

City Council

200 North Brazil

Los Fresnos, TX 78566

Regular Meeting

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

~ Agenda ~

Tuesday, April 14, 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, APRIL 14, 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. Presentation of Boots on Ground awards.
5. Presentation of RGV Walk of Fame award.
6. Presentation by Los Fresnos Chamber of Commerce.
7. Consent Agenda

1. Approval or rejection of Minutes from March 10, 2015 meeting.
2. Approval or rejection of a Proclamation declaring May 2015 as for Motorcycle Safety and Awareness Month.
3. Approval or rejection of a Proclamation declaring the week of May 10-16, 2015 as National Police Week and declaring May 15, 2015 as Peace Officer's Memorial Day.
4. Approval or rejection of a Proclamation declaring the week of May 17-23, 2015 as National Emergency Medical Services Week.
5. Approval or rejection of a Proclamation declaring April 2015 as Fair Housing Month.
6. Approval or rejection of a Resolution requesting the members of the 84th Legislative Session to increase funding for the Texas Recreation and Parks Account and Large County and Municipality Recreation and Parks Account Local Park Grant Program, and the Texas State Park System.
7. Approval or rejection of the second and final reading of Ordinance 465 adopting various International Codes and other building codes relating to inspection activities and enforcement of building provisions as provided in said codes, adopting existing and future amendments and all new editions of codes.
8. Approval or rejection of a budget amendment for the Los Fresnos Police Department.
9. Approval or rejection of a renewal agreement between the City of Los Fresnos and Texas A & M University-Kingsville for the Regional Task Force.
8. Visitor Remarks - To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.
9. Action Items

1. Consideration and ACTION to approve or reject any or all proposals received for the Multi-Jurisdiction Hazard Mitigation Plan and authorize the City Manager to enter into a contract with the selected firm.
2. Consideration and ACTION to approve a Resolution supporting Cameron County to create a Cameron County Healthcare District.
3. Consideration and ACTION to approve contract with Brown Reynolds Watford Architects, Inc. for architect services.
4. Consideration and ACTION to approve funding for Valley Metro Bus service and corresponding budget amendment.
5. Consideration and ACTION to appoint a new member to Los Fresnos Community Development.
6. Consideration and ACTION to appoint two members to the Los Fresnos Housing Authority.
10. Update by City Manager
 1. A. Wastewater Plant Expansion B. Los Fresnos Nature Park C. Hazardous Mitigation Plan D. Certificates of Obligation E. Mosquito Control F. Community Park Parking Lot G. TWDB Projects H. Code Enforcement I. Walmart Traffic Congestion
11. Department Head Reports
 1. A. Finance Report 1. Monthly 2. Year-to-Date
 2. B. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits
 3. C. Police Department Report 1. Arrests 2. Incidents 3. Accidents
 4. D. Municipal Court Report 1. Monthly Report
 5. March 2015 Library Report
 6. F. Fire Marshall's Report 1. Monthly Report
12. 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 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.
13. Open Session – Deliberation and possible action regarding the following:

1. Open Session - Deliberation and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.

14. Adjournment

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on April 8, 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: 04/14/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1320)

DOC ID: 1320

Presentation of an award.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1348)

DOC ID: 1348 A

Presentation of Boots on Ground awards.

Volunteers assist in putting on this event so we have some plaques to present to each and thank them for their efforts and support.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1353)

DOC ID: 1353 A

Presentation of RGV Walk of Fame award.

The Council chose Manuel Abrego as the City's selection to be entered into the RGV Walk of Fame in Hidalgo. Mr. Abrego was not able to attend the ceremony so it was planned to present him his award during a Council meeting.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1321)

DOC ID: 1321 A

Presentation by Los Fresnos Chamber of Commerce.

The Chamber will be present to present the quarterly report for January - March 2015.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1322)

DOC ID: 1322 A

**Approval or rejection of Minutes from March 10, 2015
meeting.**

I recommend approval.

City Council

200 North Brazil

Los Fresnos, TX 78566

Regular Meeting

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

~ Minutes ~

Tuesday, March 10, 2015

6:00 PM

City Hall

Agenda

1. Call meeting to order
2. Invocation and Pledge of Allegiance

Presentation of an award.

RESULT: NO ACTION

Public Hearing

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.

Mayor Narvaez opened the public hearing at 6:01 PM.

Mr. Milum explained where the proposed Nature Park would be located between the High School and the resaca and the property was purchased with a grant.

Ms. Alexander, Grant Consultant, explained that the Nature Park will provide environmental education facilities, trails, picnic areas, playground equipment, access to the resaca in canoes but no motor boats.

Mr. Robin Garrett stated that she is a neighbor of the park and thinks it is a wonderful idea.

Mr. Val Champion, Executive Director of the Los Fresnos Chamber of Commerce, complimented the project and stated "I am with you".

Ms. Alexander and Mr. Milum answered questions from the public.

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

RESULT: NO ACTION

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.

Attachment: Council Minutes From March Meeting (1322 : Minutes)

Ms. Benay Morris, President of the Friends of the Library, was present and she stated that the Friends would like to name the Children's section at Ethel Whipple Memorial Library after Santos Solis. Ms. Solis was employed by the City for over 24 years.

Mayor Narvaez stated that this would be placed on next months agenda for approval.

Presentations

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

Mr. Quentin Anderson from Long Chilton LLP was present and explained the annual audit for fiscal year ending September 30, 2014 to the Council. The City is in good financial condition.

Mr. Anderson and Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the annual audit for fiscal year ending September 30, 2014.

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

Presentation by the Los Fresnos Chamber of Commerce.

Mr. Val Champion, Executive Director, was present and he gave a brief summary of the Chamber's activities for the months of October, November and December 2014.

Mr. Champion answered questions from the Council.

RESULT:	NO ACTION
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Consent Agenda

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

Motion was made and seconded to approve the Minutes from February 10, 2015.

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

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

Motion was made and seconded to approve Proclamation declaring April 13-17, 2015 as National Safety Telecommunications Week.

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

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

Motion was made and seconded to approve the renewal of an agreement between the City of Los Fresno and Linebarger Goggan Blair & Sampson, LLP for tax collection services.

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

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 Fresno Nature Park.

Motion was made and seconded to approve 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 Fresno Nature Park.

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

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

Motion was made and seconded to acknowledge the CDC expenditures for city banners.

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

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

Motion was made and seconded to approve a budget amendment to the Police Department budget for fiscal year 2014-2015.

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

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

Motion was made and seconded to approve the first reading of Ordinance 465 to adopt building codes, future amendments and new editions as they are released.

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

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

Motion was made and seconded to approve a Resolution for technical assistance for master planning for water and wastewater improvements to the Border Environmental Cooperation Commission.

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

Action Items

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

Councilmember Real asked this item be removed from Consent Agenda and discussed separately.

Mr. Milum explained that there is already a 8% cap that the City has to comply with now on property tax revenue. The Legislature is introducing a Bill that would reduce the cap to 4% "rollback rate" and require mandatory elections on an increase over four percent.

This resolution is to oppose the revenue cap to telling the legislators to not interfere with local control.

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the Resolution in opposition to a revenue cap and legislative interference with local services.

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

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.

Mr. Milum explained that the Council received a copy of all the proposals and a copy of the rating sheet so they could rate the proposals if they so desired.

The Committee met and their ranking was:

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

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the ranking presented and to authorize the City Manager to negotiate a contract with the top rated available firm.

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

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

Mr. Milum explained that the City had applied for 2 recycling trailers and did not receive the grant. Now an entity has dropped out so now the LRGVDC is 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.

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve a grant for the Regional Solid Waste Grants Program and to approve the appropriate budget amendment.

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

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

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, 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

Mr. Milum stated that TWDB has sent approval for the City to go out for bids on the Wastewater Plant Expansion.

Wal-Mart grant opening will be tomorrow, March 11th at 7:30 a.m.

Mr. Milum answered questions from the Council.

RESULT: NO ACTION

Department Head Reports

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

RESULT: NO ACTION

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

RESULT: NO ACTION

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

RESULT: NO ACTION

Municipal Court Report 1. Monthly Report

RESULT: NO ACTION

February 2015 Library Report

RESULT: NO ACTION

Fire Marshall's Report 1. Monthly Report

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 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.

Mayor Narvaez recessed the meeting at 7:25 p.m.

RESULT: NO ACTION

Open Session – Deliberation and possible action regarding the following:

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.

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

Mayor Narvaez stated that no action would be taken on consultation with City Attorney to seek legal advice on city annexation issues.

Motion was made and seconded to authorize City Manager to make adjustment to salaries as discussed.

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

Action Items

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

No action taken.

RESULT: NO ACTION

14. Adjournment

Mayor Narvaez adjourned the meeting at 8:31 p.m.

Regular Meeting**Tuesday, March 10, 2015****6:00 PM**

Presiding Officer of the Council

Recorder

Attachment: Council Minutes From March Meeting (1322 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1323)

DOC ID: 1323 A

**Approval or rejection of a Proclamation declaring May 2015
as for Motorcycle Safety and Awareness Month.**

I recommend approval.

**CITY OF LOS FRESNOS
PROCLAMATION**

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in an accident than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and

WHEREAS, urging all of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve;

NOW, THEREFORE, the City Council of the City of Los Fresnos does hereby proclaim the month of **MAY 2015** as

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Los Fresnos, Texas.

Approve this 14th day of April, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

Attachment: Motorcycle Proclamation (1323 : Proclamation for Motorcycle Safety)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1324)

DOC ID: 1324 A

**Approval or rejection of a Proclamation declaring the week of
May 10-16, 2015 as National Police Week and declaring May
15, 2015 as Peace Officer's Memorial Day.**

I recommend approval.

CITY OF LOS FRESNOS
PROCLAMATION

Whereas, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

Whereas, the members of the Los Fresnos Police Department plays an important role in safeguarding the rights and freedoms of citizens in our community; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Department, and that members of The Los Fresnos Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the Los Fresnos Police Department unceasingly provide a vital public service;

Now, therefore, the City Council of The City of Los Fresnos, call upon all citizens of Los Fresnos and upon all patriotic, civic and educational organizations to observe the week of May 10th – 16th, 2015, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Los Fresnos to observe Friday, May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Los Fresnos to be affixed on this 14th day of April, 2015.

ATTEST:

Polo Narvaez, Mayor

Pam Denny, City Secretary

Attachment: Police Week Proclamation (1324 : Proclamation for Police Week)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1325)

DOC ID: 1325 A

**Approval or rejection of a Proclamation declaring the week of
May 17-23, 2015 as National Emergency Medical Services
Week.**

I recommend approval.

**CITY OF LOS FRESNOS
PROCLAMATION**

WHEREAS, each year residents and visitors to our community may require emergency medical care for traumatic injuries, burns, poisonings, spinal cord injuries, heart attaches and other critical medical emergencies; and

WHEREAS, emergency care personal, including emergency medical dispatchers, medical responders, EMTs, EMT-Ds, EMT-Is, EMT-Ps, emergency department nurses and physicians, whether volunteers or paid personnel, give selflessly of themselves for the welfare of others; and

WHEREAS, the citizens of our community benefit from the knowledge, skills, and dedication of these emergency medical services specialists, as they work together to ensure prompt and appropriate treatment at the scene, on the way to the hospital, and in the emergency department; and

WHEREAS, advances in emergency medical care have increased the number of lives saved each year;

NOW, THEREFORE, the City of Los Fresnos City Council encourage our Community to observe this week of May 17-23, 2015 as

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

in the City of Los Fresnos.

Signed this 14th day of April, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

Attachment: EMS Proclamation (1325 : Proclamation for EMS)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1326)

DOC ID: 1326 A

**Approval or rejection of a Proclamation declaring April 2015
as Fair Housing Month.**

I recommend approval.

**PROCLAMATION
CITY OF LOS FRESNOS**

APRIL AS FAIR HOUSING MONTH

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, we the City Council of the City of Los Fresnos, do proclaim April as Fair Housing Month in the City of Los Fresnos and do hereby urge all citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF, we have affixed the signature and seal on this the 14th day of April, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1327)

DOC ID: 1327 A

Approval or rejection of a Resolution requesting the members of the 84th Legislative Session to increase funding for the Texas Recreation and Parks Account and Large County and Municipality Recreation and Parks Account Local Park Grant Program, and the Texas State Park System.

I recommend approval.

RESOLUTION NO. 08-2015

**A RESOLUTION OF THE CITY OF LOS FRESNOS CITY COUNCIL
REQUESTING THE MEMBERS OF THE 84TH LEGISLATIVE SESSION
OF THE STATE OF TEXAS SUPPORT LEGISLATION THAT
INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS
ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION
AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND
THE TEXAS STATE PARK SYSTEM**

This Resolution was introduced and submitted to the City Council for passage and adoption. After presentation and discussion of the Resolution at a duly called meeting, including open meeting laws, 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 Texas Parks & Wildlife Department ("TPWD") administers the Texas Recreation & Parks Account Local Park Grant Program ("TRPA") and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has a separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State Parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

Attachment: resolution on tpwd funds (1327 : Resolution for Texas Recreation)

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and

WHEREAS, the maintenance and improvements of State Park and historic sites and the addition of new parks is a priority to Texans due to the State's expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at State parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 84th Texas Legislature.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Los Fresnos, TEXAS:

1. That members of the 84th Legislature of Texas seek passage of legislation maximizing the use of revenue from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both Local and State parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.
2. That members of the 84th Legislature of Texas restore funding to the TRPA and Urban accounts in the full amount of the sporting goods sales tax and the full amount of federal funds received per year.

PASSED AND APPROVED by the City of Los Fresnos City Council on this the 14th day of April, 2015.

APPROVED:

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

Attachment: resolution on tpwd funds (1327 : Resolution for Texas Recreation)



2014-2015 TRAPS Legislative Platform

Adopted by TRAPS Board May 8, 2014

Adopted by Texas Municipal League December 5, 2014

The Texas Recreation and Park Society's (TRAPS) primary objectives in the 84th Session of the Texas Legislature:

1. Seek, introduce and support passage of legislation that would restore full funding to the Texas Recreation and Parks Accounts (TRPA) No. 467 & Large County and Municipality Recreation and Parks Account No. 5007 (both accounts are also known as the Local Park Grant Program);
2. Support the pass through of federal dollars used for parks, recreation, open space, trails, and tourism from any of the following but not limited to the United States Department of the Interior Land and Water Conservation Fund (LWCF) and the fund's reauthorization, the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails program;
3. Support legislation that would directly benefit parks, recreation, open space and trails on utility corridors and waive all liability for those purposes to the utilities;
4. Support legislation that would ensure parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefiting healthy lifestyles, increasing physical activity, conservation or preservation;
5. Support legislation that would either appropriate funds or that directly benefit parks, recreation, open space, trails, and tourism;
6. Seek, introduce and support passage of legislation that would remove the cap on sporting goods sales tax revenues for State and local parks and/or increase the Texas Recreation and Parks Accounts (TRPA) funding No. 467 & Large County and Municipality Recreation and Parks Account No. 5007;
7. Seek, introduce and support passage of legislation that would create a Constitutional dedication of sporting goods sales tax revenues for use in State and local parks that would directly benefit parks, recreation, open space, trails and tourism;
8. Oppose legislative appropriation riders that set Texas Recreation and Parks Accounts (TRPA) funding No. 467 & Large County and Municipality Recreation and Parks Account No. 5007 funds for specific projects or locales;
9. Oppose legislation and/or unfunded mandates that would be detrimental to parks, recreation, open space, trails, and tourism.

Physical Address: 18593 FM 1431, Jonestown, TX 78645

Mailing Address: P.O. Box 5188, Jonestown, TX 78645

Website: <http://www.traps.org>

PHONE: (512) 267-5550 • FAX: (512) 267-5557 • E-MAIL: traps@traps.org

Attachment: resolution on tpwd funds (1327 : Resolution for Texas Recreation)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1328)

DOC ID: 1328 A

Approval or rejection of the second and final reading of Ordinance 465 adopting various International Codes and other building codes relating to inspection activities and enforcement of building provisions as provided in said codes, adopting existing and future amendments and all new editions of codes.

This was discussed and approved on the first reading in the March meeting. This adopts the latest version of the codes (2012) and automatically adopts any updates as they occur.

I recommend approval.

ORDINANCE NO. 465

**AN ORDINANCE ADOPTING THE VARIOUS INTERNATIONAL CODES AND
OTHER BUILDING CODES RELATING TO INSPECTION ACTIVITIES OF THE
CITY OF LOS FRESNOS, CAMERON COUNTY, TEXAS AND ENFORCEMENT OF
BUILDING PROVISIONS AS PROVIDED IN SAID CODES, EXISTING AND FUTURE
AMENDMENTS AND ALL NEW EDITIONS OF CODES THERETO, AND
REPEALING AL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT
THEREWITH.**

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

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, it is the desire of the City of Los Fresnos to adopt, in all respects, the various International Codes relating to building, fire prevention, plumbing, mechanical, fuel/gas, energy conservation, private sewage disposal, green construction, swimming pool and spa, and the National Electrical Code and;

WHEREAS, the adopting of these Codes is done to facilitate proper inspection activities by the City of Los Fresnos or their representative relating to construction and maintenance of buildings within the corporate limits of said City and relating to public safety, health and general welfare.

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

Section 1. That the following Codes are hereby adopted by reference as though they were copied herein fully.

- International Building Code – 2012 Edition
- International Residential Code – 2012 Edition
- International Fire Code – 2012 Edition
- International Plumbing Code – 2012 Edition
- International Mechanical Code – 2012 Edition
- International Fuel Gas Code – 2012 Edition
- International Energy Conservation Code – 2012 Edition
- International Private Sewage Disposal Code – 2012 Edition
- International Green Construction Code – 2012 Edition

International Swimming Pool and Spa Code – 2012 Edition
National Electrical Code – 2012 Edition

Section 2. The City of Los Fresnos will automatically adopt any future amendments to above Codes and will adopt new editions to the Codes as they are revised.

Section 3. When reference is made to the duties of certain officials named in the Codes that designated official or his representative who has duties corresponding to those of the named official or representative in said Code shall be deemed to be the responsible official or representative insofar as enforcing the provisions of said Code.

Section 4. That Ordinance 300 is hereby repealed and any other Ordinance or parts of Ordinance in conflict are hereby repealed.

Section 5. This Ordinance shall take effect after the final reading and when caption of Ordinance has been published in the official newspaper of the City.

INTRODUCED AND APPROVED on the first reading this _____ day of _____ 2015.

APPROVED AND PASSED on the second reading this _____ day of _____, 2015.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Amendment
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1329)

DOC ID: 1329 A

Approval or rejection of a budget amendment for the Los Fresnos Police Department.

Walmart requested additional security during their opening. We charged them our regular rate for overtime like we do for the Community Center rental and other types of events.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General

BUDGET AMENDMENT # _____

DEPARTMENT: Police

DATE POSTED: _____

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	444 - 1010	Misc Income	2,000.00		2,010.00	4,010.00
						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			2,000.00	0.00	2,010.00	4,010.00

Justification/Explanation for change:

Police officers worked at Walmart to cover grand opening.

Dept Head Requesting Change _____ Date _____ Approved: <u>Mark W Milum</u> Mark Milum, City Manager	<u>3/27/15</u> Date	<u>C. Narvaez</u> Finance Dept	<u>3/27/15</u> Date
Approved: <u>Mark W Milum</u> Mark Milum, City Manager		<u>Polo Narvaez</u> Polo Narvaez, Mayor	

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General

BUDGET AMENDMENT # _____


DEPARTMENT: Police


DATE POSTED: _____


Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	507 - 01500	Overtime	30,000.00		2,010.00	32,010.00
						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			30,000.00	0.00	2,010.00	32,010.00

Justification/Explanation for change:

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

	Dept Head Requesting Change	Date
Approved:		3/27/15
	Mark Milum, City Manager	Date


 Finance Dept _____ Date _____


 Polo Narvaez, Mayor _____ Date _____



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

1.7.8.a

Invoice

Date	Invoice #
3/13/2015	1458

Bill To
Walmart Attention: Accounts Payable 1004 West Ocean Blvd. Los Fresnos, Tx 78566

Phone #	Fax #
(956)233-5768	(956)233-9879

Description	Units	Rate	Amount
Police Officer Security -Hours	67	30.00	2,010.00
Total			\$2,010.00

Attachment: Budget Amendment Police Department [Revision 1] ('1329 : Budget Amendment)

Make all checks payable to City of Los Fresnos.

If you have any questions concerning this invoice, please contact our Finance Department at (956)233-5768.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Contract
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1351)

DOC ID: 1351 A

**Approval or rejection of a renewal agreement between the
City of Los Fresnos and Texas A & M University-Kingsville
for the Regional Task Force.**

This is the agreement we need to renew dealing with stormwater. If you will recall we began participating in this group last year. It has proven successful and they provide a lot of help with monitoring our plan to assure compliance. We have installed some signs and will install more and will also be labeling all of our storm water drains in the near future. We are looking at some possible grant opportunities in the future that they will assist us with. The annual amount is \$9,225.00.

I recommend approval.

INTERLOCAL AGREEMENT
by and between
CITY OF LOS FRESNOS
and
TEXAS A&M UNIVERSITY - KINGSVILLE
for Representative Appointment to Regional Task Force
Agreement # 15-0302

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **CITY OF LOS FRESNOS** (hereafter referred to as "**CITY**"), and **TEXAS A&M UNIVERSITY-KINGSVILLE** (hereafter referred to as "**TAMUK**"), a member of The Texas A&M University System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** **CITY** and **TAMUK** agree to enter into this Agreement as a manner by which **CITY** and **TAMUK** can actively participate in a Regional Task Force ("Task Force") formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* ("Rules") and other pertinent issues as needed.
- 1.02** **CITY** and **TAMUK** desire to accomplish the goals of responding and complying with the Rules through the formation of a Regional Task Force, established and managed by **TAMUK**.
- 1.03** **TAMUK** desires to participate in the establishment and management of the Regional Task Force, since such participation will provide **TAMUK** with an avenue for students to:
- A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;
 - B. Gain supervisory, organizational, and executive skills through the creation of the Task Force body, the implementation of the Task Force by-laws and policies, creation and submission of Task Force agenda and minutes, and budget creation.
 - C. Gain experience about the interfacing, communication, and interaction between state agencies and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

SECTION 2 TERM

- 2.01** *Fixed Term:* This Agreement commences on **04/24/15**, and will terminate **04/23/16**, unless extended according to section 2.02 of this Agreement.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **TAMU-K**, this Agreement may be extended for an additional one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay to **TAMUK** a Task Force membership fee of **\$9,225.00**. Payment of such fee is due in one single payment, tendered by check or wired transfer, payable to **TAMUK** and delivered to the address indicated in Section 5.01 of this Agreement. Payment must be made within thirty (30) days after execution of this Agreement. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **TAMUK**, may result in this Agreement terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide one representative to the Task Force. Such representative must be chosen by majority vote of the City Council, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **TAMUK**.
 - B. The **CITY**'s representative will serve a term that commences on the date of execution of final signature, and will terminate exactly one (1) calendar year from date of execution, unless extended according to section 2.02 of this Agreement. A replacement representative may be appointed by the **CITY** through written notification for the duration of a one (1) year fixed term.
 - C. The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the Task Force. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the Task Force. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.

- D. The **CITY**'s representative will act as the liaison between the **CITY** and the Task Force, apprising each entity of the other's objectives. The representative will brief the City Council, or other municipal entity responsible for Task Force participation, a minimum of once quarterly.
- E. Each **CITY** having representation on the Task Force will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.
- F. The **CITY** may make recommendations to the Regional Task Force regarding the fee assessment, expenditures, or other financial matters; however, the Task Force is not bound by such recommendations.

4.02 The following rights and duties will be held or performed by **TAMUK**:

- A. **TAMUK** will assign a staff or faculty member as representative to the Task Force.
- B. **TAMUK** will formulate the bylaws, policies, rules and procedures by which the Task Force will be governed. **TAMUK** will provide **CITY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **TAMUK** will formulate and propose to the Task Force, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **TAMUK** will assist with educational outreach, training, and information to facilitate compliance.
- D. **TAMUK** will provide research and educational services and technical support to the Task Force, and for any adopted methods and approaches for compliance. **TAMU-K** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **TAMUK** will manage the Task Force administration, including meetings, budgeting, and all efforts pertaining to the methods and approaches for compliances with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- F. The Task Force will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the Task Force, **TAMU-K** will assist with the financial management and policy of the Task Force.
- G. **TAMU-K** will assist the Task Force with the management of any funding acquired by the Task Force. This does not apply to the funding provided by this interlocal agreement. The management of Task Force funding will adhere to the by laws of the organization.

- H. Fees paid to **TASK FORCE** will be earmarked in a separate **TAMUK** account for use only by **TAMUK** for the Task Force. Any unappropriated funds will be carried over.
 - I. Membership fees paid to **TAMU-K** will be utilized by **TAMU-K** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.
 - J. **TAMU-K** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
 - K. **TAMU-K** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
 - L. **TAMU-K** is authorized to provide funding to the Arroyo Colorado Watershed Partnership or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **TAMU-K**.
- 4.03** *SWMP Implementation:* **TAMU-K** will support the **CITY** in implementing a portion of its SWMP by providing assistance with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **TAMUK** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY:

City of Los Fresnos
 Mark W. Milum
 City Manager
 200 N. Brazil
 Los Fresnos, TX 78566
 Phone: (956) 233-5768
 Fax: (956) 233-9879
mmilum@citylf.us

TAMUK: Texas A&M University - Kingsville
 Attn: Diana Poledo
 700 University Blvd., MSC 201
 Kingsville, TX 78363

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TAMUK**.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **TAMUK** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TAMUK** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either **CITY** or **TAMUK**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **TAMUK** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **TAMUK**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however,

nothing in this provision shall be construed to be consent of Assignment of this Agreement.

- 5.11 Nondiscrimination:** CITY and TAMUK, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.
- 5.12 Dispute Resolution:** Any dispute between CITY and TAMUK regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by CITY should be to Ralph Stevens, Director of Procurement, TAMUK.

EXECUTED the _____ day of _____, 2015, by CITY, by its duly authorized agent of the CITY.

“CITY”
CITY OF LOS FRESNOS

By: _____
Polo Narvaez, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF CAMERON §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED the _____ day of _____, 2015, by **TAMUK**, by its duly authorized officer.

“TAMUK”
TEXAS A&M UNIVERSITY-KINGSVILLE

By: _____
REBECCA DAVIS, PH.D.
Executive Director, Research & Sponsored Programs

RECOMMEND APPROVAL:

Kim Jones, Ph.D.
Principal Investigator
Environmental Engineering

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF KLEBERG §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **Dr. Rebecca A. Davis**, Executive Director of Research and Sponsored Programs, **TAMUK**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public, State of Texas
My Commission Expires: _____

Attachment: Regional Task Force Renewal Agreement (1351 : Contract Renewal for Regional Task Force)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Bid
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1345)

DOC ID: 1345 B

Consideration and ACTION to approve or reject any or all proposals received for the Multi-Jurisdiction Hazard Mitigation Plan and authorize the City Manager to enter into a contract with the selected firm.

Not all of the cities were available to meet to rate the 2 firms. I will continue to try to get the rest done and give you that information before the meeting. We will also deliver the packets and the rating sheets so you can rate them as well. Attached is the RFQ and the scope of work. The total amount of the contract is capped at the grant and local share amount of \$105,000. I would recommend approval of the Coalition of Cities recommendation of the firm with the highest average score.

City of Los Fresnos

Request for Qualifications (RFQ)

EXPERIENCED CONSULTANT TO DEVELOP MULTI-JURISDICTION HAZARD MITIGATION PLAN

Request for Qualifications may be obtained at City Hall, located 200 N Brazil St, Los Fresnos, TX 78566.

Detail information about the RFQ may be obtained from Mark Milum, City Manager by calling (956) 233-5768.

The RFQ will be received at the Office of the City Manager until 2:00 p.m. on March 31, 2015.

Envelope for the Proposal should be addressed as follows:

Consultant to Develop Multi-Jurisdiction Hazard Mitigation Plan
Mark Milum, City Manager
City of Los Fresnos
200 N Brazil St.
Los Fresnos, TX 78566

The City of Los Fresnos reserves the right to accept and/or reject any or all proposals submitted and to request additional information from them.

**REQUEST FOR QUALIFICATIONS (RFQ)
PROCURE EXPERIENCED CONSULTANT TO DEVELOP
MULTI-JURISDICTION HAZARD MITIGATION PLAN**

2-19-15

RFQ for the Coalition of Cities (COC includes the 11 communities of Los Fresnos (Sub-grantee), La Feria, Laguna Vista, Port Isabel, Primera, Rio Hondo, San Benito, South Padre Island, Bayview, Indian Lake, and Rancho Viejo) :

- Cover Letter – Briefly describe your ability and interest in conducting the work – letter must be signed by a person having authority to enter into contract;
- Company Technical Experience – Describe your experience in preparing previous or current Hazard Mitigation Plans within Cameron County or coastal area; provide a list of multi-jurisdiction Hazard Mitigation Plans within the lower Rio Grande Valley area or coastal area in the last 3 years that your Company developed, including client, location, services provided by your firm, and contact name;
- Approach to Tasks in Scope of Work – Describe your approach to providing the services requested and availability to conduct the project in a timely manner;
- Company Organization – Describe your company structure, number of employees, and the capacity to perform the work;
- Personnel Qualifications and Resumes – Provide a current resume for all personnel who may or will be assigned to this project
- List of References – Provide a minimum of five references for multi-jurisdiction Hazard Mitigation Plan projects similar to those in this RFP, with specific references for any and all Hazard Mitigation Plans conducted in the Lower Rio Grande Valley Region or coastal area in the past 3 years for your Company; for each reference, indicate the organization, contact person, telephone, type of work provided, date(s) of service, and project status

Evaluation Criteria:

Responses will be evaluated by the Council of Cities based on the following criteria:

- Company Organization – 20 pts.
- Personnel Qualifications and Experience – 20 pts.
- Company Technical Experience and past Performance – 30 pts.
- Approach to the Scope of Work and Methodology – 30 pts.

Interviews may be conducted with any Respondent in the evaluation of the Response to discuss their qualifications, resources and ability to provide the service specified.

The RFQ must be received at the Office of the City Manager on March 31, 2015 by 2:00 p.m. RFQ will be approved April 14, 2015 at the City Council meeting.

Envelope for the Proposal should be addressed as follows:

Consultant to Develop Multi-Jurisdiction Hazard Mitigation Plan
Mark Milum, City Manager
City of Los Fresnos
200 N Brazil St.
Los Fresnos, TX 78566

The Coalition of Cities reserves the right to review the responses submitted, to waive any irregularities therein, to select or reject any or all responses, and to re-solicit if deemed to be in the best interest of the Coalition of Cities. The Coalition of Cities reserves the right to negotiate with any and all Respondents.

Firm Name: _____

Name: _____

Evaluation Criteria:

Responses will be evaluated by the Council of Cities based on the following criteria:

_____ Company Organization – (20 points)

- _____ (1) Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. (5 points)
- _____ (2) Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. (10 points)
- _____ (3) The City promotes the use of small, minority-owned and female-owned businesses. (5 points)

_____ Personnel Qualifications and Experience – (20 points)

Personnel Qualifications and Resumes – Provide a current resume for all personnel who may or will be assigned to this project.

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 employed by the Firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements.

- _____ (1) Provide resumes for personnel assigned for the project documenting specialized design expertise demonstrating such specialized capabilities in developing a Hazard Mitigation Plan; (7 points)
- _____ (2) Provide descriptions and examples of specific projects or studies of a similar nature by the individual that will oversee project. (7 points)
- _____ (3) Provide educational background and any formal project management training and any certifications or accreditations for the project manager and team. (6 points)

_____ Company Technical Experience and past Performance – (30 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.

- _____ (1) Company Technical Experience – Describe your experience in preparing previous or current Hazard Mitigation Plans within Cameron County or coastal area; provide a list of multi-jurisdiction Hazard Mitigation Plans within the lower Rio Grande Valley area or coastal area that your Company developed, including client, location, services provided by your firm, and contact name; (15 points)

_____ (2) List of References – Provide a minimum of five references for multi-jurisdiction Hazard Mitigation Plan projects similar to those in this RFP, with specific references for any and all Hazard Mitigation Plans conducted in the Lower Rio Grande Valley Region or coastal area for your Company; for each reference, indicate the organization, contact person, telephone, type of work provided, date(s) of service, and project status and timeliness of completion. (15 points)

_____ **Approach to the Scope of Work and Methodology – (30 points)**

Approach to Tasks in Scope of Work – Describe your approach to providing the services requested and availability to conduct the project in a timely manner;
City is interested in the team's organizational structure and work plan for accomplishing the work as described in the Scope of Work.

- _____ (1) Detail plan on how you will coordinate with the 11 partner cities to assure each City proper representation and input in their part of the plan; and work plan indicating detailed approach for accomplishment of project, identified options, and proposed solutions; (20 points)
- _____ (2) Proposed project schedule should be supplied identifying the beginning and ending of each phase of the work proposed for this project. (10 points)

_____ **Total Points (Maximum 100)**

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Scope of Work

The proposed Hazard Mitigation Plan, referred to as the "Council of Cities", includes the cities of Los Fresnos, La Feria, Laguna Vista, Port Isabel, Primera, Rio Hondo, San Benito, South Padre Island, Bayview, Indian Lake, and Rancho Viejo. The 11 cities participating in the proposed Hazard Mitigation Plan are located in various areas of, and within, the boundaries of Cameron County, TX.

Objectives

A Hazard Mitigation Action Plan (HMAP) serves as the vital foundation for saving lives and protecting property from all hazards. The Hazard Mitigation planning grant will be used to develop the Council of Cities's HMAP, which will be a new stand-alone Plan.

The Plan will be developed by Council of Cities in accordance with the methodology outlined below and will comply with the mitigation planning standards and criteria issued by FEMA and the Governor's Division of Emergency Management. The objectives of the HMGP mitigation planning effort are to:

- Save lives and reduce or eliminate damage to property, the economy and the environment throughout the County from the full range of natural hazards;
- Improve understanding of risks and vulnerabilities and thus foster actions to strengthen community so that it becomes less susceptible to future disasters;
- Be better prepared when disaster strikes. Streamline the disaster recovery process and maximize both pre- and post-disaster Federal funding by having planned, pre-identified cost-effective and specific mitigation measures available; and,
- Ensure that Council of Cities is covered by a FEMA-approved updated hazard mitigation plan, and that it is eligible for the full range of mitigation grant funds.

The planning funds will be used to: develop a planning committee and consultant team responsible for drafting the Plan; set up an open planning process; evaluate the range of hazards and assess risks that have occurred with the most frequency in the past five years; assist the community in examining previous and current mitigation projects; develop a specific list of mitigation actions; examine how mitigation projects will be integrated into existing planning mechanisms and the budgetary process; prioritize mitigation actions unique to each jurisdiction and to the planning area as a whole; and conduct outreach to the public.

Through wise planning, the effort will help ensure that the Planning Team comes together to develop specific, cost-effective mitigation actions. The City of Los Fresnos, as Subgrantee, will work to form a cohesive Council of Cities. The effort will engage the public and local stakeholders on the issues of assessing hazard risk and vulnerability, and gain consensus and support for implementation of mitigation measures to reduce losses from future disasters.

In addition, the planning effort will encourage a proactive and long-term approach to floodplain management, including the development of pre- and post-disaster plans for flood damage reduction and preservation/restoration of natural and beneficial functions of floodplains.

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Evaluating Alternatives to Developing a Comprehensive Hazard Mitigation Plan

HMA grant applications require a discussion of mitigation planning alternatives, as well as supporting documentation for why a particular mitigation measure to reduce risk from was selected.

Option 1: HMA grant funding is available for developing a comprehensive Hazard Mitigation Action Plan (HMAP) for a county, community, or other eligible entities. FEMA provides detailed guidance and state support in completing the Plan. An HMAP identifies mitigation actions to reduce risk from multiple natural hazards that threaten an area, and provides funding to implement the projects. When integrated into other existing local planning mechanisms, an HMAP maximizes available federal, state, and local dollars to implement long-term mitigation projects. Therefore, it is the most feasible and cost-effective solution to reducing risk to people and parcels from natural hazards and disasters.

Option 2: An alternative to utilizing federal funds to develop a HMAP is for a community to conduct project scoping to evaluate existing critical facilities, infrastructure, utilities that provide essential services, for example, and develop alternative mitigation solutions for problematic areas. A community that ranks periodic flooding as the highest risk may consider floodproofing, elevating structures, or installing berms or culverts to reduce flooding to certain critical facilities, or to a wastewater plant located in a floodplain. However, this would be an isolated solution to the greater issue at hand – mitigating multiple potential natural hazards that threaten an area. Budgetary constraints may also prevent implementing these local mitigating projects, if funded through local fees, such as storm water or development fees. Will a community be able to demonstrate that the proposed project is both feasible, e.g. can be completed in a reasonable amount of time and money; and effective, e.g. can reduce the risk at hand? Will it reduce the long-term risk present?

Option 3: A community may choose not to develop a FEMA Hazard Mitigation Plan or fund identified community mitigation projects to reduce risk from natural hazards. This inaction ultimately will result in increased exposure to people and parcels throughout the planning area, and greater risk overall from hazards that threaten the area.

A Hazard Mitigation Action Plan (HMAP) serves as the vital foundation for saving lives and protecting property from all hazards.

Planning Process

Task One – Document the Planning Process

Steps to be taken in conducting the hazard mitigation planning update process include, but are not limited to the following:

1.1 Organize Participation in the Planning Process

- Draft a Concept Paper outlining the mitigation planning process and a proposal for how the effort will be conducted.
- Solicit participation from local participating communities and citizens in the planning effort.
- Request designation of a Mitigation Update Point of Contact from each community.

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- Form a Planning Team Committee under the auspices of Council of Cities to coordinate the effort.
- Ensure that the public is actively involved in the planning process.

1.2 Conduct Project Kick-Off Workshops and Site Visits

Once the planning team is confirmed, members will meet prior to the kick-off to discuss development of a contact list, hazards list for consideration, meeting dates and documents, and other pertinent information.

To ensure maximum participation by local elected officials, planners, stakeholders and the public, Council of Cities will facilitate a kick-off workshop. Invitees will include elected officials, key community leaders, stakeholders, Floodplain Administrators, Emergency Management Coordinators, Fire District representatives, and members from the private sector such as schools, hospitals and businesses.

The purpose of the kick-off will be to discuss the proposed planning effort and to obtain an initial understanding of any concerns and issues regarding hazard mitigation, preparedness and sustainable development. The initial workshops will be used to discuss Hazard Mitigation Plan requirements, timetable, proposed strategy, and public participation, and obtain feedback to help refine the process.

1.3 Development of Proposed Format for the Hazard Mitigation Plan

The format for the Council of Cities Hazard Mitigation Plan will be developed to be consistent with the requirement of the Federal Emergency Management Agency (FEMA) set forth in 44 CFR Part 201 and 206; the Disaster Mitigation Act of 2000; and with the requirements of Annex P, Hazard Mitigation, issued by the State Division of Emergency Management. Planners will use standards found in FEMA's "Local Mitigation Plan Review Guide" (October, 2011), and the "Local Mitigation Planning Handbook" (March, 2013) as guidance for developing the Plan.

The narrative will indicate who is involved in the planning process and outreach efforts to engage stakeholders and the public. It will also describe methods by which the Planning Team will ensure the public has multiple opportunities to participate in the planning process, including multiple public meetings held at the beginning, mid-point, and conclusion of the planning process. This includes an opportunity for the public to provide input on the final draft version of the Plan at least two weeks before submittal of the recommended plan for local adoption. The narrative will also document how neighboring jurisdictions, governmental agencies, businesses, academia, non-profits, and other interested parties will be involved in the plan maintenance and update process.

Task Two – Conduct the Capability Assessment

The capability assessment has two primary components: an inventory of the participating jurisdictions' relevant plans, ordinances or programs already in place; and an analysis of its capacity to integrate these planning mechanisms into developing a comprehensive mitigation strategy. Careful examination of local capabilities will detect any existing gaps, shortfalls or weaknesses with ongoing government activities that could hinder proposed mitigation activities and possibly exacerbate community hazard vulnerability. The capability assessment will also highlight the positive mitigation measures already in place or being implemented at the local

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government level, which should continue to be supported and enhanced if possible through future mitigation efforts.

For the Kick-off Workshop described above, a capability assessment survey instrument will be developed and provided to all participating jurisdictions. This survey checklist will be utilized to collect information about lessons learned from any previous mitigation activities in each jurisdiction, and perception regarding changes in hazards that affect Council of Cities.

Information gathered in the survey will be documented and capabilities will be evaluated with attention given to previous state, regional or local plans and all regulations and development requirements as established by FEMA.

The effectiveness of previous mitigation actions will be evaluated to identify areas where improvement is needed. The information gathered during this assessment will be documented to help shape the types of policies and projects developed by Council of Cities.

Task Three – Conduct the Risk Assessment

Through the hazard evaluation, and analysis and assessment of risks process the consultant team will compile and analyze information from a variety of national, state and local sources. An HAZUS-MH assessment will be conducted for natural hazards determined by the Planning Team to be a significant or major threat to the planning area. In addition, this team will conduct on-site visits and obtain any input provided by the participating jurisdictions and integrate that input into the overall hazard evaluation by comparing it to any previous risk assessment conducted in conjunction with other local planning mechanisms or sources.

The Plan will reassess and evaluate hazards to obtain the most up-to-date information regarding frequency and impact for the Council of Cities planning area.

3.1 Background Research, Data Collection and Classification

This subtask involves gathering and compiling all the necessary data (non-spatial and spatial) that will be needed to conduct a thorough hazard and risk evaluation. This information will include but is not limited to:

- Base map data - includes administrative boundaries, transportation networks, water areas and courses, hydrology, etc.
- Hazard specific data - includes information such as Digital Elevation Models, climate and weather data, geology, soils, and flood zones, etc.
- Critical Facilities – those facilities that provide services to the community and should be functional after a hazard event. Critical facilities include hospitals, police stations, fire stations and schools.
- General Building Stock - includes residential, commercial, industrial, agricultural, religious, government, and educational buildings.
- Lifelines and Infrastructure – these are separated into distinct classes (transportation systems and utility lifelines) to provide the ability to differentiate between varying

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lifeline system components with substantially different damage and loss characteristics.

- Social/Demographic Characteristics - used to estimate direct social losses (i.e., vulnerable populations, displaced households, potential casualties, etc.). Social and demographic information is derived from census data that describes the characteristics of the population including age, gender, income, housing and ethnic origin. These characteristics are important descriptors to define social vulnerability.

The consultant team will work closely with the Texas Water Development Board (TWDB), its Texas Natural Resources Information System (TNRIS) and the Texas Geographic Society to gather and compile this information. Where necessary, the information will be compiled into a Geographic Information System (GIS), which will allow the members of the planning team to gain a better understanding of each geographic area and identify areas of concern.

3.2 Hazard Event Profile and Mapping

The consultant team will determine the extent to which specific hazards may affect the project area. The sources of hazards specific to the planning area to be addressed are: earthquake, wildfire, floods, dam/levee failure, drought, winter storm, hurricane, hail, severe thunderstorm, extreme heat.

The development of hazard/damage profiles is an important step in evaluating the changed frequency and impact for risks for the Council of Cities. The team will utilize skilled personnel to conduct statistical analysis to relate frequency to intensity. This will allow an analysis of variations of intensity within each type hazard event (50-Year Flood, 100-Year Flood, etc.) as well as determine probability (frequency) of future events occurring. By developing *hazard intensity-frequency* relationships for each hazard, the team will determine:

- The likelihood or probability of the natural hazard occurring, measured in terms of frequency (i.e., annual probability) or return period (i.e., years);
- The intensity associated with the event, which refers to the damage generating attributes of a hazard (water depth, wind speed, ground shaking, permanent ground displacement, etc.).

Where applicable, Council of Cities will produce a series of natural hazard maps to reflect the analysis. These maps will provide a spatial understanding (location and extent) of hazard intensity that is related to a specific return period.

3.3 Vulnerability Assessment

The consultant team will conduct a vulnerability analysis to determine the potential for detrimental impacts of hazards on critical facilities, general building stock, lifelines and infrastructure, populations and economic and financial assets. This analysis will provide Council of Cities with a risk assessment approach that is consistent with Disaster Mitigation Act of 2000 and Texas Division of Emergency Management criteria. Specifically, the team will estimate damages in terms of potential dollar losses to property and populations. Methodologies for the impact and consequence assessment will be well documented to assure replication and data tabulations and/or map(s) that illustrate the potential losses in the hazard impact areas. These include, but are not limited to:

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Critical Facilities

- Physical Building Damage
- Loss of Functionality

General Building Stock

- General building stock will be classified by the following occupancies: residential, commercial, industrial, agricultural, religious, government, and educational buildings.

Lifelines and Infrastructure

- Lifelines and infrastructure will be classified into transportation lifelines and utility lifelines. The following impacts will be calculated for the each lifeline classes.
 - Physical Damage
 - Functionality of System

Social/Demographic Characteristics

- Vulnerable Populations

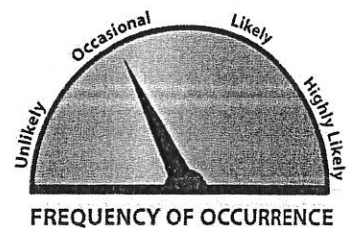
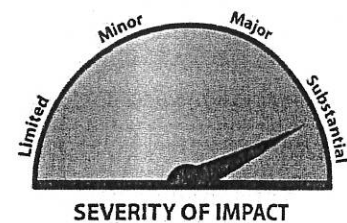
3.4 Risk Assessment

The consultants for Council of Cities will utilize GIS and other information technologies to aggregate data to be portrayed on both maps and spreadsheets to demonstrate current risk. Estimates will show potential damages, injuries and costs within specific areas and across the entire County.

The risk assessment will provide estimates of the probability of various levels of damage to provide local decision makers and members of the private sector, such as school systems, with a more complete understanding of the full range of natural hazards that they face and potential casualties, damages and economic losses from different hazard events.

This comprehensive risk methodology provides the mechanism for participating community officials to target limited resources to those areas that have the highest vulnerability to natural hazards.

The quantitative assessment provides a basis to compare current risks to Council of Cities planning area with any previous risk analysis. This information can facilitate sustainable risk management decisions to implement future planning and development projects. It also provides a basis to assess changing vulnerability due to growth and development patterns.



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Task Four – Develop and Review Plan Strategies and Planning Mechanisms for Integrating the Plan

The consultant team will work with the planning committee to develop a Plan Review section to include a schedule for monitoring, evaluating, and updating the plan and what elements or processes will be employed. These procedures will also include a description of the method and schedule to be used over the next five (5) years to monitor, evaluate, and update the plan.

Procedures will also include a description of how the communities will be kept involved during the plan maintenance process over the next five (5) years and a description of how Council of Cities and participating jurisdictions will involve the public during the plan maintenance process.

The Plan Review section will include a description of the process and procedures by which Council of Cities and the participating jurisdictions incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Task Five – Develop and Prioritize New Mitigation Actions

5.1 Review and Analysis of Previous Mitigation Actions

As required by the Texas Division of Emergency Management, existing policies, plans, practices and programs will be collected from Council of Cities and analyzed. Sources of information will include: other Hazard Mitigation Grant Projects; Public Assistance program projects; FEMA; U.S. Army Corps of Engineers (USACE); U.S. Fire Administration; National Oceanic and Atmospheric Administration (NOAA); Texas Water Development Board (TWDB); Texas Division of Emergency Management (TDEM); State of Texas Mitigation Plan; flood insurance studies and reports; identification of the type and date of current floodplain maps and repetitive loss properties

The planning team will review and evaluate any previous or existing mitigation actions as well as policies, plans, practices and programs based upon the documentation provided above. For each hazard identified in hazard identification and risk assessment, the consultants will determine if local programs have identified that risk and will assess strengths, weaknesses, innovations and gaps in risks being addressed.

An analysis will be included stating whether any previous mitigation actions have been completed, including any details and lessons learned. Ongoing activities or those actions that are in the process of garnering funds will be left in the plan with a “deferred” analysis.

5.2 Create a Mitigation Strategy and Mitigation Action Plan

Based on the background research, the risk assessment described in previous steps, and input received, the consultants and the Council of Cities planning members will focus on specific and prioritized mitigation actions that will reduce the impact of current hazards to be included in the Plan. The consultants will work with each participating jurisdiction at the mitigation strategy workshop, to identify mitigation goals and objectives and specific mitigation strategies that will reduce the impact of future hazard events. The mitigation strategy will include a discussion of the status of pre-and post-disaster hazard management policies, programs and capabilities to mitigate the hazards in the areas. Strategies will be consistent with parameters identified in the

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capability assessment. At least two actions, and of two different types will be identified for each hazard for each participating jurisdiction or entity.

Community officials will determine the feasibility for implementation of each policy or project after an examination of the proposed actions. Jurisdictions will prioritize the mitigation actions, as required by the State and FEMA based upon:

- Their potential impact in reducing overall risk to lives and property from all hazards;
- Ease of implementation;
- Community and political support; and
- Potential funding sources.

Based on these factors, mitigation actions will be characterized as high, moderate or low priority in the plan.

Task Six – Conduct Public Outreach

Public involvement is a critical component of hazard mitigation planning. Therefore, public input will be sought by the Planning Committee through a variety of mechanisms. Public meetings will be conducted at various stages of the planning process to gather input from the general public and elected officials to develop mitigation strategies. These meetings will be conducted throughout the planning process to ensure that the input and insights of members of the general public are available to the consultant team, and the public has opportunity to evaluate the draft plan prior to approval.

The consultant team has extensive experience working with elected officials and the general public to build consensus for mitigation projects and actions. The meetings will be geared to attract a large cross-section of individuals from both the private and public sector of the County, including local businesses, academia and hospitals. A series of strategic planning materials will be developed for the meetings. The materials will be written with the general public in mind to communicate clearly what the planning process is designed to do and to present: 1) the results of the risk reassessment and vulnerability analysis; 2) a list of possible hazard mitigation actions; and 3) an updated methodology for defining action requirements for project implementation.

The planning committee will provide an announcement for the public meetings in prominent areas for the public as well as solicit involvement from local school systems and other private organizations. Members of the consultant team will also be available for media interviews. Announcements will also be posted well in advance in local papers and at government buildings.

6.1 Outreach with strategic partners

Throughout the project, outreach will also be conducted on an on-going basis with local elected officials, the media, members of the private sector, such as school systems and strategic partners throughout the project area. In conducting outreach, the consultant team will build on previous successes in engaging the public, the media and key stakeholders. Periodic updates will be provided to the media and key stakeholders about the planning process and how they can participate. This will help ensure that the federal and state public participation requirements are fully met. Planning team members will also be available to participate in meetings of key

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stakeholders to engage them in the process and provide information for the local jurisdictions, stakeholders and the public to post on their respective websites.

6.2 Development of a Hazard Survey and Analysis of Results

A Hazard Survey will be developed and posted on the City of Los Fresnos's website and other Planning Team websites. The survey form will seek information from the public about hazards that have impacted them in the past and those that they feel will have the greatest impact in the future. Survey results will be compiled by the consultant team and will also appear as a part of the Hazard Mitigation Plan.

Task Seven – Develop and Submit Draft Hazard Mitigation Plan

Based on its planning efforts, Council of Cities will develop a draft Hazard Mitigation Plan, which at a minimum, will comply with all State and Federal requirements and include:

- Documentation of community planning processes, policies, capabilities and involvement of the public;
- A section on Hazard Identification and Risk Assessment (including how each jurisdiction's risks vary from the risks faced by the entire planning area);
- Mitigation vision, goals and objectives;
- Mitigation actions and strategies specific to the planning area (including prioritized list of actions and implementation plans, to include costs, benefits, responsible organization, implementation schedule, priority, and potential funding sources); and
- Documentation that all participating jurisdictions will formally adopt the plan.

The initial draft Hazard Mitigation Plan will be provided to the Texas Division of Emergency Management. As required by the TDEM, a FEMA Crosswalk will be completed and provided along with the draft plan. After TDEM conducts its initial evaluation of the draft Plan, it will be forwarded to FEMA Region VI in Denton, Texas, for review and approval of the draft.

The final Hazard Mitigation Plan will be developed, taking into consideration any comments from the state and local officials. In accordance with both federal regulations and state guidelines, immediately upon approval of the draft Plan by the state and FEMA, the Plan will be provided to Council of Cities and its' jurisdictions for approval and adoption.

Task Eight - Approval and Adoption

Once all elements of the Plan required by the state and FEMA are met, each participating jurisdiction will then proceed with the adoption process, which demonstrates each participating jurisdiction's commitment to implementing the mitigation strategy and authorizes each jurisdiction to execute their actions. The Sub-grantee, along with the Planning Team representative of each participating community, will work with their respective local governing body to approve and adopt the final Hazard Mitigation plan by formal resolution. Each jurisdiction will submit documentation of adoption to the state.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1344)

DOC ID: 1344 A

**Consideration and ACTION to approve a Resolution
supporting Cameron County to create a Cameron County
Healthcare District.**

Attached is a resolution Senator Lucio and Representative Olivera would like the Council to pass in support of creating a hospital district. This is to help fund healthcare. If passed by the legislature it would be on the November ballot for voter consideration. It would be a maximum of \$0.25 per \$100 valuation of property. History would indicate that you should plan on the maximum. As indicated in the documentation most districts have a maximum tax rate of \$0.75 per \$100 valuation of property.

RESOLUTION NO. 09-2015**A RESOLUTION OF THE CITY OF LOS FRESNOS CITY COUNCIL SUPPORTING CAMERON COUNTY TO CREATE A CAMERON COUNTY HEALTHCARE DISTRICT.**

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, Cameron County has a disproportionately large population of men, women and children who are uninsured and do not have adequate income or resources to pay for health care for themselves or their families;

WHEREAS, each community in Cameron County, including City of Los Fresnos, has a substantial number of needy individuals either residing in or employed and working within its boundaries;

WHEREAS, the burden of providing healthcare for the indigent population is currently the responsibility of the Cameron County government and also falls on the shoulders of local hospitals and other private medical providers who treat and care for the needy for little or no compensation;

WHEREAS, under the Texas constitution and our laws, local voters can be given an opportunity to decide through an election whether to create a district, known as a hospital or healthcare district, to assume the responsibility from the county to provide medical care for the indigent population;

WHEREAS, compared to the rest of Texas and the United States, there is a severe shortage of primary care and specialty physicians, as well as most other healthcare professionals, throughout Cameron County and the rest of the Rio Grande Valley;

WHEREAS, throughout Texas, medical schools and hospital districts are partners in arrangements through which the medical school and its faculty play a critically important role in the medical care of indigent patients and the hospital district, through payments for those services, provides opportunities and support for the education and training of medical students and residents;

WHEREAS, to help address indigent healthcare needs in Cameron County and to support The University of Texas Rio Grande Valley School of Medicine, Senator Eddie Lucio, Jr. and Representatives Rene Oliveira and Eddie Lucio III are willing to introduce bills in the 84th Texas Legislature to allow the voters of Cameron County to create a Cameron County Healthcare District through a local election if they choose to do so;

WHEREAS, the proposed bill does not actually create a hospital or healthcare district but instead reserves that decision exclusively to the voters of Cameron County in an election which may be held in the future for that specific purpose;

WHEREAS, as an additional safeguard for Cameron County taxpayers, the proposed bill will include an absolute maximum tax rate of \$0.25 per \$100 valuation (although most hospital districts across Texas have a cap of \$0.75 per \$100) and will also require the Cameron County Commissioners Court to lower its tax rate in the first year after the creation of a healthcare district to account for the reduction in Cameron County spending on indigent health care; and

WHEREAS, the elected members of the governing body of **City of Los Fresnos** believe it is essential that the voters in their community and throughout Cameron County have the opportunity to make an informed choice about the creation of a healthcare district which could improve the quality of and access to medical treatment for indigent residents while, at the same time, enhancing education opportunities at the UTRGV School of Medicine and increasing the numbers of physicians and healthcare professionals available to treat the entire population of our county and region.

NOW, THEREFORE, BE IT RESOLVED that:

We, the elected members of the governing body of **City of Los Fresnos** join Cameron County and cities and towns throughout our county in a showing and spirit of unity and cooperation and do hereby wholeheartedly and enthusiastically express our full support for the bills filed or to be filed in the 84th Texas Legislature by Senator Eddie Lucio, Jr. and Representatives Rene Oliveira and Eddie Lucio III to allow the voters of Cameron County to choose to create a Cameron County Healthcare District through a future local election.

Be it further resolved that we applaud the efforts of Senator Lucio and Representatives Oliveira and Lucio to take bold action to improve healthcare in our community and to maximize the potential of our new UTRGV medical school while, at the same time, including protections for our local taxpayers.

Adopted on this 14th day of April, 2015.

Polo Narvaez, Mayor
City of Los Fresnos

Attest:

Pam Denny, City Secretary

By: Lucio

S.B. No. 2034

A BILL TO BE ENTITLED

1 AN ACT
2 relating to the creation of the Cameron County Healthcare District;
3 granting the authority to impose a tax and issue bonds; granting the
4 power of eminent domain.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Subtitle A, Title 3, Special District Local Laws
7 Code, is amended by adding Chapter 1121 to read as follows:

8 CHAPTER 1121. CAMERON COUNTY HEALTHCARE DISTRICT

9 SUBCHAPTER A. GENERAL PROVISIONS

10 Sec. 1121.001. DEFINITIONS. In this chapter:

11 (1) "Board" means the board of directors of the
12 district.

13 (2) "Director" means a member of the board.

14 (3) "District" means the Cameron County Healthcare
15 District.

16 Sec. 1121.002. DISTRICT AUTHORIZATION. The Cameron County
17 Healthcare District may be created and, if created, operates and is
18 financed as a hospital district as provided by Section 9, Article
19 IX, Texas Constitution, and by this chapter.

20 Sec. 1121.003. ESSENTIAL PUBLIC FUNCTION. The district is
21 a public entity performing an essential public function.

22 Sec. 1121.004. DISTRICT TERRITORY. The boundaries of the
23 district are coextensive with the boundaries of Cameron County.

24 Sec. 1121.005. DISTRICT SUPPORT AND MAINTENANCE NOT STATE

Attachment: SB 2034 (CCHD - Lucio)(Introduced Version) (1344 : Resolution for Cameron County)

S.B. No. 2034

OBLIGATION. The state may not be obligated for the support or maintenance of the district.

Sec. 1121.006. RESTRICTION ON STATE FINANCIAL ASSISTANCE. The legislature may not make a direct appropriation for the construction, maintenance, or improvement of a district facility.

SUBCHAPTER A-1. TEMPORARY PROVISIONS

Sec. 1121.021. CREATION ELECTION; ORDERING ELECTION. (a) The district may be created and a tax may be authorized only if the creation and the tax are approved by a majority of the registered voters of the territory of the proposed district voting at an election called and held for that purpose.

(b) The Cameron County Commissioners Court shall order an election for the registered voters of Cameron County on the question of creation of the Cameron County Healthcare District if the commissioners court receives a petition requesting an election that is signed by at least 100 registered voters who are residents of Cameron County.

(c) The order calling an election under this section must state:

(1) the nature of the election, including the proposition that is to appear on the ballot;

(2) the date of the election;

(3) the hours during which the polls will be open; and

(4) the location of the polling places.

(d) Section 41.001(a), Election Code, does not apply to an election ordered under this section.

(e) The Cameron County Commissioners Court shall give

Attachment: SB 2034 (CCHD - Lucio)(Introduced Version) (1344 : Resolution for Cameron County)

S.B. No. 2034

notice of an election under this section by publishing a substantial copy of the election order in a newspaper with general circulation in Cameron County once a week for two consecutive weeks. The first publication must appear not later than the 30th day before the date set for the election.

(f) The ballot for an election under this section must be printed to permit voting for or against the proposition: "The creation of the Cameron County Healthcare District, providing for the imposition of an ad valorem tax at a rate determined by the board of directors of the district, which rate may not exceed 25 cents on each \$100 valuation of all taxable property in the district. District funds shall be used for district purposes, including providing medical and hospital care for the needy inhabitants of Cameron County, improving health care services for inhabitants of Cameron County, supporting the School of Medicine at The University of Texas Rio Grande Valley, training physicians, nurses, and other health care professionals, obtaining federal or state funds for health care services, and providing community health clinics, primary care services, behavioral and mental health care services, and prevention and wellness programs."

(g) The Cameron County Commissioners Court shall find that the Cameron County Healthcare District is created if a majority of the voters voting in the election held under this section favor the creation of the district.

SUBCHAPTER B. DISTRICT ADMINISTRATION

Sec. 1121.051. DIRECTORS; TERM. (a) If the creation of the district is approved at the election held under Section 1121.021,

Attachment: SB 2034 (CCHD - Lucio)(Introduced Version) (1344 : Resolution for Cameron County)

S.B. No. 2034

the district shall be governed by a board of nine directors, appointed as follows:

(1) the county judge of Cameron County shall appoint one director;

(2) each county commissioner serving on the Cameron County Commissioners Court shall appoint one director; and

(3) the governing bodies of the four municipalities located in Cameron County that have the greatest amounts of taxable value of property taxable by the district located within their corporate boundaries shall each appoint one director.

(b) Directors serve staggered three-year terms, with three directors' terms expiring each year. The initial directors appointed under this section shall draw lots as follows to determine:

(1) for the directors appointed by the governing bodies of the municipalities in Cameron County described by Subsection (a), which director serves a one-year term, which two directors serve a two-year term, and which director serves a three-year term; and

(2) for the directors appointed by the Cameron County Commissioners Court, including the director appointed by the county judge of Cameron County, which two directors serve a one-year term, which director serves a two-year term, and which two directors serve a three-year term.

(c) On expiration of the initial directors' terms, successor directors shall be appointed for a three-year term by the person or governing body that appointed the initial director.

S.B. No. 2034

1 (d) A director may not serve more than three consecutive
2 three-year terms.

3 Sec. 1121.052. ELIGIBILITY FOR APPOINTMENT TO BOARD. A
4 person is not eligible for appointment to the board if the person
5 is:

6 (1) an employee of Cameron County;

7 (2) an employee of a municipality located in the
8 district;

9 (3) a district employee; or

10 (4) related within the third degree of consanguinity
11 or affinity, as determined under Subchapter B, Chapter 573,
12 Government Code, to a member of the Commissioners Court of Cameron
13 County, to a member of the governing body of a municipality located
14 in the district, or to a person described by Subdivision (1), (2),
15 or (3).

16 Sec. 1121.053. OFFICERS. (a) The board shall elect from
17 among the directors:

18 (1) a chair; and

19 (2) a vice chair to preside in the chair's absence.

20 (b) The board shall elect a director or the district
21 administrator to serve as secretary.

22 Sec. 1121.054. COMPENSATION; REIMBURSEMENT. A director or
23 officer serves without compensation but may be reimbursed for
24 actual expenses incurred in the performance of official duties.
25 The expenses must be:

26 (1) reported in the district's records; and

27 (2) approved by the board.

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1 Sec. 1121.055. DIRECTOR'S BOND. (a) Before assuming the
2 duties of office, each director must execute a bond in the amount of
3 \$5,000 payable to the district and conditioned on the faithful
4 performance of the director's duties.

5 (b) The bond shall be kept in the permanent records of the
6 district.

7 (c) The board may pay for a director's bond with district
8 money.

9 Sec. 1121.056. BOARD VACANCY. A vacancy in the office of
10 director shall be filled for the remainder of the unexpired term by
11 appointment by the person or governing body that appointed the
12 vacating director.

13 Sec. 1121.057. VOTING REQUIREMENT. A concurrence of a
14 majority of the directors voting is necessary in matters relating
15 to district business.

16 Sec. 1121.058. DISTRICT ADMINISTRATOR; ADMINISTRATOR'S
17 BOND. (a) The board may appoint a qualified person as district
18 administrator.

19 (b) The district administrator serves at the will of the
20 board.

21 (c) The district administrator is entitled to compensation
22 determined by the board.

23 (d) Before assuming the duties of district administrator,
24 the administrator must execute a bond payable to the district in an
25 amount not less than \$5,000, as determined by the board,
26 conditioned on the faithful performance of the administrator's
27 duties.

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(e) The board may pay for the bond with district money.

Sec. 1121.059. GENERAL DUTIES OF DISTRICT ADMINISTRATOR.

Subject to the limitations prescribed by the board, the district administrator shall:

(1) supervise the work and activities of the district;

and

(2) direct the general affairs of the district.

Sec. 1121.060. ASSISTANT DISTRICT ADMINISTRATOR; ATTORNEY.

(a) The board may appoint qualified persons as assistant district administrator and attorney for the district.

(b) The assistant district administrator and attorney for the district serve at the will of the board.

(c) The assistant district administrator and attorney for the district are entitled to compensation determined by the board.

Sec. 1121.061. EMPLOYEES. (a) The district may employ nurses, technicians, fiscal agents, accountants, architects, additional attorneys, and other necessary employees.

(b) The board may delegate to the district administrator the authority to employ persons for the district.

Sec. 1121.062. RECRUITMENT OF MEDICAL STAFF AND EMPLOYEES.

The board may spend district money, enter into agreements, and take other necessary actions to recruit physicians and other persons to serve as medical staff members or district employees. The actions may include:

(1) advertising and marketing;

(2) paying travel, recruitment, and relocation expenses;

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1 (3) providing a loan or scholarship to a physician or a
 2 person currently enrolled in health care education courses at an
 3 institution of higher education who contracts to become a medical
 4 staff member or district employee; or

5 (4) contracting with a full-time medical student or
 6 other student in a health occupation who is enrolled in and in good
 7 standing at an accredited medical school, college, or university to
 8 pay the student's tuition or other expenses for the consideration
 9 of the student agreeing to serve as an employee or independent
 10 contractor for the district.

11 Sec. 1121.063. APPOINTMENT AND REMOVAL OF MEDICAL STAFF.

12 The board may:

13 (1) appoint to the medical staff any doctor the board
 14 considers necessary for the efficient operation of the district;

15 (2) remove any doctor from the medical staff, after
 16 due process, if the board considers the doctor's removal necessary
 17 for the efficient operation of the district; and

18 (3) make temporary appointments to the medical staff
 19 as the board considers necessary.

20 Sec. 1121.064. RETIREMENT BENEFITS. The board may provide
 21 retirement benefits for district employees by:

22 (1) establishing or administering a retirement
 23 program; or

24 (2) participating in:

25 (A) the Texas County and District Retirement
 26 System; or

27 (B) another statewide retirement system in which

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1 the district is eligible to participate.

2 SUBCHAPTER C. POWERS AND DUTIES

3 Sec. 1121.101. DISTRICT RESPONSIBILITY. The district has
 4 full responsibility for operating the district's hospital
 5 facilities and providing medical and hospital care for the
 6 district's needy inhabitants.

7 Sec. 1121.102. MANAGEMENT, CONTROL, AND ADMINISTRATION.
 8 The board shall manage, control, and administer the district and
 9 the money and resources of the district.

10 Sec. 1121.103. RULES. The board may adopt rules governing:
 11 (1) the operation of the district and any district
 12 hospital; and

13 (2) the duties, functions, and responsibilities of
 14 district staff and employees.

15 Sec. 1121.104. PURCHASING AND ACCOUNTING PROCEDURES. The
 16 board may prescribe:

17 (1) the method of making purchases and expenditures by
 18 and for the district; and

19 (2) accounting and control procedures for the
 20 district.

21 Sec. 1121.105. PROVISION OF CERTAIN HEALTH SERVICES. (a)
 22 The district may operate or provide for the operation of a mobile
 23 emergency medical service.

24 (b) The district may operate or provide for home health
 25 services, long-term care, skilled nursing care, intermediate
 26 nursing care, or hospice care.

27 Sec. 1121.106. DISTRICT PROPERTY, FACILITIES, AND

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1 EQUIPMENT. (a) The board shall determine:

2 (1) the type, number, and location of buildings
 3 required to maintain an adequate health care district; and

4 (2) the type of equipment necessary to provide medical
 5 care in the district.

6 (b) The board may:

7 (1) acquire property, facilities, and equipment for
 8 use by the district;

9 (2) mortgage or pledge the property, facilities, or
 10 equipment as security for payment of the purchase price;

11 (3) sell or otherwise dispose of property, facilities,
 12 or equipment for the district; or

13 (4) lease hospital facilities for the district.

14 Sec. 1121.107. OPERATING AND MANAGEMENT CONTRACTS. The
 15 board may enter into operating or management contracts relating to
 16 hospital or other health care facilities for the district.

17 Sec. 1121.108. SERVICE CONTRACTS. (a) The board may
 18 contract with public or private hospitals, clinics, physicians or
 19 other health care providers, political subdivisions of the state,
 20 accredited public or private medical schools and their affiliated
 21 nonprofit entities or faculty practice plans, allied health
 22 education institutions, or state and federal agencies for the
 23 district to provide a mobile emergency medical service or other
 24 medical, hospital, or health care services needed to provide for
 25 the investigatory, welfare, medical, or health care needs of
 26 inhabitants of the district.

27 (b) The board may contract with a person to receive or

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supply the services the board considers necessary for the effective operation of the district.

Sec. 1121.109. EMINENT DOMAIN. (a) The district may exercise the power of eminent domain to acquire a fee simple or other interest in property located in district territory if the interest is necessary for the district to exercise the rights or authority conferred by this chapter.

(b) The district must exercise the power of eminent domain in the manner provided by Chapter 21, Property Code, except that the district is not required to deposit with the trial court money or a bond as provided by Section 21.021(a), Property Code.

(c) In a condemnation proceeding brought by the district, the district is not required to:

(1) pay in advance or provide bond or other security for costs in the trial court;

(2) provide bond for the issuance of a temporary restraining order or a temporary injunction; or

(3) provide a bond for costs or a supersedeas bond on an appeal or petition for review.

Sec. 1121.110. COST OF RELOCATING OR ALTERING PROPERTY. In exercising the power of eminent domain, if the board requires relocating, raising, lowering, rerouting, changing the grade, or altering the construction of any railroad, highway, pipeline, or electric transmission and electric distribution, telegraph, or telephone line, conduit, pole, or facility, the district shall pay the actual cost of that activity to provide a comparable replacement, without enhancement of facilities, after deducting

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1 the net salvage value derived from the old facility.

2 Sec. 1121.111. GIFTS AND ENDOWMENTS. The board may accept
 3 for the district a gift or endowment to be held in trust for any
 4 purpose and under any direction, limitation, or provision in
 5 writing by the donor that is consistent with the proper management
 6 of the district.

7 Sec. 1121.112. PAYMENT FOR TREATMENT; PROCEDURES. (a)
 8 When a person who resides in the district is admitted as a patient
 9 to a district facility or receives medical or hospital care from the
 10 district, the district administrator may have an inquiry made into
 11 the financial circumstances of:

12 (1) the patient; and

13 (2) a relative of the patient who is legally
 14 responsible for the patient's support.

15 (b) To the extent that the patient or a relative of the
 16 patient who is legally responsible for the patient's support cannot
 17 pay for care and treatment provided by the district, the district
 18 shall supply the care and treatment without charging the patient or
 19 the patient's relative.

20 (c) On determining that the patient or a relative legally
 21 responsible for the patient's support can pay for all or part of the
 22 care and treatment provided by the district, the district
 23 administrator shall report that determination to the board, and the
 24 board shall issue an order directing the patient or the relative to
 25 pay the district a specified amount each week. The amount must be
 26 based on the person's ability to pay.

27 (d) The district administrator may collect money owed to the

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1 district from the patient's estate or from that of a relative
2 legally responsible for the patient's support in the manner
3 provided by law for the collection of expenses in the last illness
4 of a deceased person.

5 (e) If there is a dispute relating to a person's ability to
6 pay or if the district administrator has any doubt concerning a
7 person's ability to pay, the board shall call witnesses, hear and
8 resolve the question, and issue a final order. The order may be
9 appealed to a district court in Cameron County. The substantial
10 evidence rule applies to an appeal under this subsection.

11 Sec. 1121.113. REIMBURSEMENT FOR SERVICES. (a) If the
12 district provides care or treatment to a sick or injured person who
13 is not an inhabitant of Cameron County, the board shall require the
14 county, municipality, or public hospital located outside of the
15 district and in which the person is an inhabitant to reimburse the
16 district for the district's care and treatment of that person as
17 provided by Chapter 61, Health and Safety Code.

18 (b) The board shall require the sheriff of Cameron County to
19 reimburse the district for the district's care and treatment of a
20 person who is confined in a jail facility of Cameron County and is
21 not a resident of the district.

22 (c) On behalf of the district, the board may contract with
23 the state or federal government for that government to reimburse
24 the district for treatment of a sick or injured person.

25 Sec. 1121.114. NONPROFIT CORPORATION. (a) The district
26 may create and sponsor a nonprofit corporation under the Business
27 Organizations Code and may contribute money to or solicit money for

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1 the corporation.

2 (b) A corporation created under this section may use money
 3 contributed by the district only for a district purpose, including
 4 the provision of health care or other services the district is
 5 authorized to provide under this chapter.

6 (c) The corporation may invest the corporation's money in
 7 any manner in which the district may invest the district's money,
 8 including investing money as authorized by Chapter 2256, Government
 9 Code.

10 (d) The board shall establish controls to ensure that the
 11 corporation uses its money as required by this section.

12 Sec. 1121.115. LOANS AND GRANTS FOR ECONOMIC DEVELOPMENT
 13 PURPOSES. Under the authority granted by Section 52-a, Article
 14 III, Texas Constitution, the district may loan or grant money to any
 15 person for the development of medical education and research in the
 16 district.

17 Sec. 1121.116. AUTHORITY TO SUE AND BE SUED. The board may
 18 sue and be sued on behalf of the district.

19 Sec. 1121.117. CONSTRUCTION CONTRACTS; ADVERTISING FOR
 20 CERTAIN CONSTRUCTION CONTRACTS. (a) The board may enter into a
 21 construction contract on the district's behalf.

22 (b) The board may enter into a construction contract only
 23 after competitive bidding as provided by Subchapter B, Chapter 271,
 24 Local Government Code, if the amount of the contract is greater than
 25 the amount provided by Section 271.024 of that code.

26 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

27 Sec. 1121.151. BUDGET. (a) The board and the district

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1 administrator shall jointly prepare a proposed annual budget for
2 the district.

3 (b) The proposed budget must contain a complete financial
4 statement, including a statement of:

5 (1) the outstanding obligations of the district;

6 (2) the amount of cash on hand to the credit of each
7 fund of the district;

8 (3) the amount of money received by the district from
9 all sources during the previous year;

10 (4) the amount of money available to the district from
11 all sources during the ensuing year;

12 (5) the amount of the balances expected at the end of
13 the year in which the budget is being prepared;

14 (6) the estimated amount of revenues and balances
15 available to cover the proposed budget; and

16 (7) the estimated tax rate required.

17 Sec. 1121.152. NOTICE; HEARING; ADOPTION OF BUDGET. (a)
18 The board shall hold a public hearing on the proposed budget.

19 (b) The board shall publish notice of the hearing in a
20 newspaper with general circulation in the district not later than
21 the 10th day before the date of the hearing.

22 (c) Any district resident is entitled to be present and
23 participate at the hearing.

24 (d) At the conclusion of the hearing, the board shall adopt
25 a budget by acting on the proposed budget. The board may make a
26 change in the proposed budget that the board determines to be in the
27 interests of the taxpayers.

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1 (e) The budget is effective only after adoption by the
2 board.

3 Sec. 1121.153. AMENDMENT OF BUDGET. After the budget is
4 adopted, the budget may be amended if the proposed amendment is
5 adopted by the board.

6 Sec. 1121.154. FISCAL YEAR. (a) The district operates
7 according to a fiscal year established by the board.

8 (b) The fiscal year may not be changed:

9 (1) during a period in which revenue bonds of the
10 district are outstanding; or

11 (2) more than once in a 24-month period.

12 Sec. 1121.155. ANNUAL AUDIT. The board shall have an annual
13 audit made of the financial condition of the district.

14 Sec. 1121.156. INSPECTION OF ANNUAL AUDIT AND DISTRICT
15 RECORDS. The annual audit and other district records are open to
16 inspection during regular business hours at the principal office of
17 the district.

18 Sec. 1121.157. FINANCIAL REPORT. As soon as practicable
19 after the close of each fiscal year, the district administrator
20 shall prepare for the board a sworn statement of the amount of
21 district money and an account of the disbursement of that money.

22 Sec. 1121.158. SHORT-TERM FINANCING. The district may
23 borrow money through short-term financing.

24 Sec. 1121.159. DEBT LIMITATION. Except as provided by this
25 chapter and Chapter 1207, Government Code, the district may not
26 incur a debt payable from district revenue other than revenue
27 available in the current fiscal year and the immediately following

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fiscal year of the district.

Sec. 1121.160. DEPOSITORY. (a) The board shall select at least one bank to serve as a depository for district money.

(b) The board may solicit bids from local financial institutions to determine which institution may serve as a depository for district money.

(c) District money, other than money invested as provided by Section 1121.161 and money transmitted to a bank for payment of bonds or obligations issued or assumed by the district, shall be deposited as received with the depository bank and shall remain on deposit. This subsection does not limit the board's power to place part of the district's money on time deposit or to purchase certificates of deposit.

Sec. 1121.161. RESTRICTION ON INVESTMENT. The board may invest operating, depreciation, or building reserves only in funds or securities specified by Chapter 2256, Government Code.

SUBCHAPTER E. BONDS

Sec. 1121.201. GENERAL OBLIGATION BONDS. If authorized by an election, the board may issue and sell general obligation bonds in the name and on the faith and credit of the district to:

(1) purchase, construct, acquire, repair, or renovate buildings or improvements;

(2) equip buildings or improvements for district purposes; or

(3) acquire and operate a mobile emergency medical service.

Sec. 1121.202. TAX TO PAY GENERAL OBLIGATION BONDS. (a) At

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the time general obligation bonds are issued by the district under Section 1121.201, the board shall impose an ad valorem tax in an amount sufficient to create an interest and sinking fund to pay the principal of and interest on the bonds as the bonds mature.

(b) The tax required by this section together with any other tax the district imposes in any year may not exceed the limit approved by the voters at the election authorizing the imposition of taxes.

Sec. 1121.203. GENERAL OBLIGATION BOND ELECTION. (a) The district may issue general obligation bonds only if the bonds are authorized by a majority of the voters voting in an election held for that purpose.

(b) The board may order a bond election. The order calling the election must specify:

- (1) the nature and date of the election;
- (2) the hours during which the polls will be open;
- (3) the location of polling places;
- (4) the amounts of the bonds to be authorized; and
- (5) the maximum maturity of the bonds.

(c) Notice of a bond election must be given as provided by Chapter 1251, Government Code.

(d) The board shall declare the results of the election.

Sec. 1121.204. REVENUE BONDS. (a) The board may issue revenue bonds to:

- (1) acquire, purchase, construct, repair, renovate, or equip buildings or improvements for district purposes;
- (2) acquire sites to be used for district purposes; or

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(3) acquire and operate a mobile emergency medical service to assist the district in carrying out its purposes.

(b) The bonds must be payable from and secured by a pledge of all or part of the revenues derived from the operation of the district.

(c) The bonds may be additionally secured by a mortgage or deed of trust lien on all or part of the district property.

(d) The bonds must be issued in the manner provided by Sections [264.042](#), [264.043](#), [264.046](#), [264.047](#), [264.048](#), and [264.049](#), Health and Safety Code, for issuance of revenue bonds by county hospital authorities.

Sec. 1121.205. MATURITY. District bonds must mature not later than 40 years after the date of their issuance.

Sec. 1121.206. EXECUTION OF BONDS. (a) The board chair shall execute district bonds in the district's name.

(b) The board secretary shall countersign the bonds in the manner provided by Chapter 618, Government Code.

Sec. 1121.207. BONDS NOT SUBJECT TO TAXATION. The following are not subject to taxation by the state or by a political subdivision of the state:

(1) bonds issued by the district;

(2) any transaction relating to the bonds; and

(3) profits made in the sale of the bonds.

SUBCHAPTER F. AD VALOREM TAX

Sec. 1121.251. IMPOSITION OF AD VALOREM TAX. (a) The board shall impose a tax on all property in the district subject to taxation by the district.

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1 (b) The tax may be used to pay:

2 (1) indebtedness issued or assumed by the district;

3 and

4 (2) the maintenance and operating expenses of the
5 district.

6 (c) The district may not impose a tax to pay the principal of
7 or interest on revenue bonds issued under this chapter.

8 Sec. 1121.252. LIMITATION ON TAX RATE. (a) The tax rate on
9 all taxable property in the district for all purposes may not exceed
10 25 cents on each \$100 valuation of the property according to the
11 most recent certified tax appraisal roll of the district.

12 (b) In setting the tax rate, the board shall consider
13 district income from sources other than taxation.

14 (c) Section 285.231, Health and Safety Code, does not apply
15 to the district.

16 Sec. 1121.253. REDUCTION IN AD VALOREM TAX RATE BY COUNTY.
17 The Cameron County Commissioners Court, in determining the county
18 ad valorem tax rate for the first year in which the district imposes
19 ad valorem taxes on property in the district, shall:

20 (1) take into account the decrease in the amount the
21 county will spend for health care purposes in that year because the
22 district is providing health care services previously provided or
23 paid for by the county; and

24 (2) reduce the county's ad valorem tax rate in
25 accordance with the decreased amount of required spending described
26 by Subdivision (1).

27 Sec. 1121.254. RESIDENCE HOMESTEAD TAX PROVISIONS

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1 APPLICABLE. (a) The board shall ensure that all district residents
 2 receive all ad valorem tax exemptions and limitations that the
 3 residents are entitled to receive under the constitution and the
 4 Tax Code.

5 (b) The board shall adopt an exemption from ad valorem
 6 taxation by the district of a portion of the appraised value of a
 7 district resident's residence homestead as provided by Section
 8 11.13(d), Tax Code. Unless the board specifies a larger amount as
 9 provided by Section 11.13(e), Tax Code, the amount of the exemption
 10 required to be adopted by the board under this subsection is \$3,000
 11 of the appraised value of a district resident's residence
 12 homestead. Section 11.13(f), Tax Code, applies to an exemption
 13 adopted by the board under this subsection.

14 Sec. 1121.255. PROHIBITION ON PARTICIPATION IN TAX
 15 INCREMENT FUND. The district may not enter into an agreement to
 16 participate in a reinvestment zone designated by a municipality or
 17 a county under Chapter 311, Tax Code.

18 Sec. 1121.256. TAX ASSESSOR-COLLECTOR. The board may
 19 provide for the appointment of a tax assessor-collector for the
 20 district or may contract for the assessment and collection of taxes
 21 as provided by the Tax Code.

22 SUBCHAPTER G. DISSOLUTION

23 Sec. 1121.301. DISSOLUTION; ELECTION. (a) The district
 24 may be dissolved only on approval of a majority of the voters voting
 25 in an election held for that purpose.

26 (b) The board may order an election on the question of
 27 dissolving the district and disposing of the district's assets and

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1 obligations.

2 (c) The board shall order an election if the board receives
 3 a petition requesting an election that is signed by at least 15
 4 percent of the district's registered voters.

5 (d) The order calling the election must state:

6 (1) the nature of the election, including the
 7 proposition that is to appear on the ballot;

8 (2) the date of the election;

9 (3) the hours during which the polls will be open; and

10 (4) the location of the polling places.

11 (e) Section 41.001(a), Election Code, does not apply to an
 12 election ordered under this section.

13 Sec. 1121.302. NOTICE OF ELECTION. (a) The board shall
 14 give notice of an election under this subchapter by publishing a
 15 substantial copy of the election order in a newspaper with general
 16 circulation in the district once a week for two consecutive weeks.

17 (b) The first publication must appear not later than the
 18 30th day before the date set for the election.

19 Sec. 1121.303. BALLOT. The ballot for an election under
 20 this subchapter must be printed to permit voting for or against the
 21 proposition: "The dissolution of the Cameron County Healthcare
 22 District."

23 Sec. 1121.304. ELECTION RESULTS. (a) If a majority of the
 24 votes in an election under this subchapter favor dissolution, the
 25 board shall order that the district be dissolved.

26 (b) If a majority of the votes in an election under this
 27 subchapter do not favor dissolution, the board shall continue to

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administer the district, and another election on the question of dissolution may not be held before the first anniversary of the date of the most recent election to dissolve the district.

Sec. 1121.305. TRANSFER OR ADMINISTRATION OF ASSETS. (a) If a majority of the votes in an election under this subchapter favor dissolution, the board shall:

(1) transfer the land, buildings, improvements, equipment, and other assets belonging to the district to Cameron County; or

(2) administer the property, assets, and debts of the district until all money has been disposed of and all district debts have been paid or settled.

(b) If the board makes the transfer under Subsection (a)(1), the county assumes all debts and obligations of the district at the time of the transfer and the district is dissolved.

(c) If Subsection (a)(1) does not apply and the board administers the property, assets, and debts of the district under Subsection (a)(2), the district is dissolved when all money has been disposed of and all district debts have been paid or settled.

Sec. 1121.306. IMPOSITION OF TAX AND RETURN OF SURPLUS TAXES. (a) After the board determines that the district is dissolved, the board shall:

(1) determine the debt owed by the district; and

(2) impose on the property included in the district's tax rolls a tax that is in proportion of the debt to the property value.

(b) On the payment of all outstanding debts and obligations

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1 of the district, the board shall order the secretary to return to
2 each district taxpayer the taxpayer's pro rata share of all unused
3 tax money.

4 (c) A taxpayer may request that the taxpayer's share of
5 surplus tax money be credited to the taxpayer's county taxes. If a
6 taxpayer requests the credit, the board shall direct the secretary
7 to transmit the funds to the tax assessor-collector for Cameron
8 County.

9 Sec. 1121.307. REPORT; DISSOLUTION ORDER. (a) After the
10 district has paid all its debts and has disposed of all its money
11 and other assets as prescribed by this subchapter, the board shall
12 file a written report with the Cameron County Commissioners Court
13 summarizing the board's actions in dissolving the district.

14 (b) Not later than the 10th day after the date the Cameron
15 County Commissioners Court receives the report and determines that
16 the requirements of this subchapter have been fulfilled, the
17 commissioners court shall enter an order dissolving the district
18 and releasing the board from any further duty or obligation.

19 SECTION 2. On the creation of the Cameron County Healthcare
20 District, or as soon as practicable after the district is created,
21 the Cameron County Commissioners Court shall transfer to the
22 district all operating funds, and any funds held in reserve for
23 operating expenses, that have been budgeted by the county to pay the
24 costs associated with administering a county program to provide to
25 residents of the district indigent health care assistance under
26 Chapter 61, Health and Safety Code, during the fiscal year in which
27 the district is created.

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1 SECTION 3. Proof of publication of the notice required to
2 enact Chapter 1121, Special District Local Laws Code, as added by
3 this Act, under the provisions of Section 9, Article IX, Texas
4 Constitution, has been made in the manner and form provided by law
5 pertaining to the enactment of local and special laws, and the
6 notice is found and declared proper and sufficient to satisfy the
7 requirement.

8 SECTION 4. (a) Except as provided by Subsection (b) of this
9 section, this Act takes effect immediately if it receives a vote of
10 two-thirds of all the members elected to each house, as provided by
11 Section 39, Article III, Texas Constitution.

12 (b) If this Act does not receive the vote necessary for
13 immediate effect:

14 (1) this Act takes effect September 1, 2015; and

15 (2) Section 1121.109, Special District Local Laws
16 Code, as added by this Act, has no effect.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Contract
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1349)

DOC ID: 1349 A

Consideration and ACTION to approve contract with Brown Reynolds Watford Architects, Inc. for architect services.

Attached is the draft contract for your review and approval. There are 2 phases of the project. Phase 1 is to determine the needs and the estimated costs on 2 different options. This includes City Hall, Police Department (in new facility or stay in existing facility) and the Fire and Ambulance building. The cost for this will be \$19,800. Once a plan is decided upon Phase 2 will begin in actually putting plans and specifications together to get bids and start construction. The cost on this phase will be between 8% and 12% depending on the decisions made in Phase 1. If it is a smaller project with only the City Hall involved it will be closer to the 12%. If it is a larger project with City Hall and the Police Department as well as the Fire and Ambulance building being constructed it will be closer to the 8%. The exact will be negotiated at that time and brought back to you for approval. This just specifies a range.

I recommend approval.

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Los Fresnos »« »
« 200 North Brazil Street »
« Los Fresnos, Texas 78566 »

and the Architect:
(Name, legal status, address and other information)

«Brown Reynolds Watford Architects, Inc. »« »
«2700 Earl Rudder Freeway S, Suite 4000 »
«College Station, Texas 77845 »

for the following Project:
(Name, location and detailed description)

«Architectural services for the City of Los Fresnos for a Feasibility Study and Design Services for new facilities or renovations to specific municipal facilities, including City Hall, Police, EMS and Fire Departments. »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

«Architectural services for the City of Los Fresnos to determine the City's current and future needs for specific municipal facilities. The facilities to be included shall house City Hall, the Police Department, EMS, along with the Fire Department. Options for consideration will be as follows:

The Project shall consist of two phases which are described in the Scope of Services listed below:

SCOPE OF SERVICES FOR PHASE I**PHASE I - CITY OF LOS FRESNOS CITY HALL, POLICE STATION, FIRE STATION AND EMS ARCHITECTURAL FEASIBILITY STUDY**

The Feasibility Study will determine the appropriate building and facility improvements, and budgets to optimize operations for the City of Los Fresnos City Hall, Police Station, Fire Station and EMS Facilities. The study is to analyze decompressing City Hall by building a new city hall and police station and/or expanding the Police Department into the old city hall spaces. The study is also to analyze building of a new Fire and EMS facility.

The feasibility study space planning services shall include, but not limited to, incorporating staff plans for the following departments:

City Hall
Police Department
Fire Department
EMS Department

The Plan will start by comparing current operational and space needs with existing facilities. The Plan will analyze long term space needs for building and facility planning. It will then develop, prioritize and budget options to renovate and/or build new facilities in phases that align with funding source.

Our proposed scope of services for the study is organized into three main parts.

Part 1

BRW will identify current programming needs and development of multiple Conceptual Facilities Plans, in order to assess the need for decompressing the City Hall/ Police Building and decompressing the Fire and EMS Building. This part will start with operational programming sessions with personnel from City Hall, Police Department, Fire Department, and EMS, to establish current personnel and building space needs, as well as needs for the next twenty years. Part 1 will also develop a Space Program and compare it with current gross building areas. This Space Planning Study will include two Conceptual Facilities Plans options which also investigate building circulation and address security measures.

Programming and Concept Site Plans

Project Goal Setting Workshop

Establish "Core Leadership Group"
Define final approval process
Agree on final deliverable contents and required presentations for approval
Establish city and department overall project goals

Operational Programming

Gather existing department Organization Charts and conduct programming sessions with each sub-department to discuss current and future personnel and equipment
Discuss future trends in operations and desired adjacencies

Space Program

Translate current and future operational requirements into a Space Program of building requirements and room-by-room net areas
Combine room net areas with common support spaces and circulation factors to establish a required gross area for each sub-department and building

Analysis of existing City Hall / Police Station Building and the Fire and EMS Station.

Field Measure existing City Hall/Police and Fire Station /EMS including interior rooms, corridors, wall thickness, built-in furniture, and equipment as well as exterior characteristics, window and door openings

Visual analysis of existing electrical and mechanical service and systems

Draft Conceptual Facilities Site Plans and Initial Budgets

Develop up to 2 Conceptual Facilities Plans to illustrate options for potential building and growth to optimize City Hall, Police, Fire, and EMS.

Prepare statement of probable cost for development shown on each of the 2 Conceptual Facilities Plans

Part 2

BRW will create Implementation Plans for each of the Conceptual Facilities Plan that break down the entire project scope into Development Packages that are prioritized and scaled to align with potential funding source. The Phasing Schedule will show the implementation of each Development Package over a defined time period.

Implementation Plan

Development Packages

Develop Phasing Plan and Priority Guidelines for building City Hall, Police, Fire and EMS Buildings.

Budgeting

Prepare construction cost and total project cost

Phasing Schedule

Create a prioritized Phasing Schedule for the above Development to align with funding source and minimize disruption of operations

Part 3

Final Report Preparation

Write narratives and format the final report

Final report will be Ten (10) bound original and a .pdf version

Renderings

One City Council presentation and Power Point

One Fire Department and EMS presentation and Power Point

Create Interior and/or exterior renderings to illustrate the proposed building development

We propose an approximately 2 month schedule to complete the Study from a notice-to-proceed.

BRW will visit the City 3 times for the completion of the study as shown below:

Information Gathering

Progress Meeting

Final Report Delivery and Presentation

Exclusions from Scope of Services:

Site condition analysis

Environmental investigations

Zoning modifications

Traffic analysis

Real estate consulting and costs

Landscape design or zoning calculations

OWNER RESPONSIBILITIES

The Owner will provide the Architect with all available information to support the project, including:

Department organization charts

Site zoning, boundaries, easements, setbacks, utilities

SCOPE OF SERVICES FOR PHASE II

PHASE II - BASIC ARCHITECTURAL SERVICES FOR DESIGN OF NEW FACILITY/FACILITIES OR RENOVATIONS OF FACILITY/FACILITIES

Architectural

Description of basic services listed below under Scope of Services by Project Phase.

Topographic Survey

Boundary, Easements Descriptions Survey

Geotechnical Survey

Preparation or assistance of bid package.

Preparation or assistance of Solicitation and Contract Documents and Procedures

Landscape

Landscape design to meet Zoning Ordinance requirements as applicable and drought-tolerant / Native vegetation goals: strictly around footprint of building.

Landscape Irrigation

Irrigation system design and documentation

Civil

Drainage, grading and paving design

Grading spot elevations adequate for TAS compliance

On-site water and sewer utilities

Structural

Foundation and structural framing

Screening walls, retaining walls, and exterior stairs (as applicable)

WPI-8 Wind Certification for required wind speed for the City of Los Fresnos

Mechanical, Plumbing and Electrical

Mechanical systems, including temperature controls systems and written sequence of operations

Fire protection (sprinkler system) performance specification

Electrical power, lighting, and fire alarm systems

Coordination with utility companies for electrical power, telephone, fiber, cable TV, etc. service entrances.

Emergency generator

Lightning protection (performance spec)

Police and Fire Station radio, antenna and alerting systems

Telecommunications and computer infrastructure, including voice, data, cable TV, fiber optic cabling, wire management systems, and terminations.

Exclusions from Basic Services:

The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

Architectural

Demolition of buildings and other structures
 Kitchen and food vending equipment procurement.
 Furniture and office equipment procurement
 Fitness equipment procurement
 Professional models and renderings produced out-of-house
 LEED Certification
 Full time on site construction observation
 Environmental or hazardous materials conditions / issues
 Preparation or assistance of additional bid packages after the initial bid.

Civil**Property Plat**

Zoning modifications, including street abandonments, easements, S.U.P.s and P.D.s
 Traffic analysis and traffic signals
 Environmental or hazardous materials conditions / issues
 Storm Water Pollutant Prevention Plan (SWPPP) (Contractor to provide)
 Detention Pond

Mechanical, Plumbing and Electrical

Fire protection (sprinkler) system design (beyond performance specification)
 Building utility bill estimates
 Lightning protection
 Technology Design and Documentation
 A/V Design
 Acoustical Design and Documentation
 Energy Efficient / Life Cycle

Owner Responsibilities

The Owner shall not increase or decrease the overall budget, or the portion the budget allocated for construction or contingencies, without modifying the agreement of the Architect to a corresponding change in the project scope, quality, and / or professional service fees.

The Owner shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The Owner shall not modify a decision once given to the Architect without additional compensation to the Architect.

Should the Owner fail to perform necessary responsibilities to advance the project or fail to make payments to the Architect, the Architect shall have the right to terminate this contract upon written notice to the Owner.

The Architect's services are copyrighted and for the sole benefit of Owner. No third party may use or benefit from the Architect's services or products for this project. In the event that the property is sold, the new owner shall have no recourse or benefit from the Architect's services rendered for this project.

Owner Provided Services and System

The Owner shall furnish services or building systems other than Basic Services, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the project. These services may include those listed below as applicable:

Laboratory materials testing / inspections (during construction)

Texas Accessibility Standards site inspection at completion of construction. Architect will submit the signed and sealed construction documents to a Registered Accessibility Specialist (RAS) for plan review. The plan review fee is a reimbursable expense. Architect will also have the RAS submit a fee proposal to the Owner for the site inspection.

Station radio, antenna and alerting systems

Audio / visual systems

Building security systems – Beyond Basic

Scope of Services by Project Phase:

Schematic Design includes the following:

Kick Off Meeting. Review scope of work with project team. Identify contact information as well as chain of command for distributing information.

Each site will be reviewed to make sure the proposed building will fit and the requirements for vehicular and pedestrian circulation conditions are met. BRW will also analyze the characteristics of the site. BRW will provide a ranking of the sites, provide site plan drawings to summarize the findings and provide a summary report and recommendations.

Programming. BRW, working with the City, will develop a program of spaces for the facility. BRW will compose a summary sheet listing the rooms, sizes, area, special requirements, required adjacencies, type of lighting, required data/telephone, interior finishes, proposed occupancy, and type of furniture. BRW will also include a detailed room by room program containing the information above as well as a schematic layout of the room with proposed furniture layout. BRW will provide 10 copies in a bound booklet.

Code research. Research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, TAS and TCEQ by identifying requirements and restrictions related to the new building.

Conceptual Design. BRW will provide two schemes for conceptual design of the facility. Upon review of the schemes, one of the schemes is selected for modification and further development in Schematic Design. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored floor plans and exterior elevations and computer modeling if needed. BRW will submit 10 copies of the 11 x 17 conceptual designs for the Owner's review and comment.

Schematic Design documents shall include a site plan, building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. During the design process, the Architect shall work with the Owner's consultants under separate contract to coordinate the scope of the project. The Schematic Design phase shall include three (3) working design meetings with the Owner.

Statement of Probable Cost. BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot. BRW will submit 10 copies of the 8 ½ x 11 estimate.

Analyze Office Furniture Feasibility. BRW will interview and analyze the need of different types and sizes of office space. The Owner will provide BRW growth projections for staff. BRW will provide an analysis and layout of individual offices, cubicle offices with new modular furniture, or a combination of both.

Presentations. If requested, BRW will make one (1) presentation to the County Council and one (1) presentation to the Fire Department and EMS for their approval of the design.

Design Development

Upon receiving a letter of notice to proceed, BRW will develop the Schematic Design to greater detail. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and probable cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.

During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect shall update the probable cost of the Work and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

BRW will provide preliminary mechanical, electrical, and plumbing engineering. Minimal structural engineering services will be needed to analysis the weight of mechanical equipment on the roof. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture. BRW will review with the Owner, equipment and furniture that are owner supplied vs. items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

The civil engineer will evaluate our site conditions along with parking requirements, drainage, landscaping and irrigation.

Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. Design Development deliverables shall include 10 half size sets 30" x 42" format (15" x 21") for the Owner's review and comment

Construction Documents

The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

The Architect shall update the estimate of the Cost of the Work and project schedule at 50% and 95% completion of Construction Documents. The Statement of Probable Cost shall be an estimate to include materials, equipment,

component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimates.

During the development of the Construction Documents, the Architects shall prepare a Project Manual including (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and (2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).

Construction Documents phase deliverables shall include two full-size sets of documents at 50% completion and 95% completion for the Owner's review and comment. Final deliverables at 100% completion shall include five sets of full-size set of prints, three sets of specifications, one set of unbound specifications, and one electronic file of the Construction Documents in PDF format and Specifications in PDF format.

Final design and coordination of the civil, structural, mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of waste water system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring. Civil engineering work will be reviewed and coordinated and final details will be drawn and specified.

Upon receiving a letter of notice to proceed, BRW will update the project schedule.

BRW will submit the required number of site plans to the Owner for submittal to Developmental Services Department for their review. BRW will also submit the required number of sets of drawings to the Building Inspection Department for their review.

Coordination of all architectural drawing will be detailed and finalized. Specifications will be coordinated with drawings and completed. The Owner shall provide the solicitation documents for inclusion in the specifications.

Bidding

The BRW will provide the drawings and specifications to the contractors through our web site. Hard copy documents will be provided by the Architect to the Contractor at additional cost.

The Owner intends to utilize Competitive Sealed Proposal delivery method for the project. BRW will provide the drawings and specifications to the Owner for posting

The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

The Architect shall lead and conduct a pre-proposal conference for prospective bidders.

BRW will assist the Owner during the bidding phase.

Construction Administration

The Architect shall participate in a pre-construction conference.

The Architect shall visit the site to become generally familiar with the progress and quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports describing the status of the work and any deviations observed from the Construction Documents.

Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.

Construction Administration services beyond the following limits shall be an Additional Service:

Evaluation of Contractor's substitution requests after 30 days following the execution of the contract
Owner requested project scope changes resulting in changes to the Construction Documents

Evaluation of claims submitted by the Contractor in connection with the work
One (1) eleven (11) month warranty walk through after completion

Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion originally established in the construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract

»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«PHASE I – Upon Notice to Proceed by Owner
PHASE II – Upon Notice to Proceed by Owner »

.2 Substantial Completion date:

« To Be Determined »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$ 1,000,000. »

.2 Automobile Liability

«\$ 1,000,000. »

.3 Workers' Compensation

«\$ 1,000,000. »

.4 Professional Liability

«\$ 2,000,000. »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and

- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Phase I Refer to Section 2.1
§ 4.1.2 Multiple preliminary designs	Architect	Phase I Refer to Section 2.1
§ 4.1.3 Measured drawings	Architect	Phase I Refer to Section 2.1
§ 4.1.4 Existing facilities surveys	Architect	Phase I Refer to Section 2.1
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Phase I Refer to Section 2.1
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Phase II Refer to Section 2.1
§ 4.1.8 Landscape design	Architect	Phase II Refer to Section 2.1
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Phase II Refer to Section 2.1

§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	Phase II Refer to Section 2.1
§ 4.1.20	Telecommunications/data design	Architect	Phase II Refer to Section 2.1
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	Phase II Refer to Section 2.1
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«Not Applicable. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

or

- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «Phase I shall consist of three (3) visits. Twenty-four » («24 ») visits to the site by the Architect for Phase II over the duration of the Project, 8 during design and 16 during construction
- .3 «One » («1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « One » («1 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within « Eighteen » («18 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

« »

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Compensation shall be a lump sum fee in the amount shown below for Phase I and Phase II, and shall be invoiced monthly for the portion of work completed.

PHASE I- Feasibility Study

Below is the fee breakdown for each part of the study to be included:

Programming, Building Analysis, and Site Design	\$ 6,800
Implementation and Phasing Plan	\$ 3,600.
Cost Estimates	\$ 2,400
Conceptual Design and Renderings	\$ 7,000
Total Fee for Feasibility Study	\$19,800.

We propose an approximately 2 month schedule to complete the Study from a notice-to-proceed.

PHASE II- Basic Architectural Services for Design of New Facility or Facilities or Renovation of Facility

Compensation to be based on an 8% -12% fee of the estimated construction cost of the project, to be negotiated and documented upon Phase II - Notice to Proceed issued by Owner.

If the construction cost increases by five percent or less of the contracted estimated budget, the Architect shall not increase his fee. If the total construction cost increases by more than 5%, the Architect shall adjust the fee, at agreed upon fee percentage, for additional services of the adjusted construction cost.

»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Refer to Article 11.7 of this agreement for hourly rates. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Additional Services shall be negotiated as a lump sum fee. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as otherwise stated below:

« Not Applicable »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: This applies to Phase II only.

Schematic Design Phase	«Twenty »	percent («25 »	%)
Design Development Phase	«Fifteen »	percent (« 15 »	%)
Construction Documents Phase	«Forty »	percent («40 »	%)
Bidding or Negotiation Phase	«Five »	percent («5 »	%)
Construction Phase	« Fifteen »	percent («15 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate
Principal	\$190.00 per hour
Director	\$180.00 per hour
Project Manager	\$160.00 per hour
Project Architect	\$140.00 per hour
Architect	\$120.00 per hour
Intern Architect I	\$90.00 per hour
Intern Architect II	\$75.00 per hour

Administration \$60.00 per hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « Ten » percent (« 10 » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«Not Applicable »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «Zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « Thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Five » % «per annum »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an

invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:

Texas Board of Architectural Examiners (TBAE)

P.O. Box 12337

Austin, Texas 78711

512/ 305.9000 »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2

«Not Applicable »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« None »

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

« Mark Milam, City Manager »«

City of Los Fresnos »

(Printed name and title)

ARCHITECT

(Signature)

«Mark E. Watford, FAIA, Principal »«

Brown Reynolds Watford Architects, Inc. »

(Printed name and title)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Contract
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1350)

DOC ID: 1350 B

Consideration and ACTION to approve funding for Valley Metro Bus service and corresponding budget amendment.

If you can recall during budget time we did not have figures from Valley Metro on any needed funds for continuation on the bus service through Los Fresnos to Brownsville and to the San Benito and Harlingen area. We told them we at least needed estimates to put something in the budget. They never go that to us. We have now received a bill for \$20,000. The superintendent and I have met with Valley Metro to let them know this is not acceptable and we need to plan funding during budget times. They have assured us they will do that in the future. I do believe this is a valuable service to our community. The numbers are still very solid.

The City paid \$13,705 initially when the bus program started in October of 2011. The City also paid \$20,000 in October of 2013. The following are partners in this project: Los Fresnos CISD, Cameron County, Workforce Solutions Cameron, UTB, TSTC and Untied Way of Southern Cameron County.

Due to the success of the bus route I believe it is important to continue to fund it. The budget will be able to cover the additional \$20,000 from additional property tax revenue we have already received and will receive over what we budgeted. We budgeted \$929,920 and have already received \$945,407 or \$15,487 more than the budgeted amount. We will probably receive an additional \$30,000 or more over the next 5 and a half months left in our fiscal year.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General



BUDGET AMENDMENT # _____

DEPARTMENT: Adminstration

DATE POSTED: _____

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	400 - 0100	Current Property Taxes	929,920.00		20,000.00	949,920.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
Amendment Total			929,920.00	0.00	20,000.00	949,920.00

Justification/Explanation for change:

Dept Head Requesting Change
 Date

Coge
 Finance Dept

4/8/15
 Date

Approved: Mark W. Milum 4/8/15
Mark Milum, City Manager Date

Polo Narvaez, Mayor Date

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General


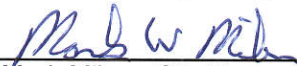
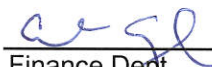
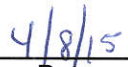
BUDGET AMENDMENT # _____

DEPARTMENT: Administration

DATE POSTED: _____

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	502 - 03120	Valley Metro Service	1,000.00		20,000.00	21,000.00
Amendment Total			1,000.00	0.00	20,000.00	21,000.00

Justification/Explanation for change:

<p>  Dept Head Requesting Change </p> <p>  Approved: Mark Milum, City Manager </p>	<p>Date</p> <p>Date</p>	<p>  Finance Dept </p> <p> Polo Narvaez, Mayor </p>	<p>Date</p> <p>Date</p>	<p>  Date </p>
--	-------------------------	---	-------------------------	--

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1352)

DOC ID: 1352 B

Consideration and ACTION to appoint a new member to Los Fresnos Community Development.

Manuel Abrego resigned from the CDC Board effective at the April meeting. Therefore a replacement is needed to complete his term that ends in February 2017. The CDC meetings are held on the first Monday of the month at 6:00 pm. The person does not need to live in the city limits but must live in the trade area.

There are 2 individuals that have an application and desire to be on the CDC Board. Eddie Cruz lives in this area and is a life long resident of the Los Fresnos Area. He served on the CDC Board previously but asked to be removed a couple of years ago while his son was battling cancer and he had to take him regularly to Houston for treatment and then he passed away. Eddie is willing to serve again. The other person is Luis Moscorro. He lives in this area and is a life long resident of the Los Fresnos Area.

Both applications are attached as well as a blank form in case you have someone else in mind.

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 Appointment to a Board (1352 : Appointment of CDC Member)

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 MASCORRO Luis C
(Last) (First) (MI)

HOME ADDRESS 130 St John Ave (Satin 803)

MAILING ADDRESS Same

CITY San Benito ZIP 78586

HOME PHONE NUMBER: _____ CELL NUMBER: 950-525-9121

E-MAIL ADDRESS: LCMASCORRO@gmail.com

EMPLOYER Neighbors In Need of Services, INC.

OCCUPATION Family Services

BUSINESS ADDRESS 322 Woodford St, San Benito, TX 78586

BUSINESS PHONE # 950-361-7499

COMMITTEES OF INTEREST TO YOU

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

1. Community Development Board
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)

Please see attached.

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

Please see attached.

Why are you interested in serving on this Committee? Please see attached.

Other Volunteer Commitments? None at the moment.

SIGNATURE OF APPLICANT [Signature] DATE 2/02/2015

Attachment: Luis Mascorro Application (1352 : Appointment of CDC Member)

Luis C. Mascorro
130 St John Ave
San Benito, TX 78586
lcmascorro@gmail.com

February 2, 2015

Los Fresnos City Council
c/o Pam Denny, City Secretary
Los Fresnos City Hall
200 N. Brazil Street
Los Fresnos, TX 78566

Re: Application for Appointment to Community Development Board of Directors

Dear City Council Members:

My name is Luis C. Mascorro and the intent of this letter is to inform you of my interest in serving as a Board Member for the Community Development Board.

My professional experience has been largely in the non-profit sector working with abused children, and socioeconomically challenged families. Currently, I work for NINO's Inc. providing case management for low-income families in the San Benito area. My experience with the Community Development Block Grant spans over four years. During my time as a Casework Supervisor with CASA of Cameron & Willacy Counties, Inc., I wrote and reviewed my section for the CDBG Brownsville grant that funded my position. Furthermore, I worked closely with the CDBG specialist in auditing and compliance of CDBG programs.

Additionally, I have served for five years on both the Cameron County Crime Stoppers (CCCS) Board and the Valley AIDS Council (VAC) Board of Directors. During my time on the CCCS Board, I helped to create and implement board policies and guidelines to help modernize the organization. I also served as Board Secretary for four years. During my time on the VAC Board, I helped to transition the organization as it went through internal changes. I also chaired the Bylaws Committee and Personnel Committee. I served as Vice Chairman for two years.

Having been born and raised in Los Fresnos, as well as graduating from Los Fresnos High School, I will make every effort to make sure the Community Development Board succeeds in its mission. I have a deep love for my community and want to be a part of making it a success. I offer my enthusiasm, knowledge of CDBG programs, and non-profit board experience.

If you have any questions, please do not hesitate to contact me.

Attachment: Luis Mascorro Application (1352 : Appointment of CDC Member)

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 Eddie Cruz Eddie (Last) (First) (MI)HOME ADDRESS 31983 Fm 2893 Los Fresnos, Tx. 78566MAILING ADDRESS P.O. Box 865CITY Los Fresnos ZIP 78566HOME PHONE NUMBER: 956-204-9827 CELL NUMBER: Same

E-MAIL ADDRESS: _____

EMPLOYER Mauro FarmsOCCUPATION Farm Manager

BUSINESS ADDRESS _____

BUSINESS PHONE # 956-233-5560

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)

I have been sitting on three different Committees, Valley wide and have been there for many years. I have been keeping up with the growth of the Valley and most of these Committees help me learn ALL about it, and I want the same growth for our Community.

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? My Home town - Helping Grow our Community.

Other Volunteer Commitments? 4-H manager - Rio Grande Valley Livestock Show - Magic Valley E/E Coop. - Board member District 6 of Los Fresnos Water Irrigation

SIGNATURE OF APPLICANT

Eddie CruzDATE 6-25-2014

Attachment: Eddie Cruz Application (1352 : Appointment of CDC Member)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1331)

DOC ID: 1331 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

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1332)

DOC ID: 1332 A

**A. Wastewater Plant Expansion B. Los Fresnos Nature Park
C. Hazardous Mitigation Plan D. Certificates of Obligation E.
Mosquito Control F, Community Park Parking Lot G. TWDB
Projects H. Code Enforcement I. Walmart Traffic Congestion**

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1333)

DOC ID: 1333 A

A. Finance Report 1. Monthly 2. Year-to-Date

Call with questions.

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2015

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,009,320	42,016.09	981,660.45	0.00	27,659.55	97.26
30-NONPROPERTY TAXES	901,382	67,904.22	472,158.59	0.00	429,223.41	52.38
07-POLICE	477,170	51,757.97	210,795.90	0.00	266,374.10	44.18
10-HEALTH	4,800	500.00	2,254.00	0.00	2,546.00	46.96
12-GARBAGE	106,358	52,578.91	92,380.62	0.00	13,977.38	86.86
15-PARKS	53,000	1,146.82	32,507.80	0.00	20,492.20	61.34
16-LIBRARY	14,600	1,335.04	7,453.93	0.00	7,146.07	51.05
44-Misc Revenue	17,400	2,035.00	4,266.41	0.00	13,133.59	24.52
90-REIMBURSABLES	283,922	7,941.91	52,941.18	0.00	230,980.82	18.65
TOTAL REVENUES	2,867,952	227,215.96	1,856,418.88	0.00	1,011,533.12	64.73
<u>EXPENDITURE SUMMARY</u>						
02-ADMINISTRATION	276,231	17,787.21	114,782.31	27,236.84	134,211.85	51.41
03-MUNICIPAL COURT	189,121	12,944.84	92,976.79	632.90	95,511.31	49.50
04-TAX ASSESSOR COLLECTOR	23,855	3,809.19	16,390.98	0.00	7,464.02	68.71
06-ELECTIONS	1,100	0.00	0.00	0.00	1,100.00	0.00
07-POLICE	1,286,423	76,636.99	685,950.71	7,375.91	593,096.38	53.90
08-FIRE	57,622	10,688.00	34,980.52	0.00	22,641.48	60.71
09-ENGINEERING	3,000	0.00	20,777.90	0.00	17,777.90	692.60
10-HEALTH	81,341	5,344.71	41,639.22	574.41	39,127.37	51.90
11-EMERGENCY MEDICAL SERV	126,300	28,920.15	74,621.90	0.00	51,678.10	59.08
12-GARBAGE	28,858	0.00	0.00	0.00	28,858.00	0.00
13-STORM WATER	11,225	0.00	125.00	0.00	11,100.00	1.11
14-STREETS	179,493	8,419.99	93,243.64	447.44	85,801.92	52.20
15-PARKS	182,679	7,685.15	72,803.04	1,126.17	108,749.79	40.47
16-LIBRARY	199,082	8,343.13	62,178.37	1,460.70	135,442.93	31.97
17-COMMUNITY CENTER	7,745	554.87	3,592.83	0.00	4,152.17	46.39
18-EMERGENCY MANAGEMENT	25,250	112.41	13,977.25	527.47	10,745.28	57.44
19-ALL DEPARTMENT EXPENS	13,700	35.00	4,103.35	2,661.50	6,935.15	49.38
21-CITY PROMOTION	4,500	0.00	1,500.00	0.00	3,000.00	33.33
23-DSRIP-COMMUNITY HEALT	83,535	3,330.76	22,459.26	0.00	61,075.74	26.89
24-MENTAL TASK FORCE PRO	55,940	3,996.74	24,718.49	0.00	31,221.51	44.19
28-INFORMATION TECHNOLOG	30,922	1,074.33	11,906.70	1,089.44	17,925.86	42.03
TOTAL EXPENDITURES	2,867,922	189,613.47	1,392,728.26	43,132.78	1,432,060.96	50.07
REVENUE OVER/(UNDER) EXPENDITURES	30	37,602.49	463,690.62	(43,132.78)	(420,527.84)	1,859.47

CHECKLIST FOR				MARCH 2015
GENERAL FUND				
	VENDOR NAME	Inv.Date	Amount	Decsription
27972	CELINA GONZALES	03/04/15	\$ 406.20	AIR FARE-TX PARKS WILDLIFE MEETING-AUSTIN, TX 3/13/15
27973	STEPHANIE PRICE	03/06/15	\$ 50.00	RENTAL DEP REFUND-LF MEMORIAL PARK 2/21/15
27974	ALICIA LERMA	02/28/15	\$ 339.00	CLEANING CITY VEHICLES-POLICE DEPT/PARKS/HEALTH/S
27975	AMAZON.COM	02/02/15	\$ 269.90	CABLES TO COMPLETE TV INSTALLATION-COURTROOM/CM
27975	AMAZON.COM	01/29/15	\$ 459.98	2 EXTERNAL HARD DRIVES FOR BACK UP
27975	AMAZON.COM	02/02/15	\$ 447.50	CISCO ROUTER-OFFSITE NETWORK LOCATION SECURITY
27976	AT&T	02/17/15	\$ 1,224.02	PHONE SVC-CITY HALL/PD/COURT/POOL/LIBRARY/EMS
27977	CAMERON APPRAISAL DIST	03/01/15	\$ 3,468.75	2ND PAYMENT 2015-QUARTER ASSESSMENT
27978	CAMERON COUNTY CLERK	03/06/15	\$ 1,500.00	BOND-CARLA YVETTE GOMEZ CAUSE#1500610
27979	CELINA GONZALES	03/04/15	\$ 8.50	REIMBURSE-AIR FARE PRICE DIFFERENCE-TPWL MEETING
27980	CITY OF L.F. PAYROLL ACCT	03/06/15	\$ 257.56	DUE TO PAYROLL #11 2/27/15-M.LOZANO
27981	DAHILL	02/11/15	\$ 246.00	COPIER MAINT 2/18-5/17/15
27982	ENRIQUE JUAREZ	02/28/15	\$ 2,125.00	FEB 2015 ATTORNEY FEES
27983	GENE DANIELS	03/01/15	\$ 1,536.75	MARCH 2015-JUDGE/PHONE STIPEND
27984	GERONIMO SHELTON	03/01/15	\$ 451.00	MARCH 2015- FIRE MARSHAL
27985	GFOA	02/10/15	\$ 160.00	MEMBERSHIP RENEW-GOV. FINANCE OFFICERS ASSOCIAT
27986	LF AMBULANCE SERVICE	03/01/15	\$ 25,000.00	2ND QUARTERLY PAYMENT
27987	LOS FRESNOS CHAMBER OF COM	03/01/15	\$ 2,000.00	MARCH 2015-SERVICE AGREEMENT
27988	LUIS A RAMOS	02/28/15	\$ 4,649.76	CUSTOMER INSPECTIONS-FEB 2015
27989	MANUEL ALEMAN RIVAS	02/24/15	\$ 250.00	INSTALL OUTLETS IN COURTROOM AND CM OFFICE
27990	MAXIMINO TORRES	02/25/15	\$ 180.00	MOWING OF WEEDED LOTS IN VIOLATION OF CITY ORDINA
27991	MIDDLETON AIR	02/20/15	\$ 878.72	A/C INSTALLATION FOR TRAINING BUILDING
27992	MOTOROLA SOLUTIONS	02/13/15	\$ 14,722.68	SERVICE AGREEMENT 10/1/14-9/30/15
27993	NOVA HEALTHCARE	01/26/15	\$ 76.65	PRE-EMPLOYMENT SCREEN/PHYSICAL-N.MARTINEZ
27994	OFFICE DEPOT	01/19/15	\$ 334.42	OFFICE SUPPLIES-POLICE DEPT-BINDERS/FOLDERS/LABEL
27995	OFFICE DEPOT	01/19/15	VOID	VOIDED CHECK-CONTINUED
27996	PETTY CASH	VARIOUS	\$ 43.95	LIGHTBULBS/CERTIFICATE PAPER/COMBINATION LOCK/RE
27997	QUICK LUBE	02/24/15	\$ 160.00	INSTALLATION-UPPER & LOWER BALL JOINTS ON PD UNIT I
27998	R & R REMODELING	02/23/15	\$ 495.00	LABOR FOR BUILDING STORAGE ROOM WALL FOR RECORD
27998	R & R REMODELING	02/24/15	\$ 499.25	INSTALL PROJECTOR/SCREEN & REPAIR COLUMN-TRAININ
27999	REGION STAFFING	VARIOUS	\$ 2,694.39	CONTRACT LABOR/CUSTODIAN WKEND 2/15,2/22/15
28000	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
28001	RIO GRANDE UNDERWRITERS	02/16/15	\$ 70.00	FINANCE DIRECTOR BOND
28002	SMARTCOM TELEPHONE	02/08/15	\$ 271.79	PHONE SERVICE-POLICE DEPT
28003	STAPLES BUSINESS ADVANT	02/07/15	\$ 125.98	OFFICE SUPPLIES-CITY HALL-TYPEWRITER/STORAGE BOXE
28003	STAPLES BUSINESS ADVANT	02/07/15	\$ 158.15	OFFICE SUPPLIES-CITY HALL-TYPEWRITER RIBBON/COPY F
28004	STRIPES	02/15/15	\$ 15.84	PRISOR MEALS 1/29-2/15/15
28005	TERMINIX	02/05/15	\$ 76.00	PEST CONTROL-CITY HALL/LIBRARY/POLICE DEPT
28006	TEXAS FLEET FUEL	2/15//15	\$ 1,412.32	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
28007	TIME WARNER CABLE	02/27/15	\$ 70.49	INTERNET SERVICE-LIBRARY-E-RATE
28008	TSI LABORATORIES SOUTH	11/30/14	\$ 825.00	ENGINEERING-CDBG STREET IMPROVMENTS-TESTING
28008	TSI LABORATORIES SOUTH	12/31/15	\$ 455.00	ENGINEERING-CDBG STREET IMPROVMENTS-TESTING
28009	TX CITY MANAGEMENT ASSOC	01/02/15	\$ 249.00	ANNUAL DUES-CITY MANAGEMENT ASSOCIATION
28010	UNIFORM & ACCESSORIES	02/12/15	\$ 215.92	CUSTOM BADGES FOR POLICE DEPT UNIFORMS
28011	US BANK EQUIP	02/11/15	\$ 175.00	COPIER LEASE-LIBRARY
28012	VEAE SERVICES	01/22/15	\$ 244.50	INSTALL CAT 5 CABLE-SENIOR CENTER FOR NETWORK CO
28013	ZEE MEDICAL	02/18/15	\$ 203.94	MEDICAL SUPPLIES-CITY HALL/POOL
28013	ZEE MEDICAL	02/18/15	\$ 189.55	MEDICAL SUPPLIES-POLICE DEPT
28014	CITY OF L.F. PAYROLL ACCT	03/12/15	\$ 49,642.91	DUE TO PAYROLL # 12 3/13/15
28015	CRYSTAL PONCE	03/20/15	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 3/7/15
28016	JERRI MCGINNIS	03/20/15	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 3/7/15
28017	MARIA CAMPOS	03/20/15	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 3/6/15
28018	MARY ALVARADO	03/20/15	\$ 100.00	RENTAL REFUND-LF MEMORIAL PARK 3/14/15
28019	VERONICA MONTALVO	03/20/15	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 3/8/15
28020	A&M AUTOMOTIVE	03/17/15	\$ 147.60	RESURFACE MOTOR- PD UNIT D-32
28020	A&M AUTOMOTIVE	03/17/15	\$ 278.44	REPLACE RADIATOR PD UNIT D-64
28020	A&M AUTOMOTIVE	03/17/15	\$ 252.84	INSTALL EVAPORATOR CORE ON PD UNIT-F-92
28021	ALLIED WASTE SERVICE	02/28/15	\$ 39,345.31	RE:SOLID WASTE & BRUSH COLLECTION
28022	ARCHER BUSINESS SYSTEM	02/19/15	\$ 58.56	COPIER METER READING-COURT
28022	ARCHER BUSINESS SYSTEM	02/28/15	\$ 556.43	COPIER METER READING-CITY HALL/COLOR COPIES-PD
28023	CELINA GONZALES	03/18/15	\$ 146.53	REIMBURSE-MILES-CERTIFIED PUBLIC M

28024	CHIEF SUPPLY	01/16/15	\$ 397.39	POLICE DEPT-RADIO HOLDERS
28024	CHIEF SUPPLY	VARIOUS	\$ 232.11	POLICE EQUIPMENT ACCESSORIES-HAND CUFF/BATON HO
28025	FEDERAL EXPRESS	VARIOUS	\$ 147.12	DELIVERIES-GRANTWORKS/TMRS/ATTORNEY GENERAL
28026	FIRESTONE BFS RETAIL	03/05/15	\$ 59.99	FRONT END ALIGNMENT PD UNIT F-71
28027	FOUR STARS DRIVE IN	02/28/15	\$ 100.00	FEB 2015-PRISONER MEALS
28028	FRED PRYOR SEMINARS	03/11/15	\$ 99.50	TRAINING REWARDS PROGRAM-D.HOUSE
28029	GEXA ENERGY	02/23/15	\$ 2,385.63	ELEC-CITY HALL/PD/COURT/BOY&GIRLS CLUB
28029	GEXA ENERGY	02/23/15	\$ 8,756.98	ELEC-STREETLIGHTS/PARKS/LIBRARY
28030	GOVERNMENT FINANCE OFFICERS	03/12/15	\$ 370.00	COMPREHENSIVE ANNUAL FINANCIAL REPORT
28031	HARLINGEN TAX OFFICE	02/26/15	\$ 197.85	COLE TRACT SUBDIVISION BLK 17 &18-NATURE PARK
28032	HECTOR GONZALEZ	02/02/15	\$ 35.00	REIMBURSE-PER DIEM-DLA PICK UP-KILLEEN, TX 2/2/15
28033	HUGHES NET	03/04/15	\$ 112.41	SATELLITE INTERNET EOC
28034	INSTITUTE OF MANANGEMENT	02/06/15	\$ 220.00	IMA-PROFESSIONAL MEMBERSHIP-C.GONZALES
28035	JAMES HARRIS	03/18/15	VOID	VOIDED CHECK-TRIP CANCELLED TX POLICE CHIEFS ASSO
28036	JUAN RODRIGUEZ	VARIOUS	\$ 70.00	REIMBURSE-PER DIEM-DLA PICK UP-KILLEEN/SAN ANTONIO
28037	LT BOSWELL	02/09/15	\$ 38.65	SHIELD REPAIRS TO PD UNIT F-93
28038	LAW ENFORCEMENT SYSTEMS	02/19/15	\$ 286.00	TRAFFIC TICKETS
28039	LINEBARGER GOGGAN BLAIR	03/20/15	\$ 2,836.24	JAN 2015-COLLECTION FEES
28040	LONG CHILTON	VARIOUS	\$ 121.22	OUTSOURCE PAYROLL
28041	LOS FRESNOS MEDICINE	02/20/15	\$ 25.00	TB TEST-J.CASTILLO
28042	LOS FRESNOS NEWS	VARIOUS	\$ 582.00	ADS-PUB HEARING-BLOCK GRANT/PART TIME CASHIER/HE
28043	LOWER RGV DEVELOPMENT	02/28/15	\$ 40.00	FEB 2015- TRANSPORTATION SERVICES
28044	NOVA HEALTHCARE	02/18/15	\$ 30.45	PRE EMPLOYEE SCREEN-N.LOZANO
28045	O'REILLY AUTO PARTS	VARIOUS	\$ 235.05	FEB 2015-SUPPLIES FOR MAINTENANCE
28045	O'REILLY AUTO PARTS	VARIOUS	\$ 423.99	HEADLIGHT REPAIRS FOR PD UNIT/ BATTERY CHARGER
28045	O'REILLY AUTO PARTS	02/23/15	\$ 502.72	UPPER & LOWER BALL JOINTS FOR PD UNIT F-71
28046	O'REILLY AUTO PARTS	VARIOUS	VOID	VOIDED CHECK-CONTINUED
28047	POSITIVE PROMOTIONS	03/12/15	VOID	VOIDED CHECK- DRUG FREE/RED RIBBON WEEK RIBBONS
28048	PURCHASE POWER	VARIOUS	\$ 415.31	JAN/FEB 2015 POSTAGE
28049	QUARTERMASTER	03/02/15	\$ 54.52	SERGEANT STRIPES/CORPORAL STRIPES FOR PD UNIFORM
28050	QUICK LUBE PLUS	12/23/15	\$ 48.32	PD UNIT-F-61 FRONT SWAY BAR LINKS
28051	QUILL	02/24/15	\$ 15.99	FILE BOX FOR COMMUNITY HEALTH WORKER
28051	QUILL	03/03/15	\$ 66.99	FOLDING TABLE FOR COMMUNITY HEALTH WORKER
28051	QUILL	02/24/15	\$ 12.50	OFFICE SUPPLIES-CITY HALL-FLASH DRIVE
28052	REGION STAFFING	VARIOUS	\$ 2,777.04	CONTRACT LABOR/CUSTODIAN WKEND 3/1,3/8/15
28053	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
28054	RIOS SURVEYING, LLC	03/05/15	\$ 1,000.00	SURVEY/BOUNDARY MARKERS-COMMUNITY PARK/NATURE
28055	SAM'S CLUB	02/04/15	\$ 129.74	ICE CHEST/COPY PAPER- POLICE DEPT
28056	SAN BENITO MEDICAL ASSOC	VARIOUS	\$ 121.00	PRE EMPLOYEE SCREENS-M.LOZANO, R.RODRIGUEZ
28057	SMARTCOM TELEPHONE	03/08/15	\$ 271.79	PHONE SERVICE-POLICE DEPT
28058	STAPLES BUSINESS ADVANT	02/21/15	\$ 211.48	OFFICE SUPPLIES-CITY HALL-STORAGE BOXES/FLASH DRIV
28059	STRIPES	VARIOUS	\$ 6.93	PRISONER MEALS 2/16-2/23/15
28060	TERMINIX	02/19/15	\$ 38.00	PEST CONTROL-ANIMAL SHELTER
28061	TEXAS FLEET FUEL	VARIOUS	\$ 2,108.62	FUEL FOR ENV/PARK/POLICE/STREET DEP VEHICLES
28062	THE WATERS CONSULTING GROU	03/20/15	\$ 240.00	SURVEY NAVIGATOR- 1 YR SUBSCRIPTION
28063	TIME WARNER CABLE	03/01/15	\$ 110.36	INTERNET SVC-CITY HALL/POLICE DEPT/ COURT
28064	TIME WARNER CABLE	10/01/14	\$ 552.96	REIMBURSE-TWC- PEG CAPITAL FEE
28065	TIME WARNER CABLE	10/01/14	\$ 2,764.82	REIMBURSE-TWC-FRANCHISE FEE
28066	TX POLICE CHIEF ASSOCIATION	03/18/15	VOID	VOIDED CHECK-TRIP CANCELLED -REGISTRATION-J.HARRIS
28067	UNIFORM & ACCESSORIES	03/12/15	\$ 187.93	BADGES FOR POLICE DEPT UNIFORMS
28068	UNIVERSITY OF TX-PAN AM	03/13/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE TRACK #3-3/20-3/21-
28069	VEAE SERVICES	03/10/15	\$ 450.00	LABOR & INSTALLATION OF OUTSIDE WIFI EQUIPMENT-LIBR
28070	CITY OF L.F. PAYROLL ACCT	03/26/15	\$ 56,631.46	DUE TO PAYROLL #13 3/27/15
28071	ZARSKY LUMBER	02/27/15	\$ 3,843.40	SUPPLIES FOR MAINTENANCE FEB 2015
		TOTAL	\$ 251,234.04	
	50 OUTSTANDING CHECKS		\$ (2,626.45)	2006-2013 OUTSTANDING CHECKS VOIDED

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2015

05 - UTILITY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,154,000	171,370.59	995,697.72	0.00	1,158,302.28	46.23
TOTAL REVENUES	2,154,000	171,370.59	995,697.72	0.00	1,158,302.28	46.23
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	479,767	34,595.91	203,967.02	237.69	275,562.29	42.56
05-INFORMATION TECHNOLOG	15,230	537.16	19,901.00	544.71	(5,215.71)	134.25
26-WATER SUPPLIES	96,100	5,162.61	56,648.60	6,439.20	33,012.20	65.65
27-MAINTENANCE OF WATER S	8,000	0.00	16,039.39	0.00	(8,039.39)	200.49
28-MAINTENANCE OF WATER E	39,600	74.50	11,987.64	461.31	27,151.05	31.44
29-WATER PURCHASES	44,022	0.00	11,002.20	0.00	33,019.80	24.99
30-WATER MISCELLANEOUS EX	366,085	3,108.03	117,458.28	0.00	248,626.72	32.08
20-CAPITAL OUTLAY	61,000	1,300.00	6,571.41	0.00	54,428.59	10.77
32-WATER BONDED INDEBTEDN	262,331	0.00	69,470.73	0.00	192,860.27	26.48
34-SEWER ADMINISTRATION	603,338	41,867.41	278,748.06	237.68	324,352.26	46.24
35-INFORMATION TECHNOLOG	15,230	537.16	5,462.23	544.73	9,223.04	39.44
36-SEWER SUPPLIES	69,000	2,330.07	28,524.89	234.06	40,241.05	41.68
37-MAINTENANCE OF SEWER S	7,000	0.00	1,024.59	0.00	5,975.41	14.64
38-MAINTENANCE OF SEWER E	57,500	3,059.00	31,956.89	190.80	25,352.31	55.91
39-SEWER MISC. EXPENSES	293,500	1,303.02	17,075.76	0.00	276,424.24	5.82
41-SEWER BONDED INDEBTEDN	61,478	0.00	13,680.25	0.00	47,797.75	22.25
52-TRANSFER OUT	75,000	0.00	185,996.25	0.00	(110,996.25)	248.00
TOTAL EXPENDITURES	2,554,181	93,874.87	1,075,515.19	8,890.18	1,469,775.63	42.46
REVENUE OVER/(UNDER) EXPENDITURES	(400,181)	77,495.72	(79,817.47)	(8,890.18)	(311,473.35)	22.17

Attachment: March Finance Report (1333 : Finance Report)

CHECKLIST FOR				MARCH 2015
WATER & SEWER				
CK #	VENDOR NAME	Inv.Date	Amount	Description
145038	AGUAWORKS	01/27/15	\$ 240.12	FLEX SADDLE TEES-SEWER CONNECTIONS
145038	AGUAWORKS	02/13/15	\$ 240.60	PVC FLEX COUPLING/PVC GLUE
145038	AGUAWORKS	01/29/15	\$ 181.10	32" MANHOLE RING-HENDERSON RD & TEXOMA
145039	ALICIA LERMA	02/28/15	\$ 141.00	CLEANING OF W/S VEHICLES
145040	AMAZON.COM	02/02/15	\$ 150.69	CABLES TO COMPLETE TV INSTALLATION-COURTROOM/C
145040	AMAZON.COM	02/02/15	\$ 447.50	CISCO ROUTER-OFFSITE NETWORK LOCATION SECURITY
145041	ANA-LAB	02/19/15	\$ 99.00	WATER TESTING-FEBRUARY 2015
145042	AT&T	02/17/15	\$ 1,060.25	PHONE SERVICE- WATER/SEWER
145043	CHOCO'S TIRE SHOP	VARIOUS	\$ 33.00	FLAT REPAIRS-W/S TRUCK/ BACKHOE/ WS-091
145044	EAST RIO HONDO WATER SUPPLY	VARIOUS	\$ 260.33	WATER SERVICE-EDAP LIFT STATIONS
145045	FEDERAL EXPRESS	VARIOUS	\$ 93.72	DELIVERY-NORTON ROSE FULBRIGHT/RM WRIGHT
145046	ODESSA PUMPS	02/12/15	\$ 2,430.00	UNIT#5369 RENTAL-BYPASS AT HENDERSON LS-1/12-2/9/1
145046	ODESSA PUMPS	02/12/15	\$ 2,070.00	UNIT#5252 RENTAL-SLUDGE REMOVAL-1/16-2/13/15
145047	STAPLES BUSINESS ADVANT	02/07/15	\$ 158.15	OFFICE SUPPLIES-CITY HALL-TYPEWRITER RIBBON/COPY
145047	STAPLES BUSINESS ADVANT	02/07/15	\$ 125.98	OFFICE SUPPLIES-CITY HALL-TYPEWRITER/STORAGE BO
145048	TEEX	02/12/15	\$ 375.00	WASTE WATER COLLECTIONS CLASS 1/27-1/29-H.MANRRI
145049	TEXAS FLEET FUEL	02/15/15	\$ 120.31	FUEL FOR WATER/SEWER VEHICLES
145050	TYLER TECHNOLOGIES	03/01/15	\$ 1,356.05	ANNUAL HARDWARE MAINTENANCE
145051	US POSTMASTER	02/20/15	\$ 220.00	RENEWAL-ANNUAL POSTAGE PERMIT
145052	VEAE SERVICES	01/22/15	\$ 244.50	INSTALL CAT 5 CABLE-SENIOR CENTER FOR NETWORK C
145053	ZEPEDA SPRINKLERS	02/27/15	\$ 145.90	BACKFLOW ASSEMBLY TEST ON EDAP LIFST STATIONS #9
CHECKS 145054-145059				UTILITY DEPOSIT REFUND CHECKS
145060	CITY OF L.F. PAYROLL ACCT	03/12/15	\$ 29,091.04	DUE TO PAYROLL # 12 3/13/15
145061	US POSTMASTER	03/17/15	\$ 148.92	POSTAGE-LATE NOTICE WATER BILLS
145062	AGUAWORKS	02/24/15	\$ 436.38	PLASTIC METER BOXES-BRASS METER COUPLINGS
145062	AGUAWORKS	02/24/15	\$ 357.16	2-1" I PERL WATER METERS
145063	CCID #6	02/28/15	\$ 932.72	FEB 2015-RAW WATER
145064	CHEMTRADE CHEMICALS	02/04/15	\$ 7,147.34	4000 GALLONS CLARION/20 DRUMS LAS CHEMICALS
145065	CHOCO'S TIRE	VARIOUS	\$ 96.00	FLAT REPAIR WS-091/KIOTI TRACTOR-USED TIRES -WS-06
145066	CINTAS CORPORATION	VARIOUS	\$ 644.44	CLEANING OF W/S UNIFORMS
145067	DEPARTMENT STATE HEALTH	03/02/15	\$ 52.92	WATER TESTING-FEBRUARY 2015
145068	DPC INDUSTRIES	02/26/15	\$ 4,857.57	24 CYLINDERS CL2 WTP-18 CYLINDERS CL2/6 CYLINDERS
145069	FRED PRYOR SEMINARS	03/11/15	\$ 99.50	TRAINING REWARDS PROGRAM-D.HOUSE
145070	GEXA ENERGY	02/23/15	\$ 12,080.84	ELEC-FLOODLIGHTS/SVC CENTER/WTP/LS/SEWER/WATEI
145071	INTEGRITY TESTING	02/27/15	\$ 776.00	FEBRUARY 2015-SEWER TESTING
145072	LUIS MASCORRO	03/10/15	\$ 400.00	ELECTRICAL WORK-EDAP LIFT STATION#3
145072	LUIS MASCORRO	03/06/15	\$ 275.00	REPAIRS AT LS #2,3, & 10
145073	O'REILLY AUTO	VARIOUS	\$ 125.73	SUPPLIES FOR MAINTENANCE FEB 2015
145074	ODESSA PUMPS	03/09/15	\$ 2,430.00	UNIT 5369 RENTAL-SLUDGE REMOVAL 2/9-3/9/15
145075	PRAXAIR DISTRIBUTION	02/20/15	\$ 248.20	CHEMICAL CYLINDER RENTAL
145076	PURCHASE POWER	VARIOUS	\$ 5.67	JAN/FEB 2015-POSTAGE
145077	QUILL	02/24/15	\$ 40.45	OFFICE SUPPLIES-FLASH DRIVE/COFFEE/CREAMER
145078	STAPLES BUSINESS ADVANT	02/21/15	\$ 139.52	OFFICE SUPPLIES-CITY HALL-STORAGE BOXES/FLASH DR
145079	TEXAS FLEET FUEL	VARIOUS	\$ 568.75	FUEL FOR WATER/SEWER VEHICLES
145080	TIME WARNER CABLE	03/01/15	\$ 73.56	INTERNET SVC-WATER/SEWER DEPT
145081	UNIVERSITY OF TX-PAN AM	03/13/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE TRACK #3-3/20-3/2
145082	US POSTMASTER	03/25/15	\$ 531.43	POSTAGE-FIRST NOTICE WATER BILLS
145083	CITY OF L.F. PAYROLL ACCT	03/26/15	\$ 30,081.42	DUE TO PAYROLL #13 3/27/15
145084	ZARSKY LUMBER	02/27/15	\$ 518.55	SUPPLIES FOR MAINTENANCE FEB 2015
TOTAL			\$ 102,649.81	
UTILITY DEPOSIT REFUND CHECKS				
145054	COBO-CLARK, AMIE D	03/06/15	\$ 56.69	ACCT #01-23929-02 UTILITY DEPOSIT REFUND
145055	ROBINHOOD APARTMENTS,LLC	03/06/15	\$ 130.69	ACCT #02-05708-00 UTILITY DEPOSIT REFUND
145056	SATTERFIELD & PONTIKES INC	03/06/15	\$ 39.11	ACCT #02-09410-00 UTILITY DEPOSIT REFUND
145057	ROBINHOOD APARTMENTS,LLC	03/06/15	\$ 130.69	ACCT #02-22017-00 UTILITY DEPOSIT REFUND
145058	VENABLE, KERRY R	03/06/15	\$ 43.35	ACCT #03-06117-06 UTILITY DEPOSIT REFUND
145059	POLANCO, EDUARDO	03/06/15	\$ 22.64	ACCT #03-06120-05 UTILITY DEPOSIT REFUND
TOTAL			\$ 423.17	
66 OUTSTANDING CHECKS			\$ (1,956.53)	2006-2013 OUTSTANDING CHECKS VOIDED

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2015

09 -COMMUNITY DEVELOPMENT COR
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	<u>205,150</u>	<u>17,537.27</u>	<u>108,867.41</u>	<u>0.00</u>	<u>96,282.59</u>	<u>53.07</u>
TOTAL REVENUES	<u>205,150</u>	<u>17,537.27</u>	<u>108,867.41</u>	<u>0.00</u>	<u>96,282.59</u>	<u>53.07</u>
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	<u>205,150</u>	<u>13,010.97</u>	<u>45,483.97</u>	<u>2,500.00</u>	<u>157,166.03</u>	<u>23.39</u>
TOTAL EXPENDITURES	<u>205,150</u>	<u>13,010.97</u>	<u>45,483.97</u>	<u>2,500.00</u>	<u>157,166.03</u>	<u>23.39</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	<u>0</u>	<u>4,526.30</u>	<u>63,383.44</u>	<u>(2,500.00)</u>	<u>(60,883.44)</u>	<u>0.00</u>
	=====	=====	=====	=====	=====	=====

[illegible]

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1334)

DOC ID: 1334 A

**B. 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 March 2015

Water treatment plant

Total Output: 14,425,000

Daily Average: 465,323

% of Capacity: 46.5%

Wastewater Treatment Plant

Total Output: 22,157,300

Daily Average: 714,751

% of Capacity: 71.4%

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

CALLS FOR SERVICE	MONTH	YEAR TO DATE	OTHER
Other: Code Enforcement	12	29	
Unstop Sewer	9	18	
Repair Leak	1	1	
Change Meter	9	23	
Water Taps	2	10	
Sewer Taps	1	14	
Service Check for Water Leak at Account	9	32	
Service Connects/Disconnects	391	714	
Street Repairs	0	0	
Pot hole Repairs	110	290	
Drainage Complaint	3	4	
Street Sign Replacement	2	2	
Call for Sewer Stoppage	9	28	
City Sewer Lines Unstopped	6	15	
Tons of Asphalt Used	5	13.08 TONS	
Tons of Gravel Used	2	14 TONS	
Fire Hydrants Flushed And Oiled	5	11	
Fire Hydrants Repaired	0	0	
Valves Repaired	0	1	
Manholes Cleaned or Repaired	5	20	


Carlos Salazar, Public Works Director

Attachment: March Public Works Report [Revision 1] (1334 : Public Works Report)

**CITY OF LOS FRESNOS
BUILDING PERMITS ISSUED**

MONTH & YEAR March,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	4	12	5	11	2	9	1	2			\$336,000.00	\$1,024,400.00
DUPLEXES/APARTMENTS	1	1									\$80,000.00	\$80,000.00
HOTEL/MOTEL / BANK												
OFFICES/ STORAGE						1						
STORES/RESTAURANTS						1						
PUD DEVELOPMENT												
SIGNS		4										\$8,154.99
CHURCHES/OTHER BUILDINGS	1	1	1	1	1	1					\$9,300.00	\$9,300.00
FENCE/DRIVEWAY/REROOF	4	8									\$17,600.00	\$29,540.00
SWIMMING POOLS		1										\$25,000.00
RESIDENTIAL ADD/REMODEL	1	7									\$1,200.00	\$13,800.00
COMMERCIAL ADD/REMODEL	1	2	1	1	1	1					\$15,000.00	\$19,500.00
STORAGE/GARAGES/CARPORTS	2	6									\$2,400.00	\$23,224.73
IRRIGATION				2								
TOTALS	14	42	7	15	4	13	1	2	0	0	\$461,500.00	\$1,232,919.72

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1335)

DOC ID: 1335 A

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

Call with questions.

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

3/1/2015 10:14:42 AM
thru 3/31/2015 10:14:42 AM

Violation	# of Offenses
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	3
CHILD IN NEED OF SUPERVISION RUNAWAY	3
CRIMINAL MISCHIEF/CLASS C	1
DRIVING W/LIC INV W/PREV CONV/SUSP/W/O FIN RES	2
DRIVING WHILE INTOXICATED	14
DRIVING WHILE INTOXICATED BAC >= 0.15	2
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	12
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	16
HOLD FOR CUSTOMS	10
NO DRIVER'S LICENSE	20
POSS CS PG 2 < 1G	1
POSS CS PG 3 < 28G	1
POSS MARIJ <=2 OZ DRUG FREE ZONE	1
POSS MARIJ <2OZ	1
PUBLIC INTOXICATION	5
RACING ON HIGHWAY	1
RECKLESS DRIVING	1
RESIST ARREST SEARCH OR TRANSPORT	1
THEFT	1
UNAUTH USE OF VEHICLE 23h	1
Total Violations	100
Total Arrests	93

Attachment: March police report (1335 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Incidents - By Violation

3/1/2015 10:15:41 AM
thru 3/31/2015 10:15:41 AM

Violation	Incidents
ABANDONED VEHICLES	5
ALARMS	19
ANIMAL CONTROL	59
ASSAULT CAUSES BODILY INJ 13a	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13c	1
BURGLARY OF HABITATION	1
CHILD IN NEED OF SUPERVISION RUNAWAY	5
CITY ORD VIOLATION	18
CRIMINAL MISCHIEF >=\$50<\$500	7
CRIMINAL MISCHIEF/CLASS C	4
D.O.C. FIGHTING WITH ANOTHER	1
D.O.C. URINATING IN A PUBLIC PLACE	1
DRIVING W/LIC INV W/PREV CONV/SUSP/W/O FIN RES	1
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	2
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	12
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	15
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	2
FORGERY GOVT/NATIONAL INST/MONEY/SECURITY	1
HARASSMENT	2
LEAVING SCENE OF ACCIDENT	2
LOUD NOISE	7
MAINTENANCE OF SIGNS	1
MOTOR VEHICLE FUEL THEFT	1
NO DRIVER'S LICENSE	20
ONE-WAY ALLEYS	1
PARKED IN PROHIBITED AREA	1
PEDDLERS AND SOLICITORS	2
POSS CS PG 2 < 1G	1
POSS CS PG 3 < 28G	1
PUBLIC INTOXICATION	5
RECKLESS DRIVING	3
RESIST ARREST SEARCH OR TRANSPORT	1
RIGHT OF WAYS/BASKETBALL NETS	10
SEMI TRUCK ROUTE	4
SILENT ABUSIVE CALLS TO 911 SERVICE	1
TERRORISTIC THREAT 13a	1
TERRORISTIC THREAT 13b	1
THEFT	10
UNAUTH USE OF VEHICLE 240	1
WEEDED OR RUBBISH LOT	50
WELFARE CONCERN	6
Total Violations	292
Total Incidents	426

Attachment: March police report (1335 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Accident - By Street & Intersection

3/1/2015 10:13:20 AM
thru 3/31/2015 10:13:20 AM

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
32000 STATE HIGHWAY 100 & FM 1575	1	0	0	0
7TH & PALMA	1	0	0	0
8TH & MESQUITE	1	0	0	0
ARROYO & 10TH	1	0	2	0
ARROYO & 7TH	1	0	2	0
ARROYO & OCEAN	1	0	2	0
ARROYO & RESACA RETREAT	1	0	3	0
OCEAN & ARROYO	1	0	2	0
OCEAN & EVERGREEN	1	0	0	0
OCEAN & FM 1575	1	0	0	0
OCEAN & NOGAL	3	0	0	0
OCEAN & OLEANDER	1	0	1	0
OCEAN & VILLA DEL SUR	1	0	1	0
Total	15	0	13	0

Attachment: March police report (1335 : Police Department Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1336)

DOC ID: 1336 A

D. Municipal Court Report 1. Monthly Report

Call with questions.

Attachment: March Municipal Court Report (1336 : Municipal Court Report)

Citation No.	Docket No.	Violator	TOTAL FOR REPORT			
Code	Payments	Refunds	Net	G/L	Acct No.	
WRNTFE C 202	9,638.10	0	9,638.10	01	407-0240	
FINE C 384	20,219.19	0	20,219.19	01	407-0240	
TECH CT 382	1,502.00	0	1,502.00	01	407-0241	
STF S 295	8,471.90	0	8,471.90	01	2512	
MCBS Bldg 375	1,119.00	0	1,119.00	01	407-0270	
SJRF S 367	1,465.10	0	1,465.10	01	2512	
JFCT2 S 367	1,969.40	0	1,969.40	01	2512	
JFCI C 368	220.80	0	220.80	01	407-0240	
IDF S 367	732.00	0	732.00	01	2512	
CJFS C 184	16.56	0	16.56	01	2512	
CJFC C 184	1.84	0	1.84	01	407-0240	
TP-L-C S 59	544.00	0	544.00	01	407-0240	
TP-S S 62	713.20	0	713.20	01	2512	
TP-L-Jud 60	147.10	0	147.10	01	407-0260	
COLAGY Cou 153	9,779.64	3	9,626.04	01	2513	
CCC04 S 391	14,977.90	2	14,942.90	01	2512	
AR C 370	1,847.00	0	1,847.00	01	407-0240	
TLFTA1 S 180	3,413.60	0	3,413.60	01	2512	
TLFTA2 own 171	1,026.00	0	1,026.00	01	2517	
TLFTA3 C 171	680.10	0	680.10	01	407-0240	
TFC C 285	855.00	0	855.00	01	407-0240	
CS2 child 226	570.00	0	570.00	01	407-0280	
TPF S 276	552.00	0	552.00	01	2512	
SPEX C 10	358.00	0	358.00	01	407-0290	
AF2 C 86	1,720.00	0	1,720.00	01	407-0240	
TXSBLT C 13	289.16	0	289.16	01	2515	
DSC C 22	217.80	0	217.80	01	407-0240	
AF C 3	30.00	0	30.00	01	407-0240	
ACC C 3	60.00	0	60.00	01	407-0240	
OP over 3	14.20	0	14.20	01	2516	
GR C 1	2.50	0	2.50	01	2512	
LEMI C 1	0.50	0	.50	01	2512	
JCPT C 4	5.00	0	5.00	01	2512	
CVC C 4	60.00	0	60.00	01	2512	
CJP C 1	5.00	0	5.00	01	2512	
LEOA C 2	2.00	0	2.00	01	2512	
LEOCE C 1	2.00	0	2.00	01	2512	
OCL C 1	49.00	0	49.00	01	2512	
CCC C 3	51.00	0	51.00	01	2512	
FA C 3	15.00	0	15.00	01	2512	
JCD C 3	0.75	0	.75	01	2512	
MSB coll 0	0.00	2	18.00-	01	2513	
JFCT C 2	6.80	0	6.80	01	2512	
CSS C 2	0.30	0	.30	01	2512	
Total: 5834	83,350.44	7	206.60-	83,143.84		

city 30361.8.
court tech 1502
Bldg security 1119.
ann base 1026
coll agency 960.4
judge ed 147.
child safety 59
over pay. 14.0
state 32.795.

Attachment: March Municipal Court Report (1336 : Municipal Court Report)

Cash Payments.....+ \$78,423.34
Bond Forfeited....+ \$0.00
Bond Applied.....+ \$4,720.50

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: Library
Category: Report
Prepared By: Angie Lugo
Initiator: Angie Lugo
Sponsors:
DOC ID: 1343

SCHEDULED

ACTION ITEM (ID # 1343)

March 2015 Library Report

Call with questions.

ETHEL L. WHIPPLE MEMORIAL LIBRARY

LIBRARIAN'S REPORT

MARCH 2015

Who Checked Out

Adult	869
Children	152
Teens	7

What Checked Out

Adult Books	274
Children Books	169
Young Adult Books	181
Videos	421
Audios	0
Spanish Books	37

What was Downloaded

eBooks	72
Audiobooks	1

Patron Access Computer Use

Total Sessions	1024
Total Time	661 hours

Free WiFi Access Use

Total Sessions	288
Total Time	900 hours

What Happened In the Library

Hours Open	176 hours
Attendance	485
Children Program Attendance	175
Volunteer Hours	25
New Cards Issued	42
New Books Added	148
Books Weeded	0
New Videos Added	15
Videos Weeded	54
Reference Questions	210
Assists in Computer Lab	155
Total Annual Revenue	\$9070.77

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Mark Milum
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1337)

DOC ID: 1337 A

F. 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 MARCH 2015

<u>FIRES</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Business Structures	<u>2</u>	<u>2</u>
Dwellings		<u>1</u>
Mobile Homes		
Grass		
Refuse		
Incendiary or Suspicious Fires		
Institutional		
Motor Vehicles	<u>3</u>	<u>15</u>
Rescue Calls	<u>4</u>	<u>2</u>
Other Calls		
		<u>29</u>
TOTAL ALARMS		

MONTHLY FIRE PREVENION INSPECTIONS

Commercial Businesses	<u>10</u>	Institutions	
Industrial Structures		Homes	
Public Buildings		Apartments	
Hotels			
TOTAL INSPECTIONS	<u>10</u>		

SCHOOL, HOSPITAL, and NURSING HOME FIRE DRILLS SUPERVISED _____

LECTURES-PRESENTATIONS MADE/FILMS SHOWN 1 Girl Scouts TOTAL AUDIENCE 31

FIRES INVESTIGATED (ACCIDENTAL) 2 (INCENDIARY) _____


FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: March Fire Marshal Report (1337 : Fire Marshall's Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/14/15 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1346)

DOC ID: 1346

**Closed Session - Deliberation pursuant to Section 551.074,
Title 5 of the Texas Government Code, the Texas Open
Meetings Act regarding the 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: 04/14/15 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 1347)

DOC ID: 1347

Open Session - Deliberation and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Chief of Police, Public Works Director, Librarian or City Secretary.