

# City Council

200 North Brazil

## Regular Meeting

Los Fresnos, TX 78566

<http://citylf.cloudaccess.net/en/>

### ~ Agenda ~

---

Tuesday, February 13, 2018

6:00 PM

City Hall

---

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, FEBRUARY 13, 2018 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.**

### I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Consent Agenda
  1. Consideration and ACTION to approve the Minutes from Tuesday, January 9, 2018 and Tuesday, January 23, 2018.
  2. Consideration and ACTION to approve to update Ordinance No. 381 to 490 Flood Damage Prevention.
  3. Consideration and ACTION to approve Service Agreement with The University of TX Health Science Center.
  4. Consideration and ACTION to approve additional funding from the Community Development Council for the Montes-Castro Park.
4. Visitors Remarks- To speak you must sign in with the City Secretary prior to the meeting and you have a limit of 3 minutes to speak.
5. Action Items

1. Consideration and ACTION to renew Agreement with Linebarger Goggan Blair & Sampson, LLP for Collection of Delinquent Ad Valorem Taxes.
2. Consideration and ACTION to renew Agreement with Linebarger Goggan Blair & Sampson, LLP for Collection of Municipal Court Fines and Fees.
3. Consideration and ACTION to approve the Los Fresnos Police Department 2017 Racial Profiling Report
4. Consideration and ACTION to support the Conjunto Festival and approve the Community Development Council funding.
5. Consideration and ACTION for the City Council members to support and participate in the HEB 2018 Step Up Community Challenge.
6. Consideration and ACTION for the Mayor to support and participate in the HEB 2018 Step Up Community Challenge.
6. Acknowledgment of City Manager Report
  1. Acknowledgement of City Manager's Report. A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. Montes-Castro Park H. Welcome Sign I. CBDG 2017-2018 Grant J. Henderson Road Project K. City Hall Project L. Boys & Girls Club M. Building Inspections N. Canal Underground O. Sports Fields P. Dog Park Q. Development & Annexation Plans R. Planning & Zoning Ordinance Update S. Economic Development
7. Acknowledgement of Department Head Reports
  1. Financial Report 1. Monthly 2. Year to Date
  2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
  3. Police Department Report 1. Arrest 2. Incidents 3. Accidents
  4. Municipal Court Report 1. Monthly Report
  5. Library Report 1. Monthly Report
  6. Fire Marshal's Report 1. Monthly Report
8. Closed Session - Deliberation pursuant to Section 551.071, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following.
  1. Closed Session - To deliberate pursuant to Section 551.071, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding pending or contemplated litigation.
9. Open Session – Deliberation and possible action regarding the following:

1. Open Session - Deliberation and possible action regarding the pending or contemplated litigation.

10. Adjournment

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on February 8, 2018 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

---

Jacqueline Moya, City Secretary

Persons with any disabilities that would like to attend meetings must notify City Secretary 24 hours in advance so that the City can make arrangements for that disabled person.

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Minutes  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:  
DOC ID: 2489 A

**SCHEDULED**

**ACTION ITEM (ID # 2489)**

---

**Consideration and ACTION to approve the Minutes from  
Tuesday, January 9, 2018 and Tuesday, January 23, 2018.**

I recommend approval.



# City Council

200 North Brazil

## Regular Meeting

Los Fresnos, TX 78566

<http://citylf.cloudaccess.net/en/>

~ Minutes ~

Tuesday, January 9, 2018

6:00 PM

City Hall

### Agenda

1. Call meeting to order

The meeting was called to order at 6:02 PM by Mayor Polo Narvaez.

2. Invocation and Pledge of Allegiance

Mr. Milum gave the invocation and led the audience in the Pledge of Allegiance.

### Presentation

#### Presentation by Chamber of Commerce.

Mr. Champion presented the council with a handout and explained the different events/activities hosted by the Chamber for the 4th quarter 2017.

Mr. Champion answered questions for the council.

<b>RESULT: NO ACTION</b>
--------------------------

### Consent Agenda

Mayor Narvaez asked the members of the council if there are any changes or issues they would like to address separately.

Mr. Milum pointed out two misspelled words in the minutes border and diamond.

Mayor Narvaez mentions if there are any other corrections or questions.

Council Member Munoz states his comment about the contractor for the sludge project not having experience was not added to the minutes. Mr. Milum states the comment will be added.

Motion was made and seconded to approve with the recommended changes to the consent agenda.

### Approval or rejection of Minutes from December 12, 2017 meeting.

Regular Meeting

Tuesday, January 9, 2018

6:00 PM

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

Approval or rejection of General Fund amendment for FY 2017-2018.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

Consideration and ACTION on amendment to interlocal agreement between Tropical TX Behavioral Health and The City of Los Fresnos Police Department for the 1115 Wavier.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

Approval or rejection to acknowledge the Financial Report and Cash Investment Report for the 4th quarter ending in September 30, 2017.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

Visitor Remarks- To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.

#### Action Items

Consideration and ACTION to approve additional sponsorship for the Los Fresnos Rodeo.

Mr Milum explained the options available for Sky Box Seat Sponsorship.

Mr. Real asked Mr. Milum if they were obligated annually, Mr. Milum went on to explain the process of the sponsorship and how they were not obligated to any of it annually.

Mayor Narvaez asked if they take the Sky box alone for \$1000.00 it would accommodate 10 people, Mr Milum agreed and explained the second option would fit 6.

Mr. Munoz asked who approved this. The Mayor, Mr. Milum, all other Council member went on to explain it was not approved and they were just options for sponsorship.

Mr. Milum clarified the differences between the two options and answered question for the Mayor & Council Members.

Motion was made and second to select option 1 sponsorship for \$1,500.

<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Swain Real, Councilman
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

**Consideration and ACTION to appoint 4 persons to the Los Frenosos Community Development Board.**

Mr. Milum explain that 4 members for the Community Development Board were up for renewal Mr. Milum states all members were present at meetings, participating and doing there jobs. The 4 members are willing to continue to serve on the Board.

Mr. Milum suggested to keep the 4 member.

Motion was made and seconded to re appoint the 4 members for the Community Development Council.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Javier Mendez, Councilman
<b>SECONDER:</b>	Polo Narvaez, Mayor
<b>AYES:</b>	Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Consideration and ACTION on setting a date for a workshop to plan and establish our focus and vision for the year as well as complete public meeting training.**

Mr. Milum explained that it was time for the Council Members to complete the Open Meetings Act training and felt it was a good time to discuss the direction and input on things the Council sees we need to focus on for 2018.

Motion was made and seconded to have a workshop on Tuesday, January 23, 2018 at 6:00pm.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Acknowledgment of City Manager's Report**

**A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G.**



**Montes-Castro Park H. Welcome Sign I. CDBG 2017-2018 Grant J. Henderson Road  
Project K. City Hall Project**

Mr. Milum reported the following:

Wastewater Plant Update-Contractor will be starting in the next week or so. Contract is 180 days but they will be done quicker then that.

Nature Park-Diamond Eight will be staring on Monday.

Hike & Bike Trails-Waiting on environmental studies and approvals primarily TXDOT

Henderson Road Project-Pending environmental approvals.

Mr. Mendez asked for a temporary solution for the erosion along the pipes on both sides of Henderson Rd. Mr. Milum explained the biggest problem is where the pipe is underground and we would not be able to do anything without spending a lot of money. Mr. Mendez also asked about the City Hall sign. Mr Milum explained he had received two quotes and was pending on one more quote then they would put the sign up.

Mr. Munoz asked on the loan we have for street repairs. Mr. Milum explained we are already making regular payments that includes principal and interest. Since we have not done the project yet the funds are in the bank collecting interest.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Acknowledgement of Department Head Reports**

**Financial Report 1. Monthly 2. Year-to-Date**

Motion was made and seconded to acknowledge the Financial Report.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Swain Real, Councilman
<b>AYES:</b>	Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling**

Motion was made and seconded to acknowledge the Public Works Report.

Attachment: MINUTES 1 9 18 (2489 : Minutes)

Regular Meeting

Tuesday, January 9, 2018

6:00 PM

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Police Department 1. Arrests 2. Incidents 3. Accidents**

Motion was made and seconded to acknowledge the Police Department Report.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Municipal Court Report 1. Monthly Report**

Motion was made and seconded to acknowledge the Municipal Court Report.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Library Report 1. Monthly Report**

Motion was made and seconded to acknowledge the Library Report.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Fire Marshal's Report 1. Monthly Report**

Motion was made and seconded to acknowledge the Fire Marshal's Report.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**EMS Reports 1. Quarterly report**

Motion was made and seconded to acknowledge the EMS Report.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Polo Narvaez, Mayor  
**SECONDER:** Swain Real, Councilman  
**AYES:** Garza, Munoz, Narvaez, Cruz, Real, Mendez

**Closed Session - Deliberation pursuant to Section \_\_\_\_\_, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following.**

Attachment: MINUTES 1 9 18 (2489 : Minutes)

**Regular Meeting****Tuesday, January 9, 2018****6:00 PM**

- Deliberation pursuant to Section \_\_\_\_\_, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following.

**Closed Session- Deliberation pursuant to Section 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the evaluation of City Manager.**

Mayor Narvaez recessed the meeting for closed session at 6:35 PM

**RESULT: NO ACTION**

**Open Session – Deliberation and possible action regarding the following:**

**Open Session-Deliberation and possible action regarding evaluation of City Manager.**

Mayor Narvaez called the meeting back to order at 8:07 PM.

Mayor Narvaez states the evaluation fro the City Manager has been completed and no other action would be taken.

**RESULT: NO ACTION**

11. Adjournment

Mayor Narvaez adjourned the meeting at 8:09 PM

\_\_\_\_\_  
Presiding Officer of the Council

\_\_\_\_\_  
Recorder

Attachment: MINUTES 1 9 18 (2489 : Minutes)



# City Council

200 North Brazil

## Special Meeting

Los Fresnos, TX 78566  
<http://citylf.cloudaccess.net/en/>

~ Minutes ~

Tuesday, January 23, 2018

6:00 PM

City Hall

### Call to Order

The meeting was called to order at 6:00 PM by Mayor Polo Narvaez

### Invocation and Pledge of Allegiance

Mr. Milum gave the invocation and led the Audience in the Pledge of Allegiance.

### Vistors Remarks-To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.

There were no comments.

### Workshop

Mr. Milum stated because Mr. Juarez had not arrived to direct the Open Meetings Training they would start with discussing the goals for 2018.

### Open Meetings Act Training

Mayor Narvaez ended the recess at 7:12pm

Mr. Juarez briefed the Council members on the Open Meetings Act training. Mr Milum began the video for the members.

The Council began to view the training video, Mr. Juarez paused the video throughout to elaborated on some items and answered questions for the council.

<b>RESULT: NO ACTION</b>
--------------------------

### Discussion on Goals & Vision for 2018

Mr. Milum started by explaining the status on grants for Hike & Bike Trail and the Nature Park. Mr. Milum plans to have a meeting with TX-Dot on the engineering for Whipple Road. He let the council know that we have received the historical clearance for the resaca crossings on the Henderson Road Project. Mr. Milum clarified to the council that it was just one of the two environmental clearances needed. We have another that is waiting. Carlos Salazar and Mr Milum went to look at the area to see how we could make it safer for the residents till we get the project started. Mr Salazar ordered signs that will say one lane only and will show a visual as well and white stripes will be painted to hopefully keep traffic towards the middle.

Attachment: MINUTES 1 23 18 (2489 : Minutes)

Council member Swain Real's concern was the building project process. He feels we should incentive more development maybe by cutting fees. Mr. Milum and him discussed the annexing process and possible land for future development.

Mr. Milum passed out a handout and explained the advantages and disadvantages to having Mr. Ramos as our inspector. He elaborated on the handout about the plan review, inspections and reinspections Mr. Ramos has conducted. Mr Milum points out information Pablo Garza had added from other cities showing what it would cost for a full time inspector. Mr Real and Mr. Mendez both felt there is a perception of Mr. Ramos failing an inspection just to come back and get paid again. Mr. Real states he has never had a problem with Mr. Ramos and he is by the book. He brought up the issues Brownsville has with bribery. Mr. Milum states he feels confident that we don't have that going on in Los Fresnos but his concern is the reinspection. He noted that only 14% are reinspections and most are from the same contractors. Mayor Narvaez states it is important that the individual be strict and by the book.

Mr. Milum explained the process for approving a strip center and the issues the City has had with determining the required parking. Mr. Real gave an example asking if we figured the parking the same way as Brownsville, Mr. Milum agreed. Mr. Real shared his experience with other cities on determining the parking for plazas. Mr. Milum explained the problem we have with Ocean Plaza. Mr. Real believes that the key would be getting the parking procedures right and streamlining the process. Mr. Real thinks even if it is for a short time, we should make the process easier and get the area developed, it would be good for the city.

Mr. Milum wants to move forward on getting a full time inspector. He and the council members discussed options as shown in the handout Mr. Milum provided. Mr. Mendez stated that the City of San Benito shared a name with him of a previous inspector. Mr. Mendez spoke to that person and he was interested in the position, but we were not ready at the time to hire full time inspector just yet. Mr. Mendez mention the inspector did have his certifications.

Mr. Mendez asked if we were affected by the new law/legislation on annexation. Mr. Milum explained it did not affect us and elaborated on how the annexation legislation worked and gave examples on the legislation to the Council. They also discussed what area is still available for annexation. Mr. Mendez asked if we had any goals/plans in the next 3-5 years to annex property on the East side of town. Mr. Milum said we did not have plans and explained the expense to extend sewer services in that area was high. We could apply for colonia funds to extend the sewer to the Chula Vista Subdivision and up size the lift stations in that area and then annex without large expenses. Mr. Milum explained to the council the high cost the sewer expansion that was done on the west side of town. Mr. Milum also spoke on possibly expanding to Del Mar Heights and explained on the benefits of doing so, which is primarily getting grants for the infrastructure.



Mayor Narvaez asked Mr. Milum if annexation was addressed in our 10-20 year plan. Mr. Milum said no, not any specific areas. Mr. Narvaez thinks it would be a good idea if we developed 5-10 year plan because we need to be prepared and do things right for any future development. The council members and Mr. Milum discussed on development plans and possible options they had. Mr. Milum said he would look into the annexation plan to get it funded and what it would look like for first time sewer and lift station up size in the Chula Vista Subdivision.

Council member Yolanda Cruz asked for an update on the canal behind Canal St. Mr. Milum said we had not received any new information from the water district. They discussed other irrigation drainage projects that had been done through out the city. Mr. Milum had already talked to the irrigation district in reference to options for placing the canal underground and the funding for it but the irrigation district has not gotten back to him on the cost. Ms. Cruz asked if we had any plans for soccer fields. Mr Milum said only at Memorial Park because the City did not have any land. He knew that the Rodeo Committee had talked about a proposal with the developers of Ocelot development. The developer will donate land behind the Rodeo grounds if they would construct a bridge across the drain ditch to Durango Estates. The rodeo only needs the property 3 days a year. An agreement could be done with the rodeo to use this property for soccer fields and baseball fields.

Mr. Milum said he would have a meeting with Mr. Maldonado the manager at Wal-Mart in reference to a possible dog park in the area between Evergreen St and the store. Mr. Milum would really love for that to happen.

Ms. Cruz asked how we were with personnel and if we needed to add any other positions other then the building inspector. Mr. Milum stated we were fully staffed. There were a couple of things he could use help with but if we would hire a full time inspector that might solve that. Mr. Real asked if Jackie would still be handling permits, Mr. Milum confirmed she would be for now but eventually would have someone in finance start the permits and she would oversee them. Mr. Milum had spoke to Pablo and Jackie on what that division would look like. Pablo was working on cross training the staff to help when an employee is out.

Mr. Narvaez wanted to include adding parks, soccer fields, playgrounds and dog parks to the plan as well.

Mr. Mendez asked if the CDC had a plan to target a certain type of development and mentioned that Whatabuuger is the most requested business. Mr. Milum stated he and Desi have met with a gentlemen that searches for business to come into the area. Mr. Milum had sent him information on available properties around town. A pawn shop was thinking of coming in on the property located on Highway 100 & FM 1575. Mr. Milum was going to continue to talk with the gentlemen to hopefully get a Whataburger into Los

**Special Meeting****Tuesday, January 23, 2018****6:00 PM**

Fresnos Starbucks was mentioned as well. Mr. Milum and the council members continued to discuss on businesses that have been wanting to come to Los Fresnos and existing business that have come and gone due to poor selection on location in the City. Mr. Milum will get proposals from companies to assist with retail development.

Mr. Real would like to also add that the planning and zoning ordinance needed improvement, Mr. Milum agreed and he would like to work on it as well.

Mayor Narvaez asked to start a 5 min recess at 7:06 pm

<b>RESULT: NO ACTION</b>
--------------------------

**Adjournment**

The meeting was closed at 8:31 PM

\_\_\_\_\_  
Presiding Officer of the Council

\_\_\_\_\_  
Recorder

Attachment: MINUTES 1 23 18 (2489 : Minutes)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Ordinances  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2494)**

DOC ID: 2494 A

---

---

**Consideration and ACTION to approve to update Ordinance  
No. 381 to 490 Flood Damage Prevention.**

Flood damage prevention is required by FEMA. From time to time they update their regulations. The changes indicated highlighted by yellow are their updates. The rest of the document is our current ordinance. We have no choice in making these changes. It is required or flood insurance in no longer available for our residents. That would be catastrophic.

I recommend approval.

## **ORDINANCE NO. 490**

**AN ORDINANCE ADOPTING THE FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF LOS FRESNOS, TEXAS JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES FOR NON COMPLIANCE; REPEALING ORDINANCE 381 WHICH WAS PASSED AND APPROVED ON AUGUST 20, 2008; AND PROVIDING FOR AN EFFECTIVE DATE AFTER PUBLICATION.**

**NOW, THEREFOR, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS.**

### **ARTICLE I**

#### **STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS**

##### **SECTION A. STATUTORY AUTHORIZATION**

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Los Fresnos, Texas, does ordain as follows:

##### **SECTION B. FINDINGS OF FACT**

(1) The flood hazard areas of City of Los Fresnos are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

##### **SECTION C. STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

#### **SECTION D. METHODS OF REDUCING FLOOD LOSSES**

In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development, which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

## ARTICLE 2

### DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

**ALLUVIAL FAN FLOODING** - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

**APEX** - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

**APPURTENANT STRUCTURE** – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

**AREA OF FUTURE CONDITIONS FLOOD HAZARD** – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

**AREA OF SHALLOW FLOODING** - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**AREA OF SPECIAL FLOOD HAZARD** - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

**BASE FLOOD** - means the flood having a 1 percent chance of being equaled or exceeded in any given year.



**BASE FLOOD ELEVATION (BFE)** – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

**BASEMENT** - means any area of the building having its floor subgrade (below ground level) on all sides.

**BREAKAWAY WALL** – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

**CRITICAL FEATURE** - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

**DEVELOPMENT** - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**ELEVATED BUILDING** – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**EXISTING CONSTRUCTION** - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION** - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be

affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**FLOOD OR FLOODING** - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

**FLOOD ELEVATION STUDY** – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

**FLOOD HAZARD BOUNDARY MAP (FHBM)** - means an official map of a community, issued by the Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

**FLOOD INSURANCE RATE MAP (FIRM)** - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY (FIS)** – see *Flood Elevation Study*

**FLOODPLAIN OR FLOOD-PRONE AREA** - means any land area susceptible to being inundated by water from any source (see definition of flooding).

**FLOODPLAIN MANAGEMENT** - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**FLOODPLAIN MANAGEMENT REGULATIONS** - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.



**FLOOD PROTECTION SYSTEM** - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**FLOOD PROOFING** - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**FLOODWAY** – see *Regulatory Floodway*

**FUNCTIONALLY DEPENDENT USE** - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**HIGHEST ADJACENT GRADE** - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE** - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

**LEVEE** - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

**LEVEE SYSTEM** - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**LOWEST FLOOR** - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

**MANUFACTURED HOME** - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

**MANUFACTURED HOME PARK OR SUBDIVISION** - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MEAN SEA LEVEL** - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**NEW CONSTRUCTION** - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION** - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**RECREATIONAL VEHICLE** - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REGULATORY FLOODWAY** - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**RIVERINE** – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**SPECIAL FLOOD HAZARD AREA** – see *Area of Special Flood Hazard*

**START OF CONSTRUCTION** - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such

as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE** – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**VARIANCE** – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

**VIOLATION** - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

### **ARTICLE 3**

#### **GENERAL PROVISIONS**

##### **SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of the City of Los Fresnos.

##### **SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD**

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Cameron County and Incorporated Areas," dated February 16, 2018, with accompanying Flood Insurance Rate Maps (FIRM) dated February 16, 2018. and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

##### **SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT**

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

##### **SECTION D. COMPLIANCE**

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

##### **SECTION E. ABROGATION AND GREATER RESTRICTIONS**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance

and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

## **SECTION F. INTERPRETATION**

In the interpretation and application of this ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

## **SECTION G. WARNING AND DISCLAIMER OR LIABILITY**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

# **ARTICLE 4**

## **ADMINISTRATION**

### **SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR**

The Building Official is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

### **SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all



other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

## **SECTION C. PERMIT PROCEDURES**

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
- (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
- (c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);
- (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- (e) Maintain a record of all such information in accordance with Article 4, Section (B) (1).

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:



- (a) The danger to life and property due to flooding or erosion damage;
- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (c) The danger that materials may be swept onto other lands to the injury of others;
- (d) The compatibility of the proposed use with existing and anticipated development;
- (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (h) The necessity to the facility of a waterfront location, where applicable;
- (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

#### **SECTION D. VARIANCE PROCEDURES**

- (1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause

fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

## **ARTICLE 5**

### **PROVISIONS FOR FLOOD HAZARD REDUCTION**

#### **SECTION A. GENERAL STANDARDS**

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

## **SECTION B. SPECIFIC STANDARDS**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation

(in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes** -

(a) Require that all manufactured homes to be placed within Zone A on a community's FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to

or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

## **SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS**

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres,

whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

#### **SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)**

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

#### **SECTION E. SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

#### **SECTION F. PENALTIES FOR NON COMPLIANCE**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Los Fresnos from taking such other lawful action as is necessary to prevent or remedy any violation.

**PASSED AND APPROVED AFTER THE SECONDING READING OF  
ORDINANCE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Polo Narvaez, Sr., Mayor  
City of Los Fresnos, Texas

ATTEST:



\_\_\_\_\_  
Jacqueline Moya, City Secretary

**SECTION F. CERTIFICATION OF ADOPTION**

**APPROVED:** \_\_\_\_\_  
**Polo Narvaez, Mayor**  
**City of Los Fresnos, Texas**

**PASSED:** \_\_\_\_\_  
**(adoption date)**

**ORDINANCE BECOMES EFFECTIVE:** \_\_\_\_\_  
**(effective date)**

I, the undersigned, Jacqueline Moya, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City Council of the City of Los Fresnos, at a regular meeting duly convened on August 12, 2008.

\_\_\_\_\_  
Jacqueline Moya, City Secretary

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2476)**

DOC ID: 2476 A

---

---

**Consideration and ACTION to approve Service Agreement  
with The University of TX Health Science Center.**

This is the extension of the Community Health Program grant that we have been involved in for about 5 years. This is an extension of the agreement until September 30. It pays the cost of the program. We have reviewed the requirements in the agreement and are already exceeding them as we always do. Our program is looked at as the best there is where we have been setting the standards.

I recommend approval.

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1<sup>st</sup> day of March 2018, by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Los Fresnos ("Contractor").

### RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. Scope of Work: Contractor will perform the scope of the work to the satisfaction of University as described below:

#### Staff, Equipment, and Training

Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! program activities in their municipality which include the promotion of SNAP - ED (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW is replaced, contractor will ensure that the new community health workers, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. Contractor will ensure that the community health worker has space, including venues to host exercise classes and Group Lifestyle Balance classes, in order to implement Tu Salud ¡Si Cuenta! program services.

**Payment for fulfilling all requirements listed in 'Staff, Equipment, and Training' is valued at \$15,000 Contractor must demonstrate fulfillment of these services to receive payment.**

#### Participation in Program Meetings

- Contractor municipal leadership representatives will participate in semiannual face-to-face meetings or seminars organized by the program. Contractor's community health worker will participate in bi-weekly face-to-face meetings and seminars organized by the program specifically.
- Contractor will ensure that representatives will participate in all planning meetings for the Tu Salud ¡Si Cuenta! program with UHealth representatives to modify the Tu Salud ¡Si Cuenta! program implementation plan for their municipality. Contractor will assist in producing a plan that will include current capacity, needed resources, timelines and plans for implementation. The need for meetings about implementation activities and modification to said activities to ensure successful obtainment of all metrics is anticipated to continue past FY18.

**Payment for fulfilling all requirements listed in ‘Participation in Program Meetings’ is valued at \$5,000. Contractor must demonstrate fulfillment of these services to receive payment.**

#### Program Implementation

- Contractor will ensure that the community health worker is implementing program strategies according to the Tu Salud ¡Si Cuenta! work plan during the contract period.
- Contractor will implement all Tu Salud ¡Si Cuenta! components which include: exercise opportunities and classes (including group exercise classes, walking groups, and activity breaks), nutrition education opportunities, SNAP benefits education and referrals, media, follow ups, and social support.
  - Contractor will ensure that at least 150 individuals enrolled in between January 1, 2018 and September 30, 2018 participate in Tu Salud ¡Si Cuenta! physical activity offerings accompanied by nutrition information by September 30, 2018.
  - Contractor will ensure that at least 150 Tu Salud ¡Si Cuenta! participants who were enrolled in between January 1, 2018 and September 30, 2018 are provided with information about how to apply for SNAP benefits by September 30, 2018.
  - Contractor will secure at least 3 venues for group exercise offerings by March 1, 2018 and maintain group exercise offerings at those venues until September 30, 2018.
  - Contractor will ensure at least 12 free exercise classes per week, 5 of which are new classes implemented by March 1, 2018; all 12 must maintain their availability until September 30, 2018. The free exercise classes must be those taught by or coordinated by the community health worker affiliated with this program. All physical activity classes should include nutritional information according to directions outlined by UHealth and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with UHealth to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.
- Contractor will work with UHealth representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 45% of Tu Salud ¡Si Cuenta! participants who receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2018.
- Contractor will work with UHealth representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 35% of Tu Salud ¡Si Cuenta! participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2018.
- Contractor will participate in UHealth’s evaluation of municipal activities related to the Tu Salud ¡Si Cuenta! program. Evaluation activities include but are not limited to: implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow up outcomes.
- Contractor will participate in planning for region wide options for implementation of Diabetes Prevention Classes using the Group Lifestyle Balance (GLB) curriculum. Contractor should be prepared to initiate GLB class offerings with a certified GLB coach by April 2018. The certified GLB coach is required to shadow at least 3 GLB classes prior to launching their own GLB program. Contractor will deliver the GLB class to a group of at least 20 people

and no more than 30 people to launch the program. A goal of retaining at least 50% of participants during delivery of the GLB program should be established. Contractor is responsible for recruiting and retaining participants. All programs must be offered in a safe location at a time convenient to participants. Contractor will track specific metrics of physical activity, fruit and vegetable consumption, weight, waist circumference, and blood pressure using standardized forms and procedures delineated by UTH. The contractor must agree and the CHW must participate in observations of the delivery of course content for monitoring purposes. Data gathered through the program must be de-identified and shared with UTH for monitoring and reporting purposes at least quarterly. Costs for course materials and incentives for participant attendance are incurred by the contractor and reimbursable under this service agreement upon completion of services.

- Contractor will participate in an established local community coalition; if one does not exist the site will create a local community coalition. At least three meetings should be conducted by September 30, 2018. Evidence of these efforts should be documented through the meeting agenda and sign in sheet. City and community actions or improvements related to items discussed during the meetings should also be documented. The CHW will be expected to participate in the committee and contribute towards resolving issues identified in the coalition meetings.
- Contractor will actively promote and participate in The Challenge 2018 activities including the weigh in (January), midpoint weigh in (March) and weigh-out (April).

**Payment for fulfilling all requirements listed in ‘Program Implementation’ is valued at \$20,000. Contractor must demonstrate fulfillment of these services to receive payment.**

#### Tracking Participant Data and Program Information

- Contractor will ensure the data system containing their municipality’s participant data is accurate and entered on a weekly basis. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 150 new participants.
  - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the Tu Salud ¡Si Cuenta! program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.
- Contractor will ensure that the CHW/instructor enters all required data into the data system, including:
  - Information about participants enrolled in the Tu Salud ¡Si Cuenta! program.
  - Information about participant’s insurance status and financial income.
  - Information about participants who were referred to SNAP assistance.
  - Information on the participants who received follow up (including physical activity levels, level of consumption of fruits and vegetables, clinic home, anthropometric measurements, blood pressure screenings, other referrals, and personal goals)

Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.
- Contractor will document program activities and provide this documentation in a timely, organized format to be used by the program for reporting to HHSC by September 30, 2018.

**Payment for fulfilling all requirements listed in ‘Tracking Participant Data and Program Information’ is valued at \$5,000. Contractor must demonstrate fulfillment of these services to receive payment.**

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. Duration of Agreement: This Agreement shall be effective 3/01/2018 and shall terminate on 9/30/2018.
3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University’s authorized representative (Dr. Belinda Reininger). All invoices are paid ‘Net 30 Days’ from receipt of invoice.

**Payment for fulfilling all requirements listed in the scope of work is broken down as follows:**

- **Staff, Equipment, and Training \$15,000.**
- **Participation in Program Meetings \$5,000.**
- **Program Implementation \$20,000.**
- **Tracking Participant Data and Program Information \$5,000.**

**Contractor must demonstrate fulfillment of these services to receive payment.**

**The total value of this Agreement shall not exceed \$45,000.**

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.
5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.
6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.
7. Ownership and Use of Work Material.

7.1 All drawings, specifications, plans, computations, sketches, data, photographs,

tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
  - 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
  - 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
  - 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.
  9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:



To University:

To Contractor:

The University of Texas  
Health Science Center at Houston  
P.O. Box 20036  
Houston, Texas 77225

---

---

---

---

10. Indemnification: Contractor shall indemnify and hold harmless University, The University of Texas System, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that they may suffer as a result of the performance of this Agreement.
11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:
- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
  - That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
  - That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

### **DISPUTE RESOLUTION - Long Form (for Agreements over \$25,000)**

13. Dispute Resolution: To the extent that Chapter 2260 of the *Texas Government Code*, as



it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

- (A) Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.
- (B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Agreement by University.
- (C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University’s or the state’s sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.
  - (1) The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
  - (2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

14. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
15. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
16. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
17. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.
18. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming

through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

19. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
20. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
21. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
22. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
23. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

24. **Access by Individuals with Disabilities.** Contractor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
25. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, “Work Laws”). Contractor certifies that Contractor and Contractor’s employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.
26. Export Controls: Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”). For purposes of this Agreement, “controlled technology or data” means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:
- (A) Contractor shall promptly notify University in the event that Contractor or any of Contractor’s employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.
  - (B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor’s access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

- (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
- (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
- (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.
27. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
28. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

CONTRACTOR:

THE UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT HOUSTON

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Authorized Purchasing  
Agent)

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



PO Number \_\_\_\_\_

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2493)**

DOC ID: 2493 A

---

**Consideration and ACTION to approve additional funding  
from the Community Development Council for the Montes-  
Castro Park.**

Texas Parks and Wildlife reviewed our original application as compared to our bids and determined we did not have a swing included in the playground equipment. They are requiring us to add that. When the park board and I chose the particular playground we didn't realize the swing had to be included. The additional funding of \$6,250 will add a swing and meet that requirement. The CDC Board approved the funding at their February 5th meeting. They do have the available funds.

I recommend approval.



January 29, 2018

Mark Milum

200 N. Brazil

Los Fresnos, Texas 78566

RE: Los Fresnos Montes-Castro Park

Mr. Milum,

Texas Wildlife and Parks has approved our current construction plans in which the ADA swing set was required in order for approval. The additional cost of the swing set installed by a certified installer is \$5,200 as shown on the attached Change Order Proposal for Los Fresnos Montes-Castro Park. The other cost included in this change order is to accommodate ADA requirements and a shade tree for the relocated picnic tables as shown on the attached drawings.

If there is any concern or question please contact me at (956) 541-1155.

Respectfully,

HANSON PROFESSIONAL SERVICES INC.

Richard A. Riggins, PE

**HOLMONT LLC**

City of Los Fresnos  
 200 N. Brazil St.  
 Los Fresnos, Texas 78566

January 25, 2018

## Los Fresnos Montes-Castro Park Change Order Proposal

Please see below pricing for work requested outside the scope of Contract.

- |  |            |
|--|------------|
| 1. Concrete aprons to accommodate the wheelchair turnaround. (Qty. 4)<br>Size: 2'0" x 6'0"   | \$500.00   |
| 2. Installation of tree ring border.   | \$125.00   |
| 3. Installation of oak tree.   | \$425.00   |
| 4. Swing set with ADA and non-ADA seat (regular)*; Assembly and install<br>by CPS-certified installer. Price includes: freight, hardware, and packaging. | \$5,200.00 |

**Total Price: \$6,250.00**

\*Note: Swing set will take an additional 3 weeks lead time from approval of change order, as such we request 15 additional Calendar Days be added to the Contract Time.

Respectfully,

*Aurelio Turrubiates*

Aurelio Turrubiates  
 Project Manager and Estimator

Attachment: ADDITIONAL FUNDING MONTES-CASTRO PARK (2493 : Additional funding Montes-Castro Park)

**HOLMONT LLC**

3600 Fairmont Ave. Ant 1 Pharr, Tx. 78577





**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2491)**

DOC ID: 2491 A

---

---

**Consideration and ACTION to renew Agreement with  
Linebarger Goggan Blair & Sampson, LLP for Collection of  
Delinquent Ad Valorem Taxes.**

Linebarger Goggan Blair & Sampson have collected the city's delinquent ad valorem taxes for many years. Staff is requesting the renewal of this contract for a period of 3 years. They do a terrific job for the City.

I recommend approval.

## Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Los Fresnos (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 to any other taxing unit whose taxes are assessed and collected by 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, as follows:

- (a) fifteen (15%) percent of the amount of all 2003 and prior year 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; and

(b) twenty (20%) percent of the amount of all 2004 and subsequent year 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 March 2, 2018 (The "Effective Date") and shall expire on March 1, 2021 (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 §2270.002.** In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

**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 Los Fresnos

**Linebarger Goggan Blair  
& Sampson, LLP**

By: \_\_\_\_\_  
Polo Narvaez, Mayor

By:  \_\_\_\_\_  
John D. Guevara, Partner

Date:

Date:

ATTEST:



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2492)**

DOC ID: 2492

---

---

**Consideration and ACTION to renew Agreement with  
Linebarger Goggan Blair & Sampson, LLP for Collection of  
Municipal Court Fines and Fees.**

Linebarger Goggan Blair & Sampson have collected the city's delinquent municipal court fines and fees for many years. Staff is requesting the renewal of this contract for a period of 3 years. They do a terrific job for the City.

I recommend approval.

## Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF CAMERON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Los Fresnos, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

### Article I

#### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### Article 2

#### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. 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 pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas

Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3** *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

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. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **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, improving the proprietary software and database, and generating 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 certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services 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.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that 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 March 2, 2018 (the "Effective Date") and shall expire on March 1, 2021 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (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 sixty (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 (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) 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 collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day 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 ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7**

### *Miscellaneous*

7.01 Subcontracting. 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 Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
 Attention: Director of CMS  
 P.O. Box 17428  
 Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Mr. Mark Milum, City Manager  
 City of Los Fresnos  
 200 N. Brazil Street  
 Los Fresnos, TX 78566

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Los Fresnos

By: \_\_\_\_\_  
 Polo Narvaez, Mayor

Linebarger Goggan Blair & Sampson, LLP

By:  \_\_\_\_\_  
 John D. Guevara, Partner  
 For the FIRM

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:  
DOC ID: 2490 A

**SCHEDULED**

**ACTION ITEM (ID # 2490)**

---

---

**Consideration and ACTION to approve the Los Fresnos  
Police Department 2017 Racial Profiling Report**

The annual racial profiling report looks good. Nothing stands out as a concern. Chief Hector Gonzalez will be at the meeting to answer questions.

I recommend approval.

# Partial Exemption Racial Profiling Reporting

Tier 1

## LOS FRESNOS POLICE DEPARTMENT

Module(s): All

Call Type(s): All

Date Range: From 01/01/2017 To 12/31/2017

### Number of motor vehicle stops:

	1.	5645	citation only	
Mark only 1 category per vehicle stop	2.	374	arrest only	
	3.	107	both	
	4.			6126 Total

### Race or Ethnicity:

5.	138	African	
6.	49	Asian	
7.	761	Caucasian	
8.	5173	Hispanic	
9.	1	Middle Eastern	
10.	4	Native American	
11.			6126 Total

### Race or Ethnicity known prior to stop?

12.	6	Yes	
13.	6120	No	
14.			6126 Total

### Search conducted?

15.	386	Yes	
16.	5740	No	
17.			6126 Total

### Was search consented?

18.	5	Yes	
19.	381	No	
20.	386	Total Must equal #15	

Attachment: 2017 LFPD RACIAL PROFILING (2490 : 2017 Racial Profiling Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2477)**

DOC ID: 2477 A

---

---

**Consideration and ACTION to support the Conjunto Festival and approve the Community Development Council funding.**

Attached is information on the Conjunto Festival. They will be here to make a presentation. The CDC Board approved funding for \$5,000 to help support it. The funds for CDC are available.

They would need the City to provide security from the Police Department and set up from the Public Works Department. To have security and public works help it will be less than \$3,000 and can be worked within the current budget.

I think it is a great event to get behind to see what the future holds bringing another top event to provide services to our residents as well as attract visitors for an extended period of time to visit our businesses.

I recommend approval.



The purpose of the Conjunto Festival is:

- ✓ to preserve, develop, and promote this musical genre born on the Texas Mexican Border;
- ✓ to insure Los Fresnos, Texas is a major cultural tourist destination with the Center's 26 years of cultural programming;
- ✓ to contribute to the economic infrastructure and the maintenance of a community festival which educates and empowers people of all ages in importance of this musical genre;
- ✓ to begin to foster a partnership with the City of Los Fresnos, Rio Grande Valley and beyond and to build on the Conjunto Festival's historical and cultural uniqueness.

The NMCAC Center is a 501 (c) (3) tax-exempt organization dedicated to the preservation, development, and promotion of the rich cultural heritage of the Mexican American community through music, theater, dance, film, literary works, and the visual arts. The Center was founded on October 29, 1991 on Narciso Martinez's 80<sup>th</sup> birthday. He was present and performed for the Center opening.

The Center in 1991 opened a much needed cultural space in the Rio Grande Valley. It was through the opening of the Center that other cultural institutions emerged:

- ✓ Cinesol Film Festival (1992),
- ✓ The South Texas Conjunto Association (1999),
- ✓ The Narciso Martinez Cultural Center Writers Forum (2000)

The Center has been catalyst for forging an art scene in the Valley and literary productions are now found throughout the Rio Grande Valley. The South Texas Conjunto Association produces a radio program on Conjunto music aired on the NPR Radio station KJJF on weekends.

While the Narciso Martinez Cultural Arts Center produces 20 cultural presentations early the three days Conjunto Festival being the biggest event. The Conjunto Festival is 1 of 2 festivals that focuses specifically on this musical genre

In 1998 the Smithsonian recorded our Conjunto Festival and in 1999 with our collaboration produced the infamous **Taquachito Nights: Conjunto Music from South Texas**



CD which has now sold in the thousands This recording to date is the only full length recording of conjunto music in a festival setting.

The Center's

- ✓ 3<sup>rd</sup> Thursday Conjunto Nights (monthly Conjunto event at La Villita dance Hall in San Benito),
- ✓ The NMCAC Writer's Forum Women's Month,
- ✓ National Hispanic Month, and
- ✓ Dia de Los Muertos.

are very well established programs that attract visitors from throughout the Rio Grande Valley.

On October 2006 our 15<sup>th</sup> Annual Conjunto Festival, La Quinceñera was broadcast live for three days by Radio Bilingüe in Fresno, California. Radio Bilingue is the leading Latino public radio network and content producer for the nation's public broadcasting system whose mission is to serve as a voice to empower Latinos and other under-served communities in the Western United States. They collaborated with KMBH public radio in Harlingen to produce this live show. They did live interviews of the conjunto artists at the KMBH studios as well live broadcasts of the conjuntos performing on the festival grounds. Radio Bilingüe is willing to do a 3 day festival promotion of our 2018 Conjunto Festival. Radio Bilingue's promotion for the festival would begin on September 1, 2018 and would include Los Fresnos as the festival site.

While our mission is to preserve, develop, and promote Mexican American art in the RGV, our art programming is also an important economic engine. Patrons who attend our Center events and the Conjunto Festival spend money, thus contributing to the sales tax base. The 3 day Conjunto Festival brings out visitors. These visitors are defined as cultural tourists. **What are cultural tourists and cultural tourism?** Cultural Tourism is the subset of tourism that is defined as travel directed toward experiencing the traditional and contemporary culture, arts, and special character of a place. Ethnomusicologists have defined Narciso Martinez as the Father of Texas Mexican Conjunto.

**Why should the City of Los Fresnos, TX. be interested in cultural tourism?** The primary benefit of cultural tourism is economic impact. The cultural tourist data states the fact that



travelers who participate in cultural activities spend more money and stay longer than leisure travelers. Another consideration is that Texas tourism peaks in the spring, again in midsummer, and once again in the fall, which can provide seasonal relief for communities that are highly dependent upon snowbirds or other wintertime income. Cultural tourism also shapes and defines a community's image, both to itself and to the outside world. Cultural tourism is important because it enhances the economic development of a community. Undoubtedly the Narciso Martinez Cultural Arts has been the leader in the Rio Grande Valley in creating a unique cultural niche for Mexican American arts. For 26 years the strength of the Center has been its year round world class programing, with the highlight being the three-day Conjunto Festival.

The 2018 Conjunto Festival will host 15 conjuntos from The Rio Grande Valley, Laredo, Corpus Christi, San Antonio, Houston, Dallas, and Austin. The cultural tourist data indicates the San Antonio, Houston, and Dallas markets are the biggest source of tourists to the Rio Grande Valley. South Padre Island is a major attraction, but our Conjunto Festival has been able to attract some of these visitors specifically to the Festival. The majority of the cultural tourists coming to the festival come from San Antonio, Houston, and Dallas and there is a contingency from California, Ohio, Michigan, Illinois, Louisiana, and Florida. Approximately 3,000 persons attended our 2016 Conjunto Festival and the participants were from 35 cities outside the RGV.

The festival will draw cultural tourists to Los Fresnos, Texas for 3 days where they will spend their money on hotel accommodations, gasoline, food, and other amenities. An out of the Valley **cultural tourist** to the conjunto festival will spend an average of \$768.00 (2013 report to Economic Development and Tourism Division, Office of the Governor). **In 2016 The Narciso Martinez Cultural Arts Center Conjunto Festival cost \$39,248.** Food vendors spend money in buying the product they will sell during the festival. The arts are economic development and conjunto music is an art form that was created on the Texas-Mexican border that has a legacy of close to 100 years.

The major reason for our success has been our ongoing quality programming. We use the different social media avenues, i.e., newspapers, e-mails, mail outs, Facebook, You Tube, KJJF Public Radio, word of mouth, fliers, and posters. The total attendance for Center programs in 2017 was 2,425 persons. Approximately 90% of the attendees to our events are from RGV.



January 25, 2018

Mr. Mark W. Milum  
City Manager – City of Los Fresnos  
200 N. Brazil  
Los Fresnos Texas 78566

Dear Mr. Milum,

Greetings! We would like to thank you for listening to our presentation on the history of the The Narciso Martinez Cultural Arts Center and in particular our Conjunto Festival. We are requesting the City of Los Fresnos co-sponsor The Center's 3-day Conjunto Festival. We have been producing the festival for 25 years and we established a successful festival focusing on the musical genre known as Conjunto Music.

The festival, apart from the entertainment aspect, is an excellent economic engine for the City of Los Fresnos. The festival draws approximately 3,000 participants from the Rio Grande Valley and beyond. The NMCAC is responsible for:

- ❖ contracting the bands and the sound engineer;
- ❖ promoting the festival via the print and social media;
- ❖ Radio Bilingue from Sacramento, California would program to all of their affiliates in the Western part of the U.S. The City of Los Fresnos and its community would publicize throughout not only the 3-day event, but also in the festival promotion before the start of the festival. I talked to Samuel Orozco on January 23, 2018 and he assured me that while they cannot have a full crew present at the festival they can promote the festival through their affiliates which include stations in Rio Grande City, Zapata, and Crystal City;
- ❖ acquisition of event insures to cover liability issues
- ❖ beer license, working the beer and beverage booth and working with Glazer's Beer and Beverage;
- ❖ renting of portable restrooms to add to the existing restrooms in the city park;
- ❖ covering the entrance and charging the \$6.00 per day to enter the festival;
- ❖ any extra fencing as necessary;
- ❖ Festival t-shirt to include the City of Los Fresnos as a sponsor;
- ❖ 40-page full color commemorative keepsake program guide that includes band bios, advertising, human interest stories, as well as information on the city's year round activities.

The City of Los Fresnos would:

- ❖ contribute festival security,
- ❖ public works,
- ❖ EMS/Fire and Police Department,
- ❖ promotion through the city's and Chamber's networks,
- ❖ EDC funding to advertise the festival;
- ❖ Los Fresnos Chamber of Commerce would recruit the food vendors;
- ❖ collaborating with the LFCISD to support the festival via parking across the city park, as well as utilizing the school district's network to promote the festival. Mr. Juan Longoria is the director of the district's conjunto program and has performed at our festival and other Center conjunto events.

The collaboration between The City of Los Fresnos and The NMCAC offers an excellent opportunity for adding a major musical attraction to an already vibrant city. Again the entertainment aspect of the festival and the monies utilized to carry out this 3-day event fit well into the framework of economic development.

We pray the City of Los Fresnos accepts our request to have The Narciso Martinez Cultural Arts Center 26<sup>th</sup> Annual Conjunto Festival on October 19, 20, 21, 2018.

Sincerely,

*Rogelio T. Núñez*

Rogelio T. Núñez  
Director

Enclosures:      1.      NMCAC Document  
                         2.      Radio Bilingue  
                         2.      Tentative Bands  
                         3.      Tentative Festival t-shirt logo

CC. Val Champion, Executive Director of the Los Fresno's Chamber of Commerce.



CONTACT: Rogelio T. Núñez, 956-367-0335  
Yolanda López 956-571-3325



1.5.4.a

## 26<sup>th</sup> Annual Conjunto Festival

Friday, October 19, 2018 6:00 pm – 11:00 p.m.

Saturday, October 20, 2018 5:00 pm – 11:00 p.m.

Sunday, October 21, 2018 4:00 pm - 9:00 p.m.

**\$6.00 per day**

The line-up includes 15 conjunto bands from the Rio Grande Valley, Corpus Christi, Austin, San Antonio, Laredo, and Eagle Pass, TX.

La Naturaleza

Los Layton

HACHE 3

Da Krazy Pimps

Bernardo y Sus Compadres

Juan Lugo y Su Conjunto

Bene Medina y Conjunto Águila

Conteño

Los Texmaniacs w/ Flaco Jiménez

Boni Mauricio

Conjunto Aztlán

Los Cucuys

Epi Martínez & Friends

Los Donneños

Los Latinos

**Dancing, food, beverages. Bring your own chairs and umbrellas. NO OUTSIDE BEVERAGES OR FOOD ARE ALLOWED.**

Attachment: CONJUNTO FESTIVAL (2477 : Conjunto Festival)

**Radio Bilingüe**, a non-profit radio network with Latino control and leadership, is the only United States national distributor of Spanish-language programming in public radio. It is based in [Fresno, California](#).<sup>[1]</sup>

This satellite network was formed to provide stations with news, information, and cultural programming in Spanish and musical programs showcasing a variety of Latino formats with emphasis on [Mexican folk](#) and [Afro-Caribbean](#) rhythms. Satélite Radio Bilingüe builds on Radio Bilingüe's decades-old tradition of talk programs, special events coverage and its flagship news service, *Noticiero Latino*, for stations across the United States, Puerto Rico and Mexico.

Radio Bilingüe is the recognized Spanish-language radio service for the public radio system in the United States. It serves over half a million listeners with its pioneering daily Spanish-language national talk show, *Línea Abierta*, its independently produced news service, *Noticiero Latino*, and its rainbow of Spanish-language folk music for its national Latino audiences. The entire 24-hour daily operation is totally devoted to public service. Radio Bilingüe has a full-time staff of twenty-five and a budget of two million dollars. Its funders include the [Robert Wood Johnson Foundation](#), [The California Endowment](#), the [David and Lucile Packard Foundation](#), the [Corporation for Public Broadcasting](#), the [National Endowment for the Arts](#), the [California Arts Council](#), the [California State Health Department](#) - Tobacco Control Section, and many other funding partners interested in informing hard-to-reach, low-income, Latino populations in California and across the U.S.

### Historical Note

Founded in 1976 by Hugo Morales along with Latino activists, farmworkers, and community members, Radio Bilingüe (RB) became the first full-power FM radio station to provide media access and culturally and socially relevant news and information to the growing Spanish-speaking community of California's Central Valley. RB is a non-profit, educational, public radio network aimed at serving primarily underserved and underrepresented Latinos, as well as to other minority communities, living in the United States.

Radio Bilingüe became formally incorporated in July 1977 when its articles of incorporation were signed. Two years later, on August 20, 1979, the Federal Communications Commission (FCC) announced Radio Bilingüe's spectrum assignment as: KSJV 91.5 FM. The radio station's first broadcast took place on July 4, 1980; but it wasn't until August 5, 1980, that the FCC legally granted Radio Bilingüe its noncommercial educational FM station license.

Radio Bilingüe's first home was on the fourth floor of the Mason Building of the Fulton Mall in downtown Fresno, California. Its 16,000-watt transmitter, located on Eshom Point in the Sierra Nevada, had the capacity to reach the Chicano and Mexican community living in the Central Valley of California between the cities of Merced and Bakersfield. Radio Bilingüe began featuring public-affairs shows focusing on farmworker issues in addition to musical content. The station would also broadcast forums and call-in shows on various topics, such as immigration reform, pesticides, labor law, and bilingual education. At the time of its establishment, Radio Bilingüe became the first bilingual public radio station in a major market and the third bilingual station in the United States.<sup>[2]</sup>

In the early 1990s, Radio Bilingüe experienced a development that marked a major expansion for the organization: It launched *Satélite Radio Bilingüe*, which enabled satellite transmission of its programming throughout the United States. This meant the radio station could reach many more of the Latino communities living across rural and urban areas in the country. And in addition to the expanded U.S. coverage, Radio Bilingüe also began reaching Latino communities in Puerto Rico, in various states across Mexico, and in Vancouver, Canada.

Across the United States, Radio Bilingüe constitutes about one-third of the national Latino public radio system. In California, it serves three rural regions with concentrated Latino populations: the San Joaquin Valley, Imperial County, and the combined Monterey/Santa Cruz/San Benito County area. The largest of the Radio Bilingüe's service regions is the San Joaquin Valley; this area stretches from Stanislaus County in the north to Kern County in the south. If we consider the San Joaquin Valley a single radio service area, it would rank as the seventh-largest Hispanic radio market in the country (Arbitron, 2002). And if we were to combine all three of its service regions, Radio Bilingüe would rank as sixth-largest Hispanic in the United States, reaching more than 1 million teens and adults living in Spanish-speaking households across the United States.<sup>[3]</sup>

Today, Radio Bilingüe's main office is headquartered in Fresno, California, and its news division office is located in Oakland, California. In the course of 34 years since its first broadcast, Radio Bilingüe grew from a single radio station with local reach, into a transnational radio network. As of 2014, Radio Bilingüe owns and operates 13 radio stations and has 92 affiliate radio stations across the United States and Puerto Rico (the number of affiliate stations can vary year to year).







**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2479)**

DOC ID: 2479 A

---

---

**Consideration and ACTION for the City Council members to support and participate in the HEB 2018 Step Up Community Challenge.**

The community health program is promoting this challenge in hopes of getting more folks involved in healthy living. Points are received when folks participate, eat well and exercise. Points are also received for the Council's support.

I recommend approval.

# IT'S TIME TEXAS COMMUNITY CHALLENGE

Presented by **H-E-B**

## CITY COUNCIL'S PLEDGE

In Support of the IT'S TIME TEXAS Community Challenge,  
We, the City Council of \_\_\_\_\_, Texas

Pledge to:

☐

Kick off the IT'S TIME TEXAS Community Challenge by declaring our support and encouraging our constituents to participate!



To Earn Challenge Points For Our Community, We Will:

☐

Declare our support by signing the pledge and by uploading a picture of the group holding the pledge to the Challenge site. (For 2,500 points)

☐

Encourage our Mayor to sign the Community Challenge Pledge if it hasn't been submitted.

☐

Establish or strengthen a Mayor's Health and Fitness Council or Citywide Health Collaborative (Optional, for 20,000 points)

*We recognize that a healthy community is more united, more productive, and more prosperous.*

*As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.*

### Our city is up to the Challenge!

Council Members Signatures:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



This institution is an equal opportunity provider. This material was funded by USDA's Supplemental Nutrition Assistance Program -- SNAP. To receive assistance purchasing healthy foods, sign up for SNAP benefits at [yourtexasbenefits.com](http://yourtexasbenefits.com).

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2478)**

DOC ID: 2478 A

---

---

**Consideration and ACTION for the Mayor to support and participate in the HEB 2018 Step Up Community Challenge.**

The community health program is promoting this challenge in hopes of getting more folks involved in healthy living. Points are received when folks participate, eat well and exercise. Points are also received for the Mayor's support.

I recommend approval.



# IT'S TIME TEXAS COMMUNITY CHALLENGE

Presented by **H-E-B**

# STEP UP

## TO THE 2018 COMMUNITY CHALLENGE!

### January 8th - March 4th

The IT'S TIME TEXAS Community Challenge, is a statewide competition where you earn points for your city or town by simply making healthier choices. It's free, fun, and holds you accountable for your New Year's Resolutions! Register for the Community Challenge, and ask your family, friends, and coworkers to compete alongside you!

### HOW IT WORKS:



#### REGISTER

for the Community Challenge  
at [ittcommunitychallenge.com](http://ittcommunitychallenge.com)



#### UPLOAD SELFIES

of healthy eating or  
exercise & fitness



#### SUBMIT ACTIVITIES

through the activity tracker  
on the website



#### EARN POINTS

for your community and  
encourage others to register, too!

### HOW YOU CAN EARN POINTS FOR YOUR COMMUNITY:

**500**  
POINTS

Register on the website  
and select your community

**50**  
POINTS

Track your physical activity up to 2x per day  
using the Activity Tracker on the Challenge  
website, or sync with Fit Ranking

**100**  
POINTS

Track your weight weekly  
using the Weight Tracker  
on the Challenge website

**200**  
POINTS

Take a Healthy Selfie whenever you're  
eating healthy or getting physically active

**200**  
POINTS

Watch the Living Healthier  
video lesson and answer a  
few questions

**250**  
POINTS

Host a community event that is  
health-focused, free, and open  
to the public

[www.ittcommunitychallenge.com](http://www.ittcommunitychallenge.com)





# IT'S TIME TEXAS COMMUNITY CHALLENGE

Presented by **H-E-B**



[www.ittcommunitychallenge.com](http://www.ittcommunitychallenge.com)

## A BIG PICTURE LOOK AT THE 2018 IT'S TIME TEXAS COMMUNITY CHALLENGE

The 2018 IT'S TIME TEXAS Community Challenge launches on January 8th and runs through March 4th at 5pm!

Wondering how you can step up? There are many ways Texans can earn points for their communities:

First, register! All participants earn 500 points for their communities by creating an account on the Community Challenge website.



### INDIVIDUALS CAN:

- » Take a Healthy Selfie whenever you're eating healthy, or participating in a physical activity! ----- 200 points  
At least one person must be present in the photo.
- » Utilize the Fitness Tracker daily, or Sync with Map My Fitness/Fit Ranking! ----- 50 points  
You may earn points for tracking your physical activity up to 2x per day.
- » Utilize the Weight Tracker to track your weight weekly! ----- 100 points
- » Watch the Living Healthier Video Lesson and answer some questions! ----- 200 points
- » Host a Community Event! This must be a free, public, fitness-focused event the entire community can enjoy. ----- 250 points



### MAYORS & ELECTED OFFICIALS CAN:

- » Sign the Mayor's Pledge! This digital pledge lives on the Challenge site. ----- 10,000 points
- » Sign the City Council Pledge! One pledge may be submitted per Council. ----- 2,500 points
- » Create a Mayor's Challenge Video! ----- 15,000 points  
Upload a video announcing a personal goal and challenging another Texas community to step up.
- » Establish or Strengthen a Citywide Health Collaborative! ----- 20,000 points
- » Host an IT'S TIME TEXAS Sanctioned Event with mayoral participation! ----- 5,000 points  
Communities may host one event per month.



### SCHOOL/DISTRICT REPRESENTATIVES CAN:

- » Sign the Pledge: • District School Board - 2,000 • Superintendent Pledge - 2,000 points • District Health & Wellness Coordinator Pledge - 1,000 points • District SHAC Leader Member Pledge (one per SHAC) - 500 points • Principal Pledge - 500 points • PTA Pledge - 250 points • Teacher Pledge - 200 points
- » Implement a Teach Healthier Activity from the Teach Healthier App! ----- 500 points  
Educators can earn points for one Teach Healthier lesson per day.
- » Organize a Healthy Staff Activity! Three staff members must attend, one photo per activity ----- 200 points
- » Implement the Teach Healthier MyPlate Lesson! ----- 20 points  
One picture per student holding their MyPlate activity card.



### BUSINESSES & ORGANIZATIONS REPRESENTATIVES CAN:

- » Sign the Work Healthier Pledge or Nonprofit Leader Pledge! ----- 250 points
- » Complete the Work Healthier Assessment on behalf of your workplace! ----- 200 points
- » Organize a Healthy Workplace Event at work! ----- 200 points  
This must be a group fitness or nutrition activity with at least three staff members present.



### FAITH-BASED ORGANIZATION REPRESENTATIVES CAN:

- » Sign the Faith-Based Leadership Pledge! ----- 250 points
- » Organize a Healthy Group Activity! ----- 200 points  
This must be a group fitness or nutrition activity with at least three participants.

Please read the full requirements for each activity on the Challenge site before submitting.

If you still have questions, feel free to contact us at [coco@itstimetexas.org](mailto:coco@itstimetexas.org)!

# IT'S TIME TEXAS COMMUNITY CHALLENGE

Presented by **H-E-B**

## MAYOR PLEDGE

In Support of the 2018 IT'S TIME TEXAS Community Challenge,

I, Mayor \_\_\_\_\_, of \_\_\_\_\_, Texas

### Pledge to:



Kick off the IT'S TIME TEXAS Community Challenge by declaring my support and encouraging my constituents to participate!

### To Earn Challenge Points For My Community, I Will:



E-mail a photo of myself holding the Pledge to [mayorpledge@itstimetexas.org](mailto:mayorpledge@itstimetexas.org) to be featured on the Challenge website (Required, 10,000 points)



Ask City Council members to sign and upload a photo of the group holding the Pledge on the Challenge site (2,500 points)



Create and upload a short video that promotes the IT'S TIME TEXAS Community Challenge and calls on another Texas Mayor to compete (15,000 points)



Establish or strengthen a Mayor's Health and Fitness Council in my community (20,000 points)



Host and speak at an IT'S TIME TEXAS-sanctioned event in my community that promotes healthy living and the Community Challenge (5,000 points)

*I recognize that a healthy community is more united, more productive, and more prosperous.*

*I am committed to the health of my community and pledge to make our community a model for others to follow.*

## My community is up to the Challenge!

Mayor's Signature:

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Let your community know you've signed your pledge by taking a photo holding your signed pledge and posting it to social media with the hashtag #CommunityChallenge!**



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2481)**

DOC ID: 2481 B

**Acknowledgement of City Manager's Report. A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. Montes-Castro Park H. Welcome Sign I. CBDG 2017-2018 Grant J. Henderson Road Project K. City Hall Project L. Boys & Girls Club M. Building Inspections N. Canal Underground O. Sports Fields P. Dog Park Q. Development & Annexation Plans R. Planning & Zoning Ordinance Update S. Economic Development**

A. Wastewater Plant Update - Construction is set next week for the sludge. We are working to get bid documents ready to begin advertising for the chlorine contact basin. This should be ready by next month. The headworks portion will need to be designed first taking about 120 days and then approval by TWDB. Once that is done we can advertise and begin construction on that.

B. Water Plant Update - Guzman & Munoz Engineering is working on the detailed items that need to be done by a contractor to include as part of the study he is doing so we can hopefully get funding through TWBD. It is included in the study under C.

C. Water & Wastewater Engineering Study - Guzman & Munoz Engineering continues to work on design, surveying, easements or property required for east and west Highway 100 as well as north on FM 1575. The water portion is not complete yet. They have completed the study for wastewater. The Council approved asking for about \$1,500,000 to fix 3 lift stations, run sewer service to the new annexed areas on West Highway 100, replace some old manholes and replace some old sewer lines. There are no grants available for this but we can probably get a low interest loan. The intent will be to do this with no increase in sewer rates. The amounts we can save on repairs can go towards the loan payment. We are working with engineers, financial advisors and bond counsel on needed documents for TWDB. Don Gonzales from Estarda Hinojosa met with Pablo and me last week and will be meeting again in the next 3 or 4 weeks to get more work done on the application and preparation of the documents to get a loan or grant.

D. Whipple Road Wastewater Extension - Naismith-Hanson Engineering has the documents ready for us to advertise, bid, award contract and begin construction. The City has to acquire the easements prior to that. I have not had time to work on these easements. Hopefully that can be done in March.



E. Nature Park - Work has begun for the items approved last month for phase 2. The contractor has 6 months to finish construction but should finish well before that time. We will begin working on phase 3 so we can expend the rest of the funds from TPW which is about \$171,000.

F. Hike & Bike Trails - Halff Associates is working on the final design, the timeline and a construction estimate. We are still waiting on TxDOT to get final approval. We also were awarded \$200,000 trails grant through TPW so we will have \$700,000 to work with. However, this will cause a delay since additional environmental clearance will have to be done according to TPW regulations. We are still waiting for environmental clearance.

G. Montes-Castro Park - The project is under construction. Work is progressing.

H. Welcome Sign - Work is almost complete. The digital part of the sign is the incorrect one so we are waiting to get the correct one. Hopefully it arrives and can be installed in a few weeks.

I. CDBG 2017-2018 Grant - This is to upgrade drainage on Ash Street, Ebony Street and Pecan Street along the canal as well as on East Sixth Street and Ebano Street. It also includes placing the drainage underground along Olmo Street from Eight Street to Tenth Street as funding is available. We are just starting the process of completing paperwork but I wanted you to know as it will be great to get these areas upgraded.

J. Henderson Road Project - Ambiotec is working on exhibits so I can utilize them to meet with each property owner to work out an agreement with them if possible. The environmental clearance that is required and approved by the Council in December is in process. It will take several months for this to be done and approved.

K. City Hall Project - We continue to work on details of the building and each individual room. BRW Architects would like to meet with the Council in a workshop type meeting so they can review the plans for final bid specifications. They would like to meet on February 27 at 6:00 pm if possible.

L. Boys & Girls Club - The Club has submitted their quarterly report. It is attached with this agenda item. They have shared their financial information and provide a report on their activities. The agreement is going good. Let me know if there are any concerns that need to be shared with them.

M. Building Inspections - I continue to fine tune the job description with hopes to advertise in March.

N. Underground Canal - No dialogue with Bayview Irrigation District.

O. Sports Park - There will be no movement until April, well after the Rodeo.

P. Dog Park - I met with Wal-Mart and the local staff will move the idea forward. I am working on a diagram to show our idea.

Q. Development & Annexation Plans - Will work on this later in the year.

R. Update Planning & Zoning Ordinance - I am reaching out to firms that specialize in this work to assist us. Will share information when I get some data.

S. Economic Development - We have contacted firms to get proposals to assist with attracting retail development. They are working on proposals.





# BOYS & GIRLS CLUBS OF LOS FRESNOS

## Quarterly Report

**First Quarter- October, September, December 2017**

**Number of youth participating this 3 month period:**

Tutoring: 120 Sports & Fitness: 90

TOTAL NUMBER OF MEMBERS SERVED THIS QUARTER: 210

**Breakdown of this 3 month period:**

**Tutoring:**

Number of members passing: 120

Number of members who improved in Reading or Math: 23

Number of members who passed to the next grade level: 0

**Sport & Fitness:**

Number of members who participated in BMI assessment: 110

Sport Program this quarter: Volleyball program

Number of teams: 10

Number of girls:

Ages 5-6: 0

Ages 7-8: 1

Ages 9-10: 48

Ages 11-12: 39

Number of boys:

Ages 5-6: 0

Ages 7-8: 0

Ages 9-10: 0

Ages 11-12: 2

Numbers of games: 6

Did a tournament occur during this period? YES ☒ NO ☐ (check box)

If yes, how many games? 8

Was a Closing Ceremony held this period? YES ☒ NO ☐ (check box)

If yes, how many youth were in attendance? 130

5:36 PM  
01/23/18  
Accrual Basis

**Boys and Girls of Los Fresnos**  
**Profit & Loss**  
October through December 2017

	Oct - Dec 17
Ordinary Income/Expense	
Income	
GRANTS	17,596.50
CONTRIBUTIONS	300.00
PROGRAM REVENUES	
Public Support Sponsors	
CONTRACTS	21,936.23
Total Public Support Sponsors	21,936.23
Program Fees	17,003.42
Total PROGRAM REVENUES	38,939.65
MEMBERSHIP REVENUE	
Membership Fees (Service Fees)	900.00
Total MEMBERSHIP REVENUE	900.00
Total Income	57,736.15
Expense	
Board Meeting	25.96
PROGRAM EXPENDITURES	
Occupancy (Building)	2,268.30
Direct Payroll	
Wages	28,702.06
FICA	1,822.06
Medicare	433.14
SUTA	152.91
Insurance	1,076.94
Payroll Service	184.00
Workmans Comp	225.00
Total Direct Payroll	32,596.11
General Program	
Automobile Allowance W2 Taxable	1,200.00
Equipment	177.76
Insurance	1,418.07
Mobile	874.86
Staff	1,110.14
Storage	636.00
Total General Program	5,416.83
PROGRAMS	
After School	8,918.14
Volleyball	3,178.04
Total PROGRAMS	12,096.18
Total PROGRAM EXPENDITURES	52,377.42
SPECIAL EVENT	75.00
GENERAL AND ADMINISTRATIVE	
Accounting	1,795.00
Bank Service Charge	9.50
Office Supplies	90.94
Ask Accountant	-180.00

Attachment: B G CLUB FIRST QUARTER REPORT OCT NOV DEC 2017 (2481 : City Manager Report)

5:36 PM

01/23/18

Accrual Basis

**Boys and Girls of Los Fresnos**  
**Profit & Loss**  
 October through December 2017

	Oct - Dec 17
Total GENERAL AND ADMINISTRATIVE	1,715.44
Total Expense	54,193.82
Net Ordinary Income	3,542.33
Net Income	3,542.33

Attachment: B G CLUB FIRST QUARTER REPORT OCT NOV DEC 2017 (2481 : City Manager Report)

5:33 PM

01/23/18

Accrual Basis

**Boys and Girls of Los Fresnos**  
**Balance Sheet**  
 As of December 31, 2017

	<u>Dec 31, 17</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	16,361.28
Other Current Assets	<u>1,750.01</u>
Total Current Assets	18,111.29
Fixed Assets	<u>671,817.93</u>
<b>TOTAL ASSETS</b>	<u><b>689,929.22</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	2,596.37
Other Current Liabilities	<u>2,227.79</u>
Total Current Liabilities	<u>4,824.16</u>
Total Liabilities	4,824.16
Equity	<u>685,105.06</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>689,929.22</b></u>

Attachment: B G CLUB FIRST QUARTER REPORT OCT NOV DEC 2017 (2481 : City Manager Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:  
DOC ID: 2482 A

**SCHEDULED**

**ACTION ITEM (ID # 2482)**

---

**Financial Report 1. Monthly 2. Year to Date**

Call with questions.

I recommend approval.



CHECKLIST FOR GENERAL FUND				JANUARY 2018
	VENDOR NAME	Inv.Date	Amount	Description
31956	PRISCILLA RODRIGUEZ	01/08/18	VOID	VOIDED CHECK-WAS NOT ABLE TO ATTEND CLASS
32016	BILL LOBBEN	01/05/18	\$ 40.00	REFUND- 4 FINGERPRINT CARDS-MACHINE OUT OF ORDER
32017	CARMEN TOVAR	01/05/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 12/23/17
32018	CASSANDRA MORENO	01/05/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 12/30/17
32019	AMAZON.COM	11/29/17	\$ 123.50	BASKETBALL CHAINS AND NETS FOR BOTH PARKS
32020	ARCHER BUSINESS	VARIOUS	\$ 78.68	COPIER METER READING-COURT
32021	AT&T	12/17/17	\$ 1,218.41	PHONE SERVICE-CITY HALL/PD/COURT/POOL/LIBRARY/EMS
32022	BUDGET NOTARY BONDING	01/04/18	\$ 90.75	NOTARY PUBLIC-JACQUELINE MOYA
32023	CAMERON COUNTY CLERKS	01/05/18	\$ 1,500.00	BOND-S.JOYA CAUSE#17004275/17000485
32024	CDC	01/05/18	\$ 25,798.86	TAX ALLOCATION END 12/5/17
32025	CHIEF SUPPLY	12/15/17	\$ 395.00	TINT METER WITH CASE FOR POLICE DEPT
32026	CHRISTINE DELA ROSA	VARIOUS	\$ 48.95	REIMBURSE MILES-CHW REFRESHER/CWC BI-WEEKLY/C
32027	CINTAS CORPORATION NO 2	VARIOUS	\$ 398.96	MEDICAL SUPPLIES-POLICE DEPT/CITY HALL/COMMUNITY C
32028	CITY OF LOS FRESNOS	12/20/17	\$ 1,176.10	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/B&G CL
32029	DOG WASTE DEPOT	12/15/17	\$ 369.95	DOG WASTE DISPOSAL DISPENSORS FOR PARKS
32030	EDWARD'S PEST MANAGEMENT	VARIOUS	\$ 119.96	PEST CONTROL-CITY HALL/PD/LIBRARY/ANIMAL SHELTER/I
32031	ENRIQUE JUAREZ	12/31/17	\$ 2,125.00	DEC 2017-ATTORNEY FEES
32032	FUELMAN	VARIOUS	\$ 1,343.51	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
32033	GALLS	12/14/17	\$ 559.94	AUTO LOCKING HOLSTERS FOR POLICE DEPT
32034	GENE DANIELS	01/01/18	\$ 1,850.00	JAN 2018-JUDGE/PHONE STIPEND
32035	GERONIMO SHELTON	01/01/18	\$ 451.00	JAN 2018-FIRE MARSHAL
32036	GEXA ENERGY	12/22/17	\$ 13,405.38	ELEC-STREETLIGHT/CH/PD/COURT/PARKS/LIBRARY/B&G CL
32037	GEXA ENERGY	12/23/17	VOID	VOIDED CHECK-CONTINUED
32038	HANSON PROFESSIONAL	12/02/17	\$ 14,600.00	ENGINEERING-NATURE PARK/MONTES CASTRO/PLAT REVI
32039	HECTOR GONZALEZ	01/04/18	\$ 95.00	PER DIEM-OPEN RECORDS CONFERENCE 1/17-1/18/18
32040	HECTOR'S MUFFLERS	VARIOUS	\$ 193.00	OIL CHANGES FOR PD VEHICLES
32041	HILTON GARDEN INN	01/04/18	\$ 455.40	HOTEL STAY-OPEN RECORDS CONFERENCE-H.GONZALEZ/
32042	HOME DEPOT CREDIT	VARIOUS	\$ 533.63	SUPPLIES FOR PARK CHRISTMAS DECORATIONS
32043	JACQUELINE CHAPA	01/04/18	\$ 95.00	PER DIEM-OPEN RECORDS CONFERENCE 1/17-1/18/18
32044	LINEBARGER GOGGAN	01/05/18	\$ 13,577.19	AUG/SEPT/OCT/NOV 2017-COLLECTION FEES
32045	LOS FRESNOS BOYS& GIRLS CLUB	12/31/17	\$ 10,000.00	1ST QUARTERLY PAYMENT OCT-DEC 2017
32046	LOS FRESNOS CHAMBER OF COM	01/01/18	\$ 2,850.00	JAN 2018-SERVICE AGREEMENT
32047	LOS FRESNOS NEWS	VARIOUS	\$ 738.00	ADVERTISING-ARTISAN MARKET/ HEALTH MATTER/CHRIST
32048	LOS FRESNOS RODEO COMMI	12/01/17	\$ 12,000.00	2018-SERVICE AGREEMENT
32049	LF VOLUNTEER FIRE DEPT	12/31/17	VOID	VOIDED CHECK-ISSUED INCORRECTLY-1ST QUARTERLY PA
32050	MARK MILUM	12/18/17	\$ 548.25	REIMBURSE-RETIREMENT CLOCK-P.DENNY
32051	MAX TORRES	12/31/17	\$ 296.00	CLEANING OF VEHICLES-PD/HEALTH/PARKS/STREET
32052	OFFICE DEPOT	VARIOUS	\$ 368.58	OFFICE SUPPLIES/FILING CABINET-CITY HALL/KEYBOARDS-
32053	PETTY CASH	VARIOUS	\$ 128.31	FRUIT-CITY HALL EMPLOYEES/PD-REGISTRATION/INSPECTI
32054	PROFESSIONAL PRINTING	VARIOUS	\$ 419.50	PRINTED ENVELOPES/EUTHANASIA LOG BOOK/IMPOUND SI
32055	QUARTERMASTER/GALLS	12/14/17	\$ 479.20	HANDCUFFS AND POLICE TAPE FOR POLICE DEPT
32056	REGION STAFFING	VARIOUS	\$ 2,647.56	CONTRACT LABOR WEEKEND 12/17,12/24/17
32057	SAM'S CLUB	12/05/17	\$ 90.00	MEMBERSHIP RENEWAL
32058	STAPLES	VARIOUS	\$ 261.90	OFFICE SUPPLIES-COURT/CITY HALL
32059	SUSANA ESCOBEDO	12/14/17	\$ 22.79	REIMBURSE-MILES-READING OUTREACH
32060	TEXAS MUNICIPAL LEAGUE	12/07/17	\$ 1,540.00	TML MEMBERSHIP DUES
32061	WALMART	VARIOUS	\$ 3,711.96	CHRISTMAS GIFTS-SENIORS/CITY EMPLOYEES
32062	LF VOLUNTEER FIRE DEPT	12/31/17	\$ 21,232.00	1ST QUARTERLY PAYMENT/DONATIONS OCT-DEC 2017
32063	PABLO GARZA	01/10/18	\$ 262.13	MILEAGE/HOTEL/PER DIEM-E GRANT TRAINING
32064	CITY OF L.F. PAYROLL ACCT	01/11/18	\$ 68,035.28	DUE TO PAYROLL #8 1/12/18
32065	MICHAEL MORAN	01/19/18	\$ 100.00	RENTAL DEPOSIT REFUND- LF COMMUNITY CENTER 1/6/18
32066	PATRICIA RUBIO	01/19/18	\$ 100.00	RENTAL DEPOSIT REFUND- LF COMMUNITY CENTER 1/5/18
32067	ACCELA	01/04/18	\$ 331.80	AGENDA/ MINUTE MONTHLY SUBSCRIPTION
32068	AG-PRO COMPANIES	12/13/17	\$ 396.51	JOHN DEERE MOWER PARTS Z920M/Z930M
32069	ALL IN ONE POSTER COMPANY	12/20/17	\$ 78.15	2018-LABOR LAW POSTERS
32070	AMAZON.COM	VARIOUS	\$ 1,278.97	VOICE RECORDER-COUNCIL/IPADS/COVERS-POLICE DEPT
32071	APPLIED CONCEPTS	01/02/18	\$ 3,750.00	RADAR CONTRACT FOR POLICE DEPT VEHICLES
32072	ARCHER BUSINESS SYSTEMS	12/31/17	\$ 635.18	COPIER METER READING-CITY HALL/COL



32073	AT&T MOBILITY	01/01/18	\$ 1,178.41	MOBILE PHONE SERVICE-CITY HALL/PD/COURT/COMM HEALTH
32074	CAMERON COUNTY FAIR	11/14/17	\$ 5,500.00	2018-SERVICE AGREEMENT
32075	CELINA GONZALES	01/01/18	\$ 500.00	JAN 218-CONTRACTED FINANCE SERVICE
32076	EDWARD'S PEST MANAGEMENT	01/04/18	\$ 119.96	PEST CONTROL-CITY HALL/POLICE DEPT/LIBRARY/ANIMAL
32077	FUELMAN	VARIOUS	\$ 1,327.04	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
32078	HUGHES NETWORK	01/04/18	\$ 112.41	SATELLITE INTERNET-EOC
32079	LT BOSWELL	01/09/18	\$ 350.74	REPLACEMENT STRUT MOUNT BRACKTS-F-52
32080	LEXIS NEXIS	12/31/17	\$ 100.00	PEOPLE SEARCH PROGRAM
32081	LOS FRESNOS RODEO COMMITTEE	01/09/18	\$ 1,500.00	2018-SKY BOX SPONSORSHIP AGREEMENT
32082	LUIS RAMOS	12/31/17	\$ 4,910.00	DEC 2017-CUSTOMER SERVICE INSPECTIONS
32083	MAX TORRES	01/19/18	\$ 285.00	CLEANING-POLICE DEPT/HEALTH/PARKS/STREET DEPT VEHICLES
32084	MC DONALD'S	12/31/17	\$ 38.00	DEC 2017-PRISONER MEALS
32085	NOVA HEALTHCARE	12/13/17	\$ 42.12	PRE EMPLOYMENT SCREEN-P.GARZA
32086	O'REILLY AUTO	VARIOUS	\$ 119.79	DEC 2017-SUPPLIES FOR MAINT-POLICE DEPT/PUBLIC WORKS
32087	OMNIBASE SERVICES	01/19/18	\$ 1,367.10	4TH QTR ACTIVITY-OCT/NOV/DEC 2017
32088	PABLO GARZA	01/10/18	\$ 7.90	REIMBURSE-PRICE DIFFERENCE-HOTEL STAY TRAINING
32089	PAM DENNY	01/01/18	\$ 500.00	JAN 218-CONTRACTED SECRETARY SERVICE
32090	PETTY CASH	VARIOUS	\$ 76.76	WALMART-FRUIT-CITY HALL EMPLOYEES
32091	PROFESSIONAL PRINTING	01/11/18	\$ 75.00	BUSINESS CARDS FOR CITY SECRETARY
32092	REGION STAFFING	VARIOUS	\$ 2,679.95	CONTRACT LABOR WEEKEND 12/31/17,1/7/18
32093	SANCHEZ TIRE SHOP	VARIOUS	\$ 20.00	TIRE REPAIRS FOR PD VEHICLES
32094	SMARTCOM TELEPHONE	VARIOUS	\$ 585.87	INTERNET SERVICE-LIB/CITY HALL/PD/COURT-PHONE SVC-INT
32095	TEXAS MUNICIPAL LEAGUE	01/16/18	\$ 107.50	PUBLIC FUND INVESTMENT ACT TRAINING-P.GARZA
32096	TMCA	01/16/18	\$ 75.00	TX MUNICIPAL CLERKS CERTIFICATION COURSE-J.CHAPA
32097	VALLEY MORNING STAR	01/08/18	\$ 250.00	NEI SPONSORSHIP FOR LFE
32098	ZARSKY LUMBER	12/31/17	\$ 1,316.99	DEC 2017-SUPPLIES FOR MAINTENANCE/ASPHALT PATCH-S
32099	LOS FRESNOS RODEO COMMITTEE	01/19/18	VOID	VOIDED CHECK-ISSUED INCORRECTLY
32100	ALLIED WASTED SERVICES	12/31/17	\$ 50,144.06	RE: SOLID WASTE/COMMERICAL/RESIDENTIAL COLLECTION
32101	CITY OF L.F. PAYROLL ACCT	12/25/18	\$ 60,811.86	DUE TO PAYROLL #9 1/26/18
		<b>TOTAL</b>	<b>\$ 347,246.70</b>	

CITY OF LOS FRESNOS  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

PAGE: 1

1.7.1.a

01 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,435,982	118,307.89	1,235,592.73	0.00	200,389.27	86.05
30-NONPROPERTY TAXES	1,326,023	100,379.47	430,415.72	0.00	895,607.28	32.46
07-POLICE	518,600	32,644.21	156,914.88	0.00	361,685.12	30.26
10-HEALTH	9,050	535.00	1,800.00	0.00	7,250.00	19.89
12-GARBAGE	133,000	64,309.92	79,710.18	0.00	53,289.82	59.93
15-PARKS	35,500	0.00	22,505.63	0.00	12,994.37	63.40
16-LIBRARY	13,000	0.00	3,663.60	0.00	9,336.40	28.18
44-Misc Revenue	25,000	5.00	396.39	0.00	24,603.61	1.59
90-REIMBURSABLES	249,841	0.00	21,452.42	0.00	228,388.58	8.59
TOTAL REVENUES	3,745,996	316,181.49	1,952,451.55	0.00	1,793,544.45	52.12
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

02-ADMINISTRATION	396,501	15,132.34	123,168.91	2,261.80	271,070.29	31.63
03-MUNICIPAL COURT	200,758	16,239.05	57,007.36	1,120.23	142,630.41	28.95
04-TAX ASSESSOR COLLECTOR	33,083	1,103.28	17,244.85	0.00	15,838.15	52.13
06-ELECTIONS	13,500	0.00	63.80	0.00	13,436.20	0.47
07-POLICE	1,496,817	90,895.01	410,029.35	3,159.18	1,083,628.30	27.60
08-FIRE	166,150	74,399.93	42,571.65	0.00	123,578.35	25.62
09-ENGINEERING	80,150	0.00	30,826.33	0.00	49,323.67	38.46
10-HEALTH	135,836	8,935.65	31,796.97	559.50	103,479.53	23.82
11-EMERGENCY MEDICAL SERV	181,300	22.19	58,708.63	0.00	122,591.37	32.38
12-GARBAGE	4,250	0.00	0.00	0.00	4,250.00	0.00
13-STORM WATER	15,000	0.00	154.53	0.00	14,845.47	1.03
14-STREETS	229,882	3,164.77	74,638.49	227.10	155,016.41	32.57
15-PARKS	303,901	1,954.80	58,551.95	737.98	244,611.07	19.51
16-LIBRARY	170,876	9,974.61	49,531.04	4,128.57	117,216.39	31.40
17-COMMUNITY CENTER	13,598	801.58	2,662.93	732.27	10,202.80	24.97
18-EMERGENCY MANAGEMENT	42,310	150.40	16,177.60	15,467.00	10,665.40	74.79
19-ALL DEPARTMENT EXPENS	14,600	0.00	4,531.03	0.00	10,068.97	31.03
21-CITY PROMOTION	4,500	0.00	3,000.00	0.00	1,500.00	66.67
23-DSRIP-COMMUNITY HEALT	88,695	6,851.04	38,913.24	0.00	49,781.76	43.87
24-MENTAL TASK FORCE PRO	59,499	4,614.66	18,562.03	0.00	40,936.97	31.20
28-INFORMATION TECHNOLOG	25,717	1,379.15	7,030.89	7,184.97	11,501.14	55.28
22-TRANSFERS	69,070	0.00	0.00	0.00	69,070.00	0.00
TOTAL EXPENDITURES	3,745,993	86,818.60	1,045,171.58	35,578.60	2,665,242.65	28.85
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	3	229,362.89	907,279.97	( 35,578.60)	( 871,698.20)	8,465.93
	=====	=====	=====	=====	=====	=====

Attachment: FINANCIAL REPORT JAN 2018 (2482 : Financial Report)



CHECKLIST FOR WATER & SEWER				JANUARY 2018
CK #	VENDOR NAME	Inv.Date	Amount	Description
147311	PRISCILLA RODRIGUEZ	01/08/18	VOID	VOIDED CHECK-WAS NOT ABLE TO ATTEND CLASS
147364	AGUAWORKS	VARIOUS	\$ 853.92	SUPPLIES FOR WATER CONNECTIONS/REPAIR CLAMPS
147365	ANA-LAB	VARIOUS	\$ 70.00	TCEQ-LT2 SURFACE WATER TESTING
147366	AT&T	12/17/17	\$ 72.02	PHONE SERVICE-WATER/SEWER
147367	BICKERSTAFF HEATH	12/15/17	\$ 9,644.00	ATTORNEY FEES-ERH
147368	CHEMTRADE CHEMICALS	12/14/17	\$ 5,168.80	CAUSTIC SODA FOR WATER PLANT
147369	CINTAS CORPORATION	VARIOUS	\$ 901.72	CLEANING-W/S UNIFORMS
147370	CINTAS CORPORATION NO.2	12/27/17	\$ 146.17	MEDICAL SUPPLIES-PUBLIC WORKS
147371	CITY OF LOS FRESNOS	12/20/17	\$ 119.02	UTILITES-WATER/SEWER/GARBAGE-SEWER PLANT/LIFT STATION
147372	CORE & MAIN	12/22/17	\$ 593.12	SEWER LINE CONNECTION SUPPLIES
147373	EAST RIO HONDO WATER	01/01/18	\$ 962.09	ERH SETTLEMENT
147374	EDWARD'S PEST MANAGEMENT	12/14/17	\$ 29.99	PEST CONTROL-SERVICE CENTER
147375	FEDERAL EXPRESS	12/19/17	\$ 106.98	DELIVERY-HACH SERVICE CENTER
147376	FUELMAN	VARIOUS	\$ 685.89	FUEL FOR WATER/SEWER VEHICLES
147377	GEXA ENERGY	12/22/17	\$ 12,596.73	ELECTRICITY-WATER/SEWER DEPT
147378	HACH CHEMICAL	12/22/17	\$ 92.75	WATER PLANT TEST EQUIPMENT
147379	INTEGRITY TESTING	12/29/17	\$ 776.00	DECEMBER 2017-SEWER TESTING
147380	LUIS MASCORRO	VARIOUS	\$ 1,075.00	REPAIRS TO LS#14/LS#15/LS#3
147381	MAX TORRES	12/31/17	\$ 142.00	CLEANING-W/S VEHICLES
147382	NEW CORE	12/15/17	\$ 2,310.00	LS#21 SEWAGE PUMP#2 REPAIRS-REWIND
147383	OFFICE DEPOT	VARIOUS	\$ 678.02	OFFICE SUPPLIES-PUBLIC WORKS-TONER/COFFEE/PAPER/ TAPE
147384	OFFICE DEPOT	VARIOUS	VOID	VOIDED CHECK-CONTINUED
147385	PRAXAIR	12/21/17	\$ 211.19	CHEMICAL CYLINDER RENTAL
147386	PROFESSIONAL PRINTING	12/27/17	\$ 82.50	PRINTED WINDOW ENVELOPES
147387	REGION STAFFING	VARIOUS	\$ 1,873.02	CONTRACT LABOR WEEKENDING 11/19,11/26/17
147388	STAPLES	12/07/17	\$ 35.96	OFFICE SUPPLIES-CITY HALL
147389	TX COMMISSION ON ENV.QUALITY	12/28/17	\$ 100.00	STORM WATER PERMIT-FY 2018
CHECK 147390-147399				UTILITY DEPOSIT REFUND CHECKS
147400	TX COMMISSION ON ENV.QUALITY	01/10/18	\$ 50.00	TIER II FILING FEE
147401	CITY OF L.F. PAYROLL ACCT	01/11/18	\$ 32,673.96	DUE TO PAYROLL #8 1/12/18
147402	US POSTMASTER	01/16/18	\$ 178.50	POSTAGE-LATE NOTICE WATER BILLS
147403	ALL IN ONE POSTER COMPANY	12/20/17	\$ 39.08	2018-LABOR LAW POSTERS
147404	AMAZON.COM	VARIOUS	\$ 1,278.99	VOICE RECORDER-COUNCIL/IPADS/COVERS-POLICE DEPT
147405	ANA-LAB	01/15/18	\$ 99.00	WATER TESTING FOR JAN 2018
147406	AT&T MOBILITY	01/01/18	\$ 311.22	MOBILE PHONE SERVICE
147407	CAMERON COUNTY TAX	01/17/18	\$ 16.75	TWO YEAR REGISTRATION FEE FOR TITLE TRANSFER NEW W/S V
147408	CCID #6	12/31/17	\$ 1,357.58	RAW WATER-DEC 2017
147409	CHEMTEX INDUSTRIES	01/04/18	\$ 310.00	SEWER LINE CLEANER-MOVE OUT
147410	DEPT OF STATE HEALTH SERVICE	11/29/17	\$ 207.70	WATER SAMPLES-TCEQ
147411	DEPT OF STATE HEALTH SERVICE	12/20/18	\$ 52.92	6-WATER SAMPLES
147412	EDWARD'S PEST MANAGEMENT	01/04/18	\$ 29.99	PEST CONTROL-SERVICE CENTER
147413	FUELMAN	VARIOUS	\$ 550.19	FUEL FOR WATER/SEWER VEHICLES
147414	HECTOR'S MUFFLER	VARIOUS	\$ 613.27	BATTERY REPLACEMENT-WS-132-SEWER CLEANING MACHINE/PM
147415	LUIS MASCORRO	VARIOUS	\$ 935.00	INSTALL VERTICAL RESERVOIR PUMP/REPAIR S.ARROYO LS/SEW.
147416	MAGIC VALLEY ELECTRIC	01/15/18	\$ 100.86	ELECTRICITY-LIFTSTATION-CACTUS RD
147417	MAX TORRES	01/19/18	\$ 142.00	CLEANING OF WATER/SEWER VEHICLES
147418	NEW CORE	VARIOUS	\$ 7,594.60	REPAIR/REWIND-RESERVOIR TRANSFER PUMP/7.5 HP VERTICLE
147419	O'REILLY AUTO	VARIOUS	\$ 451.84	DEC 2017-SUPPLIES FOR MAINT/TUBE OF GREASE-WASTE WATER
147420	REGION STAFFING	VARIOUS	\$ 1,884.80	CONTRACT LABOR WEEK ENDING 12/31/17,1/7/18
147421	SILSBEE FORD	VARIOUS	\$ 31,865.00	2018-F-150 CREW CAB PICK UP -PUBLIC WORKS/DELIVERY
147422	SMARTCOM TELEPHONE	01/08/18	\$ 141.64	INTERNET SERVICE-WATER/SEWER DEPTS
147423	TEXAS MUNICIPAL LEAGUE	01/16/18	\$ 107.50	PUBLIC FUND INVESTMENT ACT TRAINING-P.GARZA
147424	TYLER TECHNOLOGIES	12/31/17	\$ 33.80	UTILITY BILL NOTIFICATION 10/1-12/31/17
147425	WELLS FARGO BANK	01/03/18	\$ 24,078.10	PRICIPAL/INTEREST-LOS FRESNOS TX COMB TAX SUB A 10/09
147426	ZARSKY LUMBER	12/31/17	\$ 381.57	DEC 2017-SUPPLIES FOR MAINTENANCE
147427	CITY LF L.F.PAYROLL ACCT	01/25/18	\$ 32,752.38	DUE TO PAYROLL #9 1/26/18
147428	US POSTMASTER	01/26/18	\$ 588.78	POSTAGE-FIRST NOTICE WATER BILLS
TOTAL			\$ 178,153.91	



	UTILITY DEPOSIT REFUND CHECKS			
147390	LERMA, LIANA	01/05/18	\$ 150.00	ACCT #01-11070-03 UTILITY DEPOSIT REFUND
147391	RUVALCABA, ASael	12/08/17	\$ 81.62	ACCT #01-04880-06 UTILITY DEPOSIT REFUND
147392	MUNOZ, JOSE III	12/08/17	\$ 83.21	ACCT #02-22035-02 UTILITY DEPOSIT REFUND
147393	RIO GRANDE CONSTRUCTION	12/08/17	\$ 126.09	ACCT #03-00780-00 UTILITY DEPOSIT REFUND
147394	PLAINSCAPITAL BANK	12/08/17	\$ 116.56	ACCT #03-05700-04 UTILITY DEPOSIT REFUND
147395	ATKINSON, MARTHA	12/08/17	\$ 23.35	ACCT #03-06126-09 UTILITY DEPOSIT REFUND
147396	GILLESPIE, LAVENIA	12/08/17	\$ 182.61	ACCT #03-06132-11 UTILITY DEPOSIT REFUND
147397	GUILLEN, JOSE OSCAR	12/08/17	\$ 25.41	ACCT #03-13700-08 UTILITY DEPOSIT REFUND
147398	LABISSIERE, CHRISTOPHER	12/08/17	\$ 439.22	ACCT #03-20294-02 UTILITY DEPOSIT REFUND
147399	REAL ESTATE OUTFITTERS INC	12/08/17	\$ 65.09	ACCT #03-23700-01 UTILITY DEPOSIT REFUND
		<b>TOTAL</b>	<b>\$ 1,293.16</b>	

CITY OF LOS FRESNOS  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2018

PAGE: 1

1.7.1.a

05 - UTILITY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,621,703	294,038.88	990,764.20	0.00	1,630,938.80	37.79
TOTAL REVENUES	2,621,703	294,038.88	990,764.20	0.00	1,630,938.80	37.79
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	525,541	45,437.08	186,387.28	716.75	338,436.97	35.60
05-INFORMATION TECHNOLOG	17,162	689.57	3,515.43	3,592.49	10,054.08	41.42
26-WATER SUPPLIES	106,000	1,519.54	28,952.99	5,906.84	71,140.17	32.89
27-MAINTENANCE OF WATER S	14,500	165.09	817.68	710.00	12,972.32	10.54
28-MAINTENANCE OF WATER E	65,000	7,720.03	19,230.52	1,439.90	44,329.58	31.80
29-WATER PURCHASES	43,875	0.00	4,616.02	0.00	39,258.98	10.52
30-WATER MISCELLANEOUS EX	468,481	2,262.09	127,924.06	0.00	340,556.94	27.31
20-CAPITAL OUTLAY	67,500	3,841.18	21,695.64	0.00	45,804.36	32.14
32-WATER BONDED INDEBTEDN	95,386	12,096.36	63,386.36	0.00	31,999.64	66.45
34-SEWER ADMINISTRATION	690,571	37,169.96	207,837.44	716.75	482,016.81	30.20
35-INFORMATION TECHNOLOG	17,162	689.57	3,515.44	3,592.49	10,054.07	41.42
36-SEWER SUPPLIES	72,750	1,150.30	19,315.98	4,881.67	48,552.35	33.26
37-MAINTENANCE OF SEWER S	17,000	0.00	987.87	0.00	16,012.13	5.81
38-MAINTENANCE OF SEWER E	68,297	4,511.53	27,230.16	568.35	40,498.49	40.70
39-SEWER MISC. EXPENSES	556,500	0.00	11,434.73	0.00	545,065.27	2.05
41-SEWER BONDED INDEBTEDN	62,732	7,078.10	10,921.10	0.00	51,810.90	17.41
52-TRANSFER OUT	478,248	350,112.50	508,833.50	0.00	( 30,585.50)	106.40
TOTAL EXPENDITURES	3,366,705	474,442.90	1,246,602.20	22,125.24	2,097,977.56	37.68
REVENUE OVER/ (UNDER) EXPENDITURES	( 745,002)	( 180,404.02)	( 255,838.00)	( 22,125.24)	( 467,038.76)	37.31

Attachment: FINANCIAL REPORT JAN 2018 (2482 : Financial Report)

[illegible]

## REVENUE &amp; EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2018

09 -COMMUNITY DEVELOPMENT COR

## FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	326,000	27,576.24	109,734.41	0.00	216,265.59	33.66
TOTAL REVENUES	326,000	27,576.24	109,734.41	0.00	216,265.59	33.66
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	326,000	3,970.34	63,008.21	50.00	262,941.79	19.34
TOTAL EXPENDITURES	326,000	3,970.34	63,008.21	50.00	262,941.79	19.34
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	0	23,605.90	46,726.20 (	50.00) (	46,676.20)	0.00
	=====	=====	=====	=====	=====	=====



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:  
DOC ID: 2484 A

**SCHEDULED**

**ACTION ITEM (ID # 2484)**

---

**Public Works Report 1. Water and Wastewater Activity 2.  
Calls for Service 3. Building Permits 4. Recycling**

Call with questions.

I recommend approval.

**City of Los Fresnos  
Water Treatment Plant  
And  
Wastewater Treatment Plant**

**Activity for the month of January 2018**

**Water Treatment Plant**

**Total Output: 17,767,950**

**Daily Average: 573,160**

**% of Capacity: 57.3%**

**Waste Water Treatment Plant**

**Total Output: 16,074,000**

**Daily Average: 518,516**

**% of Capacity: 51.9%**

**CITY OF LOS FRESNOS**  
**PUBLIC WORKS DEPARTMENT**  
**MONTHLY REPORT**  
**JANUARY 2018**

<b>CALLS FOR SERVICE</b>	<b>MONTH TOTAL</b>	<b>YEAR TO DATE</b>
Service Connects/Disconnects	108	108
Rereads/Meter Info	42	42
Water Taps	6	6
Sewer Taps	0	0
Change Meter	6	6
Service Check for Water Leak at Account	11	11
Repaired Leak	3	3
Call for Sewer Stoppage	11	11
City Sewer Lines Unstopped	8	8
Code Enforcement/Other	71	71
Pothole Repairs	60	60
Street Repairs	0	0
Street Sign Replacement/Repaired	14	14
Asphalt Used (ton)	.75	.75
Gravel Used (ton)	5	5
Fire Hydrants Flushed and Oiled	6	6
Fire Hydrants Repaired	0	0
Valves Repaired	0	0
Manholes Cleaned/Repaired	2	2

  
**Carlos Salazar, Director of Public Works**

**Attachment: PW JAN 2018 (2484 : Public Works Report)**

**City of Los Fresnos  
Recycling Program  
Total Number of Guest  
January 2018**

Date	Tuesdays at Memorial Park
01/02/18	12
01/09/18	22
01/16/18	27
01/23/18	20
01/30/18	17
<b>Totals</b>	<b>98</b>

Date	Thursdays at Community Park
01/04/18	18
01/11/18	25
01/18/18	0
01/25/18	24
<b>Totals</b>	<b>67</b>

Date	Saturdays at City Hall
01/06/18	21
01/13/18	18
01/20/18	27
01/27/18	14
<b>Totals</b>	<b>80</b>

<b>Total attendance for the Month of January</b>	<b>245</b>
--	------------



PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999

ISSUED DATES: 1/01/2018 THRU 1/31/2018

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
131209	1/05/2018	CLOUDS BOUTIQUE	511 E OCEAN BLVD STE 107	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
131210	1/05/2018	LOPEZ, CINDY	104 W 10TH STREET	OWNER	RESIDENTIAL REMODEL/ADDITIO ALT	
131211	1/08/2018	LOS FRESNOS PLAZA	32819 STATE HWY 100	SPEED	SIGN PERMIT	S
131212	1/08/2018	DULCERIA CHAVIS	910 S ARROYO BLVD B3	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
131213	1/08/2018	ALTERMAN	299 W 2ND STREET	OWNER	ELECTRICAL PERMIT/POLE	ALT
131214	1/12/2018	MARTINEZ, JOEL	202 E 10TH STREET	OWNER	REROOF PERMIT	ALT
131215	1/12/2018	TREVINO, GASTON	32819 STATE HWY 100 103	TAURO	COMMERCIAL BUILDING	NEW
131216	1/15/2018	GARCIA, JOSE G	103 W 5TH STREET	OWNER	RESIDENTIAL REMODEL/ADDITIO ALT	
131217	1/15/2018	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131218	1/15/2018	X-PERT TAXES	511 E OCEAN BLVD STE 103	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
131219	1/16/2018	GONZALES, ELEAZAR	610 MESQUITE LANE	RAULE	DRIVEWAY	ALT
131220	1/19/2018	ARRE ENERGY INVESTMENTS LLC	324 W OCEAN BLVD #203	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
131221	1/19/2018	QUIROZ, ORALIA MARIBEL	501 W 5TH STREET	DY	RESIDENTIAL BUILDING	NEW
131222	1/19/2018	ALVAREZ INVESTMENTS, INC	100 ALVAREZ COURT	OWNER	RESIDENTIAL BUILDING	NEW
131223	1/22/2018	GONZALEZ, MARIA ELENA	31916 FM 1575	OWNER	WATER/SEWER TAPS	TAPS
131224	1/22/2018	COMMUNITY DEV. CORP. OF BRO	1849 CISCO DRIVE	ESPERANZA	RESIDENTIAL BUILDING	NEW
131225	1/22/2018	COMMUNITY DEV. CORP. OF BRO	1853 CISCO DRIVE	ESPERANZA	RESIDENTIAL BUILDING	NEW
131226	1/22/2018	COMMUNITY DEV. CORP. OF BRO	1845 CISCO DRIVE	ESPERANZA	RESIDENTIAL BUILDING	NEW
131227	1/23/2018	ULSAMER, MARISSA A	152 VILLAGE EAST DRIVE	BUILDER	FENCE PERMIT	ALT
131228	1/23/2018	COMMUNITY DEV. CORP. OF BRO	1864 CISCO DRIVE	ESPERANZA	RESIDENTIAL BUILDING	NEW
131229	1/25/2018	DISCOUNT GRANITE FABRICATOR	511 E OCEAN BLVD STE 111	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
131230	1/29/2018	BALCERZAK, MARC	117 W RESACA DRIVE	ARTEAGA	FENCE PERMIT	ALT
131231	1/29/2018	SALINAS, JUAN MANUEL	504 W 10TH STREET	ZAVALA	FENCE PERMIT	ALT
131232	1/29/2018	AMAZING GRACE PRIMARY HOME	220 E OCEAN BLVD	ISW	SIGN PERMIT	S

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999

ISSUED DATES: 1/01/2018 THRU 1/31/2018

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
131233	1/31/2018	GROOVE IS IN THE HEART VINT	511 E OCEAN BLVD STE 112	OWNER	COMMERCIAL- NEW OWNER/TENAN ALT	
*** TOTALS ***		NUMBER OF PROJECTS:	25	VALUATION:	579,990.00	FEES: 7,390.73

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999

ISSUED DATES: 1/01/2018 THRU 1/31/2018

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

## \*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
B - BUILDING PERMIT	6	16,630.00	413.15
CERT - CERTIFICATE OF OCCUPANCY	1	0.00	0.00
COMM - COMM: NEW OWNER/TENANT	6	0.00	360.00
DRIVEWAY - DRIVEWAY	1	1,650.00	63.25
E - ELECTRICAL PERMIT	3	0.00	660.00
EDAP - EDAP AREA SEWER CONNECTIO	1	0.00	437.50
M - MECHANICAL PERMIT TIO	1	0.00	90.00
N - BUILDING PERMIT TIO	8	546,710.00	4,371.83
P - PLUMBING PERMIT TIO	4	0.00	810.00
SIGN - SIGN PERMIT	2	15,000.00	185.00
*** TOTALS ***	33	579,990.00	7,390.73

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2485)**

DOC ID: 2485 A

---

---

**Police Department Report 1. Arrest 2. Incidents 3. Accidents**

Call with questions.

I recommend approval.



# LOS FRESNOS POLICE DEPARTMENT

## Incidents - By Violation

01\01\2018  
thru 01\31\2018

Violation	Incidents
ABANDONED VEHICLES	3
ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200	2
ALARMS	16
ANIMAL CONTROL	24
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
CRIMINAL MISCHIEF/CLASS C	2
CRIMINAL TRESPASS	2
DOG AT LARGE	12
DRIVING WHILE INTOXICATED	1
DRIVING WHILE INTOXICATED 3RD OR MORE	1
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	2
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	2
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	12
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	1
FALSE REPORT TO POLICE OFF/SP INV/LAW ENF EMPL	1
HARASSMENT	2
ILLEGAL DUMPING >5 LBS < 500 LBS	1
INTERFER W/EMERGENCY CALL	1
LOUD NOISE	10
MINOR IN POSSESSION OF ALCOHOL	1
NO PROOF OF FINANCIAL RESPONSIBILITY	21
OPEN CONTAINER	1
PERMIT OF FOOD SERVICE ESTABLISHMENT	4
POSS CS PG 3 < 28G	1
POSS MARIJ <20Z	2
POSSESSION OF DRUG PARAPHERNALIA	8
PUBLIC INTOXICATION	2
RIGHT OF WAYS/BASKETBALL NETS	1
SEMI TRUCK ROUTE	1
SOLID WASTE RECEPTACLES	1
THEFT	8
WEEDED OR RUBBISH LOT	11
WELFARE CONCERN	2
<b>Total Violations</b>	<b>161</b>
<b>Total Incidents</b>	<b>151</b>

Attachment: LFPD JAN 2018 (2485 : Police Department Report)

# LOS FRESNOS POLICE DEPARTMENT

## Arrests - By Violation

01\01\2018  
thru 01\31\2018

Violation	# of Offenses
AGG SEXUAL ASSAULT CHILD 11a	1
ARREST WITHOUT WARRANT	1
ASSAULT	1
CRIMINAL TRESPASS	1
DRIVING W/LIC INV W/PREV CONV/SUSP/W/O FIN RES	1
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED 2ND	1
DRIVING WHILE INTOXICATED 3RD OR MORE	1
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	3
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	12
HOLD FOR CUSTOMS	1
POSS CS PG 3 < 28G	1
POSS MARIJ <2OZ	2
POSS MARIJ >5LBS<=50LBS	2
PUBLIC INTOXICATION	2
THEFT	1
<b>Total Violations</b>	<b>37</b>
<b>Total Arrests</b>	<b>34</b>

Attachment: LFPD JAN 2018 (2485 : Police Department Report)

# LOS FRESNOS POLICE DEPARTMENT

## Accident - By Street & Intersection

01\01\2018  
thru 01\31\2018

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
10TH & COMA	1	0	3	1
ARROYO & OCEAN	3	0	4	0
CALIFORNIA & STATE HWY 100	1	0	2	0
HWY 100 & FM 1575	1	0	2	0
HWY 100 & FM 803	1	0	2	0
OCEAN & ALAMO	1	0	2	0
OCEAN & ARROYO	2	0	3	0
OCEAN & EBANO	1	0	2	1
OCEAN & FM 803	1	0	2	0
OCEAN & OCEAN	1	0	0	0
OCEAN & OLMO	1	0	2	0
OCEAN & PITA	1	0	1	1
OCEAN & UNKNOWN	1	0	1	0
STATE HWY 100 & FM 1575	1	0	2	0
STATE HWY 100 & FM 803	1	0	2	0
VALLE ALTO & WHIPPLE	1	0	2	0
<b>Total</b>	<b>19</b>	<b>0</b>	<b>32</b>	<b>3</b>

Attachment: LFPD JAN 2018 (2485 : Police Department Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2486)**

DOC ID: 2486 A

---

## **Municipal Court Report 1. Monthly Report**

Call with questions.

I recommend approval.



# OFFICIAL MUNICIPAL COURT MONTHLY REPORT

<b>MUNICIPAL COURT OF</b> <u>Los Fresnos</u> <b>FOR MONTH</b> <u>January</u> <b>YEAR</b> <u>2018</u>	TRAFFIC		NON-TRAFFIC MISDEMEANORS	
	NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month	528		71	1
2. Dispositions Prior to Trial:				
A. Bond Forfeitures				
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>				
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>				
3. Dispositions at Trial:				
A. Trial by Judge (1) Finding of Guilty	137		10	1
(2) Finding of Not Guilty				
B. Trial by Jury (1) Finding of Guilty				
(2) Finding of Not Guilty				
C. Dismissed at Trial	45		15	
4. Cases Dismissed:				
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>	42			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>	37			
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>	7			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>	24			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>	6			
6. Cases Appealed				
7. Juvenile / Minor Activity:				
A. Transportation Code Cases Filed	3			
B. Non-Driving Alcoholic Beverage Code Cases Filed	4			
C. Driving Under the Influence of Alcohol Cases Filed				
D. Health & Safety Code (Tobacco) Cases Filed				
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>	1			
F. Education Code (Except Failure to Attend) Cases Filed				
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>				
H. All Other Non-Traffic Fine-Only Cases Filed				
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>				
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>				
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>				
Magistrate Warnings Given (Juvenile):				
L. Warnings Administered				
M. Statements Certified				
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>				
9. Safety Responsibility and Driver's License Suspension Hearings Held				
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>				
11. Arrest Warrants Issued:				
A. Class C Misdemeanors Only				315
B. Felonies and Class A and B Misdemeanors Only				
12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>				
A. Class A and B Misdemeanors Only				7
B. Felonies				2
13. Emergency Mental Health Hearings Held				
14. Magistrate's Orders for Emergency Protection				
15. Total Revenue			\$	60534.09
<small><i>(Include all revenue collected during month to be remitted to city or state)</i></small>				

Attachment: MUNICIPAL COURT JAN 2018 (2486 : Municipal Court Report)

From 1/01/2018 to 1/31/2018

Citation No. Docket No. Violator

\*\*\*\*\* TOTAL FOR REPORT \*\*\*\*\*

Code	---	Payments	---	Refunds	---	Net	---	G/L Acct No.
C FINE	313	19,625.65	4	483.60-		19,142.05	01	407-0240
S CCC04	356	13,350.40	5	140.00-		13,210.40	01	2512
C TFC	261	783.00	2	6.00-		777.00	01	407-0240
C AR	333	1,660.70	2	10.00-		1,650.70	01	407-0240
ET TECH	346	1,342.00	2	6.00-		1,336.00	01	407-0241
S STF	281	7,817.88	1	30.00-		7,787.88	01	2512
BL MCBS	339	1,001.90	1	3.00-		998.90	01	407-0270
S SJRF	330	1,316.00	1	4.00-		1,312.00	01	2512
S JFCT2	324	1,725.40	1	5.40-		1,720.00	01	2512
C JFCI	325	195.00	1	0.60-		194.40	01	407-0240
S IDF	315	630.00	1	2.00-		628.00	01	2512
C CJFS	241	21.69	1	0.09-		21.60	01	2512
S CJFC	241	2.41	1	0.01-		2.40	01	407-0240
C WRNTE	87	3,816.00	0	0.00		3,816.00	01	407-0240
S TLFTA1	78	1,483.00	0	0.00		1,483.00	01	2512
OTLFTA2	73	433.00	0	0.00		433.00	01	2517
CTLFTA3	73	289.00	0	0.00		289.00	01	407-0240
COLAGY	58	3,531.94	2	99.90-		3,432.04	01	2513
C TP-L	71	595.36	0	0.00		595.36	01	407-0240
S TP-S	61	660.20	0	0.00		660.20	01	2512
JTP-L-J	52	128.50	0	0.00		128.50	01	407-0260
S AF2	26	520.00	0	0.00		520.00	01	407-0240
S TPF	300	597.20	1	2.00-		595.20	01	2512
child CS2	29	593.20	0	0.00		593.20	01	407-0280
S SPEX	34	2,091.00	0	0.00		2,091.00	01	407-0290
S GR	2	5.00	0	0.00		5.00	01	2512
S LEMI	2	1.00	0	0.00		1.00	01	2512
S JCPT	2	2.00	0	0.00		2.00	01	2512
S CVC	2	30.00	0	0.00		30.00	01	2512
S CJP	2	10.00	0	0.00		10.00	01	2512
S LEOA	2	2.00	0	0.00		2.00	01	2512
S LEOCE	2	4.00	0	0.00		4.00	01	2512
oil MSB	2	18.00	0	0.00		18.00	01	2513
S JFCT	9	30.60	0	0.00		30.60	01	2512
S DSC	35	346.50	1	9.90-		336.60	01	407-0240
S TXSBLT	2	16.00	0	0.00		16.00	01	2515
C ACC	6	111.10	0	0.00		111.10	01	407-0240
OP	1	30.00	1	30.00-		0.00	01	2516

Total: 5014 64,816.63 28 832.50- 63,984.13

Cash Payments....+	\$61,554.23	
Bond Forfeited...+	\$0.00	
Bond Applied.....+	\$2,459.90	
Payment Refunded.-	\$30.00-	
Fees/Fines Paid..=		\$63,984.13
Cash (Payments)...+	\$61,554.23	
Cash (Bonds).....+	\$2,975.90	
Total Cash Trans.=		\$64,530.13

city 290248  
court 1336.  
Bldg sec 998.  
judge ed. 128.  
omni 433.  
coll agency 3450.  
child 593.  
op. 0  
state. 28019.

Attachment: MUNICIPAL COURT JAN 2018 (2486 : Municipal Court Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2487)**

DOC ID: 2487 A

---

---

## **Library Report 1. Monthly Report**

Call with questions.

I recommend approval.





**ETHEL L. WHIPPLE MEMORIAL LIBRARY  
LIBRARIAN'S REPORT  
JANUARY 2018**

**Number of Patron Checking Out Materials**

Adult	869
Children	161
Teens	7



**Material Types Checked Out**

Adult Books	267
Children Books	141
Young Adult Books	268
Videos	304
Audios	5
Other Language Books	32
Hotspots	31
Laptops	12



**Items Downloaded**

eBooks	64
eAudiobooks	14



**Patron Access Computer Use**

Total Sessions	567
Total Time	343 hours
Guest Passes	152



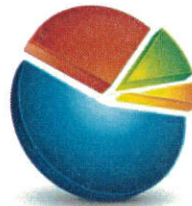
**Free WiFi Access Use**

Total Sessions	595 Library WiFi
Total Time	2,495 hours
Total Sessions	282 Park WiFi
Total Time	654 hours



**What Happened In the Library**

Hours Open	176 hours
Visits	2,840
Children Program Attendance	142
Volunteer Hours	125
New Cards Issued	22
Cards Renewed	120
New Books Added	31
New eBooks Added	130
New Videos Added	29
Hotspots Added	0
Books Weeded	0
Videos Weeded	0
Reference Questions	583
Assists in Computer Lab	495
Patron Copies	2,238
Patron Faxes sent	122
Patron Printouts	1,401
Library Staff Copies	939
Replacement Cards	24





**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:  
DOC ID: 2488 A

**SCHEDULED**

**ACTION ITEM (ID # 2488)**

---

**Fire Marshal's Report 1. Monthly Report**

Call with questions.

I recommend approval.



FIRE MARSHAL'S OFFICE  
200 NORTH BRAZIL  
LOS FRESNOS, TEXAS 78566

## FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT  
MONTH OF January 2018

### FIRES

### INSIDE CITY

### OUTSIDE CITY

Business Structures  
Dwellings  
Mobile Homes  
Grass  
Refuse  
Institutional  
Motor Vehicles  
Rescue Calls  
Incendiary or Suspicious Fires  
Other Calls

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5  
\_\_\_\_\_  
6

\_\_\_\_\_  
4  
\_\_\_\_\_  
14  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
1  
10  
\_\_\_\_\_  
4  
44

**TOTAL ALARMS**

### MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses  
Industrial Structures  
Public Buildings  
Hotels/Motels

6  
1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Institutions  
Homes  
Apartments

1  
2  
\_\_\_\_\_

**TOTAL INSPECTIONS**

SCHOOL, HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED: \_\_\_\_\_

LECTURES-PRESENTATIONS MADE/FILMS: SHOWN 1 TOTAL AUDIENCE 59

FIRES INVESTIGATED: (ACCIDENTAL) \_\_\_\_\_ (INCENDIARY) \_\_\_\_\_

  
FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: FIRE MARSHAL JAN 2018 (2488 : Fire Marshal's Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Closed Session  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2495)**

DOC ID: 2495

---

**Closed Session - To deliberate pursuant to Section 551.071,  
Title 5 of the Texas Government Code, the Texas Open  
Meetings Act regarding pending or contemplated litigation.**

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 02/13/18 06:00 PM  
Department: City Secretary  
Category: Open Session  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2496)**

DOC ID: 2496

---

**Open Session - Deliberation and possible action regarding  
the pending or contemplated litigation.**