

CITY COUNCIL AGENDA

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Monday, March 1 2021, at 7:00 PM at the Pearsall City Hall, 214 S. Ash Street, Pearsall, Texas.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81781226015>

Or iPhone one-tap :

US: +13462487799,,81781226015# or +16699009128,,81781226015#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 817 8122 6015

International numbers available: <https://us02web.zoom.us/j/81781226015>

COUNCIL MEMBERS

Mary Moore, Mayor
Julian Hernandez, Mayor Pro Tem
James Leal, Council Member
Sonia Hernandez, Council Member
Brenda Treviño, Council Member
Abel Nieto, Council Member
Vacant, Council Member
Davina Rodriguez, Council Member

1. Call To Order
2. Roll Call and Announcement of a Quorum
3. Invocation and Pledge of Allegiance
4. Presentation
 - A. Winter Storm Presentation 2021
5. Old Business
 - A. Discuss and Consider Resolution No. 2021-02-01 to appoint three (3) members to the Charter Review Committee. - **Previously Tabled Action Item**
6. New Business
 - A. Discuss and Consider extension to Winter Weather Disaster Declaration dated February 23, 2021, by Mayor Mary Moore, in accordance with state law. - **Action Item**
 - B. Discuss and Consider the reopening of City facilities. - **Action Item**
 - C. Discuss and Consider naming the City Hall Annex after the late Councilman Roland Segovia. - **Action Item**

- D. Discuss and consider agreement with Eugene Rodriguez for utilization of his police service dog for K-9 services.
- Action Item

- E. Discuss and Consider Ground Lease Agreement with Chicanos Por La Causa. - Action Item

7. Executive Session - In Accordance with Texas Government Code Chapter 551, Subchapter D:

The City Council of the City of Pearsall may at any time during the meeting close the meeting and hold an executive session pursuant to the Texas Open Meetings Act codified as Chapter 551, Texas Government Code which permits closed meetings pursuant to Section 551.071 for purpose of consulting with its attorneys; Section 551.072, deliberating about real property; Section 551.073, deliberating about gifts, and donations; Section 551.074, deliberating about personnel matters; Section 551.076, deliberating about security devices; Section 551.084, regarding exclusion of witness from witness in connection with an investigation; Section 551.086 deliberating, voting, and taking action as a power utility on a competitive matter; Section 551.087 deliberating about economic development negotiations; and Section 551.088, deliberating about test items to discuss and/or deliberate any of the posted matters to be considered during the open meeting. If it does go into Executive Session, the City Council may deliberate in executive session, then reconvene in open session, vote on the matter in open session, and announce it for the City Council minutes.

- A. Discuss economic development negotiations concerning Block 3, Lots 14-16, Pearsall Addition, also known as 101 North Oak Pearsall, TX.

- B. Discuss economic development negotiations concerning a 1.949 acre tract of land and a 9.27 acre tract of land located in the Pablo Ortiz Survey 1412, Abstract 531, Frio County Pearsall, TX.

- C. Discuss existing solid waste contract the city has with Republic Services and future legal matters.

8. Open Session

- A. Discuss and consider economic development negotiations concerning Block 3, Lots 14-16, Pearsall Addition, also known as 101 North Oak Pearsall, TX.

- Action Item

- B. Discuss and consider economic development negotiations concerning a 1.949 acre tract of land and a 9.27 acre tract of land located in the Pablo Ortiz Survey 1412, Abstract 531, Frio County Pearsall, TX.

- Action Item

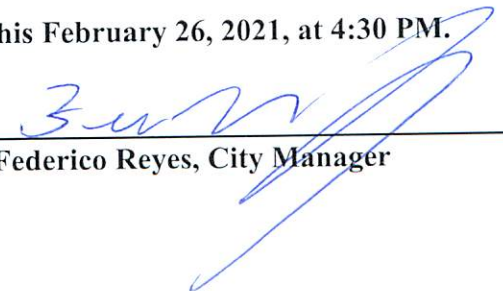
- C. Discuss and Consider existing solid waste contract the city has with Republic Services and future legal matters. - Action Item

9. General Announcements

10. Adjournment

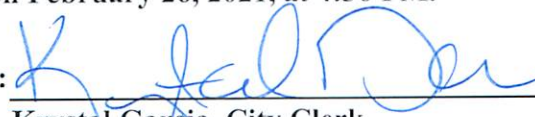
Posted for Public Inspection on this February 26, 2021, at 4:30 PM.

By:


Federico Reyes, City Manager

I certify that the above notice of meeting was posted on the bulletin board of the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas, on February 26, 2021, at 4:30 PM.

By:



Krystal Garcia, City Clerk

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours in advance of the meeting. To make arrangements, call the City Clerk at (830) 334-3676.

RESOLUTION
No. 2021-02-01

WHEREAS, the City Council for the City of Pearsall created the Charter Review Commission upon the adoption of the City Charter by Special Election on May 7, 1994; and

WHEREAS, the City Council for the City of Pearsall as the “Governing Unit” is charged with appointing seven (7) members to the Charter Review Commission to serve a six (6) month term; and

WHEREAS, the City Council for the City of Pearsall now desires to appoint the remaining (3) members to the City of Pearsall Charter Review Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARSALL THAT:

1. _____
2. _____
3. _____

Section 1. The City Council for the City of Pearsall hereby appoints the following members to the City of Pearsall Charter Review Commission to serve the term of six months beginning on the effective date of this resolution:

Section 2. This resolution shall be in full force and effect from the date of its adoption.

PASSED, APPROVED, and ADOPTED this 9th day of February, 2021.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Section 21.04. CHARTER REVIEW COMMISSION.

The City Council shall appoint at its first regular meeting in May of every fifth year after approval of this charter, a charter review commission of seven (7) citizens of the City.

(1) Duties of the commission:

(a) Inquire into the operation of the City government under the charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the commission shall have the power to compel the attendance of any officer or employee of the city and require the submission of any of the city records, which it may deem necessary to the conduct of such hearing.

(b) Propose any recommendations it may deem desirable to insure compliance with the provisions of the charter by the several departments of the city government.

(c) Propose, if it deems desirable, amendments to this charter to improve the effective application of the charter to current conditions.

(d) Report its findings and present its proposed amendments, if any, to the council.

(2) Action by the council: The council shall receive and have published in a newspaper of general circulation in the city, the final report of the charter review commission, shall consider any recommendations made, and if any amendments be presented as part of such report, may order such amendment or amendments to be submitted to the voters of the city in accordance with the Texas Local Government Code, as amended.

(3) Term of office: The term of office of such charter review commission shall be six (6) months, and at the completion of such term, a report shall be presented to the council and all records of the proceedings of such commission shall be filed with the City Clerk and shall become a public record.

Section 21.05. SEVERABILITY.

If any provision of this Charter is held invalid, illegal or unenforceable, the other provisions of the Charter shall not be affected thereby. If the application of the Charters or any of its provisions to any person or circumstance is held invalid, illegal or unenforceable, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby. If any provision of this Charter is in conflict with existing federal and/or state law, the applicable existing federal and/or state law shall govern and shall be reconciled with the remaining applicable Charter provisions.



CITY OF PEARSALL

GATEWAY TO THE WINTERGARDEN

Mayor's Office

February 23, 2021

WHEREAS, THE CITY OF PEARSALL on the 23rd of February 2021, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from February Winter Weather 2021

WHEREAS, THE Mayor of Pearsall has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF PEARSALL:

That a local state of disaster is hereby declared for Pearsall pursuant to §418.108(a) of the Texas Government Code.

Pursuant of §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued or renewed by the City Council of Pearsall:

Pursuant of §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with City Secretary.

Pursuant of §418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the Frio County Emergency Management Plan.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 23rd of February 2021.

Mary Moore, Mayor

cc: Name of additional people to receive copies of this letter.
Files

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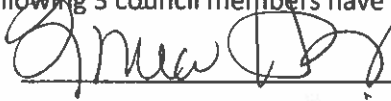
Date: February 23, 2021

✓ I would like the following item below to be placed on next meeting agenda.

To name the current City Hall after the late Roland Segovia. I think this should be dedicated to him since he was Mayor, Mayor Pro-Team, and Council member at this building.

The following 3 council members have signed and agreed to be placed on agenda.

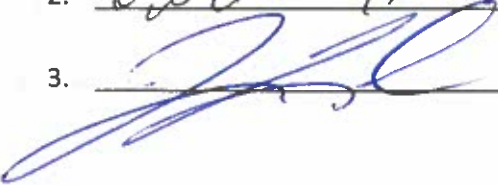
1.



2.



3.



GROUND LEASE AGREEMENT

This Ground Lease Agreement (the "Lease") is entered into by Chicanos Por La Causa, Inc, an Arizona nonprofit corporation ("CPLC") and City of Pearsall ("Landlord"). CPLC and Landlord will singularly be collectively referred as the "Parties."

The Parties agree as follows:

1. Premises. Landlord lease to CPLC and CPLC leases from Landlord, upon all of the terms and conditions hereof, the existing land commonly known as the Pearsall Center located at 809 West Frio Street, Pearsall, Texas 78061. This Lease includes the exclusive right for CPLC and its invitees to use all parking spaces and the outdoor play area(s) associated with the building (collectively, the "Premises").
2. Alterations, Additions and Improvements.
 - a. CPLC may at its sole option and expense, make changes, additions, deletions, improvements, and alterations (collectively, "alterations") to the Premises provided CPLC shall not make any alterations other than decorative or cosmetic changes to the Premises, without Landlord's prior written approval, which shall not be unreasonably withheld.
3. Term.
 - a. The term of this Lease shall begin on January 1, 2021, which is the date the Agreement becomes effective, even if it is signed at a different date, and shall be for a term of one year.
 - b. Early Termination. Notwithstanding anything to the contrary contained herein, the Parties shall have the right to terminate this Lease by giving Landlord thirty (30) days written notice at any time during the term of this Lease. Upon such termination of this Lease, the Parties shall have no further obligations or responsibilities under this Lease or relating to the Premises, and Landlord shall be deemed to have released CPLC from any such further obligations or responsibilities without the need for further action on the part of the Parties.
4. Rent. CPLC agrees to pay, and Landlord agrees to accept, as rent for the Premises, the sum of One Dollar (\$1.00) per year.
5. Property Taxes. Landlord is a political subdivision of the State of Texas and is exempt from State and Local property taxes. CPLC shall pay all property taxes on the improvements and special assessments, which at any time during the term hereof may

be assessed, levied, imposed upon or become due and payable.

6. Costs and Utilities.

- a. Paid by CPLC. In addition to the monthly rent set out in Paragraph 4, CPLC shall be responsible for direct payment of the following costs: All.
- b. Paid by Landlord. Landlord shall not be responsible for any costs other than those costs specifically provided in this Lease.

7. Deposit. No deposit required.

8. Use of Premises. CPLC shall use and occupy the Premises only for the purpose of providing Head Start/Early HeadStart services, and directly related activities, and for no other purpose.

9. Insurance.

- a. Landlord's Insurance. Landlord shall maintain insurance with respect to the Premises, for all the building, structure and the like.
- b. CPLC's Insurance. CPLC shall, at its expense, at all times maintain:
 - i. Insurance with respect to the Premises, and if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and
 - ii. Commercial general liability insurance against claims for death and bodily injury arising on or about the Premises, with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate, also naming Landlord as additional insured.
- c. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, each party shall furnish to the other a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder. CPLC shall name Landlord an additional insured.

10. Waiver of Subrogation. Notwithstanding any other provision in this Lease to the contrary, the Parties agree, for themselves and their respective insurers, successors and assigns, that neither of them will, either directly or by way of subrogation or otherwise, assert against the other any claim that the other is liable or responsible for any loss or damage

that is covered by property or liability insurance maintained by a party that would be covered if each party maintained all insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the faulty or negligence of the other party, or of anyone for whom such party may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

11. Repairs and Maintenance.

- a. CPLC shall, at its expense, perform all routine repairs and maintenance to the Premises.

12. Damage or Destruction of Premises. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that a substantial part of the Premises are rendered substantially un-tenantable, CPLC may terminate this Lease by written notice to Landlord given within thirty (30) days after such damage or destruction.

13. Default.

- a. By CPLC: In the event that CPLC defaults in the performance of any obligation under this Lease, including abandonment of the Premises, Landlord shall provide CPLC and Administration of Children and Families ("ACF") with written notice of the default. In the event that a default occurs under this lease, ACF or another party designated by ACF or ACF's designee for CPLC may intervene to ensure the default is cured by CPLC. If the default in performance by CPLC for a rent payment due is not cured by CPLC within fifteen (15) days after receipt of notice nor by the ACF or ACF's designee within sixty (60) days after receipt of written notice from Landlord, CPLC shall vacate the Premises and return it to Landlord within the same sixty (60) day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and owed by CPLC to Landlord under this Lease if Landlord re-takes possession of the Premises due to non-performance of this Lease by CPLC.

In the event of a default under this Lease, Landlord agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect possession of the premises until after ACF has been notified in accordance with Section 16 and one of the following events has occurred:

1. The responsible ACF official informs Landlord in writing that ACF has decided not to cure the default; or,
2. ACF fails to timely cure the default within the period of time set forth in this lease.

- b. If the default in performance by CPLC is not cured within thirty (30) days after receipt of notice of default from Landlord, CPLC shall vacate the Premises and return it to Landlord within the same thirty (30) day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and owed by CPLC to Landlord under this Lease if Landlord re-takes possession of the Premises due to non-performance of this Lease by CPLC.
- c. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, CPLC shall provide Landlord with written notice of the default. In the event that the default is not cured within sixty (60) days, this Lease shall terminate, and CPLC may vacate the Premises and shall have no further obligations under the Lease or relating to the Premises.

14. Assignment.

- a.  Except as set forth in subparagraph (b) of this section, CPLC shall not assign the Lease or sublet all or any part of the Premises without Landlord's prior written consent, except if CPLC is assigning or subletting to a wholly owned or controlled affiliate entity, which consent shall not be unreasonably withheld or delayed.
- b. The Parties agree that, notwithstanding anything to the contrary contained in the Lease, CPLC may assign all its rights, duties and obligations under the Lease at any time to a grantee selected to replace CPLC as the Head Start/Early Head Start provider for the Program, without Landlord's further consent, which shall not be unreasonably withheld. Exception to this would be if CPLC assigns its rights, duties and obligations to an affiliated entity of CPLC. Upon such assignment, CPLC shall have no further obligations or responsibilities under the Lease or relating to the Premise and Landlord shall be deemed to have released CPLC from any such further obligations or responsibilities without the need for further action on the part of Landlord.

15. Notice.

- a. Notice under this Lease shall be given in writing to the addresses or email addresses listed below. It is effective on the date of receipt/delivery. If notice is by US mail, delivery is presumed to be completed five (5) days after the date upon which notice is mailed. Informal communications may be by e-mail, phone call, or in-person.

If to Landlord:

City of Pearsall
Attn: City Manager
213 South Oak Street
Pearsall, Texas 78061
Email: [INSERT]
Phone: (830) 334-3676

If to CPLC:

Chicanos Por La Causa, Inc.
Attn: Legal
1112 Buckeye Road
Phoenix, AZ 85034
Email: contracts@cplc.org

- b. In addition, Landlord shall send ACF a copy of all notices of default or notice that Landlord intends to exercise its remedies of cancellation or termination which are sent to Tenant on the day that Landlord so notifies Tenant. Landlord shall also notify ACF promptly of any intention to mortgage the Premises or that a lien or other Encumbrances affecting title has been attached to the Premises. Such notices shall be provided in the same manner as provided in Section I 5(a) and shall be given to:

Administration for Children and Families Region 6 (Dallas)
Regional Grants Management Officer
1301 Young Street, Suite 914
Dallas, TX 75202

AND

Attn: David Kadan, Grants Management Officer
Mary E. Switzer Building 330 C Street, SW, Suite 3203
Washington, DC 20201

16. Landlord Warranties. As of the date of execution of this Lease, Landlord represents and warrants to CPLC the following: 1) Landlord is the fee simple owner of and has access rights to the Premises; and 2) Landlord has the right to make this Lease and perform the obligations herein; and CPLC's intended use and occupancy of the Premises complies with all zoning laws and ordinances affecting the Premises.

17. Miscellaneous.

- a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and CPLC. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.
- b. Option to Renew. Landlord grants CPLC the option, exercisable by written notice to Landlord at least thirty (30) days prior to the expiration of the initial term of this Lease, to renew this Lease for an additional one year term immediately following the end of such initial term. All provisions of this Lease shall be applicable to any such renewal term, and CPLC shall have the right to terminate this Lease on thirty (30) days written notice to Landlord, at any time during such extended term, with or without cause, and, upon such termination, CPLC shall have no further obligations to Landlord under the Lease or relating to the Premises.
- c. Holding Over. If CPLC holds over after the expiration of the term of this Lease, or any extended term, if applicable, without written agreement providing otherwise, then CPLC shall be deemed to be a tenant from month to month, at a monthly rent equal to the last monthly rent payable under this lease, and subject to all of the other provisions and conditions of this Lease.
- d. Release of Information. Landlord hereby authorizes CPLC to release information regarding (including without limitation, full reports and results) any and all environmental testing completed with regard to the Premises (including without limitation, lead, asbestos, and radon testing) as directed by the Department of Health and Human Services (DHHS)/the Office of Head Start (OHS).
- e. Attorney's Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the Parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.
- f. Governing Law/Venue. This Lease shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

Landlord

City of Pearsall

Taxpayer ID # 76-6001855

Signature: _____
Printed Name, City Manager

Date: _____

CPLC

Chicanos Por La Causa, Inc.

Taxpayer ID #: 86-0227210

Signature: _____
Andres Contreras, EVP Integrated Health and Human Services,
Social Services and Education

Date: _____