

City Council

200 North Brazil

Los Fresnos, TX 78566

Regular Meeting

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

~ Agenda ~

Tuesday, March 10, 2015

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE {MeetGroup} 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, MARCH 10, 2015 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. Presentation of an award.
4. Public Hearing
 1. Public Hearing to inform the public that the proposed Los Fresnos Nature Park will be located in a wetland and to solicit input and suggestions from the public on the proposal.
5. Visitor remarks - to speak you must sign in with City Secretary prior to the meeting and you will have a limit of 3 minutes to speak.
6. Presentations
 1. Presentation, consideration and ACTION on annual audit for fiscal year ending September 30, 2014 as presented by Long Chilton LLP
 2. Presentation by the Los Fresnos Chamber of Commerce.
7. Consent Agenda

1. Approval or rejection to approve Minutes from February 10, 2015 meeting.
2. Approval or rejection on a Proclamation declaring April 13-17, 2015 as National Safety Telecommunications Week.
3. Approval or rejection to approve the renewal of an agreement between the City of Los Fresnos and Linebarger Goggan Blair & Sampson, LLP for tax collection services.
4. Consideration and ACTION on a Resolution authorizing the City Manager to submit an Outdoor Recreation Grant application to the Texas Parks & Wildlife Department's Local Park Grant Program for assistance with the development and construction of the Los Fresnos Nature Park.
5. Approval or rejection to approve a Resolution in opposition to a revenue cap and legislative interference with local services.
6. Approval or rejection to acknowledge the CDC expenditures for city banners.
7. Approval or rejection of a Police Department budget amendment for fiscal year 2014-2015.
8. Consideration and ACTION on the first reading of Ordinance 465 to adopt building codes, future amendments and new editions as they are released.
9. Approval or rejection of a Resolution for technical assistance for master planning of water and wastewater improvements to the Border Environmental Cooperation Commission.
8. Action Items
 1. Consideration and ACTION to approve or reject any or all proposals received for Architect Services, accept rating scores and authorize City Manager to negotiate contract with the top rated available firm.
 2. Consideration and ACTION to approve a Grant for the Regional Solid Waste Grants Program and appropriate budget amendment.
 3. Consideration and ACTION to appoint two members to the Los Fresnos Housing Authority.
9. Update by City Manager
 1. A. Wastewater Plant Expansion B. Raw Water Line Upgrade, filter Replacement, Sludge Removal System C. Development Projects - Paseo Pointe Apartments, Wal-Mart D. Los Fresnos Nature Park E. Hazardous Mitigation Plan F. CDBG Projects G. Park Master Plan H. TPW Trails Grant I. TPW Park Grant J. Certificates of Obligation
10. 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
3. Police Department Report 1. Arrests 2. Incidents 3. Accidents
4. Municipal Court Report 1. Monthly Report
5. February 2015 Library Report
6. Fire Marshall's Report 1. Monthly Report
11. Closed Session – Deliberation pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following:
 1. Closed Session - Deliberation pursuant to Section 551.071 and 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following: 1. Consultation with City Attorney to see legal advice on city annexation issues. 2. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.
12. Open Session – Deliberation and possible action regarding the following:
 1. Open Session - Deliberation and possible action regarding the following:
 1. Consultation with City Attorney to seek legal advice on city annexation issues. 2. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.
13. Action Items
 1. Consideration and ACTION to approve a Resolution expressing concerns and objection to the City of Brownsville's strip annexations.
14. Adjournment

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on March 4, 2015 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.

Pam Denny, 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: 03/10/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1312)

DOC ID: 1312

Presentation of an award.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Public Hearing
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1293)

DOC ID: 1293 A

Public Hearing to inform the public that the proposed Los Fresnos Nature Park will be located in a wetland and to solicit input and suggestions from the public on the proposal.

This is to listen to the public concerning comments and concerns on the development of the Nature Park. This is not only informational for us as proceed but it is required for grant funds.

PUBLIC HEARING NOTICE

City of Los Fresnos Nature Park

Notice is hereby given that the City of Los Fresnos will conduct a public hearing at City Hall on Tuesday, March 10, 2015 at 6:00 p.m. to solicit input and suggestions on the proposed Los Fresnos Nature Park. The park will be located immediately south of Los Fresnos High School and along Resaca Agua Negra. The project will provide environmental education facilities, trails, picnic areas, access to the resaca, wildlife habitat, and other nature-oriented amenities. Because the park will be located in a wetland area, the project may have certain environmental impacts within and near the wetland. During construction, all state and federal regulations regarding wetlands will be followed. At its completion, the park is expected to provide quality habitat for fish and wildlife, and provide educational, recreational, and economic benefits to residents and visitors of the Los Fresnos area. Anyone wishing to make comments outside of the public hearing will find park plans and other pertinent materials available for review at City Hall located at 200 N. Brazil, Los Fresnos, TX on March 16, 2015.

Dated this 4th day of March, 2015

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Audit
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1305)

DOC ID: 1305 A

**Presentation, consideration and ACTION on annual audit for
fiscal year ending September 30, 2014 as presented by Long
Chilton LLP**

Long Chilton will be here to present the financial condition of the City.

I recommend approval.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1292)

DOC ID: 1292 A

Presentation by the Los Fresnos Chamber of Commerce.

As part of the agreement to increase the amount of funding for the Chamber, they agreed to report quarterly on what they have been doing. This is the report for the first quarter of the fiscal year which is from October through December. The Chamber will also attend the meeting in April to report on activities from January through March.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1289)

DOC ID: 1289 A

**Approval or rejection to approve Minutes from February 10,
2015 meeting.**

I recommend approval.

City Council

200 North Brazil

Los Fresnos, TX 78566

Regular Meeting

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

~ Minutes ~

Tuesday, February 10, 2015

6:00 PM

City Hall

Agenda

1. Call meeting to order
2. Invocation and Pledge of Allegiance
Mayor Narvaez gave the Invocation and led the audience in the Pledge of Allegiance.

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

There were no comments.

Consent Agenda

Approval or rejection to approve Minutes from January 13, 2015, January 20, 2015 and January 27, 2015.

Minutes from January 13, January 20 and January 27 meetings were approved.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tom Jones, Councilman
SECONDER:	Javier Mendez, Councilman
AYES:	Minton, Narvaez, Cruz, Mendez, Jones
ABSENT:	Swain Real

Approval or rejection to acknowledge the financial report and cash investment report for the first quarter ending December 31, 2014.

Investment report for the first quarter ending December 31, 2014 was approved.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tom Jones, Councilman
SECONDER:	Javier Mendez, Councilman
AYES:	Minton, Narvaez, Cruz, Mendez, Jones
ABSENT:	Swain Real

Public Hearing

Public Hearing to receive comments from the public on the review performance and to obtain comments regarding the 2013 Texas CDBG Program for the Community Development Contract 713301.

Mayor Narvaez opened the public hearing at 6:04 p.m.

Attachment: CC Minutes from Feb 10 (1289 : Minutes)

Ms. Oralia Cardenas from GrantWorks was present. Ms. Cardenas stated that the project for the CDBG Grant 713301 was complete. There were 3 streets paved, Ebony, Pecan and Magnolia, drainage work was done and improvements to a lift station. There have been no complaints filed.

Mayor Narvaez closed the public hearing at 6:07 p.m.

RESULT: NO ACTION

Action Items

Consideration and approval of a Resolution authorizing the submission of a Community Development Block Grant application to the Texas Department of Agriculture for the Community Development Fund; authorizing the Mayor to act as the Executive Officer and authorized representative in all matters pertaining to the participation in the Community Development Block Grant Program.

Mr. Milum stated that Council had discussed this at prior meetings with public input and Council comments that the City will apply for the CDBG grant funds for street improvements for Sixth Street from Pita to Coma Street, Ninth Street from Arroyo Boulevard to Pita Street and Ninth Street from Pita Street to Coma Street.

Motion was made and seconded to approve Resolution authorizing the submission of a Community Development block Grant application to the Texas Department of Agriculture for the Community Development fund; authorizing the Mayor to act as the Executive Officer and authorized representative in all matters pertaining to the participation in the Community Development block Grant Program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Gary Minton, Councilman
AYES: Minton, Narvaez, Cruz, Mendez, Jones
ABSENT: Swain Real

Consideration and approval of a Resolution of support, two time per capita waiver and fee waiver to meet the UGLG requirements of TDHCA by the City of Los Fresnos.

Mr. Milum explained that this resolution is in support of the proposed apartments to be located at the Holiday Out location. The Council previously voted to change the zoning to accommodate the apartment construction. The agreement says the City will waive at least \$85,000 in fees. There will be in excess of \$175,000 in fees and probably closer to \$200,000. The Developers have also agreed to pay the appraised value of the street property the Council has agreed to sell to him or \$95,000 whichever is greater. The \$85,000 is the amount that will give them maximum points in order to rate high for the project to be selected.

The Developer and City Manager answered questions from the Council.

Motion was made and seconded to approve the Resolution of support, two time per capita waiver and fee waiver to meet the UGLG requirements of TDHCA by the City of Los Fresnos.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tom Jones, Councilman
SECONDER:	Gary Minton, Councilman
AYES:	Minton, Narvaez, Cruz, Mendez, Jones
ABSENT:	Swain Real

Consideration and ACTION to approve the 2014 Racial Profiling Report for the Los Fresnos Police Department.

Mr. Milum stated that this is the annual report that must be approved and sent to the State. The report shows good results. There have been no complaints filed on racial profiling.

Motion was made and seconded to approve the 2014 Racial Profiling Report for the Los Fresnos Police Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Polo Narvaez, Mayor
SECONDER:	Yolanda H. Cruz, Councilwoman
AYES:	Minton, Narvaez, Cruz, Mendez, Jones
ABSENT:	Swain Real

Consideration and ACTION to approve a grant from Homeland Security for 2015 Local Border Security Program.

Mr. Milum stated that the Police Department has been awarded a \$15,000 grant to specially patrol for drug interdiction and overtime costs.

Mr. Milum, Assistant Chief Hector Gonzalez and Commander Juan Rodriguez answered questions from the Council.

Mr. Jones asked for future we calculate additional costs the City is responsible for that the grant does not cover.

Motion was made and seconded to approve the grant for \$15,000 from Homeland Security for 2015 Local Border Security Program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Javier Mendez, Councilman
SECONDER: Yolanda H. Cruz, Councilwoman
AYES: Minton, Narvaez, Cruz, Mendez, Jones
ABSENT: Swain Real

Consideration and ACTION to nominate of person for the Rio Grande Valley Walk of Fame.

Mr. Milum stated that the Council will need to nominate an individual for the Walk of Fame. Councilman Mendez had mentioned Manuel Abrego at the last meeting.

Motion was made and seconded to nominate Manuel Abrego for the RGV Walk of Fame.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Javier Mendez, Councilman
AYES: Minton, Narvaez, Cruz, Mendez, Jones
ABSENT: Swain Real

Consideration and ACTION to appoint two members to the Los Fresnos Housing Authority.

No action was taken.

RESULT: NO ACTION

Consideration and ACTION on agreements with Boys & Girls Club of Los Fresnos and possible changes to the agreements.

Mr. Milum stated that after he sent out a letter concerning the Boys & Girls Club he was asked to put this on the agenda for discussion and review. Mr. Milum stated that the Council had copies of the letter, the agreements and the history of funds provided by the City.

Mr. Eddie Barron, Executive Director of the Boys & Girls Club, was present along with three Board members Juan Rodriguez, Aristeo Cano, Jr and Hector Gonzalez.

Mr. Barron stated that the Boys & Girls Club could not let the health worker use their facilities due to they have to pay the cleaning person to come in and open the doors, clean and then lock up. The health people are arriving at 7:30 am and not leaving until almost 10:00 am.

Mr. Barron stated that the City had offered to pay \$2,700 per year for a cleaning person to come in on the days that it was cold or rainy and the health people needed somewhere to exercise. Mr. Barron stated it was not enough money.

Mr. Milum stated that the City had offered to pay \$250 per month not including June, July and August and to let the City Community Health worker become a Club employee, have someone clean every time used, limit number of times used to 90 day during the 9 month period.

It was the consensus of the Council for Mr. Milum and Mr. Barron to get together and works on hours, City to pay for a Boy & Girl staff member to open & close building and for the Community Health Worker Group to use building on bad weather days.

No action was taken.

RESULT: NO ACTION

Update by City Manager

A. Wastewater Plant Expansion B. Raw Water Line Upgrade, Filter Replacement, Sludge Removal System C. Development Projects - Paseo Pointe Apartments, Walmart D. Los Fresnos Nature Park E. Hazardous Mitigation Plan F. CDBG Grant G. Park Master Plan H. TPW Trails Grant I. TPW Park Grant J. Certificates of Obligations

Wastewater Plant Expansion - We are still waiting on approval from TCEQ. Once we have that TWDB will be able to give us final approval to start the bidding process. TCEQ has approved the Discharge Permit.

Raw Water Line Upgrade - Work is complete.

Filter Replacement - Work is complete.

Sludge Removal System - Work is complete.

Development Projects - Paseo Point Apartments is getting closer to being complete and tenants are already living in the completed sections. Wal-Mart opening is scheduled by March 11th.

Los Fresnos Nature park - We have purchased the large portion of the land. The owner of the remaining 2.1 acres still wants 2 times the value of the land so we are in the process of determining how we can utilize the remaining funds of \$154,242.60. If possible I will be making a request to move the remaining funds to begin a master design plan and possible some work.

Hazardous Mitigation Plan - The grant has been approved. The group of cities will meet during the third week of the month to determine the next steps.

CDBG Grant - The paving, drainage and lift station work are complete. Engineers and staff have confirmed completion. The Public Hearing was held earlier in the meeting. Additionally the new CDBG Grant project was approved tonight for street improvements.

Park Master Plan - Completed

TPW Trails Grant - It has been submitted.

TPW Park Grant - In process of working on it. It is due March 31st.

Certificates of Obligations - Lopez Lift Station - Engineering is near complete so we can bid the project. It looks like we will have to include replacement of the force main from the lift station to the plant because the current line is too small. The estimate is \$636,020 including engineering costs and \$49,000 in contingency. The initial estimate was \$480,503 not including the force main.

Water Loop - Engineering is near complete so we can bid the project. There is a chance we can get this funded through TWDB. If we can this will free these funds for something else. The estimate is \$261,222.50 including engineering costs and \$20,125 in contingency.

Evergreen Street - Engineering is complete so we can bid the project. The ROW with the Motel is to be discussed in executive session. The other ROW documents with Los Fresnos Development should be returned any day. The estimate is \$1,575,056.34 plus \$233,019 in engineering fees. The initial estimate was \$1,527,571. The difference is due to 8 foot sidewalks and storm sewer.

Architect & Design of City Hall - We received proposals from 6 firms. The committee will get together to rate the firms in the next few weeks to have a recommendation for the March meeting.

Engineering for Sewer Extension West, Sewer Extension Escalante Road and Sewer Extension Whipple Road - Will work on this in the spring as some might be able to be covered by existing grants.

Purchase of land - completed

Regular Meeting

Tuesday, February 10, 2015

6:00 PM

RESULT: NO ACTION**Department Head Reports****Financial Report 1. Monthly 2. Year-to-Date**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**Police Department Report 1. Arrests 2. Incidents 3. Accidents**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**Municipal Court Report 1. Monthly Report**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**January 2015 Library Report**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**Fire Marshal's Report 1. Monthly Report**

Mr. Milum answered questions from the Council.

RESULT: NO ACTION**Closed Session – Deliberation pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following:**

Closed Session - Deliberation pursuant to Sections 551.072, 551.074 and 551.087, Title 5 of the Texas Government code, the Texas Open Meetings Act regarding the following: A. The purchase, exchange, lease, or value of real property. B. Evaluation of City Manager C. Commercial or financial information that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

Mayor Narvaez recessed the meeting at 7:43 p.m.

RESULT: NO ACTION**Open Session – Deliberation and possible action regarding the following:**

Attachment: CC Minutes from Feb 10 (1289 : Minutes)

Open Session - Deliberation and possible action regarding the following: A. Purchase, exchange, lease, or value of real property B. Evaluation of City Manager C. Commercial or financial information that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

Mayor Narvaez called the meeting back to order at 8:30 p.m.

A. Purchase, exchange, lease, or value of real property - Motion was made by Councilmember Jones to approve the recommends agreement with Los Fresnos Inns & Suites to purchase the 10 foot ROW for \$30,000 less the cost of moving the sign and dumpster plus the grant from CDC, seconded by Councilmember Minton and the vote for approval was 5-0.

B. Evaluation of City Manager - No action was taken.

C. Commercial or financial information that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. - Motion was made by Mayor Narvaez to approve the \$9,654 that CDC will pay for a gas line, seconded by Mayor Pro-tem Cruz and the vote for approval was 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tom Jones, Councilman
SECONDER:	Gary Minton, Councilman
AYES:	Minton, Narvaez, Cruz, Mendez, Jones
ABSENT:	Swain Real

11. Adjournment

Mayor Narvaez adjourned the meeting at 8:37 p.m.

Presiding Officer of the Council

Recorder

Attachment: CC Minutes from Feb 10 (1289 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1290)

DOC ID: 1290 A

Approval or rejection on a Proclamation declaring April 13-17, 2015 as National Safety Telecommunications Week.

I recommend approval.

CITY OF LOS FRESNOS**PROCLAMATION**

WHEREAS, the professional public safety telecommunicator plays a crucial role in the protection of life and property, the preservation of society and its laws, and the provision of municipal services; and

WHEREAS, each day, thousands of Americans dial 9 -1-1 for emergencies; and

WHEREAS, these telecommunicators who answer these calls for help, gathering essential information and dispatching the appropriate assistance, can often make the difference between life and death for persons in need; and

WHEREAS, because emergencies can strike at any time, we rely on the vigilance and the preparedness of these individuals 24 hours a day, 365 days a year;

NOW, THEREFORE, the City Council of the City of Los Fresnos urges our citizens to recognize the importance of these people and do hereby proclaim the week of April 13 – 19, 2015 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATOR’S WEEK

in the City of Los Fresnos.

Signed this 10th day of March, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

REVIEWED

ACTION ITEM (ID # 1291)

DOC ID: 1291 A

**Approval or rejection to approve the renewal of an agreement
between the City of Los Fresnos and Linebarger goggan
Blair & Sampson, LLP for tax collection services.**

The agreement with Linebarger Goggan Blair & Sampson needs to be renewed. They have handled our delinquent tax collections for many years and have done very well. This agreement is the same exact agreement as before just with the new dates. Nothing else has changed in the agreement.

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;

- (e) In the case of tangible personal property, on the 60th day after the February 1st 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, 2015 (The "Effective Date") and shall expire on March 1, 2018 (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 *Existing Contract Superseded.* This Agreement supersedes and replaces any existing agreement between the parties governing the same services addressed herein.

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.

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:

Attachment: Agreement for Tax Collection Services (1291 : Agreement for Tax Collection Services)

City of Los Fresnos Fact Sheet

- Current Year Delinquent Tax Roll - \$124,482
- 2013-2014 Base, Penalty & Interest Tax Collections - \$50,967
- Lawsuits Filed in last three years:
 - (2011-2012) – 26 accounts totaling \$31,264
 - (2012-2013) – 26 accounts totaling \$34,400
 - (2013-2014) – 32 accounts totaling \$44,680
- Properties Listed for Tax Sale (most judgments were paid before sale or entered into payment agreement)
 - (2011-2012) – 7 properties totaling \$10,772
 - (2012-2013) – 3 properties totaling \$10,613
 - (2013-2014) – 9 properties totaling \$12,793
- Total Number of Delinquent 249 Accounts:
 - Years Owed: 1988-2006 (amount owed - \$17,003)
 - Years Owed: 2007-2011 (amount owed - \$45,383)
 - Years Owed: 2012-2013 (amount owed - \$62,096)

Our lawsuits primarily target older years, such as 1988 thru 2011. However, some suits can include recent years (2012-2013) but depend on the amount owed. Our letter campaign is used on more recent years so that tax payers are informed of the delinquency and given notice that a suit may be filed to collect what is owed to the city.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1294)

DOC ID: 1294 B

Consideration and ACTION on a Resolution authorizing the City Manager to submit an Outdoor Recreation Grant application to the Texas Parks & Wildlife Department's Local Park Grant Program for assistance with the development and construction of the Los Fresnos Nature Park.

This is a resolution that is required to apply for the \$400,000 grant for the Nature Park. Applying for this grant was approved by the Council in a prior meeting.

I recommend approval.

RESOLUTION NO. 04-2015

A RESOLUTION OF THE CITY OF LOS FRESNOS, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT”, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT”, FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

This Resolution was introduced and submitted to the City Council for passage and adoption after the reading. After presentation and discussion of the Resolution, a motion was made by ___ that the Resolution be finally passed and adopted in accordance with the City’s Home Rule Charter. The motion was seconded by _____ and carried by the following vote:

Mayor Polo Narvaez	___	For	___	Against	___	Abstained
Mayor Pro-tem Yolanda H. Cruz	___	For	___	Against	___	Abstained
Councilmember Swain Real	___	For	___	Against	___	Abstained
Councilmember Javier Mendez	___	For	___	Against	___	Abstained
Councilmember Gary Minton	___	For	___	Against	___	Abstained

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Mark W. Milum is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site known as Los Fresnos Nature Park in the City of Los Fresnos

for use as a park site and is hereby dedicated for a public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

Introduced, read and passed on this 10th day of March, 2014.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1304)

DOC ID: 1304 A

Approval or rejection to approve a Resolution in opposition to a revenue cap and legislative interference with local services.

I have mentioned this to you on several occasions and the potential for harm to a City. There is already an 8% cap that we have to comply with now. I feel that is more than adequate. Moving the cap to 4% could have negative effects on the City in the future. Local control is best, not control from Austin.

I recommend approval.



Legislative UPDATE

February 20, 2015
Number 8

Revenue Caps: Communicate with Your Legislators

League staff has learned that senators who support the dangerous revenue cap bill, S.B. 182, are already attempting to count votes on the senate floor. (It's also possible that the revenue cap bill could be rolled into broad property-tax relief legislation being considered.) Accordingly, city officials should immediately contact their senators and express concern with this risky idea.

Some legislators have said that they aren't hearing opposition from the cities in their respective districts. Click [here](#) for an example resolution opposing revenue cap legislation. Cities that adopt the resolution should send it to the legislators and copy the TML Legislative Department at legislative@tml.org or 1821 Rutherford Lane, Suite 400, Austin, Texas 78754.

Cities (and counties) are not the problem when it comes to property taxes. The state's ever-increasing reliance on property tax revenue to fund schools is the problem.

Survey Results Favor Local Decision Making

The League recently participated in a statewide opinion poll that included questions related to city and county authority. The poll results clearly indicate Texas voters overwhelmingly support local-level governmental decision making, rather than state or federal, on taxing and spending matters. Page 4 of the poll [results](#) provides a percentage-based look at how participants responded to each poll question, followed by a more detailed data analysis on Page 5.

RESOLUTION NO. 05-2015**A RESOLUTION OF THE CITY OF LOS FRESNOS, TEXAS, IN OPPOSITION TO A REVENUE CAP AND LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES.**

This Resolution was introduced and submitted to the City Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by

_____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by _____ and carried by the following vote:

Mayor Polo Narvaez	___	For	___	Against	___	Abstained
Mayor Pro-tem Yolanda H. Cruz	___	For	___	Against	___	Abstained
Councilmember Swain Real	___	For	___	Against	___	Abstained
Councilmember Javier Mendez	___	For	___	Against	___	Abstained
Councilmember Tom Jones	___	For	___	Against	___	Abstained
Councilmember Gary Minton	___	For	___	Against	___	Abstained

WHEREAS, bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses; and

WHEREAS, currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase; and

WHEREAS, bills have been introduced to replace that eight percent "rollback rate" with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the false claim that this would provide property tax relief; and

WHEREAS, according to the state comptroller's latest survey of property tax rates in 1,002 cities in Texas, 67 percent of cities raised their property taxes by less than four percent from 2012 to 2013 and 37 percent of cities actually reduced their property taxes; and

WHEREAS, that means property owners in a least 669 Texas cities would have seen no reduction in their city property taxes if the four percent cap had been in effect; and

WHEREAS, while the savings to individual taxpayers are very small or even non-existent, a four percent cap could represent a loss in vital city services; and

WHEREAS, cities collect just 16 percent of the property taxes levied in Texas, and most of the property taxes paid by Texans (55 percent) go to school districts; and

WHEREAS, according to the comptroller's report, the total amount of property taxes collected by cities rose by 3.61 percent between 2012 and 2013, while school district tax collections rose by more than twice the rate of 7.72 percent; and

WHEREAS, school property taxes have been rising because the legislature continues to reduce the state's share or funding for schools, which forces districts to get more revenue from property taxes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS:

1. That all of the above recitals are true and correct;
2. That the City Council of the City of Los Fresnos, Texas, is **OPPOSED** to the legislative imposition of a revenue cap and legislative interference with local services; and
3. That imposing a revenue cap on cities: (a) does not provide meaningful tax relief; (b) robs cities of the ability to meet local needs; and (c) diverts attention from the real cause of higher property taxes, which is the legislature's failure to address the problem of school funding.

PASSED AND APPROVED this 10th day of March, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Acknowledgments
Prepared By: Pam Denny

SCHEDULED

Initiator: Pam Denny

Sponsors:

ACTION ITEM (ID # 1310)

DOC ID: 1310 A

Approval or rejection to acknowledge the CDC expenditures for city banners.

The CDC has approved to purchase banners for 44 poles along Ocean Boulevard and Arroyo Boulevard. They will purchase 4 different types of banners.

1. Welcome to Los Fresnos
2. Christmas (4 different ones)
3. Rodeo
4. Patriotic (4 different ones)

I recommend approval.

Los Fresnos, TX

Banner quote – 2/10/2014

The following quote is for light pole banners that would measure 30" x 60"

Digital banners:

- Constructed on heavy duty 22 oz block out vinyl
- Printed on both sides with UV stabilized inks
- **NO set up fee - NO art fee**
- 3 year warranty
- Unlimited colors with photographic like detail
- Consisting of:
 - 44 - Patriotic
 - 44 - Rodeo
 - 44 - Welcome
 - 44 Christmas (11 each of 4 images)
 - 176 banners x \$40.00 each \$7,040.00
 - Shipping \$ 228.00
 - **TOTAL \$7,268.00**

TITAN bracket sets are attached to your poles with heavy duty banding straps and buckles. Heavy cast aluminum alloy w/flexible fiberglass rod arm

- Single bolt adjustable feature
- Recyclable – non rusting materials
- Stainless steel adjustable banding included
- Certified for up to 80 MPH
- 7 year warranty
 - 44 sets \$79 each \$3,476.00
 - Shipping \$ 298.00
 - **TOTAL \$3,774.00**

Page 1 of 2

Northern Lights DISPLAY

9531 West 78th St., Suite 135
Eden Prairie, MN 55344
1-877-974-3205

Los Fresnos Welcome

30x60;
3.5 inch pockets;
Single Ply
2 Sides Same Print;
Digital Color Print;
2 Grommets;

Qty. _____ ;

Colors Specified:

Digital Print

Approval Date by Customer

Approval Signature by Customer





9531 West 78th St., Suite 135
Eden Prairie, MN 55344
1-877-974-3205

Los Fresnos - Y224

30x60;
3.5 inch pockets;
Single Ply
2 Sides Same Print;
Digital Color Print;
2 Grommets;

Qty. _____ ;

Colors Specified:

Digital Print

Approval Date by Customer

Approval Signature by Customer

Packet Pg. 38



1.7.6.a

Los Fresnos - D335

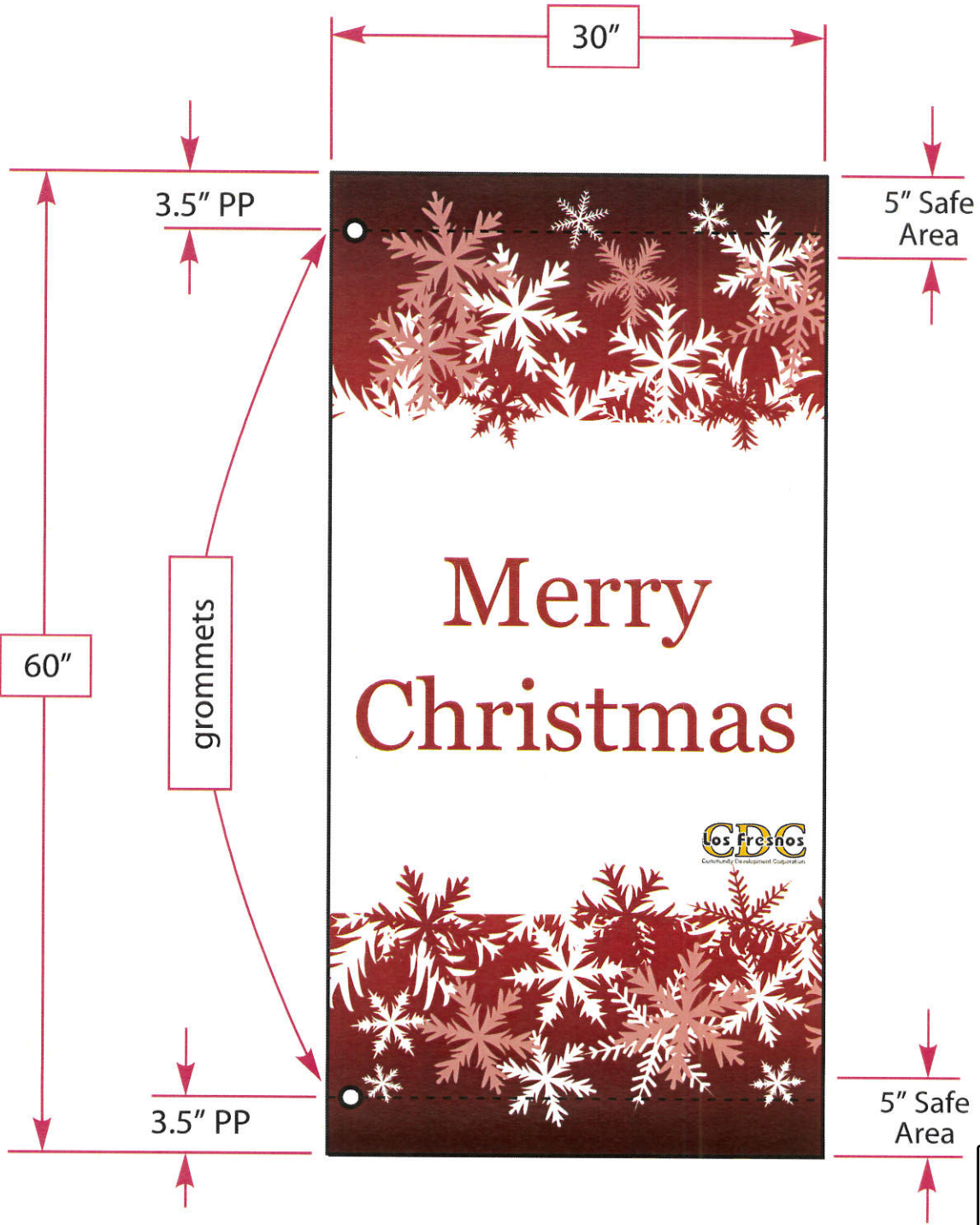
30x60;
 3.5 inch pockets;
 Single Ply
 2 Sides Same Print;
 Digital Color Print;
 2 Grommets;

Qty. _____ ;

Colors Specified:
 Digital Print

Approval Date by Customer

Approval Signature by Customer



Los Fresnos - D347
Rodeo

30x60;
 3.5 inch pockets;
 Single Ply
 2 Sides Same Print;
 Digital Color Print;
 2 Grommets;

Qty. _____;

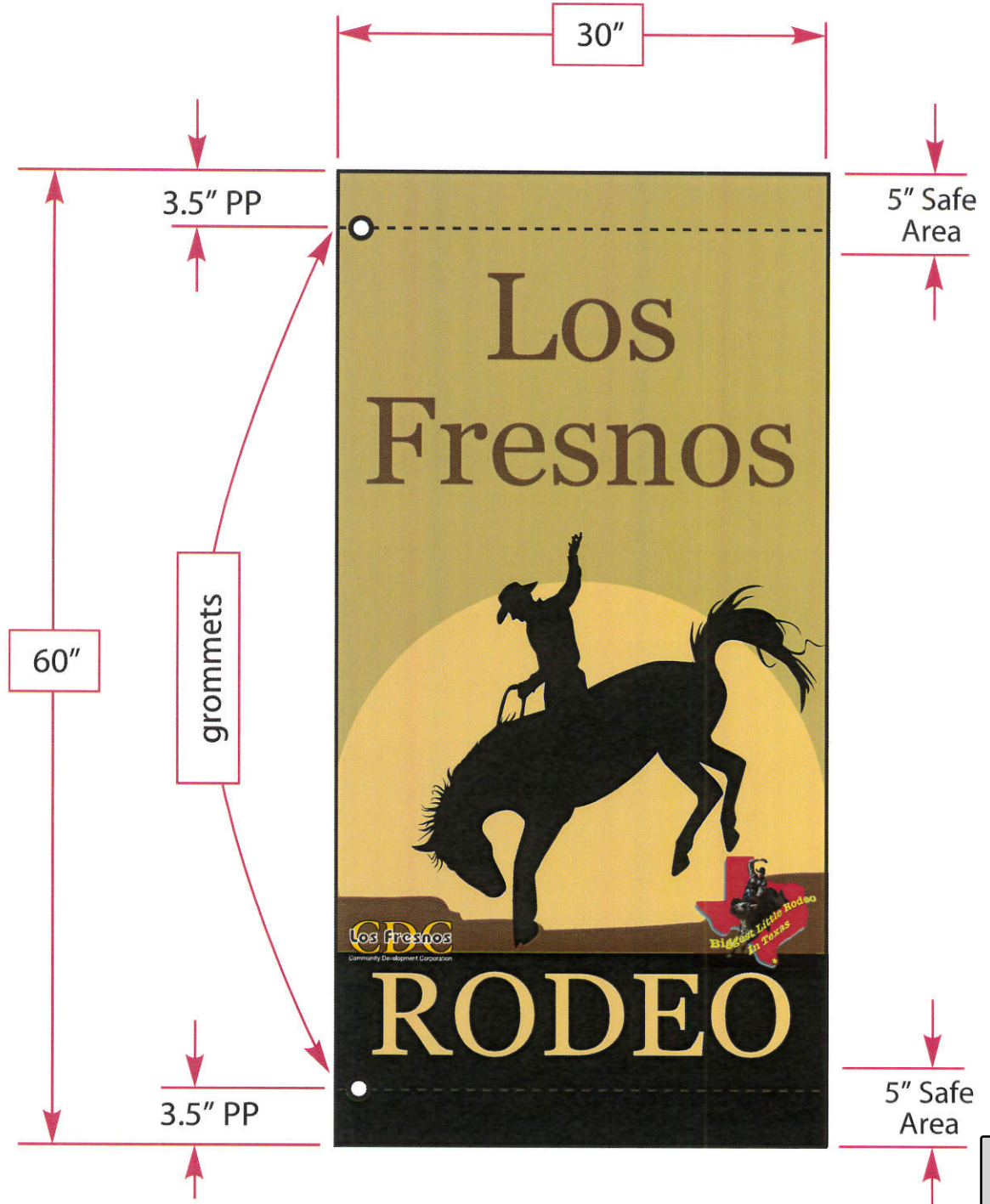
Colors Specified:

Digital Print

DRAFT
 NEED HI RES LOGO ART

Approval Date by Customer

Approval Signature by Customer



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Amendment
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1311)

DOC ID: 1311 A

Approval or rejection of a Police Department budget amendment for fiscal year 2014-2015.

This is the budget amendment to reflect the action the Council took at the last meeting to approve the agreement for \$15,000 in Border Security Funds.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: 01-General Funds

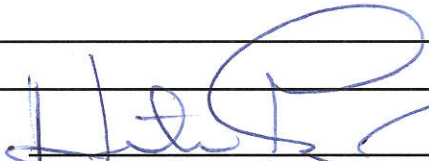
BUDGET AMENDMENT # _____

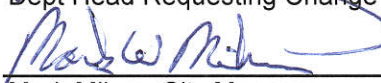
DEPARTMENT: Los Fresnos Police Department

DATE POSTED: _____

Fund #	G/L Acct #		Description	Approved Budget	(Decrease)	Increase	Amended Budget
1	490	7553	GRANT REVENUE- LBSP			15,000.00	15,000.00
							0.00
							0.00
							0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
		-					0.00
Amendment Total				0.00	0.00	15,000.00	15,000.00


Justification/Explanation for change:


 Dept Head Requesting Change


 Mark Milum, City Manager

3-3-15

3/3/15


 Finance Dept

Polo Narvaez, Mayor

3-3-15

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: 01-General Funds

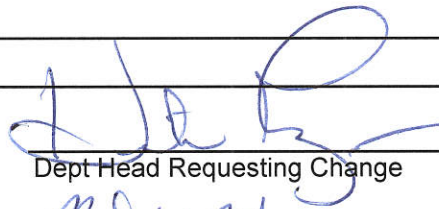
BUDGET AMENDMENT # _____


DEPARTMENT: Los Fresnos Police Department

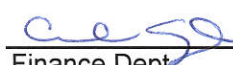
DATE POSTED: _____

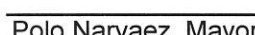
Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
1	507 1525	OVERTIME- LBSP			15,000.00	15,000.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Amendment Total			0.00	0.00	15,000.00	15,000.00

Justification/Explanation for change:


 Dept Head Requesting Change


 Mark Milum, City Manager


 Finance Dept


 Polo Narvaez, Mayor

3-3-15
 Date

3/3/15
 Date


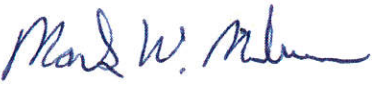
3-3-15
 Date

 Date

**Texas Department of Public Safety
Texas Homeland Security State Administrative Agency
2015 Recipient Grant Award**

Sub-Recipient Name:	Los Fresnos, City of
Sub-Recipient Authorized Official and Address:	Mr. Mark Milum 200 North Brazil Street Los Fresnos, Texas 78566
SAA Award Number:	LBSP-15-0048
Amount of Grant:	\$15,000.00
Amount of Match:	No Matching Funds Required
Grant Period:	From: February 1, 2015 To: August 31, 2015
Date of Grant Award	February 3, 2015
Program Title:	Local Border Security Program FY 2015 (LBSP-15)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83 rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

Sub-Recipient Acceptance: I have read, understood and agree to this Grant Recipient Agreement consisting of this Award and the attached Terms & Conditions.

AWARDING AGENCY APPROVAL	RECIPIENT GRANT ACCEPTANCE
	
Garry Jones Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	Printed Name: Mark W. Milum Title: city manager
Date: February 3, 2015	Date: February 11, 2015

The signed Award with Terms and Conditions must be returned to SAA-LBSP@dps.texas.gov on or before this **Grant Acceptance Due Date: March 19, 2015**. Access to funds will be on hold until receipt of the signed Award with Terms and Conditions.

Attachment: Budget Amendment [Revision 1] (1311 : Budget Amendment)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

REVIEWED

ACTION ITEM (ID # 1314)

DOC ID: 1314 B

Consideration and ACTION on the first reading of Ordinance 465 to adopt building codes, future amendments and new editions as they are released.

This is an Ordinance to officially adopt the latest codes.

I recommend approval.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

REVIEWED

ACTION ITEM (ID # 1315)

DOC ID: 1315 A

Approval or rejection of a Resolution for technical assistance for master planning of water and wastewater improvements to the Border Environmental Cooperation Commission.

This is an opportunity to apply for a grant (free money) to update our Master Plan for Water and Wastewater. It has not been updated since 2001. We have had a lot of growth and the items in the plan have already done or is in the process of being done. This will help us plan for the future.

I recommend approval.

RESOLUTION NO. 06-2015**RESOLUTION TO SUBMIT REQUEST FOR TECHNICAL ASSISTANCE FOR
MASTER PLANNING OF WATER AND WASTEWATER IMPROVEMENTS TO THE
BORDER ENVIRONMENTAL COOPERATION COMMISSION**

This Resolution was introduced and submitted to the City Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by

_____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by _____ and carried by the following vote:

Mayor Polo Narvaez	___	For	___	Against	___	Abstained
Mayor Pro-tem Yolanda H. Cruz	___	For	___	Against	___	Abstained
Councilmember Swain Real	___	For	___	Against	___	Abstained
Councilmember Javier Mendez	___	For	___	Against	___	Abstained
Councilmember Tom Jones	___	For	___	Against	___	Abstained
Councilmember Gary Minton	___	For	___	Against	___	Abstained

WHEREAS, the City of Los Fresnos has determined the need for a water and wastewater master plan to determine capital improvement needs and to determine priorities for improvements and requires additional technical assistance from the BECC in the form of master planning, and

WHEREAS, the City of Los Fresnos will accept the recommendations and agree to project concept/development as presented by the technical assistance studies to be provided by the Border Environment Cooperation Commission and will proceed to seek the financial resources required to construct or rebuild the required infrastructure as recommended by the study,

WHEREAS, the City of Los Fresnos will authorize a representative in matters pertaining to preparation and development of master planning that will include implementation of schedule, and assistance in development of Step II certification and other required studies, and

WHEREAS, the City of Los Fresnos will provide necessary support to accomplish the project and may provide staff for project supervision, or designated point of contact, and provide information to consultants, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS:

Section 1. That an application is hereby authorized to be filed with the BECC for funding consideration;

Section 2. That the application be for up to \$135,000 of Technical Assistance funds to carry out master planning for water and wastewater improvements;

Section 3. That the Mayor, the City Manager, and consultants are hereby authorized to take all necessary steps to prepare and submit application documentation to the BECC;

Section 4. That the City Manager is designated as the Authorized Representative to act in all matters in connection with this application and participation in the BECC Technical Assistance.

PASSED AND APPROVED by the City Council of the City of Los Fresnos during a regularly scheduled meeting held March 10, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Contract
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1309)

DOC ID: 1309 C

Consideration and ACTION to approve or reject any or all proposals received for Architect Services, accept rating scores and authorize City Manager to negotiate contract with the top rated available firm.

Attached you will find the blank scoring sheet used to rate each of the architect firms. You can use it to rate each firm. You will be delivered a copy of the proposals from each firm. The rating committee met to review and rate. Attached you will see the scores. The top rated firm was BRW Architects. Each rater had them rated number 1 or tied for number 1. Since this is a request for qualifications there has been no discussion on price. The standard practice is to negotiate with the top rated firm to get a contract. If for some reason that can not occur we would automatically go to the next highest rated firm to negotiate. This would continue until we have an agreement. It is very unlikely we would ever go to the next rated firm but this allows for that unique time that it could occur. If approved I would begin negotiations with BRW Architects, Inc.

I recommend approval of the rating for architect services in the order done by the committee and allow me to negotiate a contract.

1. Brown Reynolds Watford (BRW) Architects, Inc. (91.7)
2. Naismith Engineering, Inc. (85.3)
3. GIGNAC Architects (83.5)
4. Gomez Mendez Saenz, Inc. (80.2)
5. Guzman & Munoz Engineering & Surveying, Inc. (76.2)
6. K + Architect (73.0)

RATING SHEET FOR ARCHITECT SERVICES

COMPANY NAME	RATING BY Yolanda Cruz	RATING BY Tom Jones	RATING BY Celina Gonzales	RATING BY Carlos Salazar	RATING BY Mark Milum	RATING BY Gene Daniels	TOTAL	AVERAGE
Brown Reynolds Watford (BRW) Architects, Inc.	90	100	95	89	90	86	550	91.7
GIGNAC Architects	80	100	86	85	81	69	501	83.5
Gomez Mendez Saenz, Inc.	66	95	94	78	79	69	481	80.2
Guzman & Munoz Engineering & Surveying, Inc.	62	100	80	87	71	57	457	76.2
K + Architect	55	95	75	77	75	61	438	73.0
Naismith Engineering, Inc.	80	99	94	80	81	78	512	85.3

Firm Name _____

Name _____

Any SOQ that does not meet all of the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria and includes:

1. SOQ must be received by the due date and time;
2. Page limitations must be strictly adhered to;
3. Certification must be signed and returned with SOQ; including acknowledgement of any addenda issued.
4. Must submit 3 copies

SOQ's that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. The City may request additional information, site visits, interviews, or presentations from the Firm as part of the evaluation process.

The City of Los Fresnos requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. The proposal format shall be clearly identified in the responses and conform to the criteria as outlined in "A" through "H" of each the criteria listed below.

_____A. Firm Introduction (5 points)

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. The City promotes the use of small, minority-owned and female-owned businesses.

_____B. Demonstrate the competence and qualifications of the individual who will be directly responsible for the management and delivery of the proposed work. (20 points)

City is interested in the individual's experience as a project manager on projects similar to that described in the solicitation. Only one individual should be designated and must be a licensed architect, engineer, or surveyor in the State of Texas at the time of submission and must be employed by the Firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individual;
- (b) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and their role in the work.
- (c) educational background;

- (d) license status, to include Texas registration number and expiration date of architect, engineer, or surveyor assuming professional responsibility on the project or study;
- (e) formal project management training and any certifications or accreditations offered by the Project Management Institute;
- (f) technical publications including books, papers or presentations.

C. Demonstrate the technical adequacy of the personnel and sub-consultants to be utilized for the proposed work. (15 points)

City is interested in the technical qualifications and experience of the individual project team members of the Firm or sub-consultant firms who will actually be performing work on the project or study described in the solicitation. Demonstrate technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individuals;
- (b) descriptions and examples of specific projects or studies of a similar nature by the individuals as described in the solicitation and their role in the work;
- (c) educational background;
- (d) license status, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervising subordinates in the production of design or study efforts;
- (e) technical publications including books, papers or presentations.

D. Demonstrate the experience of the Firm based upon previous work similar to that of the type considered. (15 points)

City is interested in the Firm's history with similar projects or studies as described in the solicitation. **List no more than five projects or studies meeting these criteria which have been completed within the last five years.** Include the project or study description, name of the team leader, description of the Firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work.

- (a) applicability of projects or studies similar in nature as described in the solicitation;
- (b) role of firm with the project or study.

E. Demonstrate the success of the Firm based upon the record of performance on other projects. (15 points)

City is interested in the Firm's success and performance record related to projects or studies for the City of Los Fresnos or other entities. List no more than five projects total. Projects other than those listed in Consideration Item (D) may be submitted which are not necessarily similar in nature to those described in the solicitation. For other projects or studies to be considered, include the project or study description, name of the team leader, and description of the Firm's role.

- (a) number of change orders;

- (b) examples of innovative solutions that resulted in a cost savings during construction and/or operation;
- (c) responsiveness during construction and commitment to continued involvement throughout the life of the project.

_____ F. Demonstrate the Firm's history of accuracy of cost estimates and ability to perform within budget constraints. (5 points)

City is interested in the accuracy and dependability of projected cost estimates and the ability of the Firm to be sensitive and responsive to project or study budget constraints. List project budgets, pre-bid cost estimates and bid ranges from low to high bid for projects listed in Consideration Item (D) or Consideration Item (E). Also provide a summary of the measures taken by the Firm to ensure the project was realized within the project budget.

_____ G. Workload Capacity And History Of Performing Work Within A Specified Schedule (5 points)

City is interested in the ability of the Firm to dedicate the necessary resources to the work described in the Scope of Work. City reserves the right to visit the location of the Firm to verify the capabilities and resources. Include projects listed in Consideration Item (D) or Consideration Item (E) to demonstrate the firm's ability to deliver projects within a specified schedule.

- (a) capabilities of the proposed project team and approach for handling multiple projects simultaneously at various stages of development;
- (b) demonstrate the Firm's ability to deliver projects within a specified schedule;
- (c) contingency plan and ability of the Firm to sustain a loss of a key team member without compromising project quality, schedule or budget considerations.

_____ H. Proposed Approach For The Design Project Or Study (20 points)

City is interested in the team's organizational structure and work plan for accomplishing the work as described in the Scope of Work.

- (a) organization and structure of the project team including percentage of work proposed to be done by sub-consultants;
- (b) work plan indicating detailed approach for accomplishment of project, identified options, and proposed solutions;
- (c) approach to project management;
- (d) proposed project schedule should be supplied identifying the beginning and ending of each phase of the work proposed for this project.

_____ Total Points (Maximum 100)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Grant
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1302)

DOC ID: 1302 C

Consideration and ACTION to approve a Grant for the Regional Solid Waste Grants Program and appropriate budget amendment.

Several months ago the Council approved for us to applied for 2 trailers for recycling through a solid waste grant. We would use them for the City as well as the School District. We were not awarded at that time. Since then an entity has dropped out for various reasons and they are now offering the City a grant for \$24,000 to purchase the 2 recycling trailers. The trailers actually cost \$26,858.00. The City would have to add \$2,858.00 to complete the grant. If you recall we would save money from our agreement with Republic Services as they charge us \$0.99 per residential and small commercial account for recycling for a total of over \$1,600 per month. Their service is not consistent and is only one time a week on Tuesday mornings for 3 hours. We can cover the amount of \$2,858 the City has pay for the trailers in less than 2 months. We will develop a regular scheduled time for the recycling trailer to be available to the public so it is more convenient for our citizens. We will make it available at Memorial Park and Community Park. We will have an employee with the trailer when it is out in the public to assure folks put the correct items in the correct container. Any extra time required for this will be more than offset by the savings of over \$1,600 per month and the amount we receive from the recycling products. The school will use the trailers at different schools around the district. The trailer will be a 6 compartment trailer. We will start with 6 types of products for recycling; cardboard, newspaper, plastic #1 (water bottles), plastic #2 (jugs), aluminum and office paper/junk mail. It will take 2-3 months to get the trailers.

I recommend approval.

**Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE**

Contract Name: REGIONAL SOLID WASTE GRANTS PROGRAM		
Contract Number: 15-21-G06		
Performing Party: City of Los Fresnos		
Performing Party Identification Number:		
Maximum LRGVDC Obligation: \$ 24,000.00	Effective Date: March 01, 2015	Expiration Date: July 31, 2015
<p>The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.</p>		
Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	City of Los Fresnos
By (Authorized Signature):		
Printed Name:	Kenneth N. Jones, Jr.	Honorable Polo Narvaez
Title:	Executive Director	Mayor
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Mark W. Milum
Contact Numbers:	(956) 682-3841	(956) 233-5768
Finance Representative:	Crystal Balboa	Celina Gonzales

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

Contract Name: City of Los Fresnos

LRGVDC Contract Number: 15-21-06

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL Inter-Governmental Cooperative Reimbursement Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

3. **Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1. Cities.
- 3-2. Counties.
- 3-3. Public schools and school districts (does not include Universities or post secondary educational institutions).
- 3-4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5. Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4. **Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.
5. **Contract Documents:** The working documents, presented in order of preference, are:
- 5.1. This LRGVDC Grant Agreement.
 - 5.2. PERFORMING PARTY'S Budget Form (Attachment 1).
 - 5.3. Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

6. **Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1. The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2. Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. Budget Category Expense Records and Documentation. The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. Personnel/Salary. The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. Travel. PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. Supplies. Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. Equipment. Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. Contractual. Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. Other Expenses. All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement.

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

- 7-6-1-3. Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.
 - 7-6-1-4. Postage, telephone, FAX, and utilities expenses.
 - 7-6-1-5. Printing and reproduction expenses.
 - 7-6-1-6. Advertising and public notices.
 - 7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).
 - 7-6-1-8. Repair and maintenance costs.
 - 7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.
 - 7-6-1-10. Space and equipment rentals.
 - 7-6-1-11. Signs.
 - 7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.
 - 7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.
- 7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.
- 7-7. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

- 8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports. However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.
- 8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.
- 8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.
- 8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.
- 8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.
- 8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.
10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
 - 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.
 - 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
 - 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
 - 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
 - 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
 - 11-6. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.
 - 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
 - 11-8. In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
 - 11-9. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically

on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

- 15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code §363.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.
- 15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.
- 15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.
- 15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.
- 15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.
 - 15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.
 - 15-5-2. Title 30 TAC §330, Subchapter O, LRGVDC Rules.
 - 15-5-3. Title 30 TAC §14, LRGVDC Rules.
 - 15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
 - 15-5-5. Title 1 TAC §5.85-5.86, Governor's Office Regulations.
 - 15-5-6. General Appropriations Act, 81st Legislature.
 - 15-5-7. Pursuant to §391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

- 16-1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date

the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

- 16-2. Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1. "Include."** The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.

- 18-2. Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.

- 18-3. Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

- 19-2. UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

- 20-1. Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. Reimbursement Request Deadline.** A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit final requests for payment to LRGVDC prior to May 2015.
- 20-3. Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 20-5. Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

- 20-6. Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.
- 20-7. Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 22-2. State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or po

intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

- 26-2. Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3.** If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:
- 30-2.1.** Issue notice of nonconforming performance;
 - 30-2.2.** Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3.** Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4.** Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5.** Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6.** Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3.** Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.
- 30-4. Cumulative Remedies.** LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.
- 32-3. Application Indirect Cost Rate, Councils on Government.** A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year.

the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

- 34-1. Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.
- 34-3. Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5.** LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

PROJECT REPRESENTATIVES/RECORDS LOCATION**ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE**

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Director of Regional Planning
(Title)
Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Telephone No.: (956) 682-3481Facsimile No.: (956) 682-3295E-mail: moviedo@lrgvdc911.org**ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE**

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:
Celina Gonzales
(Name)
Finance Director
(Title)
200 N. Brazil
(Mailing Address)
Los Fresnos, Texas 78566
(City) (State) (Zip Code)

Telephone No.: (956) 233-5768Facsimile No.: (956) 233-9879E-mail: cgonzales@citylf.us

For Contractual Matters:
Honorable Polo Narvaez
(Name)
Mayor
(Title)
200 N. Brazil
(Mailing Address)
Los Fresnos, Texas 78566
(City) (State) (Zip Code)

Telephone No.: (956) 233-5768Facsimile No.: (956) 233-9879E-mail: pdenny@citylf.us**ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW**

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Mark W. Milum
(Name)
City Manager
(Title)
200 N. Brazil
(Mailing Address)
Los Fresnos, Texas 78566
(City) (State) (Zip Code)

Telephone No.: (956) 233-5768Facsimile No.: (956) 233-9879E-mail: mmilum@citylf.us

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i>	\$
Fringe Benefits	\$
Travel <i>List & itemize travel expenditures</i>	\$
Supplies <i>List & itemize detailed travel expenditures</i>	\$
Equipment 2 Recycling Trailers	\$ 24,000.00
Construction <i>List & itemize construction expenditures</i>	\$
Contractual <i>List & itemize contractual expenditures (other than construction)</i>	\$
Other	\$
Indirect Charges	\$

TOTAL FUNDING \$ 24,000.00

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

Attachment A:**Work Program of Tasks to be completed by PERFORMING PARTY**

GOAL: The PERFORMING PARTY will purchase two recycling trailers and implement a recycling program.

Objective 1: GO OUT FOR BIDS FOR TRAILERS

- 1) Task/Deliverable: The City of Los Fresno's will take the steps necessary to begin the process of purchasing the proper equipment needed while following the purchasing guidelines as outlined in our city's purchasing manual.
- 2) Task/Deliverable: City of Los Fresnos will purchase two recycling trailers.
- 3) Task/Deliverable: One trailer will be placed at the City of Los Fresnos City hall. The other trailer will be placed throughout the city school districts.
- 4) Task/Deliverable: The trailers will collect newspaper, cardboard, water bottles, jugs, aluminum and office paper. Brownsville Scrap Paper will be taking the recyclables collected.

Objective 2: REPORT ON PROGRESS AND RESULTS OF PROGRAM

- 1) Task/Deliverable: The Project Coordinator will measure and document the following: 1) amount (in tons) of brush/yard waste, glass metal, plastic, cardboard, newspaper, other paper, or C&D debris diverted; 2) document the number of months material collected; 3) average monthly diversion amount (in tons); 4) document total of persons served; 5) document total revenue from sale of diverted material; 6) average monthly revenue; 7) document total disposal costs avoided; 8) average monthly disposal cost avoided. The documented information should be included in the Pass-through Grant Summary Report and Results report forms. Financial documentation should also be included and submitted in the Summary of Pass-through Grant Expenditures and the Request for Reimbursement when necessary.

Completion Time Frame: Submit the Pass-Through Grant Summary Report and the Summary of Pass-Through Grant Expenditures on a quarterly, the last Friday of the month for the length of the contract period. Submit Results on a quarterly basis; through the end of the contract period.

- 2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

Completion Time Frame: Submit the end of contract report by July 31, 2015.

- 3) Task/Deliverable: The Project Coordinator will continue to collect results reports using the applicable forms as determined by the LRGVDC and submit Follow-up Reports after the contract period and as requested by the LRGVDC.
- 4) Task/Deliverable: City of Los Fresnos will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:**FY 2014/2015 Schedule of Major Deliverables for
Solid Waste Grants**

Deliverable	Due Date
1. Contract Term	March 01, 2015 through July 31, 2015
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	<p>Due Monthly</p> <p>March 2015 Due April 10, 2015 April 2015 – Due May 10, 2015 May 2015 – Due June 10, 2015 June 2015 – Due July 10, 2015 July 2015 – Due August 10, 2015 August 2015- Due September 10, 2015</p> <p>*Make sure you maintain reports after Contract is over because TCEQ will ask for follow-up reports throughout 2016. You may continue to submit reports to LRGVDC.</p>
4. Result Reports Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	<p>Due Quarterly</p> <p>June Quarterly Report –Due June 10, 2015 September Quarterly Results Report – Due September 10, 2015 December Quarterly Report – Due December 10, 2015 March Quarterly Report – Due March 10, 2016 June Quarterly Report –Due June 10, 2016 September Quarterly Results Report – Due September 10, 2016</p>
5. Follow Up Results Report	<p>Due Once a Year</p> <p>Results due to TCEQ – October 15, 2015 Follow up Results – September 15, 2016</p>
6. Reimbursements Please mail in original paper work on the reimbursements.	<p>As Necessary</p> <p>Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.</p>

Attachment: Solid Waste Grant (1302 : Grant for solid waste)

- Please keep in mind that it is the applicant's responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:Marcie Oviedo – Director of Regional Planning – (956) 682-3481 ext. 161 moviedo@lrgvdc911.orgLudy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.orgBrenda Salinas – Technician III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org



1.8.2.b

PO Box 427
 Alexandria, MN 56308
 Phone: 1-800-248-7761
 1-320-763-7550
 Fax: 1-320-763-7667
www.protainer.com

Proposal

Date: 3/4/2015

Purchase Order #:

BILL TO:			SHIP TO:	
City of Los Fresnos 200 N Brazil St Los Fresnos, TX 78566			City of Los Fresnos 200 N Brazil St Los Fresnos, TX 78566	
Sales Rep	Delivery	Buyer/Contact	Contact Phone #	Terms
Dick M		Celina Gonzelas	956-233-5768	30 days
*** APPROVAL OF ORDER ***				
I have examined the above information on equipment to be purchased from Pro-Tainer, Inc. and find this Information to be correct. This form must be signed and returned to Pro-Tainer, Inc. before production will begin on this equipment. Terms will be 20% down/ Net 30. <i>Quote valid for 30 days</i>				
Quantity	Item	Description	Unit Price	Total
2	PGT-16-6	16 cu yd gravity recycling trailers, 6 compartments delivered	\$13,429.00	\$26,858.00
2	Custom Wraps	Custom Trailer Wraps-Including Design Fee	Incl.	
		Color to be determined by customer		
Color: TBD	Miles:	Shipper:	Order Checked By:	SUB TOTAL
Sign Off:				TAX
Commission: %	To Dick M.			FREIGHT
Worksheet:	Sign Off Sheet:	Freight Cost:		TOTAL
Wrap: yes	Decals:	Cart Tipper:	Tarp-or-Tarper:	
Cardboard Slots: y	Back-Up Alarm:	Strobe Light:	Spare Tire:	

Attachment: Information on Recycling Trailer (1302 : Grant for solid waste)



Attachment: Information on Recycling Trailer (1302 : Grant for solid waste)



CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General BUDGET AMENDMENT # _____

DEPARTMENT: Solid Waste DATE POSTED: _____

[illegible]

Justification/Explanation for change:

Grant awarded to the City of Los Fesnos from the LRGVD Solid Waste Program.

	<u>Mark L. Milum</u>	<u>3/4/15</u>	Date
	Dept Head Requesting Change		
Approved:	<u>Mark L. Milum</u>	<u>3/4/15</u>	Date
	Mark Milum, City Manager		
	<u>C. C. Se</u>	<u>3-4-15</u>	Date
	Finance Dept		
	Polo Narvaez, Mayor		

CITY OF LOS FRESNOS BUDGET AMENDMENT





FUND: _____ General _____ BUDGET AMENDMENT # _____

DEPARTMENT: Solid Waste DATE POSTED: _____

[illegible]

Justification/Explanation for change:

Grant awarded to the City of Los Fesnos from the LRGVD Solid Waste Program.

Approved:		Dept Head Requesting Change		Date	3/4/15
		Mark Milum, City Manager		Date	3/4/15

<i>awgl</i>	Finance Dept
<i>3-4-15</i>	Date
Polo Narvaez, Mayor	Date

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1295)

DOC ID: 1295 A

**Consideration and ACTION to appoint two members to the
Los Fresnos Housing Authority.**

There is a vacant position that needs to be filled due to the death of Don Badeaux. His term expires on September 30, 2015.

Manuel Abrego is waiting for a replacement so he can step down. His term expires on September 30, 2015

The 2 individuals need to be a resident of the City. The meetings are held on the third Wednesday of the month at 7:00 p.m. The one position has been vacant for many months. It is extremely important to fill this position. Now with 2 vacancies it is critical.

A volunteer form is included for your use.

Citizen application for appointment to a City of Los Fresnos Board Seat

Please return to: City Secretary, 200 N. Brazil Street, Los Fresnos, TX 78566

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY

NAME _____
 (Last) (First) (MI)

HOME ADDRESS _____

MAILING ADDRESS _____

CITY _____ **ZIP** _____

HOME PHONE NUMBER: _____ **CELL NUMBER:** _____

E-MAIL ADDRESS: _____

EMPLOYER _____

OCCUPATION _____

BUSINESS ADDRESS _____

BUSINESS PHONE # _____

COMMITTEES OF INTEREST TO YOU

(List no more than 3 committees - please be specific)

1. _____
2. _____
3. _____

What education or special training do you have which you feel particularly fits you for the appointment to this position? (attach a resume or bio if relevant)

What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

Why are you interested in serving on this Committee? _____

Other Volunteer Commitments? _____

SIGNATURE OF APPLICANT

DATE

Attachment: Citizen Application for Appt to a Board (1295 : Appointment to Housing Authority)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

REVIEWED

ACTION ITEM (ID # 1296)

DOC ID: 1296 A

A. Wastewater Plant Expansion B. Raw Water Line Upgrade, filter Replacement, Sludge Removal System C. Development Projects - Paseo Pointe Apartments, Wal-Mart D. Los Fresnos Nature Park E. Hazardous Mitigation Plan F. CDBG Projects G. Park Master Plan H. TPW Trails Grant I. TPW Park Grant J. Certificates of Obligation

I will update these items in my regular bi-weekly report. Call with questions.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1297)

DOC ID: 1297 A

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

Call with questions.

CHECKLIST FOR GENERAL FUND				FEBRUARY 2014
	VENDOR NAME	Inv.Date	Amount	Description
27708	TX PUBLIC PURCHASING ASSOC	12/12/14	VOID	VOIDED CHECK-LOST IN THE MAIL
27871	AVILAS MOBILE HOME TRANSIT	01/29/15	\$ 2,000.00	2ND PAYMENT-MOVING OF TRAINING BUILDING
27872	ARTMEIO CARRETO HERNANDEZ	02/05/15	\$ 242.00	OVERPAYMENT ON TICKET-107110
27873	JUDITH NEWMAN	02/05/15	\$ 33.00	OVERPAYMENT ON TICKET-107154
27874	JULI TIJERINA	02/05/15	\$ 5.00	OVERPAYMENT ON TICKET-D0130473
27875	JULIE SALDANA-CORPUS	02/05/15	\$ 1.00	OVERPAYMENT ON TICKET-106952
27876	A&M AUTO SERVICE	01/30/15	\$ 111.85	REPAIR TIE ROD ENDS ON PD UNITS D-63
27877	A&V SUPERMARKET	VARIOUS	\$ 32.89	CLEANING SUPPLIES FOR CITY BUILDINGS/DOG FOOD-ANIM
27878	ALICIA LERMA	01/31/15	\$ 294.00	CLEANING CITY VEHICLES-POLICE DEPT/PARKS/HEALTH/S
27879	ANGEL RAFAEL HERNANDEZ	01/24/15	\$ 300.00	INSTALL LIGHT BARS ON PD GUARD SHACKS 1&2
27880	ARCHER BUSINESS SYSTEMS	01/17/15	\$ 51.30	COPIER METER READING-COURT
27881	AT&T	01/17/15	\$ 1,195.32	PHONE SVC-CITY HALL/PD/COURT/POOL/LIBRARY/EMS
27882	CELINA GONZALES	02/05/15	\$ 62.98	TRAVEL EXPENSE-CERTIFIED PUBLIC MANAGER COURSE 1
27883	CHRISTINE DELA ROSA	01/13/15	\$ 25.07	MILEAGE REIMBURSEMENT-UTHSC MEETING 1/13/15
27884	CUT-RATE BATTERIES	01/12/15	\$ 340.00	BATTERIES FOR POLICE DEPT PORTABLE RADIOS
27885	DELL COMPUTER	01/21/15	\$ 3,499.92	8 TABLETS FOR LIBRARY-EDGE II PROGRAM
27886	ENRIQUE JUAREZ	01/31/15	\$ 1,875.00	JAN 2015 ATTORNEY FEES
27887	FEDERAL EXPRESS	01/09/15	\$ 30.51	DELIVERY-TMRS PAYMENT
27888	FIRESTONE BFS RETAIL	01/27/15	\$ 234.72	NEW TIRES FOR PD UNIT C-31
27889	FRED PRYOR SEMINARS	01/23/15	\$ 99.50	TRAINING REWARDS PROGRAM-S.GARCIA
27890	GENE DANIELS	02/01/15	\$ 1,536.75	FEB 2015-JUDGE/PHONE STIPEND
27891	GERONIMO SHELTON	02/01/15	\$ 451.00	FEB 2015- FIRE MARSHAL
27892	GEXA ENERGY	01/22/15	\$ 2,186.89	ELEC-CITY HALL/PD/COURT/BOY&GIRLS CLUB
27892	GEXA ENERGY	01/01/15	\$ 8,403.68	ELEC-STREETLIGHTS/PARKS/LIBRARY
27893	LINK STAFFING	VARIOUS	\$ 2,700.94	CONTRACT LABOR-WKEND 1/11, 1/18, 1/25/15
27894	LOS FRESNOS CHAMBER OF COM	02/01/15	\$ 2,000.00	FEB 2015-SERVICE AGREEMENT
27895	LOS FRESNOS MEDICINE	01/07/15	\$ 35.00	DRUG TEST-D.RODRIGUEZ
27896	LOWER RGV DEVELOPMENT COUN	01/29/15	\$ 1,082.00	2015 MEMBERSHIP DUES
27896	LOWER RGV DEVELOPMENT COUN	01/28/15	\$ 71.60	PRO-RATE REGIONAL CONTRIB-COMMUNICATIONS FY 2015
27897	LUIS A RAMOS	01/31/15	\$ 4,614.50	CUSTOMER INSPECTIONS-JAN 2015
27898	MIDDLETON AIR	01/22/15	\$ 259.62	REPLACE A/C CONDENSOR FAN & CAPACITOR
27899	OFFICE DEPOT	12/15/15	\$ 213.36	OFFICE SUPPLIES-POLICE DEPT
27900	PETTY CASH	VARIOUS	\$ 13.66	KEY TAGS-POLICE DEPT/BUBBLE ENVELOPES-LIBRARY
27901	QUILL	01/14/15	\$ 119.99	4 FOLDING CHAIRS-COMMUNITY HEATH
27902	REGION STAFFING	VARIOUS	\$ 3,754.16	CONTRACT LABOR/CUSTODIAN WKEND 1/11, 1/18, 1/25, 2/1/15
27903	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
27904	STAPLES BUSINESS ADV	01/10/15	\$ 45.49	OFFICE SUPPLIES-BATTERIES/AIR DUSTER/FOLDERS/POS F
27905	STRIPES	VARIOUS	\$ 73.79	PRISNOR MEALS 12/18-1/4/15 SOFT DRINKS -CITY CHRISTMA
27906	TERMINIX	01/15/15	\$ 38.00	PEST CONTROL-ANIMAL SHELTER
27907	TEXAS FLEET FUEL	01/18/15	\$ 686.28	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
27908	TIME WARNER CABLE	01/27/15	\$ 70.49	INTERNET SERVICE-LIBRARY-E-RATE
27909	TEXAS DEPT OF AGRICULTURE	01/13/15	\$ 12.00	MOSQUITO SPRAYING LICENSE RENEWAL FEE
27910	TYLER TECHNOLOGIES	02/01/15	\$ 462.02	FIXED ASSETS 3/1/15-2/29/16
27911	UNIVERSITY OF TEXAS PAN AM	02/05/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE-TRACK #2
27912	US BANK EQUIP	01/14/15	\$ 175.00	COPIER LEASE-LIBRARY
27913	VEAE SERVICES	01/22/15	\$ 325.00	REMOVAL OF VIRUS & SANITIZING
27914	AVILAS MOBILE HOME TRANSIT	02/05/15	\$ 2,000.00	3RD PAYMENT-MOVING OF TRAINING BUILDING
27915	TX PUBLIC PURCHASING ASSOC	12/12/14	\$ 75.00	REISSUE- 2015-MEMBERSHIP RENEWAL
27916	AVILAS MOBILE HOME TRANSIT	02/11/15	\$ 2,000.00	4TH PAYMENT-MOVING OF TRAINING BUILDING
27917	CITY OF L.F. PAYROLL ACCT	02/12/15	\$ 66,401.46	DUE TO PAYROLL #10 2/13/15
27918	MICHELLE ALVAREZ	02/20/15	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 2/8/15
27919	A&M AUTOMOTIVE	VARIOUS	\$ 421.28	REPAIRS TO PD UNITS-F-93/D-65 OIL CHANGES F-51/F-52
27919	A&M AUTOMOTIVE	02/09/15	\$ 295.22	REPAIR STRUTS -PD UNIT D-65
27919	A&M AUTOMOTIVE	01/21/15	\$ 759.64	REPAIR REAR AXLE-PD UNIT F-92
27920	A&M AUTOMOTIVE	VARIOUS	VOID	VOIDED CHECK-CONTINUED
27921	ALEXANDER BUSINESS DEV	02/17/15	\$ 6,000.00	NATURE PARK/HIKE & BIKE TRAILS-GRANT
27922	ALLIED WASTE SERVICE	01/22/15	\$ 190.00	1-ROLL OFF-DRY RUN-TIRES
27922	ALLIED WASTE SERVICE	01/31/15	\$ 39,153.66	RE:SOLID WASTE & BRUSH COLLECTION
27923	ANGEL RAFAEL HERNANDEZ	01/29/15	\$ 100.00	REMOVE RADIO FROM D-65 INSTALL ON F-71 REPAIR OVERHE
27924	APPLIED CONCEPTS	12/01/14	\$ 4,500.00	POLICE DEPT RADAR EQUIPMENT
27925	ARCHER BUSINESS SYSTEM	01/31/15	\$ 531.83	COPIER METER READING-CITY HALL/COL

Packet Pg. 82

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2015

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,009,320	82,092.90	939,579.91	0.00	69,740.09	93.09
30-NONPROPERTY TAXES	901,382	88,436.25	403,200.44	0.00	498,181.56	44.73
07-POLICE	477,170	39,142.32	156,832.93	0.00	320,337.07	32.87
10-HEALTH	4,800	435.00	1,754.00	0.00	3,046.00	36.54
12-GARBAGE	103,500	51,970.01	83,518.73	0.00	19,981.27	80.69
15-PARKS	53,000	0.00	30,351.28	0.00	22,648.72	57.27
16-LIBRARY	14,600	1,415.44	6,118.89	0.00	8,481.11	41.91
44-Misc Revenue	17,400	81.31	2,231.41	0.00	15,168.59	12.82
90-REIMBURSABLES	244,922	0.00	25,704.43	0.00	219,217.57	10.49
TOTAL REVENUES	2,826,094	263,573.23	1,649,292.02	0.00	1,176,801.98	58.36
<u>EXPENDITURE SUMMARY</u>						
02-ADMINISTRATION	276,231	10,138.49	90,968.55	1,714.22	183,548.23	33.55
03-MUNICIPAL COURT	189,121	13,153.73	77,797.33	996.86	110,326.81	41.66
04-TAX ASSESSOR COLLECTOR	23,855	763.56	12,581.79	0.00	11,273.21	52.74
06-ELECTIONS	1,100	0.00	0.00	0.00	1,100.00	0.00
07-POLICE	1,271,423	90,152.48	584,221.31	21,898.22	665,303.47	47.67
08-FIRE	57,622	451.00	24,292.52	0.00	33,329.48	42.16
09-ENGINEERING	3,000	0.00	15,078.14	0.00	12,078.14	502.60
10-HEALTH	81,341	4,519.07	35,213.31	1,317.49	44,810.20	44.91
11-EMERGENCY MEDICAL SERV	126,300	0.00	45,679.60	0.00	80,620.40	36.17
12-GARBAGE	2,000	0.00	0.00	0.00	2,000.00	0.00
13-STORM WATER	11,225	0.00	125.00	0.00	11,100.00	1.11
14-STREETS	179,493	1,133.20	74,358.23	0.00	105,134.77	41.43
15-PARKS	182,679	7,225.02	60,704.49	1,000.00	120,974.51	33.78
16-LIBRARY	199,082	8,468.66	51,757.65	1,990.76	145,333.59	27.00
17-COMMUNITY CENTER	7,745	229.97	2,767.97	0.00	4,977.03	35.74
18-EMERGENCY MANAGEMENT	25,250	112.41	13,864.84	527.47	10,857.69	57.00
19-ALL DEPARTMENT EXPENS	13,700	0.00	4,017.13	0.00	9,682.87	29.32
21-CITY PROMOTION	4,500	0.00	1,500.00	0.00	3,000.00	33.33
23-DSRIP-COMMUNITY HEALT	83,535	3,280.23	18,793.84	107.47	64,633.69	22.63
24-MENTAL TASK FORCE PRO	55,940	4,907.60	20,721.75	0.00	35,218.25	37.04
28-INFORMATION TECHNOLOG	30,922	989.48	9,328.57	1,773.67	19,819.76	35.90
TOTAL EXPENDITURES	2,826,064	145,524.90	1,143,772.02	31,326.16	1,650,965.82	41.58
REVENUE OVER/(UNDER) EXPENDITURES	30	118,048.33	505,520.00	(31,326.16)	(474,163.84)	646.13

CHECKLIST FOR WATER & SEWER				FEBRUARY 2014
CK #	VENDOR NAME	Inv.Date	Amount	Description
144988	A&V LOPEZ SUPERMARKET	VARIOUS	\$ 123.00	WATER/ICE-WATER/SEWER TESTING-SUPPLIES
144989	AGUAWORKS	01/05/15	\$ 1,110.09	2" OMNI WATER METER/2' METER FLAG SET
144990	ALICIA LERMA	01/31/15	\$ 141.00	CLEANING OF W/S VEHICLES
144991	ANA-LAB	01/20/15	\$ 99.00	WATER TESTING-JANUARY 2015
144992	AT&T	01/17/15	\$ 1,059.81	PHONE SERVICE- WATER/SEWER
144993	CELINA GONZALES	02/05/15	\$ 62.98	TRAVEL EXPENSE-CERTIFIED PUBLIC MANAGER COURSE
144994	DPC INDUSTRIES	01/09/15	\$ 3,734.49	CHEMICALS-CHLORINE, SULFUR DIOXIDE
144995	FEDERAL EXPRESS	01/15/15	\$ 77.49	DELIVERY-W.JEFFREY KUHN-CERTIFICATES OF OBLIGATION
144996	FRED PRYOR SEMINARS	01/23/15	\$ 99.50	TRAINING REWARDS PROGRAM-S.GARCIA
144997	GEXA ENERGY	01/22/15	\$ 13,548.60	ELEC-FLOODLIGHTS/SVC CENTER/WTP/LS/SEWER/WATER
144998	HECTOR'S MUFFLER	02/02/15	\$ 307.96	FRONT BREAK CALIPERS/CALIPER HOSES- WS-063
144999	INTEGRITY TESTING	01/30/15	\$ 776.00	JAN 2015 SEWER TESTING
145000	LUIS MASCORRO	01/22/15	\$ 815.00	REPLACED METER/WIRE AT LS#8-ELECTRICAL SHORT
145001	ODESSA PUMPS	01/16/15	\$ 2,430.00	UNIT#5369 RENTAL-SLUDGE REMOVAL-12/15-1/12/15
145002	PRAXAIR DISTRIBUTION	01/20/15	\$ 248.20	CHEMICAL CYLINDER RENTAL
145003	R&R REMODELING	01/14/15	\$ 1,164.16	REPAIRS TO CEILINGS AT WAREHOUSE-OFFICE, SHOP, R
145004	STAPLES BUSINESS ADV	01/10/15	\$ 45.49	OFFICE SUPPLIES-BATTERIES/AIR DUSTER/FOLDERS/POS
145005	TEXAS FLEET FUEL	01/18/15	\$ 129.13	FUEL FOR WATER/SEWER VEHICLES
145006	TOWN OF INDIAN LAKE	VARIOUS	\$ 4,210.64	SOUTHMOST WATER-OCT / NOV / DEC / JAN
145007	UNIVERSITY OF TEXAS PAN AM	02/05/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE-TRACK #2
145008	ZEPEDA SPRINKLERS	01/27/15	\$ 413.00	BACKFLOW TESTS ON EDAP LS #2 - #8
CHECKS 145009-145017				UTILITY DEPOSIT REFUND CHECKS
145018	SAN JOSE CONSTRUCTION	02/04/15	\$ 2,380.00	RAISE MANHOLE-S. SIDE OF HENDERSON RD/TEXOMA
145019	CITY OF L.F. PAYROLL ACCT	02/12/15	\$ 30,118.08	DUE TO PAYROLL #10 2/13/15
145020	US POSTMASTER	02/17/15	\$ 164.22	POSTAGE-LATE NOTICE WATER BILLS
145021	AGUA WORKS	02/02/15	\$ 98.00	FITTINGS FOR BYPASS-HENDERSON RD LIFT STATION
145021	AGUAWORKS	01/23/15	\$ 251.49	MATERIALS FOR BYPASS CONNECTION FOR LIFT STATION
145022	BRENNTAG	02/02/15	\$ 420.00	55 GALS-POLIMER USED AS A FILTER AID
145023	CCID #6	01/31/15	\$ 1,199.57	JAN 2015-RAW WATER
145024	CINTAS CORPORATION	VARIOUS	\$ 644.44	CLEANING OF W/S UNIFORMS
145025	DEPARTMENT STATE HEALTH	02/02/15	\$ 52.92	WATER TESTING-JANUARY 2015
145026	FEDERAL EXPRESS	VARIOUS	\$ 169.49	DELIVERY-SAM WALTON-WATER APPLICATION/NORTON R
145027	PROFESSIONAL PRINTING	01/26/15	\$ 75.00	PRINTED WINDOW ENVELOPES
145027	PROFESSIONAL PRINTING	02/10/15	\$ 222.50	PRINTED RECEIPT BOOKS-ENVELOPES
145028	PURCHASE POWER	12/31/14	\$ 26.84	DEC 2014-POSTAGE
145029	QUICK LUBE	02/03/15	\$ 42.00	OIL CHANGES FOR WATER/SEWER VEHICLES
145030	R&R REMODELING	01/24/15	\$ 492.25	INSTALLATION OF FENCE IN RAW WATER LINE METER PA
145031	STAPLES BUSINESS ADVANT	01/31/15	\$ 198.91	OFFICE SUPPLIES-FILING CABINET/CARD STOCK/MARKER
145031	STAPLES BUSINESS ADVANT	01/17/15	\$ 184.28	OFFICE SUPPLIES-TAX FORMS/COPY PAPER/PENS PRINTI
145032	TEXAS FLEET FUEL	VARIOUS	\$ 686.57	FUEL FOR WATER/SEWER VEHICLES
145033	TIME WARNER CABLE	02/01/15	\$ 73.56	INTERNET SVC-WATER/SEWER DEPT
145034	ZARSKY LUMBER	01/27/15	\$ 438.74	JAN 2015-SUPPLIES FOR MAINTENANCE
145035	ZARSKY LUMBER	01/27/15	VOID	VOIDED CHECK-CONTINUED
145036	US POSTMASTER	02/25/15	\$ 529.82	POSTAGE-FIRST NOTICE WATER BILLS
145037	CITY OF L.F. PAYROLL ACCT	02/25/15	\$ 29,377.62	DUE TO PAYROLL #11 2/27/15
TOTAL			\$ 98,739.34	
UTILITY DEPOSIT REFUND CHECK				
145009	FIRMATURE, ROBERT	02/05/15	\$ 42.88	ACCT #01-01400-01 UTILITY DEPOSIT REFUND
145010	G&T PAVING, LLC	01/09/15	\$ 150.00	ACCT #01-14110-00 UTILITY DEPOSIT REFUND
145011	CEPEDA, VERONICA G	01/09/15	\$ 39.80	ACCT #02-11100-05 UTILITY DEPOSIT REFUND
145012	GALAXY BUILDERS LIMITED	01/09/15	\$ 150.00	ACCT #02-21301-00 UTILITY DEPOSIT REFUND
145013	BARRON-GARCIA, ALFREDO	01/09/15	\$ 93.84	ACCT #03-06135-05 UTILITY DEPOSIT REFUND
145014	GONZALES, JEANETTE	01/09/15	\$ 18.13	ACCT #03-20354-01 UTILITY DEPOSIT REFUND
145015	VALLADARES, MIGUEL	01/09/15	\$ 13.63	ACCT #03-23900-09 UTILITY DEPOSIT REFUND
145016	PURATA, MARIA	01/09/15	\$ 130.69	ACCT #03-26920-02 UTILITY DEPOSIT REFUND
145017	TEXAS R HOMES	01/09/15	\$ 114.63	ACCT #03-28214-00 UTILITY DEPOSIT REFUND
TOTAL			\$ 753.60	

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2015

05 - UTILITY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,154,000	145,158.76	811,497.13	0.00	1,342,502.87	37.67
TOTAL REVENUES	2,154,000	145,158.76	811,497.13	0.00	1,342,502.87	37.67
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	479,767	29,928.40	164,438.45	637.59	314,690.96	34.41
05-INFORMATION TECHNOLOG	15,230	494.73	18,972.40	526.37	(4,268.77)	128.03
26-WATER SUPPLIES	96,100	701.12	41,078.74	9,680.30	45,340.96	52.82
27-MAINTENANCE OF WATER S	8,000	0.00	15,917.05	0.00	(7,917.05)	198.96
28-MAINTENANCE OF WATER E	39,600	174.98	11,322.33	380.82	27,896.85	29.55
29-WATER PURCHASES	44,022	0.00	10,069.48	0.00	33,952.52	22.87
30-WATER MISCELLANEOUS EX	366,085	0.00	112,280.25	0.00	253,804.75	30.67
20-CAPITAL OUTLAY	61,000	0.00	4,914.25	357.16	55,728.59	8.64
32-WATER BONDED INDEBTEDN	262,331	0.00	74,961.73	0.00	187,369.27	28.58
34-SEWER ADMINISTRATION	603,338	30,188.40	223,347.43	1,012.56	378,978.01	37.19
35-INFORMATION TECHNOLOG	15,230	494.74	4,473.82	581.99	10,174.19	33.20
36-SEWER SUPPLIES	69,000	228.20	21,789.80	3,013.28	44,196.92	35.95
37-MAINTENANCE OF SEWER S	7,000	0.00	767.42	145.90	6,086.68	13.05
38-MAINTENANCE OF SEWER E	57,500	2,652.98	17,322.84	181.00	39,996.16	30.44
39-SEWER MISC. EXPENSES	293,500	0.00	15,772.74	0.00	277,727.26	5.37
41-SEWER BONDED INDEBTEDN	61,478	0.00	8,189.25	0.00	53,288.75	13.32
52-TRANSFER OUT	75,000	79,987.35	154,987.35	0.00	(79,987.35)	206.65
TOTAL EXPENDITURES	2,554,181	144,850.90	900,605.33	16,516.97	1,637,058.70	35.91
REVENUE OVER/(UNDER) EXPENDITURES	(400,181)	307.86	(89,108.20)	(16,516.97)	(294,555.83)	26.39

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CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2015

09 -COMMUNITY DEVELOPMENT COR
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	205,150	18,040.10	91,314.16	0.00	113,835.84	44.51
TOTAL REVENUES	205,150	18,040.10	91,314.16	0.00	113,835.84	44.51
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	205,150	1,351.20	31,634.15	2,500.00	171,015.85	16.64
TOTAL EXPENDITURES	205,150	1,351.20	31,634.15	2,500.00	171,015.85	16.64
	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	0	16,688.90	59,680.01 (2,500.00) (57,180.01)	0.00
	=====	=====	=====	=====	=====	=====

**CITY OF LOS FRESNOS
SALES TAXES**

	2010-11	% INCREASE	2011-12	% INCREASE	2012-13	% INCREASE	2013-14	% INCREASE	2014-15	% INCREASE
OCTOBER	32,175	3%	36,525	14%	38,798	6%	41,552	7%	55,747	34%
NOVEMBER	32,181	2%	36,939	15%	38,036	3%	37,995	0%	64,753	70%
DECEMBER	29,606	0%	31,718	7%	34,573	9%	40,110	16%	60,284	50%
JANUARY	24,468	-4%	33,812	38%	30,649	-9%	40,988	34%	38,870	-5%
FEBRUARY	33,117	15%	35,763	8%	35,241	-1%	51,097	45%	54,120	6%
MARCH	28,002	17%	32,503	16%	30,807	-5%	41,484	35%		
APRIL	28,209	14%	33,562	19%	34,416	3%	44,921	31%		
MAY	38,625	9%	44,367	15%	44,112	-1%	51,179	16%		
JUNE	28,533	-3%	37,250	31%	35,697	-4%	41,688	17%		
JULY	28,790	5%	36,328	26%	38,062	5%	46,182	21%		
AUGUST	37,216	20%	37,923	2%	40,426	7%	48,107	19%		
SEPTEMBER	31,119	7%	36,287	17%	41,527	14%	47,769	15%		
ADJUSTMENT										
TOTAL SALES TAX	\$ 372,042	7%	\$ 432,978	16.4%	\$ 442,346	2.2%	\$ 533,072	21.7%	\$ 273,774	29.3%

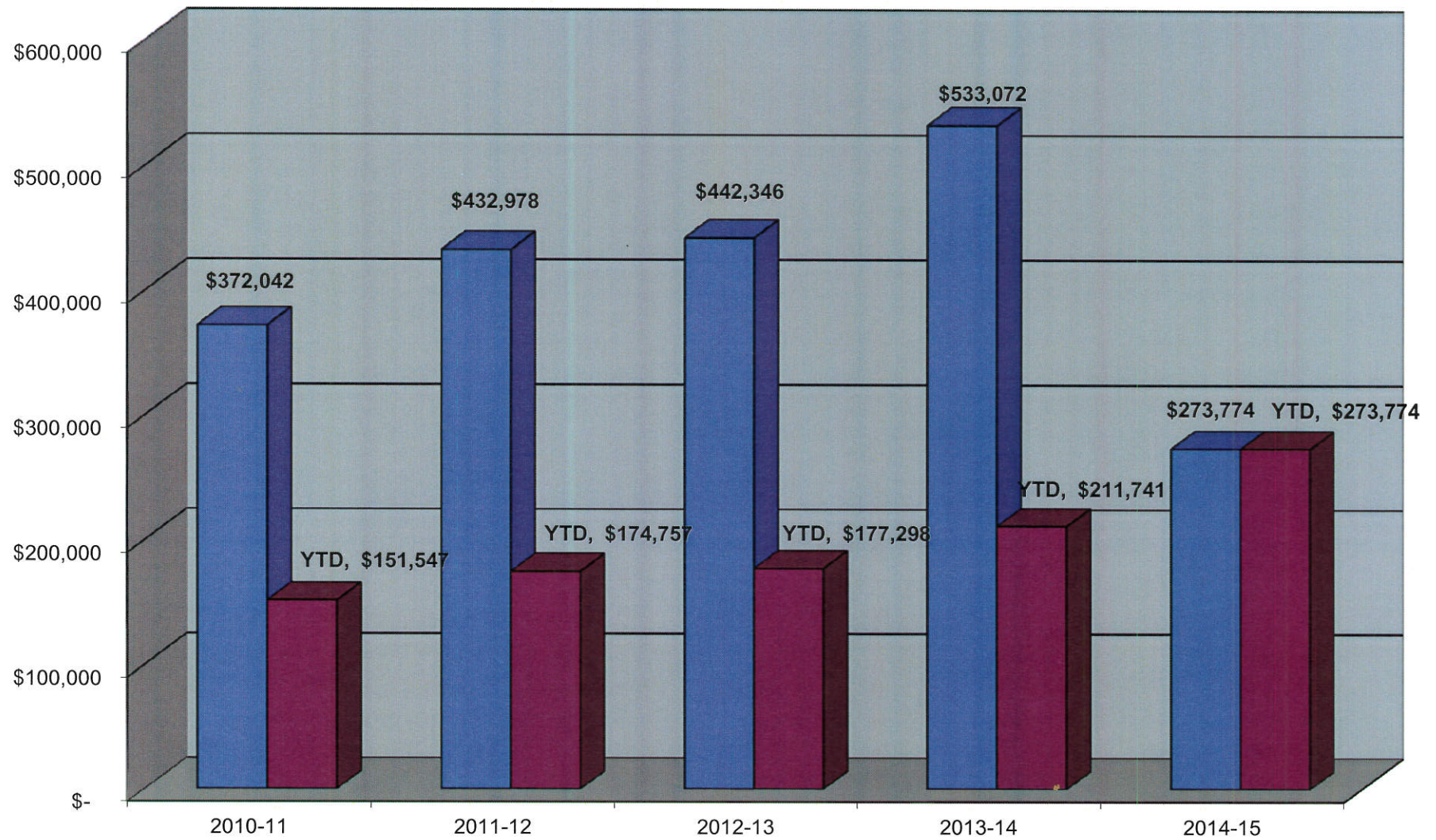
**CITY OF LOS FRESNOS
CDC SALES TAXES**

	2010-11	% INCREASE	2011-12	% INCREASE	2012-13	% INCREASE	2013-14	% INCREASE	2014-15	% INCREASE
OCTOBER	10,725	3%	12,175	14%	12,933	6%	13,851	7%	18,582	34%
NOVEMBER	10,727	2%	12,313	15%	12,679	3%	12,665	0%	21,584	70%
DECEMBER	9,869	0%	10,573	7%	11,524	9%	13,370	16%	20,095	50%
JANUARY	8,156	-4%	11,271	38%	10,216	-9%	13,663	34%	12,957	-5%
FEBRUARY	11,039	15%	11,921	8%	11,747	-1%	17,032	45%	18,040	6%
MARCH	9,334	17%	10,834	16%	10,269	-5%	13,828	35%		
APRIL	9,403	14%	11,187	19%	11,472	3%	14,974	31%		
MAY	12,875	9%	14,789	15%	14,704	-1%	17,060	16%		
JUNE	9,511	-3%	12,417	31%	11,899	-4%	13,896	17%		
JULY	9,597	5%	12,109	26%	12,687	5%	15,394	21%		
AUGUST	12,405	20%	12,641	2%	13,475	7%	16,036	19%		
SEPTEMBER	10,373	7%	12,096	17%	13,842	14%	15,923	15%		
ADJUSTMENT										
TOTAL SALES TAX	\$ 124,014	7%	\$ 144,326	16.4%	\$ 147,449	2.2%	\$ 177,691	21.7%	\$ 91,258	29.3%

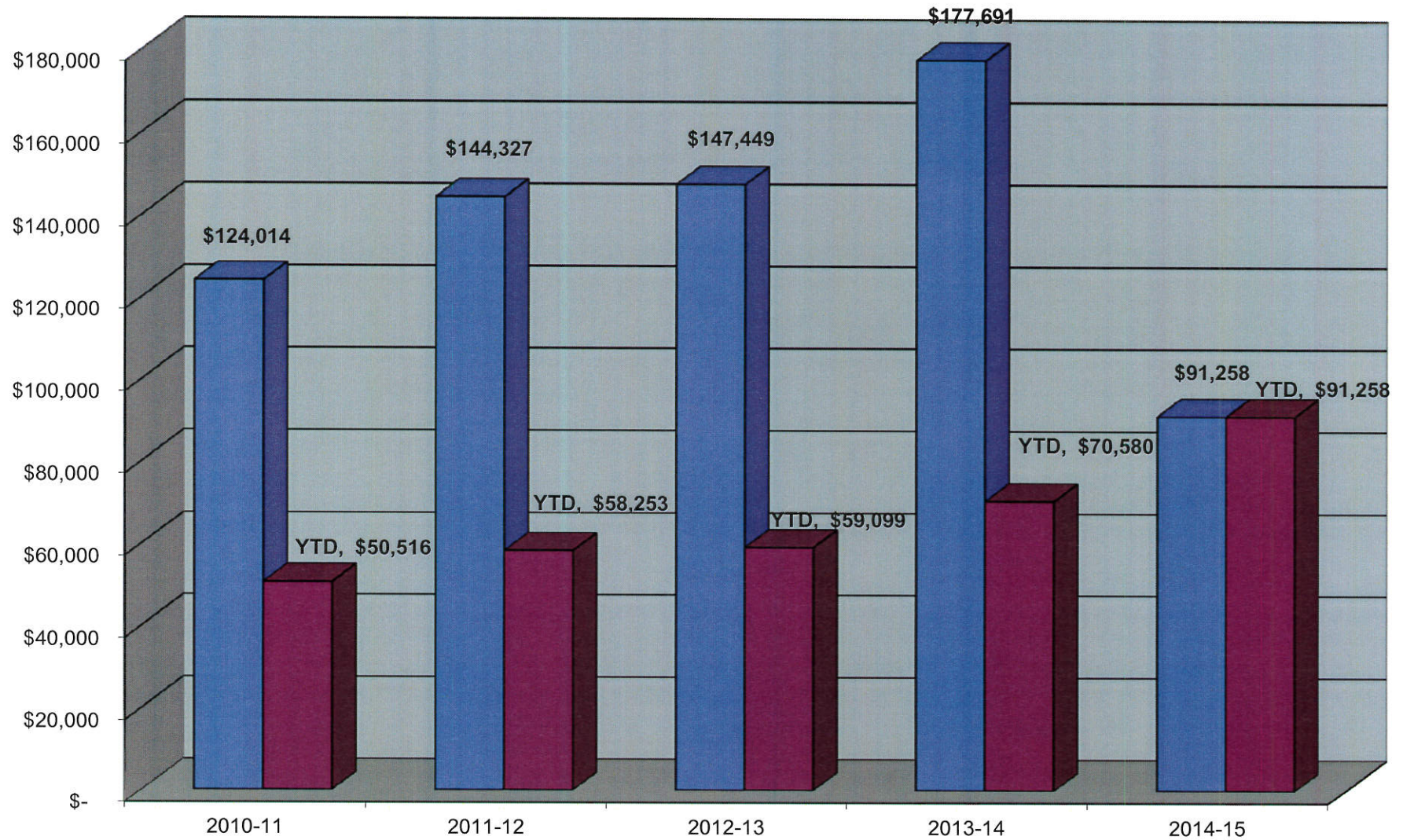
**CITY OF LOS FRESNOS
TOTAL CITY SALES TAXES**

	2010-11	% INCREASE	2011-12	% INCREASE	2012-13	% INCREASE	2013-14	% INCREASE	2014-15	% INCREASE
OCTOBER	42,901	3%	48,700	14%	51,731	6%	55,403	7%	74,329	34%
NOVEMBER	42,908	2%	49,253	15%	50,715	3%	50,660	0%	86,337	70%
DECEMBER	39,475	0%	42,290	7%	46,098	9%	53,479	16%	80,378	50%
JANUARY	32,624	-4%	45,083	38%	40,865	-9%	54,651	34%	51,827	-5%
FEBRUARY	44,155	15%	47,685	8%	46,987	-1%	68,129	45%	72,160	6%
MARCH	37,336	17%	43,338	16%	41,076	-5%	55,311	35%	-	
APRIL	37,612	14%	44,749	19%	45,888	3%	59,895	31%	-	
MAY	51,501	9%	59,156	15%	58,816	-1%	68,239	16%	-	
JUNE	38,044	-3%	49,666	31%	47,596	-4%	55,584	17%	-	
JULY	38,387	5%	48,437	26%	50,749	5%	61,576	21%	-	
AUGUST	49,622	20%	50,565	2%	53,902	7%	64,143	19%	-	
SEPTEMBER	41,492	7%	48,383	17%	55,370	14%	63,693	15%	-	
ADJUSTMENT										
TOTAL SALES TAX	\$ 496,056	7%	\$ 577,304	16.4%	\$ 589,794	2.2%	\$ 710,762	21.7%	\$ 365,031	29.3%

ANNUAL GENERAL FUND SALES TAX REVENUE



ANNUAL CDC FUND SALES TAX REVENUE



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1298)

DOC ID: 1298 A

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

Call with questions.

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

Activity for the month of February 2015

Water treatment plant

Total Output: 13,070,000
Daily Average: 466,785
% of Capacity: 46.6%

Wastewater Treatment Plant

Total Output: 15,768,000
Daily Average: 563,179
% of Capacity: 56.3%

**CITY OF LOS FRESNOS
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT FOR THE MONTH OF FEBRUARY 2015**

CALLS FOR SERVICE	MONTH	YEAR TO DATE	OTHER
Other: Code Enforcement	5	17	
Unstop Sewer	4	9	
Repair Leak	0	0	
Change Meter	8	14	
Water Taps	3	8	
Sewer Taps	9	13	
Service Check for Water Leak at Account	11	23	
Service Connects/Disconnects	93	323	
Street Repairs	0	0	
Pot hole Repairs	130	180	
Drainage Complaint	1	1	
Street Sign Replacement	0	0	
Call for Sewer Stoppage	9	19	
City Sewer Lines Unstopped	4	9	
Tons of Asphalt Used	6.48 TONS	8.08 TONS	
Tons of Gravel Used	10 TONS	12 TONS	
Fire Hydrants Flushed And Oiled	6	6	
Fire Hydrants Repaired	0	0	
Valves Repaired	1	1	
Manholes Cleaned or Repaired	5	15	



Carlos Salazar, Public Works Director

Attachment: February Public Works Report [Revision 1] (1298 : Public Works Report)

**CITY OF LOS FRESNOS
BUILDING PERMITS ISSUED**

MONTH & YEAR February, 2015

	BUILDING PERMITS		PLUMBING PERMITS		ELECTRICAL PERMITS		MECHANICAL PERMITS		MOVING PERMITS		MONTH	YEAR TO DATE
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	VALUATION	VALUATION
SINGLE FAMILY	3	8	2	6	2	7	1	1			\$295,400.00	\$688,400.00
DUPLEXES/APARTMENTS												
HOTEL/MOTEL / BANK												
OFFICES/ STORAGE					1	1						
STORES/RESTAURANTS					1	1						
PUD DEVELOPMENT												
SIGNS	3	4									\$554.99	\$8,154.99
CHURCHES/OTHER BUILDINGS												
FENCE/DRIVEWAY/REROOF	1	4									\$540.00	\$11,940.00
SWIMMING POOLS	1	1									\$25,000.00	\$25,000.00
RESIDENTIAL ADD/REMODEL	2	6									\$6,700.00	\$12,600.00
COMMERCIAL ADD/REMODEL	1	1									\$4,500.00	\$4,500.00
STORAGE/GARAGES/CARPORTS	2	4									\$6,747.65	\$20,824.73
IRRIGATION			1	2								
TOTALS	13	28	3	8	4	9	1	1	0	0	\$339,442.64	\$771,419.72

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1299)

DOC ID: 1299 A

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

Call with questions.

LOS FRESNOS POLICE DEPARTMENT

Accident - By Street & Intersection

02/01/2015 10:48:57 AM

thru 02/28/2015 10:48:57 AM

Agency is: LOS FRESNOS POLICE DEPARTMENT

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
1ST & BRAZIL	1	0	0	0
ARROYO & ALVAREZ	1	0	2	0
ARROYO & CANAL	1	0	2	1
ARROYO & OCEAN	1	0	2	0
ARROYO & WHIPPLE	1	0	0	0
FM 1575 & HARVEY ESCALANTE	1	0	0	0
OCEAN	1	0	0	0
OCEAN & 3RD	1	0	0	0
OCEAN & ARROYO	2	0	4	0
Total	10	0	10	1

Attachment: February Police Report (1299 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

02/01/2015 10:51:25 AM
thru 02/28/2015 10:51:25 AM
Agency is: LOS FRESNOS POLICE DEPARTMENT

Violation	# of Offenses
ARREST WITHOUT WARRANT	1
ASSAULT	3
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	7
EXECUTION OF CAPIAS OR ARREST WARRANT	9
NO DRIVER'S LICENSE	16
PROH WEAPON SWITCHBLADE/KNUCKLES	1
PUBLIC INTOXICATION	3
TERRORISTIC THREAT 13a	1
THEFT	1
UNKNOWN	1
Total Violations	43
Total Arrests	37

Attachment: February Police Report (1299 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Calls - By Type

02/01/2015 10:52:14 AM
thru 02/28/2015 10:52:14 AM

Type	Description	# Of Calls
178	ABANDONED VEHICLES - ORDINANCE 454	2
86	ACCIDENT - MOTOR VEHICLE	10
5	ALARM BUSINESS	34
177	ALARMS - ORDINANCE 453	1
7	ANIMAL BITE	2
167	ANIMAL CONTROL - ORDINANCE 410 OR 410-1	29
11	ASSAULT	1
10	ASSIST OTHER AGENCY	1
26	CIVIL MATTER	11
30	CRIMINAL MISCHIEF	2
34	DAMAGED PROPERTY	1
35	DISORDERLY CONDUCT	1
169	EMS & NON-EMERGENCY MEDICAL TRANSPORT TO RESIDENTS - ORDINANCE 412	18
50	EMS CALL	116
54	FAMILY VIOLENCE (ASSAULT)	2
57	FIRE ALARM	4
65	GRAFITTI	1
66	GRASS FIRE	3
67	HARASSMENT	1
72	IDENTITY THEFT	1
135	ILLEGAL DUMPING	1
74	INFORMATION	110
153	LIVESTOCK AND FOWL - ORDINANCE 265	1
81	LOOSE DOMESTIC ANIMAL	4
80	LOOSE LIVESTOCK	1
82	LOST PROPERTY (CELL PHONE, PURSE, ETC)	5
173	LOUD NOISE - ORDINANCE 420	6
138	MOTORIST ASSIST	1
106	NOISE DISTURBANCE	2
92	OPEN DOOR/OPEN WINDOW	6
93	PARKING REGULATIONS	1
180	PATROL BY	1
136	STALLED VEHICLE	3
120	SUSPICIOUS NOISES	2
119	SUSPICIOUS PERSON/VEHICLES	7
123	THEFT	13
125	TRAFFIC STOP	479
97	UNCLAIMED PROPERTY	1
128	VERBAL DISTURBANCE	1
132	WAVE DOWN	1
142	WEEDED OR RUBBISH LOT - ORDINANCE 123-A	14
133	WELFARE CONCERN	7
Total		908

Attachment: February Police Report (1299 : Police Department Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1300)

DOC ID: 1300 A

Municipal Court Report 1. Monthly Report

Call with questions.

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Los Fresnos</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
FOR MONTH <u>Feb</u> YEAR <u>2015</u>		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		<u>322</u>		<u>27</u>	<u>1</u>
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)		<u>181</u>		<u>14</u>	
C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)		<u>145</u>	<u>1</u>	<u>19</u>	
3. Dispositions at Trial:					
A. Trial by Judge					
(1) Finding of Guilty		<u>62</u>		<u>4</u>	<u>1</u>
(2) Finding of Not Guilty					
B. Trial by Jury					
(1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial		<u>4</u>			
4. Cases Dismissed:					
A. After Driver Safety Course (C.C.P., Art. 45.0511)		<u>10</u>			
B. After Deferred Disposition (C.C.P., Art. 45.051)		<u>11</u>			
C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		<u>7</u>			
D. Compliance Dismissal (Proof of Inspection, License, or Registration)		<u>121</u>			
5. Community Service Ordered (For satisfaction of fine or costs only.)					
6. Cases Appealed					
7. Juvenile / Minor Activity:				8. Parent Contributing to Nonattendance Cases Filed (Education Code, Sec. 25.093)	
A. Transportation Code Cases Filed		<u>1</u>			
B. Non-Driving Alcoholic Beverage Code Cases Filed				9. Safety Responsibility and Driver's License Suspension Hearings Held	
C. Driving Under the Influence of Alcohol Cases Filed				10. Search Warrants Issued (Do not include warrants for arrest.)	
D. Health & Safety Code (Tobacco) Cases Filed				11. Arrest Warrants Issued:	
E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094)				A. Class C Misdemeanors Only	
F. Education Code (Except Failure to Attend) Cases Filed				<u>120</u>	
G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govt. Code, Sec. 341.905)				B. Felonies and Class A and B Misdemeanors Only	
H. All Other Non-Traffic Fine-Only Cases Filed					
I. Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))				12. Magistrate Warnings Given: (Given to defendants charged with county or district court offense.)	
J. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))				A. Class A and B Misdemeanors Only	
K. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))				<u>2</u>	
B. Felonies					
Magistrate Warnings Given (Juvenile):				13. Emergency Mental Health Hearings Held	
L. Warnings Administered				14. Magistrate's Orders for Emergency Protection	
M. Statements Certified				15. Total Revenue \$ <u>77657.22</u>	
(Include all revenue collected during month to be remitted to city or state.)					

Attachment: February Municipal Court Report (1300 : Municipal Court Report)

Citation No.	Docket No.	Violator	TOTAL FOR REPORT			
Code	Payments	Refunds	Net	G/L	Acct No.	
FINE C 342	18,954.63	5	301.70-	18,652.93	01 407-0240	
CCC04 S 350	13,090.70	0		13,090.70	01 2512	
TECH ct 336	1,332.00	0		1,332.00	01 407-0241	
MCBS 812 337	1,009.00	0		1,009.00	01 407-0270	
WRNTFEC 204	9,507.70	0		9,507.70	01 407-0240	
TLFTA1 S 191	3,723.10	0		3,723.10	01 2512	
TLFTA2 omni 187	1,122.00	0		1,122.00	01 2517	
TLFTA3 c 190	758.10	0		758.10	01 407-0240	
COLAGY call 147	9,285.49	2	121.80-	9,163.69	01 2513	
TXSBLT S 6	96.50	0		96.50	01 2515	
TFC 235	705.00	0		705.00	01 407-0240	
AR 326	1,628.00	0		1,628.00	01 407-0240	
STF 236	6,862.10	0		6,862.10	01 2512	
SJRF 329	1,316.00	0		1,316.00	01 2512	
JFCT2 324	1,745.80	0		1,745.80	01 2512	
JFCI 326	195.60	0		195.60	01 407-0240	
IDF 321	641.00	0		641.00	01 2512	
CJFS 149	13.41	0		13.41	01 2512	
CJFC 149	1.49	0		1.49	01 407-0240	
TP-L 62	573.90	0		573.90	01 407-0240	
TP-S 62	728.10	0		728.10	01 2512	
TP-L-J 59	143.60	0		143.60	01 407-0260	
ACC 5	90.10	0		90.10	01 407-0240	
TPF 330	458.00	0		458.00	01 2512	
CS2 17	376.80	0		376.80	01 407-0280	
AF2 109	2,180.00	0		2,180.00	01 407-0240	
SPEX 16	922.90	0		922.90	01 407-0290	
DSC 19	188.10	0		188.10	01 407-0240	
OP over 1	33.00	0		33.00	01 2516	
AF 1	10.00	0		10.00	01 407-0240	
GR 3	7.50	0		7.50	01 2512	
JCPT 6	6.00	0		6.00	01 2512	
LEMI 3	1.50	0		1.50	01 2512	
LEOCE 4	7.00	0		7.00	01 2512	
CVC 9	127.71	0		127.71	01 2512	
CJP 4	19.00	0		19.00	01 2512	
OCL 1	75.00	0		75.00	01 2512	
LEOA 3	3.00	0		3.00	01 2512	
CCC 6	87.29	0		87.29	01 2512	
FA 5	25.00	0		25.00	01 2512	
JCD 5	1.25	0		1.25	01 2512	
JCPT2 3	5.75	0		5.75	01 2512	
MSB call 1	9.00	0		9.00	01 2513	
JFCT S 4	13.60	0		13.60	01 2512	
Total: 5317	78,080.72	7	423.50-	77,657.22		

City 35 403⁸
Court tech 1332
Bldg Security 100
omni base 1/2
coll agency 9172
Judge Ed 143
Child Safety 376
overpay 33⁴⁰
State 29064¹

Cash Payments.....+ \$69,093.92
Bond Forfeited.....+ \$0.00
Bond Applied.....+ \$8,563.30

Attachment: February Municipal Court Report (1300 : Municipal Court Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: Library
Category: Report
Prepared By: Angie Lugo
Initiator: Angie Lugo
Sponsors:
DOC ID: 1303

SCHEDULED

ACTION ITEM (ID # 1303)

February 2015 Library Report

Call with questions.

ETHEL L. WHIPPLE MEMORIAL LIBRARY

LIBRARIAN'S REPORT

FEBRUARY 2015

Who Checked Out

Adult	713
Children	120
Teens	3

What Checked Out

Adult Books	270
Children Books	75
Young Adult Books	161
Videos	303
Audios	2
Spanish Books	43

What was Downloaded

eBooks	90
Audiobooks	1

Patron Access Computer Use

Total Sessions	694
Total Time	431 hours

Free WiFi Access Use

Total Sessions	294
Total Time	1,176 hours

What Happened In the Library

Hours Open	152 hours
Attendance	425
Children Program Attendance	145
Volunteer Hours	40
New Cards Issued	42
New Books Added	145
Books Weeded	0
New Videos Added	29
Videos Weeded	0
Reference Questions	192
Assists in Computer Lab	145
Total Annual Revenue	\$7453.93

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1301)

DOC ID: 1301 A

Fire Marshall's Report 1. Monthly Report

Call with questions.



FIRE MARSHAL'S OFFICE
200 North Brazil
Los Fresnos, Texas 78566
FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT
MONTH OF February 2015

<u>FIRES</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Business Structures	_____	_____
Dwellings	_____	1
Mobile Homes	_____	3
Grass	_____	_____
Refuse	_____	_____
Incendiary or Suspicious Fires	_____	_____
Institutional	_____	1
Motor Vehicles	2	2
Rescue Calls	1	1
Other Calls	_____	_____
		11
TOTAL ALARMS		

MONTHLY FIRE PREVENION INSPECTIONS

Commercial Businesses	6	Institutions	_____
Industrial Structures	_____	Homes	_____
Public Buildings	3	Apartments	1
Hotels	_____		
TOTAL INSPECTIONS	10		

SCHOOL, HOSPITAL, and NURSING HOME FIRE DRILLS SUPERVISED _____

LECTURES-PRESENTATIONS MADE/FILMS SHOWN _____ TOTAL AUDIENCE _____

FIRES INVESTIGATED (ACCIDENTAL) _____ (INCENDIARY) _____

Gerardo Alcala
FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: February Fire Report (1301 : Fire Marshall's Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1307)

DOC ID: 1307

Closed Session - Deliberation pursuant to Section 551.071 and 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following: 1. Consultation with City Attorney to see legal advice on city annexation issues. 2. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1308)

DOC ID: 1308

Open Session - Deliberation and possible action regarding the following: 1. Consultation with City Attorney to seek legal advice on city annexation issues. 2. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 03/10/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1306)

DOC ID: 1306 A

**Consideration and ACTION to approve a Resolution
expressing concerns and objection to the City of
Brownsville's strip annexations.**

I was asked to place this on the agenda for the Council to take action after closed session. Although this has been a topic of several prior meetings it is always good to be sure all the data is still relevant and nothing has changed to warrant a change in direction. The Town of Laguna Vista is asking that we pass this Resolution. There are some statements in this Resolution that I have a problem with if you choose to move forward with this I feel they would need to be changed.

RESOLUTION NO. 06-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, CAMERON COUNTY, TEXAS, EXPRESSING ITS CONCERN AND OBJECTION TO THE CITY OF BROWNSVILLE'S STRIP ANNEXATIONS, URGING THE OTHER SMALL CITIES IN CAMERON COUNTY TO DO LIKEWISE, AND CALLING ON STATE REPRESENTATIVE RENE OLIVEIRA AND STATE SENATOR EDDIE LUCIO, JR TO TAKE THE NECESSARY STEPS TO ADDRESS THIS PROBLEM.

This Resolution was introduced and submitted to the City Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by _____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by _____ and carried by the following vote:

Mayor Polo Narvaez	___	For	___	Against	___	Abstained
Mayor Pro-tem Yolanda H. Cruz	___	For	___	Against	___	Abstained
Councilmember Swain Real	___	For	___	Against	___	Abstained
Councilmember Javier Mendez	___	For	___	Against	___	Abstained
Councilmember Tom Jones	___	For	___	Against	___	Abstained
Councilmember Gary Minton	___	For	___	Against	___	Abstained

WHEREAS, in 1999, the Texas Legislature passed Senate Bill 89 that became Texas Local Government Code § 43.0545; and

WHEREAS, in passing the law, the Legislature intended to prohibit a city from abusing the privilege of developing its Extraterritorial Jurisdiction (ETJ) by annexing small strips of land that extend a city's ETJ many miles from the real city making it difficult to provide municipal services; and

WHEREAS, the City of Brownsville has conducted extensive strip annexations and annexations of small tracts of land, such that its ETJ extends throughout southern Cameron County; and

WHEREAS, in so doing, the ETJ of the City of Brownsville surrounds the City of Los Fresnos, such that the City of Los Fresnos has extremely limited room to grow; and

WHEREAS, the ETJ of the City of Brownsville similarly surrounds all other municipalities in the area, including Laguna Vista, Rio Hondo, San Benito, Rancho Viejo, Bayview, Port Isabel, Los Indios, and Los Fresnos; and

WHEREAS, the City of Brownsville does not appear to be extending municipal services to the ends of the strip annexations placing a burden on surrounding municipalities; and

WHEREAS, the City of Brownsville effectively limited potential growth and development of the City of Los Fresnos; and

WHEREAS, the City of Brownsville's annexation strategy is contrary to the Legislative intent of Texas Local Government Code § 43.0545; and

WHEREAS, the City of Brownsville's annexation strategy is also contrary to the January 2009 Findings of the Senate Committee on International Relations and Trade which recommends that Brownsville's "strip

annexations” that have landlocked smaller communities along the Lower Rio Grande Valley and which have selectively bypassed distressed communities and prevents smaller communities from growing be reversed during the 81st Legislature; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Fresnos, Cameron County, Texas that the City calls upon State Representative Rene Oliveira and State Senator Eddie Lucio, Jr. to take all steps necessary, including but not limited to filing Local Bills during the 83rd Legislative Session, to counteract the City of Brownsville’s annexation strategy and reverse these strip annexations in support of the Findings of the January 2009 Interim Report of the Senate Committee on International Relations and Trade and allow the smaller communities in Cameron County to prosper and grow.

PASSED AND APPROVED by the City Council of the City of Los Fresnos, Texas this 10th day of March, 2015.

Polo Narvaez, Mayor
City of Los Fresnos

Attest:

Pam Denny, City Secretary