A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 14, 2024

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, May 14, 2024 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.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

A. Certification of Public Notice.

B. Invocation.

C. Pledge of Allegiance.

D. Roll Call.

E. Mayoral Recognition.

1) Proclamation - National Public Works Week.

2) Proclamation - Economic Development Corporation of Weslaco Week.

II. PUBLIC COMMENTS

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

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. REPORTS

A. Weslaco Economic Development Corporation.

B. Weslco Chamber of Commerce & Visitor Center.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

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

1) Ordinance 2024-15 renaming West Mile 6 1/2 N Rd between Milanos and Midway Road to Martiza Drive and authorize the Mayor to execute any related documents. (First reading held May 7, 2024; staffed by Planning & Code Enforcement Department.) Attachment.

B. Approval on the request from First Baptist Church for street closure from 8:00am to 1:00pm beginning June 10 through June 13, 2024 from 6th Street to 7th Street for vacation bible school and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

C. Approval of Resolution No 2024–51 dedicating 10.26 acres of wetlands/open space/parkland located in the southwest quadrant of Judge Gilbert Park as open space/natural land for perpetuity, as required by the Texas Parks and Wildlife Department and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

D. Approval on renewal of a Facilities Usage Agreement with South Texas College for use of Mayor Pablo G. Pena City Park Tennis Courts, 300 North Airport Drive, from June 1, 2024 to May 31, 2025 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.

E. Approval to continue enrollment in the Texas LESO (Law Enforcement Support Office) Program for one year to allow the transfer of excess Department of Defense personal property to our agency and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

V. NEW BUSINESS

A. Discussion and consideration to approve the requirement under Texas Govt. Code 2254 for the City to provide a written statement and finding of the City's need for specialized contingent fee for legal services with Linebarger Goggan Blair & Sampson, LLP and authorize the Mayor to execute any related doucments. Possible action. (Staffed by Finance Department) Attachment.

B. Discussion and consideration to approve an agreement with Linebarger, Goggan, Blair & Simpson for collection services of delinquent ad valorem taxes and authorize the

Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

C. Discussion and consideration of Resolution 2024-52 setting penalties imposed under Texas Tax Code Sections 33.07 and 33.08, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

D. Discussion and consideration to accept and file the Quarterly Investment Report for period ending March 31, 2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

E. Discussion and consideration to accept and file the Financial Reports (unaudited) as of March 31, 2024 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

F. Discussion and consideration on Ordinance 2024-16 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. Possible action. First reading of Ordinance 2024-16. Possible action. (Staffed by Finance Department.) Attachment.

G. Discussion and consideration to enter into an Interlocal Cooperation Agreement with the County of Hidalgo for American Rescue Plan Act Recovery Funds establishing a partnership to create the Hidalgo County American Rescue Plan Act Recreational Development Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

H. Discussion and consideration to authorize the Mayor to provide a letter of support to the Boys & Girls Club of Weslaco Expansion project application to Knapp Community Care Foundation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.) Attachment.

I. Discussion and consideration to approve a services agreement with ERO Architects for Architectural and Engineering services for the Boys & Girls Club of Weslaco Expansion Preliminary Design Report not to exceed $50,000and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

J. Discussion and consideration to authorize staff to solicit Statements of Qualifications for Architectural and Engineering design services to re-roof the Valley Nature Center Building and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

K. Discussion and consideration to create a Weslaco Police Department PayPal Account for the Sole Source of all Walmart Grant funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)

L. Discussion and consideration on the request from Cameron County Regional Mobility

Authority for a letter of support designating the Pharr District office as Pharr District Metro District Designation and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

B. Personnel - Discussion regarding the goals, objectives, and evaluation of the Assistant City Manager/Airport Director for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.

C. Real Property - Consultation with City Attorney regarding the sale price of real property with LASCO Development for property located at 901 N. Airport Drive as authorized by §551.072 of the Texas Local Government Code.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

E. Legal Consultation – 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) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Special 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 10th day of May 2024 on or before 5:00 pm 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board	Date:	Initials:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIEDHANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-259

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)**:**

NORMA CANTU — Created
ADELAIDA VEGA

Martin Garza

City Manager Comments:

Staff Recommendation:
A. Mayor will Call to Order and certify Public Notice.
B. Pastor Manuel Portillo from The Way of the Redeemed 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 and Mission updated 11.15.23

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"

Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
*The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage, and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-502	

From:
REBEKAH DE LA FUENTE

Subject:
Ordinance 2024-15 renaming West Mile 6 1/2 N Rd between Milanos and Midway Road to Martiza Drive and authorize the Mayor to execute any related documents. (First reading held May 7, 2024; staffed by Planning & Code Enforcement Department.)

Background:
The property owners along W Mile 6 1/2 North Road between Milanos and Midway Road have been having ongoing issues with their mail delivery due to the current name of the street. The post office and 911 Addressing department have advised property owners that it would be best if the street name was changed to a more common naming scheme. The 911 Addressing department has provided a list of three potential names for consideration being Emilo Dr, Mario Dr or Maritza Dr.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Ordinance - First Reading

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Martin Garza	New

City Manager Comments:
Approve subject to the direction of the governing body.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
Property owner- petition, 911 addressing department- email, O2024-15 rename W Mile 6.5 N Rd between Milanos and Midway

Responsibilities upon Approval:
Staff will advise owners and 911 addressing department of the change in street name

December 20, 2023

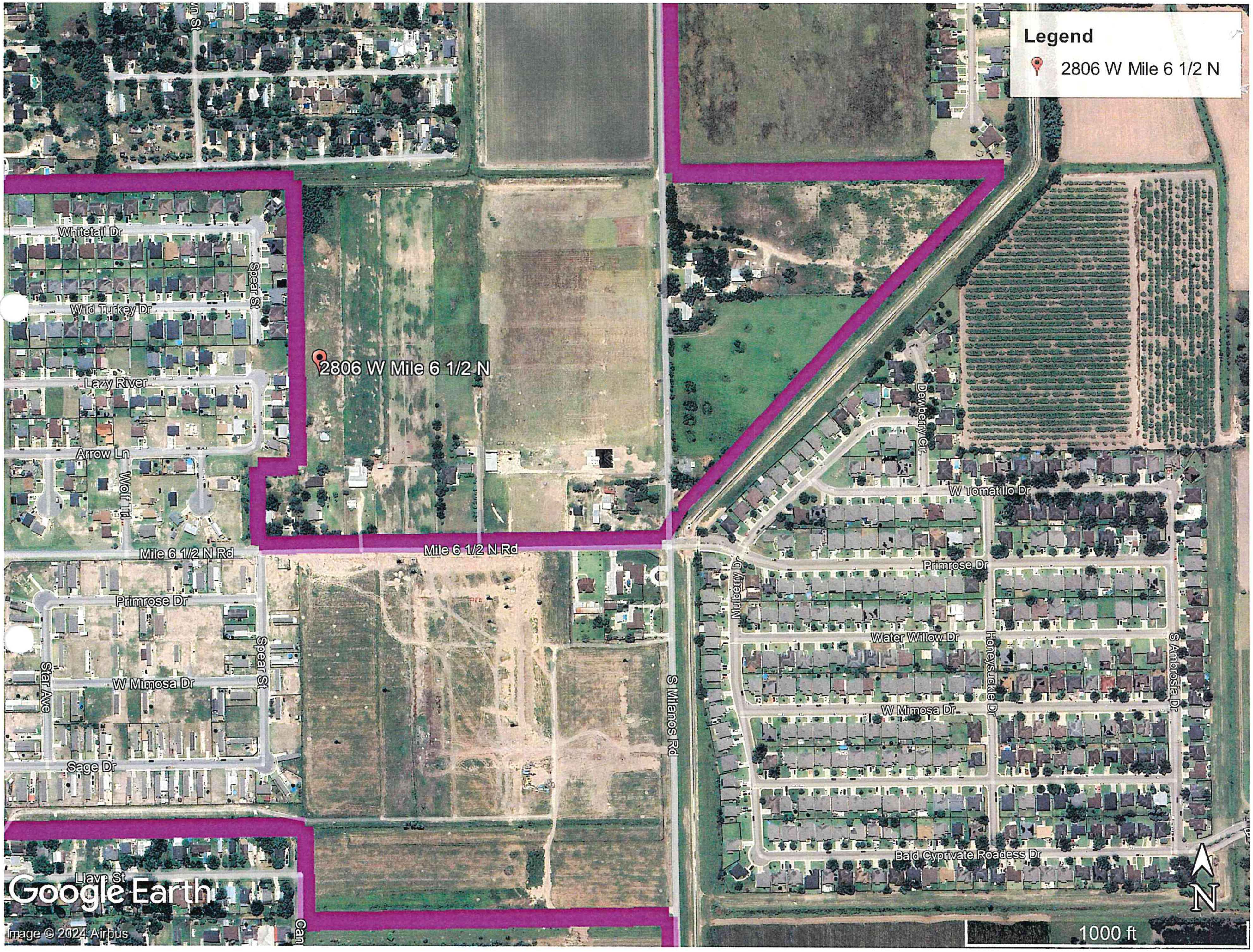
Fellow neighbors,
My name is Edalia Garza. I live on 2806 W. Mi. 6 ½ N. Weslaco, TX 78596. I spoke to each one of you concerning the changing of our street name due to the fact of having missed mail and packages not being delivered to our home. I have spoken to Rebecca de la Fuente at Weslaco City Hall. Her recommendation is to choose a new street name and vote. In doing so this will eliminate the problem of having our mail and packages not being deliverable or lost.

These are the possible street names:

1. Citrus Way
2. Turtle Run
3. Esquitin Drive
4. Windsor Road

Please write and sign your name and the majority of the votes will determine the outcome of the new street name. Vote your number for the new street name below:

Name	Street name	Signature
Edalia Garza	#3	Edalia Garza
Miguel Garcia	#3	[illegible]
Cipriano Tamez	1	[illegible]
Rob Cortg	1	RGM
Guillermina Dena	1	Guillermina Dena


Legend
2806 W Mile 6 1/2 N
2806 W Mile 6 1/2 N
Whitetail Dr
Wild Turkey Dr
Lazy River
Arrow Ln
Wolf Trl
Spear St
Mile 6 1/2 N Rd
Mile 6 1/2 N Rd
Primrose Dr
Star Ave
W Mimosa Dr
Sage Dr
Spear St
Llave St
S Milanos Rd
Dewberry Cir
W Tomatillo Dr
Mulberry Dr
Primrose Dr
Water Willow Dr
Honeysuckle Dr
S Ambrosia Dr
W Mimosa Dr
Bald Cyprivate Roadess Dr
Google Earth
Image © 2024 Airbus
1000 ft
N

Rebekah M. De La Fuente

From: Rosemary Contreras <rcontreras@rgv911.org>
Sent: Friday, April 12, 2024 2:20 PM
To: Rebekah M. De La Fuente
Subject: FW: Renaming of a Street

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Rebekah,

My mistake just noticed Primrose is on the subdivision south of Mile 6 ½

Well lets see what names can we use:

Emilio Dr
Mario Dr
Maritza Dr

I have check our Database and these are not being used in Weslaco AND are have not been submitted for a potential subdivision.

Hope this helps.

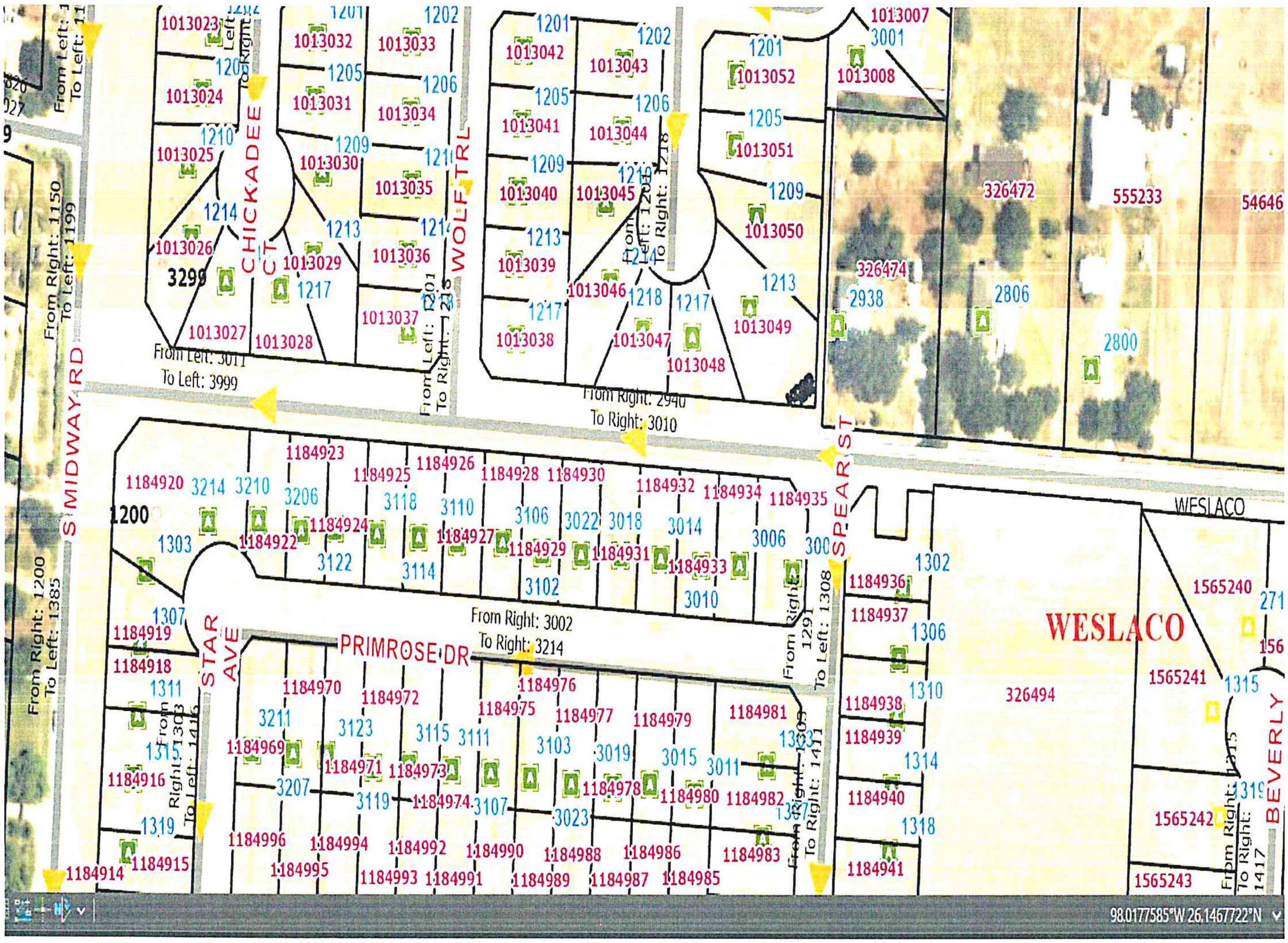
Rosemary Contreras
RGVECD 9-1-1
Rio Grande Valley Emergency Communication District
Office: (956) 682-3481 Ext. 174
Email: rcontreras@rgv911.org
Web: http://www.rgv911.org

From: Rosemary Contreras <rcontreras@rgv911.org>
Sent: Friday, April 12, 2024 1:57 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; Jacob Salinas <jsalinas@rgv911.org>
Subject: RE: Renaming of a Street

Hello Rebekah,

Is this the area you are wanting to rename?

IF so I why not continue with the Primrose Dr name to keep it consistent.



Rosemary Contreras
RGVECD 9-1-1
Rio Grande Valley Emergency Communication District
Office: (956) 682-3481 Ext. 174
Email: rcontreras@rgv911.org
Web: http://www.rgv911.org

Rebekah M. De La Fuente

From:	Rebekah M. De La Fuente
Sent:	Friday, March 22, 2024 9:53 AM
To:	Jacob Salinas
Subject:	Renaming of a Street

Good Morning,

The City has received a petition to rename a portion of W Mile 6 ½ North Road between Milanos and Midway, can you please assist me and providing potential street names that could be proposed for this area

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3403
Fax: (956) 973-3128
rdelafuente@weslacotx.gov

ORDINANCE NO. 2024-15

AN ORDINANCE DESIGNATING A PUBLIC ROADWAY: "MILE 6 1/2 N RD" TO MARITZA DRIVE (“MILE 6 1/2 N RD”); AND PROVIDING FOR A SEVERABILITY CLAUSE; CUMULATIVE CLAUSE; EFFECTIVE DATE

WHEREAS, the City of Weslaco, in accordance with its powers and the authorizations granted to it by state law and ordinance, seeks to designate a public roadway within its' territorial city limits as indicated herein;

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its' territorial county Limits is subject to municipal ordinance;

WHEREAS, Article VIII of the Weslaco Code of Ordinances authorizes the City of Weslaco to name public streets within its' territorial city limits.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS; THAT:

SECTION I: Public roadway name designation. As indicated herein, as of the effective date of this ordinance, " Mile 6 1/2 N Rd " shall now be known, named, and referred to as: MARITZA DRIVE (“Mile 6 1/2 N Rd”).

SECTION II: Cumulative Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with his ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION III: Severability Clause. If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this Ordinance.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of May 2024.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 14th day of May, 2024.

CITY OF WESLACO

____

Adrian Gonzalez, MAYOR

ATTEST:

____

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-441
From:	
Subject: Approval on the request from First Baptist Church for street closure from 8:00am to 1:00pm beginning June 10 through June 13, 2024 from 6th Street to 7th Street for vacation bible school and authorize the Mayor to execute any related documents. (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)**:**
ADELAIDA VEGA Created Martin Garza
City Manager Comments: Approve as recommended by staff.
Staff Recommendation:
Attachments, if any: First Baptist Church re request for street closure Jun 10-13, 2024
Responsibilities upon Approval:

Special Events Checklist:

City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

Name of Applicant (Person or Entity): FIRST BAPTIST CHURCH		**Name of Event:** VACATION BIBLE SCHOOL (VBS)
Contact Person: ELIZABETH RAMIREZ		**Telephone Number:** (956)968.9585
Address: 1200 S. KANSAS AVE.		**E-Mail Address:** eramirez@fbcweslaco.org
City: WESLACO	**State:** TEXAS	**Zip Code:** 78596
Event Purpose (fundraiser, school activity, etc.): COMMUNITY OUTREACH		**Expected Attendance:** 200
Start Time: 8:00	**End Time:** 12:30	**Event Date(s):** JUNE 10 -13, 2024

Relevant Policies and Fees: (*Commission consent by agenda action may be required)

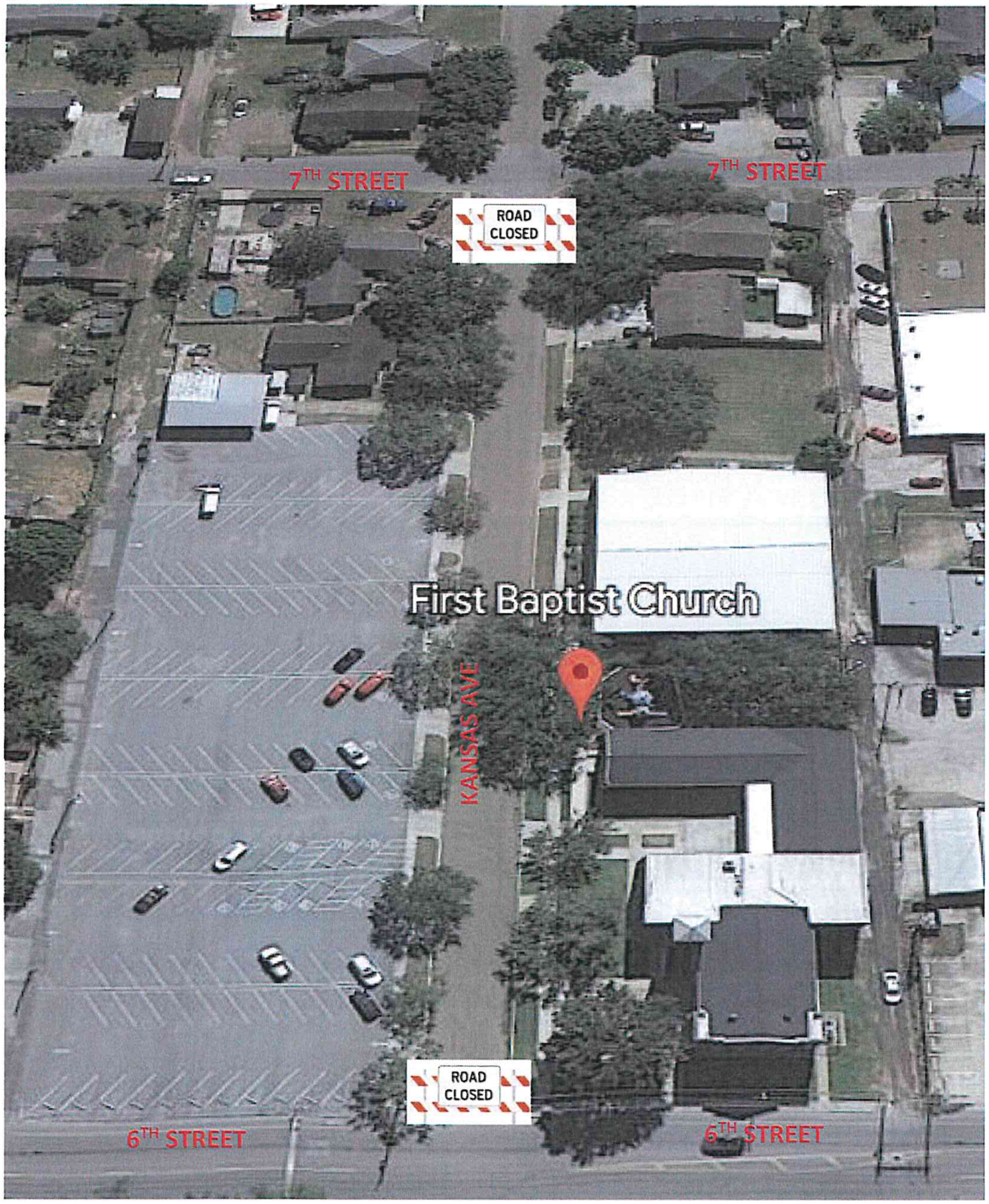
Special Event:	
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate	☐ Limited use of live animals (Code of Ordinances §22) *
☐ Authorization to display promotional signage*	☐ Park, Pool, Facility Rental
☐ Evidence of Health Permit (food service)	☐ Vendor Application with Fee of $75.00
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*	☐ Special Event Permit with Fee of $100.00

Traffic Control (Code of Ordinances §134):	
☐ Route Map	☐ Parade and Processions Fee of $50.00
☐ Written Consent of Affected Property Owners	☑ Street Closure Fee of $25.00
☑ Barricade Fee of $50.00/location + $100 deposit	☐ Traffic Safety Plan by Police Department
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*	☐ Police Escort of $20.00/officer per hour (2-hour minimum)

Sound Amplification (Code of Ordinances §94 and Election Code §61):	
☐ Use of loudspeakers, microphone, bullhorn, etc.	☐ Sound Truck Fee of $25.00
☐ Vehicle Description, License Plate, Driver's License	$25.00 fee is for 3 consecutive days
Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.	**Timestamp of Receipt:** RECEIVED APR 15 2023 BY:
Applicant's Signature:	Payment type: ☐ Cash ☐ Credit Card

Additional Stipulation(s) of Authorization:

Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager



BARRICADES TO BE PLACED AT ENTRANCE OF 6TH AND KANSAS

AND TOWARD EXIT OF KANSAS AND 7TH

BARRICADES WILL BE FROM 6/10/2024 - 6/13/2024
FROM 8AM -1PM ONLY

As per Elizabeth from First Baptist closure will be for drop off and pick up only except for Thursday.

Thursday will be from 8am-1pm to allow the children to cross safely into the church parking lot.

Monday, Tuesday and Wednesday
closure from
8:00am-9:15am and
then from
11:15am-12:30pm

Standardized Agenda Request Form

Date of Meeting:	Agenda Item No. (to be assigned by CSO):
May 14, 2024	2024-485

From:

Subject:
Approval of Resolution No 2024–51 dedicating 10.26 acres of wetlands/open space/parkland located in the southwest quadrant of Judge Gilbert Park as open space/natural land for perpetuity, as required by the Texas Parks and Wildlife Department and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

Background:
This dedication of open space/ natural land is required as part of our grant agreement received for Texas Parks & Wildlife Department Project Northside Park, Project Number 48-001161.

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)**:**

OMAR RODRIGUEZ — Created
OMAR RODRIGUEZ

Martin Garza

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Project Boundary for open space natural area, RIO24-137 METES AND BOUNDS LOT 2, R2024-51 dedication 12acres to Tx Parks and Wildlife re Judge Gilbert Garza Park

Responsibilities upon Approval:

Judge Gilbert Garza Park

Open Space / Natural Area dedication

RIO-DELTA SURVEYING
24593 FM 88
Monte Alto, Texas 78538
956-262-0222
TBPLS FIRM # 10013900

Metes and Bounds

A 10.26 ACRE TRACT OUT OF LOT 2, WESLACO NORTH FIRE STATION SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN DOC UMENT No. 2900066 MAP RECORDS OF HIDALGO COUNTY TEXAS, SAID 10.26 ACR TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, WESLACO NORTH FIRE STATION SUBDIVISION, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 01°13'44" W, A DISTANCE OF 472.00' TO THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 88°45'46"E, A DISTANCE OF 946.50' TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 01°13'44" E, A DISTANCE OF 472.00' TO THE SOUTH LINE OF SAID LOT 2, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 88°45'46" W, WITH THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 946.50' TO THE POINT OF BEGINNING, CONTAINING 10.26 ACRES OF LAND, MORE OR LESS.

05-08-24

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

RESOLUTION NO. 2024-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, DEDICATING 12 ACRES OF WETLANDS/OPEN SPACE/PARKLAND IN THE SOUTH WEST QUADRANT OF JUDGE GILBERT GARZA (NORTHSIDE) PARK AS DESCRIBED IN EXHIBIT (A {metes & bounds description}) ATTACHED AS WETLANDS/OPEN SPACE FOR PERPETUITY, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE MAYOR; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to provide quality park facilities for the residents of Weslaco; and

WHEREAS, the City of Weslaco has obtained a grant from the Texas Parks and Wildlife Department for the development of a community park and desires to comply with all of the requirements set forth in the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT;

SECTION 1. In order to fulfill the requirements of the Texas Parks and Wildlife Department's grant to the City of Weslaco, the City Commission of Weslaco, Texas hereby designates twelve acres of parkland in the Judge Gilbert Garza (Northside) Park as an open space /natural area.

SECTION 2. The Mayor of the City of Weslaco is hereby authorized to execute the appropriate documents approving the terms and conditions of the agreement with the Texas Parks and Wildlife Department.

SECTION 3. Any prior Resolution of the City Commission in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

PASSED AND APPROVED on this 14th day of May 2024.

CITY OF WESLACO

____

Adrian Gonzalez, MAYOR

ATTEST:

____

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-477	
From:		
Subject: Approval on renewal of a Facilities Usage Agreement with South Texas College for use of Mayor Pablo G. Pena City Park Tennis Courts, 300 North Airport Drive, from June 1, 2024 to May 31, 2025 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: South Texas College is reintroducting Kinesiology classes in Weslaco. This program is being offered for summer class registration.		
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)**:**		
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza	Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: HARP- 2023-2024 - FA		
Responsibilities upon Approval:		

FACILITIES USAGE AGREEMENT

The **CITY OF WESLACO, PARKS AND RECREATION DEPARTMENT,** (hereinafter called Lessor) agrees to let **SOUTH TEXAS COLLEGE** (hereinafter called Lessee) use the Tennis Courts located at Mayor Pablo Pen City Park 300 North Airport Drive, Weslaco, Texas from June 3, 2024 – July 5, 2024, at hours agreed upon by both parties and subject to the following conditions:

1) That the Lessee agrees to pay a building use fee of $400.00 per class per semester and $0 deposit; and
2) That the Lessee will clean up after each class; thus, leaving the facility ready for immediate use the next morning;
3) That the Lessee shall use the facility only for the purposes of conducting classes; and
4) That the Lessor assume no responsibility for the maintaining or improving the facility and make no representation about its safety or suitability for intended use; and
5) That the Lessor may revoke its permission to use the facility at any time or under any circumstances that the Lessor may deem sufficient, but not prior to the end of a semester unless gross negligence warrants; and
6) That the Lessee accept full responsibility for protecting Lessor's property and equipment and assumes any and all liability for repairs and replacement for any damage done to buildings, equipment or other Lessor property used by the Lessee. Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the usage; and
7) That the Lessee agrees to assume all liability and hold harmless and indemnify the Lessor, its employees and agents from any and all liability arising out of the Lessee's use of Lessor's facilities; and
8) That Lessee shall furnish evidence of liability insurance and coverage for the event and shall name the Lessor as an additional insured in the policy.

Executed on this __________ day of _______________, 2024.

______________________________	______________________________
SIGNATURE	SIGNATURE
DR. RICARDO J. SOLIS	ADRIAN GONZALEZ
PRESIDENT	MAYOR
SOUTH TEXAS COLLEGE	CITY OF WESLACO, Mayor
LESSEE	LESS0R

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-487	
From: ARMANDO ESPINOZA		
Subject: Approval to continue enrollment in the Texas LESO (Law Enforcement Support Office) Program for one year to allow the transfer of excess Department of Defense personal property to our agency and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: Approval to continue enrollment in the Texas LESO (Law Enforcement Support Office) Program which allows the transfer of excess Department of Defense personal property to our agency. The application will allow our agency to continue the program for one year. This will allow our agency to view and request excess property in military facilities.		
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)**:**		
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated New
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation: Recommend Approval		
Attachments, if any: LESO Application 2024		
Responsibilities upon Approval:		

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

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

***Indicates Required Fields**

SECTION 1:

*Agency Name: Weslaco Police Department
Originating Agency Identifier (ORI) #:(if applicable) TX1081400

*Agency Physical Address: 301 S. Bridge Ave.
*City: Weslaco

*State: TX
*Zip Code: 78596
*NCIC P.O. Box or Address (if different than above i.e.,terminal location):

*Phone #: (956) 968-8591
*Email: 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: 90
*Part-time:

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. Enter "XXXXX" or "N/A" into all screener fields not used.

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Assistant Chief of Police	Armando	Espinoza	aespinoza@weslacotx.gov	(956) 968-8591	Espinoza, Armando
#2	Captain	Robert	Lopez	rlopez@weslacotx.gov	(956) 968-8591	Espinoza, Armando
#3	Sergeant	Brooks	Ditto	bditto@weslacotx.gov	(956) 968-8591	Espinoza, Armando
#4	Lieutenant	Oscar	Cortez	ocortez@weslacotx.gov	(956) 968-8591	Espinoza, Armando
#5	N/A					
#6	N/A					
#7	N/A					

Version: November 2022

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: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*****(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 appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation 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	Joel	Rivera
***TITLE**	***PRINTED FIRST NAME:**	***PRINTED LAST NAME:**
joel.rivera@weslacotx.gov		
***EMAIL**	***SIGNATURE**	***DATE**

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

***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 Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

***SIGNATURE**

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Weslaco Police Department

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State 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, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) **STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB)(or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): John Riddick

State Point of Contact (SPOC): Patricia Deaver

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program, for timely and accurate guidance, information, forms and links concerning the program.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. 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 their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA's, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA's authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA's inventory is completely cleared.

9) PROPERTY ALLOCATION

a) <u>The LESO shall:</u>

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) <u>The State shall:</u>

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) <u>The LEA shall:</u>

i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.

ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.

iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

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

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

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

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) <u>The State shall:</u>

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

<u>The LEA shall:</u>

a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.

b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.

c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.

d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination-*The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. *Restricted Status-*A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), 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 the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the 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 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 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 CFR Part 90 and 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 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The 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 program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG 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 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 LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges 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.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): __Michelle Farris______________________________

Signature (Sign): ______________________________ Date (MM/DD/YYYY): __________

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Chief of Police

Full Name (Print): Joel Rivera

Signature (Sign): ______________________________ Date (MM/DD/YYYY): __________

Civilian Governing Body Official (CGB) (or designee):

Title (Print): City Mayor

Full Name (Print): Adrian Gonzalez

Signature (Sign): ______________________________ Date (MM/DD/YYYY): __________

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-551	
From:		
Subject: Consideration and approval required under Texas Govt. Code 2254 for the City to provide a written statement and finding of the City's need for specialized contingent fee legal services. Possible action. (Staffed by Finance Department)		
Background: Written Action indicating a finding for the need for the City to hire law firm for specialized contingent fee legal services. There is no cost to the City. The Linebarger firm has advised and recommended this action to comply with recent changes to the Tex. Govt Code which became effective September 1, 2019.		
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 Rosalinda Cavazos Martin Garza		Created
City Manager Comments:		
Staff Recommendation: Staff recomends approval.		
Attachments, if any: City of Weslaco Action Approving Contract		
Responsibilities upon Approval:		

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the (appropriate official) is authorized to execute this Agreement.

After exercising its due diligence, The City finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;

3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Weslaco in the past and the City has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED AND APPROVED on this 14th day of May 2024.

CITY OF WESLACO

____
Adrian Gonzalez, MAYOR

ATTEST:

____
Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

____
Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-490	
From:		
Subject: Discussion and consideration to approve an agreement with Linebarger, Goggan, Blair & Simpson for collection services of delinquent ad valorem taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
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)**:**		
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation:		
Attachments, if any: Linebarger City of Weslaco Delinquent Tax Collection Contract		
Responsibilities upon Approval:		

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and City of Weslaco (hereinafter referred to as the "Client").

Article I
Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2
Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on ______________________, 2024 (The "Effective Date") and shall expire on ______________________, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 *Retention of Files.* The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06. Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Weslaco	**Linebarger Goggan Blair & Sampson, LLP**
By: ______________________________	By: ______________________________
Adrian Gonzalez, Mayor	Kelly R. Salazar, Capital Partner
Date:_________________________	Date: _________________________

ATTEST:

____

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-550

From:

Subject:
Discussion and consideration of Resolution 2024-52 setting penalties imposed under Texas Tax Code Sections 33.07 and 33.08, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Background:
Resolution authorizes our Tax Assessor-Collector to set the penalties under Texas Tax Codes, 33.07 and 33.08 to 15% as presented by the selected firm for Delinquent Tax Collection Services.

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)**:**

ADELAIDA VEGA	Created
Rosalinda Cavazos	
Martin Garza	

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Staff Recommends Approval.

Attachments, if any:
R2024-52 Delinquent Tax Attorney Allowable Fee

Responsibilities upon Approval:

RESOLUTION 2024-52

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, **City of Weslaco** wishes to defray its costs of collection, as authorized by TEX. TAX CODE §§ 33.07 and 33.08, that it incurs under a contract for collection of delinquent property taxes between said **City** and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;

WHEREAS, under said Sections 33.07 and 33.08, the governing body of **City of Weslaco** is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm.

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

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2023** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

(b) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2023** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1 UNDER SECTION 26.07(F), 26.15(E), 31,03, 31.031, 31.032, OR 31.04, TEX. TAX CODE.

PASSED AND APPROVED on this 14th day of May 2024.

CITY OF WESLACO

____

Adrian Gonzalez, MAYOR

ATTEST:

____
Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

____
Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-478	
From:		
Subject: Discussion and consideration to accept and file the Quarterly Investment Report for period ending March 31, 2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: Quarterly Investment reports need to be submitted to the governing body not less that quarterly as per Local Government Code Public Funds Investment Sec. 2256.023(a).		
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)**:**		
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created
City Manager Comments: Approve to accept and file as recommended by staff.		
Staff Recommendation: Staff recommends acceptance and filing.		
Attachments, if any: 051424 QTRLY INVESTMENT MEMO, 2QTR24 Investment Report		
Responsibilities upon Approval: File report.		

Date: May 8, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Quarterly Investment Report for Period Ending March 31, 2024

I respectfully submit the Quarterly Investment for the period ending March 31, 2024.

Our total deposits remain consistent with our first quarter.

The interest received continues to outpace projections.

Total interest earned to date for fiscal year 2024, is $1,525,705. General fund recognized $396,514.73 in interest on investments for the year, while the remaining balance went to the respective capital projects funds.

Staff recommends acceptance and filing of these reports.

City of Weslaco, Texas
Investment Report
March 31 2024

Deposits:	**2nd Quarter 03/31/24**	**1st Quarter 12/31/23**
Cash on Deposit		
PNC Bank	$ 5,138,172	$ 10,862,929
LSNB	$ 7,030,193	N/A
Tex Pool	889,552	721,935
Tex Pool Prime	48,331,997	51,200,253
Total	$ 61,389,915	$ 62,785,117

Rates:	**2nd Quarter 03/31/24**	**1st Quarter 12/31/23**
Cash - Interest Earning		
PNC Bank	0.10%	0.10%
LSNB	4.75%	N/A
Tex Pool	5.31%	5.38%
Tex Pool Prime	5.49%	5.61%

Total Interest Earned for Period		
Total Interest	781,967	743,738
Average Return	4.95%	4.65%
Benchmark - 4 week T-Bill Rate	5.29%	5.33%
Weighted Average Maturity (Days)	1.00	1.00

Total Interest Earned Year to Date **$ 1,525,705**

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

Prepared by:

Sonia Flores 5/7/24
Sonia Flores
Assistant Finance Director
Date

Reviewed by:

Rosalinda Cavazos 5/8/24
Rosalinda Cavazos
Finance Director
Date

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-479
From: Rosalinda Cavazos	
Subject: Discussion and consideration to accept and file the Financial Reports (unaudited) as of March 31, 2024 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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)**:**

Rosalinda Cavazos	Created
Rosalinda Cavazos	
Martin Garza	

City Manager Comments:
Approve to accept and file Financial Reports as recommended by Finance Director.

Staff Recommendation:

Attachments, if any:
051424 QTRLY REPORTS MEMO, 2QTR24 Financials

Responsibilities upon Approval:

Date: May 8, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending March 31, 2024

I have included the financials for the General, Water/Wastewater, Sanitation and Airport funds for your review and acceptance for the period ending March 31, 2024.

General Fund:

- After transfers out, we show a positive change in fund balance of $8.1M
- Revenues collected were at $23.2M while expenditures were 15.7M with an operating surplus of 7.5M
  - Sales Tax collected were 7.3M, which is approximately 50% of projections.
  - Interest Earned $460K
- Number of days remain strong at 170, and 92.95% of our advalorem tax collections have been completed.

Water & Wastewater Fund:

- Has a negative change in fund balance of $657,568
- 47 days of working capital.
- Our bond obligations were due February 15th, which caused the decrease in the number of days of working capital.

Sanitation Fund:

- Has a positive change in fund balance of $724,666.
- 63 days of working capital.
- Sanitation continues to see a positive trend in their fund balance and number of working capital days.

Airport fund

- Has a negative net change of $94,180 and continues with a negative number of working capital days.

Staff recommends acceptance and filing of these reports.

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CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
March 31, 2024
(Unaudited)

ASSETS		
Cash and Equivalents	20,033,285	
Investment in Lease	-	
A/R Taxes-Current & Delinquent	1,200,909	
A/R Other	1,722,983	
A/R Ambulance Fees	1,817,132	
Due from other Funds	2,780,588	
Due from other Govt	355,838	
Inventory	181,659	
Prepaid Expense	446	
Restricted Assets (PEG)	623,190	
TOTAL ASSETS	**28,716,029**	-
LIABILITIES		
Accounts Payable	923,788	
Accrued Salaries & Wages	1,885	
Due to other Funds	391,460	
Other Liabilities	357,052	
Escrow	753,698	
Trusts	623,190	
Deposits	7,350	
Deferred Revenues	4,090,469	
TOTAL LIABILITIES	**7,148,892**	-
FUND BALANCE		
Nonspendable fund balance	145,816	
Restricted fund balance	2,000,000	
Committed fund balance	5,000,000	
Unassigned fund balance	6,280,208	
Change in net position	8,141,113	-
TOTAL FUND BALANCE	**21,567,137**	
TOTAL LIABILITIES AND FUND BALANCE	**28,716,029**	-

CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND COMBINED
March 31, 2024

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	11,300,016	11,252,023
Sales Tax	7,384,356	14,700,000
Franchise Taxes	923,779	1,855,000
Permits & Licenses	412,780	785,000
Intergovernmental Revenue	919,095	1,561,347
Charges for Services	1,373,325	2,564,000
Fines and Forfeitures	215,673	491,510
Investment Income	460,104	508,244
Rentals and Royalties	27,260	23,512
Other Revenue	270,463	157,005
TOTAL REVENUES	**23,286,852**	**33,897,641**
EXPENDITURES		
General Government	2,050,772	4,325,287
Judicial and Legal	295,634	596,099
Public Safety	8,770,414	19,697,111
Public Works	261,256	682,608
Streets and Highways	954,761	2,327,908
Planning, Inspections & Engineering	541,166	1,349,799
Culture and Recreation	846,820	2,044,102
Nondepartmental	536,208	981,110
Capital Outlay	1,334,587	2,756,010
Debt Service	112,434	506,487
TOTAL EXPENDITURES	**15,704,052**	**35,266,521**
EXCESS OF REVENUES OVER EXPENDITURE	**7,582,800**	**(1,368,880)**
OTHER FINANCING SOURCES (USES)		
Transfers In	747,582	1,490,561
Transfers In (Out)	(695,487)	(1,337,500)
Other Financing Sources	506,218	1,371,310
OTHER SOURCES (USES)	**558,313**	**1,524,371**
NET CHANGE IN FUND BALANCE	**8,141,113**	**155,491**
Fund Balance - October 1 (Beginning)	**14,051,101**	
Fund Balance - September 30 (Ending)	**22,192,214**	
Number of days in working capital	**170**	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & WASTEWATER FUND COMBINED
March 31, 2024
(UNAUDITED)

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	1,296,261	(778,558)	517,703
Restricted Cash	1,729	-	1,729
Current Receivables	1,275,044	1,093,303	2,368,347
Inventory	248,177	171,634	419,812
Deferred Resource Outflow	246,198	55,437	301,635
Assets, net of Depr	11,574,039	28,123,196	39,697,235
TOTAL ASSETS	**14,641,449**	**28,665,012**	**43,306,461**
LIABILITIES			
Accounts Payable	106,939	120,708	227,647
Accrued Salaries & Wages	50,516	11,080	61,596
Customers Deposits	1,579,503	-	1,579,503
Due to Other Funds	-	-	-
Lease Payable	527,602	200,572	728,174
Other Liabilities	929,018	234,916	1,163,934
Deferred Resource Inflow	28,392	13,040	41,432
Long Term Liabilities - Bonds/Leases	4,091,603		4,091,603
TOTAL LIABILITIES	**7,313,573**	**580,317**	**7,893,890**
FUND EQUITY			
Net Investment in Capital Assets	-		-
Unrestricted fund equity	6,574,562	29,495,576	36,070,139
Change in net position	753,313	(1,410,881)	(657,568)
TOTAL FUND EQUITY	**7,327,876**	**28,084,695**	**35,412,571**
TOTAL LIABILITIES AND FUND EQUITY	**14,641,449**	**28,665,012**	**43,306,461**

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
March 31, 2024

REVENUES	WATER	WASTEWATER	Combined Actual	Annual Budget
Charges for Services	4,020,348	2,764,945	6,785,293	13,886,853
Utility Billing Penalties	72,107	58,115	130,222	270,000
Other Financing Sources (CIP)	-	361,739	361,739	779,000
Other Revenue	97,161	-	97,161	195,000
TOTAL REVENUES	**4,189,617**	**3,184,800**	**7,374,417**	**15,130,853**
EXPENDITURES				
Treatment	1,095,645	736,979	1,832,624	3,672,787
Distribution & Collection	337,466	932,389	1,269,855	2,693,653
Utility Billing	243,486	-	243,486	526,920
Water Meter Division	54,970	-	54,970	164,648
Capital Outlay	162,546	591,569	754,115	1,553,000
Debt Service/Leases	527,472	-	527,472	745,908
TOTAL EXPENDITURES	**2,421,585**	**2,260,938**	**4,682,523**	**9,356,916**
EXCESS OF REVENUES OVER EXPENDITURI	**1,768,032**	**923,862**	**2,691,894**	**5,773,937**
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	(1,014,718)	(2,334,743)	(3,349,462)	(5,720,798)
OTHER SOURCES (USES)	**(1,014,718)**	**(2,334,743)**	**(3,349,462)**	**(5,720,798)**
NET CHANGE IN FUND EQUITY	**753,313**	**(1,410,881)**	**(657,568)**	**53,139**
	-			
Fund Balance - October 1 (Beginning)	[redacted]		**43,856,798**	
Fund Balance - September 30 (Ending)			**43,199,230**	

Number of days in working capital **47**

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
3/31/2024
(UNAUDITED)

ASSETS	
Cash and Equivalents	306,730
Current Receivables	808,310
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	9,305
Assets, net of Depr	5,389,571
TOTAL ASSETS	**8,513,916**
LIABILITIES	
Accounts Payable	96,559
Accrued Salaries & Wages	89,464
Other Liabilities	26,148
Due to Other Funds	355,141
Noncurrent Liabilities	4,939,559
Deferred Resource Inflow	3,425
TOTAL LIABILITIES	**5,510,295**
FUND EQUITY	
Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	2,560,204
Change in net position	443,416
TOTAL FUND EQUITY	**3,003,621**
TOTAL LIABILITIES AND FUND EQUITY	**8,513,916**

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

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
March 31, 2024

REVENUES	Solid Waste Collection	Brush Collection	Combined Actual	Annual Budget
Intergovernmental Revenue	-		-	-
Charges for Services	2,414,289	674,398	3,088,687	6,231,247
Other Revenue	54,744	-	54,744	105,000
TOTAL REVENUES	**2,469,033**	**674,398**	**3,143,430**	**6,336,247**
EXPENDITURES				
Collection	1,094,703	-	1,094,703	2,569,347
Transfer Station/Recycling	-	98,165	98,165	182,088
Landfill	10,247		10,247	48,000
Brush Collection	-	265,763	265,763	618,370
Capital Outlay	65,468	-	65,468	951,754
Debt Service	452,376	150,792	603,167	1,064,667
TOTAL EXPENDITURES	**1,622,794**	**514,720**	**2,137,514**	**5,434,226**
EXCESS OF REVENUES OVER EXPENDITUI	**846,239**	**159,678**	**1,005,916**	**902,021**
OTHER FINANCING SOURCES (USES)			-	
Other Financing Sources	-		-	645,754
Transfers In	-		-	
Transfers (Out)	(281,250)		(281,250)	(1,125,000)
OTHER SOURCES (USES)	**(281,250)**	**-**	**(281,250)**	**(479,246)**
NET CHANGE IN FUND EQUITY	**564,989**	**159,678**	**724,666**	**422,775**
Fund Balance - October 1 (Beginning)	**2,560,203**			
	-			
Fund Balance - September 30 (Ending)	**3,284,869**			
Number of days in working capital	**63**			

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
March 31, 2024

ASSETS	
Cash and Equivalents	(49,077)
Due from Other Government	-
Current Receivables	61,222
Lease Receivable	287,723
Inventory	65,067
Restricted Assets	100
Deferred Resource Outflow	71,056
Assets, net of Depr	13,837,125
TOTAL ASSETS	**14,273,217**
LIABILITIES	
Accounts Payable	42,690
Accrued Salaries & Wages	35,222
Due to Other Funds	2,174,477
Due to Other Governments	-
Other Liabilities	200,724
Deferred Resource Inflow	278,293
Notes Payable	1,289,515
TOTAL LIABILITIES	**4,020,921**
Reserved fund equity	-
Unreserved fund equity	10,329,256
Change in net position	(94,180)
TOTAL FUND EQUITY	**10,235,076**
TOTAL LIABILITIES AND FUND EQUITY	**14,255,997**

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
March 31, 2024

REVENUES	Actual	Annual Budget
Charges for Services	299,928	800,100
Rentals	30,445	118,600
Intergovernmental Revenue	-	2,550,000
Other Revenue	-	1,000
TOTAL REVENUES	**330,373**	**3,469,700**
EXPENDITURES		
Airport Operations	493,456	1,190,317
Capital Outlay	251,988	2,638,000
Debt Service	1,316,170	93,257
TOTAL EXPENDITURES	**2,061,614**	**3,921,574**
EXCESS OF REVENUES OVER EXPENDI'	**(1,731,241)**	**(451,874)**
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	125,000	25,000
Proceeds Sales of Assets	1,512,061	-
OTHER SOURCES (USES)	**1,637,061**	**25,000**
NET CHANGE IN FUND EQUITY	**(94,180)**	**(426,874)**
Fund Balance - October 1 (Beginning)	**10,329,256**	
Fund Balance - September 30 (Ending)	**10,235,076**	
Number of days in working capital	**-13**	

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-499	
From:		
Subject: Discussion and consideration on Ordinance 2024-16 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. Possible action. First reading of Ordinance 2024-16. Possible action. (Staffed by Finance Department.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation:		
Attachments, if any: 051424 MID-YEAR AGENDA MEMO, O2024-16 MID-YEAR BUDGET AMENDMENT, MIDYEAR FY24 BUDGET AMENDMENT		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"

Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: May 10, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Mid-Year Budget Amendment

The City Commission on September 19, 2023, approved ordinance 2023-42 adopting the City of Weslaco's 2023-2024 fiscal year budget. The city has reached the mid-point of the fiscal year and is necessary to amend the original budget. We have received additional funding and have experienced unanticipated expenditures.

Whereas any deviation from this requires approval by the governing body, the City Commission needs to be informed of said changes and amend the budget. Detailed information is provided in exhibits A-E in the ordinance.

The major funds impact summary is as follows:

- General fund: negative impact to fund balance of $307,327
- Water & Sewer fund: negative impact to combined fund balance of $822,326.
- Solid Waste: negative impact to net position of $115,200.
- Airport fund: negative impact of $40,000.
- ARPA impact of $200,000 in revenues and $677,452 in expenditures.
- We have impacted our debt funds with an increase to the projections.
- We have impacted our Capital Improvement funds with recognition of interest earns with updated project estimates.
- We have also reactivated Fund 102, Boys & Girls Fund to help track our expansion expenditures.
- We have also amended other small governmental funds with immaterial impacts.

We respectfully come before you for consideration on this request.

Staff recommends approval of Ordinance and Budget Amendment.

Account Number	Dept / Function	Description	DEBIT	CREDIT	
101-4000-401100	REVENUE	CURRENT ADVALOREM		$ 397,977	
101-4000-414020	REVENUE	MAGIC VALLEY ELEC		24,101	
101-4000-422000	REVENUE	BUILDING PERMITS		100,000	
101-4000-422020	REVENUE	CONDITIONAL USE PERMIT		1,000	
101-4000-422030	REVENUE	ELEC & PLBG PERMITS		30,000	
101-4000-422300	REVENUE	OTHER PERMITS		5,000	
101-4000-431390	REVENUE	PUBLIC INFORMATION REQUEST		2,000	
101-4000-435410	REVENUE	ENGINEERING PERMITS		2,000	
101-4000-432610	REVENUE	AMBULANCE FEES		150,000	
101-4000-435600	REVENUE	ANIMAL SHELTER REVENUE		82,000	
101-4000-439010	REVENUE	OVER/UNDER		200	
101-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE		10,471	
101-4000-451256	REVENUE	DEPLOYMENT - STATE REIMB		150,000	
101-4000-453210	REVENUE	WESLACO ISD		71,688	
101-4000-460100	REVENUE	INTEREST EARNED		110,000	
101-4000-460300	REVENUE	INTEREST ON INVESTMENTS		201,756	
101-4000-471410	REVENUE	LIBRARY FACILITY RENTALS		1,000	
101-4000-471430	REVENUE	PARKS FACILITY RENTALS		10,000	
101-4000-473810	REVENUE	INSURANCE CLAIM PAYMENTS		15,000	
101-4000-473820	REVENUE	SETTLEMENT PROCEEDS		15,000	
101-4000-476340	REVENUE	DONATIONS - ANIMAL SHELTER		150,000	
101-4000-478910	REVENUE	MISCELLANEOUS REVENUE		80,000	
101-4000-492010	REVENUE	PROCEEDS SALE OF ASSETS		84,595	
101-5100-522043	CCO	TRAVEL & TRAINING	10,000		
101-5100-522520	CCO	MEMBERSHIP & SUBSCRIPTION	7,000		
101-5100-533010	CCO	PROFESSIONAL SERVICES	15,000		
101-5100-544001	CCO	OFFICE SUPPLIES	200		
101-5100-548050	CCO	EQUIPMENT-NON CAPITALIZED	23,000		55,200
101-5101-510010	CMO	EXEMPT WAGES	41,500		
101-5101-510020	CMO	NON-EXEMPT WAGES	56,427		
101-5101-510080	CMO	OVERTIME	1,500		
101-5101-511100	CMO	GROUP HEALTH INSURANCE	5,000		
101-5101-511120	CMO	PENSION CONTRIBUTION	8,911		
101-5101-511140	CMO	FICA TAX	6,071		
101-5101-511150	CMO	MEDICARE TAX	1,420		
101-5101-522240	CMO	ADVERTISING	1,000		
101-5101-533010	CMO	PROFESSIONAL SERVICES	1,500		
101-5101-544001	CMO	OFFICE SUPPLIES	1,500		
101-5101-544016	CMO	MOTOR FUEL & LUBE	1,000		
101-5101-548050	CMO	EQUIPMENT-NON CAPITALIZED	15,200		141,030
101-5103-510080	CSO	OVERTIME	1,500		
101-5106-522442	CSO	POSTAGE MACHINE RENTAL	100		
101-5103-544042	CSO	CODE BOOK - CODIFICATION	2,000		3,600
101-5106-510080	FINANCE	OVERTIME	1,000		
101-5106-533010	FINANCE	PROFESSIONAL SERVICES	60,000		
101-5106-544001	FINANCE	OFFICE SUPPLIES	8,000		
101-5106-548050	FINANCE	EQUIPMENT-NON CAPITALIZED	310		69,310
101-5109-510080	HR	OVERTIME	1,500		
101-5109-522440	HR	POSTAGE	500		
101-5109-522810	HR	OTHER SERVICES	3,000		
101-5109-533010	HR	PROFESSIONAL SERVICES	500		
101-5109-544026	HR	EDUCATIONAL SUPPLIES	7,000		
101-5109-544045	HR	OTHER SUPPLIES	1,500		14,000
101-5110-510080	BLDG MAINT	OVERTIME	19,000		
101-5110-522300	BLDG MAINT	EQUIPMENT RENTAL	2,000		
101-5110-522626	BLDG MAINT	MAINT-BUILDING	48,337		
101-5110-522639	BLDG MAINT	MAINT-RADIOS	1,000		
101-5110-522641	BLDG MAINT	MAINT-HEATH & A/C	35,000		
101-5110-522651	BLDG MAINT	MAINT-ELEVATOR	3,000		
101-5110-522656	BLDG MAINT	TERMITING	1,800		
101-5110-522810	BLDG MAINT	OTHER SERVICES	10,000		
101-5110-544005	BLDG MAINT	JANITOR SUPPLIES	12,000		
101-5110-544016	BLDG MAINT	MOTOR FUEL & LUBE	6,250		138,387
101-5111-510080	IT	OVERTIME	4,000		
101-5111-544001	IT	OFFICE SUPPLIES	600		4,600
101-5120-522440	MUNICIPAL COURT	POSTAGE	700		
101-5120-548050	MUNICIPAL COURT	EQUIPMENT-NON CAPITALIZED	1,000		1,700
101-5125-533023	LAW	CITY ATTORNEY RETAINER	100,000		
101-5140-528XXX	OTHER GEN EXPEND	COMMUNITY EVENTS	100,000		

101-5202-510080	POLICE	OVERTIME	300,000		
101-5202-522010	POLICE	COMMUNICATIONS	10,000		
101-5202-522080	POLICE	INSURANCE & BONDS	1,000		
101-5202-522320	POLICE	COPYING EXPENSE	6,000		
101-5202-522044	POLICE	TRAVEL & TRAINING-LEOSE	10,471		
101-5202-522440	POLICE	POSTAGE	800		
101-5202-522628	POLICE	MAINT-OTHER	10,000		
101-5202-522636	POLICE	MAINT-VEHICLES	20,000		
101-5202-522639	POLICE	MAINT-RADIOS	30,000		
101-5202-544012	POLICE	CLOTHING & LINEN	15,000		
101-5202-544037	POLICE	FIREARMS CERTIFICATION	5,000		
101-5202-544045	POLICE	OTHER SUPPLIES	15,000		423,271
101-5206-510045	FIRE	CIVIL SERVICE	30,000		
101-5206-510080	FIRE	OVERTIME	100,000		
101-5206-522380	FIRE	UTILTIES	16,000		
101-5206-522628	FIRE	MAINT-OTHER	12,000		
101-5206-522632	FIRE	MAINT-APPARATUS	100,000		
101-5206-522636	FIRE	MAINT-VEHICLES	10,000		
101-5206-522639	FIRE	MAINT-RADIOS	2,000		
101-5206-522810	FIRE	OTHER SERVICES	1,000		
101-5206-522820	FIRE	CERTIFICATION & LICENSES	2,500		
101-5206-533010	FIRE	PROFESSIONAL SERVICES		30,000	
101-5206-544015	FIRE	BUNKER GEAR	30,000		
101-5206-544020	FIRE	MINOR TOOLS	1,000		
101-5206-544045	FIRE	OTHER SUPPLIES	1,000		
101-5206-554100	FIRE	CAPITAL OUTLAY	291,364		596,864
101-5208-522440	EMS	POSTAGE	50		
101-5208-522636	EMS	MAINT-VEHICLES	12,000		
101-5208-522639	EMS	MAINT-RADIOS	6,000		
101-5208-544021	EMS	MEDICAL SUPPLIES	12,000		
101-5208-544045	EMS	OTHER SUPPLIES	5,000		35,050
101-5209-522637	EM	MAINT-GENERATROS	6,838		
101-5209-544012	EM	CLOTHING & LINEN	100		
101-5209-544046	EM	MISCELLANEOUS	500		7,438
101-5210-510080	ANIMAL CONTROL	OVERTIME	25,000		
101-5210-522636	ANIMAL CONTROL	MAINT-VEHICLES	10,000		
101-5210-522720	ANIMAL CONTROL	ANIMAL SHELTER	500		
101-5210-522811	ANIMAL CONTROL	VETERINARY SERVICES	120,000		
101-5210-544005	ANIMAL CONTROL	ANIMAL SHELTER SUPPLIES	5,000		
101-5210-544012	ANIMAL CONTROL	CLOTHING & LINEN	6,500		
101-5210-544050	ANIMAL CONTROL	MOSQUITO SPRAY	3,000		170,000
101-5300-510080	PW ADMIN	OVERTIME	600		
101-5300-522080	PW ADMIN	INSURANCE & BONDS	2,000		
101-5300-522240	PW ADMIN	ADVERTISING	500		
101-5300-522636	PW ADMIN	MAINT-VEHICLES	2,000		
101-5300-544045	PW ADMIN	OTHER SUPPLIES	2,000		7,100
101-5304-510080	STREETS	OVERTIME	9,000		
101-5304-544045	STREETS	OTHER SUPPLIES	5,000		14,000
101-5307-510080	DRAIN DITCH	OVERTIME	16,000		
101-5307-522810	DRAIN DITCH	OTHER SERVICES	2,000		18,000
101-5340-522628	FLEET MAINT	MAINT-OTHER	1,000		
101-5340-522636	FLEET MAINT	MAINT-VEHICLES	2,000		
101-5340-544021	FLEET MAINT	CHEMICALS-MEDICAL	650		3,650
101-5350-522240	ENGINEERING	ADVERTISING	2,200		
101-5350-533010	ENGINEERING	PROFESSIONAL SERVICES	20,000		22,200
101-5404-510080	P&R	OVERTIME	23,000		
101-5404-522320	P&R	COPYING EXPENSE	1,000		
101-5404-522629	P&R	MAINT-PARKS	20,000		
101-5404-522634	P&R	MAINT-MACHINERY	6,000		
101-5404-522810	P&R	OTHER SERVICES	800		
101-5404-527505	P&R	SPECIAL EVENTS	10,000		
101-5404-544005	P&R	JANITOR SUPPLIES	7,200		
101-5404-544016	P&R	MOTOR FUEL & LUBE	12,000		
101-5404-544020	P&R	MINOR TOOLS	500		80,500
101-5511-522440	PLANNING	POSTAGE	3,000		
101-5511-533010	PLANNING	PROFESSIONAL SERVICES	15,000		
101-5511-544012	PLANNING	CLOTHING & LINEN	1,000		
101-5511-554240	PLANNING	VEHICLES	6,215		25,215
			2,031,115	1,723,788	
		IMPACT ON FUND BALANCE		**$ (307,327)**	

Account	Department	Description	DEBIIT	CREDIT
		WATER FUND		
501-4000-433310	REVENUE	WATER TAPPING FEES		$ 40,000
501-4000-433720	REVENUE	UTILITY BILLING PENALTIES		10,000
501-4000-439010	REVENUE	OVER/UNDER		30
501-5312-522810	EXPENSE	OTHER SERVICES	11,000	
501-5312-544025	EXPENSE	CHEMICALS	75,000	
501-5312-544044	EXPENSE	WATER DELIVERY FEES	400,000	
501-5314-510080	EXPENSE	OVERTIME	15,000	
501-5314-522636	EXPENSE	MAINT-VEHICLES	13,000	
501-5314-544001	EXPENSE	OFFICE SUPPLIES	500	
501-5315-522810	EXPENSE	OTHER SERVICES	24,000	
501-5316-522320	EXPENSE	COPYING EXPENSE	1,500	
501-5316-522639	EXPENSE	MAINT-RADIOS	530	
508-5324-553120	EXPENSE	CAPITAL OUTLAY IMPROVEMENTS	75,000	
			615,530	50,030
		Impact on Fund Balance	**$ (565,500)**	
		WASTEWATER FUND		
508-4000-433410	REVENUE	WASTEWATER CONNECTIONS		$ 24,900
508-5322-522628	EXPENSE	MAINT-OTHER	9,000	
508-5322-522810	EXPENSE	OTHER SERVICES	11,000	
508-5322-550100	EXPENSE	CAPITAL OUTLAY.	231,726	
508-5324-510080	EXPENSE	OVERTIME	30,000	
			281,726	24,900
		Impact on Fund Balance	**$ (256,826)**	

		SOLID WASTE FUND		
540-4000-433660	REVENUE	RECYCLING		$ 5,000
540-5330-510080	REVENUE	OVERTIME	100,000	
540-5330-522628	EXPENSES	MAINT-OTHER	2,000	
540-5330-544001	EXPENSES	OFFICE SUPPLIES	2,000	
540-5330-544045	EXPENSES	OTHER SUPPLIES	2,000	
540-5332-510080	EXPENSES	OVERTIME	10,000	
540-5332-522810	EXPENSES	OTHER SERVICES	1,700	
540-5332-544001	EXPENSES	OFFICE SUPPLIES	500	
540-5532-544020	EXPENSES	MINOR TOOLS	1,000	
540-5332-544045	EXPENSES	OTHER SUPPLIES	1,000	
			120,200	5,000
		Impact on Fund Balance	**$ (115,200)**	

		AIRPORT FUND		
550-5520-510080		OVERTIME	$ 18,500	
550-5520-522043		TRAVEL & TRAINING	12,000	
550-5520-522520		MEMBERSHIP & SUBSCRIPTION	2,000	
550-5520-522636		MAINT-VEHICLES	3,000	
550-5520-544016		MOTOR FUEL & LUBE	3,000	
550-5520-544025		CHEMICALS	1,500	
			40,000	-
		Impact on Fund Balance	**(40,000)**	

Account	Department	Description	DEBIIT	CREDIT
		102-BOYS & GIRLS FUND		
102-4000-450010	REVENUE	INTERGOVERNMENTAL REVENUE		$ 50,000
102-5100-533010	EXPENSES	PROFESSIONAL SERVICES	$ 50,000	$ -
			50,000	50,000
		Impact on Fund Balance	**$ -**	
		PAYROLL FUND		
103-4000-460100	REVENUE	INTEREST EARNED		$ 700
103-5800-580101	TRANSFERS	TRANSFER TO GENERAL FUND	$ 2,302	$ -
			2,302	700
		Impact on Fund Balance	**$ (1,602)**	
		COURT ADMINISTRATION		
101-5120-550110	MUNICPAL COURT	EQUIPMENT	$ 13,843	
			13,843	-
		Impact on Fund Balance	**$ (13,843)**	
		SEIZURES ACCOUNT		
201-4000-441510		CONFISCATED PROPERTY		25,000
201-4000-460100		INTEREST EARNED		1,000
201-5202-550110		EQUIPMENT	5,000	
			5,000	26,000
		Impact on Fund Balance	**21,000**	
		FORFEITURES ACCOUNT		
202-4000-460100		CONFISCATED PROPERTY		25,000
202-4000-460100		INTEREST EARNED		3,400
202-5202-548050		EQUIPMENT	5,134	
202-5202-550100		CAPITAL OUTLAY	21,000	
202-5202-550110		EQUIPMENT	17,183	
			43,317	28,400
		Impact on Fund Balance	**(14,917)**	
		BUILDING DEPRECIATION FUND		
602-4000-471100		PROPERTY RENTAL		
602-5110-522626		MAINT-BUILDING		
			-	-
		Impact on Fund Balance	**-**	

		301- INTEREST & SINKING		
301-4000-401100	REVENUE	CURRENT ADVALOREM TAX		$ 1,500,000
301-4000-460100	REVENUE	INTEREST EARNED	-	6,000
301-4000-460300	REVENUE	INTEREST ON INVESTMENTS		75,000
301-5700-566300	EXPENSES	FISCAL CHARGES	1,000	
301-5700-566301	EXPENSES	DEBT ADMINISTRATION FEES	1,000	
			2,000	1,581,000
		Impact on Fund Balance	**$ 1,579,000**	

		302-SERIES 2019 I&S DEBT FUND		
302-4000-401100	REVENUE	CURRENT ADVALOREM TAX		200,000
			-	200,000
		Impact on Fund Balance	**200,000**	

Account	Department	Description	DEBIIT	CREDIT
		408-2021 CO CONSTRUCTION FUND		
408-4000-460300	REVENUE	INTEREST ON INVESTMENTS		20,000
408-5202-550100	POLICE	CAPITAL OUTLAY	$ 2,119	
408-5202-553120	POLICE	IMPROVEMENTS	$ 1,500	
408-5206-550100	FIRE	CAPITAL OUTLAY	$ 9,777	
			13,395	20,000
		Impact on Fund Balance	**6,605**	
		409-2021B CO CONSTRUCTION FUND		
409-4000-460300	REVENUE	INTEREST ON INVESTMENTS		130,000
409-5410-553120	P&R	IMPROVEMENTS	$ 500,000	
			500,000	130,000
		Impact on Fund Balance	**(370,000)**	
		411-2021A CONSTRUCTION TWDB		
411-5307-553120	DRAIN DITCH	CAPITAL OUTLAY IMPROVEMENTS	$ 4,000,000	
			4,000,000	-
		Impact on Fund Balance	**$ (4,000,000)**	
		416-2018 DRAINAGE FUND		
416-4000-460300	REVENUE	INTEREST ON INVESTMENTS		$ 100,000
			-	100,000
		Impact on Fund Balance	**$ 100,000**	
		417-2019 BOND CONSTRUCTION BOND		
417-4000-460300	REVENUE	INTEREST ON INVESTMENTS		$ 100,000
			-	100,000
		Impact on Fund Balance	**$ 100,000**	
		418-2023 CO CONSTRUCTION FUND		
418-4000-460300	REVENUE	INTEREST ON INVESTMENTS		$ 500,000
418-5202-554131	POLICE	TOOLS & EQUIPMENT	$ 1	
418-5404-550100	P&R	CAPITAL OUTLAY	$ 1,000,000	
			1,000,001	500,000
		Impact on Fund Balance	**$ (500,001)**	
		450- ARPA FUNDS		
450-4000-460300	REVENUE	INTEREST ON INVESTMENTS		200,000
450-5312-554131	WTP	TOOLS & EQUIPMENT	$ 15,000	
450-5322-554131	WWTP	TOOLS & EQUIPMENT	$ 462,452	
450-5350-553120	ENGINEERING	IMPROVEMENTS	$ 200,000	
			677,452	200,000
		Impact on Fund Balance	**(477,452)**	

ORDINANCE 2024-16

AN ORDINANCE AMENDING ORDINANCE NUMBER 2023-42, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, FINDING NEED TO AMEND THE 2023-2024 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, $2,031,115 IN EXPENDITURES & $1,723,788 IN REVENUE; WATER/WASTER NET COMBINED, ($822,326) IN REVENUES OVER EXPENDITURES; SOLID WASTE FUND BY $120,200 IN EXPENDITURES AND $5,000 IN REVENUE; AIRPORT BY $40,000 AND $0 IN EXPENDITURES AND REVENUE RESPECTIVELY; BOYS & GIRLS CLUB FUND INCREASE REVENUE BY $50,000 AND $50,000 IN EXPENDITURES; CIP FUND $500,000 IN REVENUES, AND $500,000 IN EXPENDITURES; ARPA FUND $200,000 IN REVENUES AND $677,452 IN EXPENDITURES;PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2023-2024 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2023-2024 Official Budget, adopted by Ordinance 2023-42, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibits.

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

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

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

PASSED AND APPROVED on first reading at a special meeting of the City Commission this 14th day of May 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ___ day of _____ 2024.

CITY OF WESLACO

____
Adrian Gonzalez, MAYOR

ATTEST:

____
Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

____
Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-476

From:

Subject:
Discussion and consideration to enter into an Interlocal Cooperation Agreement with the County of Hidalgo for American Rescue Plan Act Recovery Funds establishing a partnership to create the Hidalgo County American Rescue Plan Act Recreational Development Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Background:
This is a reimbursement from Hidalgo County Precinct 1 for the playground installed at Judge Gilbert Garza Park.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Martin Garza	New

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
ILA_City of Weslaco_Park, Cost Reimbursement_Payment Request Form, Reimbursement Documentation Checklist_fillable

Responsibilities upon Approval:

AT 11:05 O'CLOCK A M
FILED
APR 23 2024
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [signature] DEPUTY

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF WESLACO FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS

THIS Agreement is made on and entered into effective as of the 16th day of April, 2024, by and between the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as ("County"), and the **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 "local government as defined by the Act, and a political subdivision 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, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act ("ARPA"), including the Coronavirus State and Local Fiscal Recovery Fund (the "SLFRF") which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or 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") version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit "A"**), the SLFRF allows a recipient to transfer funds to another unit of government***, provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance***; and

WHEREAS, the County and City now desire to establish a partnership to create the Hidalgo County American Rescue Plan Act Recreational Development Program which creates safe spaces for healthy play, wellness, and recreation in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to City for the project which includes, but is not limited to park equipment, amenities, supplies, materials, and other necessary provisions;

WHEREAS, the goal of this program is to assist in promoting health and safety in disproportionately impacted communities and underserved residents who have been impacted by the COVID-19 public health emergency continue to have access to safe recreational spaces and healthy living environments, to respond to the public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF 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 those residents of the 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 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) 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 is 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 PLAN

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit "A"** and as a condition of being a sub-recipient of SLFRF, 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 will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

> To establish the Hidalgo County American Rescue Plan Act Recreational Development Program; the funds will be used to assist the City in development neighborhood features that promote improved health and safety outcomes for those disproportionately impacted communities which includes underserved residents who have been impacted by the COVID-19 public health emergency; the funds will ensure the residents continue to have access to safe recreational spaces and healthy living environments. The creation of this program will assist in providing much needed park equipment, amenities, supplies, materials, and other necessary provisions that will contribute to neighborhood cleanup and revitalization of public spaces, to continue the County's efforts to respond to the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of Weslaco Judge Gilbert Garza Park Equipment Project, and/or by <u>December 31, 2024</u>, whichever occurs first.

For purposes of the ARPA 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, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit "A",** and in the additional SLFRF FAQ's and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit "B" (to include any future updated guidance from the U.S. Treasury).**

3.2 County has designated funds in the amount of **<u>$150,000.00</u>** to be allocated to the City for eligible expenses for the City of Weslaco Judge Gilbert Garza Park Equipment Project that creates safe spaces for healthy play, wellness, and recreation to help mitigate the ongoing effects of COVID-19 by purchasing park equipment, amenities, supplies, materials, and other necessary provisions to promote health and safety by developing neighborhood features in disproportionately impacted communities. City shall submit requests to COUNTY on the prescribed Cost Reimbursement/Payment Request Form attached as **Exhibit "C"**, and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. City understands that funds will be disbursed on a reimbursement basis.

3.3 In consideration of the City's representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, City shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit "C"**), and the final report of COVID-19 related expenditures to COUNTY no later than December 31, 2024, and shall keep the supporting documentation for a minimum of five (5) years. 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 representative, 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.

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 City of Weslaco Judge Gilbert Garza Park Equipment Project plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of Weslaco Judge Gilbert Garza Park Equipment Project plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits "A" and "B".**

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 necessary for performance under this Agreement.

SECTION IV
RECORDS AND REPORTS

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

4.2 Per the ARPA 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 603(c) of the Social Security Act.
4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 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.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

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, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the subaward is in compliance with applicable Federal statutes, regulations, and terms of the subaward, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI
AUDIT REQUIREMENTS

6.1 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 VII
SUSPENSION AND TERMINATION

7.1 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", and "C".**

7.2 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 SLFRF 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.

7.3 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 VIII
LIABILITY FOR DISALLOWED COSTS

8.1 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. City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION IX
INDEMNITY CLAUSE

9.1 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.

SECTION X
CONFLICT OF INTEREST

10.1 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 SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of 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 funds from the SLFRF.

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

SECTION XI
MISCELLANEOUS PROVISIONS

11.1 **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.

11.2 **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.

11.3 **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.

11.4 **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.

11.5 **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, 2nd Floor Edinburg, TX 78539 (956)318-2600
With copy to:	Mr. Dagoberto Soto Jr. Hidalgo County Budget Officer 505 S. McColl Rd., Suite G Edinburg, Texas 78539 (956)292-7025 -And-
	Ms. Letty Chavez Hidalgo County Auditor 2808 S. Bus. Hwy 281 Edinburg, Texas 78539 (956)318-2511
If to City:	Adrian Gonzalez Mayor City of Weslaco 255 S. Kansas Ave Weslaco, TX 78596 (956) 968-3181

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.

11.6 **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.

11.7 **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.

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

11.9 **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.

11.10 **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.

11.11 **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.

11.12 **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.

11.13 **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.

11.14 **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.

11.15 **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.

11.16 **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.

CITY OF WESLACO	**THE COUNTY OF HIDALGO**
______________________________	______________________________
Adrian Gonzalez, Mayor	Richard F. Cortez, County Judge

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

ATTEST:

____
Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on 4/16/24 JMB
AI 94887

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios.

By:______________________________
Jaclyn M. Erasmus, Assistant District Attorney

TABLE OF EXHIBITS

EXHIBIT – A	**Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the "Guidance") version 5.4 issued December 14, 2023; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance.**
EXHIBIT – B	**Coronavirus State and Local Fiscal Recovery Funds FAQ's issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, and March 29, 2024– to include any future updated guidance.**
EXHIBIT – C	**Cost Reimbursement/Payment Request Form**

Exhibit C

HIDALGO COUNTY AUDITOR'S OFFICE
American Rescue Plan Act (ARPA)
Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1 — ENTITY CONTACT INFORMATION

1. Entity Name:	2. Contact Name:	3. Contact Title:
4. Mailing Address: (Street, city, state and ZIP code)		5. Contact Phone: ext.

SECTION 2 — TYPE OF REQUEST

6. Payment Type:
If this is a one time payment request, check box and enter request amount then proceed to Section5. $
If this is a periodic reimbursement request, check box then proceed to Section 3.

SECTION 3 — ARPA EXPENDITURE INFORMATION

7. Report Period:	Begin Date	End Date	8. Payment Request No.: -

9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.	16. Expense Category
To Be Completed By Entity					Budget Office Use Only	
		13. TOTAL	$ -	17. TOTAL	$ -	

SECTION 4 — DOCUMENTATION CHECK LIST

Purchasing Policy (should only be provided once)		Quotes		Copies of cancelled checks	
Sam.gov verification for each vendor		Bids		Invoices	
Purchase Order for each invoice		Contracts		Detail Check History Report	

SECTION 5 — ASSURANCES

18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?	Yes	No
19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?	Yes	No
20. Has the request/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 6 — CERTIFICATION

The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.

21. Name:	22. Title:
23. Signature:	24. Date:

SECTION 7

SUBMISSION INFORMATION

Submit completed form and supporting documentation via:
email: ARPA@auditor.co.hidalgo.tx.us
mail: Hidalgo County Auditor's Office
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

FOR COUNTY USE ONLY

Budget Office	Auditor's Office
25. Reviewed by: (signature)	28. Reviewed by: (signature)
26. Name:	29. Name:
27. Date:	30. Date:

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) 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: APRA@auditor.co.hidalgo.tx.us

mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS 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: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
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: Type of Request

6. Payment Type:
   If this is one time payment request, check box and enter request amount then proceed to Section 5.
   If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
   The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. 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.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. 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 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.

HIDALGO COUNTY AUDITOR'S OFFICE
American Rescue Plan Act (ARPA)
Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1

ENTITY CONTACT INFORMATION

1. Entity Name:	2. Contact Name:	3. Contact Title:

4. Mailing Address: (Street, city, state and ZIP code)	5. Contact Phone:	
		ext.

SECTION 2

TYPE OF REQUEST

6. Payment Type:

If this is a one time payment request, check box and enter request amount then proceed to Section5.		$
If this is a periodic reimbursement request, check box then proceed to Section 3.		

SECTION 3

ARPA EXPENDITURE INFORMATION

7. Report Period:	Begin Date	End Date	8. Payment Request No.: -

To Be Completed By Entity				Budget Office Use Only		
9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.	16. Expense Category
		13. TOTAL	$ -	17. TOTAL	$ -	

SECTION 4

DOCUMENTATION CHECK LIST

Purchasing Policy (should only be provided once)		Quotes		Copies of cancelled checks	
Sam.gov verification for each vendor		Bids		Invoices	
Purchase Order for each invoice		Contracts		Detail Check History Report	

Please email questions about this form to ARPA@auditor.co.hidalgo.tx.us

SECTION 5	ASSURANCES				
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?	Yes		No	
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?	Yes		No	
	20. Has the request/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 6	CERTIFICATION	
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.	
	21. Name:	22. Title:
	23. Signature:	24. Date:

SECTION 7	SUBMISSION INFORMATION	FOR COUNTY USE ONLY	
		Budget Office	**Auditor's Office**
	Submit completed form and supporting documentation via:	25. Reviewed by: (signature)	28. Reviewed by: (signature)
	email: ARPA@auditor.co.hidalgo.tx.us		
	mail: Hidalgo County Auditor's Office	26. Name:	29. Name:
	Hidalgo County Administration Building		
	2808 South Business Highway 281	27. Date:	30. Date:
	Edinburg, Texas 78539-6243		

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) 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: APRA@auditor.co.hidalgo.tx.us

mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS 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: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
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: Type of Request

6. Payment Type:
   If this is one time payment request, check box and enter request amount then proceed to Section 5.
   If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
   The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. 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.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. 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 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.

Documentation Checklist

The supporting documentation on the checklist is the minimum documentation required to support reimbursement amounts. Additional documents may be requested as needed.

- Entities are bound to the submitted plan and budget. Reimbursable amounts must align with the budget. Amounts that go beyond the budgeted amount (overages) will not be reimbursed.
- Include a detailed description or schedule of the implementation and operation of a program that ties back to the expenses.
- A current and active System of Award Management (Sam.gov) registration is required for all vendors/entities.
- Proof of payment must be broken down to reflect actual expenses (e.g., standardized report or ad hoc report from financial management system, copies of cleared checks, detailed credit card statement, etc.)

The Budget, ARPA Reimbursement Form and supporting documentation must match.
Unless not utilized by an entity, all documentation must be submitted per category.

Category	**Supporting Documents**
Payroll/Incentive Pay Per Employee	☐ Eligibility Criteria ☐ List of Employees and roles ☐ Timesheets - (no blanks) ☐ Notice of Employment (NOE) - (no blanks) ☐ Payroll/Labor Distribution Report (Breakdown) ☐ Key/Legend for Abbreviated Fringe Benefits ☐ ACH Bank Transfer
Personnel Travel	☐ Mileage Reimbursement Log/Form ☐ Google Maps ☐ Gas Receipts ☐ Car Rental Receipts ☐ Copy of Cleared Check or other proof of payment

The Budget, ARPA Reimbursement Form and supporting documentation must match.
Unless not utilized by an entity, all documentation must be submitted per category.

Category	Supporting Documents
Supplies/Equipment	☐ Rental Agreement if applicable ☐ Subscription if applicable ☐ Purchase Order ☐ Invoice ☐ Receipt ☐ Copy of Cleared Check or other proof of payment
Transportation/Nutrition	☐ Purchase Order ☐ Quote ☐ Invoice ☐ Copy of Cleared Check or other proof of payment
Professional Development/Training	☐ Contract and/or agreements with Entity(ies) ☐ Venue and schedule ☐ Curriculum ☐ Participant List and Attendance ☐ Certificates of Completion ☐ Purchase Order ☐ Quote ☐ Invoice ☐ Copy of Cleared Check or other proof of payment
Rental Arrears Per Person	☐ Tenant Application ☐ Landlord Application ☐ Proof of of COVID-19 related harm (e.g., attestation, lay off letter, unemployment, etc.) ☐ Proof of Arrears (e.g., receipts, invoices/past due notice, eviction letter, etc.) ☐ Copy of Cleared Check or Detailed System Report

Standardized Agenda Request Form

Date of Meeting:	Agenda Item No. (to be assigned by CSO):
May 14, 2024	2024-481

From:
OMAR RODRIGUEZ

Subject:
Discussion and consideration to authorize the Mayor to provide a letter of support to the Boys & Girls Club of Weslaco Expansion project application to Knapp Community Care Foundation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.)

Background:
The Boys & Girls Club of Weslaco has received funding from Congressman Gonzalez $1.7M for the expansion of the unit at Mayor Pablo Pena City Park. They are pursuing additional funding for the project.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Martin Garza	New

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Staff recomends approval.

Attachments, if any:
Letter of Request-BGCW , Capital Project Plan-City of Weslaco

Responsibilities upon Approval:

BOYS & GIRLS CLUBS
OF WESLACO INC

300 N. Airport Dr.
Weslaco, TX. 78596
(956) 973-1610
(956) 520-8009-Fax
bgcclopez@hotmail.com

Carlos Robledo
Board President

Andrew Gonzalez
Vice-President

Mary T. Gallardo
Chief Executive Officer

Afterschool Sites
Main Unit

School Sites
Memorial Elementary
Silva Elementary
Tony Rico Elementary
Mario Ybarra Elementary

April 29, 2024

City of Weslaco
255 S. Kansas St.
Weslaco, TX. 78596

Attn: Mayor Adrian Gonzalez &
Weslaco City Commission

Re: Boys & Girls Club of Weslaco Expansion Project

Dear Honorable Mayor Adrian Gonzalez and City Commission,

On behalf of the Boys & Girls Club of Weslaco, and the more than 2,000 children we serve, we extend our heartfelt gratitude for your ongoing support of our organization and the invaluable programs we provide.

We are excited to share with you a new and ambitious endeavor we are undertaking. Our vision is to expand the current Boys and Girls Club facility by constructing an additional building dedicated to serving teenagers, thereby allowing us to extend our reach to even more young individuals in our community.

As of now, we have successfully secured approximately 70% of the necessary funding for this project. However, we are reaching out to you today to kindly request your consideration in committing funding towards this initiative. The contribution you make will not only directly support the expansion of our facilities but will also serve as a catalyst for leveraging additional funding through grants and private foundations.

Throughout the years, the City of Weslaco has consistently demonstrated unwavering support for our youth, and we are confident that you will continue to champion their cause by partnering with us to turn this vision into reality.

Enclosed, you will find detailed information about the project, including its scope, objectives, and anticipated impact on the community. Should you have any questions or require further clarification, please do not hesitate to reach out to us at your convenience.

Thank you once again for your continued commitment to the youth of Weslaco. Together, we can create a brighter future for generations to come.

Best Regards,

Mary T. Gallarado
Chief Executive Officer
Boys & Girls Club of Weslaco.

GREAT FUTURES START HERE.

Capital Project Plan: Boys & Girls Club of Weslaco Expansion Project

April 29, 2024

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS
OF WESLACO INC

Organizational Background

Founded in 2013 by city leaders in Weslaco, Texas, the Boys & Girls Club of Weslaco Inc. emerged as a beacon of hope and opportunity for the city's youth. Recognizing the need for quality youth development programs, the organization was established with a mission to provide a safe and nurturing environment where children could learn, grow, and succeed.

In 2016, a significant milestone was achieved with the construction of a new facility at 300 N. Airport Dr., nestled within Weslaco City Park. This milestone was made possible through a $1 million Texas Parks & Wildlife grant, coupled with the City of Weslaco's provision of land. The state-of-the-art facility served as the organization's main unit, becoming a focal point for community engagement and youth empowerment.

Since its inception, the Boys & Girls Club of Weslaco has remained steadfast in its commitment to serving the community. With an annual operating budget of approximately $750,000, sourced from a combination of local funds, state grants, foundation grants, individual gifts, and fundraising efforts, the organization has been able to sustain and expand its programs.

Today, in its 11th year of operation, the Boys & Girls Club of Weslaco proudly serves approximately 2,000 children annually. Beyond its main unit at Weslaco City Park, the organization extends its reach through four in-school sites strategically located within the

Weslaco Independent School District. These sites, situated at Memorial, Rico, Ybarra, and Rudy Silva Elementary Schools, ensure that the benefits of the club's programs are accessible to children across the City of Weslaco.

Central to the organization's success is its commitment to collaboration and partnership. The Boys & Girls Club of Weslaco has forged strong relationships with key stakeholders, including the City of Weslaco, Weslaco ISD, IDEA Public Schools-Weslaco, the Weslaco Police Department, the Weslaco Housing Authority, and Hidalgo County Precinct 1 and Commissioner David Fuentes. These collaborative efforts amplify the impact of the organization, fostering a supportive network where children can thrive and realize their full potential.

Project Background

In 2022, the Boys & Girls Club of Weslaco Inc. faced a daunting challenge: its current facilities were no longer sufficient to meet its needs. Each season, the club wrestled with the difficult decision to impose registration limits, leaving many children without access to its programs. Compounding the issue was the absence of dedicated space for teen members, further constraining the club's ability to serve the community.

Recognizing the urgent need for expansion and adaptation, the club proposed an ambitious project to address its limitations. The proposed expansion, adding 12,000 square feet of programmable space, would facilitate the creation of additional program rooms, including dedicated areas for teenagers, a second gym, and additional office space. This expansion would enable the provision of services to an additional 500 children and teens annually.

In 2023, the Boys & Girls Club of Weslaco Inc. took decisive action, submitting a proposal to Congress for Community Project Funding. With the endorsement of Representative Vicente Gonzalez, the project secured $1,700,000 in funding, marking a significant milestone in its journey towards realization.

During the planning phase, the City of Weslaco played a crucial role by offering invaluable support. They provided guidance and helped secure engineers and consultants by soliciting bids. This collaborative effort highlighted everyone's commitment to meeting the community's needs and supporting the well-being of its youth.

Project Objectives

The Boys & Girls Club of Weslaco Expansion Project aims to significantly enhance the organization’s capacity to serve more children and youth. The key objectives of this expansion are as follows:

1. **Serve Additional Club Members:** The project seeks to accommodate an additional 500 club members annually, thereby expanding the reach and impact of the organization within the community.
2. **Create Additional Space:** By adding 12,000 square feet of space, the expansion will provide room for essential facilities including administrative offices, a dedicated teen center, a gym, and areas for social support and family programs.

Project Cost

The estimated cost of this project is $2.5 million. The Community Project Funding approved in 2023, totaling $1.7 million, accounts for nearly 70% of the project budget. The remaining 30% will be sourced through grants and local contributions, ensuring the successful realization of the expansion objective. In alignment with this, the Boys & Girls Club is requesting financial and in-kind support from the City of Weslaco.

Funding Source	Amount	Status
Community Project Funding	$1,700,000	secured
Private Foundations	$500,000	prospecting
Local Government	$250,000	prospecting
Individual Giving/Fundraising	$50,000	planning
Total Amount	**$2,500,000**	

Proposed Site Map

Photo 1: Future site of BGC Weslaco Expansion

Photo 2: Future site of BGC Weslaco Expansion

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-482
From:	

Subject:
Discussion and consideration to approve a services agreement with ERO Architects for Architectural and Engineering services for the Boys & Girls Club of Weslaco Expansion Preliminary Design Report not to exceed $50,000and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Background:
ERO Architects (ERO) is pleased to provide our proposal for a Services Agreement to the City of Weslaco (City) for the development of a Preliminary Design Report for the Weslaco Boys and Girls Club Building Addition located at 300 N. Airport Drive in Weslaco. The project will include a new building with 12,000 square feet of space and parking; and will contain administrative offices, a dedicated teen center, a gym and space for social support and family programs (Project). The budget is $2,500,000 and this is a total project cost with the cost of
the building addition estimated at $1,7500,000. We understand this Preliminary Design Report (Phase 1) will provide your staff, Boys and Girls Club board and the City Commission with information, data and images to assist with plans and decisions to proceed with the construction drawings phase, bidding & negotiations and construction administration in the near future (Phase 2); and then enter into a formal AIA Agreement between both parties.

SCOPE OF WORK
Preliminary Design Report Deliverables
• Review pertinent information of the site and plans for the addition, parking, utilities and drainage.
• Meet with staff to determine and address programmatic requirements.
• Produce program of space requirements and square footage.
• Site the addition and determine suitability with parking, and its proximity to the RDF project.
• Site layout for the addition including building orientation and parking with the aide of our civil engineer.
• Floor plan of new spaces and adjacencies.
• Verify final scope to budget.
• Address construction challenges that may impact the cost of construction.
• Produce a project schedule for design and construction of the addition (for Phase 2).
• Produce exterior renders of the addition.

EXCLUSIONS AND CLARIFICATIONS
• Surveys, civil reports, geo-tech report and as-builts of the building are required and provided by the City.
• Architecture, engineering, interior design, and construction administrative services are not included (for Phase 2)
• MEP/S/F/IT and structural consultants are not included (for Phase 2).
• Revit models and elevations of exteriors and detailed floor plans are not included (for

Phase 2)
• Information technology system, security and fire suppression design are not included (for Phase 2).
• Interior design and FF&E programming and design layout services are not included (for Phase 2).
• Landscape and irrigation design services are not included (for Phase 2).
• Generator design services are not included (for Phase 2).
• Geo-technical, materials testing, all inspections and commissioning are required by the City (for Phase 2)
• Value management is not included (for Phase 2).

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)**:**

OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Martin Garza	New

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
ERO Services Agreement - City of Weslaco Boys and Girl Club Addition 5-10-24 ver2

Responsibilities upon Approval:

May 10, 2024

Martin Garza, City Manager
City of Weslaco
255 South Kansas
Weslaco, TX 78596

sent via email: orodriguez@weslacotx.gov

Re: Proposal for the Preliminary Design of the City of Weslaco Boys and Girls Club Building Addition

Dear Mr. Garza:

ERO Architects (ERO) is pleased to provide our proposal for a Services Agreement to the City of Weslaco (City) for the development of a Preliminary Design Report for the Weslaco Boys and Girls Club Building Addition located at 300 N. Airport Drive in Weslaco. The project will include a new building with 12,000 square feet of space and parking; and will contain administrative offices, a dedicated teen center, a gym and space for social support and family programs (Project). The budget is $2,500,000 and this is a total project cost with the cost of the building addition estimated at $1,7500,000. We understand this Preliminary Design Report (Phase 1) will provide your staff, Boys and Girls Club board and the City Commission with information, data and images to assist with plans and decisions to proceed with the construction drawings phase, bidding & negotiations and construction administration in the near future (Phase 2); and then enter into a formal AIA Agreement between both parties.

SCOPE OF WORK

Preliminary Design Report Deliverables

- Review pertinent information of the site and plans for the addition, parking, utilities and drainage.
- Meet with staff to determine and address programmatic requirements.
- Produce program of space requirements and square footages.
- Site the addition and determine suitability with parking, and its proximity to the RDF project.
- Site layout for the addition including building orientation and parking with the aide of our civil engineer.
- Floor plan of new spaces and adjacencies.
- Verify final scope to budget.
- Address construction challenges that may impact the cost of construction.
- Produce a project schedule for design and construction of the addition (for Phase 2).
- Produce exterior renders of the addition.

EXCLUSIONS AND CLARIFICATIONS

- Surveys, civil reports, geotech report and as-builts of the building are requried and provided by the City.
- Architecture, engineering, interior design, and construction adminservices are not included (for Phase 2)
- MEP/S/F/IT and structural consultants are not included (for Phase 2).
- Revit models and elevations of exteriors and cdetailed floor plans are not included (for Phase 2)
- Information technology system, security and fire suppression design are not included (for Phase 2).
- Interior design and FF&E programming and design layout services are not included (for Phase 2).
- Landscape and irrigation design services are not included (for Phase 2).
- Generator design services are not included (for Phase 2).
- Geotechnical, materials testing, all inspections and commissioning are requried by the City (for Phase 2)
- Value management is not included (for Phase 2).

COMPENSATION AND SCHEDULE
ERO proposes to perform the consulting efforts described above for the fixed fee of $50,000. This fee rate indicates a level of professional service which is consistent with our past work on similar preliminary design reports with the City. ERO can invoice the City in two equal amounts of $25,00 each over two months. ERO expects the schedule of the final report not to exceed ninety (90) once ERO receives an official approval by the City with a signature, formal Notice to Proceed (NTP) and all required reports of the site provided by the City.

ADDITIONAL SERVICES
Additional Services, if required, include: work beyond the scope of the Project described in this proposal; items specifically identified as Additional Services; revisions in ERO's work due to a change with instructions or approvals given by the City; or official interpretations which necessitate changes in ERO's work.

REIMBURSABLE EXPENSES
Reimbursable expenses include reproduction of documents beyond an initial set of copies. Travel, lodging and meal expenses are not reimbursable.

INSURANCE
ERO carries professional liability, general liability and workers compensation insurance policies in accordance with what we have found are generally acceptable requirements.

STANDARD OF CARE
ERO will perform the Project in a manner consistent with the degree of competency, care and skill ordinarily exercised by similarly licensed professionals currently practicing under similar circumstances at the same time and in the same or similar locales.

INDEMNIFICATION AND LIABILITY
ERO shall indemnify and hold harmless the City, its consultants and employees, from and against those liabilities, damages, and costs that the City is legally obligated to pay all damages to the extent they are caused by negligent acts or omissions of ERO. ERO will reimburse the City for reasonable defense costs for claims arising out of ERO's professional negligence and is in the aggregate, limited to an amount no greater than the fee earned under this Agreement. The foregoing hold harmless and indemnity obligations shall only apply to any such causes of action, damages, costs, expenses or other obligations which are covered and recoverable from ERO's insurance. The City agrees to indemnify and hold harmless ERO, its officers, principals, consultants and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by negligent acts or omissions in connection with the Project and this Agreement committed by the City, its agents and consultants or anyone engaged by the City is legally liable.

TERMINATION
Either the City or ERO may terminate this Agreement with or without cause by giving fourteen (14) days' written notice to the other party. In such event the City shall pay ERO in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements.

If acceptable, please sign and return one copy of this Services Agreement to ERO. We appreciate the opportunity to provide this Agreement and look forward to working with the City of Weslaco and the Weslaco Boys and Girls Club Addition. Feel free to contact me should you have any questions or comments regarding this Agreement. Thank you for the opportunity.

Respectfully submitted,

Brian Godinez, Principal & CEO
ERO Architects

City of Weslaco Approval and Agreement:

Adrian Gonzalez , Mayor Date

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-483
From:	
Subject: Discussion and consideration to authorize staff to solicit Statements of Qualifications for Architectural and Engineering design services to re-roof the Valley Nature Center Building and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
OMAR RODRIGUEZ	Created/Initiated
OMAR RODRIGUEZ	Approved
Martin Garza	New
City Manager Comments: Approve as recommended by staff.	
Staff Recommendation:	
Attachments, if any:	
Responsibilities upon Approval:	

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-474	
From: JOEL RIVERA		
Subject: Discussion and consideration to create a Weslaco Police Department PayPal Account for the Sole Source of all Walmart Grant funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)		
Background: Authorize and approve the Weslaco Police Department to create a Sole Source PayPal account and apply for the Walmart grants. Their application process has been updated, which requires a deed account. For the deed account to be verified, a PayPal account has to be linked to it. I spoke to the Finance Director and advised that the Police Department would need the City Council's approval before creating the account. The deadline to apply for grants has been extended to July 15, 2024. Grant amounts are as follows: **Walmart South: $2,000** **Walmart North: $5,000**		
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)**:**		
ROXANNE SAAVEDRA JOEL RIVERA Martin Garza	Created/Initiated New	
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation: The Weslaco Police Department's staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: After approval, Officer Heriberto Caraveo will go ahead and create the account.		

Standardized Agenda Request Form

Date of Meeting: May 14, 2024	**Agenda Item No.** (to be assigned by CSO)**:** 2024-549

From:

Subject:
Discussion and consideration on the request from Cameron County Regional Mobility Authority for a letter of support designating the Pharr District office as Pharr District Metro District Designation 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:
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)**:**

ADELAIDA VEGA Martin Garza	Created

City Manager Comments:
Approve as recommended by staff.

Staff Recommendation:
Approve.

Attachments, if any:
Request for letter of support frm RMA

Responsibilities upon Approval:

Molly Vallejo

From:	Pete Sepulveda, Jr. <psepulveda@ccrma.org>
Sent:	Thursday, May 9, 2024 5:18 PM
To:	Martin Garza
Subject:	Letter of Support
Attachments:	Metro District Letter of Support 05.09.24 Weslaco Mayor.docx

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Martin, good afternoon. See attached letter for the Mayor's consideration. Thanks.

RMA
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

FUEGO
WE'RE GOING PLACES. FAST.

Pete Sepulveda, Jr.
Executive Director
Phone: 956.621.5571
Email: psepulveda@ccrma.org
3461 Carmen Avenue
Rancho Viejo, TX 78575
www.ccrma.org

City of Weslaco

"The City on the Grow"

Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

May 14, 2024

Mr. J. Bruce Bugg, Jr., Chairman
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

RE: Pharr District Metro District Designation

Dear Chairman, Bugg:

On behalf of the City of Weslaco and its partners, I appreciate all you and the Texas Transportation Commissions have done to address infrastructure needs across Texas. As you consider designating the Pharr District as one of TxDOT's six metro districts, I want you to know that I fully support this designation.

Within the Pharr TxDOT District, there are four interstates (I69E, I69C, I2 and I169), twelve international bridges, one international ferry, three international bridges in the process of being expanded, and three international bridges that are in the planning stages. There are also three seaports and eleven airports. Furthermore, there are fourteen international trade corridors strategically located within the Pharr District. A second causeway from the mainland to South Padre Island is also under development.

In 2023 a sixth mode of transportation was added to the Pharr District - SpaceX. SpaceX's plan is to travel to Mars from the Pharr District.

All of this transportation infrastructure collectively brings billions of dollars in trade and commerce to the State of Texas.

For the Pharr TxDOT District to continue to deliver the infrastructure needed to keep up with dramatic growth within the district, a metro district designation is both appropriate and necessary. The enhanced funding associated with a metro district will help ensure that the appropriate transportation infrastructure will be in place to provide for orderly growth and development.

The City of Weslaco deeply appreciates their partnership with both TxDOT and the Rio Grande Valley MPO and support taking a regional approach to address critical infrastructure needs so that our region can continue to serve as an economic engine for both the State of Texas and our nation.

Thank you for your time, and please let me know if I can provide any additional information to you.

Sincerely,

Adrian Gonzalez
Mayor