

City Council

200 North Brazil

Regular Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Tuesday, May 14, 2019

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, MAY 14, 2019 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
 1. Consideration and ACTION to approve a proclamation declaring May 23, 2019 as GySgt Santiago Salguero day.
 2. Presentation/Recognition Emergency Medical Services
 3. Presentation/Recognition National Police Day and Week
 4. Presentation by Ms. Sylvia Garza-Perez on the 2020 Census
4. Consent Agenda
 1. Consideration and ACTION to approve the minutes from April 9, 2019.
 2. Consideration and ACTION to approve a budget amendment for the Community Health Program.
 3. Consideration and ACTION to approve a budget amendment for the Community Health Program.
 4. Consideration and ACTION to approve Resolution 9-2019 for a grant application for the City of Los Fresnos to the Office of the Governor.
 5. Consideration and ACTION to approve the Los Fresnos Police Department to participate in the Law Enforcement Support Office program (1033 Program).
 6. Consideration and ACTION to approve a Service Agreement with the Commemorative Air Force Airshow (RGV) as approved by the CDC Board.
 7. Consideration and ACTION to approve a Proclamation proclaiming May 2019 to be Older American Month.
 8. Consideration and ACTION to approve Resolution 10-2019 Resolution of the city of Los Fresnos authorizing intervention in AEP Texas Inc.'s

requested rate change proceeding before the commission; approving cooperation with the cities served by AEP Texas; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

5. Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting you have a limit of 3 minutes to speak.
6. Action Items
 1. Consideration and ACTION to approve an Application Submission for the High Demand Job Training Program.
 2. Consideration and ACTION to approve a Memorandum of Understanding with Cameron County Education Initiative, Inc. and Los Fresnos Community Development Council.
 3. Consideration and ACTION to approve a Memorandum of Understanding between Workforce Solutions Cameron and Los Fresnos Community Development Corporation.
 4. Consideration and ACTION to approve a Memorandum of Understanding with the Los Fresnos Consolidated School District.
 5. Consideration and ACTION to approve Resolution 8-2019 to support and participate in a county-wide flood protection study funded partially by a grant from the Water Development Board and commit to contribute \$4,500 towards the local matching funds.
 6. Consideration and ACTION to approve plans for the Hike & Bike Trail project.
 7. Consideration and ACTION to approve surveying services to the engineering services for the Street Improvement Project
 8. Consideration and ACTION to approve providing a roll off container for citizen use once each quarter.
 9. Consideration and ACTION to appoint a person to the Los Fresnos Community Development Corporation Board.
7. Acknowledgement of City Manager's Report
 1. City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Underground Canal K. Update Planning & Zoning Ordinance L. Drainage Update M. Boys & Girls Club Quarterly Report N. Chamber Quarterly Report

8. Acknowledgement of Department Head Reports
 1. Financial Report 1. Monthly 2. Year to Date 3. Sales Tax
 2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
 3. Police Department 1. Arrests 2. Incidents 3. Accidents
 4. Municipal Court 1. Monthly Report
 5. Library Report 1. Monthly Report
 6. Fire Marshal's Report 1. Monthly Report
9. Closed Session - Deliberation pursuant to Section 551.017 & 551.072 Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following purchase, exchange, lease, or value of real property and the pending or contemplated litigation.
 1. Closed Session - Deliberation pursuant to Sections 551.071 and 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property and the pending or contemplated litigation.
10. Open Session – Deliberation and possible action regarding the following:
 1. Open Session - Deliberation pursuant to Sections 551.071 and 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property and the pending or contemplated litigation.
11. Adjournment

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on May 9, 2019 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

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

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3037)

DOC ID: 3037 C

**Consideration and ACTION to approve a proclamation
declaring May 23, 2019 as GySgt Santiago Salguero day.**

Gunnery Sergeant (GySgt) Santiago Salguero is a native of Los Fresnos, Texas, where his parents, Mr. and Mrs. Santiago Sr. and Lila Salguero, still reside today. GySgt Salguero graduated Los Fresnos High School in 1996 and joined the United States Marine Corps (USMC) in 1999 and has spent the last twenty years honorably serving as a motivating professional and leader in Signals Intelligence Analysis and Cyber Analysis, completing tours in Iraq and Afghanistan in support of Operations Iraqi Freedom and Enduring Freedom, respectively. In addition to being a dedicated Marine, GySgt Salguero is also a proud and dedicated father of three children, Paris, 18; Colton 16; and Savannah, 12.

I recommend approval.

PROCLAMATION

WHEREAS, GySgt Santiago Salguero has served our nation diligently for 20 years in the United States Marine Corps and

WHEREAS, The City of Los Fresnos, as his hometown desires to acknowledge his commitment to military service and dedication to making our citizens safe by his services and

WHEREAS, the city has flown a flag at the Los Fresnos City Hall on May 23, 2019 in honor of **GySgt Santiago Salguero** and

WHEREAS, represents the appreciation and pride of the people of Los Fresnos, Texas for his twenty years of dedicated service to our nation.

NOW, THEREFORE, I Mayor Polo Narvaez, do hereby proclaim May 23, 2019 as:

GySgt SANTIAGO SALGUERO DAY

IN WITNESS WHEREOF, I hereunto set my hand this the 14th day of April, 2019.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya

Attachment: PROCLAMATION Santiago Salguero MARINE [Revision 1] (3037 : Proclamation-GySgt Santiago Salguero)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3014)

DOC ID: 3014 A

Presentation/Recognition Emergency Medical Services

May 19-25 is National Emergency Medical Services Week. We want to recognize the individuals in the Los Fresnos Ambulance Service for the fantastic job they do each and every day providing quality service to our residents.

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 Council of the City of Los Fresnos encourage our Community to observe this week of May 19-25, 2019 as

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

in the City of Los Fresnos.

Signed this 9th day of April, 2019.



Polo Narvaez
Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya
Jacqueline Moya, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3015)

DOC ID: 3015 A

Presentation/Recognition National Police Day and Week

National Police day is May 15 and National Police Week is May 13-19. We want to recognize the officers of the Los Fresnos Police Department for a fantastic job they do protecting and serving our community. We are fortunate to have the quality of officers we have in our department keeping the crime rate low. Our residents are able to enjoy many freedoms not worrying about "the bad guys".

**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

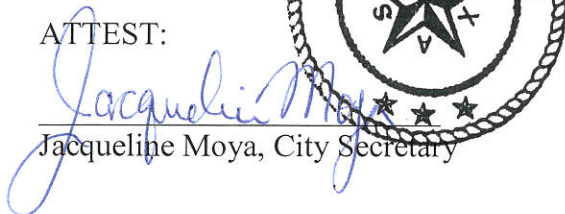
Whereas, the men and women of the Los Fresnos Police Department unceasingly provide a vital public service;

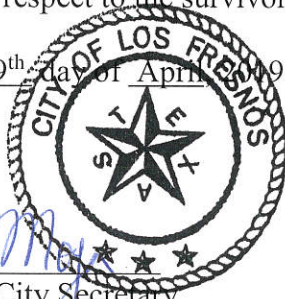
Now, therefore, the City Council of The City of Los Fresnos, call upon all citizens of Los Fresnos and upon all patriotic, civic and educational organizations to observe the week of May 13th – 19th, 2019, as Police Week with appropriate ceremonies and observances in which all of our people may join in 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 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.

Approved on this 9th day of April, 2019.

ATTEST:


Jacqueline Moya, City Secretary




Polo Narvaez, Mayor

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3016)

DOC ID: 3016 A

Presentation by Ms. Sylvia Garza-Perez on the 2020 Census

The 2020 census is quickly approaching and we want to be sure there is an accurate county of residents that live in Los Fresnos. An accurate count is important for planning and many other reasons on many levels but none more important than funding. The presentation will focus on the 2020 Census.

What is different about the 2020 Census?

With a little over a year and 2 months, the 2020 Census will be here. This census is different than any other because it will be Technology Driven. Citizens will have to call in to participate or complete the census online. No more knocking on the door. No more forms will be mailed.

- Respond via online
- Respond by calling in
- Response and participation results will be ready available per community to help identify those who have not participated
- Kick-off 03/23/2020
- Ends 07/2020
- Area Census Offices Close Late August 2020 through September 2020
- December 31, 2020 Deliver Census Count to the President

What do you know about your community?

- Estimated population of Cameron County 432,000
- Medium age is 31
- Households on average consists of 4
- 31% of the population was estimated to be in poverty as a result of the 2010 Census.

How do these Demographics present a challenge to a successful census?

- On average Texas receives over \$43 billion dollars per year based on Decennial Census.
- Per capita allocation totals \$1578

Example:

- A household of 6 x \$1578 = \$9468
- Over a 10 year period that \$9468 = \$94,680

With a population of approximately 432,000 you can imagine the loss to the county.

What are the types of areas and/or populations are there in your community that may be a challenge to get them to participate in the census?

Those individuals that rent often times do not participate in the census, new immigrants afraid of repercussion of immigration status, those with language barriers, lack of internet access and not understanding the importance of participating.

Cameron County is currently joining other counties and other states in the lawsuit to remove questions pertaining to immigration/citizenship status.

How can the Cameron County Complete Count Committee assist the Census Bureau in getting a complete and accurate count in low response areas and/or populations in your community?

Collaborating with the many municipalities across Cameron County, partnering with business partners, partnering with Faith Based community members, reaching out to Education partners, build community teams that can work together to reach members in each municipality.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3025)

DOC ID: 3025 A

Consideration and ACTION to approve the minutes from April 9, 2019.

I recommend approval.

City Council

200 North Brazil

Los Fresnos, TX 78566

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

Regular Meeting

~ Minutes ~

Tuesday, April 9, 2019

6:00 PM

City Hall

Agenda

1. Call meeting to order
Mayor Polo Narvaez called the meeting to order at 6:00 p.m.
2. Invocation and Pledge of Allegiance
Mr. Milum gave the invocation and led the audience in the Pledge of Allegiance.

Presentation

Recognition to the City of Los Fresnos for first place in the small community category for the It's Time Texas Community Challenge.

Mr. Milum explained the challenge to the council. He reminded the council that they had signed the pledge to participate early this year. Mr. Milum stated the City of Los Fresnos placed first in the small cities category for the state of Texas. Chief Hector Gonzalez presented the Mayor with the first place trophy.

Mayor Narvaez thanked Mr. Milum and congratulated the city for the first place.

RESULT: NO ACTION

Presentation/Recognition Public Safety Telecommunications Officers

Mr. Milum explained to the council that they approved a proclamation for Public Safety Telecommunicator's week which is April 14-20 2019. Mr. Milum gave the council a brief summary of the daily tasks the telecommunicator's have and the requirements to become a telecommunicator.

Commander Charlie Banda was present and introduced the telecommunicators present.

Mayor Narvaez and the council thanked the telecommunicators for a job well done.

Mayor Narvaez recessed the meeting at 6:20 p.m.

Mayor Narvaez opened the meeting at 6:25 p.m.

RESULT: NO ACTION

Consent Agenda

Councilmember Juan Munoz requested to have consent agenda items 1-3 pulled for further discussion.

Consideration and ACTION to approve the minutes from March 12 & 28, 2019.

Councilmember Juan Munoz stated that the minutes for March 12, 2019 showed that he was present for consent agenda but he was not. Mr. Milum stated it would be fixed and he remembered Mr. Munoz coming in late.

Motion was made and seconded to approve the minutes from March 12 & 28, 2019 with the changes recommended by Councilmember Juan Munoz

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Joe Collinsworth, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Consideration and ACTION to approve the second reading of Ordinance 499, Chapter 34 of Code of Ordinances regulating solid waste services.

Mr. Munoz asked Mr. Milum if the exception that were being added to the ordinance were the same as what the old ordinance read. Mr. Milum explained the red text was what would be deleted and the yellow text would be added.

Motion was made and seconded to approve the second reading of Ordinance 499, Chapter 34 of Code of Ordinance regulating solid waste services.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: Yolanda H. Cruz, Councilwoman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Consideration and ACTION to approve the second reading of Ordinance 500, Chapter 44 of Code of Ordinances regulating water and wastewater services.

Mr. Munoz asked Mr. Milum if the structure is not occupied would it have the water meter tap or not. Mr. Milum explained that the tap is not removed but if the home is not occupied there will not be a charge for sewer service. Mr. Milum explained the process to the council.

Motion was made and seconded to approve the second reading of Ordinance 500, Chapter 44 of Code of Ordinance regulating water and wastewater services.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Joe Collinsworth, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Approval or rejection of a Proclamation declaring May 2, 2019 as National Day of Prayer in the City of Los Fresnos.

Motion was made and seconded to approve a Proclamation declaring May 2, 2019 as National Day of Prayer in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Swain Real, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Approval or rejection of a Proclamation for National Hurricane Preparedness Week May 5-May 11, 2019.

Motion was made and seconded to approve a Proclamation for National Hurricane Preparedness Week May 5-May 11, 2019.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Swain Real, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Approval or rejection of a Proclamation declaring the week of May 19-25, 2019 as National Emergency Medical Services Week in the City of Los Fresnos.

Motion was made and seconded to approve a Proclamation declaring the week of May 19-25, 2019 as National Emergency Medical Services Week in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Swain Real, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Approval or rejection of a Proclamation declaring May 15, 2019 as Peace Officers' Memorial Day and declaring the week of May 13-19, 2019 as National Police Week in the City of Los Fresnos.

Motion was made and seconded to approve a Proclamation declaring May 15, 2019 as Peace Officers' Memorial Day and declaring the week of May 13-19, 2019 as National Police Week in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Swain Real, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

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

There were no comments.

Action Items

Consideration and ACTION to approve or reject change orders 4,5,6A & 6B for the new city hall project.

Mr. Milum explained he would review each change order one at a time. Change order 4 was for the power requirements to the air handlers. The total for the change would be \$2,986.96.

Mr. Milum answered questions for the council and discussed the change order.

Motion was made and seconded to approve Change Order 4.

RESULT: ADOPTED [5 TO 1]
MOVER: James Herrera, Councilman
SECONDER: Polo Narvaez, Mayor
AYES: Collinsworth, Herrera, Narvaez, Cruz, Real
NAYS: Juan Munoz

Consideration and ACTION to approve or reject change orders 4,5,6A & 6B for the new city hall project.

Mr. Milum gave the council an updated sheet for change order 5. Mr. Milum explained that the request was from him. The change request would be in the amount of \$5,754.00 and was changes to the flooring for the building. He gave examples of the flooring options.

Mr. Milum answered questions for the council and discussed the change order.

Motion was made and seconded to approve Change Order 5.

RESULT: ADOPTED [4 TO 2]
MOVER: Yolanda H. Cruz, Councilwoman
SECONDER: Polo Narvaez, Mayor
AYES: Joe Collinsworth, Polo Narvaez, Yolanda H. Cruz, Swain Real
NAYS: Juan Munoz, James Herrera

Consideration and ACTION to approve or reject change orders 4,5,6A & 6B for the new city hall project.

Mr. Milum explained than change order 6A was to add a 7 year Stucco Warranty and 6B was to add a 10 year Stucco Warranty.

Mr. Milum answered questions for the council and discussed the change orders.

Motion was made and seconded to not to approve Change Order 6A & 6B

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Herrera, Councilman
SECONDER: Joe Collinsworth, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Consideration and ACTION to participate and provide funding for job training in partnership with the Los Fresnos Consolidated Independent School District, Workforce Solutions Cameron and Cameron County Education.

Mr. Milum explained that a proposal was brought to the City through the Community Development Corporation. Mr. Milum reminded the council the CDC is funded by half a percent of the sales tax the city receives. One of their jobs is to provide quality of life project as they help with parks, infrastructure improvements in existing or new businesses and job training. The CDC has never done job training.

Through a partnership with Cameron County Education there could be a program to provide training to adults for jobs. The city would also partner up with Workforce Solutions Cameron and the Los Fresnos School District. The program would provide skill labor training. There are grants available for programs like this.

Mr. Milum explained the CDC could provide the matching funds for a grant to start this program. The city would provide the facility which is the old Fire & EMS warehouse located behind City Hall. Mr. Milum stated they are not to approve anything at that time because we do not know the dollar amount but it was just to give the council information and decide if Mr. Milum should stop working on getting the program going or to continue on.

Mr. Milum answered questions for the council and discussed the program.

Mayor Narvaez asked Mr. Milum to bring more information and details to the council.

RESULT: NO ACTION

Acknowledgement of City Manager's Report

City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Underground Canal K. Update Planning & Zoning Ordinance L. Drainage Update

Mr. Milum reported documents were uploaded into the Parks & Wildlife portal. It will take a few days to be reviewed and approved and then we can proceed with the Hike & Bike Trails.

The drainage project along Ash Street & Pecan Street has been complete. The paving and drainage on 6th Street is complete. The city is waiting for authorization from CDBG to begin paving on Ash Street.

Mr. Milum was scheduled to meet with a property owner on Henderson Road but she had to cancel.

Mr. Milum had a meeting Cameron County Drainage District #1. They agreed to remove the concrete in area where the drain failed during the last flooding. They asked Mr. Milum to help them find somebody to take the concrete.

Motion was made and seconded to acknowledge the City Manager Report, Mayor Narvaez asked if there were any questions on the report. Councilmember Juan Munoz questioned Mr. Milum on a few checks that were issued in the Financial Report. Mr. Milum answered question for the council on the checks issued.

Motion was made and seconded to acknowledge the City Manager Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Polo Narvaez, Mayor
SECONDER:	Joe Collinsworth, Councilman
AYES:	Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Acknowledgement of Department Head Reports

Motion was made and seconded to acknowledge the Department Head Reports the Mayor asked if there was any questions or discussions. Mr. Munoz questioned the Municipal Court Report and the Police Department Report. Mr. Milum explained the report.

Mayor Narvaez explained that in the interest of time, it is possible to call Mr. Milum before the meeting. The information in the packet can be read and if there is any question, the council can call Mr. Milum for clarification to save time during the meetings. Mayor calls Mr. Milum for questions when he does not understand something on the agenda. Mr. Munoz stated he was fine the way he did it and if the council and Mayor did not want to be there they could go home. Mayor Narvaez let Mr. Munoz know that he runs the meetings and if he did not like the way he ran the meeting Mr. Munoz should go home. It works both ways. He is in charge of the agenda and some of the things were just a waste of time because Mr. Munoz can ask those questions before coming to the meeting. Mr. Munoz asked Mr. Narvaez if he can't ask the questions at the meeting. Mayor Narvaez said he could ask the questions at the meeting but it is better to ask them prior to coming to the meeting and he was talking primarily about the City Managers Report and the Department Head Reports.

Mr. Munoz stated if he felt comfortable asking the questions at the meeting he was going to ask them at the meeting.

Mayor Narvaez explained he felt comfortable but in the interest of everybody's time do it the other way. Mayor Narvaez would appreciate if he would and he as the Mayor does need to have some control over the meeting and he does not like to drag on the meetings if there is not a need for it.

Financial Report 1. Monthly 2. Year to Date 3. Sales Tax

Motion was made and seconded to approve the Financial Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Swain Real, Councilman
SECONDER:	James Herrera, Councilman
AYES:	Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

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

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Swain Real, Councilman
SECONDER:	James Herrera, Councilman
AYES:	Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Police Department 1. Arrests 2. Incidents 3. Accidents

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: James Herrera, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Municipal Court 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: James Herrera, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Library Report 1. Monthly Report

Motion was made and seconded to approve the Library Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: James Herrera, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Fire Marshal's Report 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: James Herrera, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

EMS Report 1. Quarterly report

Motion was made and seconded to approve the Los Fresnos Emergency Medical Services 2nd Quarter Report 2019.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Swain Real, Councilman
SECONDER: James Herrera, Councilman
AYES: Munoz, Collinsworth, Herrera, Narvaez, Cruz, Real

Closed Session - Deliberation pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following.

- Deliberation pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following.

Closed Session - Deliberation pursuant to Sections 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property.

The council did not go to Closed Session due to there being no items to discuss.

Regular Meeting

Tuesday, April 9, 2019

6:00 PM

RESULT: NO ACTION**Open Session – Deliberation and possible action regarding the following:****Open Session - Deliberation pursuant to Sections 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property.****RESULT: NO ACTION**

11. Adjournment

Presiding Officer of the Council_____
Recorder

Attachment: CC 4 9 2019 (3025 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3033)

DOC ID: 3033 A

**Consideration and ACTION to approve a budget amendment
for the Community Health Program.**

The Community Health Program applied for a grant through Wal-Mart for \$1,500 to use for promoting the program, providing incentives for participation and general supplies needed. Wal-Mart is a wonderful partner and these funds will enhance the things we are trying to do in accomplishing a healthy community.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: 01 - General Fund

DEPARTMENT: Community Health

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	523 04100	Supplies	4,080.00		1,500.00	5,580.00
01	490 7562	Grants - Community Health	0.00		1,500.00	1,500.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Amendment Total			4,080.00	0.00	3,000.00	7,080.00

Justification/Explanation for change:

Grant from Walmart was awarded.

Dept Head Requesting Change	Date
<i>David W. Miller</i>	4/22/19

Finance Dept	Date
<i>[Signature]</i>	4/22/19

Approved: 	Date: 4/22/19
Mark Milium, City Manager	
Approved: 	Date:
Polo Narvaez, Mayor	

Walmart
702 S.W. 8th Street
Bentonville, AR 72716

CITY OF LOS FRESNOS
WALMART# 2765
200 N BRAZIL
LOS FRESNOS TX 78566



IN PAYMENT
OF INVOICES TO

*** Walmart**
702 S.W. 8th ST.
BENTONVILLE, AR 72716

*** INCLUDES**

AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMAAUSA

NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WALMART PHARMACY OF MICHIGAN, INC.
WALMART PUERTO RICO, INC.

CHECK DATE: 04-09-19

CHECK NUMBER: 0093381

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ ALLOWANCES	NET AMOUNT
04 05 19	54868437	05-09000	82628972		1500.00	0.00	1500.00

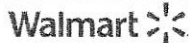
VENDOR: /999999975 CITY OF LOS FRESNOS

1500.00 0.00 1500.00

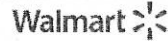
* VENDOR: Deduction codes are described on the reverse side of this statement

↓ DETACH AT PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



702 S.W 8th St. BENTONVILLE, AR 72716



WELLS FARGO BANK, N.A. 66-15
CHARLOTTE, NC 28288-0013 531

Vendor Number	Check Date	Check Number
999999975	04-09-19	0093381

NON-NEGOTIABLE AFTER 180 DAYS
0093381

PAY

ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

DOLLARS	CENTS
\$ *****1,500.00	
NET AMOUNT OF CHECK	

TO THE CITY OF LOS FRESNOS
ORDER WALMART# 2765
OF 200 N BRAZIL
LOS FRESNOS TX 78566

WALMART, INC.

M. Brett Biggs



Executive Vice President and Treasurer

[Our Focus](#)[Apply For Grants](#)[Associate Scholarships](#)[Our Volunteers](#)[International Giving](#)

Community Grant Program

[LOGOUT](#)

Confirmation of Application Receipt:

Your proposal was successfully submitted to Walmart. No further action on your part is required. A confirmation email will be sent to the email address provided during registration. Please ensure that your email client is not sending email from Cybergrants to a spam or junk email folder.

Please note: Applications are generally reviewed within 90 days of the submission date. Once funding decisions have been made, you will receive a follow up status email.

To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to [return to the homepage](#) when you are finished.

Contact Information

* First Name	Christine
* Last Name	Martinez
* Contact Title	Community Health Worker
* Address	200 N. Brazil
* City	Los Fresnos
* State	Texas
* Zip	78566
* Telephone	956-312-1406
* E-mail Address	christinadlr@aol.com
* Contact Type	Primary Contact

Program Information

Grant Type	Local Community Contribution
* Program Name	City of Los Fresnos
* Requested Grant Amount	\$5,000.00
* International Funding	No
* Focus Area	Health and Human Services

You have selected: Health and Human Services

Agreement

* MOU Applicant's Name	Christine Martinez
* MOU Applicant's Title	Community Health Worker for the City of Los Fresnos
* Acknowledgement of Terms and Conditions	AGREE

[Need Support?](#)

Attachment: BUDGET AMENDMENT 1-COMMUNITY HEALTH (3033 : Budget Amendment 1-Community Health)

Walmart Inc. ("Walmart") requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee's application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization's grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. AUTHORITY

Grantee's signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the "Grantor") that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes selected by Grantee in the Grantee's Community Grants application (the "Fund Use"). Additionally, Grantee agrees as follows:

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code");
- To influence the outcome of any specific public election;
- To conduct activities outside the United States;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No "off the books" or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee's program, procedures and operations, and discussions of the program with the Grantee's personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee's breach of the terms of this Agreement or the Grantee's failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 10 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3034)

DOC ID: 3034 A

**Consideration and ACTION to approve a budget amendment
for the Community Health Program.**

The Community Health Program received an award of \$1,800 from It's Time Texas for winning first place in the small city category of the statewide contest. The money must be used for promoting the program, providing incentives for participation, enhancing the program and general supplies needed. This will assist us in continuing to bring about change in having a healthy community.

I recommend approval.

Attachment: BUDGET AMENDMENT 2-COMMUNITY HEALTH (3034 : Budget Amendment 2-Community Health)

0032876796
4/19/2019

\$ 1800.00

DOLLARS

VOID AFTER 90 DAYS

Li. 2019

MP

00032876796 031101141 1153171

To: IT'S TIME TEXAS
City of Los Fresnos
200 N BRAZIL ST
LOS FRESNOS, TX 78566-3643

Date: 4/19/2019
Check #: 32876796
Payment Amount \$1,800.00
Bill Amount \$1,800.00

IT'S TIME TEXAS
EXPENSE REPORT
Coco Plunkett
Community Challenge

SELECT ONE: ☐ Check Request ☐ One-Time Vendor, please provide FW9

DATE: 4-Apr-19

PERSONAL EXPENSES REIMBURSEMENT

LINE NO.	DATE	VENDOR NAME	DESCRIPTION	RECEIPT	CLASS	CHECK NO.	UNAPPORTIONED	TOTAL COST
1	04/09/19	CITY OF LOS FRESNOS 200 N. BRAZIL ST. LOS FRESNOS TX, 78566	2019 Community Challenge Grant		Community Challenge	1,800.00		\$1,800.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
TOTAL								\$1,800.00

Prepared By: Coco Plunkett
Departmental Director Approval: [Signature]
You must provide a justification for your expenses in addition to your original receipts.
CEO/Manager Approval: [Signature]

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3023)

DOC ID: 3023 A

Consideration and ACTION to approve Resolution 9-2019 for a grant application for the City of Los Fresnos to the Office of the Governor.

Los Fresnos as well as most other police agencies participate annually in the stone garden grant program. This provides overtime pay for officers to enhance border securing through patrols. The specific information is on the application on page 6 and following. This will be for \$30,000.

I recommend approval.

**CITY OF LOS FRESNOS
RESOLUTION NO. 9-2019**

**A RESOLUTION FOR THE SUBMISSION OF A GRANT APPLICATION FOR THE
CITY OF LOS FRESNOS TO THE OFFICE OF THE GOVERNOR.**

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 James Herrera	___For	___Against	___Abstained
Councilmember Joe Collinsworth	___For	___Against	___Abstained
Councilmember Juan Munoz	___For	___Against	___Abstained

WHEREAS, the City of Los Fresnos finds it in the best interest of the citizens of Los Fresnos that the application for Local Border Security Program be submitted; and

WHEREAS the City of Los Fresnos agrees to provide applicable matching funds for the said project as required by the EGRANT grant application; and

WHEREAS, the City of Los Fresnos agrees that in the event of loss or misuse of the Office of the Governor funds, City of Los Fresnos assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of Los Fresnos designates Mark W. Milum, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

That the City of Los Fresnos approves submission of the grant application for the Operation Stonegarden Program to the Office of the Governor.

PASSED AND APPROVED this 14th day of April, 2019.

Grant Number: 2992405

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: Resolution 9-2019 Stone Garden (3023 : Resolution 9-2019)

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2992405	Award Amount:	\$30,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2019 - 08/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2020	Total Project Cost:	\$30,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Los Fresnos, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
DUNS Number:	070479118		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2020-BL-ST-0016
Total Federal Award/State Funds Appropriated:	\$5.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

Agency Name: Los Fresnos, City of
Grant/App: 2992405 **Start Date:** 9/1/2019 **End Date:** 8/31/2020
Fund Source: BL-Local Border Security Program (LBSP)
Project Title: Local Border Security Program
Status: Application - Program Review **Fund Block:** 2020

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
 17417768474004

Application Eligibility Certify:

Created on:3/1/2019 1:30:14 PM By:Pablo Garza

Profile Information

Applicant Agency Name: Los Fresnos, City of
Project Title: Local Border Security Program
Division or Unit to Administer the Project: Los Fresnos Police Department
Address Line 1: 200 N. Brazil St.
Address Line 2:
City/State/Zip: Los Fresnos Texas 78566-3304
Start Date: 9/1/2019
End Date: 8/31/2020

Regional Council of Governments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Cameron
Counties within Project's Impact Area: Cameron

Grant Officials:

Authorized Official

Name: Mark Milum
Email: mmilum@citylf.us
Address 1: 200 N. Brazil St.
Address 1:
City: Los Fresnos, Texas 78566
Phone: 956-233-5768 Other Phone: 956-233-4473
Fax: 956-233-3379
Title: Mr.
Salutation: Mr.
Position: City Manager

Project Director

Name: Hector Gonzalez
Email: hgonzalez@losfresnospd.us
Address 1: 200 North Brazil
Address 1:
City: Los Fresnos, Texas 78566
Phone: 956-233-4473 Other Phone:
Fax: 956-233-3379

Title: Mr.
Salutation: Chief
Position: Interim Chief

Financial Official

Name: Pablo Garza
Email: pgarza@citylf.us
Address 1: 200 N Brazil
Address 1:
City: Los Fresnos , Texas 78566
Phone: 956-233-5768 Other Phone: 956-233-3877
Fax: 956-233-9879
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Grant Writer

Name: Pablo Garza
Email: pgarza@citylf.us
Address 1: 200 N Brazil
Address 1:
City: Los Fresnos , Texas 78566
Phone: 956-233-5768 Other Phone: 956-233-3877
Fax: 956-233-9879
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17417768474004
Data Universal Numbering System (DUNS): 070479118

Narrative Information

Introduction

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.

- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - None
- Maximum Award – None
- The program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Coordination with Regional Joint Operations Intelligence Center (JOIC)

Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Grantees must agree to submit BIAR reports to the JOIC

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency

chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to HSGD through a formal grant adjustment and to secure HSGD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after HSGD's approval of a grant adjustment and prior to requesting reimbursement of HSGD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless HSGD authorizes otherwise. Program income shall be used to reduce the HSGD award and grantee match rather than to increase the funds committed to the project. Exceptions to the deduction method must be approved by the HSGD Director.

Note: *Program income must be spent on project expenses before expending OOG grant funds. Program income is subject to the same statutes, rules, regulations, and guidelines applicable to the use of the OOG-funded portion of the grant.*

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

DUNS

Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency.

System for Award Management

Eligible applicants must be registered in the federal System for Award Management (SAM) database and maintain an active registration throughout the grant application period.

Certifications

Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Note: The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).

Criminal History Reporting

Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the HSGD Funding Announcement, the eGrants application, the OOG's *Guide to Grants*, and the OOG's *Grantee Conditions and Responsibilities* to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Los Fresnos Police Department's overall goal is to continue to reduce border-related criminal activity by utilizing the LBSP grants funds to enhance Border Security in our AOR by enhancing patrol, initializing surveillance to deter human smuggling, narcotic smuggling, disrupt cartel criminal organizations, including gangs. In addition, the Los Fresnos Police Department will enhance intelligence gathering and sharing of intelligence in our area to Federal, State and local agencies. This will be done by submitting BIAR, teleconference calls, and Uniform Crime Reporting. This project will also allow the Los Fresnos Police Department to enhance patrol, facilitate the directed actions of Surge operations, and increase directed intelligence throughout the Border region to indirect criminal activities in our community and criminal activities of individual's traveling through our community to and from South Padre Island and the close proximity of the Mexico Border. Los Fresnos Police department is in close proximity to the Texas and Mexico Border and is surrounded by waterways from the Gulf of Mexico that transnational gangs and cartel members utilize for different conveyances to transport illegal narcotics from this Texas border region.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

This project will allow the Los Fresnos Police Department to enhance patrol and facilitate the directed action intelligence to interdict criminal activities in our community and criminal activities of individuals traveling through our community on Texas 100 and F.M. 1847 to and from South Padre Island. Los Fresnos is in close proximity to the Texas and Mexico Border, and is surrounded by waterways from the Gulf of Mexico that criminal organizations, transnational gangs and cartel members utilize for different conveyances to transport illegal narcotics from this Texas Border region. Additionally, Los Fresnos is located on and between Texas 100 and F.M. 1847 which are major highways. As a result of this, Los Fresnos which is within the lower Texas Border region, has seen an increase in gang members from the Lower Rio Grande Valley transporting narcotics through our community and stopping in our community resulting in increased additional criminal activity. Furthermore, Los Fresnos is in close proximity to the Brownsville ship channel and it is well known in this area that the aforementioned criminal element utilize the Brownsville ship channel and is further utilized by narcotic organizations and human smuggling organizations to facilitate these illicit and illegal activities. The Los Fresnos Police Department will increase the effectiveness of directed action intelligence and analysis by documenting all arrest information, gang intelligence and reporting all information to the Joint Operations Intelligence Center increasing intelligence-driven policing.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The Los Fresnos Police Department currently has units and personnel for enhancing patrol, initializing surveillance to deter, disrupt any border/ terrorism criminal organizations.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The Los Fresnos community plan is to enhance the quality of life in our community and our tribal agencies by working cooperatively and in partnership with our citizens to deliver a program of law enforcement that is strong and effective and committed to excellence in policing, thus enhancing safety and security of all citizens in our local Border Region resulting in safety and security in the State of Texas. This project will increase police effectiveness, enhance patrol, reduce and impact border criminal activity that overflows into our community as a result of narcotic trafficking, human smuggling, and as the result of being in close proximity to Mexico in this border region. Furthermore, this project will increase the police effectiveness and operations thus resulting in the reduction of crime and successful prosecution of violators associated with criminal organizations resulting in the increased disruption of criminal organizations and decrease the supply of drugs into South Texas and the State of Texas.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The overall goals of this project are to reduce crime by enhancing patrol, apprehending criminals while conducting investigations, and surveillance resulting in prosecution of individuals associated with gangs, cartel members, human smuggling organizations. In addition, to collect, report analytical intelligence of gang members, identify members of criminal organizations in our area and those traveling through our area resulting in the increased effectiveness of directive action intelligence sharing and analysis with the unified command which will facilitate the increased effectiveness of the overall enhanced surge operations that originate out of the Local Border Star Program while sharing and working with Federal, State, and local agencies. This will be done by submitting BIAR, teleconference calls, and Uniform Crime Reporting.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.3.2 Conduct and support integrated multi-agency, multi-jurisdictions to disrupt and dismantle criminal organizations operating in the Texas border region.

Target Group :

Identify the target group and population expected to benefit from this project.

This project will target victims and criminal organizations with reference to narcotics trafficking, human smuggling, gangs and transnational gangs. The City of Los Fresnos is located in south-central Cameron County; while the City is known for being a family friendly community, the City has seen an increase of crime and this grant will benefit by providing enhanced patrol. Los Fresnos is located slightly south of the geographic center of Cameron County at 26°4'24"N 97°28'41"W(26.073216, -97.478164). It is 12 miles (19 km) north of the center of Brownsville and 18 miles (29 km) southeast of Harlingen. According to the United States Census Bureau, Los Fresnos has a total area of 3.1 square miles (7.9 km²), of which 2.9 square miles (7.6 km²) is land and 0.1 square miles (0.3 km²), or 3.98%, is water. As of the census of 2010 there were 5542 people residing in the City of Los Fresnos.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The Los Fresnos Police Department currently has units and personnel for enhancing patrol, initializing surveillance to deter, disrupt any border/ terrorism criminal organizations, but with the crime rate in our surrounding area it is not enough to create a dent in it. The Los Fresnos Police Department needs the additional funds from LBSP in order to continue to reduce border crime. This project will increase the police effectiveness and operations, thus resulting in the reduction of crime and successful prosecution of violators associated with criminal organizations resulting in the increased disruption of criminal organizations and decrease the supply of drugs into South Texas and the State of Texas.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	The Los Fresnos Police Department will enhance patrol in the city limits of Los Fresnos, TX to reduce border related criminal activity and provide security to its Citizens.

Measures Information**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of hours of overtime for all law enforcement support personnel (i.e. dispatchers or jailers) agency-wide.	0
Number of hours of overtime for grant-funded law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0
Number of hours of overtime for peace officers agency-wide.	2000

Number of hours of overtime of grant-funded officers supporting the border initiative.	1100
Number of hours of regular time for all law enforcement support personnel (i.e. dispatchers or jailers) agency-wide.	0
Number of hours of regular time for grant-funded law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0
Number of hours of regular time for peace officers agency-wide.	0
Number of hours of regular time of grant-funded peace officers supporting the border initiative.	0
Number of miles patrolled by grant-funded officers.	6500
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	25
Number of traffic stops conducted by all peace officers agency-wide.	4000
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	500
Number of traffic stops yielding findings related to border security offenses, conducted by all peace officers agency-wide.	20
Number of traffic stops yielding findings related to border security offenses, conducted by grant-funded officers.	10
Number of weapons seized by all peace officers agency-wide.	5
Number of weapons seized by grant-funded officers supporting the border initiative.	3

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of arrests (felony) made by all peace officers agency-wide.	40
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	15
Number of arrests (misdemeanor) made by all peace officers agency-wide.	500
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	50
Number of forfeitures (cash and other assets) attributed to all peace officers agency-wide.	5
Number of forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	5
Number of major (Tier 1 and Tier 2) gangs targeted in the border initiative.	5
Number of major cartels targeted in the border initiative.	3
Value of all forfeitures (cash and other assets) attributed to all peace officers agency-wide.	10000
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	5000

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must notify OOG should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will grant funds be used to support any contractual or professional services?

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2019

Enter the End Date [mm/dd/yyyy]:

9/30/2020

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

226057

Enter the amount (\$) of State Grant Funds:

696302

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a HSGD grant. However, HSGD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

☐ Yes

☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

4/30/2018

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should establish a system to track expenditures against budget and / or

funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Enhanced Patrol - Overtime according to local OT policy - estimate of 1100 hours at an average OT rate, including fringe benefits, of \$27.50/Hr - up to a total of \$30,000.	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	100

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	4/4/2019 2:51:14 PM		Yes	No
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: <ul style="list-style-type: none"> • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and 	4/4/2019 2:51:28 PM		Yes	No

<ul style="list-style-type: none">• A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.				
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You are logged in as **User Name:** Lynne Crow ; **UserName:** Crow_Lynne * INTERNALUSER

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3038)

DOC ID: 3038 A

Consideration and ACTION to approve the Los Fresnos Police Department to participate in the Law Enforcement Support Office program (1033 Program).

This is a program the City have been involved in for many years. It allows the Police Department to access equipment through the military that the military no longer needs. We have been able to get some great equipment through the years such as, guns, gear, boots, computers, generators, light plants, desks, chairs, etc. In most cases it does not cost us anything for this equipment except to go get it. We are particular on what we get to be sure we don't get things just because.

I recommend approval.



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

**Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter**

*** Indicates Required Fields**

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

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable) TX 0310500

*Agency Name: Los Fresnos Police Department

*Agency Physical Address: 200 North Brazil

*City: Los Fresnos

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: 956-233-4473

Fax #: 956-233-3379

*State: Tx

*Zip Code: 78566

*Email: hgonzalez@losfresnospd.us

Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

*Full-time: 19

*Part-time: 0

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

#1	Chief of Police	Hector	Gonzalez
	*Official Title / Rank	*First Name	*Last Name
	hgonzalez@losfresnospd.us	956-233-4473	Hector Gonzalez
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Assistant Chief	Juan	Rodriguez
	*Official Title / Rank	*First Name	*Last Name
	jrodriguez@losfresnospd.us	956-233-4473	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	Commander	Charlie	Banda
	*Official Title / Rank	*First Name	*Last Name
	cbanda@losfresnospd.us	956-233-4473	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one):

- ☒ I am signing this document as the CLEO of this law enforcement agency.
- ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief of Police

*TITLE

Hector Gonzalez

*PRINTED NAME: FIRST & LAST

*SIGNATURE

hgonzalez@losfresnospd.us

*EMAIL

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

*SIGNATURE

*Screener letter is valid one year from this date:

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

**STATE PLAN OF
OPERATION BETWEEN THE
STATE OF TEXAS
AND THE Los Fresnos Police Department**

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the Los Fresnos Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) Los Fresnos Police Department agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Los Fresnos Police Department understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (*LEA name*) Los Fresnos Police Department will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
 - 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
 - a) “Items,” defined in the EAR 15 C.F.R. Pt. 772.1. as “commodities”, “software”, and “technology.”
 - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
 - 1) The LEA will submit an updated Application Packet to the State Coordinator’s office no later than September 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
 - 2) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator’s office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
 - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA’s possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator’s office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end November 30 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
 - ii. The LESO requires serial number photos for each small arm received through the Program.
 - c) LEAs that fail to submit the certified annual inventory by November 30 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
 - 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

- 1) Support the LESO PCR process by:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
 - 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.
 - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State Will:

- 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
- 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
 - c) MRAPs/Armored Vehicles: two vehicles per LEA;
 - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
 - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) **Restricted Status:** A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. The authorized signatories of the parties have executed this agreement as of the last date written below.

 Type / Print Chief Law Enforcement Official Name
 (Chief, Sheriff, Constable etc)

 Chief Law Enforcement Official Signature Date (MM/DD/YYYY)

 Type/Print Civilian Governing Body Official
 (Mayor, City Manager, County Judge etc)

 Civilian Governing Body Official Signature Date (MM/DD/YYYY)

Mike Lesko
 Type / Print State Coordinator Name

 State Coordinator Signature Date (MM/DD/YYYY)

Attachment: LESO 2019 (3038 : LESO Program)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3040)

DOC ID: 3040 B

**Consideration and ACTION to approve a Service Agreement
with the Commemorative Air Force Airshow (RGV) as
approved by the CDC Board.**

This was approved by the CDC Board on May 7 for the \$5,000 level or The General Sponsorship. The CAF Airshow will be this summer at the Cameron County Airport on May 22 and 23. The last 20 years or so it has been in Brownsville. The group putting this on is top notch and it will be a wonderful event to bring many folks to the Los Fresnos area with hopes that this will turn into an annual event that attracts many visitors. The Chamber is doing some things to tie our businesses here to the show so folks will stay here, show here and eat here.

I recommend approval.

AIRSHOW! provides a truly unique venue for reminding us of the many ways aviation impacts our lives. Aviation, after all, is part and parcel of our national heritage and identity. It has played a critical role in preserving the freedoms we all enjoy and in developing modern technology. And nothing reminds us of the special place aviation continues to have in our lives like seeing these majestic examples of our heritage where they belong... in the air!

Be a part of preserving a little bit of history right here at the Cameron County Airport, and help us by becoming a sponsor. Whether it is one of our standard packages or a custom tailored marketing plan, we can make it happen. Please call David or Chris Hughston today!

THE GENERAL: \$5000

35 VIP passes per day • VIP Tent admission
Friday night show • 1yr. advertising credits
15 VIP children's passes

THE COLONEL: \$3000

20 VIP passes per day • VIP Tent admission
Friday night show • 1yr. advertising credits
10 VIP children's passes

THE CAPTAIN: \$1500

10 VIP passes • VIP Tent admission
Friday night show • 1yr. advertising credits
6 VIP children's passes

THE SERGEANT: \$750

5 VIP passes • VIP Tent admission
Friday night show

THE BOMBER: \$1250

2 VIP passes • VIP Tent admission • Friday night show
Go behind the scenes with the Blastards and
detonate the Wall of Fire! Only 3 opportunities.
FIRST COME FIRST SERVE.

ALL VIP PASSES INCLUDE:

1. On field, convenient parking
2. Catered lunch
3. Beverages
4. Seating on the Flightline
5. Sponsor credits

OTHER OPPORTUNITIES

★ TITLE SPONSORSHIP ★

★ 5K RUNWAY RUN ★

KIDDELAND • O CLUB
FOOD COURT • FLEA MARKET
FLIGHTLINE CLUB

TICKETS ARE LIMITED

956-542-4387

CALL TODAY!

Additional VIP Adult passes: \$150 each.
Additional VIP Children's passes: \$25 each.
Airplane rides available for additional fee.



rgvcf.org

SERVICE AGREEMENT

This is an agreement between the Los Fresnos Community Development Corporation, hereinafter called "CDC" and Commemorative Air Force Airshow (RGV), hereinafter called "CAF".

The purpose of this agreement is to establish a development program between the CDC and the CAF to promote the CDC through advertisement.

This agreement will begin on May 15, 2019 and will be for a one year (1) period and will be reviewed by the CDC to consider extending the agreement or not. Payment in the amount of \$5,000.00 will be paid May 2019.

Therefore, it is agreed that the CAF will use advertisement dollars as follows:

Title Sponsorship

- a. 35 VIP passes per day
- b. VIP Tent admission
- c. Friday night show
- d. 1 yr. advertising credits
- e. 15 VIP children's passes

ALL VIP PASSES INCLUDE:

On field, convenient parking
Catered lunch
Beverages
Seating on the Flight line
Sponsor credits

This agreement is effective upon the approval of both parties.

Passed and approved this 6th day of May, 2019 by the Los Fresnos Community Development Corporation Board.

LOS FRESNOS COMMUNITY
DEVELOPMENT CORPORATION

ATTEST:

Enrique Juarez, President

Jacqueline Moya, City Secretary

Commemorative Air Force Airshow (RGV)

ATTEST:

Chairman, David Hughston

Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3048)

DOC ID: 3048 A

**Consideration and ACTION to approve a Proclamation
proclaiming May 2019 to be Older American Month.**

I recommend approval.

CITY OF LOS FRESNOS

PROCLAMATION

WHEREAS, Amigos Del Valle, Inc. includes a growing number of older Americans who enrich our community through their diverse life experiences; and

WHEREAS, Amigos Del Valle, Inc. is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

WHEREAS, Amigos Del Valle, Inc. recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

WHEREAS, Amigos Del Valle, Inc. can enhance the lives of older Americans in our community by:

- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

NOW, THEREFORE, I Mayor Polo Narvaez of the City of Los Fresnos do hereby proclaim May 2019 to be Older Americans Month. I urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

IN WITNESS WHEREOF, I hereunto set my hand this the 14th day of April, 2019.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: Proclamation Older American month May (3048 : Proclamation-Older American Month)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3047)

DOC ID: 3047 A

**Consideration and ACTION to approve Resolution 10-2019
Resolution of the city of Los Fresnos authorizing
intervention in AEP Texas Inc.'s requested rate change
proceeding before the commission; approving cooperation
with the cities served by AEP Texas; hiring Lloyd Gosselink
attorneys and consulting services to negotiate with the
company and direct any necessary litigation and appeals;
requiring reimbursement of cities' rate case expenses;
finding that the meeting at which this resolution is passed is
open to the public as required by law; requiring notice of this
resolution to the company and legal counsel.**

When AEP Texas requests to have a rate increase this is the standard process we go through along with other cities in the RGV. They work with AEP and PUC to verify the rates necessary and then make an agreement with all parties. The fees for our representation as well as other cities are covered through the rate increase.

I recommend approval.

RESOLUTION NO. 10-2019

RESOLUTION OF THE CITY OF LOS FRESNOS AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDING BEFORE THE COMMISSION; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

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 James Herrera	___ For	___ Against	___ Abstained
Councilmember Joe Collinsworth	___ For	___ Against	___ Abstained
Councilmember Juan Munoz	___ For	___ Against	___ Abstained

WHEREAS, on or about May 1, 2019, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Los Fresnos ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area and the Public Utility Commission, effective June 5, 2019; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing,

negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 2. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 49494 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (jjfrederick@aep.com), and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 14th day of May 2019.

APPROVED:

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: Resolution 10-2019 AEP Rates (3047 : Resolution 10-2019 AEP Rates)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3036)

DOC ID: 3036 B

Consideration and ACTION to approve an Application Submission for the High Demand Job Training Program.

The CDC approved this on Monday May 6. This is the project I mentioned last meeting that we were working on. It will provide training for 30 individuals, 20 with core or basic level NCCER certification and 10 with Level 1 Carpentry NCCER certification. NCCER certification stands for the National Center for Construction Education and Research which ensures training is consistent. Many larger firms require applicants to have this certification to be hired. This grant is actually submitted by Workforce Solutions Cameron (WSC). WSC, through the grant, will provide \$44,474 and the CDC will provide \$44,474. The breakdown for the use of funds is included. We will have partnerships with the City, WSC, Cameron County Education, and Los Fresnos CISD. The CDC stipulated that the half of the students that are funded directly with CDC funds must be from the Los Fresnos trade area. This will be added to the agreement.

I recommend approval.



APPLICATION SUBMISSION FORM

HIGH DEMAND JOB TRAINING PROGRAM

Application Instructions

1. The application shall not exceed six (6) pages, including this Application Submission Form but not including Section 3 "Signed Agreements between the Board and local area EDCs" and Section 8 "Application Budget and EDC(s) Budget."
2. The Signed Agreements between the Board and local area EDC(s) and the Application Board Budget and EDC(s) Budget must be submitted with the application.

Use the space designated below to complete the Application.

1. Board Contact Information

- 1.1 Board Submitting the Application: Workforce Solutions Cameron
- 1.2 Name and Title of Board Representative Completing the Application: Pat Hobbs, Executive Dir.
- 1.3 E-mail address of Representative: pat.hobbs@wfscameron.org
- 1.4 Telephone Number of Representative: 956548-6700
- 1.5 Name and Title of Designated Contact for the Board: Sally Perez, Director of R&D
- 1.6 E-Mail of Designated Contact: sally.perez@wfscameron.org
- 1.7 Telephone Number of the Designated Contact: 956 548-6700

2. Amount requested,

Total amount of WIOA program (not to exceed \$150,000): \$44, 474.00

3. Signed Agreement(s) between the Board and local area EDC(s) are attached to this Application.

The Signed Agreement(s) must: (1) identify each entity that is a party to the attached Agreement; (2) identify the workforce area's high demand jobs for which local economic development sales tax funds will be used for training; (3) identify and describe the activities and associated costs of the high demand job training of both the Board and the EDC(s); (4) state that funds provided to the Board will be used to match local economic development sales tax funding for job training, on a dollar-for-dollar basis, up to \$150,000 per year; (5) support the provision of high demand job training; (6) provide an assurance that grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation. (WIOA § 181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2)); (7)

provide an assurance regarding complying with Texas Government Code, Chapter 2264; (8) identify the estimated number of individuals to be trained in high demand occupations based on the partnership between the EDC and the Board; (9) provide an assurance regarding compliance with the Financial Manual for Grants and Contracts by the Board; (10) identify that the Boards must provide periodic reports to the Agency using an Agency-provided format; (11) identify that the EDC(s) must provide periodic narratives to the Board including, but not limited to, the number of participants trained and/or assessed and the costs expended for each activity conducted during the quarter. (The EDC(s) narratives must be incorporated in the periodic reports the Board provides to the Agency.); and (12) be signed by both the Board and the EDC(s).

3.1 Official name(s) of Economic Development Corporation(s): Los Fresnos Economic Development Corporation (LFEDC)

3.2 Completed - Yes x ☐

4. Project Summary

Provide a brief, one (1) paragraph project summary, including: (1) the project's purpose and goals; (2) the identification and description of the activities and associated costs of the high demand job training of both the Board and the EDC(s); and (3) the Board's and EDC's requests and the Total Project Cost amounts. The "EDC's Total Project Share" must be at least equal to the "Board's Total Project Request." Round all amounts to the nearest dollar.

4.1 One-paragraph summary: Workforce Solutions Cameron (WSC) in partnership with the City of Los Fresnos, Los Fresnos Economic Development Corporation (LFEDC), Los Fresnos Consolidated ISD (LFCISD), and Cameron County Education Initiative (CCEI) is proposing an innovative and intensive Pre-Apprenticeship program in construction trades. This intensive program is aligned with the Governors' goal to create a skilled labor force for Texas and addresses a targeted occupation as outlined by the labor market studies in Cameron County and Texas. The goals are twofold: first ,create a trades training facility that will be utilized by residents of Los Fresnos and Los Fresnos CISD. It is anticipated local colleges and the surrounding communities could possibly utilize the training facility to ensure that local residents and those in nearby homes have access to affordable skills training. Secondly, to prepare participants for a successful career in an apprenticeship program to address workforce issues in the construction industry. Our proposal will provide a total of thirty (30) participant's with NCCER career training. All participants will receive certification in the areas of first aide, as well as skill development in basic hand and power tools, trades math, blue prints, fitness and

nutrition, soft skills and job readiness. These skills have been identified as desired entry level skills for workers in the industry by local general contractors. CCEI, in collaboration with Workforce Solutions Cameron, Los Fresnos CISD, and local leaders will provide recruitment, pre-screening, job readiness training and job placement services to participants in the Pre Apprenticeship Program. The training will be held at the Alamo Warehouse Facility (200 North Alamo Street). Of the thirty (30) participants, 10 will continue to earn NCCER Level 1 Carpentry Training. For this training to occur in Los Fresnos, minor nonstructural renovations will be necessary at the site to ensure NCCER standards/requirements are met. Required purchase of equipment will also to be necessary. The equipment will remain at the site for future use. This Pre apprenticeship model is aligned with the Texas Workforce Commission's initiatives regarding apprenticeships and career development. Furthermore, it seeks to build the skill and earning capacity in Cameron County as well as create a pool of quality skilled candidates for contractors, specifically Next Decade/Rio Grande LNG, who will need over 4,000 crafts workers with NCCER credentials for construction of their LNG processing plant at the Port of Brownsville. It is the intent that this program serve as a foundation to working with General Contractors and the Associated General Contractors Association of the Rio Grande Valley, to create a Department of Labor (DOL) recognized Apprenticeship Program.

4.2 Board's Total Project Request Amount: \$44,474.

4.3 EDC's Total Project Share: \$44,474

4.4 Total Project Cost: \$88,948

5. Project Objectives

Describe the proposed project's objectives. Information must include the high demand occupations for which training will be provided, the estimated number of individuals to be trained and estimated total number to be served, and descriptions of allowable related services (such as recruitment, job search, job referral; and minor renovation of facilities).

5.1 Project Objectives and Services Provided: Funds from this program will serve two purposes. First, funds will be used to upgrade (nonstructural renovations) a facility to NCCER standards and purchase instructional tools and materials (no one piece over \$5,000) that can be used for career training (NCCER standards/OSHA standards). Secondly, thirty (30) individuals will be identified by CCEI administrative team, Los Fresnos CISD, Los Fresnos Leaders, and WSC for participation. Fifteen participants (from the group of 30) will be ages 18 and over who meet WIOA basic eligibility requirements and who have indicated a desire to enter an apprenticeship or work in the construction industry. In addition, identify 15 additional candidates who demonstrate a desire to work in the construction industry (or enter an apprenticeship) but who may or may not meet WIOA eligibility criteria. WSC will be responsible for

intake and verification of basic WIOA eligibility. CCEI will conduct an extensive pre-apprenticeship preparation/NCCER program (Core and Level 1 Carpentry) that provides training in hand and power tools, construction trades, fitness and nutrition, basic blue print reading, trades math, soft skills and job preparation as well as certification in basic first aid. It is anticipated that the program begin in June of 2018.

The project will partner with local contractors (construction, electrical and plumbing apprenticeships), schools, and WSC programs in the area to recruit and create a pipeline of participants to work in the construction industry. Cameron County Education Initiative, CCEI, will follow a curriculum that is based on industry standards, including hands on training in a lab setting, create volunteer opportunities that are job related, and provide career counseling that includes assistance in applying for work in the construction industry. Local contractors input will be gathered to insure that the program addresses the needs of local workforce and industry.

5.2 List the high demand occupations to be supported by training: 472061 Construction Laborers

5.3 Estimated total number to be trained (if applicable): 30

6. Project Timeline

Provide a timeline of each major activity in the project, and for each activity, specify which partner will have primary responsibility. Project start date should be, at minimum, 2 months from the application submission date.

6.1 Major Activity Timeline:

Activity	Responsible Parties
Complete Memorandum of Understanding (May 2019)	City of Los Fresnos Los Fresnos CISD Workforce Solutions Cameron
Renovations, Purchasing of tools/material (June 2019) *upon approval	Los Fresnos CISD City of Los Fresnos Cameron County Education Initiative (CCEI)
Recruitment (May 2019)	Workforce Solutions Cameron, CCEI (in collaboration with City of Los Fresnos and Los Fresnos CISD).
Training and Hiring of Instructors (June 2019) *upon grant approval	CCEI Staff
Clearance of Participants (June 2019)	Workforce Solutions Cameron Staff, CCEI staff, City of Los Fresnos
Cohorts Begin (July 2019)	CCEI Staff Workforce Solutions, Job Readiness Training

Job Fairs (July 2019)	CCEI Staff, Workforce Solutions Cameron, LF CISD
Recruit Cohort 2 (June/July 2019)	Workforce Solutions Cameron, CCEI (in collaboration with City of Los Fresnos and Los Fresnos CISD).
Clearance of Participants for cohort 2 (Ongoing)	Workforce Solutions Cameron Staff, CCEI staff
Instruction for Cohort 2 (August 2019)	CCEI Staff Workforce Solutions, Job Readiness Training
Job Fairs for Cohort 2 (Sept 2019)	CCEI Staff, Workforce Solutions Cameron, LF CISD

6.2 Estimated project start date: June 1, 2019

6.3 Estimated project end date (All grants must have an end date on or before April 30, 2020.): April 30, 2020

7. Authorized Signature

By signing below, the Applicant Board agrees to function as the Grantee and Fiscal Entity for the project. The Applicant agrees to adhere to all reporting requirements, as well as the laws and regulations governing this funding, including but not limited to, Workforce Investment Act (WIOA) Statewide Activity Funds, WIOA § 128 and § 133 (29 U.S.C. § 2853 and § 2863); and 20 C.F.R. Parts 665-667. Any grant awarded under this Program shall be governed by the Agency Board Agreement for an Integrated Workforce System (ABA), its attachments, and the terms and conditions in the resulting grant award.

Typed name and title of authorized Board signatory: Workforce Solutions Cameron

Date signed:

Board Authorized Signature: _____

**TEXAS WORKFORCE COMMISSION
HIGH DEMAND JOB TRAINING PROGRAM**

1.6.1.a

8. BOARD BUDGET:

- 8.1 Provide estimated budget amounts and a brief justification for each.
 8.2 Add rows under the Contractual Costs and Other categories as necessary.
 8.3 No single request may exceed \$150,000.
 8.4 Administration is not an allowable cost under this program.
 8.5 Round all figures to the nearest dollar.

APPLICANT BOARD:		Los Fresnos EDC
PROGRAM COSTS Budget Categories and Items	Estimated Board Grant Budget	Description/Justification
Personnel	\$3,500	Custodial, Accounting and Management Services
Fringe Benefits	\$350	
In-State Travel		
Supplies	\$7,377	Books, PPE and Tool Kits
Equipment	\$5,097	Equipment for Core/Level 1
Contractual Costs		
Other		
Job Training Costs (Describe)	\$27,000	tuition for 15 students who may or may not meet WIOA (10 Core/5 Level1)
Other Participant Services such as participant recruitment; skills assessment; job search skills improvement; job search; job referral (Describe if applicable)	\$500	Two Job Fairs
*Participant Supportive Services (Describe if applicable)		WIOA Support Services provided to WIOA eligible participants by WFS Cameron
Minor Facilities Renovations Related to Job Training	\$650	Minor Revisions/Electrical Plugs and Bathroom
TOTAL REQUEST	\$44,474	

*Participant Supportive Services are Workforce Innovation and Opportunity Act (WIOA)-allowable supportive services for eligible participants, based on the Board's determination that the costs are reasonable and necessary for the individual's participation in the training.

Attachment: Application-High demand Job Training (3036 : Application Submission Form High Demand Job Training Program)

**TEXAS WORKFORCE COMMISSION
HIGH DEMAND JOB TRAINING PROGRAM**

1.6.1.a

8. BOARD BUDGET:

- 8.1 Provide estimated budget amounts and a brief justification for each.
 8.2 Add rows under the Contractual Costs and Other categories as necessary.
 8.3 No single request may exceed \$150,000.
 8.4 Administration is not an allowable cost under this program.
 8.5 Round all figures to the nearest dollar.

APPLICANT BOARD:		Workforce Solutions Cameron
PROGRAM COSTS Budget Categories and Items	Estimated Board Grant Budget	Description/Justification
Personnel	\$3,500	Custodial, Accounting and Management Services
Fringe Benefits	\$350	
In-State Travel		
Supplies	\$7,377	hats, boots, shirts, belt, glasses, gloves (PPE), lumber
Equipment	\$5,097	equipment NCCER Core/Level 1 Equipmt
Contractual Costs		
Other		
Job Training Costs (Describe)	\$27,000	Tuition for 15 students (75% of which meet WIOA entry requirements)
Other Participant Services such as participant recruitment; skills assessment; job search skills improvement; job search; job referral (Describe if applicable)	\$500	Recruitment/job fairs (2)
*Participant Supportive Services (Describe if applicable)	\$0	WIOA Support Services provided to WIOA eligible participants by WFS Cameron
Minor Facilities Renovations Related to Job Training	\$650	Minor Revisions/Electrical Plugs and Bathroom
TOTAL REQUEST	\$44,474	

*Participant Supportive Services are Workforce Innovation and Opportunity Act (WIOA)-allowable supportive services for eligible participants, based on the Board's determination that the costs are reasonable and necessary for the individual's participation in the training.

Attachment: Application-High demand Job Training (3036 : Application Submission Form High Demand Job Training Program)

NCCER CORE/Level 1 Supply List

Quantity	Item Description	Item Number	Cost
AIR TOOLS			
2	18 Gauge Brad Nailer	DWFP12233	119.00
2	16 Gauge Finish Nailer	DWFP71917	179.00
1	18 Gauge Narrow Crown Stapler	DWFP12232	99.00
2	21 Plastic Collated Framing Nails	DWF83PL	249.00
1	15 Coil Roofing Nailer	DW45RN	249.00
4	PVC / Rubber Blend air Hose	DWFP1450D	169.99
		Sub Total	1,064.99
TOOLS			
2	Hole Saw sets	D180005 (2 x 99.00)	198.00
1	Step Drill Bits	DWA1789IR	53.69
2	Black oxide sets	DW1177 (2 X 13.99)	27.98
1	Drywall utility blades	DWHT 11004	9.99
2	5 in Hack saw	DWHT20547L (2 X 24.97)	49.94
3	Standard Jab saw	DWHT20540 (3 X 9.99)	29.97
3	Panel saws	DWHT20545L (3 X 19.99)	59.97
4	Wood chisel set	DWHT16063 (4 X 24.99)	99.96
2	10 inch Claw Bar	DWHT55524 (2 X 13.49)	26.98
3	Flat Bars	DWHT55518 (3 X 11.99)	35.97
2	3 Piece Snip Set	DWHT14681 (2 X 76.99)	153.98
1	Dewalt 1.6 HP 20 Gallon portable compressor	DXVMLA1682066	519.99
3	Multi Took Kit	DWE315K (3 x 159.00)	477.00
3	Jig Saw Top-Handle	DW3317K (3 x 99.00)	297.00
3	Reciprocating Saw Kit	DW311K (3 x 154.99)	464.97
2	Circular saw 7 1/4"	DWE575 (2 x 119.00)	238.00
1	12" Double Bevel Miter Saw	DW716R	287.97
1	Work Stand with Miter Saw	DWX725B	159.99
2	1/2" VSR Drill	DW216G (2 x 132.99)	265.98
1	1" Pistol Grip SDST Hammer	D25133K	166.87
1	Wet/Dry Dust Extractor Vacuum	DWV012	599.00
2	4 1/2" Paddle Small Angle Grinder	DWE4012 (2 x 86.25)	172.50
1	14 Gauge Swivel Head Shear	DW891	277.99
1	14" Multi-cutter Saw	D28715	199.00
4	5" US Random orbit Sander	DWE6423K (4 x 79.00)	316.00
2	1 3/4 HP Fixed Base Router	DW616K (2 x 144.99)	289.98
		Sub Total	5,478.67

SUPPLIES TO ISSUE TO STUDENTS (Returnable/Reusable)			
35	Tapes 25'	DWHT33975	29.99
35	Premium Rafter Squares	DWHT46031	11.99
35	Premium Rafter Squares	DWHT46032	19.99
35	Chalk Line	DWHT47373L	9.99
35	Utility Knife	DWHT10261	14.98
35	Framing Claw Hammer	DWHT51064	21.99
			= 108.93 x 35
			\$3812.55
Personal Protection Kits (Helmet, Goggles, Gloves, Vests, Ear Protection) 44.95 Each			\$1573.25
Blue Helmets 35 @ 15.30			\$535.50
NCCER Core Book 20 @ 72			\$1440.0
NCCER Level 1 Book 10@ \$89.33			\$893.30
LOWES'			
(Recommend to buy two year warranty at additional costs)			
1	Delta 10 inch Carbide Tipped Blade 13-Amp Tablesaw		600.00
1	Porter – Cable 10 AMP Band Saw		450.00
1	Prter-Cable 8 AMP 12 Speed Floor Drill		400.00
2	Pace setter 9 inch Ceramic Trowel	2 @ \$ 9.00	18.00
2	Marshall Town 12 inch Brick and Block Trowel	2 @ 38.97	77.94
2	Marshall Town 5 inch Brick and Block Trowel	2 @ 12.47	24.94
2	Porter Cable Belt Sanders 352US	2 @ 169.00	338.00
1	Werner 8 ft Fiberglass Type 1-A ladder		156.00
2	Werner-8 ft. Fiberglass Type I -250 lbs Capacity step ladder	2 @ 79.00	158.00
1	Werner- 10 ft. Fiberglass Type I -250 lbs Capacity step ladder		207.00
		Sub Total	2,429.88
2	Scaffold	2 @ 600.00	1,200.00
		Sub Total	1,200.00
		Total	\$18,448.14

Of the total cost:

- Supplies: \$8254.60 (Books/PPE/Toolkit)
- Supplies: Lumber and Materials to Practice Skills: \$6500.00
- Equipment: \$10,193.54

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3032)

DOC ID: 3032 B

Consideration and ACTION to approve a Memorandum of Understanding with Cameron County Education Initiative, Inc. and Los Fresnos Community Development Council.

The CDC Board approved this on Monday May 7. As part of our training program we are proposing to initiate, Cameron County Education Initiative, CCEI will be the entity providing the instruction. This agreement covers them doing that.

I recommend approval.

Memorandum of Understanding

This contract is entered into and between **Cameron County Education Initiative, Inc. 3140 E. Ruben Torres Blvd., Brownsville, TX 78526** (hereinafter known as “Service Provider”) and Los Fresnos Community Development Corporation (LFCDC).

SERVICE PROVIDER is (Licensed by Texas Workforce Commission). SERVICE PROVIDER is in business of providing vocational trade training as a non-profit school committee to providing debt-free education, training and career preparation programs to the citizens of Cameron County.

1. SERVICE PROVIDER AGREES TO

- a. Provide instruction and work force training leading to the successful certification of students in the areas of:
 - i. National Center for Construction Education and Research (NCCER) Core Training (72 hours)
 - ii. National Center for Construction Education and Research Carpentry (NCCER) Level 1 (150 Hours)
- b. Provide qualified instructors to instruct and train students and prepare them for the end of course exam and Certification at CCEI and at site designated by the City of Los Fresnos.
- c. Coordinate with City personnel to ensure the provision of services to students enrolled in the program.

2. LFCDC Personnel agree TO

- a. Issue partial or full payment to SERVICE PROVIDER upon enrollment of students in order to optimize services to students.

3. FINANCIAL REIMBURSEMENT

- a. For the above mentioned services, LFCDC agrees to pay the SERVICE PROVIDER the following amounts for each student:
 - i. NCCER Core Course– Total Cost, \$ 1,200.00 (per student) X 20 = 24,000.00
 - ii. NCCER Carpentry Level 1- Total Cost \$3,000 (per student) X 10 = 30,000.00

$$24,000.00 + 30,000.00 = \$ 54,000.00$$

ASSURANCES

- b. For the purposes of this agreement, the SERVICE PROVIDER agree that no service will be denied to referred students on the basis of race, sex, religion, color, creed, ethnic or national origin, or disability. No student will be subject to separation, segregation, special conditions, or restrictions which in any way diminish the advantages or benefits enjoyed by others.
- c. SERVICE PROVIDER and LFCDC agree to treat all students’ identifying information as confidential and under the provision of 42 CFR Part 2; Texas Civil Statutes, Article 5561(h) Section 1,2,3,4, and 5; and Texas Civil Statutes, Article 5547-300, Section 57.

4. STATUS AS INDEPENDENT CONTRACTOR

- a. It is agreed by both parties that the SERVICE PROVIDER only provides a service to referred students and will not be considered an employee of the LFCDC for any purpose. It is also agreed and understood that the SERVICE PROVIDER is not entitled to benefits by LFCDC to its employees, including but not limited to health insurance, workers’ compensation, unemployment insurance, and pension plans.

5. INDEMNIFICATION

- a. SERVICE PROVIDER shall indemnify and hold LFCDC, its directors, officers, agents and employees, harmless against any and all claims, demands, damages, liabilities and costs, including attorneys' fees, incurred by students which directly or indirectly result from, or arise in connection with, any NEGLIGENT ACT or OMISSION, GROSS NEGLIGENCE or INTENTIONAL ACT of SERVICE PROVIDER, his agents, officers, or employees pertaining to their activities and obligations under this agreement.
- b. Nothing in this agreement is intended to be a waiver, release or relinquishment of any right to assert any of the defenses LFCDC enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign official or qualified immunity available to LFCDC, as to any claim or act any person, entity, or individual, including SERVICE PROVIDER, executes or performs against LFCDC.

6. TERMINATION OF AGREEMENT BY NOTICE

LFCDC may terminate this Agreement, with or without reason, upon 24 hours' notice by registered or certified mail, return receipt requested, addressed to SERVICE PROVIDER. SERVICE PROVIDER may terminate this Agreement by showing good cause and giving 30 days' notice by registered or certified mail, return receipt requested, addressed to PREMIER HS. Notices shall be sent to the respective parties' addresses as stated in the signature lines of this agreement. If this agreement is terminated under this clause, LFCDC shall only be liable for payment under the paragraph "FINANCIAL REIMBURSEMENT" and as calculated under said paragraph based on the prorated days of services actually provided to the effective date of termination. The SERVICE PROVIDER shall maintain a schedule of actual hours worked and a detailed report of activities.

- a. This Agreement is executed in Duplicate Originals, each signed copy having the full force and effect of an original this ____ day of _____.
- b. This agreement will commence on _____, 2018 and expires 1 year after this date on _____ 2019.

 Mark W. Milum
 General Manager
 Los Fresnos Community Development Corporation
 200 North Brazil
 Los Fresnos, Texas 78566

 Dr. Rita Hernandez, President
 Cameron County Education Initiative, Inc.
 3140 E. Ruben Torres Blvd.
 Brownsville, TX 78526

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3024)

DOC ID: 3024 B

Consideration and ACTION to approve a Memorandum of Understanding between Workforce Solutions Cameron and Los Fresnos Community Development Corporation.

The CDC Board approved this on Monday May 7. Another part to make the training program work is to partner with Workforce Solutions Cameron. They will actually be getting the grant for the training. This is the agreement with them. Pat Hobbs has been very instrumental in making this project happen not only as the Executive Director but also as one that is a Los Fresnos native.

I recommend approval.



MEMORANDUM OF UNDERSTANDING

Workforce Solutions Cameron And Los Fresnos Community Development Corporation

The following Memorandum of Understanding (Agreement) sets forth the terms of agreement between the Workforce Solutions Cameron (WFS Cameron), and the Los Fresnos Community Development Corporation (LFCDC).

Purpose of Agreement

The purpose of this Agreement is to establish a cooperative and mutually beneficial working relationship between the parties and to set forth the relative contributions of the parties insofar as they relate to defining the manner in which LFCDC and WFS Cameron will collaborate together in the delivery of services.

I. Duration of Agreement

The agreement will be effective upon signature and shall continue in effect until amended or cancelled by either party. Any requests for amendments of the Agreement must be mutually agreed upon and submitted in writing. A cancellation of this Agreement can be made by either party upon thirty (30) days of a written notice, except where the cancellation is for cause such as breach of provisions of the Agreement, it may be cancelled upon delivery of a written notice to the respective party.

II. Collaboration Description

In the respective roles of WFS Cameron and the LFCDC, each entity is charged directly or indirectly with fostering the development of a high quality workforce for the area that will attract and support business and industry within their respective impact zones. These agencies hereby agree to work together to create and fund initiatives that accomplish that goal. Collaboration on workforce development, customized workforce training, external and internal funding opportunities, economic development, and sharing of labor market information are major areas of concern.

III. Responsibilities of the Parties Under Agreement

In consideration of the mutual goals of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their respective contributions under this Agreement shall be as follows:

a. The WFS Cameron Board shall:

- Share workforce and labor market information to LFCDC as needed for economic development activities and proposals to potential clients,
- Participate with LFCDC officials in proposal development and presentations to prospective clients as requested,
- Assist LFCDC, potential clients, and educational providers in the development of TWC Skills Development and Skills for Small Business grant applications,



- Act as proponent of the economic benefits of the Brownsville area to agencies and groups with whom WFS Cameron has contact, and
- Develop letters of support for state and federal grant applications by local educational partners as requested.

b. Los Fresnos CDC:

- Collaborate with WFS Cameron and institutions of higher education on the development of client projects and proposals as necessary,
- Notify WFS Cameron of employment job titles and job numbers of prospective LFCDC clients for research purposes through WFS Cameron resources,
- Provide letters of support for state and federal grants from local area colleges and universities as requested,
- Support, where possible, funding contributions to local educational institution state and federal grant applications,
- Encourage area employers to use the Texas Workforce Commission's WorkInTexas (WIT) job-matching database for employment needs, and
- Support the tenants of the Local Workforce Development Plan developed for the region by WFS Cameron.

IV. Allocation of Costs

The parties of this agreement assume full responsibility of their respective costs associated with their performance of the terms outlined in this agreement.

Approved:

The undersigned parties accept the terms of this Agreement and bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties.

Workforce Solutions Cameron

Pat Hobbs,
Executive Director

Signature

4-17-19

Date

**Los Fresnos Community
Development Corporation**

Mark W. Milum,
General Manager

Signature

Date

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3030)

DOC ID: 3030 A

Consideration and ACTION to approve a Memorandum of Understanding with the Los Fresnos Consolidated School District.

The CDC Board approved this on Monday May 6. As part of the training initiative we are initiating, the Los Fresnos School District will be a partner as well. They will assist with upgrades that are needed to the facility as well as provide much of the large equipment in order to operate the program. The equipment will be shared resources for the younger students during the day and the older students during the evening and weekends. The utilities and insurance are all covered and included with our existing budget. The custodial services will be covered with the grant. This is another great opportunity to better serve our residents. The school district approved the agreement on Tuesday April 30.

I recommend approval.

Memorandum of Understanding

For the Industry Certification Program

**City of Los Fresnos, Los Fresnos Community Development Corporation
And
Los Fresnos Consolidated Independent School District**

City of Los Fresnos ("City"), Los Fresnos Community Development Corporation ("CDC") and Los Fresnos Consolidated Independent School District ("District") (hereinafter collectively "the Parties") hereby enter into a partnership in which the City agrees to allow the District and the CDC to use City owned property for the implementation of an Industrial Trades Certification program for the students and community members of the City to foster an environment that promotes life-long learning in the community of Los Fresnos through Industry Certification programs (hereinafter "certification programs"). Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services. This MOU is a preliminary agreement between the Parties to evidence their intent to work together toward educating students in the Industry Certification Program.

1. Purpose:

The Industrial Trades Certification program at Los Fresnos Consolidated Independent School District provides high school students with valuable classroom instruction and lab experience that will lead to industry recognized certification opportunities. This instruction will prepare students for career opportunities in the industrial trade's field. Community and education partnerships such as this are mutually beneficial. The District is able to offer increased learning opportunities for students and realize considerable savings in equipment and training facilities by having students receive on-site career preparation at an existing facility located within the community. The community benefits by developing a pool of trained, skilled employees for the future while making a valuable contribution to education.

The purpose of this Memorandum of Understanding ("MOU") is to memorialize the terms of the Industrial Trades Certification program ("Certification program") entered into between the Parties.

The terms of this partnership are hereby incorporated as expressly provided by this MOU. In addition, applicable terms of the Certification programs shall apply to the program to the extent that they do not conflict with the express term of this MOU.

2. Location of Classes and remodeling of property:

Industrial Trades Certification program courses will be located at _____ in the portions of the former EMS/Fire Station facility as designated by the City for these

purposes to provide adequate space for both classroom and lab instruction for the Industrial Trades courses.

The City of Los Fresnos will:

- Provide a location, Former EMS/Fire Station facility, for both classroom and lab instruction for the Industrial Trades courses.
- Cover all associated utilities and maintenance for use of the building and grounds, including but not limited to water, sewer, electricity, grounds keeping and custodial services.
- agree to maintain the property and/or liability insurance policies covering the property during the Term and any period before or after the Term when the District students, employees, vendors, guests or agents are present on the Premises as would be kept for any other property owned and operated by the City, including but not limited to Commercial general liability insurance, workers compensation, liability and property insurance.

The District will:

- Maintain the facility in a clean and functional space to be conducive to learning.

The Parties will collaborate regarding any refurbishment or remodeling of the facilities to create safe and suitable classrooms, labs and workplaces to be used for the certification programs and to ensure that the spaces comply with State and Federal codes. Additional agreements and addendums to the MOUs may be utilized to itemize the responsibility for the costs associated with refurbishing and remodeling of said facilities. Expenditures by the parties for this endeavor must comply with District policies and in compliance with Federal and State law, including 2 CFR 200(EDGAR) requirements.

3. Faculty Qualifications, Selection, Supervision, and Evaluation:

Los Fresnos CISD will for all classes offered to enrolled students at the District:

- Provide a qualified instructor for all classes for students of Los Fresnos CISD.
- Provide all instructional materials and supplies as needed.
- The course offerings for students are part of the District curriculum and use of the facility for these purposes is pursuant to Los Fresnos CISD Board of Trustee Policies related to students enrolled at the District.
- Provide transportation for students to and from the location.
- Provide accident insurance as needed through the Student Insurance Program for all students participating in on-site instruction.
- Comply with Los Fresnos CISD Board policies in utilization of the space for students.
- Allow the adult continuing education program use of all equipment and tools owned by the District to facilitate their program.
- Work collaboratively with Institutions of Higher Education (IHEs), Workforce Solutions Cameron, and Non-profit organizations in an effort to provide adult

continuing education and industry certifications for members of the Los Fresnos Community and surrounding area.

The Los Fresnos Community Development Corporation in cooperation with the City and the District will be responsible for all classes offered as part of the adult continuing education classes that may be offered to the Community:

- Provide qualified instructors for their classes.
- Provide all instructional materials and supplies as needed.
- Provide accident insurance as needed for the participation of students in their certification programs.
- Will be responsible for the Adult Education classes who will occupy the facility.
- Supervise and adequately train participants in the adult continuing education program in the use of all District equipment and tools to facilitate the program.
- Work collaboratively with Institutions of Higher Education (IHEs), Workforce Solutions Cameron, and Non-profit organizations in an effort to provide adult continuing education and industry certifications for members of the Los Fresnos Community and surrounding area.

4. Term, Effective Date and Termination:

The effective date of the Agreement is _____. This agreement shall continue from year to year unless either party provides the other with at least sixty (60) days written notice prior to the last day of instruction for each school year that it intends not to renew this agreement for the following year. If such notice is given, the MOU shall terminate on (a) five (5) days after the end of the school year or (b) the date on which all students enrolled in Industrial certification courses have completed their course, whichever event occurs last. Should the parties be unable to negotiate costs associated with the remodeling and refurbishment of the facilities, the parties agree that this MOU may be terminated with thirty (30) days written notice provided the notice is delivered thirty (30) days before the start of the 2019-2020 school year.

5. General Terms and Conditions:

a. *Parties Bound.* This Memorandum of Understanding shall be binding upon, and inure to the benefit of, the Parties to this Memorandum of Understanding and their respective legal representatives, successors, and assigns when permitted by this Memorandum of Understanding.

b. *Enforceability.* In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Memorandum of Understanding, and this Memorandum of Understanding shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Memorandum of Understanding. This Memorandum of Understanding constitutes the sole and only agreement of the Parties to the Memorandum of Understanding and

supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Memorandum of Understanding.

c. *Amendment in Writing.* No amendment or modification of the terms of this Memorandum of Understanding shall be binding unless it is in writing, dated subsequent to the date of this Memorandum of Understanding approved, and duly executed by the Parties to this Memorandum of Understanding.

d. *Force Majeure.* No Party shall be required to perform any term, condition, or covenant in this Memorandum of Understanding so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, floods, and any other cause not reasonably within the control of the Parties and which by the exercise of due diligence the Parties are unable, wholly or in part, to prevent or overcome.

e. *No Joint Venture.* Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

f. *No Waiver of Immunities.* No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Memorandum of Understanding and the performance of the covenants contained herein.

g. *No Third Party Beneficiary.* This Memorandum of Understanding inures to the benefit of and obligates only the Parties executing it. No term or provision of this Memorandum of Understanding shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Memorandum of Understanding.

h. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the parties or to create any legal rights or claim on behalf of any third party. None of the parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

i. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings

and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

j. Notice. Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or finished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth in the Agreement for Educational Services referenced herein.

k. Governing Law and Place for Performance. This Memorandum of Understanding shall be governed by the laws of Texas, and in the event of litigation, pertaining to this Memorandum of Understanding, the exclusive forum, venue, and place of jurisdiction shall also be Cameron County, Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Memorandum of Understanding and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Memorandum of Understanding.

6. Signatures:

The terms and provisions, as outlines above, are true and exact to the best of the knowledge by the parties whose signature appear below and their assignees. Any changes in the MOU must be in writing and signed by both Parties. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Signature
Mark Milum
Mayor, City of Los Fresnos

Signature
Gonzalo Salazar, Ed. D., Superintendent
Los Fresnos Consolidated Independent
School District

Signature
Mark Milum
Mayor
Los Fresnos Community Development Corporation (CDC)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3027)

DOC ID: 3027 A

Consideration and ACTION to approve Resolution 8-2019 to support and participate in a county-wide flood protection study funded partially by a grant from the Water Development Board and commit to contribute \$4,500 towards the local matching funds.

This is a fantastic opportunity to not only get actual study for the immediate Los Fresnos area for drainage but also a study for the down stream flowing of water south of Los Fresnos. Hopefully, this will show where the increase of pipe sizes are necessary or the increase of ditch sizes are necessary. This is a very small amount for the potential return on our investment on drainage. We will most likely have additional funds in the street department to cover this.

I reocmmend approval.

RESOLUTION NO. 8-2019

A RESOLUTION BY THE CITY OF LOS FRESNOS, TEXAS TO SUPPORT AND PARTICIPATE IN A COUNTY-WIDE FLOOD PROTECTION STUDY FUNDED PARTIALLY BY A GRANT FROM THE TEXAS WATER DEVELOPMENT BOARD AND COMMIT TO CONTRIBUTE \$4,500 TOWARDS THE LOCAL MATCHING FUNDS.

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 James Herrera	___	For	___	Against	___	Abstained
Councilmember Joe Collinsworth	___	For	___	Against	___	Abstained
Councilmember Juan Munoz	___	For	___	Against	___	Abstained

WHEREAS, Cameron County has been awarded a grant from the Texas Water Development Board for a County-wide Flood Protection Study; and

WHEREAS, The Texas Water Development Board grant provides \$450,000 towards the estimated project cost of \$900,000; and

WHEREAS, Cameron County has minimal topographic relief and is highly affected by heavy tropical rain events causing wide spread flooding; and

WHEREAS, Major portions of Cameron County are not provided flood protection through Drainage District improvements; and

WHEREAS, Cameron County requests the participation of local cities and drainage districts to support and contribute a portion of the required local match; and

WHEREAS, Cameron County Commissioner's Court has committed on February 18th, 2019 with Resolution No. 2019CO2055, a cash amount of \$150,000 as 33.3 percent of the total match; and

WHEREAS, The City of Los Fresnos agrees to provide a cash amount of \$4,500 as a 1.0 percent of the total match.

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

1. The City understands that the Cameron County Commissioners Court authorized the grant and accepted the award from the Texas Water Development Board for Flood Protection Planning Study.

2. The City understands that the Cameron County Commissioners Court entered into a contract with the Texas Water Development Board and committed the required local matching funds.
3. The City agrees with Cameron County to participate and contribute towards the match as required by the Texas Water Development Board.

APPROVED THIS 14th DAY OF May 2019 BY THE CITY COMMISSION OF LOS FRESNOS, TEXAS.

APPROVED:

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary



Eddie Treviño, Jr.
County Judge

April 4, 2019

Hon. Mayor Polo Narvaez
City Hall
200 North Brazil
Los Fresnos, TX 78566

Re: Cameron County Flood Protection Planning Grant

Dear Mayor Narvaez,

Cameron County is pleased to inform you that we have been awarded from the Texas Water Development Board a Flood Protection Planning grant in the amount of \$450,000 with a local match of \$450,000. As you are aware, the County and other surrounding communities are faced every year with flooding problems during heavy storms and possible hurricane events. Most of the County's population areas are covered by Drainage Districts while the rest of the areas not covered is the responsibility of the County.

A Cameron County-wide study is needed to find solutions to the areas of chronic flooding. The study is necessary in seeking funding from agencies such as the Texas Water Development Board as well as FEMA. The Texas Water Development Grant funds fifty percent of the anticipated \$900,000 in project costs and requires an equal match from the local communities. Cameron County is committing \$150,000 to this project and we are seeking your participation and contributions (see table below) as part of the match required by the grant. Enclosed is a resolution showing your support and commitment to the study. We hope that you will consider participating as your community will also benefit from it.

County/City/Drainage District	Contribution Amount	Percent of Contribution
Cameron County	\$150,000	33.3%
Drainage District #1	\$50,000	11.1
Drainage District #3	\$50,000	11.1
Drainage District #5	\$50,000	11.1
Brownsville	\$87,500	19.4
Harlingen	\$40,500	9.0
San Benito	\$10,500	2.3
La Feria	\$5,000	1.1
Los Fresnos	\$4,500	1.0
Rancho Viejo	\$2,000	0.4
Total	\$450,000	100.0%

In addition, to help you better understand the importance of this project, we are attaching a copy of the scope of work. We hope that you will consider our solicitation for your contribution. This study is important and is needed, so that funding from Federal and State agencies can be made possible to solve some of our flooding issues. We appreciate your cooperation and participation.

Sincerely,


Eddie Treviño, Jr.

Cameron County Courthouse
Oscar C. Dancy Building
Phone (956) 544-0830

1100 E. Monroe Street, Suite 218
etrevino@co.cameron.tx.us

Brownsville, Texas 78520
Fax (956) 544-8884

CAMERON COUNTY WATERSHED FLOOD PROTECTION STUDY

April 2019

Project Purpose

The purpose of this project is to conduct a detailed study of the three watersheds of Cameron County, to develop flood protection strategies for the flood prone areas within the watershed and determine a list of structural and nonstructural measures that could be implemented to reduce flood risk. The proposed flood protection plan will establish what the baseline flooding conditions are for the watersheds and incorporate (and/or update) the models of the major channels from Cameron County Drainage Districts No. 3, Cameron County Drainage Districts No. 5, Drainage District No.1 as well as each of the communities of the county.

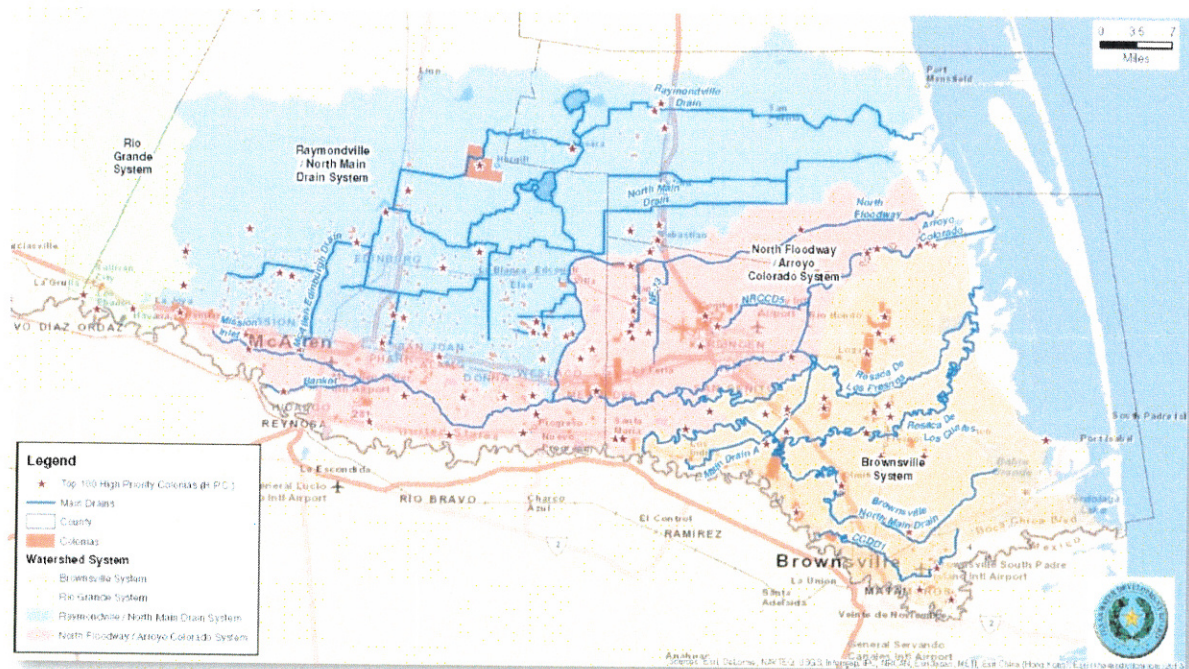
Figure 1 below shows the the three watersheds of the county and the existing drainage systems as they relate to the watersheds of the neighboring counties.

FIGURE 1

Project Scope

Task 1: Obtain and Review Available Data by gathering, organizing, and reviewing of all data provided, both hard copy and digital format.

A GIS Data including storm drain network, terrain (LiDAR) Data, land use/zoning, FEMA



mapping, planimetrics, political boundaries, development and subdivisions, detention pond locations, utility information, parcel information, etc. organized in a Geodatabase.

B. Hydrologic and Hydraulic Models utilized to assess flood risk and identify flood mitigation solutions developed for regional detention pond projects, channel improvement projects, large scale developments, FEMA models, IBWC models, etc. Model results will be compared to the effective Digital Flood Insurance Rate Map (DFIRM) data and the flood insurance claim data provided and discrepancies will be identified.

C. Drainage reports developed for major development projects or capital projects, including detention, channel improvement, and storm sewer improvement, will be requested from the County.

- Review current area master plans including:
 - a. Master Capital improvement Plan
 - b. Master Drainage Plan
 - c. Transportation Master Plan
 - d. Parks and Recreation Master Plan
 - e. Stormwater Management Plan (MS4 Phase 2)
- Review the preliminary list of identified flooding problems provided by County and partnering agency staff.
- Records of drainage complaints received by County and partnering agencies.

D. Conduct Public Meetings to allow the community to indicate on maps where they have witnessed drainage problem areas historically. Environmental Constraints

E. Review of Critical Environmental Features (CEF) already identified, as well as desktop research to identify other CEFs that need to be considered during the development of improvements scenarios.

Task 2: Drainage Problem Identification – Existing Conditions modeling for the watershed. Compile a list of drainage problem area “hot spots” identified in previous studies based on the data collected in the previous task and coordinate with County, partnering agencies, and other stakeholders for input. Prepare Hydrologic and Hydraulic Models

- i. Utilize existing H&H models developed for the County and partnering agencies and modify sub-basins as needed for critical facilities as identified by the Contractor and County staff.
- ii. The Contractor will consider the drainage patterns and determine the best modeling tools to utilize.
- iii. Assist in developing and prioritizing the list of critical facilities for suggested improvements to existing bridge/culvert crossings and future planned developments as they relate to regional Transportation Master Plans.
- iv. The Contractor will develop a new, area-wide H&H model in order to fully integrate the previous models and the interaction between them. The Contractor will utilize the rainfall depths developed by NOAA Atlas 14, current version. Flood simulations will be run for the 5-, 10-, 25-, 50-, 100-, and 500-year frequency storm events for the existing watershed conditions. The Contractor should also run a flood simulation for the 100-year fully developed watershed condition.

a. **Field Reconnaissance**

- The Contractor will conduct site visits of identified areas where access is available from public right-of-way (ROW) and of selected road crossings, storm sewer outfalls, retention/detention ponds, and sections of identified streams.
- Limited survey will be conducted in select areas, and as required, to verify existing conditions and/or obtain additional information not found in the Data Collection phase.
- Once the field verification process is complete, the GIS data developed will be evaluated for completeness and correctness and finalized. The data will be provided to the County as part of the final submittal.
- Field survey data will be incorporated into the Existing Conditions model.

b. **Identify Drainage Problems**

The Contractor will identify drainage problems by reviewing the results of the Existing Conditions model with County and partnering agency staff, as well as looking at results from previous studies and information. The identified drainage problems may include:

- i. Stream flooding
 1. Road overtopping
 2. Building flooding
- ii. Stream erosion
 1. Roads threatened
 2. Buildings threatened
 3. Utility infrastructure threatened
- iii. Local drainage
 1. Street flooding
 2. Subdivision (lot) flooding

c. **Public Meeting**

The Contractor will assist the County in preparing and presenting the results of the existing model showing the identified drainage problem area at a public meeting.

Task 3: Alternatives Analysis and Development of Drainage Solutions

- a. Flood Mitigation Solutions will use the Existing Conditions model developed in Task 2 to develop structural flood mitigation alternatives for a minimum of fifteen (15) drainage problem areas. Criteria for flood mitigation will be coordinated with the County and its partnering agencies. The Contractor will perform various agreed-upon storm simulations (i.e. 10-yr, 50-yr) to evaluate the effectiveness of the structural alternatives.
 - i. A desktop environmental assessment will be conducted to identify potential environmental permitting needs for each flood mitigation solution.
 - ii. Flood mitigation solutions will be limited to 2 per identified drainage problem area. Flood protection may include the following structural and non-structural measures as independent and combination solutions:
 - iii.

Structural Alternatives:

- Storm drain system improvements
- Road crossing improvements
- Channel improvements
- Detention and Retention Ponds
- Flood walls
- Pump stations

Non-Structural Alternatives:

- Identify flood areas and depths
- Require new buildings to be elevated
- Buy-out of buildings most prone to flooding
- Hazard classification for low water crossings
- Modifications to current drainage criteria, policies, or standards

b. Alternatives Analysis Deliverables

The draft solutions will include a one-page project summary per identified problem area that will include the project description, conceptual flood mitigation solution, and probable cost estimate. A simple Benefit-Cost Analysis (BCA) will be conducted to support recommendations.

c. Public Meeting

The Contractor will assist the County in preparing and presenting the results of the alternative analysis for flood mitigation projects at a public meeting. Community input will then be used in the next Task of the project (Evaluation and reporting).

Task 4: Evaluation and Reporting

The Contractor will perform the following actions to assist the County and its partners with the development of the prioritized Flood Protection Plan:

a. Ranking and Categorizing Projects

Using a systematic process, the Contractor will assist the county in ranking and categorizing each evaluated drainage project based on its engineering merit. The projects will be classified as Large CIP (regional), Small CIP (local), and O&M (small projects) which will be defined with County and partnering agency input.

b. FEMA Benefit/Cost Analysis

While the simpler benefit/cost analysis will be used in the alternatives analysis development and the initial project ranking, the Contractor will use FEMA's Flood Module Benefit Cost Analysis (BCA) software to determine the Benefit/Cost ratio for the proposed alternatives. FEMA's BCA software provides for a comparison of the existing condition hydrology and hydraulic data compared to the proposed condition hydrology and hydraulic data. This data, combined with specific data regarding people, property, and infrastructure at risk, results in an estimated savings (avoided damages) from implementation of each of the alternatives. The data required

to perform a BCA will be incorporated into the technical memorandum requirements to ensure the results of the study provide the data needed to perform the BCA for each alternative. Using FEMA's BCA software significantly increases the likelihood of identifying alternatives that have a viable funding source; thus making the study recommendations more likely to be implementable.

c. Implementation / CIP Development

- i. The Contractor will meet with the County and its partnering agencies to review the project classifications and confirm objectives and assumptions for the CIP prioritization. The prioritization of the drainage CIP projects will likely be evaluated based on criteria that may include Public Safety, Economic Impact, Environmental Impact, and Project Timing among others. Each of the criteria developed will have a description and scoring values.
- ii. The Contractor will provide recommendations for the implementation and phasing of the identified improvements, both structural and non-structural. The implementation plan will identify potential funding sources for the improvements, such as drainage utility fees, impact fees, public/private partnerships, special utility districts, etc., as appropriate. Current Capital Improvements Plans will be taken into consideration to ensure that the recommended flood protection strategies are coordinated and consistent with the planned project.

d. Deliverables

The Cameron County Flood Protection Plan will include the following project deliverables, in addition to those listed in previous tasks:

i. Digital Data Deliverable

1. Prepare the FPP Geodatabase for submittal. The Geodatabase will include the feature classes relating to the model inventory and report/plan inventory as well as the field data collected. Other relevant digital data collected will be organized into the Geodatabase as well. Provide all models collected as well as any model updates. The models will be catalogued and include the location, date prepared, and any other information available. The associated GIS features will be included in the Geodatabase. The evaluation will be provided as part of the narrative; but notes will be included in the GIS.
2. Provide all photos taken during the field verification process in .jpg format. Photos will be compressed to a size not to exceed 1MB. The associated GIS features will be included in the Geodatabase.
3. Provide the full library of scanned documentation, including reports and record drawings.
4. Updated delineations of all drainage basins located within the project areas using a polygon feature. These will include delineations for the stream watershed as

well as drainage sub-basins for contributing streams and ditches. These will be included in the Geodatabase.

5. Service areas for the major regional detention facilities, identifying the contributing area using a polygon feature. The information will be included in the Geodatabase.
6. Mapping of the 10-, 25-, 100-, and 500-year floodplains.

ii. **Report Deliverable**

1. Prepare a detailed DMP report (Draft version and Final version), including a narrative discussing the procedures and findings of each task, relevant figures and tables, meeting notes, a log of project decisions, conceptual drainage project solutions, probable cost estimate, and prioritized drainage CIP plan. Copies of the digital information will be included on CD/DVD with the final report.

Task 5: Project Management and Coordination

The County is looking for the Contractor's project management activities to include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities.

CONCLUSION

The Texas Water Development Board has funded Cameron County with a grant to conduct this study. This study is the next step in the process to plan for infrastructure to manage and move large amounts of storm water to mitigate the probabilities of large scale flooding in the County.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Projects
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3028)

DOC ID: 3028 A

Consideration and ACTION to approve plans for the Hike & Bike Trail project.

We are getting closer to getting the final approval to bid the project. This includes grant funds from TPW for \$200,000 and from Valley Baptist Legacy Foundation for \$500,000. The trail will connect to the back side of the Nature park and continue going south along the drainage ditch across FM 2480 and Highway 100 to East Tenth Street and then turning west to FM 1847. It is a 10 foot asphalt path with concrete curbs on each side. If you would like to see it in larger print let Jackie know. You can use the file copy or she will print you one.

I recommend approval.



SITE IMPROVEMENTS FOR PEDESTRIAN AND BICYCLE TRAIL

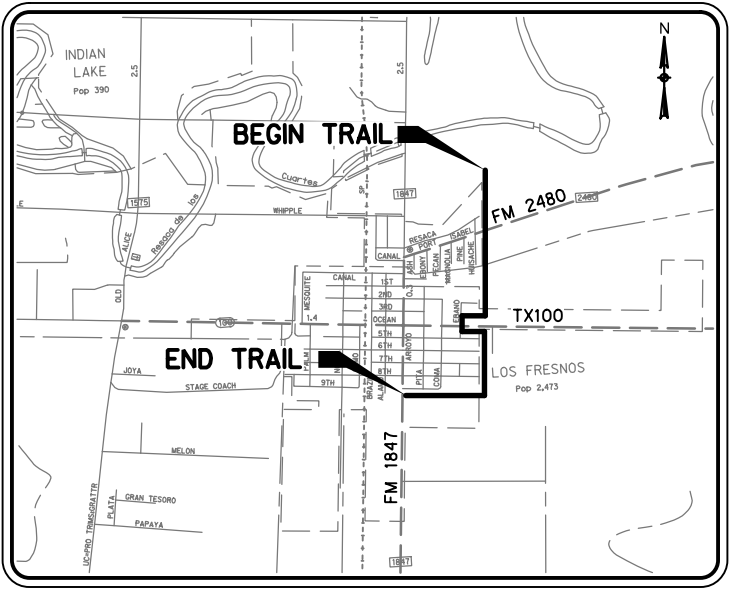
LOS FRESNOS, TX 78566

OWNER

CITY OF LOS FRESNOS
200 NORTH BRAZIL STREET
LOS FRESNOS, TX 78566
CONTACT: MARK MILUM, CITY MANAGER
EMAIL: mmilum@citylf.us
TEL: 956-233-5768

ENGINEER

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HWY, ST. 100
McALLEN, TX. 78503
CONTACT: ROBERT L. SAENZ, P.E.
EMAIL: RSAENZ@HALFF.COM
TEL: (956) 664-0286
TBPE FIRM# F-312



LOCATION MAP
NTS

SHEET INDEX

1	GENERAL NOTES / LEGEND
2 - 4	TYPICAL SECTIONS
5	SURVEY CONTROL PLAN
6 - 7	ALIGNMENT DATA
8	KEY MAP
9 - 24	PLAN & PROFILE
25 - 30	TRAILHEAD DETAILS
31	IRRIGATION & STORM IMPROVEMENTS PLAN
32	EROSION CONTROL PLAN
33	TEMPORARY EROSION CONTROL LOGS
34 - 35	MISCELLANEOUS DETAILS
36	TYPE 'M' MANHOLE
37 - 38	PEDESTRIAN FACILITIES CURB RAMPS
39	SAFETY END TREATMENT DETAILS
40 - 41	SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS

HALFF

5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282
TBPE FIRM #F-312

PRELIMINARY

100% DESIGN
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM
REVIEW PURPOSES ONLY AND NOT
INTENDED FOR CONSTRUCTION,
BIDDING OR PERMITTING.
THEY WERE PREPARED BY OR
UNDER THE SUPERVISION OF:

ROBERT L. SAENZ, P.E. 82072 - 5/08/19

TBPE FIRM#

Packet Pg. 121

GENERAL CONSTRUCTION NOTES:

- 1) ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF LOS FRESNOS CODES AND DESIGN STANDARDS.
ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHOULD BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA CURRENT CONDITIONS.
- 2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.
- 3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.
- 4) TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO BE IN ACCORDANCE WITH SPECIFICATIONS.
- 5) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED.
- 6) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.
- 7) CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURBS UNLESS SHOWN OTHERWISE.
- 8) MATERIAL TESTING SHALL BE PROVIDED BY THE CITY OF LOS FRESNOS. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.
- 9) CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OWNER FOR ALL CITY, STATE, AND FEDERAL PERMITS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 10) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER
- 11) "THESE PLANS, PREPARED BY HALFF DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 622 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70-TH LEGISLATURE REGULAR SESSION."
- 12) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
- 13) CONTRACTOR TO COORDINATE WITH THE CITY OF LOS FRESNOS ON WORK SCHEDULES, TESTING, GENERAL INSPECTION.
- 14) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.
- 15) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CITY OF LOS FRESNOS PERSONNEL WILL BE AVAILABLE FOR ASSISTANCE AND OPERATION OF VALVES AS REQUIRED. CONTRACTOR TO TO COORDINATE WITH OTHER UTILITIES COMPANIES,ELECTRICAL UTILITIES, GAS UTILITIES AND TELEPHONE UTILITIES.
- 16) ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY CONTRACTOR IN A LEGAL MANNER, FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.
- 17) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT.
- 18) CONCRETE NOTES:
A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
- 19) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
- 20) CONTRACTOR TO CONTACT CITY OF LOS FRESNOS 48 HOURS PRIOR TO CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS.
- 21) CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.

UTILITY GENERAL NOTES:

- 1) CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING :

TEXAS ONE CALL.....(800) 245-4545
DIG TESS.....(800) DIG-TESS
TEXAS GAS SERVICE.....(956) 959-5325
SOUTHWESTERN BELL TELEPHONE.....(800) 286-8313
TIME WARNER CABLE.....(800) 222-5355
AT&T TEXAS.....(800) 288-2020
AEP TEXAS.....(800) 344-8377
CAMERON COUNTY.....(956) 548-9555
TXDOT.....(956) 542-2260
- 2) CONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.
- 3) ALL EXISTING UTILITIES SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY TAKE RESPONSIBILITY FOR ACCURACY OF LOCATION.
- 4) CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.
- 5) ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT.
- 6) ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- 7) ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH THE CITY OF LOS FRESNOS.
- 8) WORK REQUIRED TO BE INSPECTED BY THE CITY SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY. NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS, MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE CITY. INSPECTION OVERTIME COSTS TO BE BORNE BY CONTRACTOR.
- 9) USE CLASS 'B' EMBEDMENT FOR UTILITY TRENCHES UNDER PAVEMENT.
- 10) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE.
- DEMOLITION NOTES:
1. ALL MATERIAL TO BE REMOVED SHALL BE DISPOSED IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.


















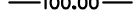

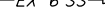



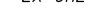





STORM DRAINAGE LINE CONSTRUCTION NOTES:

- 1) CONTRACTOR TO PROVIDE POSITIVE OUTFLOW FOR SITE AT ALL TIMES.IN THE CASE OF A STORM EVENT, CAPACITY FOR STORM WATER RUNOFF SHALL BE PROVIDED ON SITE AS A TEMPORARY DETENTION FACILITY TO MINIMIZE ADJACENT LOCAL FLOODING.
- 2) ALL STORM PIPES SHALL BE CLASS III REINFORCED CONCRETE PIPE WITH RUBBER GASKET SEALED JOINTS, UNLESS OTHERWISE NOTED ON PLANS.
- 3) AT LOCATIONS WHERE CORRUGATED METAL PIPE (CMP) IS REQUIRED, CMP SHALL BE GALVANIZED WITH POLYMER COATING INSIDE AND OUTSIDE. CMP SHALL BE "CONTECH" BRAND OR APPROVED EQUAL AND SHALL MEET CAMERON COUNTY DRAINAGE DISTRICT NUMBER FIVE STANDARDS AND SPECS.
- 4) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.
- 5) ALL DIMENSIONS AND STATIONS ARE TO CENTER OF STRUCTURE.
- 6) ALL PIPE LENGTHS ARE TO CENTER OF STRUCTURE.

PAVING CONSTRUCTION NOTES:

- 1) HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDOT SPECIFICATION TYPE "D"
- 2) SUBGRADE EXCAVATION AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."
- 3) CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO ENSURE PROPER DRAINAGE.
- 4) CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.
- 5) NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.
- 6) ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT CONTRACTOR'S EXPENSE.
- 7) HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225°F

LEGEND

PROPOSED	EXISTING	
	CI 	INLET
	GI 	GRATE INLET
	MH 	MANHOLE
	WV 	GATE VALVE & BOX
	WM 	WATER METER
	FH 	FIRE HYDRANT
	SSCO 	SANITARY CLEAN OUT
	LP 	LIGHT POLE
	EB 	ELECTRIC BOX
	PP 	POWER POLE
	TPED 	TELEPHONE PEDESTAL
		FENCE
	TS 	TRAFFIC SIGN
		CONTOUR
		SAN. SEWER
		WATER
		STORM SEWER
		OVERHEAD ELECTRIC
		TELEPHONE LINE
		ASPHALT PAVEMENT
		ASPHALT PAVEMENT
		CONCRETE PAVEMENT

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ROBERT L. SAENZ, P.E. 82072. 5/08/1
TBPE FIRM #F-312

GENERAL NOTES / LEGEND

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

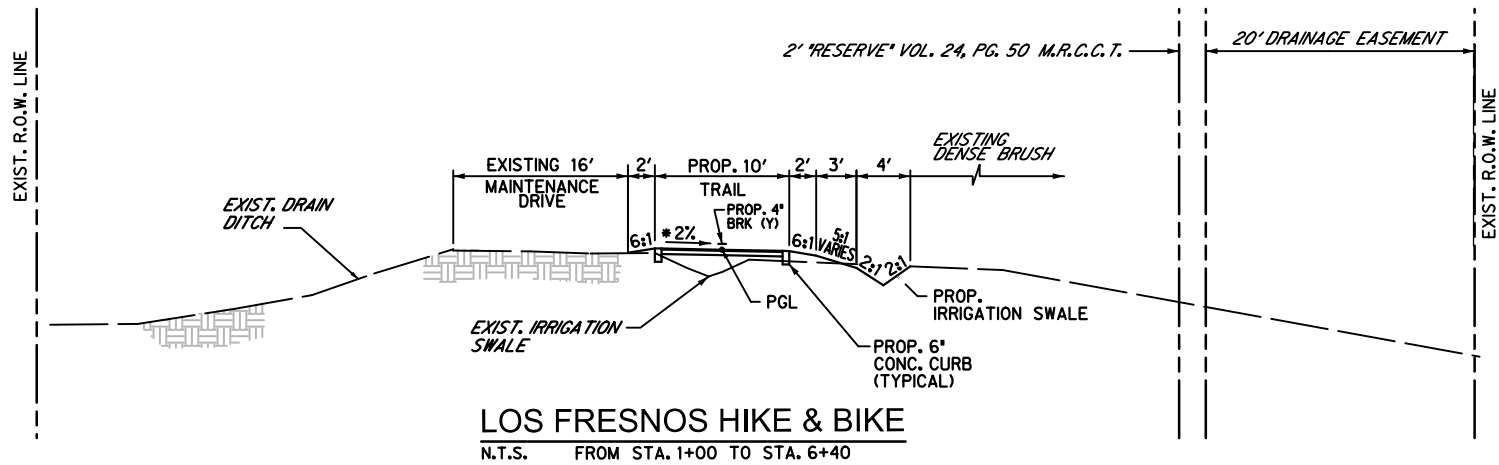


5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

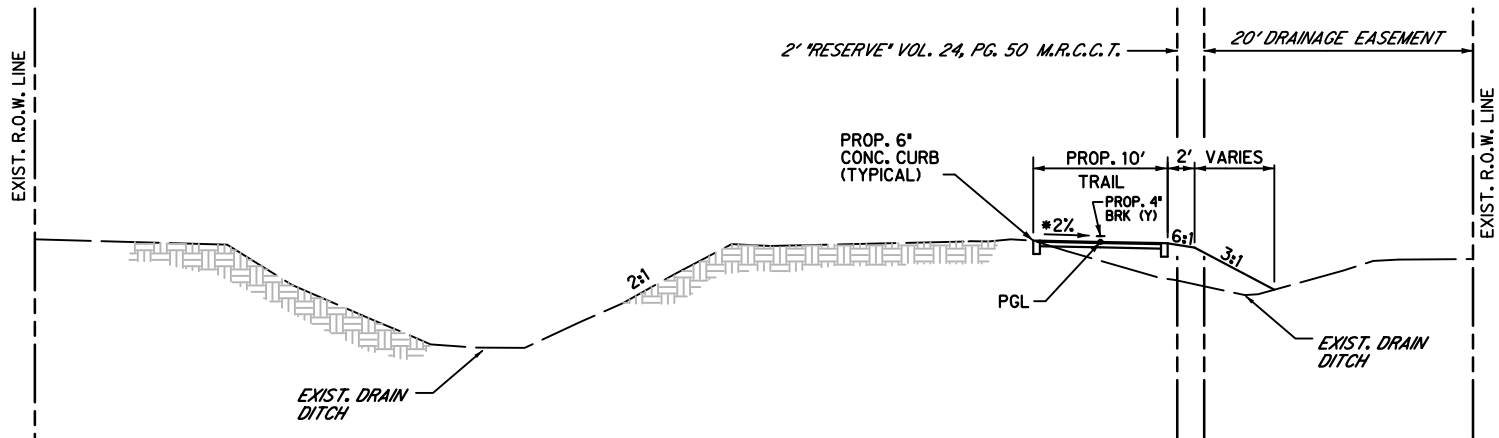
TBPE FIRM #F-312

1 OF 1

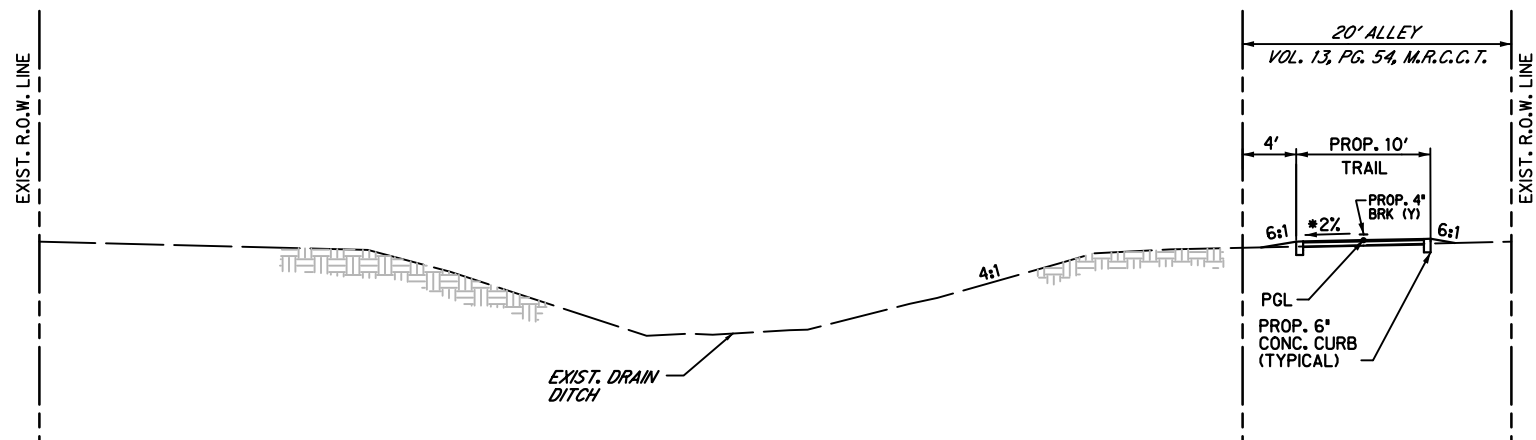
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J.A.	S.R.	5-03-2019	AS SHOWN		4



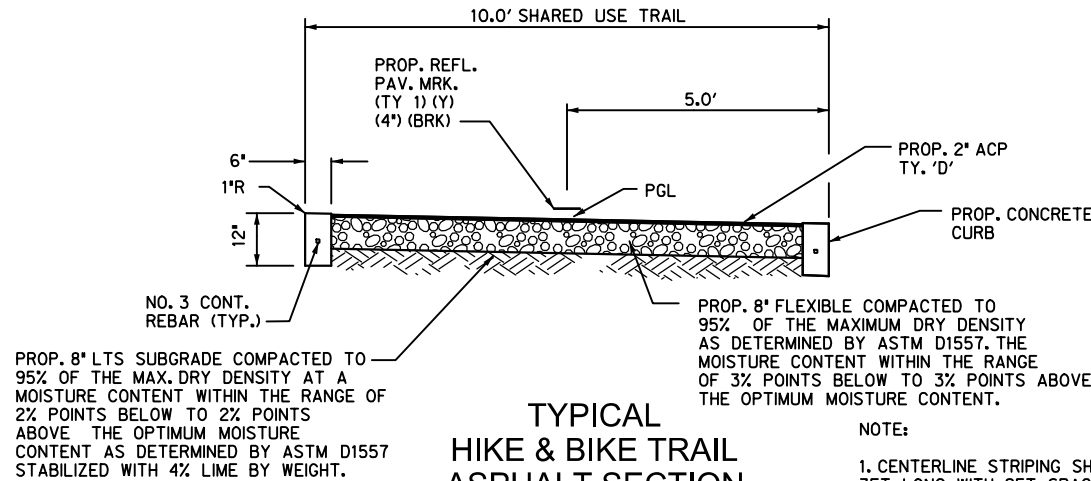
LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 1+00 TO STA. 6+40



LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 6+40 TO STA. 10+67

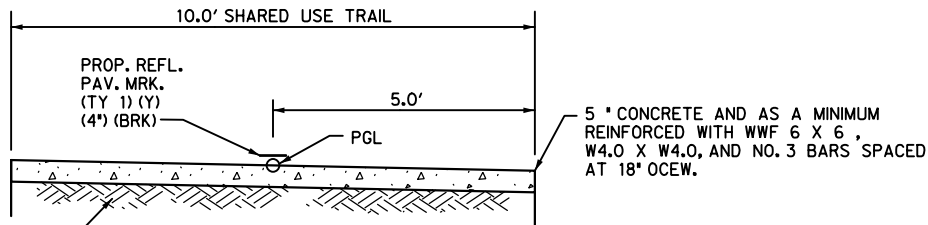


LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 10+67 TO STA. 14+60
STA. 18+00 TO STA. 26+10



TYPICAL
HIKE & BIKE TRAIL
ASPHALT SECTION
N.T.S.

FOR ADDITIONAL INFORMATION
REFER TO GEOTECHNICAL REPORT:
PREPARED BY : RABA KISTNER
PROJECT NO. ABA17-006-00
DATE: 7-26-2017



ALTERNATE
HIKE & BIKE TRAIL
CONCRETE SECTION
N.T.S.

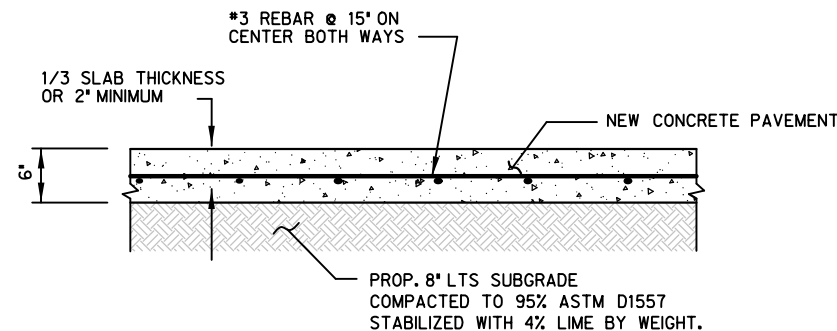
FOR ADDITIONAL INFORMATION
REFER TO GEOTECHNICAL REPORT:
PREPARED BY : RABA KISTNER
PROJECT NO. ABA17-006-00
DATE: 7-26-2017

- NOTE:
1. CENTERLINE STRIPING SHALL BE 3FT LONG WITH 9FT SPACING IN BETWEEN FOR ENTIRE LENGTH OF PATH EXCEPT AT CURVES.
 2. SOLID CENTERLINE STRIPE SHALL BE USED ALONG ALL CURVES.

- NOTE:
1. CENTERLINE STRIPING SHALL BE 3FT LONG WITH 9FT SPACING IN BETWEEN FOR ENTIRE LENGTH OF PATH EXCEPT AT CURVES.
 2. SOLID CENTERLINE STRIPE SHALL BE USED ALONG ALL CURVES.

PAVEMENT SECTION: CONCRETE MIN. 3,500 PSI @ 28 DAYS
CONTRACTOR TO CUT 15' x 15' CONTROL JOINTS
EXPANSION JOINTS NOT TO EXCEED 75 FT.

CONTRACTOR TO USE #6 DOWELS 24" LONG
@ 24" ON CENTER ON NEW CONSTRUCTION
JOINTS WHERE NEW PAVEMENTS ARE
POURED ON TWO SEPARATE DAYS.
(12" OF DOWEL TO BE GREASED)



PAVEMENT SECTION: CONCRETE MIN. 3,500 PSI @ 28 DAYS
CONTRACTOR TO CUT 15' x 15' CONTROL JOINTS.
EXPANSION JOINTS NOT TO EXCEED 75 FT.

FOR ADDITIONAL INFORMATION
REFER TO GEOTECHNICAL REPORT:
PREPARED BY : RABA KISTNER
PROJECT NO. ABA17-006-00
DATE: 7-26-2017

CONCRETE PAVEMENT SECTION
PER EMAIL DATED : 9-18-2017

CONCRETE PAVEMENT
NTS STA. 25+98.14 TO STA. 27+53.46

* REFER TO PLANS FOR
CHANGE IN CROSS SLOPE
LOCATIONS

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TYPICAL SECTIONS

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

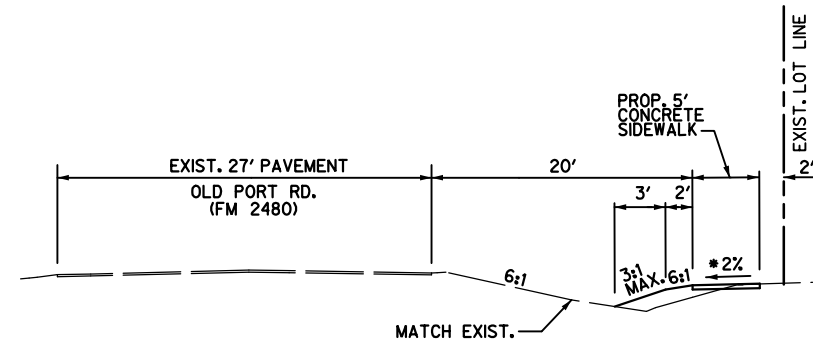


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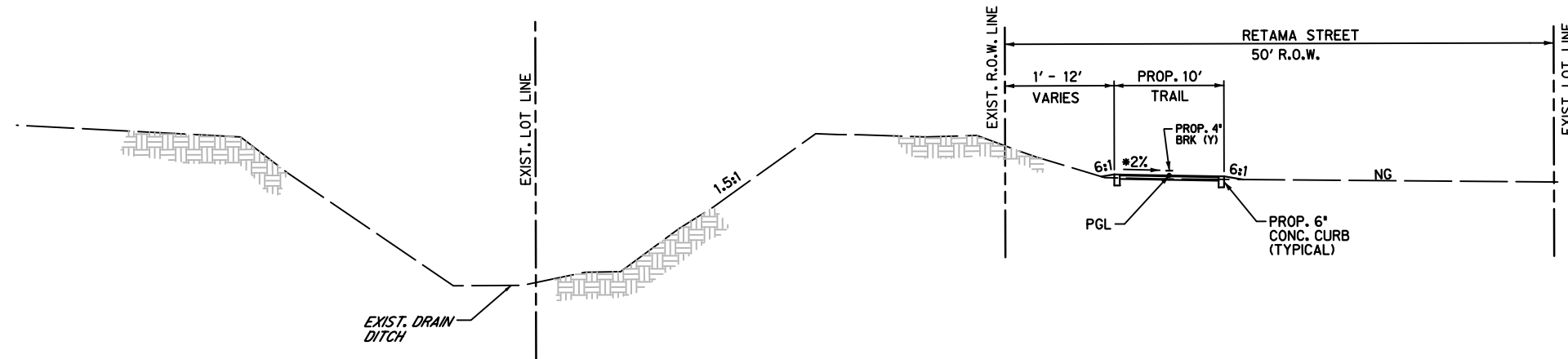
TBPE FIRM #F-312

1 OF 3

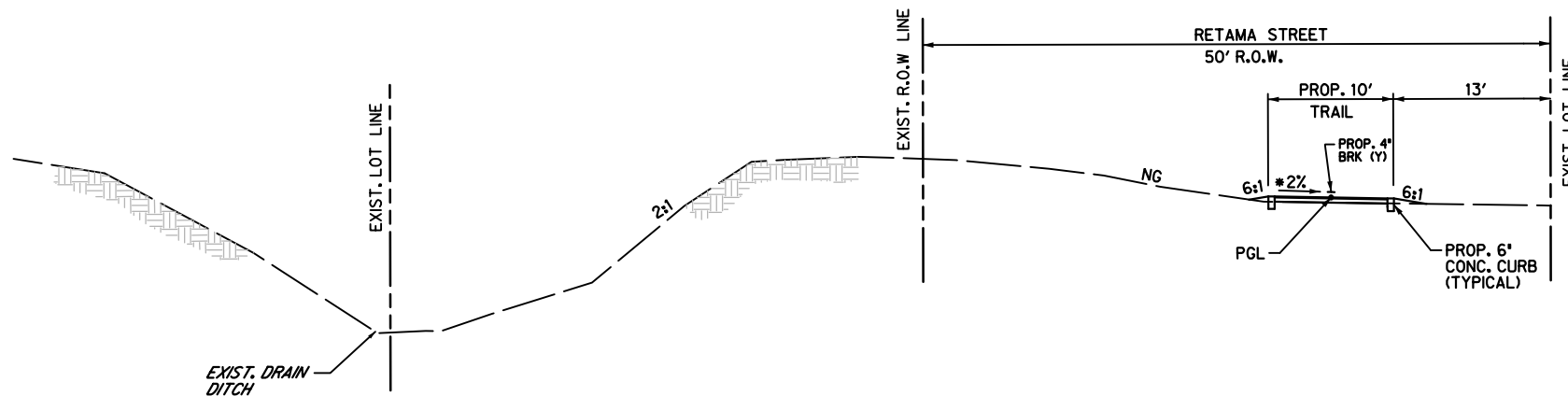
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		



LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 14+60 TO STA. 18+00



LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 26+10 TO STA. 41+80



LOS FRESNOS HIKE & BIKE
N.T.S. FROM STA. 52+42 TO STA. 61+32

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TYPICAL SECTIONS

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



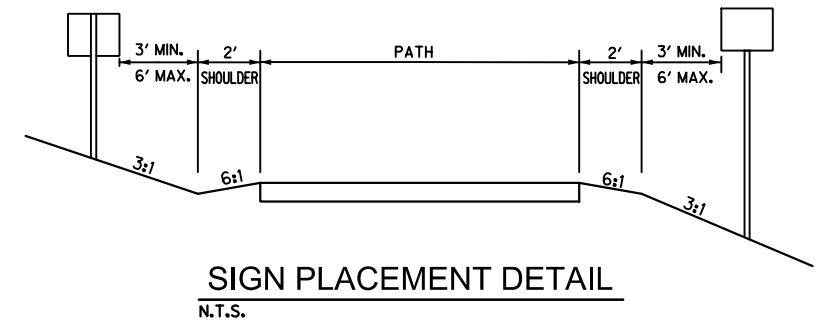
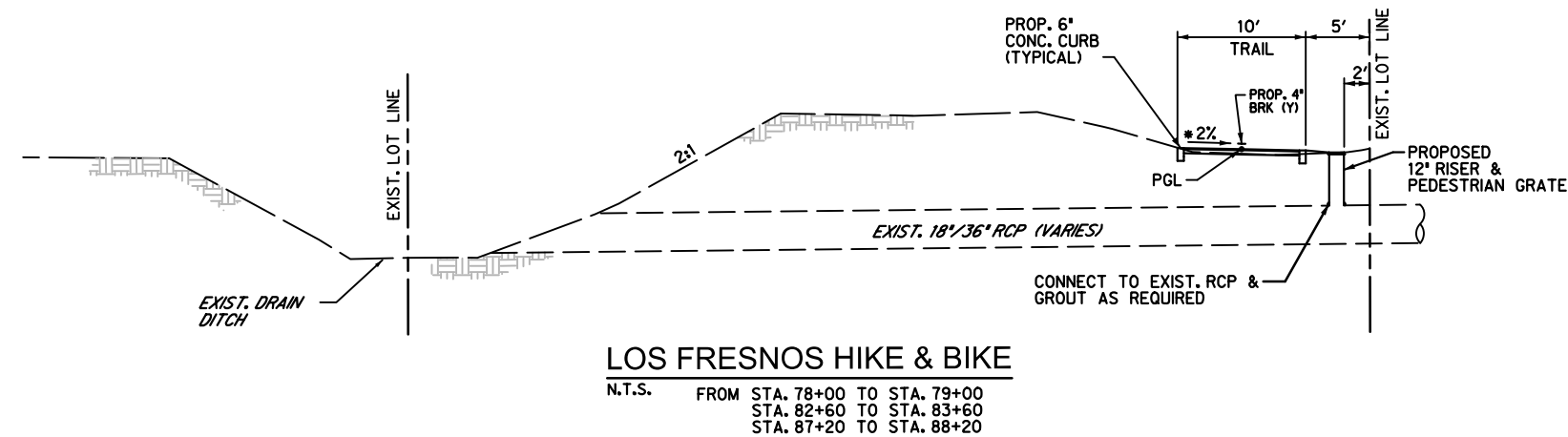
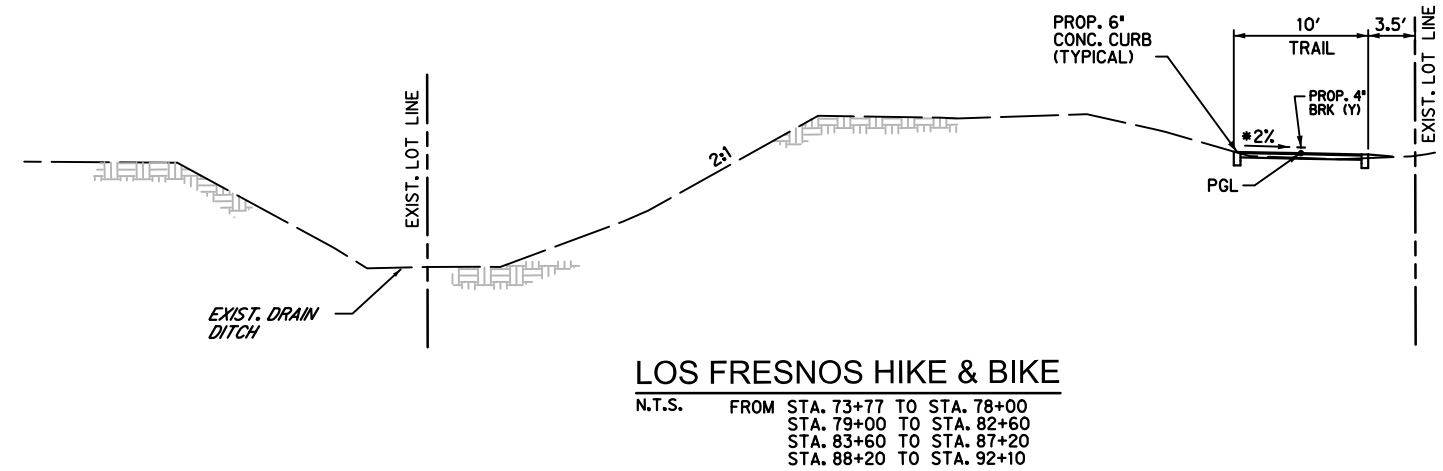
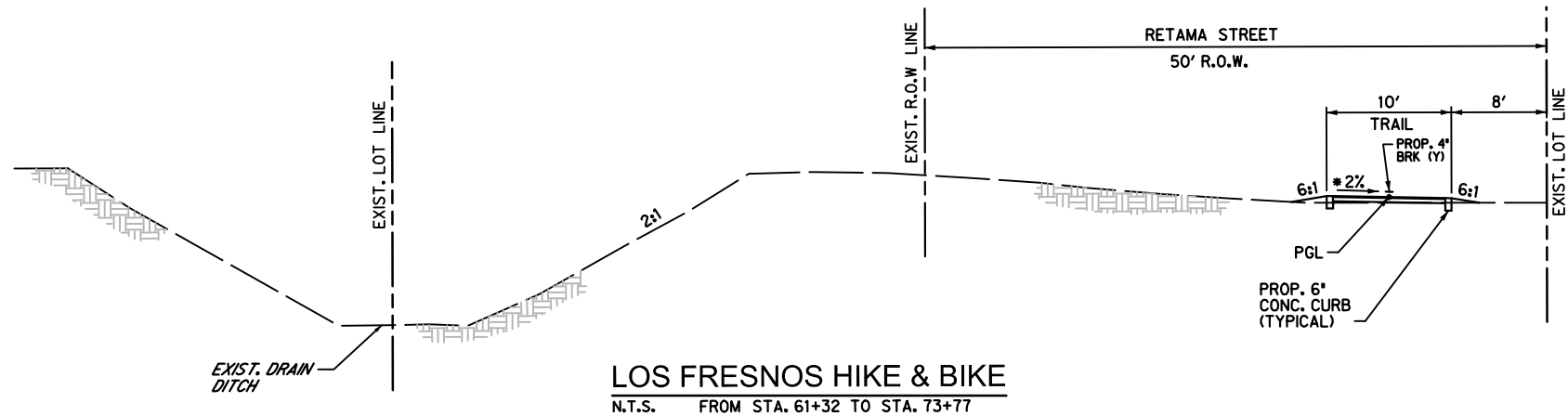
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TBPE FIRM #F-312

2 OF 3

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

* REFER TO PLANS FOR
CHANGE IN CROSS SLOPE
LOCATIONS



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TBPE FIRM #F-312

TYPICAL SECTIONS

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



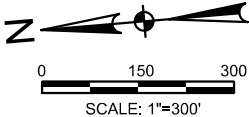
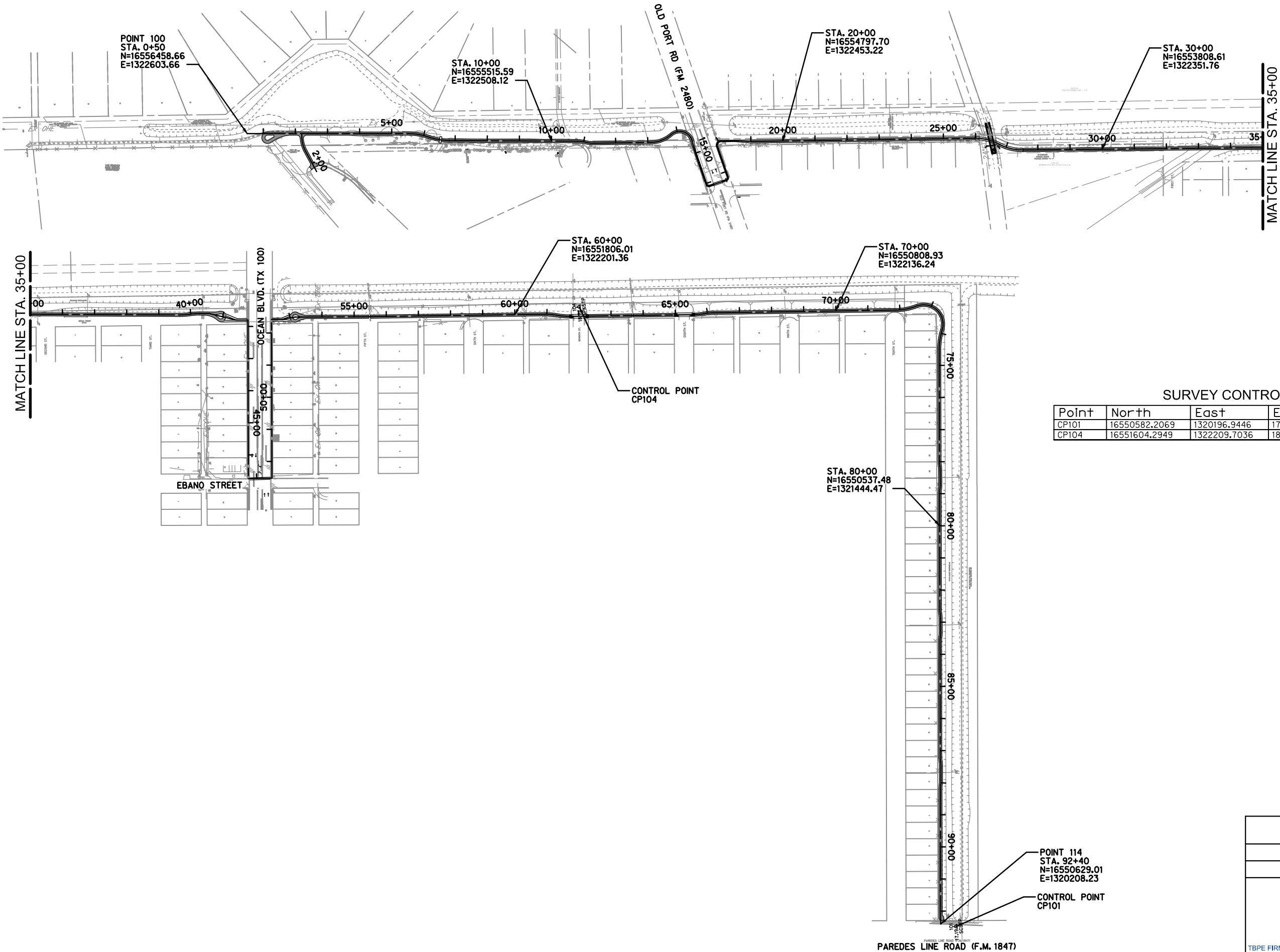
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TBPE FIRM #F-312

3 OF 3

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

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SURVEY CONTROL TABLE

Point	North	East	Elevation	Description
CP101	16550582.2069	1320196.9446	17.1940	SCSTP
CP104	16551604.2949	1322209.7036	18.7660	PK NAIL

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TBPE FIRM #F-312

SURVEY CONTROL PLAN

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

TBPE FIRM #F-312 1 OF 1

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

Beginning chain CL-1 description

Point 100 N 16,556,458.66 E 1,322,603.66 Sta 0+50.00
Course from 100 to PC CL-1-1 S 4°22' 54.3588" W Dist 500.97

Curve Data

Curve CL-1-1
P.I. Station = 16,555,925.95 E 1,322,562.84
Delta = 18°54' 13.5591" (RT)
Degree = 28°38' 52.4031"
Tangent = 65.30
Length = 65.99
Radius = 200.00
External = 2.75
Long Chord = 65.69
Mid. Ord. = 2.72
P.C. Station = 16,555,959.15 E 1,322,565.38
P.T. Station = 16,555,895.37 E 1,322,549.68
C.C. = 16,555,974.43 E 1,322,565.97
Back = S 4°22' 54.3588" W
Ahead = S 23°17' 07.9178" W
Chord Bear = S 13°50' 01.1383" W

Curve Data

Curve CL-1-2
P.I. Station = 16,555,865.27 E 1,322,536.72
Delta = 18°36' 32.4467" (LT)
Degree = 28°38' 52.4041"
Tangent = 32.77
Length = 64.96
Radius = 200.00
External = 2.67
Long Chord = 64.67
Mid. Ord. = 2.63
P.C. Station = 16,555,895.37 E 1,322,549.68
P.T. Station = 16,555,832.61 E 1,322,534.05
C.C. = 16,555,816.30 E 1,322,733.39
Back = S 23°17' 07.9178" W
Ahead = S 4°40' 35.4718" W
Chord Bear = S 13°58' 51.6948" W

Course from PT CL-1-2 to PC CL-1-3 S 4°40' 35.4718" W Dist 399.01

Curve Data

Curve CL-1-3
P.I. Station = 16,555,422.25 E 1,322,500.48
Delta = 14°29' 47.4526" (RT)
Degree = 57°17' 44.8062"
Tangent = 12.72
Length = 25.30
Radius = 100.00
External = 0.81
Long Chord = 25.23
Mid. Ord. = 0.80
P.C. Station = 16,555,434.93 E 1,322,501.52
P.T. Station = 16,555,410.24 E 1,322,496.31
C.C. = 16,555,443.08 E 1,322,401.85
Back = S 4°40' 35.4718" W
Ahead = S 19°10' 22.9244" W
Chord Bear = S 11°55' 29.1981" W

Curve Data

Curve CL-1-4
P.I. Station = 16,555,397.26 E 1,322,491.79
Delta = 15°38' 39.6557" (LT)
Degree = 57°17' 44.8039"
Tangent = 13.74
Length = 27.30
Radius = 100.00
External = 0.94
Long Chord = 27.22
Mid. Ord. = 0.93
P.C. Station = 16,555,410.24 E 1,322,496.31
P.T. Station = 16,555,383.55 E 1,322,490.95
C.C. = 16,555,377.40 E 1,322,590.76
Back = S 19°10' 22.9244" W
Ahead = S 3°31' 43.2687" W
Chord Bear = S 11°21' 03.0966" W

Course from PT CL-1-4 to PC CL-1-5 S 3°31' 43.2687" W Dist 175.33

Curve Data

Curve CL-1-5
P.I. Station = 16,555,171.87 E 1,322,477.90
Delta = 40°21' 31.2140" (LT)
Degree = 57°17' 44.8062"
Tangent = 36.75
Length = 70.44
Radius = 100.00
External = 6.54
Long Chord = 68.99
Mid. Ord. = 6.14
P.C. Station = 16,555,208.55 E 1,322,480.16
P.T. Station = 16,555,142.45 E 1,322,499.93
C.C. = 16,555,202.40 E 1,322,579.97
Back = S 3°31' 43.2687" W
Ahead = S 36°49' 47.9453" E
Chord Bear = S 16°39' 02.3383" E

Curve Data

Curve CL-1-6
P.I. Station = 16,555,091.39 E 1,322,538.17
Delta = 115°49' 39.2401" (RT)
Degree = 143°14' 22.0149"
Tangent = 63.80
Length = 80.86
Radius = 40.00
External = 35.30
Long Chord = 67.78
Mid. Ord. = 18.75
P.C. Station = 16,555,142.45 E 1,322,499.93
P.T. Station = 16,555,079.21 E 1,322,475.54
C.C. = 16,555,118.48 E 1,322,467.91
Back = S 36°49' 47.9453" E
Ahead = S 78°59' 51.2948" W
Chord Bear = S 21°05' 01.6747" W

Curve Data

Curve CL-1-7
P.I. Station = 16,555,043.26 E 1,322,329.23
Delta = 90°00' 00.0000" (LT)
Degree = 76°35' 37.4166"
Tangent = 7.50
Length = 11.78
Radius = 7.50
External = 3.11
Long Chord = 10.61
Mid. Ord. = 2.20
P.C. Station = 16,555,045.17 E 1,322,336.48
P.T. Station = 16,555,036.01 E 1,322,331.13
C.C. = 16,555,037.92 E 1,322,338.39
Back = S 75°16' 41.9790" W
Ahead = S 14°43' 18.0211" E
Chord Bear = S 30°16' 41.9789" W

Curve Data

Curve CL-1-8
P.I. Station = 16,554,975.22 E 1,322,347.10
Delta = 90°04' 57.5789" (LT)
Degree = 76°35' 37.4166"
Tangent = 7.51
Length = 11.79
Radius = 7.50
External = 3.11
Long Chord = 10.61
Mid. Ord. = 2.20
P.C. Station = 16,554,982.49 E 1,322,345.20
P.T. Station = 16,554,977.14 E 1,322,354.37
C.C. = 16,554,984.39 E 1,322,352.45
Back = S 14°43' 18.0211" E
Ahead = S 75°11' 44.4000" E
Chord Bear = S 59°45' 46.8105" E

Course from PT CL-1-8 to PC CL-1-9 N 75°11' 44.4014" E Dist 101.05

Curve Data

Curve CL-1-9
P.I. Station = 16,555,007.39 E 1,322,468.81
Delta = 108°22' 33.7892" (RT)
Degree = 458°21' 58.4500"
Tangent = 17.32
Length = 23.64
Radius = 12.50
External = 8.86
Long Chord = 20.27
Mid. Ord. = 5.19
P.C. Station = 16,555,002.96 E 1,322,452.06
P.T. Station = 16,554,990.10 E 1,322,467.73
C.C. = 16,554,990.88 E 1,322,455.26
Back = N 75°11' 44.4000" E
Ahead = S 3°34' 18.1892" W
Chord Bear = S 50°36' 58.7054" E

Course from PT CL-1-9 to 102 S 3°34' 18.1892" W Dist 42.93

Point 102 N 16,554,947.25 E 1,322,465.06 Sta 18+49.94

Course from 102 to 103 S 6°26' 02.8483" W Dist 50.06

Point 103 N 16,554,897.50 E 1,322,459.45 Sta 19+00.00

Course from 103 to PC CL-1-10 S 3°34' 18.1892" W Dist 698.15

Curve Data

Curve CL-1-10
P.I. Station = 16,554,160.93 E 1,322,413.47
Delta = 28°50' 39.7874" (RT)
Degree = 36°57' 54.0685"
Tangent = 39.86
Length = 28.03
Radius = 155.00
External = 5.04
Long Chord = 77.21
Mid. Ord. = 4.88
P.C. Station = 16,554,200.71 E 1,322,415.96
P.T. Station = 16,554,127.28 E 1,322,392.11
C.C. = 16,554,210.37 E 1,322,261.26
Back = S 3°34' 18.1892" W
Ahead = S 32°24' 57.9766" W
Chord Bear = S 17°59' 38.0829" W

Curve Data

Curve CL-1-11
P.I. Station = 16,554,093.96 E 1,322,370.95
Delta = 28°34' 11.4217" (LT)
Degree = 36°57' 54.0674"
Tangent = 39.47
Length = 27.29
Radius = 155.00
External = 4.95
Long Chord = 76.49
Mid. Ord. = 4.79
P.C. Station = 16,554,127.28 E 1,322,392.11
P.T. Station = 16,554,054.59 E 1,322,368.30
C.C. = 16,554,044.19 E 1,322,522.95
Back = S 32°24' 57.9766" W
Ahead = S 3°50' 46.5549" W
Chord Bear = S 18°07' 52.2657" W

Course from PT CL-1-11 to 104 S 3°50' 46.5548" W Dist 710.89

Point 104 N 16,553,345.29 E 1,322,320.62 Sta 34+64.36

Course from 104 to PC CL-1-12 S 4°38' 00.1462" W Dist 501.35

Curve Data

Curve CL-1-12
P.I. Station = 16,552,830.21 E 1,322,278.87
Delta = 8°36' 23.6558" (LT)
Degree = 27°56' 56.9756"
Tangent = 15.43
Length = 30.79
Radius = 205.00
External = 0.58
Long Chord = 30.76
Mid. Ord. = 0.58
P.C. Station = 16,552,845.58 E 1,322,280.12
P.T. Station = 16,552,814.82 E 1,322,279.94
C.C. = 16,552,829.02 E 1,322,484.45
Back = S 4°38' 00.1462" W
Ahead = S 3°58' 23.5195" E
Chord Bear = S 0°19' 48.3134" W

Curve Data

Curve CL-1-13
P.I. Station = 16,552,799.43 E 1,322,281.01
Delta = 40°11.93 N
Degree = 8°36' 23.6558" (RT)
Tangent = 15.43
Length = 30.79
Radius = 205.00
External = 0.58
Long Chord = 30.76
Mid. Ord. = 0.58
P.C. Station = 16,552,814.82 E 1,322,279.94
P.T. Station = 16,552,784.05 E 1,322,279.76
C.C. = 16,552,800.61 E 1,322,075.43
Back = S 3°58' 23.5195" E
Ahead = S 4°38' 00.1462" W
Chord Bear = S 0°19' 48.3134" W

Course from PT CL-1-13 to 105 S 4°38' 00.1463" W Dist 30.58

Point 105 N 16,552,753.58 E 1,322,277.29 Sta 40+57.88

Course from 105 to 106 S 18°05' 04.3665" W Dist 87.24

Point 106 N 16,552,670.64 E 1,322,250.21 Sta 41+45.12

Course from 106 to 107 S 3°33' 30.3031" W Dist 35.09

Point 107 N 16,552,635.62 E 1,322,248.03 Sta 41+80.21

Course from 107 to 108 N 85°45' 57.3177" W Dist 494.24

Point 108 N 16,552,672.11 E 1,321,755.14 Sta 46+74.45

Course from 108 to 109 S 2°59' 13.8978" W Dist 73.52

Point 109 N 16,552,598.69 E 1,321,751.31 Sta 47+47.97

Course from 109 to 110 S 85°45' 57.3177" E Dist 493.98

Point 110 N 16,552,562.22 E 1,322,243.94 Sta 52+41.95

Course from 110 to 111 S 4°22' 54.3589" W Dist 32.74

Point 111 N 16,552,529.57 E 1,322,241.44 Sta 52+74.69

Course from 111 to 112 S 6°32' 11.6076" E Dist 41.51

Point 112 N 16,552,488.32 E 1,322,246.16 Sta 53+16.21

Course from 112 to 113 S 4°14' 02.6823" W Dist 196.81

Point 113 N 16,552,292.06 E 1,322,231.63 Sta 55+13.01

Course from 113 to PC CL-1-14 S 3°33' 52.4598" W Dist 579.53

Curve Data

Curve CL-1-14
P.I. Station = 16,551,693.58 E 1,322,194.35
Delta = 61°12.65 N
Degree = 11°28' 42.0273" (RT)
Tangent = 20.10
Length = 40.07
Radius = 200.00
External = 1.01
Long Chord = 40.00
Mid. Ord. = 1.00
P.C. Station = 16,551,713.64 E 1,322,195.60
P.T. Station = 16,551,674.17 E 1,322,189.14
C.C. = 16,551,726.08 E 1,321,995.99
Back = S 3°33' 52.4598" W
Ahead = S 15°02' 34.4870" W
Chord Bear = S 9°18' 13.4734" W

Curve Data

Curve CL-1-15
P.I. Station = 16,551,654.76 E 1,322,183.92
Delta = 61°52.71 N
Degree = 11°28' 42.0272" (LT)
Tangent = 20.10
Length = 40.07
Radius = 200.00
External = 1.01
Long Chord = 40.00
Mid. Ord. = 1.00
P.C. Station = 16,551,674.17 E 1,322,189.14
P.T. Station = 16,551,634.70 E 1,322,182.67
C.C. = 16,551,622.26 E 1,322,382.28
Back = S 15°02' 34.4870" W
Ahead = S 3°33' 52.4598" W
Chord Bear = S 9°18' 13.4734" W

Course from PT CL-1-15 to PC CL-1-16 S 3°33' 52.4598" W Dist 384.87

Curve Data

Curve CL-1-16
P.I. Station = 16,551,234.74 E 1,322,157.75
Delta = 65°73.41 N
Degree = 9°04' 07.3973" (LT)
Tangent = 15.86
Length = 31.66
Radius = 200.00
External = 0.63
Long Chord = 31.62
Mid. Ord. = 0.63
P.C. Station = 16,551,250.57 E 1,322,158.74
P.T. Station = 16,551,218.95 E 1,322,159.28
C.C. = 16,551,238.14 E 1,322,358.35
Back = S 3°33' 52.4598" W
Ahead = S 5°30' 14.9375" E
Chord Bear = S 0°58' 11.2388" E

Curve Data

Curve CL-1-17
P.I. Station = 16,551,203.17 E 1,322,160.80
Delta = 66°05.07 N
Degree = 9°04' 07.3972" (RT)
Tangent = 15.86
Length = 31.66
Radius = 200.00
External = 0.63
Long Chord = 31.62
Mid. Ord. = 0.63
P.C. Station = 16,551,250.57 E 1,322,158.74
P.T. Station = 16,551,218.95 E 1,322,159.28
C.C. = 16,551,199.77 E 1,321,960.20
Back = S 5°30' 14.9375" E
Ahead = S 3°33' 52.4597" W
Chord Bear = S 0°58' 11.2389" E

Course from PT CL-1-17 to PC CL-1-18 S 3°33' 52.4597" W Dist 563.94

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ROBERT L. SAENZ, P.E. 82072 5/08/1
TBPE FIRM #F-312

ALIGNMENT DATA

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

Curve Data

Curve CL-1-18
P.I. Station = 72+19.88 N 16,550,589.47 E 1,322,122.57
Delta = 19°53' 44.4909" (LT)
Degree = 28°38' 52.4031"
Tangent = 35.08
Length = 69.45
Radius = 200.00
External = 3.05
Long Chord = 69.10
Mid. Ord. = 3.01
P.C. Station = 71+84.80 N 16,550,624.48 E 1,322,124.75
P.T. Station = 72+54.92 N 16,550,555.81 E 1,322,132.43
C.C. = N 16,550,612.05 E 1,322,324.36
Back = S 3°33' 52.4597" W
Ahead = S 16°19' 52.0312" E
Chord Bear = S 6°22' 59.7857" E

Curve Data

Curve CL-1-19
P.I. Station = 73+77.39 N 16,550,437.64 E 1,322,167.06
Delta = 128°02' 41.2281" (RT)
Degree = 95°29' 34.6742"
Tangent = 123.14
Length = 134.09
Radius = 60.00
External = 76.98
Long Chord = 107.88
Mid. Ord. = 33.72
P.C. Station = 73+44.25 N 16,550,555.81 E 1,322,132.43
P.T. Station = 73+88.34 N 16,550,483.20 E 1,322,052.65
C.C. = N 16,550,538.94 E 1,322,074.85
Back = S 16°19' 52.0312" E
Ahead = N 68°17' 10.8031" W
Chord Bear = S 47°41' 28.5829" W

Curve Data

Curve CL-1-20
P.I. Station = 74+19.09 N 16,550,494.57 E 1,322,024.09
Delta = 17°28' 46.5146" (LT)
Degree = 28°38' 52.4042"
Tangent = 30.75
Length = 61.02
Radius = 200.00
External = 2.35
Long Chord = 60.78
Mid. Ord. = 2.32
P.C. Station = 73+88.34 N 16,550,483.20 E 1,322,052.65
P.T. Station = 74+49.36 N 16,550,496.84 E 1,321,993.43
C.C. = N 16,550,297.39 E 1,321,978.66
Back = N 68°17' 10.8031" W
Ahead = N 85°45' 57.3177" W
Chord Bear = N 77°01' 34.0604" W

Course from PT CL-1-20 to PC CL-1-21 N 85°45' 57.3178" W Dist 350.65

Curve Data

Curve CL-1-21
P.I. Station = 78+07.10 N 16,550,523.26 E 1,321,636.66
Delta = 8°06' 34.6121" (LT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 78+00.01 N 16,550,522.73 E 1,321,643.73
P.T. Station = 78+14.16 N 16,550,522.78 E 1,321,629.59
C.C. = N 16,550,423.01 E 1,321,636.35
Back = N 85°45' 57.3178" W
Ahead = S 86°07' 28.0703" W
Chord Bear = N 89°49' 14.6237" W

Curve Data

Curve CL-1-22
P.I. Station = 78+21.25 N 16,550,522.30 E 1,321,622.52
Delta = 8°06' 34.6121" (RT)
Degree = 57°17' 44.8092"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 78+14.16 N 16,550,522.78 E 1,321,629.59
P.T. Station = 78+28.32 N 16,550,522.82 E 1,321,615.45
C.C. = N 16,550,622.55 E 1,321,622.83
Back = S 86°07' 28.0703" W
Ahead = N 85°45' 57.3178" W
Chord Bear = N 89°49' 14.6237" W

Course from PT CL-1-22 to PC CL-1-23 N 85°45' 57.3180" W Dist 43.57

Curve Data

Curve CL-1-23
P.I. Station = 78+78.98 N 16,550,526.56 E 1,321,564.92
Delta = 8°06' 34.6120" (RT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 78+71.89 N 16,550,526.04 E 1,321,571.99
P.T. Station = 78+86.04 N 16,550,528.08 E 1,321,558.00
C.C. = N 16,550,625.76 E 1,321,579.38
Back = N 85°45' 57.3178" W
Ahead = N 77°39' 22.7056" W
Chord Bear = N 81°42' 40.0116" W

Curve Data

Curve CL-1-24
P.I. Station = 78+93.13 N 16,550,529.59 E 1,321,551.07
Delta = 8°06' 34.6121" (LT)
Degree = 57°17' 44.8033"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 78+86.04 N 16,550,528.08 E 1,321,558.00
P.T. Station = 79+00.20 N 16,550,530.12 E 1,321,544.00
C.C. = N 16,550,430.39 E 1,321,536.62
Back = N 77°39' 22.7056" W
Ahead = N 85°45' 57.3177" W
Chord Bear = N 81°42' 40.0116" W

Course from PT CL-1-24 to PC CL-1-25 N 85°45' 57.3171" W Dist 360.00

Curve Data

Curve CL-1-25
P.I. Station = 82+67.29 N 16,550,557.22 E 1,321,177.92
Delta = 8°06' 34.6120" (LT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 82+60.20 N 16,550,556.69 E 1,321,184.99
P.T. Station = 82+74.35 N 16,550,556.74 E 1,321,170.84
C.C. = N 16,550,456.97 E 1,321,177.60
Back = N 85°45' 57.3177" W
Ahead = S 86°07' 28.0703" W
Chord Bear = N 89°49' 14.6237" W

Curve Data

Curve CL-1-26
P.I. Station = 82+81.44 N 16,550,556.26 E 1,321,163.77
Delta = 8°06' 34.6121" (RT)
Degree = 57°17' 44.8065"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 82+74.35 N 16,550,556.74 E 1,321,170.84
P.T. Station = 82+88.51 N 16,550,556.78 E 1,321,156.70
C.C. = N 16,550,656.51 E 1,321,164.09
Back = S 86°07' 28.0703" W
Ahead = N 85°45' 57.3178" W
Chord Bear = N 89°49' 14.6237" W

Course from PT CL-1-26 to PC CL-1-27 N 85°45' 57.3179" W Dist 43.57

Curve Data

Curve CL-1-27
P.I. Station = 83+39.17 N 16,550,560.52 E 1,321,106.18
Delta = 8°06' 34.6120" (RT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 83+32.08 N 16,550,560.00 E 1,321,113.25
P.T. Station = 83+46.23 N 16,550,562.04 E 1,321,099.25
C.C. = N 16,550,659.73 E 1,321,120.63
Back = N 85°45' 57.3178" W
Ahead = N 77°39' 22.7057" W
Chord Bear = N 81°42' 40.0117" W

Curve Data

Curve CL-1-28
P.I. Station = 83+53.32 N 16,550,563.55 E 1,321,092.33
Delta = 8°06' 34.6120" (LT)
Degree = 57°17' 44.8087"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 83+46.23 N 16,550,562.04 E 1,321,099.25
P.T. Station = 83+60.39 N 16,550,564.08 E 1,321,085.26
C.C. = N 16,550,464.35 E 1,321,077.88
Back = N 77°39' 22.7057" W
Ahead = N 85°45' 57.3178" W
Chord Bear = N 81°42' 40.0116" W

Course from PT CL-1-28 to PC CL-1-29 N 85°45' 57.3177" W Dist 360.00

Curve Data

Curve CL-1-29
P.I. Station = 87+27.47 N 16,550,591.18 E 1,320,719.17
Delta = 8°06' 34.6121" (LT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 87+20.39 N 16,550,590.66 E 1,320,726.24
P.T. Station = 87+34.54 N 16,550,590.70 E 1,320,712.10
C.C. = N 16,550,490.93 E 1,320,718.86
Back = N 85°45' 57.3178" W
Ahead = S 86°07' 28.0703" W
Chord Bear = N 89°49' 14.6237" W

Curve Data

Curve CL-1-30
P.I. Station = 87+41.63 N 16,550,590.22 E 1,320,705.03
Delta = 8°06' 34.6120" (RT)
Degree = 57°17' 44.8063"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 87+34.54 N 16,550,590.70 E 1,320,712.10
P.T. Station = 87+48.69 N 16,550,590.75 E 1,320,697.96
C.C. = N 16,550,690.47 E 1,320,705.34
Back = S 86°07' 28.0703" W
Ahead = N 85°45' 57.3177" W
Chord Bear = N 89°49' 14.6237" W

Course from PT CL-1-30 to PC CL-1-31 N 85°45' 57.3179" W Dist 43.57

Curve Data

Curve CL-1-31
P.I. Station = 87+99.36 N 16,550,594.49 E 1,320,647.43
Delta = 8°06' 34.6120" (RT)
Degree = 57°17' 44.8062"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 87+92.27 N 16,550,593.96 E 1,320,654.50
P.T. Station = 88+06.42 N 16,550,596.00 E 1,320,640.51
C.C. = N 16,550,693.69 E 1,320,661.89
Back = N 85°45' 57.3177" W
Ahead = N 77°39' 22.7056" W
Chord Bear = N 81°42' 40.0116" W

Curve Data

Curve CL-1-32
P.I. Station = 88+13.51 N 16,550,597.52 E 1,320,633.58
Delta = 8°06' 34.6120" (LT)
Degree = 57°17' 44.8094"
Tangent = 7.09
Length = 14.15
Radius = 100.00
External = 0.25
Long Chord = 14.14
Mid. Ord. = 0.25
P.C. Station = 88+06.42 N 16,550,596.00 E 1,320,640.51
P.T. Station = 88+20.57 N 16,550,598.04 E 1,320,626.51
C.C. = N 16,550,498.31 E 1,320,619.13
Back = N 77°39' 22.7056" W
Ahead = N 85°45' 57.3177" W
Chord Bear = N 81°42' 40.0116" W

Course from PT CL-1-32 to 114 N 85°45' 57.3178" W Dist 419.42

Point 114 N 16550629.01 E 1320208.23 Sta 92+40.00

Ending chain CL-1 description

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ROBERT L. SAENZ, P.E. 82072 5/08/1
TBPE FIRM #F-312

ALIGNMENT DATA

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



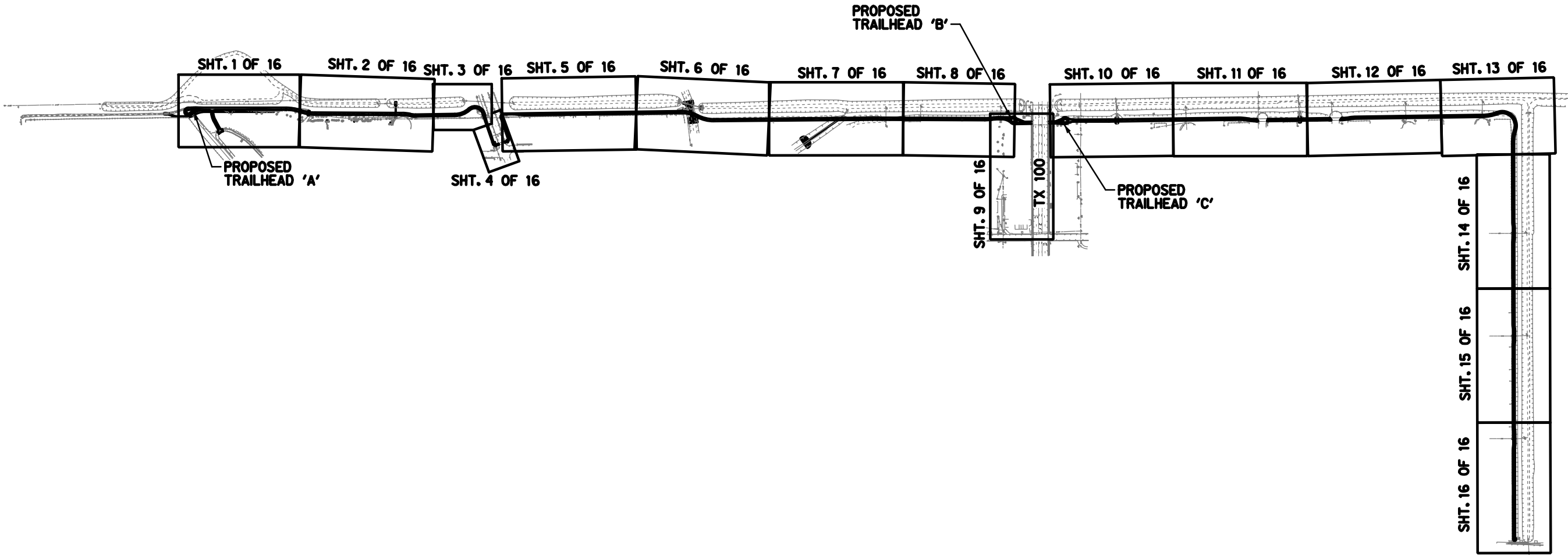
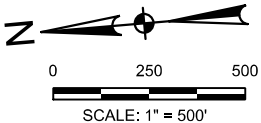
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

TBPE FIRM #F-312

2 OF 2

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		7

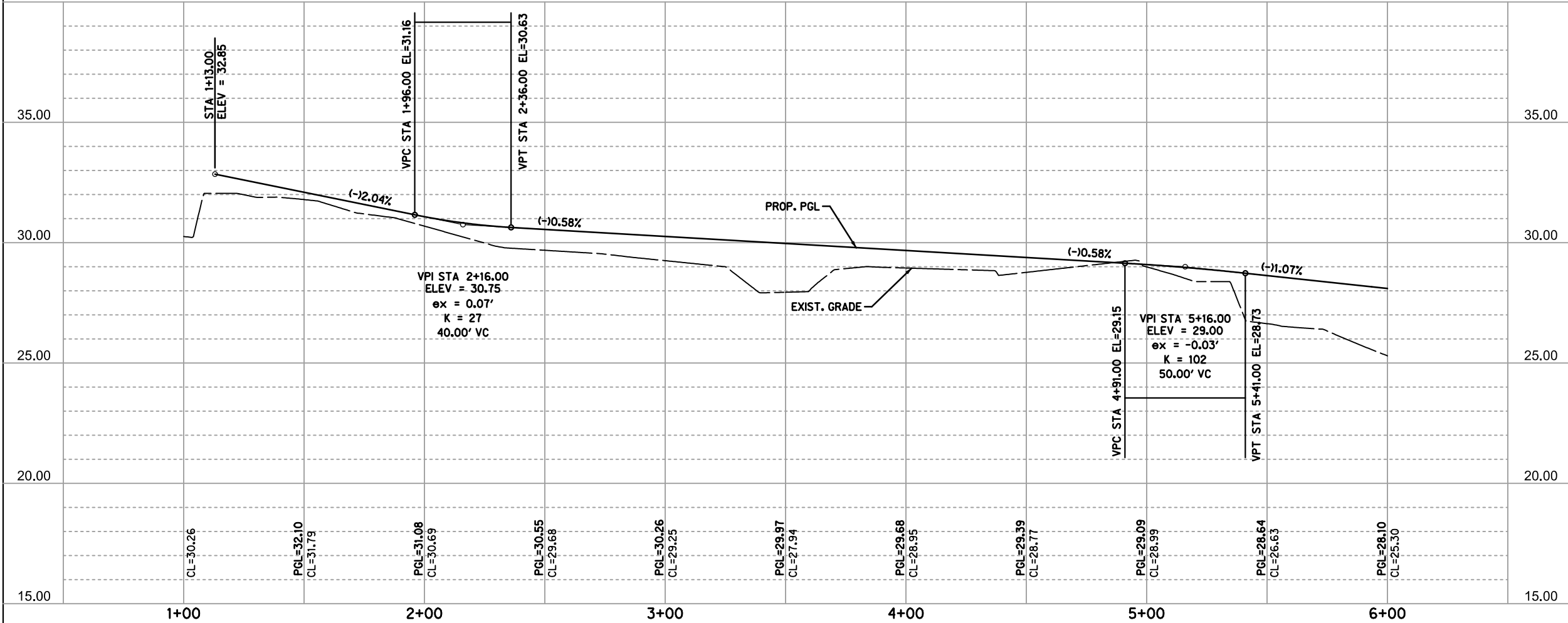
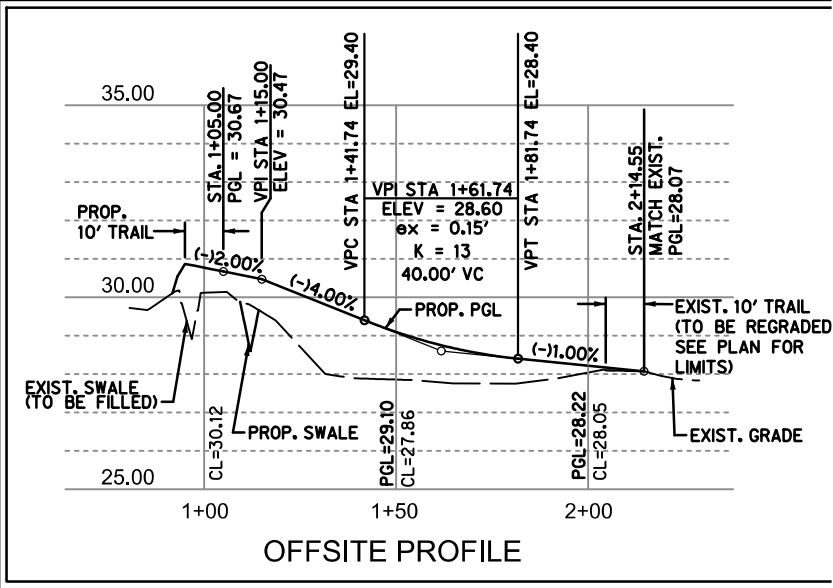
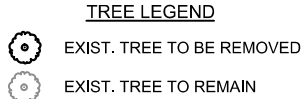
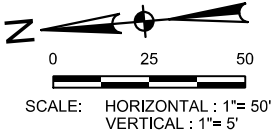
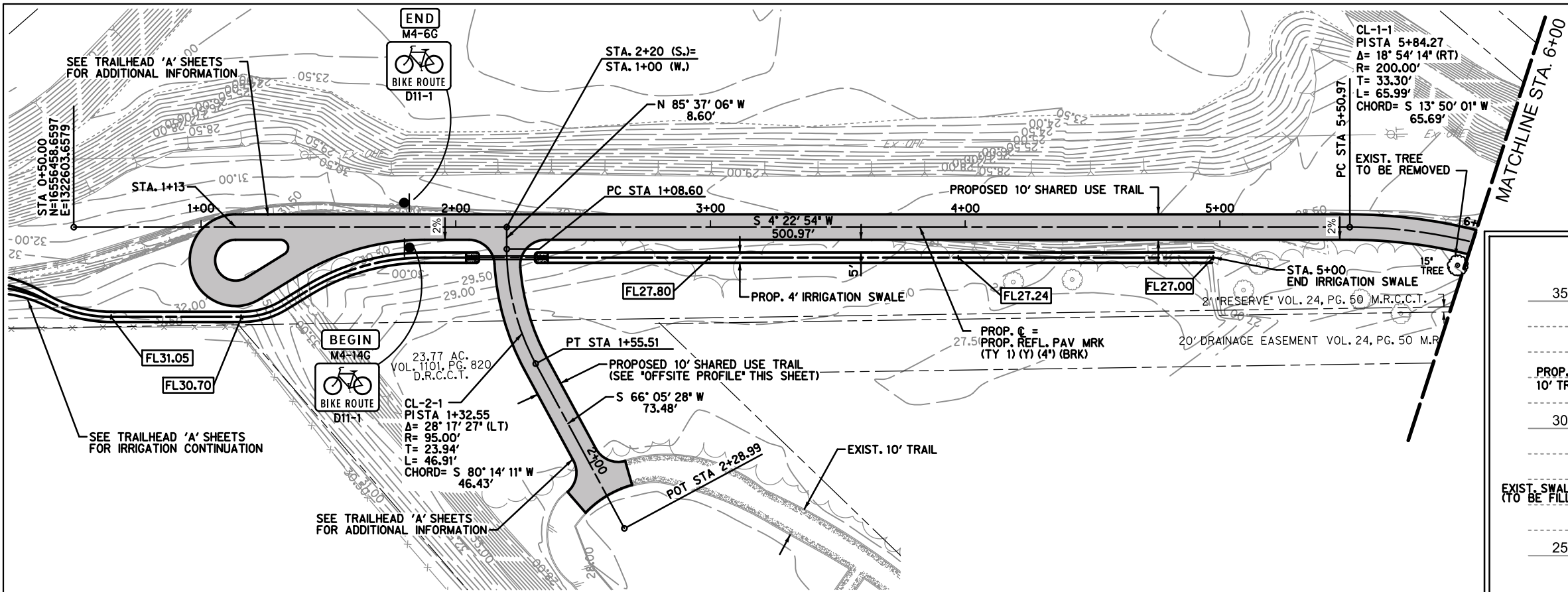
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TBPE FIRM #F-312

KEY MAP					
PEDESTRIAN AND BICYCLE TRAIL					
LOS FRESNOS, TEXAS					
<div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>HALFF</div><div>5000 WEST MILITARY, SUITE 100 McALLEN, TX 78503 TEL (956) 664-0286 FAX (956) 664-0282</div></div></div>					
TBPE FIRM #F-312 1 OF 1					
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

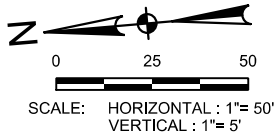


CHANGE OF SUPERELEVATION	
CROSS SLOPE	STATION
	1+16

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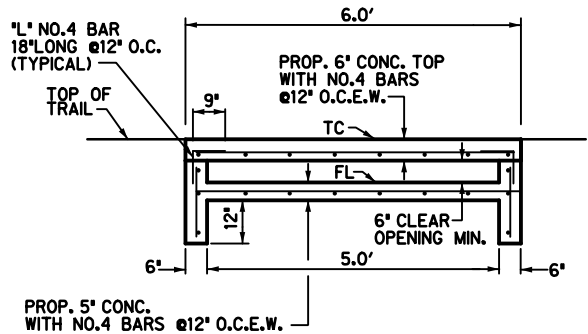
ROBERT L. SAENZ, P.E. 82072 5/08/1
TBPE FIRM #F-312

PLAN & PROFILE					
BEGIN OF PROJECT TO STA. 6+00					
PEDESTRIAN AND BICYCLE TRAIL					
LOS FRESNOS, TEXAS					
5000 WEST MILITARY, SUITE 100 McALLEN, TX 78503 TEL (956) 664-0286 FAX (956) 664-0282					
TBPE FIRM #F-312					
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

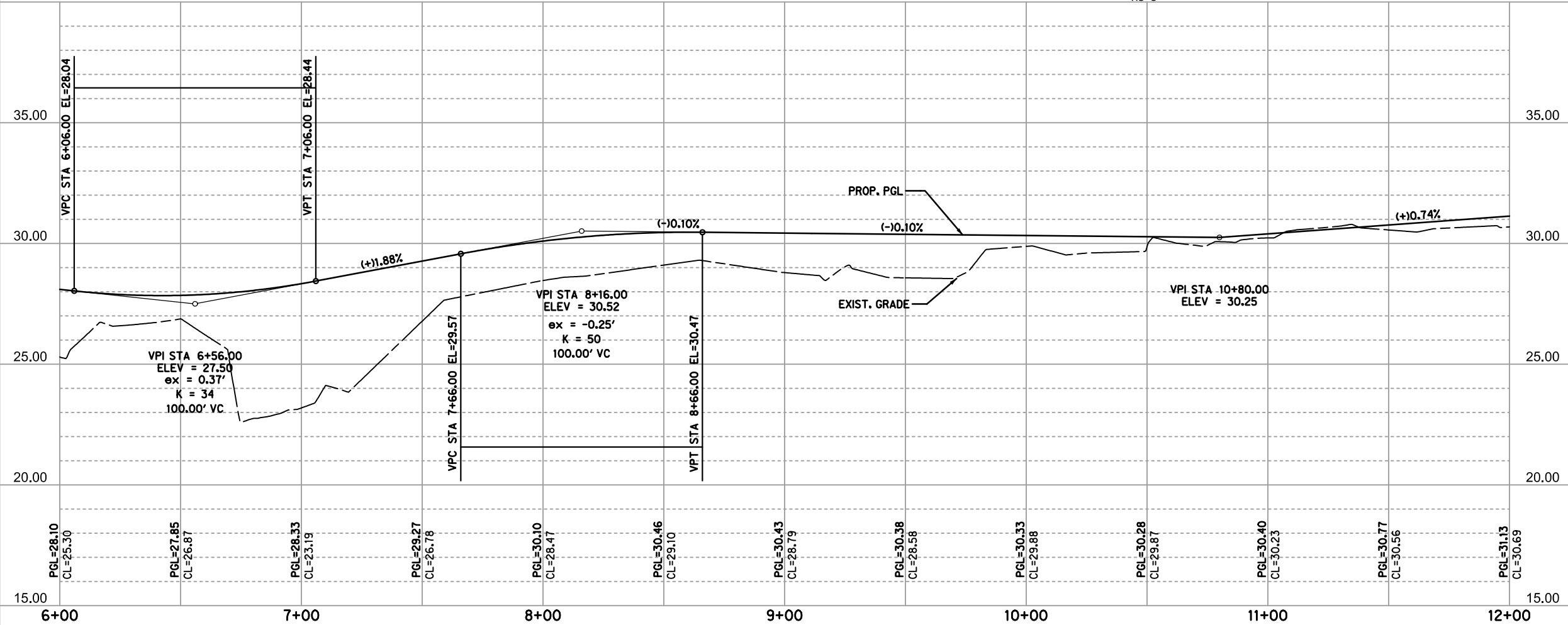
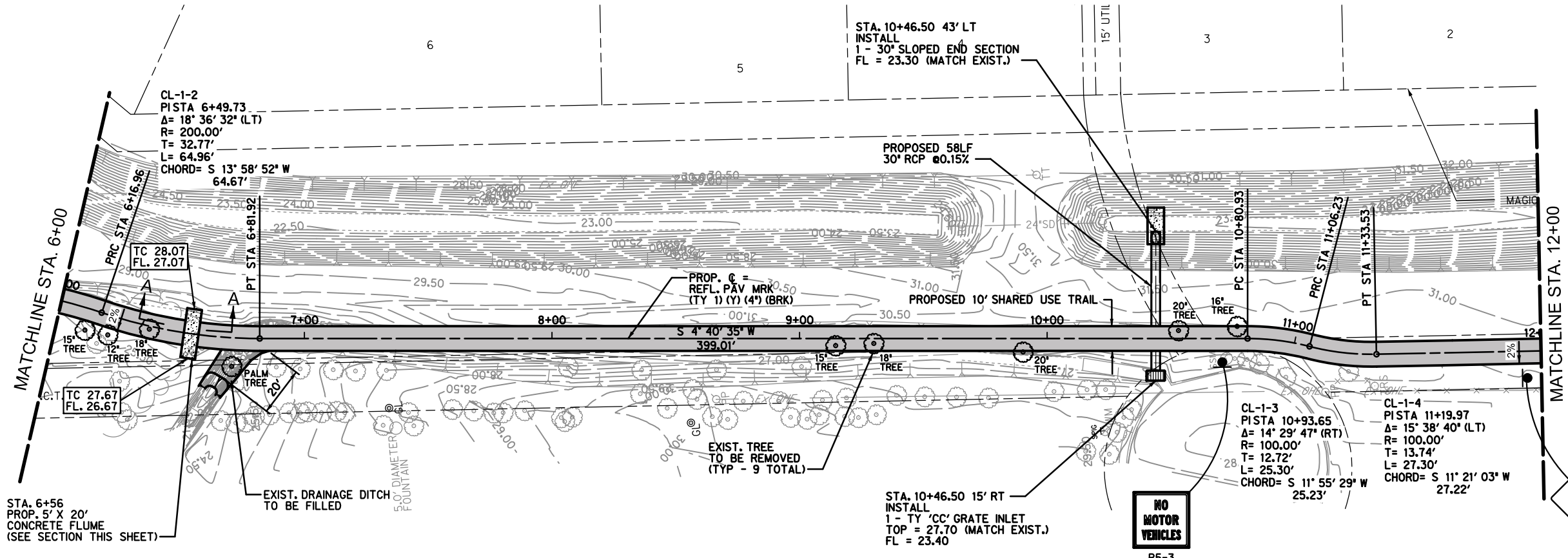


TREE LEGEND

- EXIST. TREE TO BE REMOVED
- EXIST. TREE TO REMAIN



CONCRETE FLUME SECTION A-A
NTS



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TBPE FIRM #F-312

PLAN & PROFILE

STA. 6+00 TO STA. 12+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

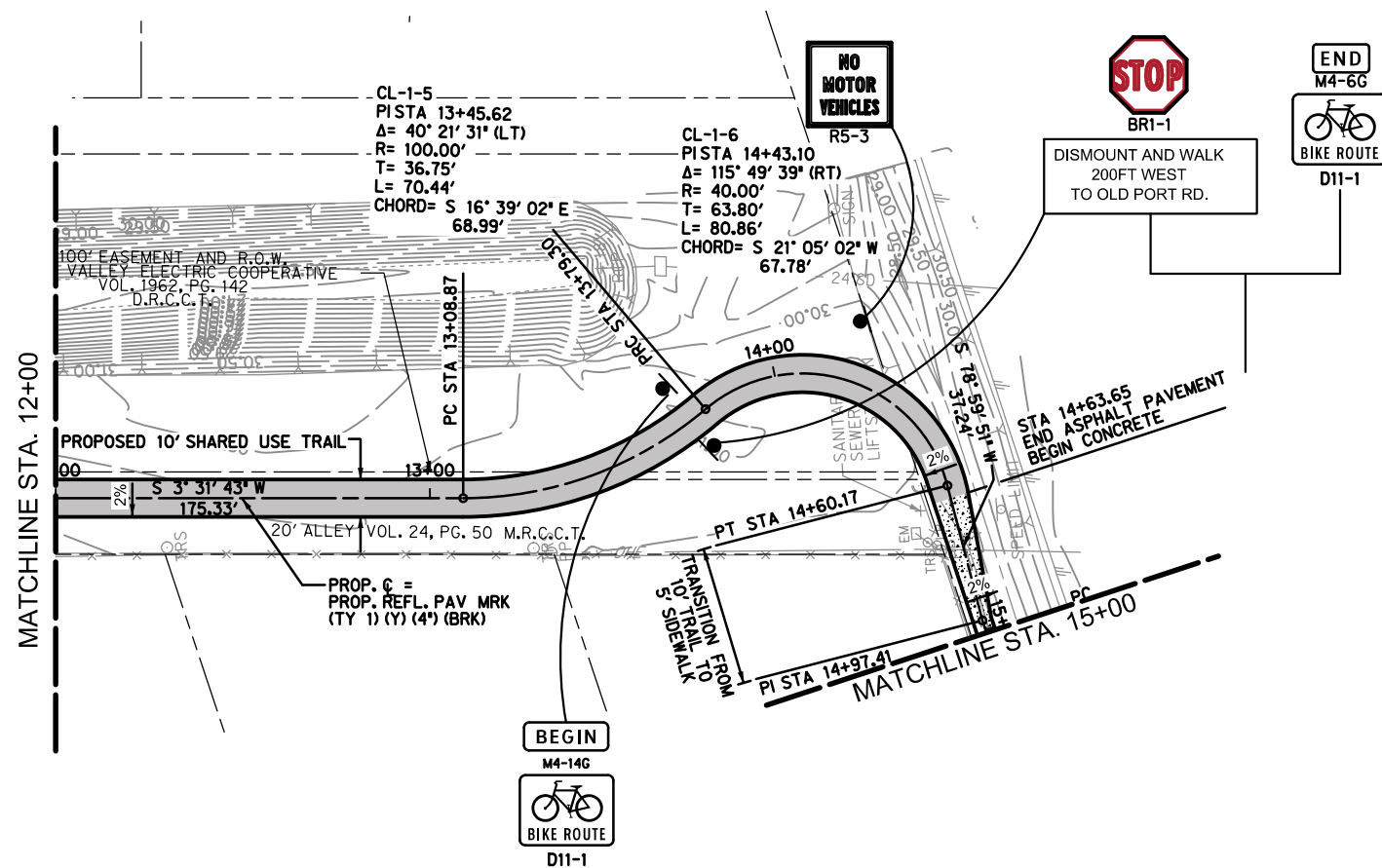
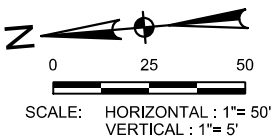




5000 WEST MILITARY, SUITE 100
MCALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

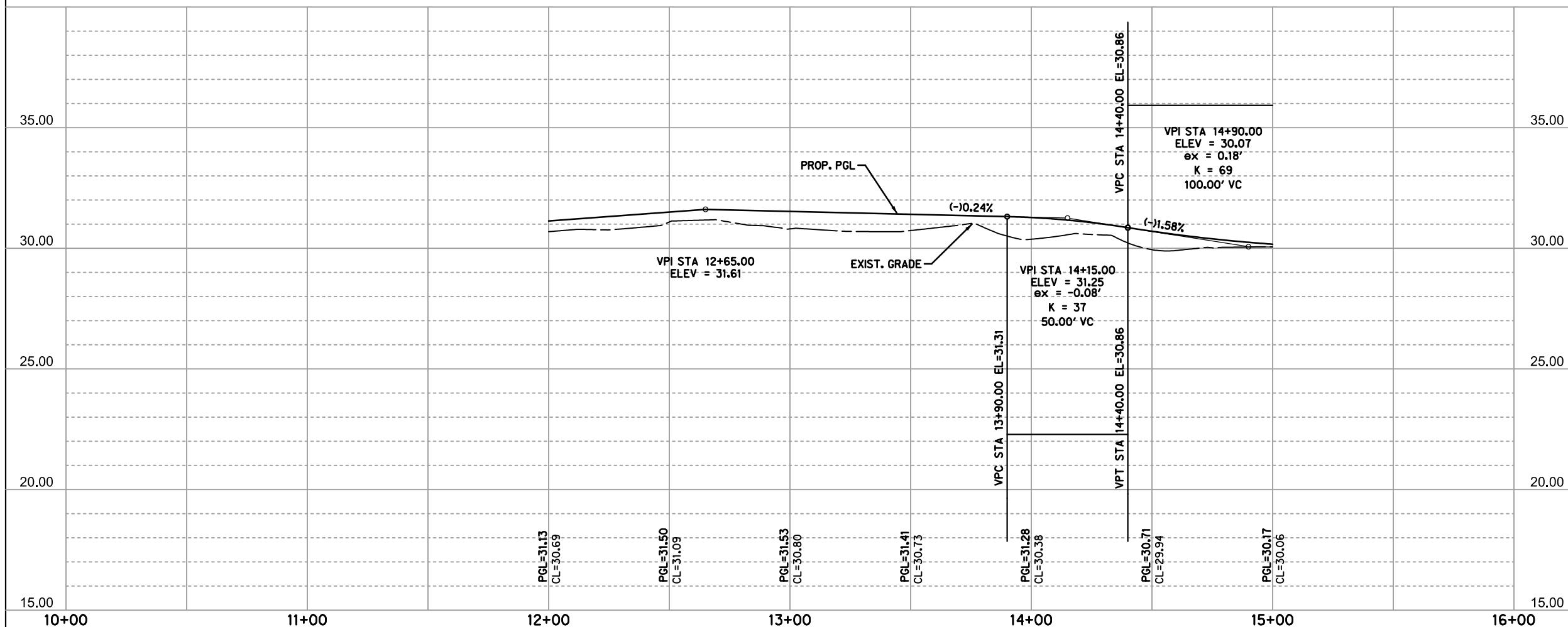
TBPE FIRM #F-312

2 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		



CHANGE OF SUPERELEVATION	
CROSS SLOPE %	STATION
 -2%	14+60
 +2%	15+00



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PLAN & PROFILE

STA. 12+00 TO STA. 15+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

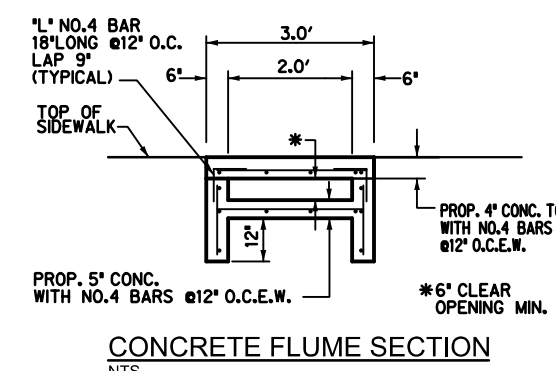
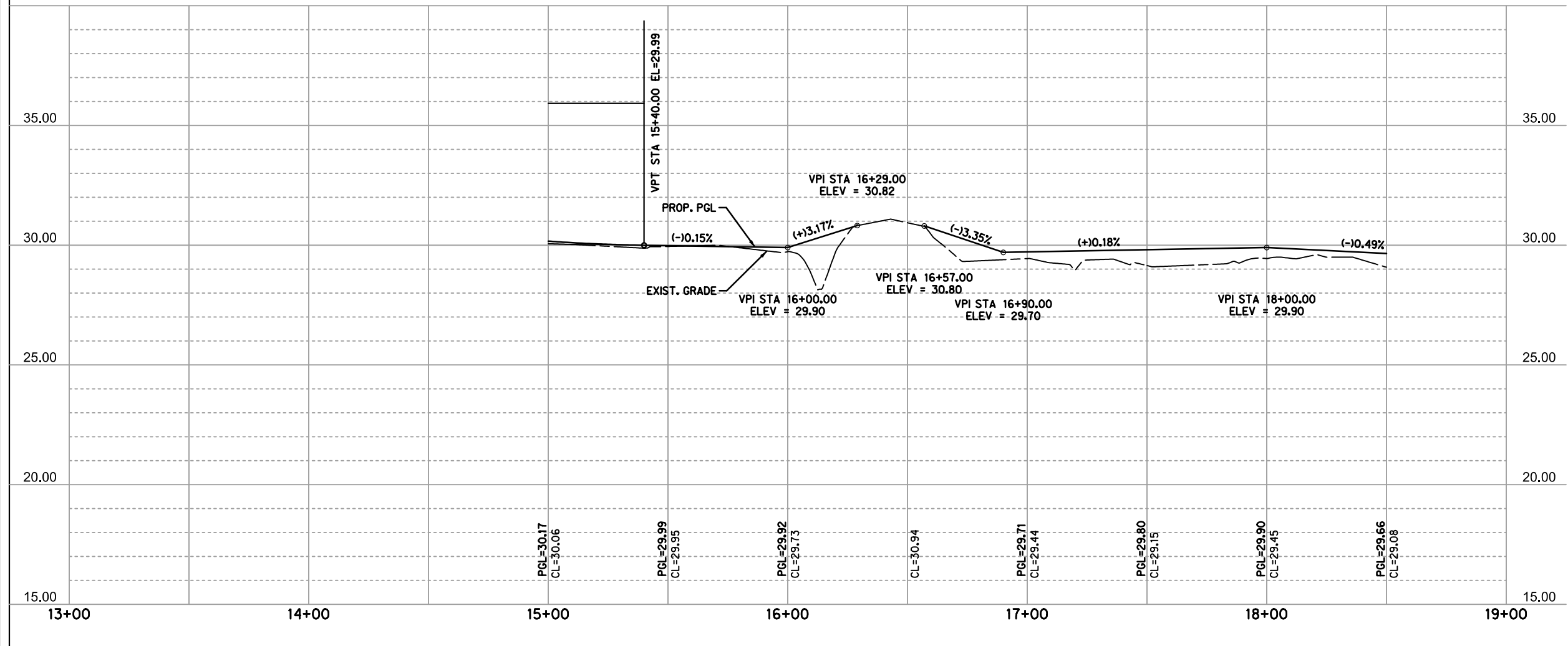
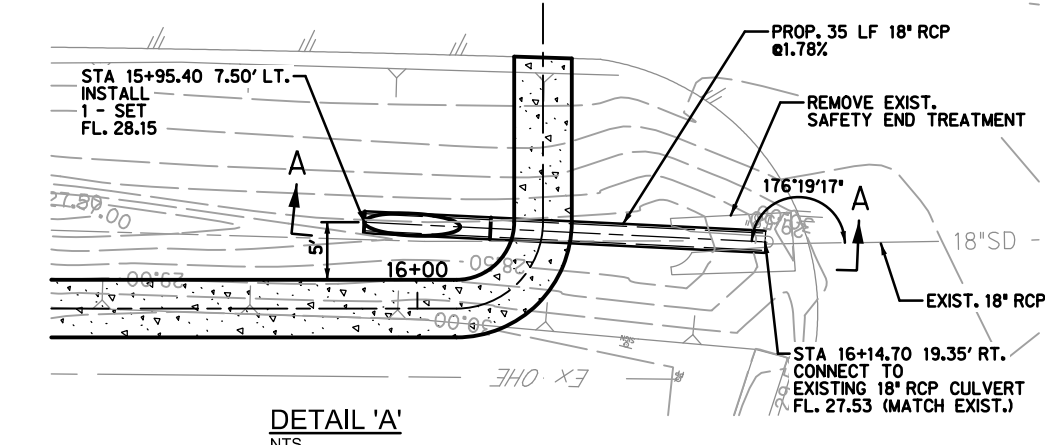
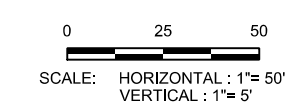
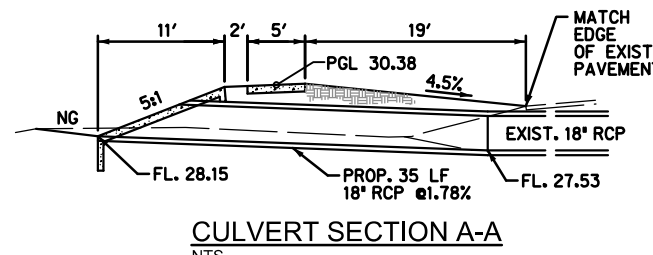
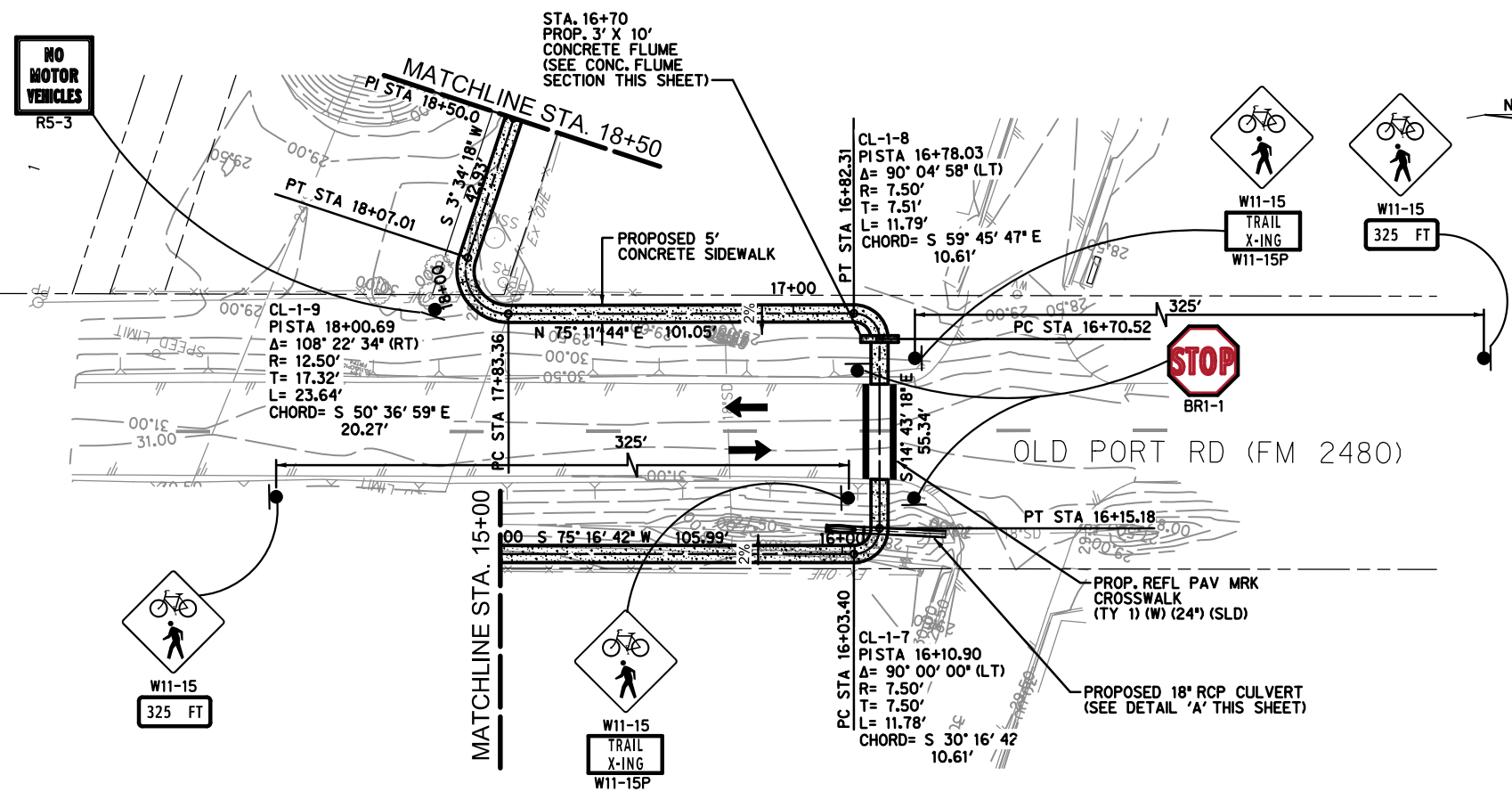


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McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

TBPE FIRM #F-312

3 OF 16

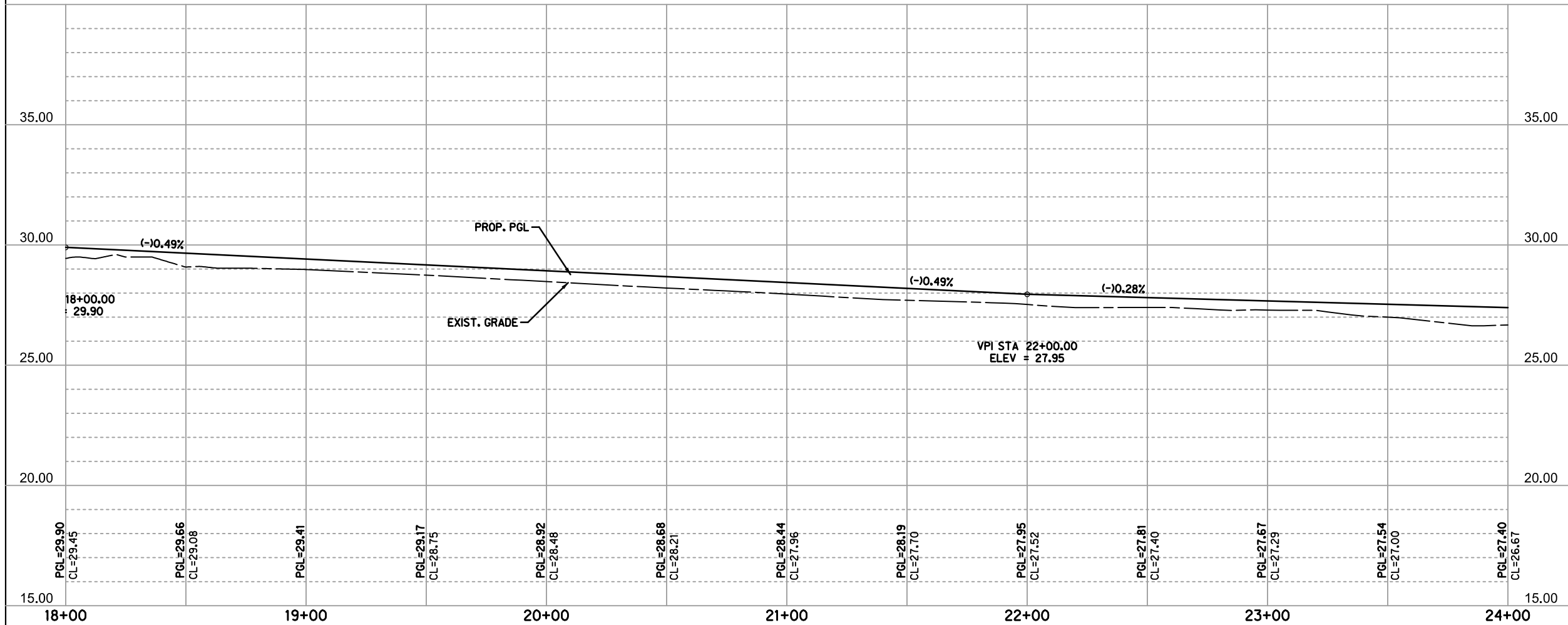
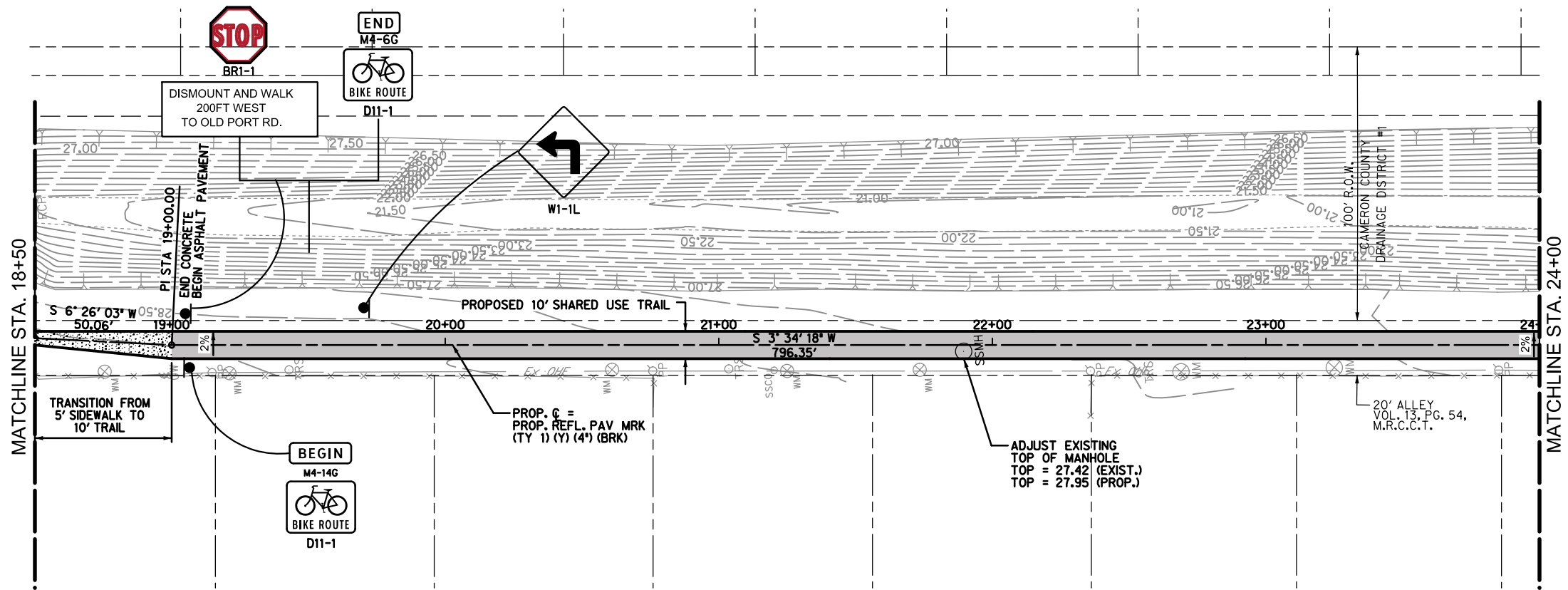
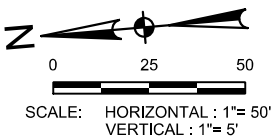
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	84500	44



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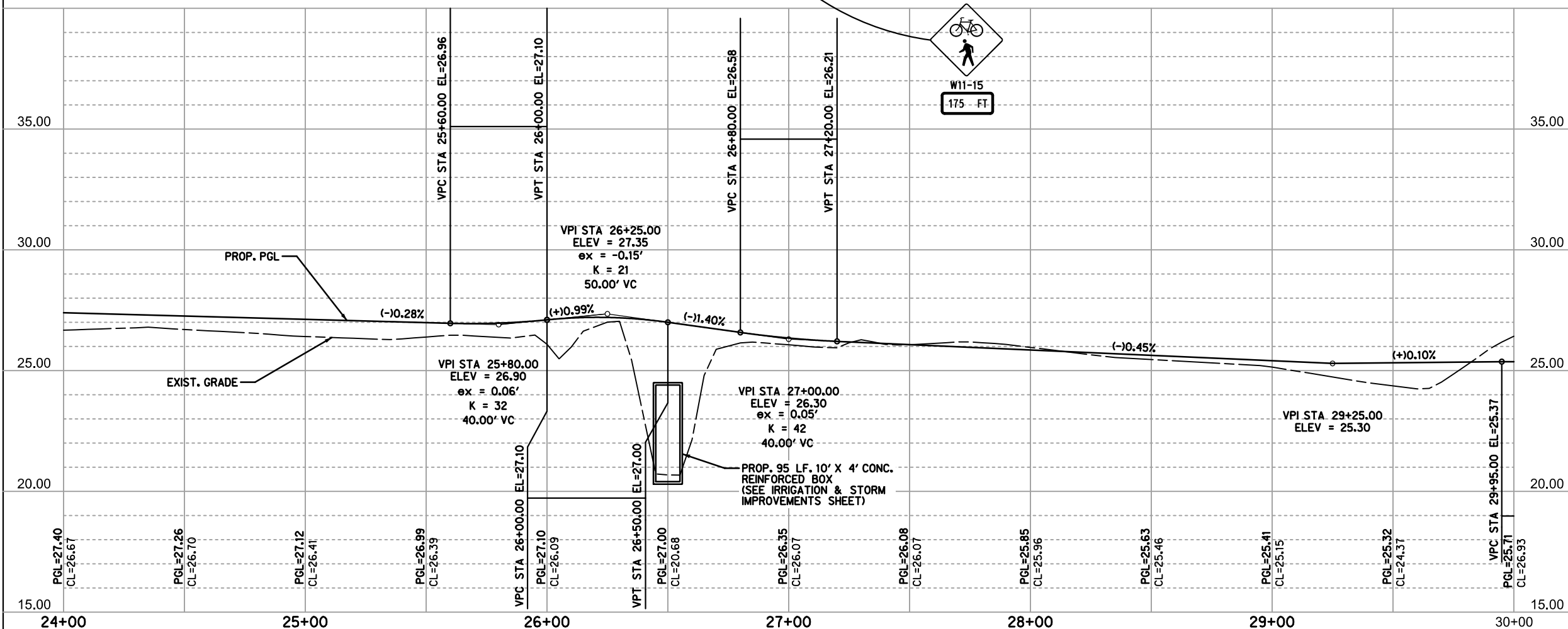
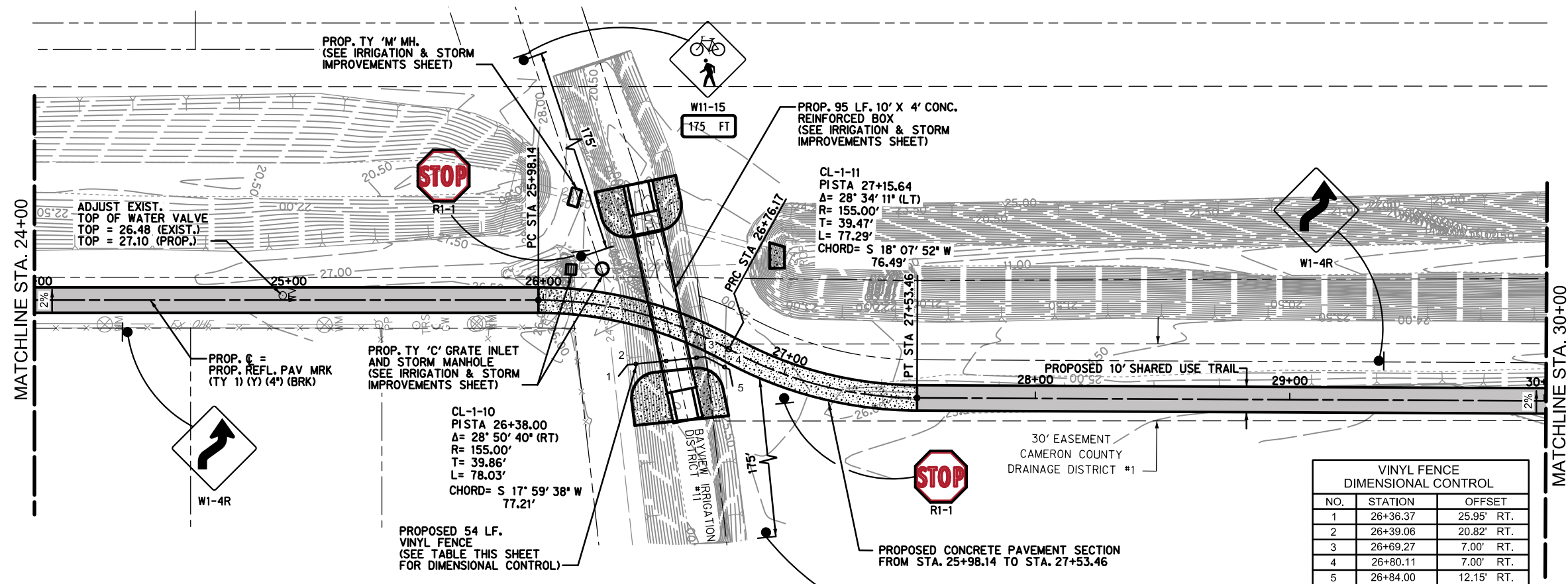
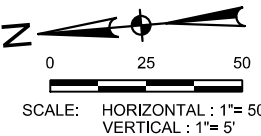
PLAN & PROFILE					
STA. 15+00 TO STA. 18+50					
PEDESTRIAN AND BICYCLE TRAIL					
LOS FRESNOS, TEXAS					
					
5000 WEST MILITARY, SUITE 100 McALLEN, TX 78503 TEL (956) 664-0286 FAX (956) 664-0282					
TBE FIRM #F-312					
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		



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PLAN & PROFILE					
STA. 18+50 TO STA. 24+00					
PEDESTRIAN AND BICYCLE TRAIL					
LOS FRESNOS, TEXAS					
					
5000 WEST MILITARY, SUITE 100 McALLEN, TX 78503 TEL (956) 664-0286 FAX (956) 664-0282					
TBPE FIRM #F-312					
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	1/2"= 1'	12



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PLAN & PROFILE

STA. 24+00 TO STA. 30+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

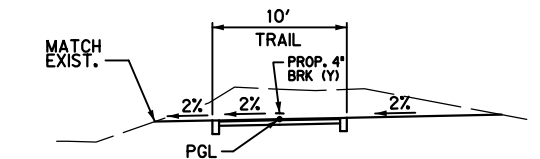
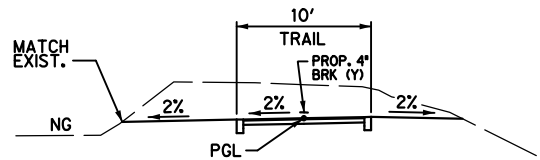
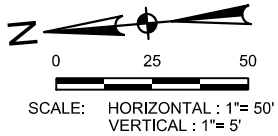


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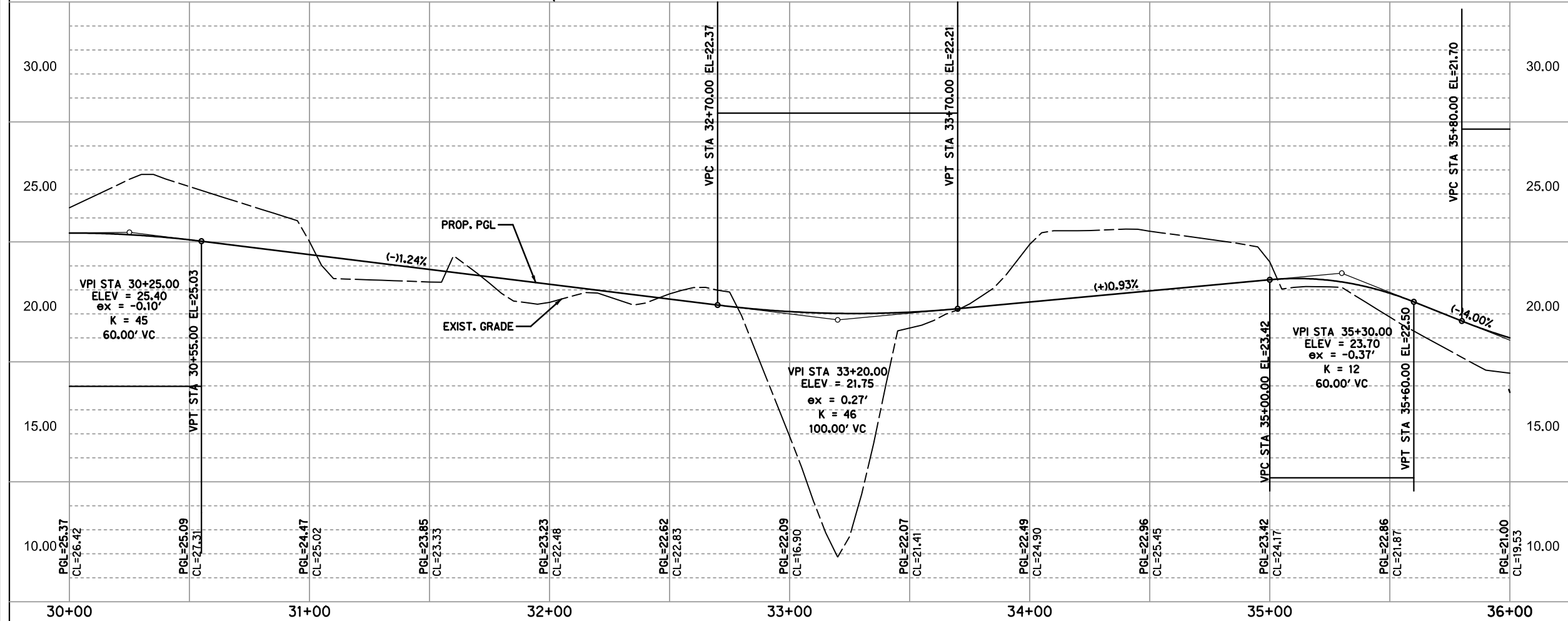
TBPE FIRM #F-312

6 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	1:1	11



CHANGE OF SUPERELEVATION	
CROSS SLOPE	STATION
+2%	35+25
-2%	32+50



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TBPE FIRM #F-312

PLAN & PROFILE

STA. 30+00 TO STA. 36+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

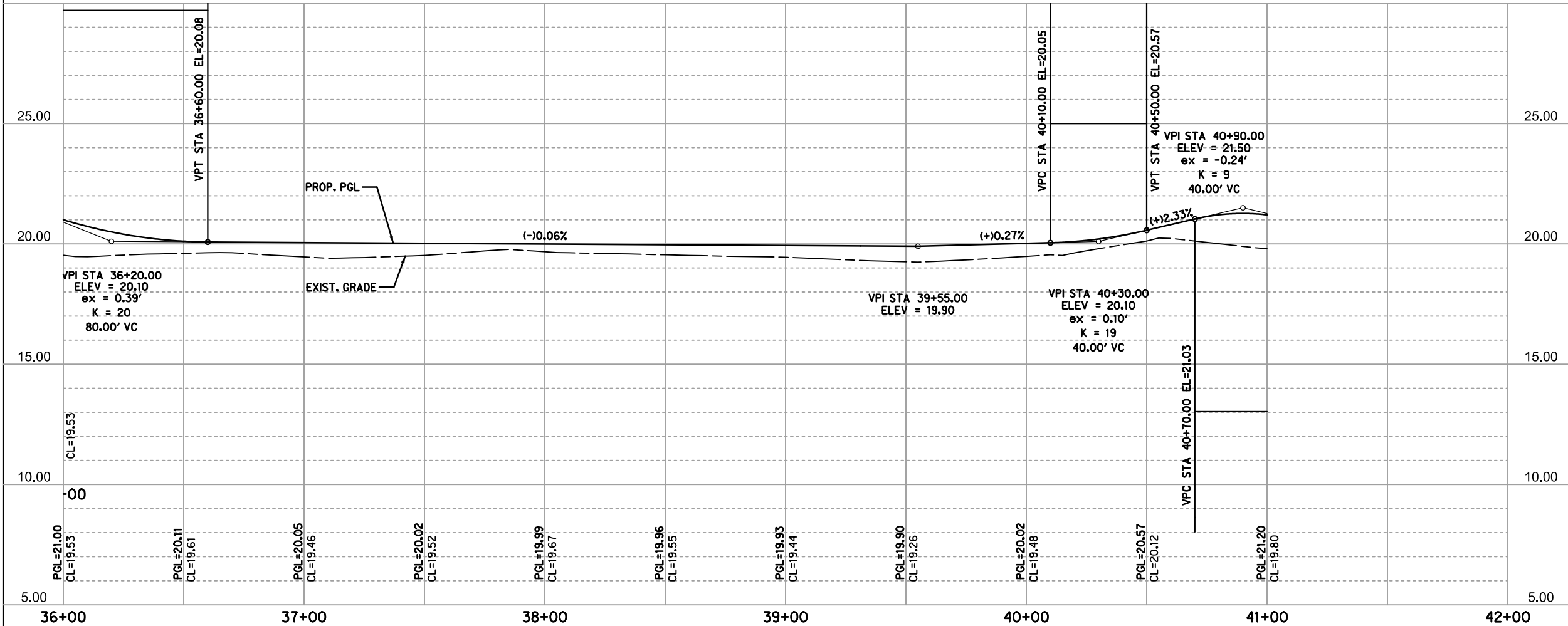
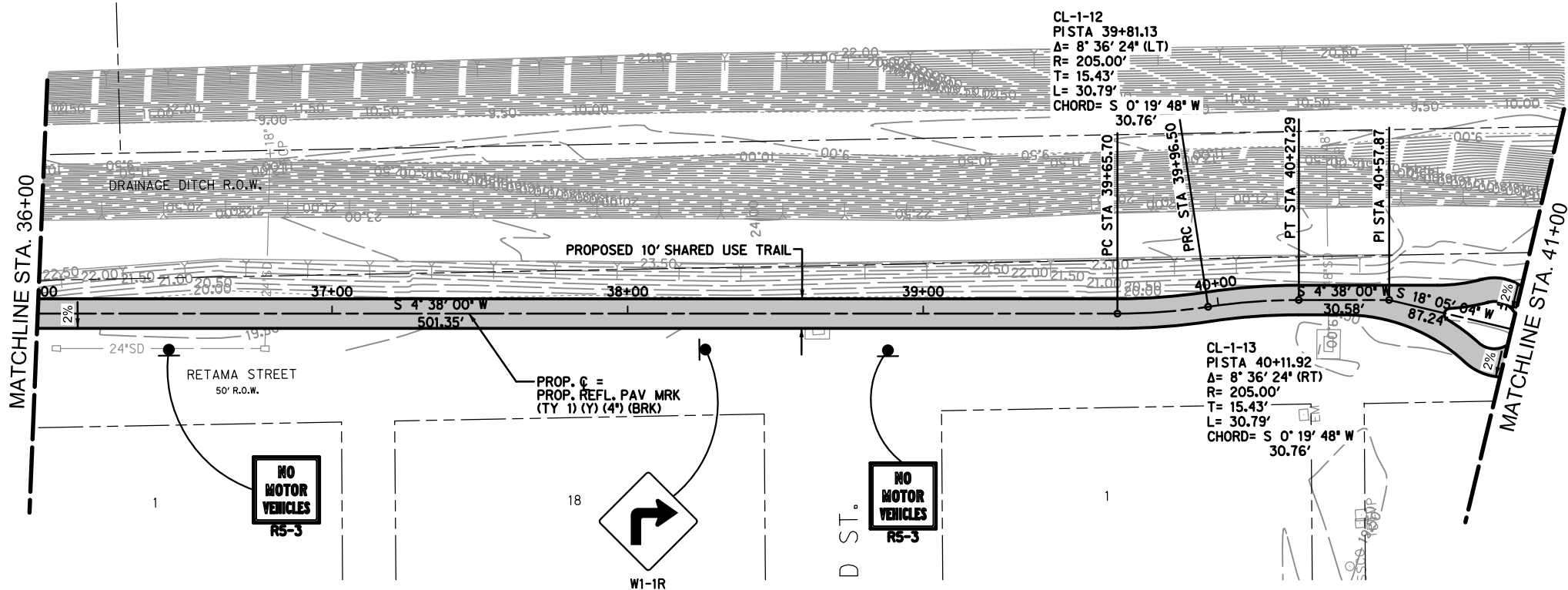
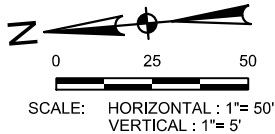


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7 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		



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PLAN & PROFILE

STA. 36+00 TO STA. 41+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

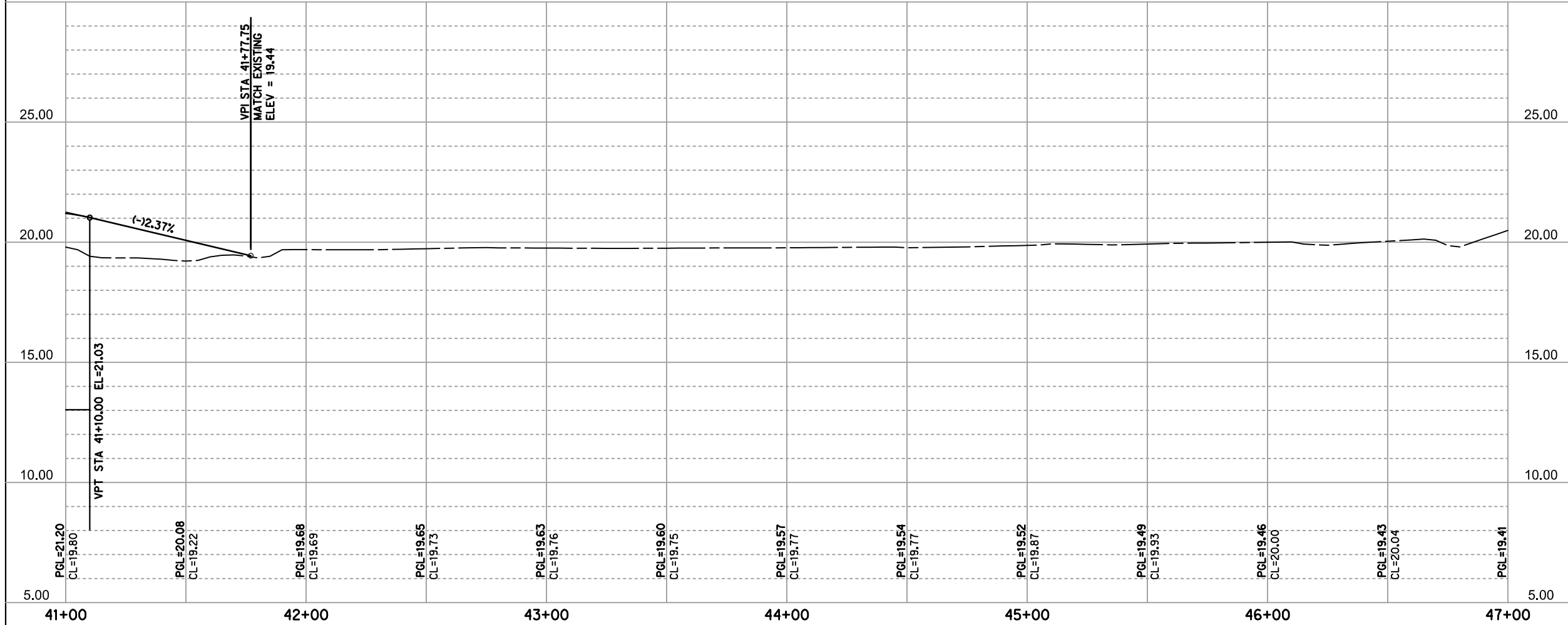
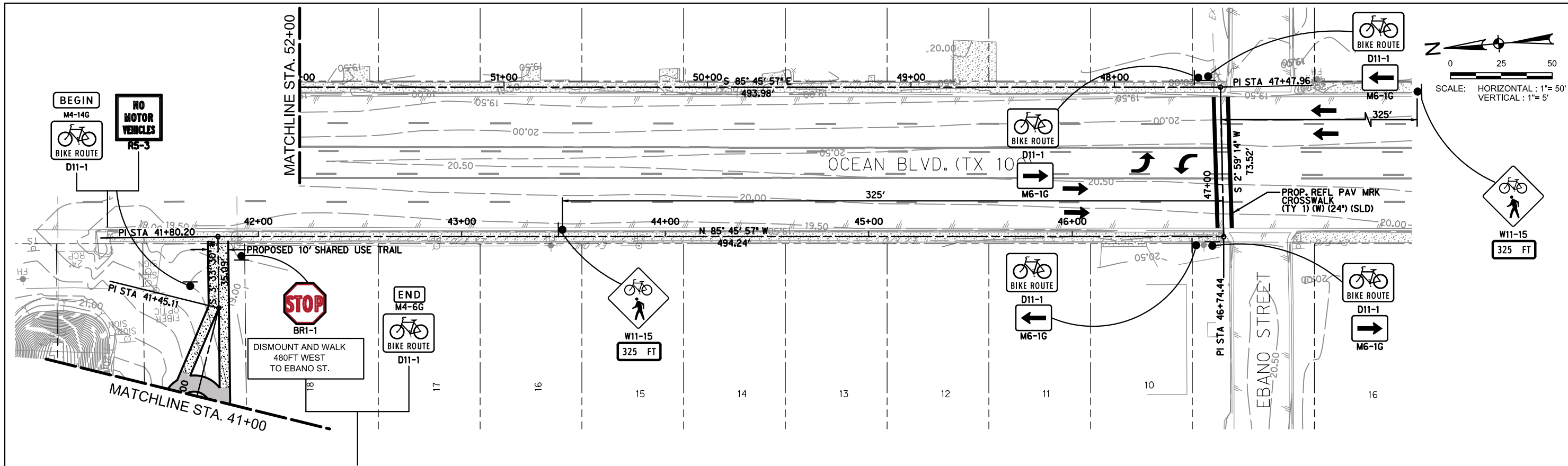


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TBPE FIRM #F-312

8 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	0.500	10



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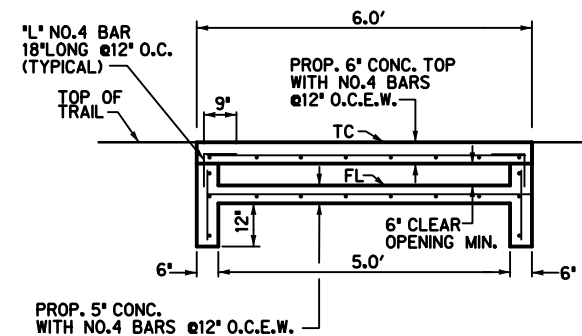
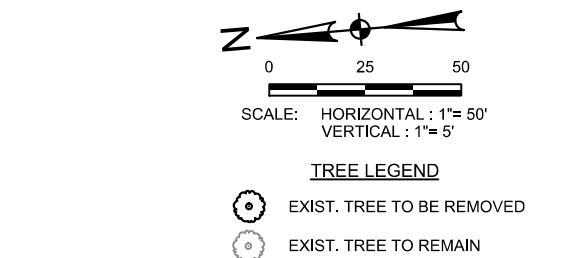
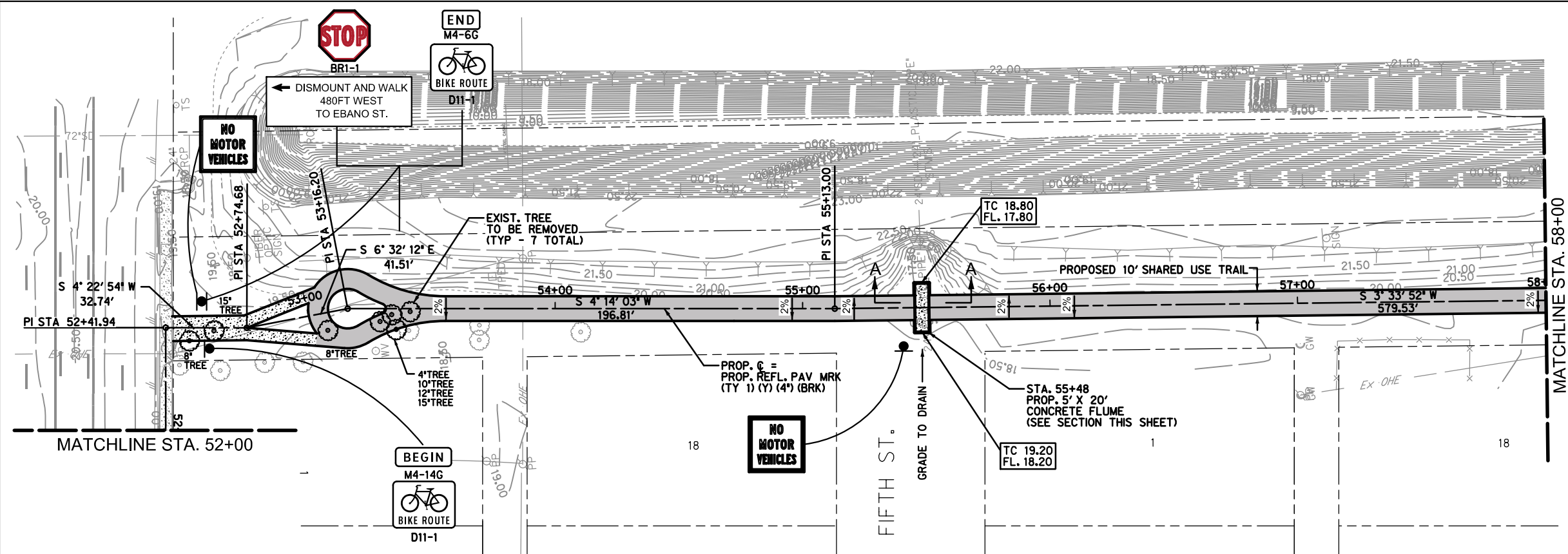
PLAN & PROFILE
STA. 41+00 TO STA. 52+00
PEDESTRIAN AND BICYCLE TRAIL
LOS FRESNOS, TEXAS

HALFF
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
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FAX (956) 664-0282





TBPE FIRM #F-312 9 OF 16

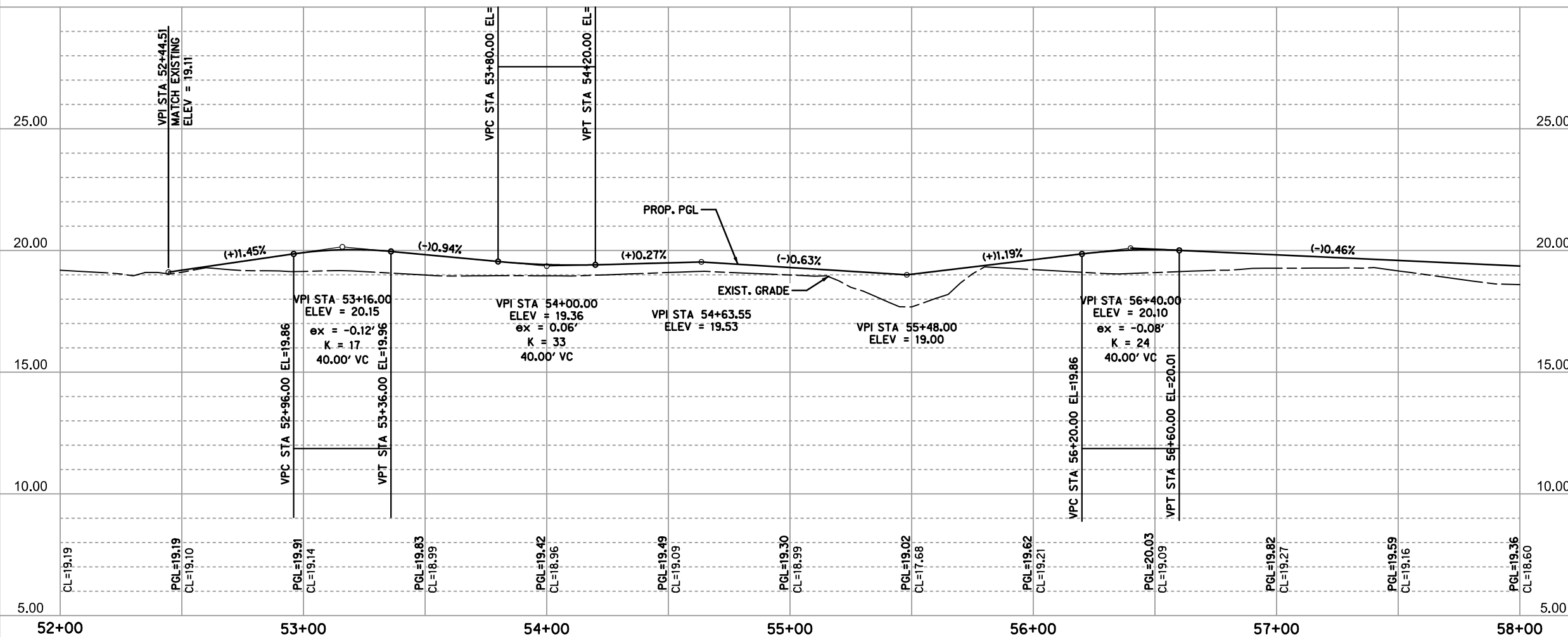
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		17

Packet Pg. 138



CONCRETE FLUME SECTION A-A
NTS

CHANGE OF SUPERELEVATION	
CROSS SLOPE %	STATION
 -2%	55+00
 +2%	55+25
 +2%	55+75
 -2%	56+00



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PLAN & PROFILE

STA. 52+00 TO STA. 58+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



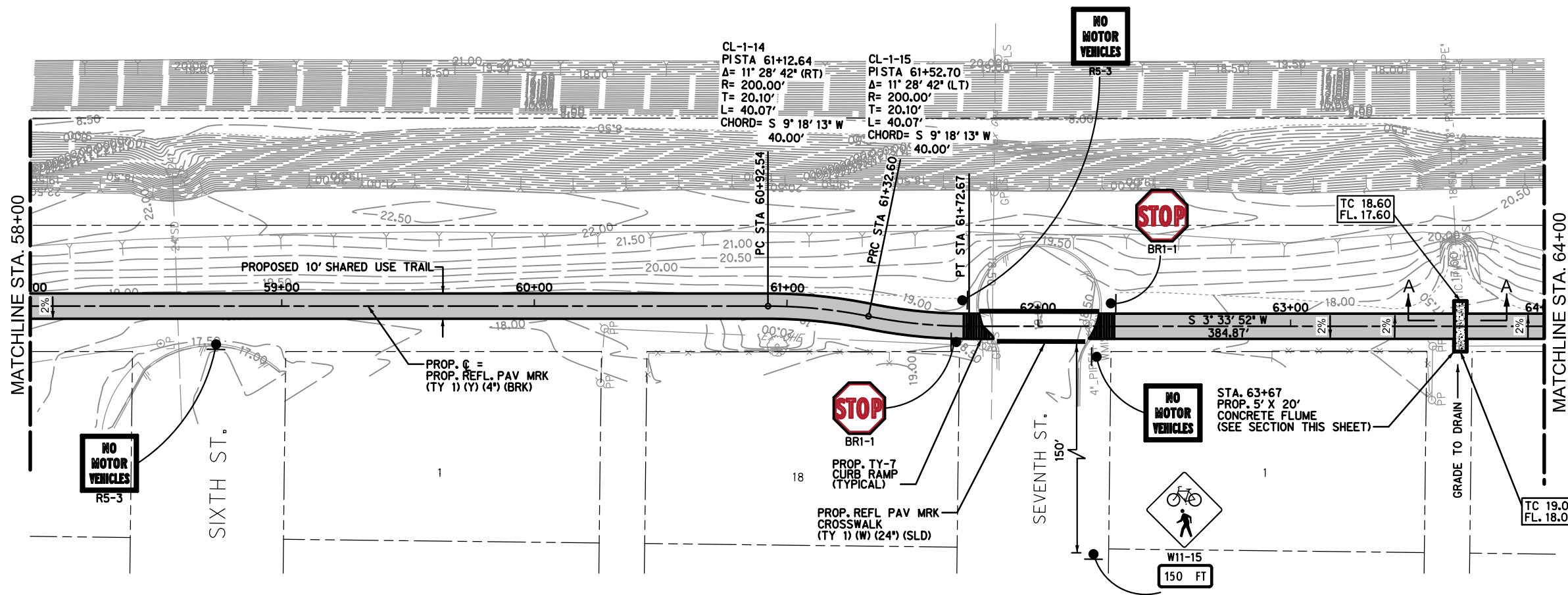
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282





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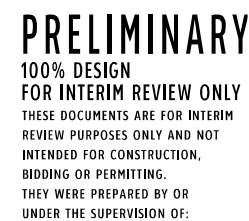
10 OF 16


DESIGN	DRAWN	DATE	SCALE	AVO	NO.
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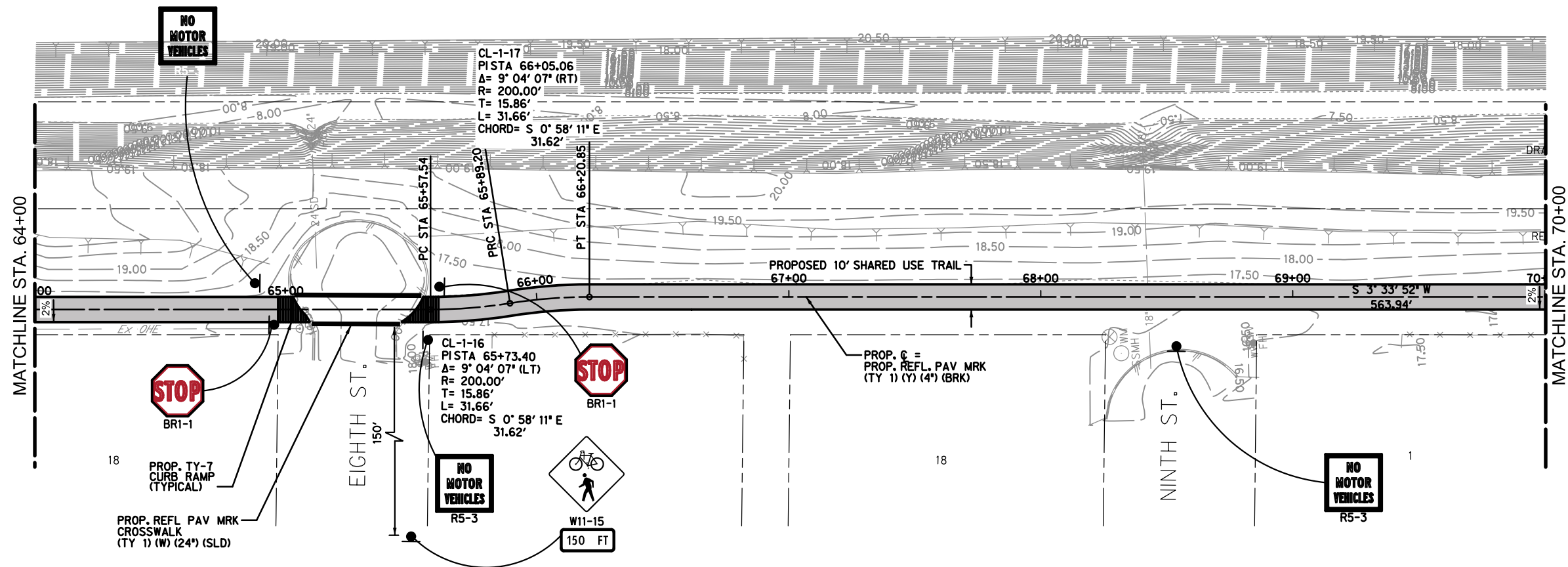
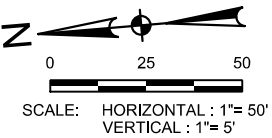
Packet Pg. 139



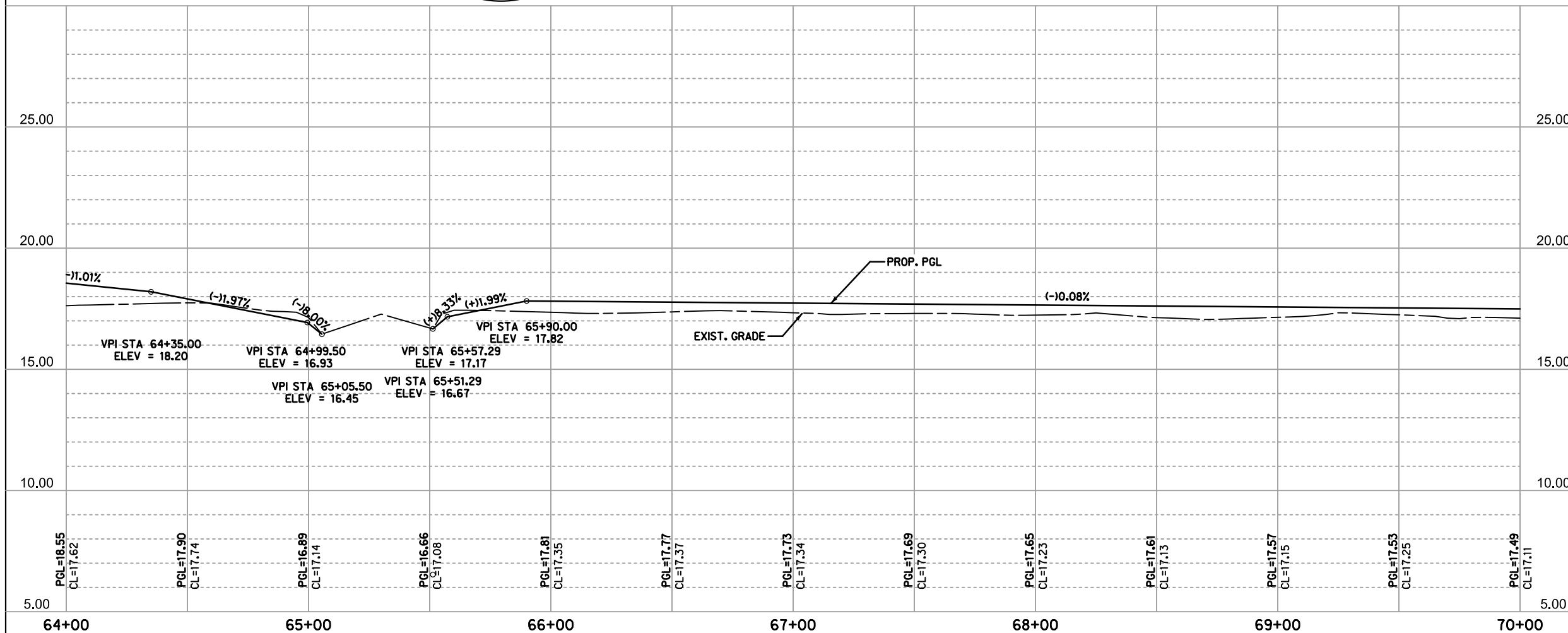
CHANGE OF SUPERELEVATION	
CROSS SLOPE %	STATION
 -2%	63+20
 +2%	63+45
 +2%	63+85
 -2%	64+10



<h2 style="margin: 0;">PLAN & PROFILE</h2> <p style="margin: 0;">STA. 58+00 TO STA. 64+00</p>			
<h3 style="margin: 0;">PEDESTRIAN AND BICYCLE TRAIL</h3>			
<h3 style="margin: 0;">LOS FRESNOS, TEXAS</h3>			
 <div style="margin-top: 10px;"> <p>5000 WEST MILITARY, SUITE 100 McALLEN, TX 78503 TEL (956) 664-0286 FAX (956) 664-0282</p> </div>			
TBPE FIRM #F-312			11 OF 16
DESIGN	DRAWN	DATE	SCALE
J.A.	S.R.	5-03-2019	AS SHOWN



CHANGE OF SUPERELEVATION	
CROSS SLOPE %	STATION
-2%	64+10



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PLAN & PROFILE

PLAN & PROFILE
STA. 64+00 TO STA. 70+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



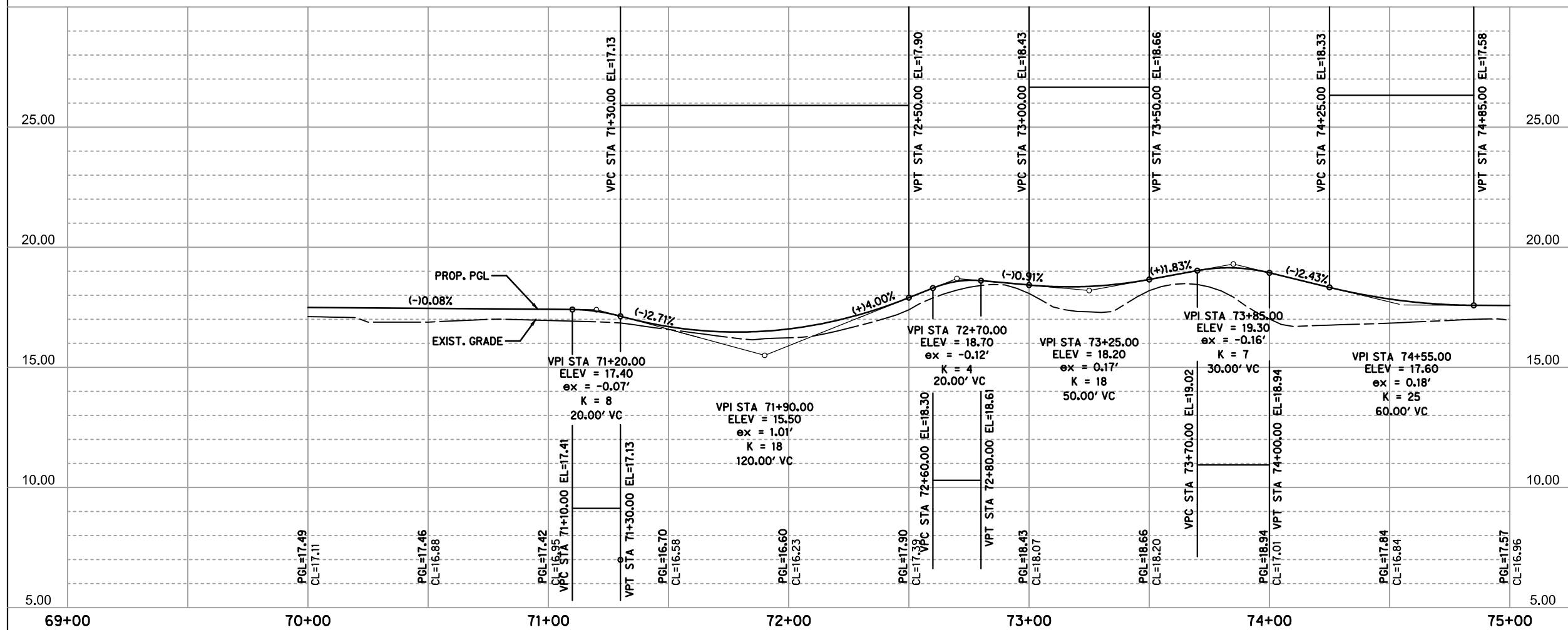
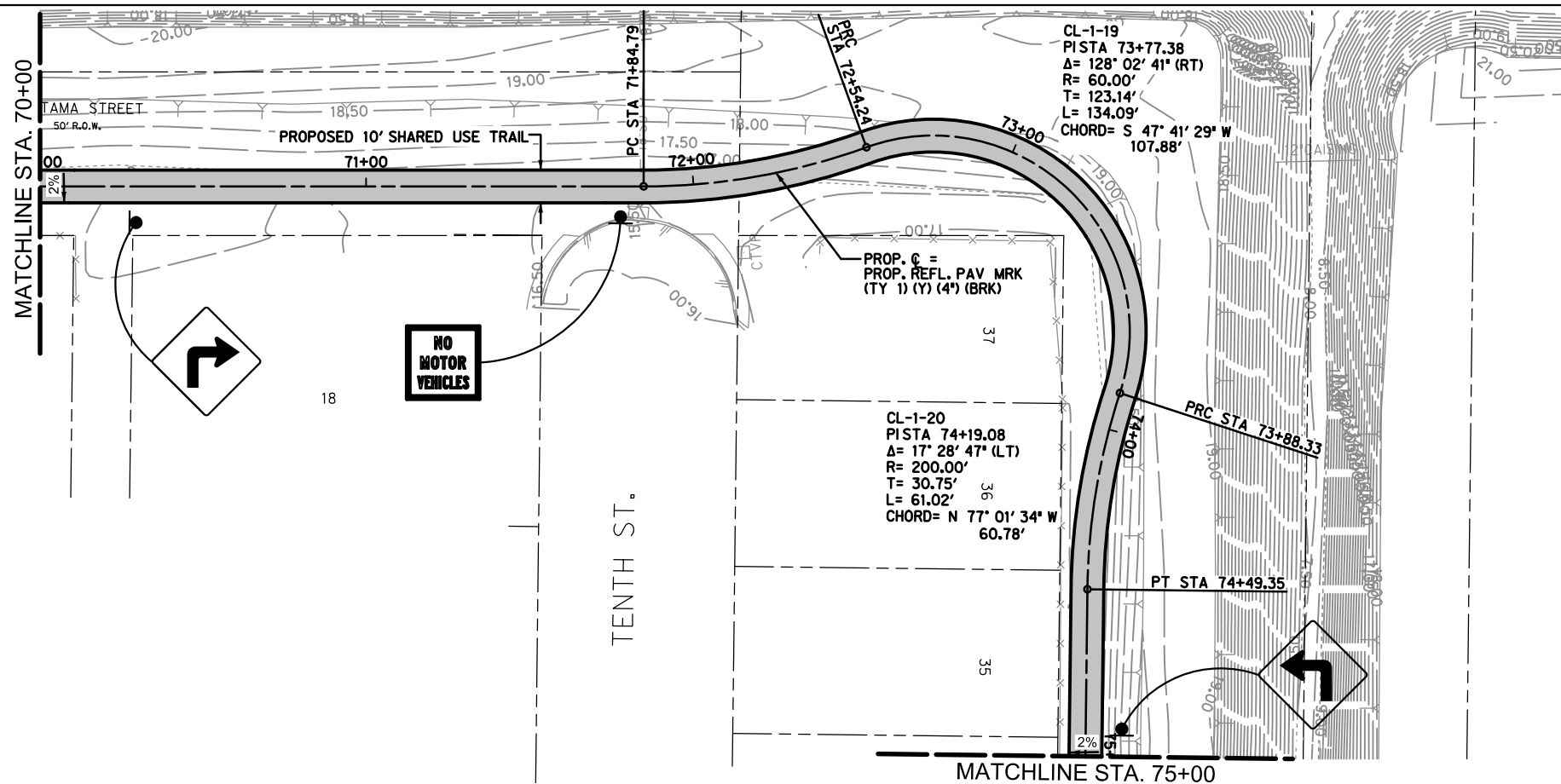
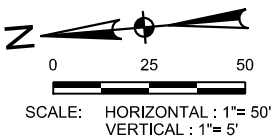
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
TEL (956) 664-0286
FAX (956) 664-0282

TBPE FIRM #F-312

12 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	24580	20

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PLAN & PROFILE

STA. 70+00 TO STA. 75+00

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



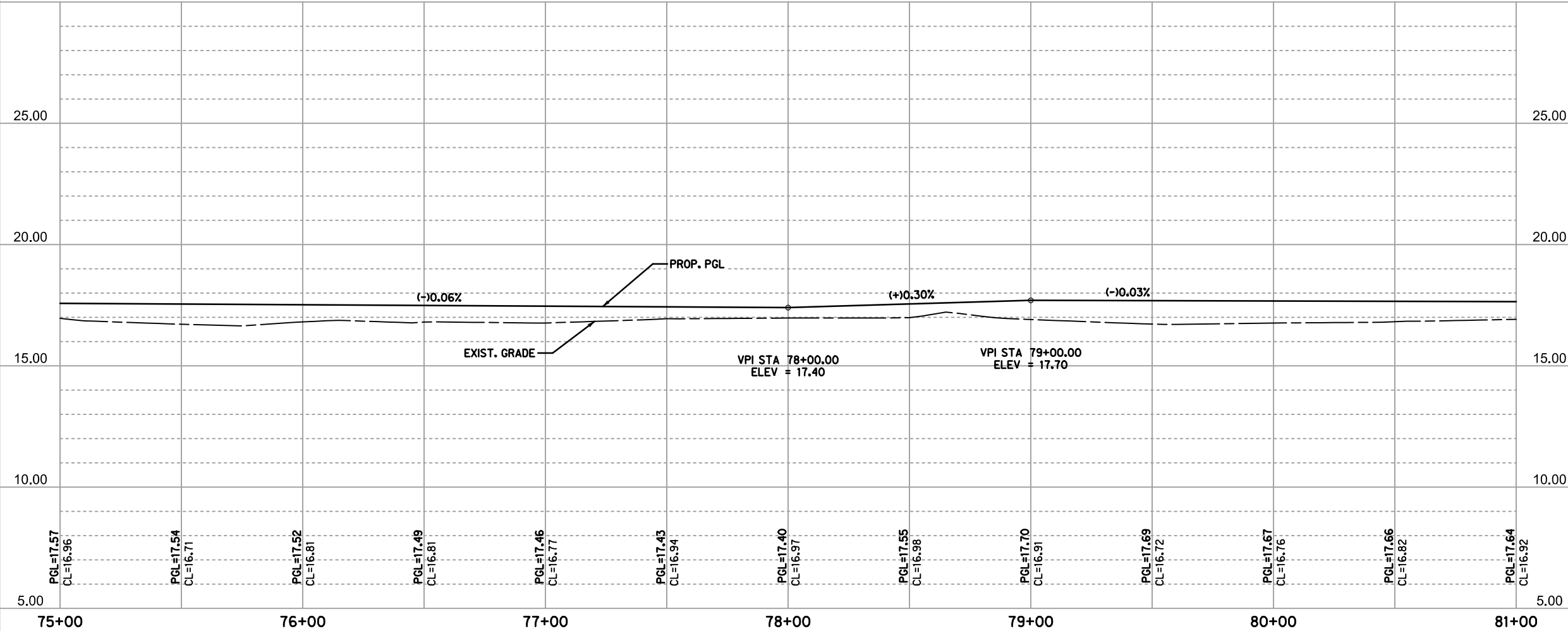
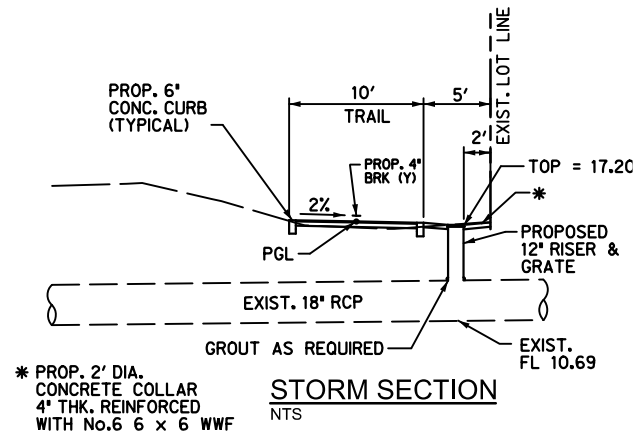
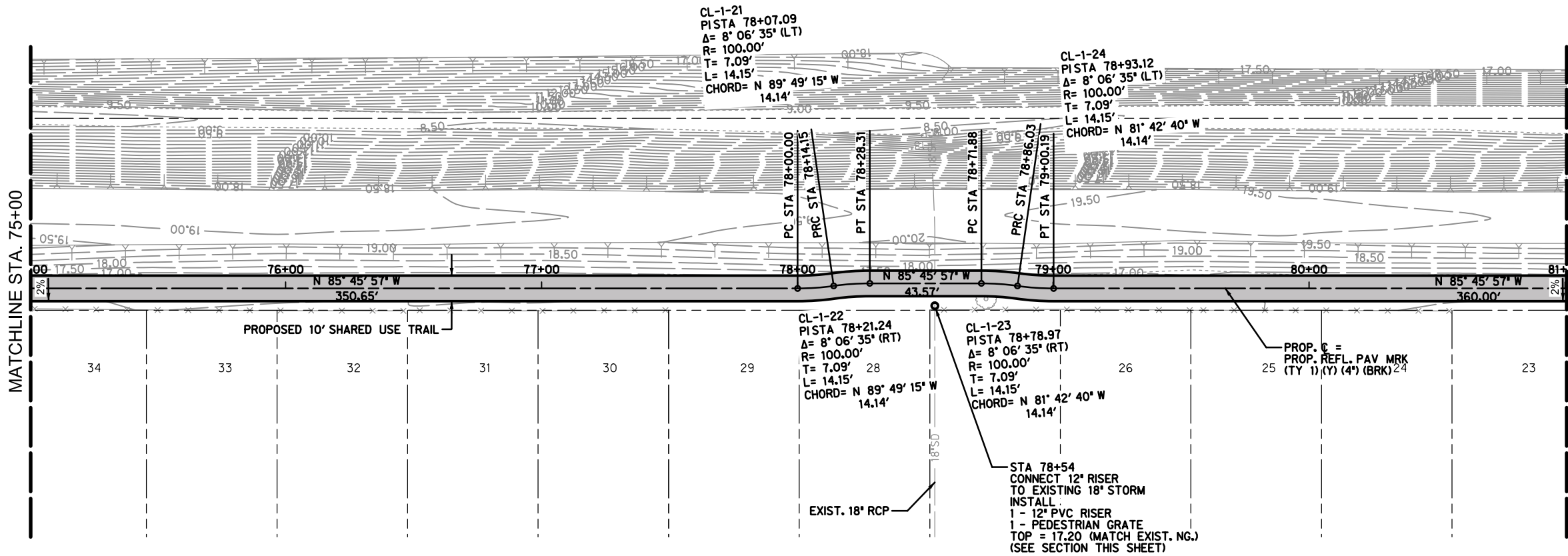
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
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FAX (956) 664-0282

TBPE FIRM #F-312

13 OF 16

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN	24522	24

Packet Pg. 142



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PLAN & PROFILE
STA. 75+00 TO STA. 81+00
PEDESTRIAN AND BICYCLE TRAIL
LOS FRESNOS, TEXAS

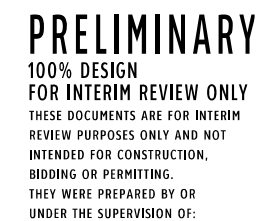
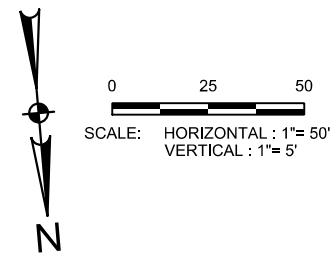
5000 WEST MILITARY, SUITE 100
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DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

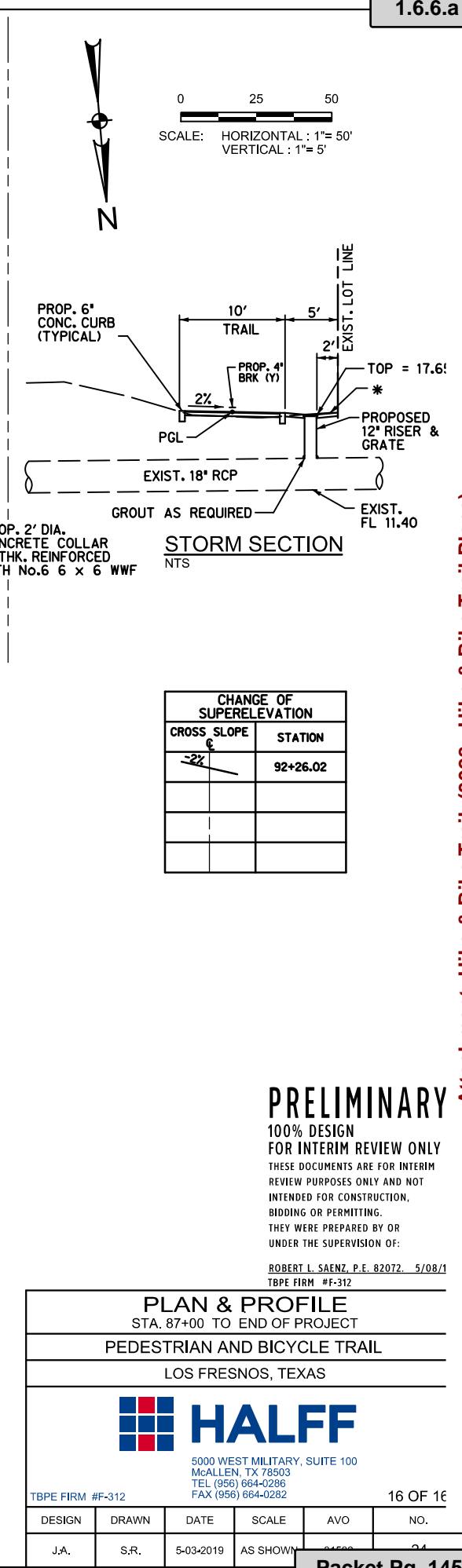
14 OF 16

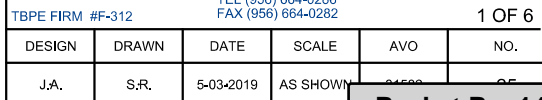
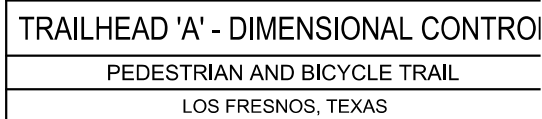
Packet Pg. 143

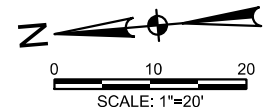


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TBPE FIRM #F-312

Packet Pg. 144







TC	TOP OF CURB
FG	FINISHED GRADE
FL	FLOW LINE
-- 30 --	EXIST. CONTOUR
— 30 —	PROP. CONTOUR



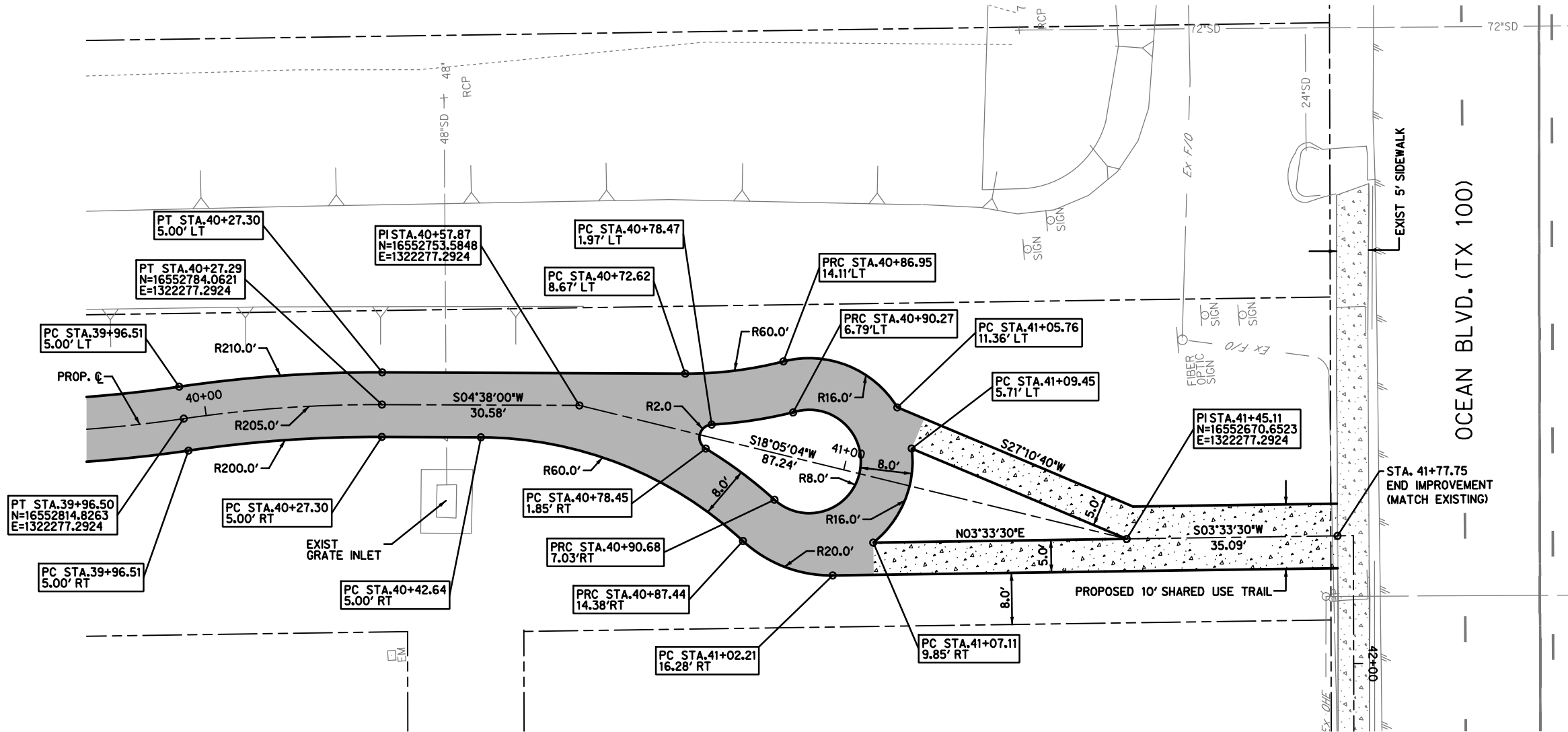
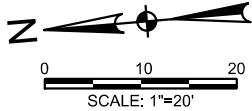
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LOS FRESNOS, TEXAS



2 OF 6

Packet Pg. 147



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TRAILHEAD 'B' - DIMENSIONAL CONTROL

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



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McALLEN, TX 78503
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TBPE FIRM #F-312

3 OF 6

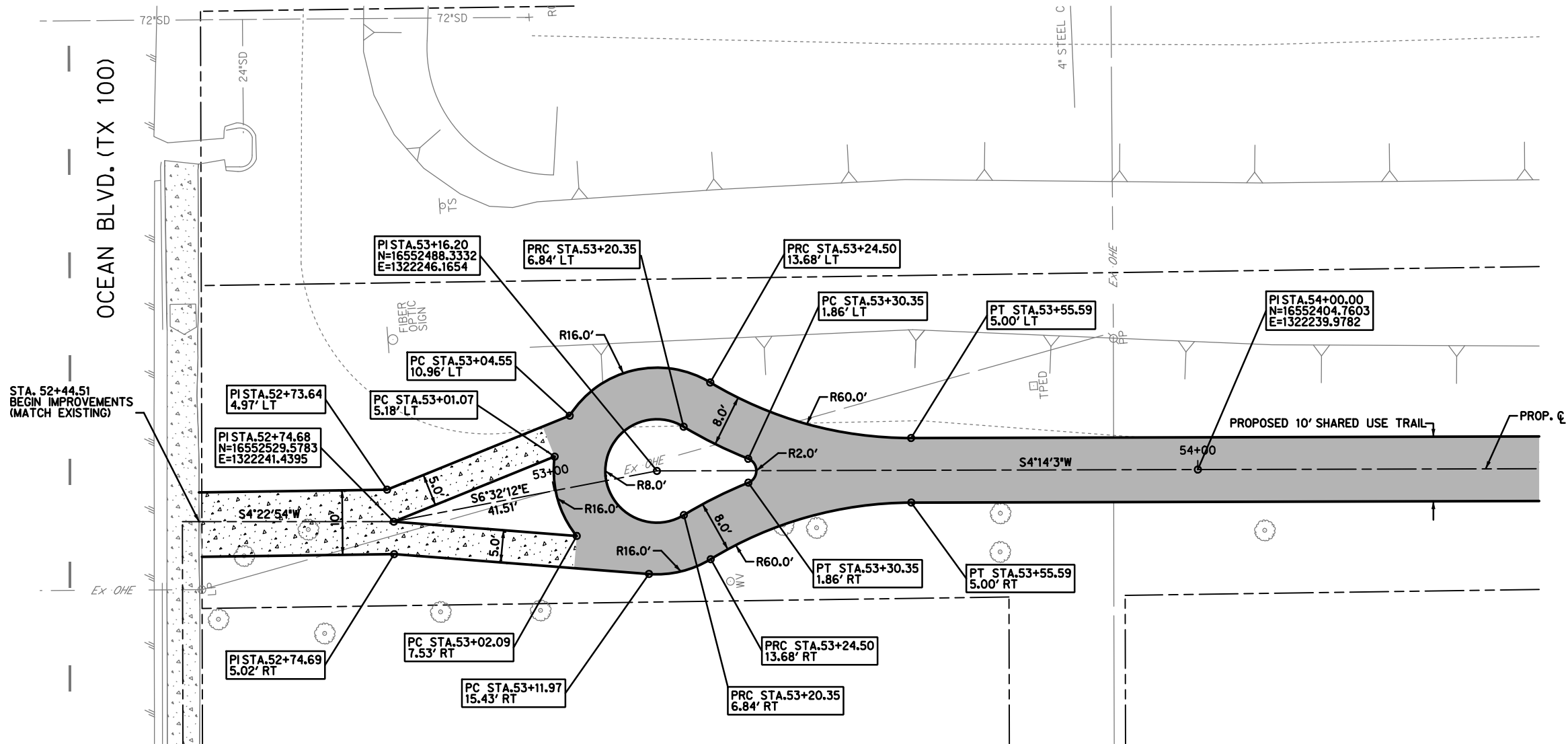
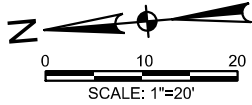
DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		07



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4 OF 6

Packet Pg. 149



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TRAILHEAD 'C' - DIMENSIONAL CONTROL

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

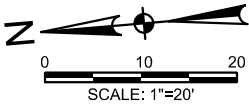


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TBPE FIRM #F-312

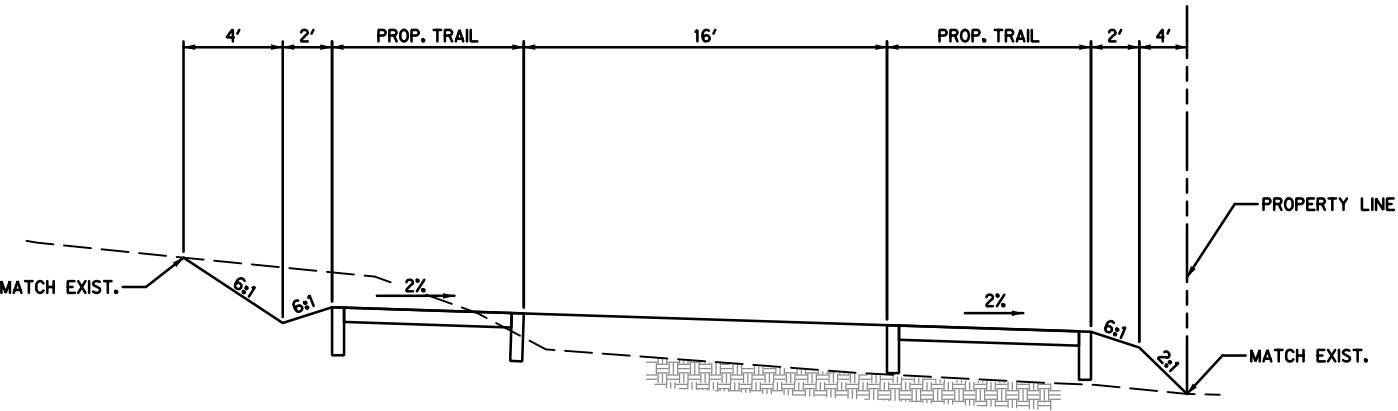
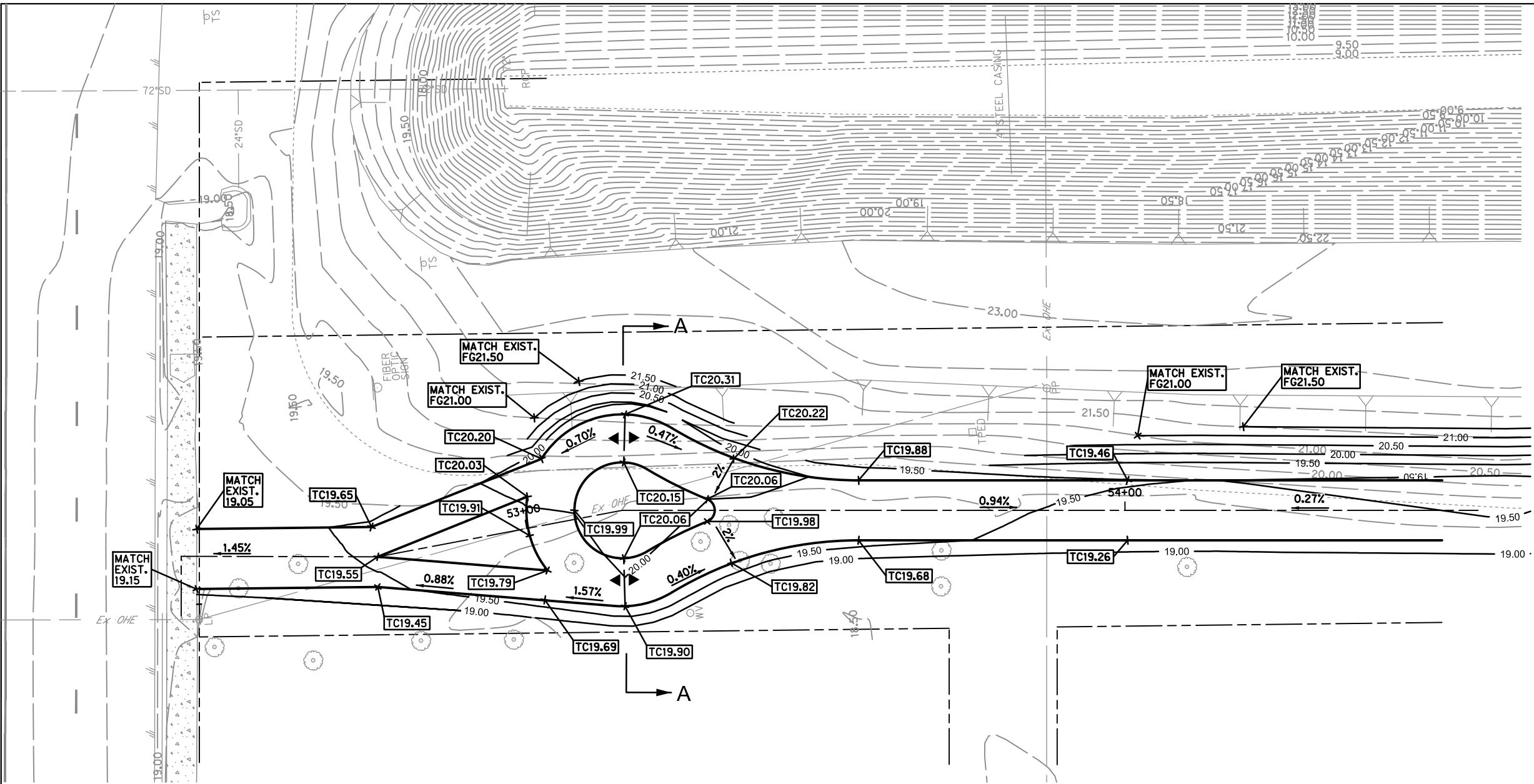
5 OF 6

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		



LEGEND

- | | |
|------------|----------------|
| TC | TOP OF CURB |
| FG | FINISHED GRADE |
| FL | FLOW LINE |
| - - 30 - - | EXIST. CONTOUR |
| — 30 — | PROP. CONTOUR |



CROSS SECTION A-A
SCALE: NTS

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TRAILHEAD 'C' - GRADING PLAN

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

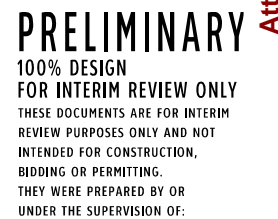


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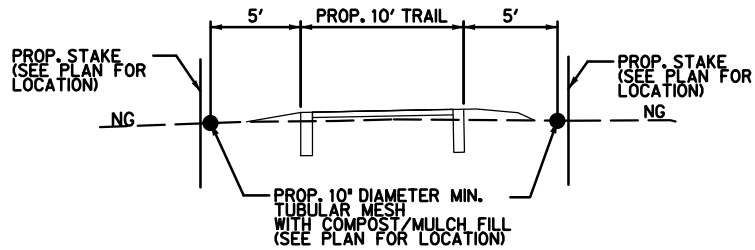
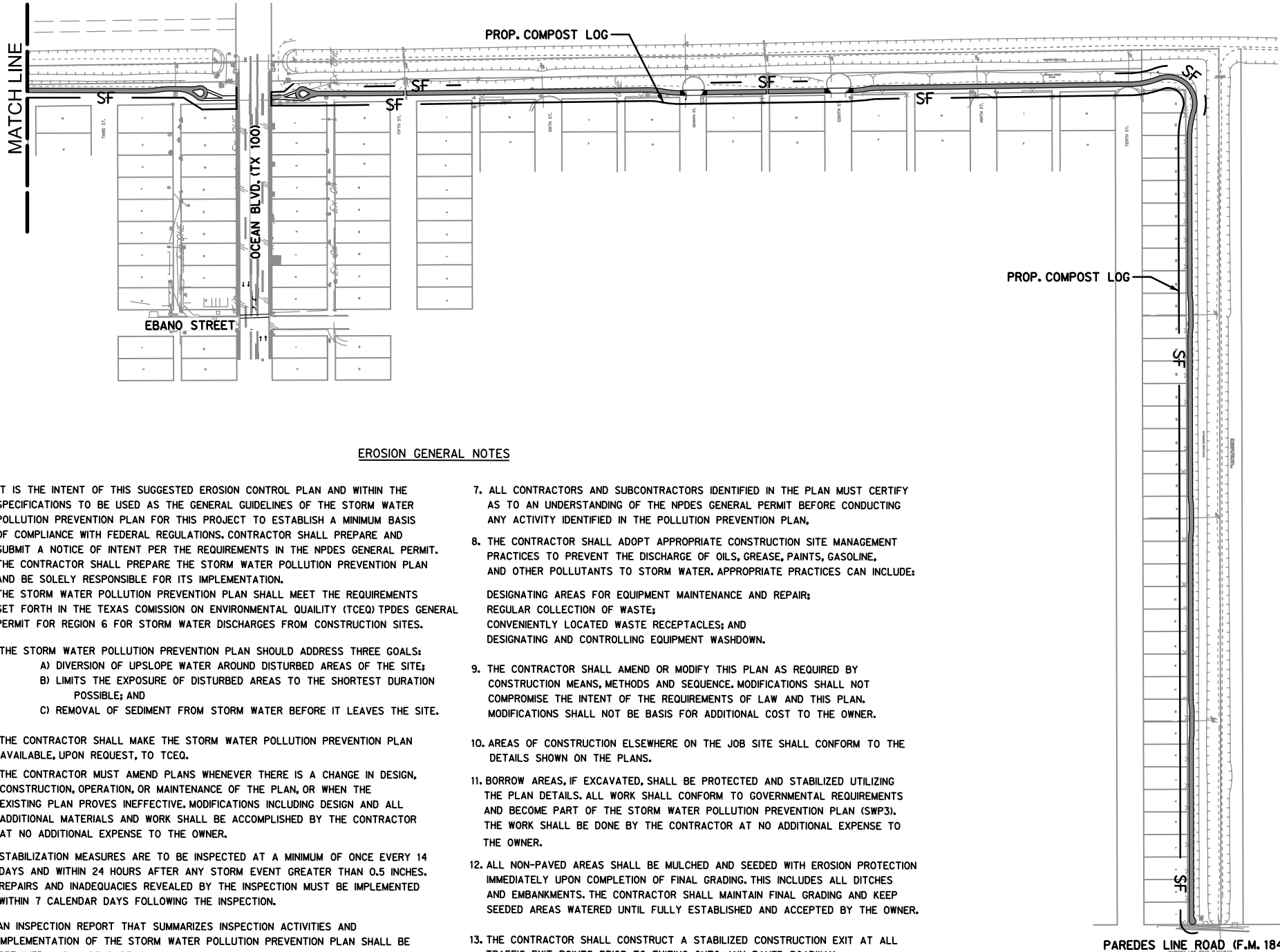
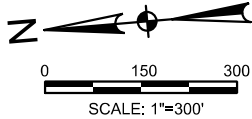
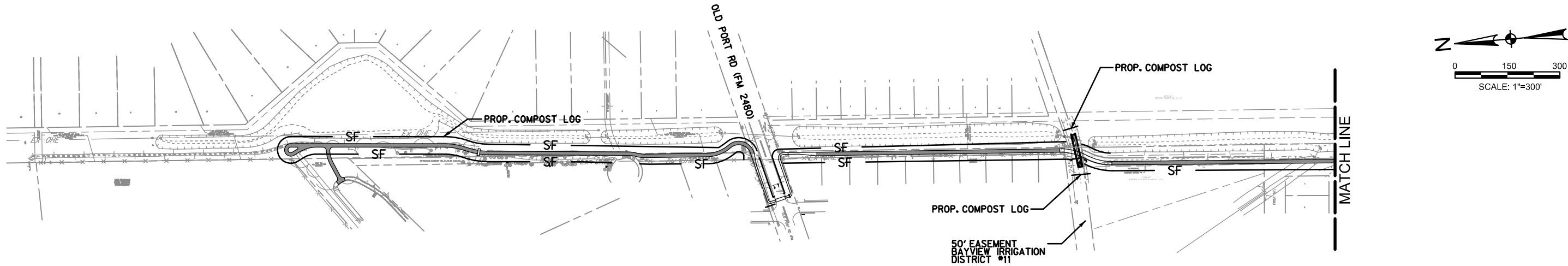
6 OF 6

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
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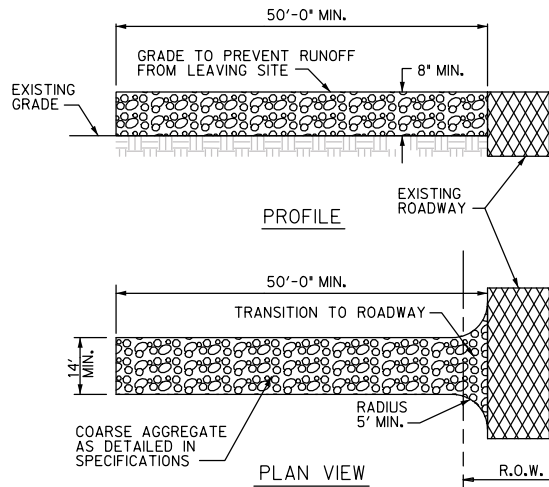


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HIKE & BIKE TRAIL CROSS SECTION
NTS



STABILIZED CONSTRUCTION EXIT
NTS

EROSION GENERAL NOTES

- IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.
- THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS:
 - DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
 - LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
 - REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
- THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO TCEQ.
- THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
- AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
- ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
- THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:
DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR;
REGULAR COLLECTION OF WASTE;
CONVENIENTLY LOCATED WASTE RECEPTACLES; AND
DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
- THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
- AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
- BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
- THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

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TBPE FIRM #F-312

EROSION CONTROL PLAN

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS



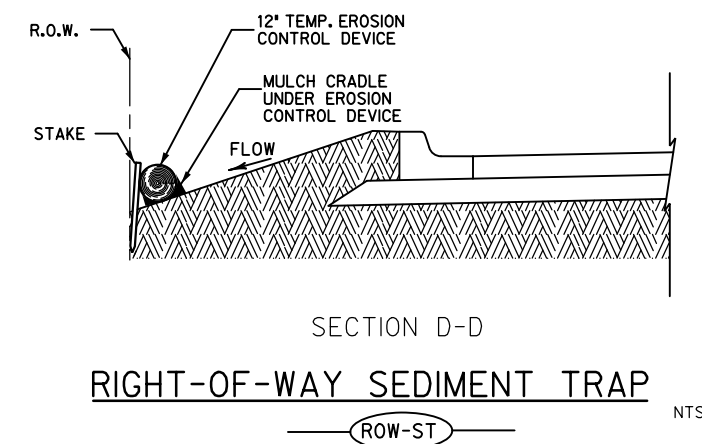
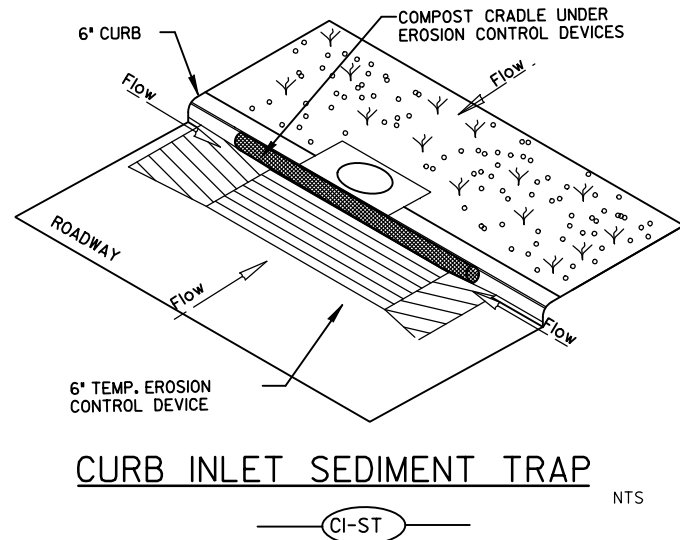
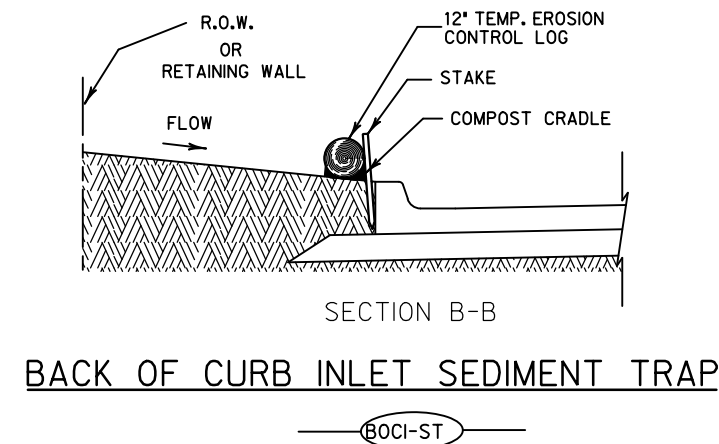
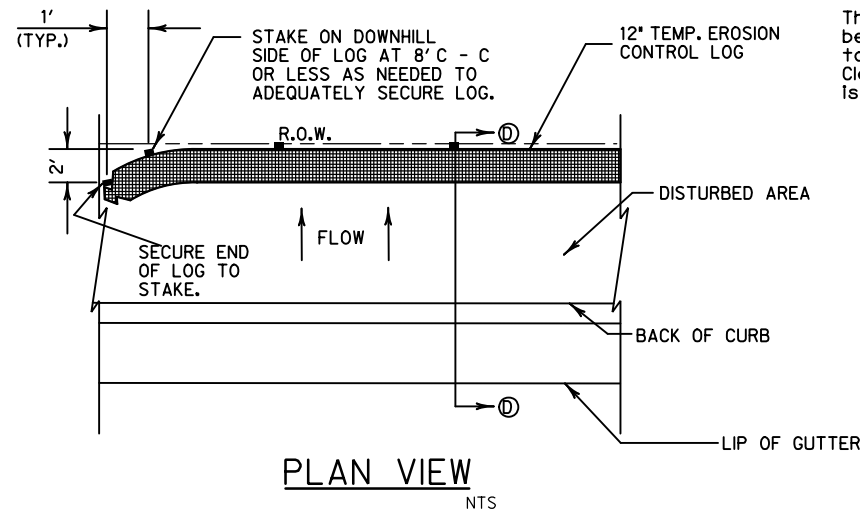
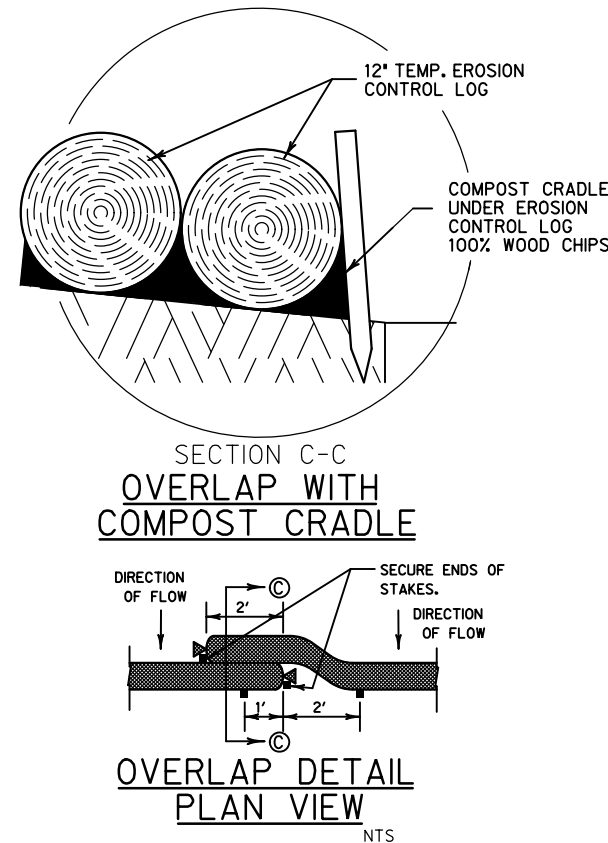
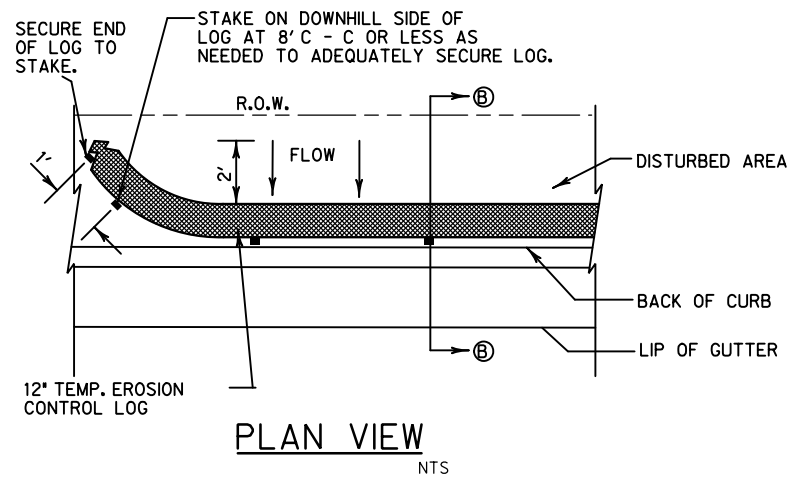
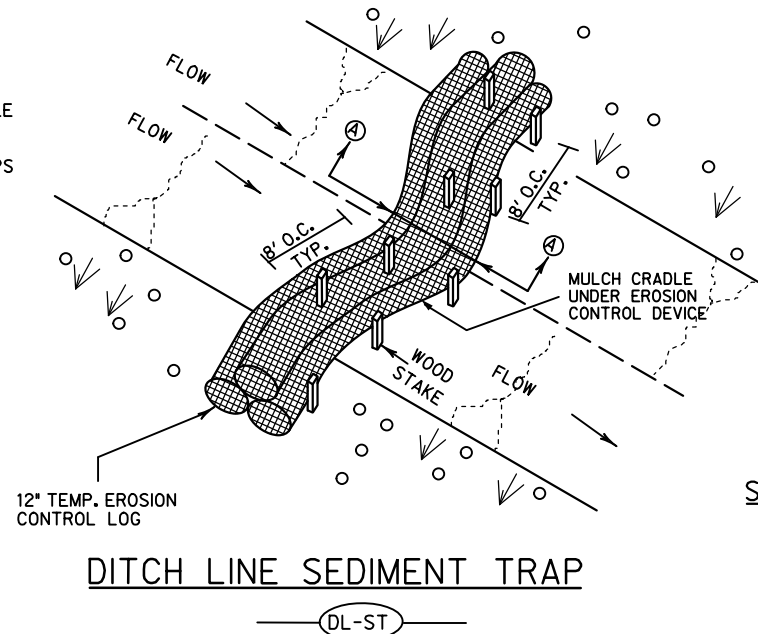
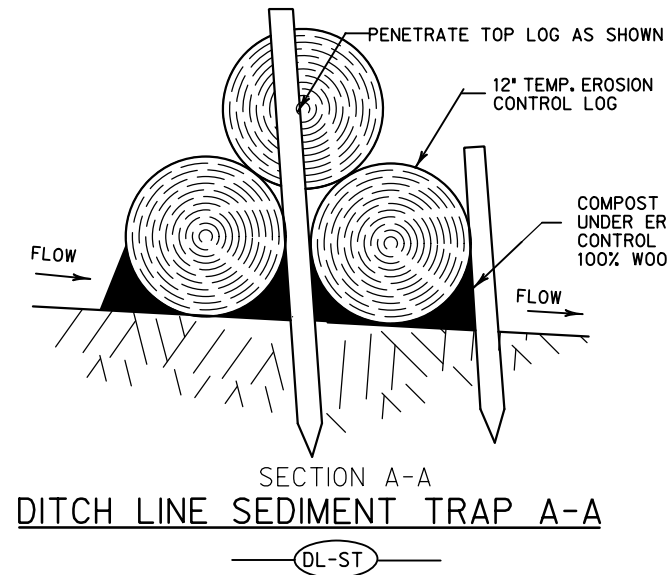
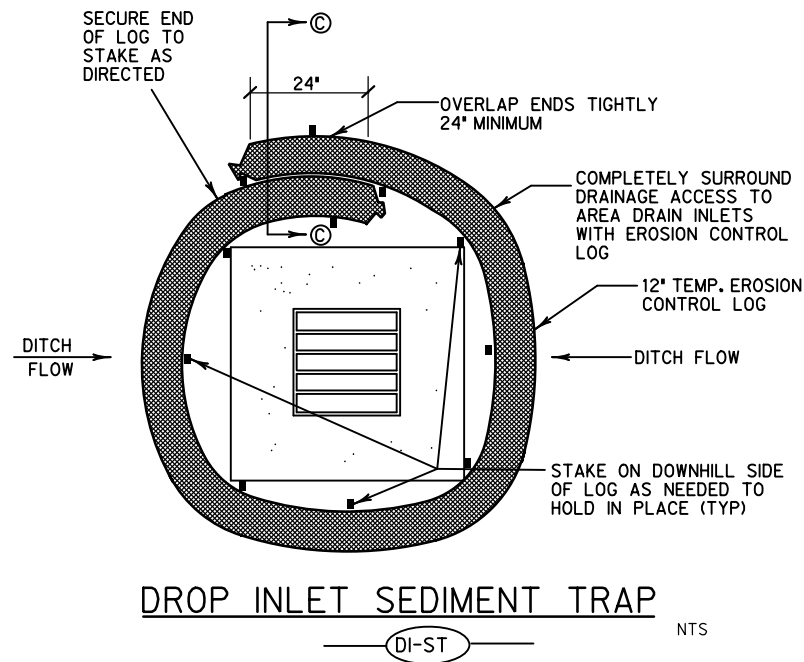
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1 OF 1

DESIGN	DRAWN	DATE	SCALE	AVO	NO.
J.A.	S.R.	5-03-2019	AS SHOWN		

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PLANS SHEET LEGEND

- DI-ST DROP INLET SEDIMENT TRAP
- DL-ST DITCH LINE SEDIMENT TRAP
- BOCI-ST BACK OF CURB INLET SEDIMENT TRAP
- ROW-ST RIGHT OF WAY SEDIMENT TRAP
- CI-ST CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5' over the drainage area).

Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2 or the sediment has accumulated to a depth of 1', whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

GENERAL NOTES

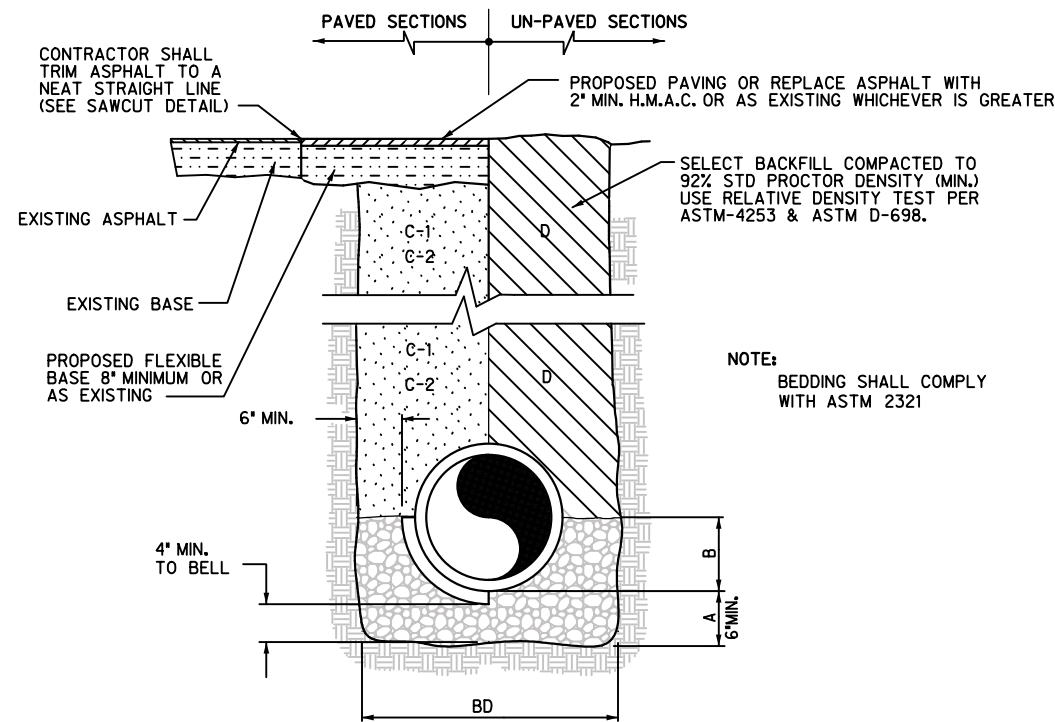
1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2' PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

PHARR DISTRICT STANDARD



TEMPORARY EROSION CONTROL LOGS
TECL-17 (PHR)

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6			
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHARR		33
CONTROL	SECTION	JOB	



A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID (MIN. THICKNESS = 6"). PIT RUN GRAVEL 3/4" MAX. SIZE.

B. AFTER PIPE IS LAID, PLACE GRAVEL FROM BOTTOM TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE.

Bd. TRENCH WIDTHS SHALL BE EQUAL TO PIPE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321.

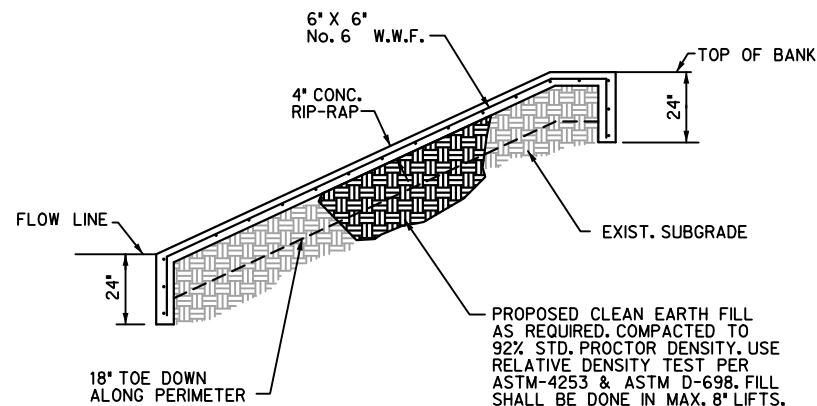
C-1. CITY STREETS, PARKING AREA, DRIVEWAYS: SELECTED BACKFILL SHALL BE PLACED IN 8" LIFTS MECHANICALLY COMPACTED TO 95% MODIFIED PROCTOR DENSITY,

C-2. STATE MAINTAINED ROADWAYS: SAND/CEMENT STABILIZED BACKFILL, WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL MECHANICALLY COMPACTED TO 92% STD. PROCTOR DENSITY (12" LIFTS). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURAL BACKFILL MATERIAL SHALL BE AS APPROVED BY THE ENGINEER.

STORM SEWER LINE BEDDING DETAIL

NTS

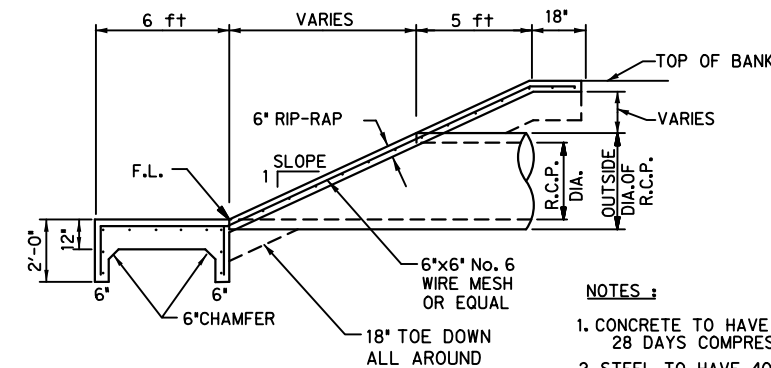
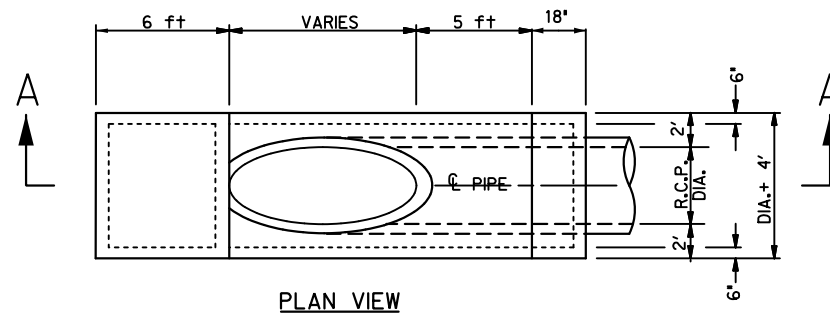


CONCRETE RIP-RAP TYPICAL SECTION

NTS

NOTES:

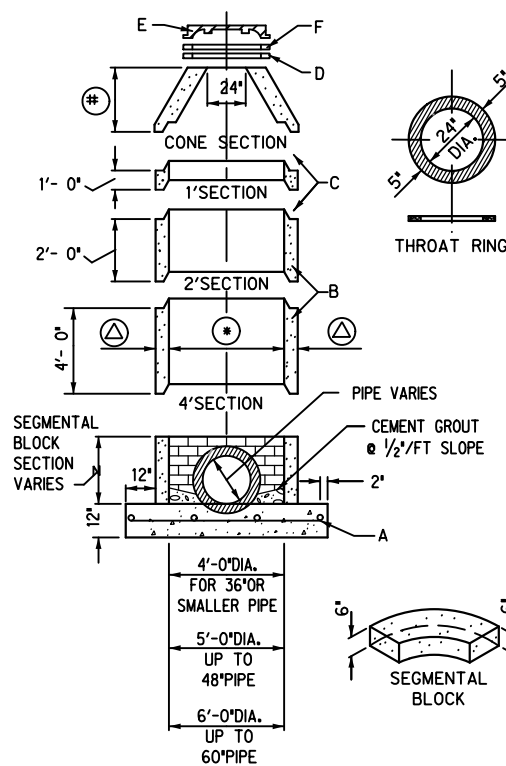
1. CONCRETE TO HAVE 3,000 PSIMIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 40,000 PSI YIELD STRENGTH.
3. MINIMUM OF 8" SURFACE SOIL SHALL BE REMOVED TO ELIMINATE VEGETATION AND OTHER DELETERIOUS MATERIALS. BACKFILL TO MATCH EXISTING GRADES AND ENSURE POSITIVE DRAINAGE. FILL MATERIAL SHALL BE FREE OF DELETERIOUS MATERIALS AND COMPACTED TO 92% STD. PROCTOR DENSITY.
4. ALL EXCESS MATERIAL SHALL BE DISPOSED OFFSITE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.



CROSS-SECTION A-A

SLOPED END SECTION

NTS



TYPICAL STORM SEWER MANHOLE

NTS

GENERAL NOTES:

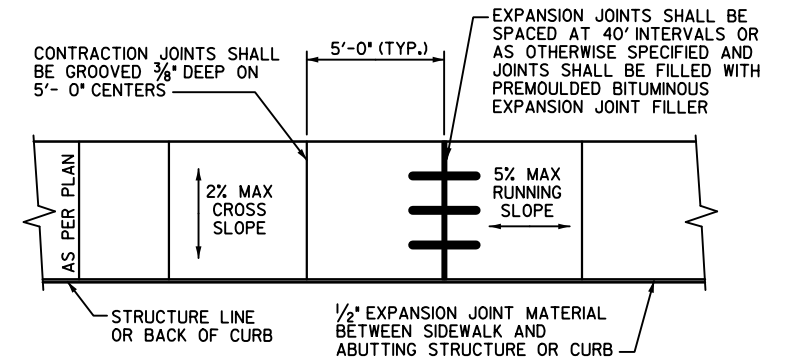
1. SEGMENTAL BLOCK MAY BE USED ON LARGE DIA. PIPES IN LIEU OF BREAKING OUT LARGE HOLES IN PRE-CAST SECTION.
2. SEGMENTAL BLOCK SECTION & PRE-CAST SECTION MAY BE ALTERNATED.
3. PRECAST SECTIONS MAY BE PLACED IN ANY ORDER.
4. FOOTING TO BE POURED ON UNDISTURBED SOIL.
5. 1/2" OF MORTAR TO BE PLACED ON INSIDE AND OUTSIDE OF SEGMENTAL MANHOLES.

CONSTRUCTION NOTES:

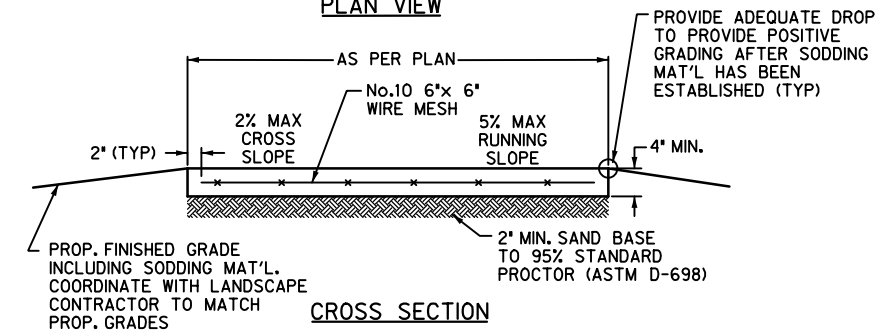
- A. 4 BARS AT 12" O.C. EACH WAY.
- B. PRE-CAST SECTIONS.
- C. MORTAR JOINTS.
- D. MIN. OF 3 AND MAX. OF 5 THROAT RING FOR FUTURE ADJUSTMENTS.
- E. HEAVY STREET CAST IRON MANHOLE RING AND COVER "VULCAN VM-42 OR EQUAL" RINGS 5/4" HIGH, CLEAR OPENING 24" COVER 26" DIA. 2" THICK.
- F. MORTAR JOINT BETWEEN RINGS.

DENOTES

	4'-0" DIA.	5'-0" DIA.	6'-0" DIA.
⊙	4'-0"	5'-0"	6'-0"
⊕	5"	6"	7"
⊗	2'-10"	3'-4"	3'-10"

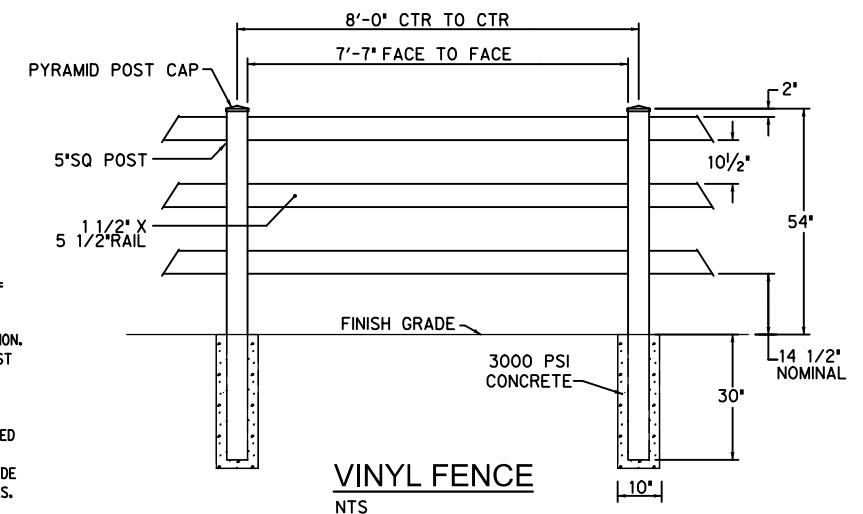


PLAN VIEW



CONCRETE SIDEWALK DETAIL

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MISCELLANEOUS DETAILS

PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

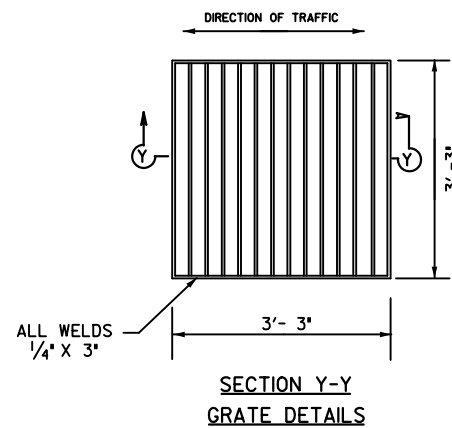
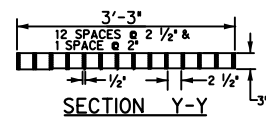
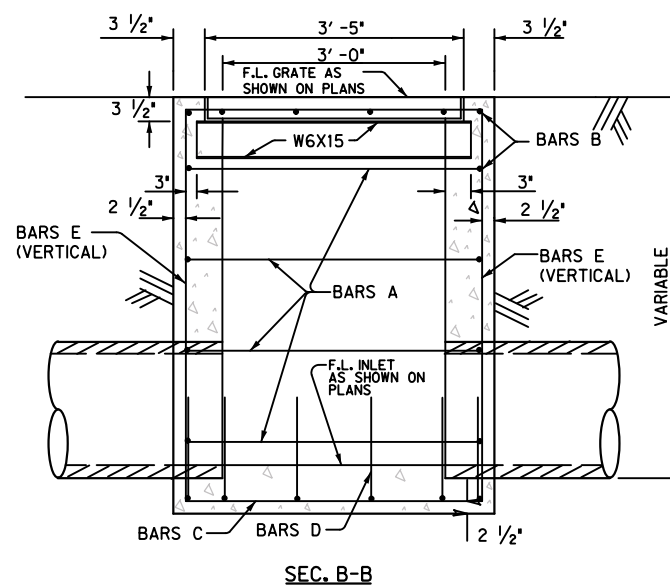
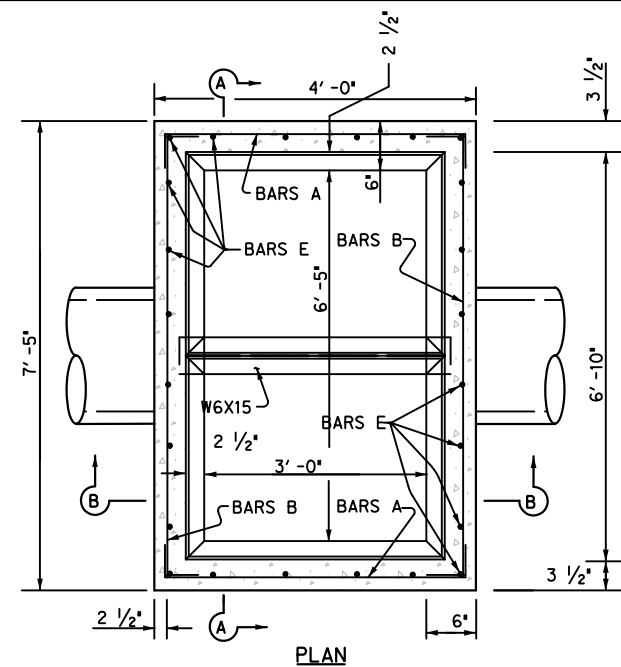


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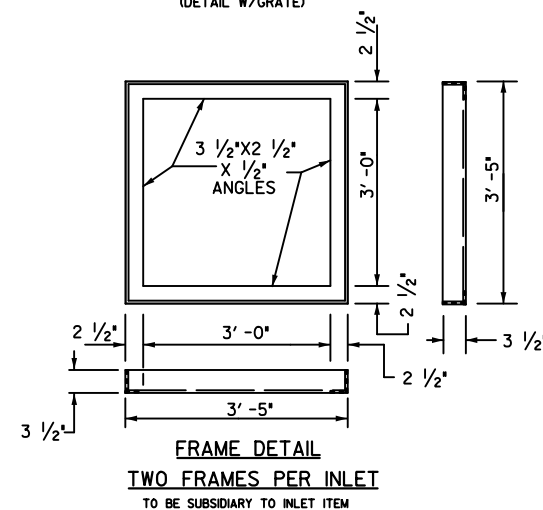
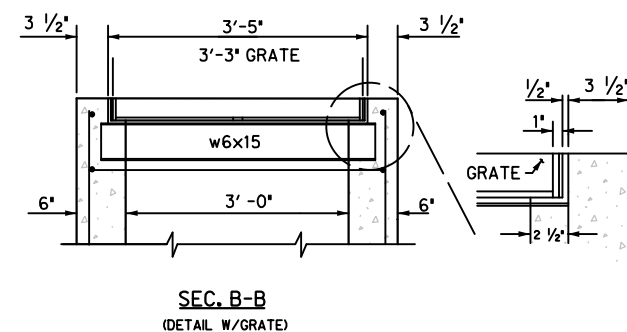
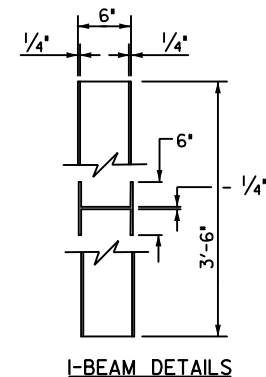
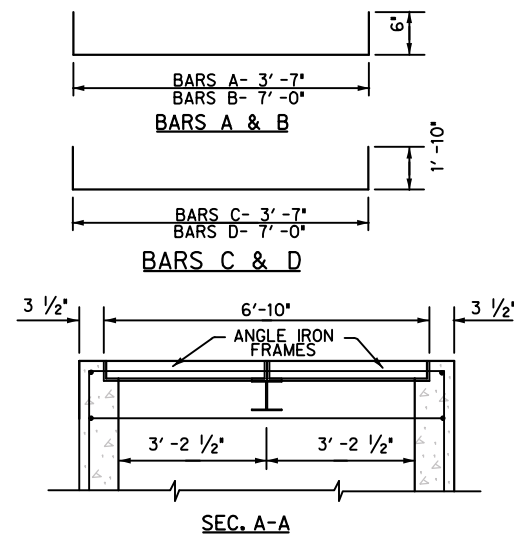
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1 OF 2

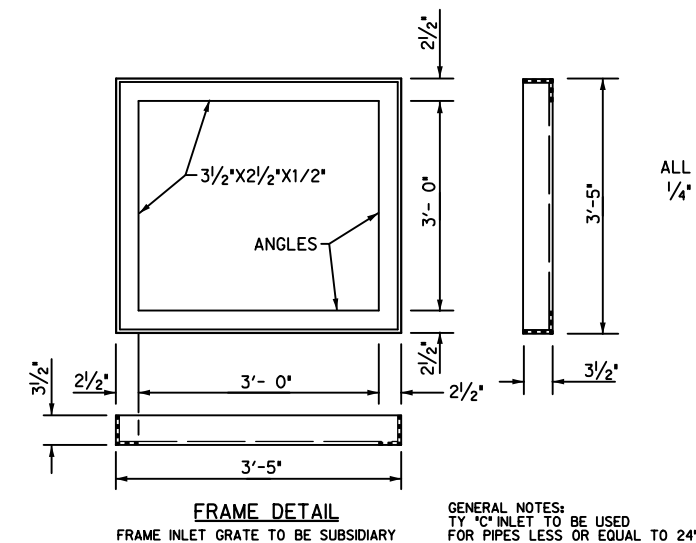
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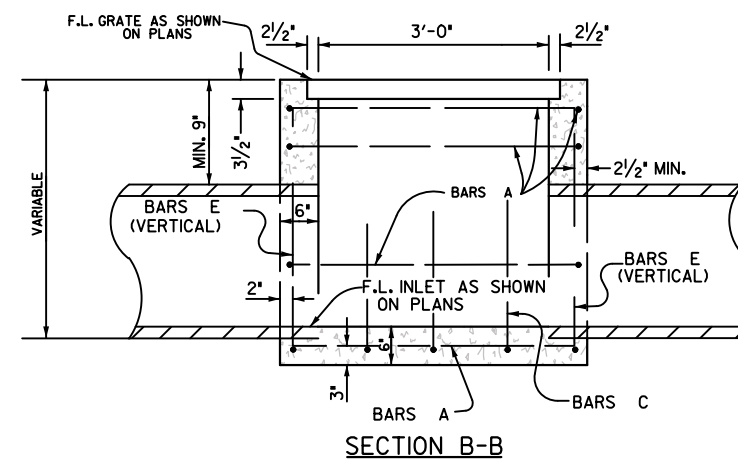
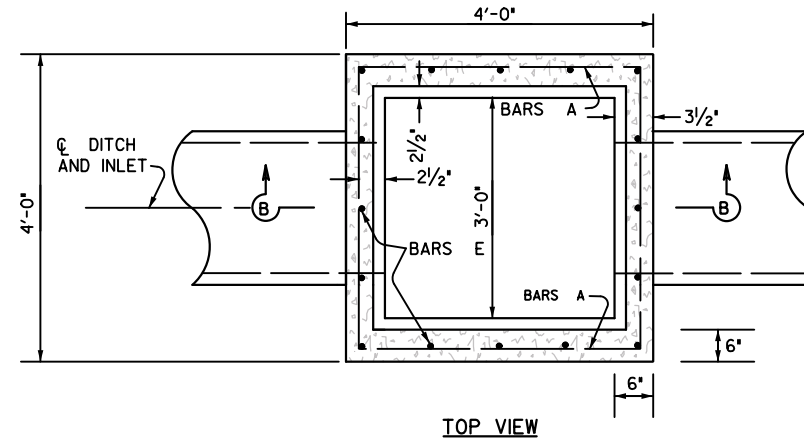
TYPE "CC" PRECAST INLET
NTS



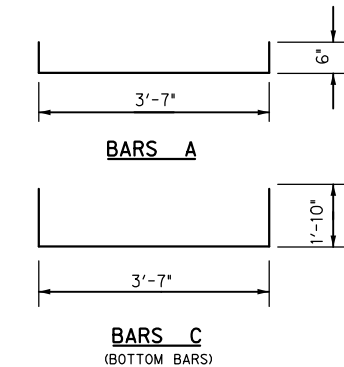
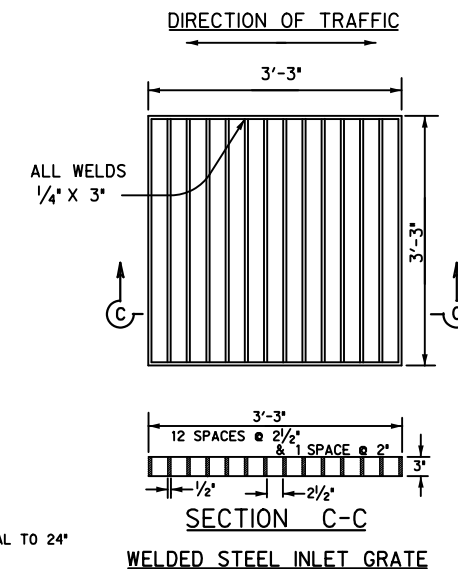
NOTE: ALL STEEL REINFORCING TO NO. 4 BARS ON 1'-0" SPACING IN BOTH DIRECTIONS
ALL STEEL TO BE GR. 60.



GENERAL NOTES:
TYPE "C" INLET TO BE USED FOR PIPES LESS OR EQUAL TO 24"



TYPE "C" PRECAST INLET
NTS



REINFORCING STEEL DETAILS
NOTE: ALL STEEL TO BE NO. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS

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MISCELLANEOUS DETAILS

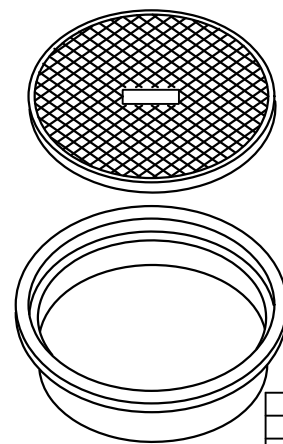
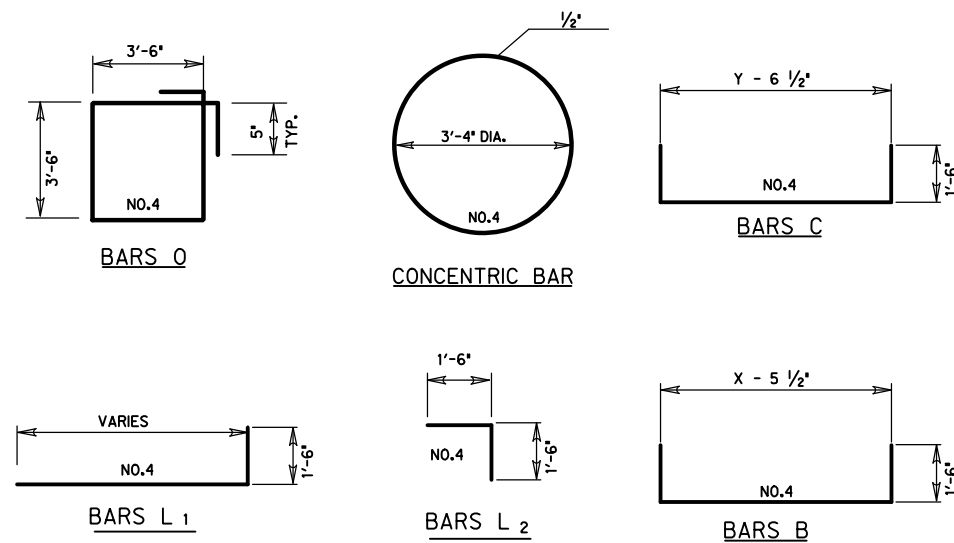
PEDESTRIAN AND BICYCLE TRAIL

LOS FRESNOS, TEXAS

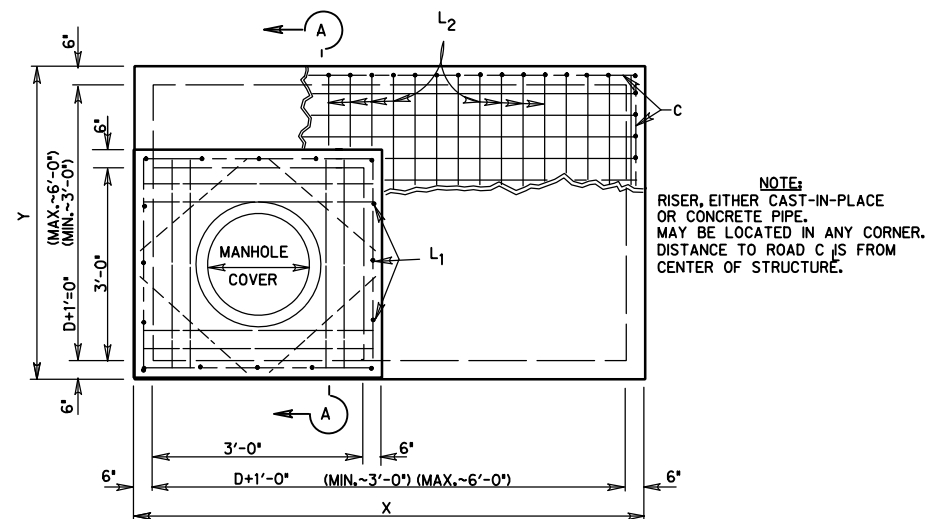
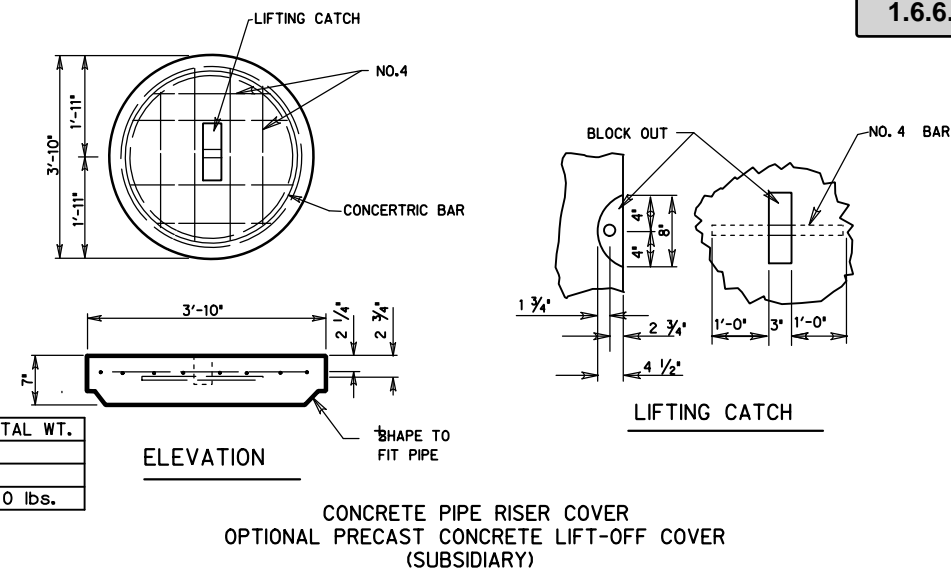


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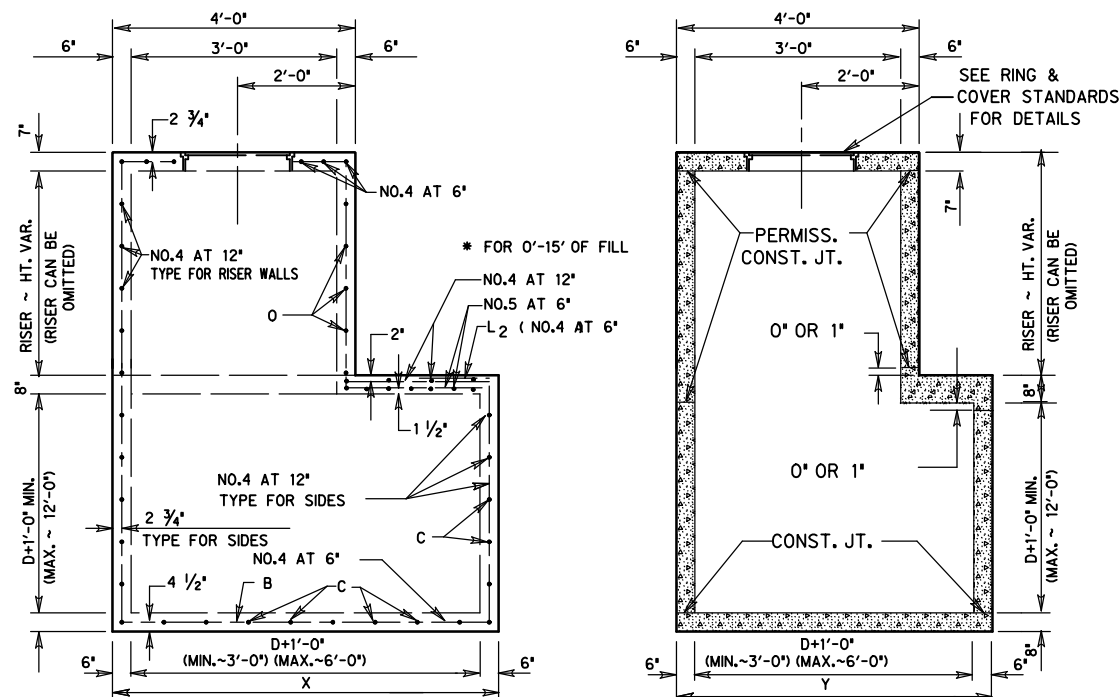
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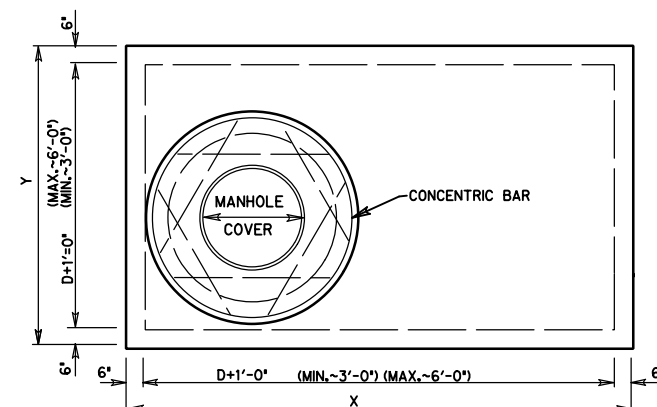
LID			RING			TOTAL WT.
A	*B*	WEIGHT	*C*	*D*	*H*	
25 5/8"	1"	125 lbs. (min)	24	32	5	185 lbs.
						310 lbs.



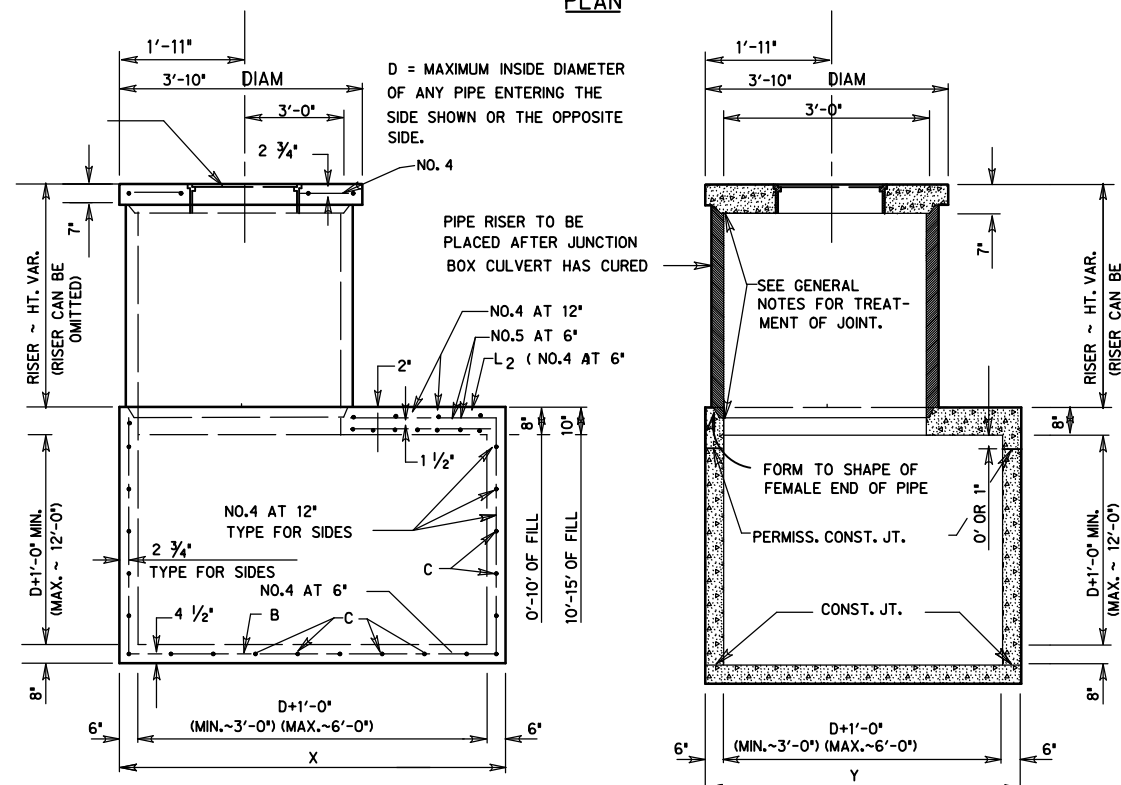
PLAN



MANHOLE WITH CAST-IN-PLACE RISER



PLAN



ELEVATION

SECTION B-B

OPTIONAL MANHOLE WITH PIPE RISER

GENERAL NOTES

UNLESS OTHERWISE SHOWN IN THE PLANS, PAYMENT WILL BE MADE FOR EACH MANHOLE OF THE TYPE M. EXPOSED EDGES SHALL BE CHAMFERED 3/4". ALTERNATE DESIGN DRAWINGS BEARING THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER WILL BE ACCEPTABLE FOR PRECAST CONSTRUCTION OF MANHOLES.

SHOP DRAWINGS WILL NOT BE REQUIRED.

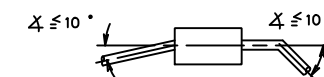
ALL MANHOLES LOCATED ON PAVED SURFACES WILL BE CONSTRUCTED WITH A COVER OF THE TYPE THAT WILL ENABLE IT TO BE BOLTED TO THE RING.

THE CONTRACTOR MAY WITH THE APPROVAL OF THE ENGINEER FURNISH MANHOLES OF EQUIVALENT STRUCTURAL DESIGN.

IN AREAS OF CONFLICT BETWEEN REINFORCING STEEL, BLOCK-OUTS, PIPES, ANCHOR BOLTS OR OTHER REINFORCING STEEL, THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.

THE RISER MAY BE CONSTRUCTED OF REINFORCED CONCRETE AS SHOWN OR OF REINFORCED CONCRETE PIPE, CLASS III, IN ACCORDANCE WITH ASTM DESIGNATION C-76. IF PIPE IS USED, JOINTS SHALL CONFORM TO THE ITEM "REINFORCED CONCRETE PIPE CULVERTS". PRECAST CONCRETE LIFT OFF COVER MAY BE SUBSTITUTED FOR "RING AND COVER".

CONNECTING PIPES SHOULD WITHIN 10 DEG. OF NORMAL TO INLET GRATE IF NECESSARY, PIPE ELBOW OR CURBED APPROACH ALIGNMENT SHOULD BE USED TO STAY WITHIN THIS LIMIT.



PIPES MAY ENTER ALL WALLS. THE MAXIMUM LENGTH OF PIPE THAT CAN BE ACCOMMODATED IS 60". MORE THAN ONE PIPE MAY ENTER A SIDE SUBJECT TO THE MAXIMUM BOX DIMENSIONS SHOWN. THE CLEAR DISTANCE BETWEEN ADJACENT PIPES SHOULD BE 9" MINIMUM.

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PHARR DISTRICT STANDARD



TEXAS DEPARTMENT OF TRANSPORTATION

TYPE "M"
MANHOLE
(JUNCTION BOX WITH ACCESS)

REV. 08/13

MANHOLE2.DG

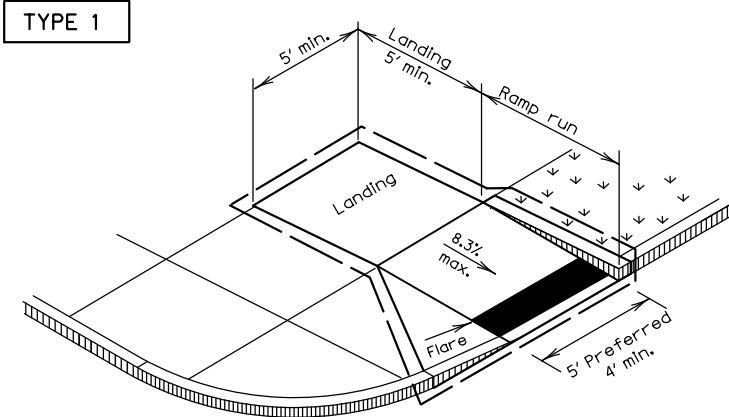
FED. RD. DIV. NO.	PROJECT NO.	FILE NO.	SHEET NO.
6			36
STATE	STATE DIST. NO.	COUNTY	CONT.
TEXAS	21		

N.T.S.

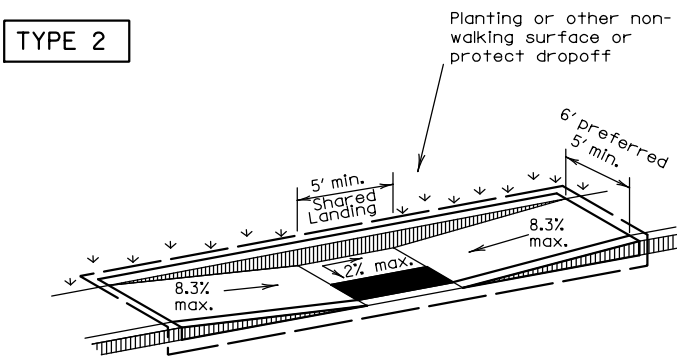
Packet Pg. 157

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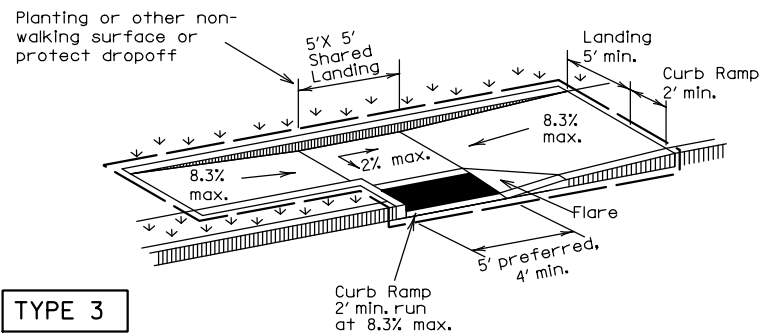
DATE:
FILE:



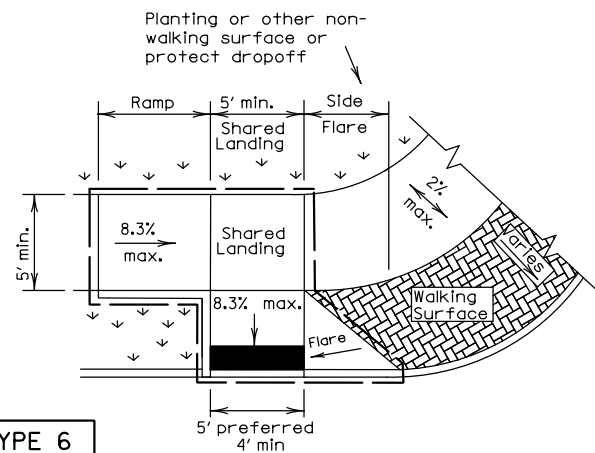
PERPENDICULAR CURB RAMP



PARALLEL CURB RAMP
(Use only where water will not pond in the landing.)

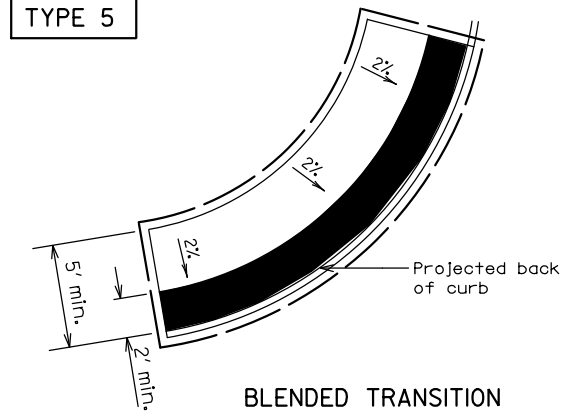


TYPE 3

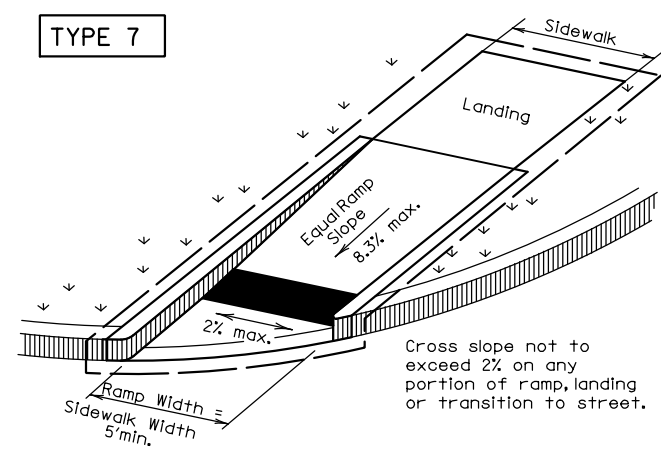


TYPE 6

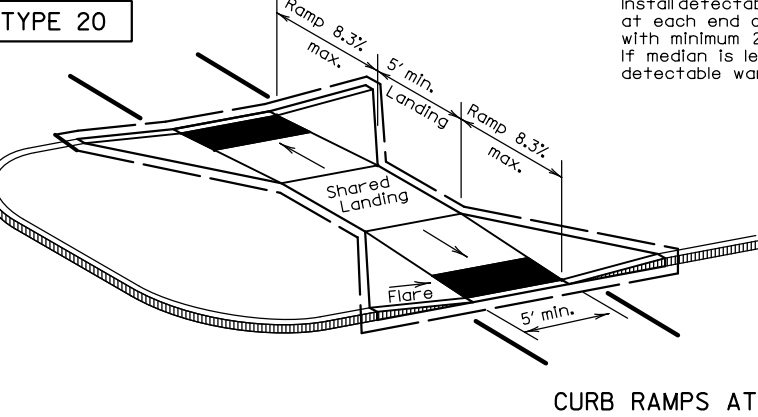
COMBINATION CURB RAMPS



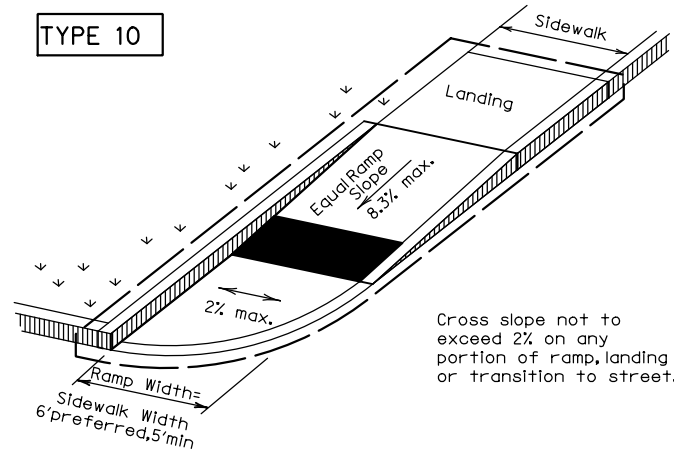
BLENDED TRANSITION



(Sidewalk set back from curb)

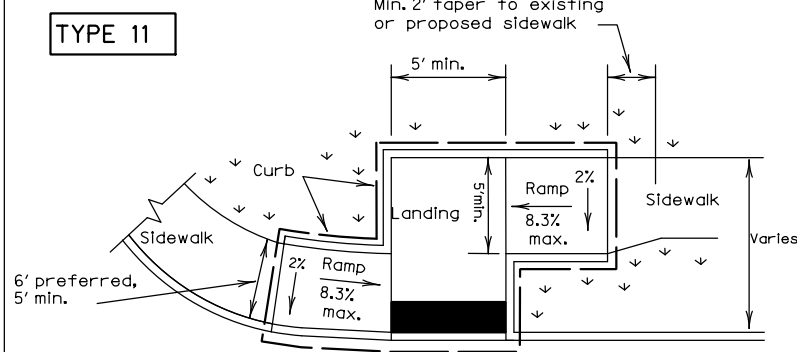


CURB RAMPS AT MEDIAN ISLANDS



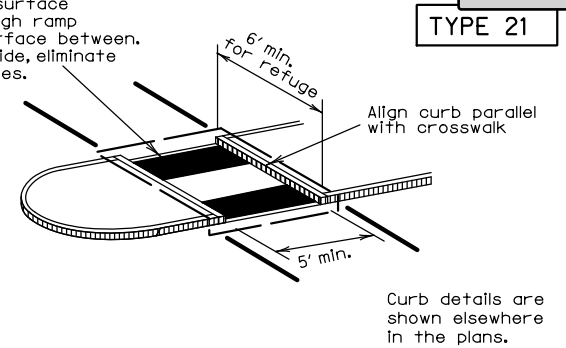
(Sidewalk adjacent to curb)

DIRECTIONAL RAMPS WITHIN RADIUS



OFFSET PARALLEL CURB RAMP

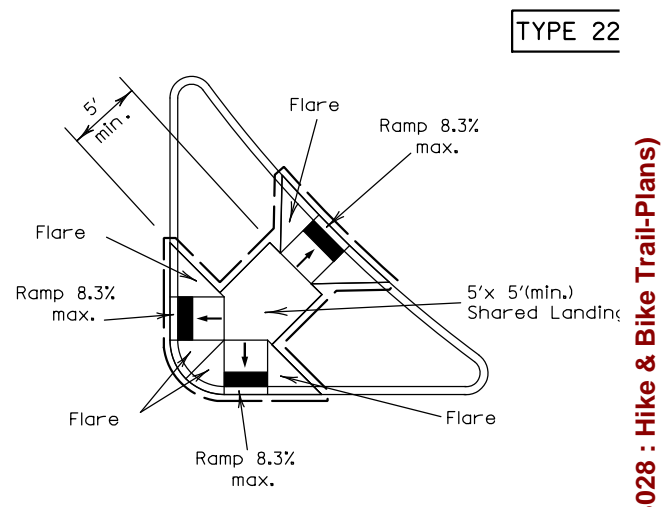
Install detectable warning surface at each end of cut-through ramp with minimum 2' smooth surface between. If median is less than 6' wide, eliminate detectable warning surfaces.



1.6.6.a

TYPE 21

Curb details are shown elsewhere in the plans.



TYPE 22

COMBINATION ISLAND RAMPS

NOTES / LEGEND:

See General Notes on sheet 2 of 4 for more information.

Denotes planting or non-walking surface not part of pedestrian circulation path.

Ramp Limits of Payment

Detectable Warning Surface

SHEET 1 OF 4



PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

FILE: ped12a.dgn	DWG: TxDOT	CK: RM	DWG: TxDOT	CK: V
©TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST			

Packet Pg. 158

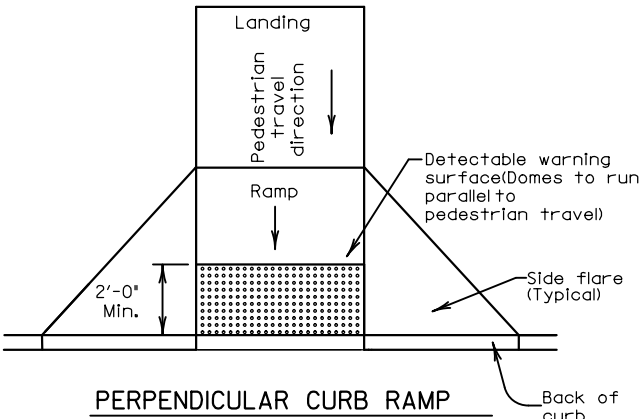
General Notes

Curb Ramps

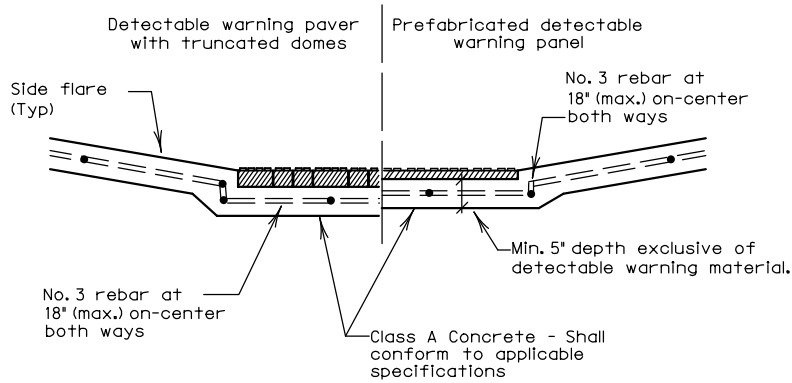
1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
5. Maneuvering space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever an accessible route crosses (penetrates) a curb.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

Detectable Warning Material

18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
19. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.



Typical placement of detectable warning surface on sloping ramp run.



DETECTABLE WARNINGS

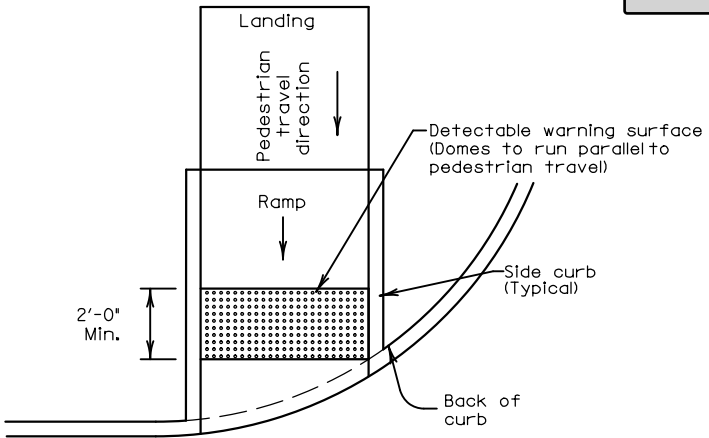
Detectable Warning Pavers

24. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

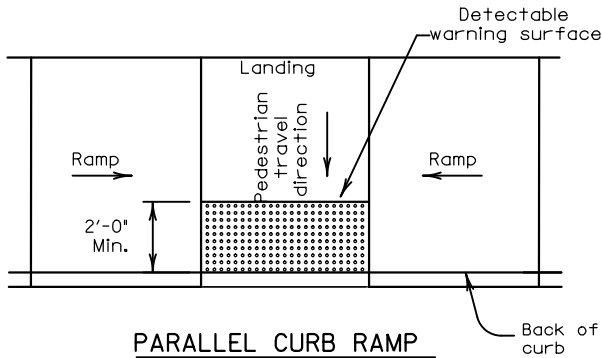
Sidewalks

26. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within one or more reach ranges specified in TAS 308.
27. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
28. Street grades and cross slopes shall be as shown elsewhere in the plans.
29. Changes in level greater than 1/4 inch are not permitted.
30. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than 5% must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with TAS 505.
31. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
32. Driveways and turnouts shall be constructed and paid for in accordance with Item 'Intersections, Driveways and Turnouts'. Sidewalks shall be constructed and paid for in accordance with Item, 'Sidewalks'.
33. Sidewalk details are shown elsewhere in the plans.

1.6.6.a



Typical placement of detectable warning surface on sloping ramp run.



Typical placement of detectable warning surface on landing at street edge.

SHEET 2 OF 4



PEDESTRIAN FACILITIES
CURB RAMPS

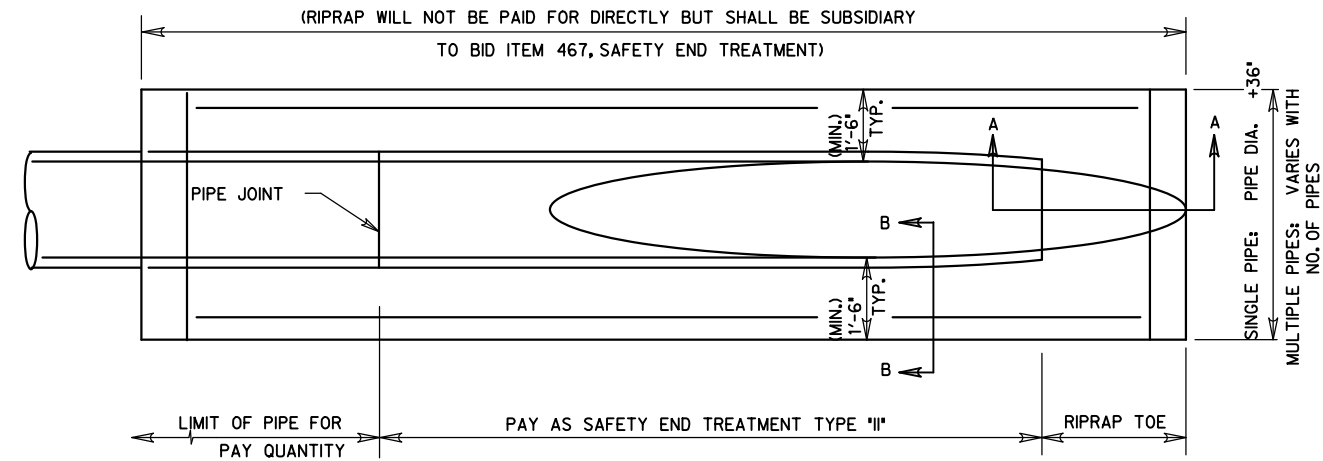
PED-12A

FILE: ped12a.dgn	DWG: TxDOT	CHK: RM	DWG: TxDOT	CHK: V
©TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST			

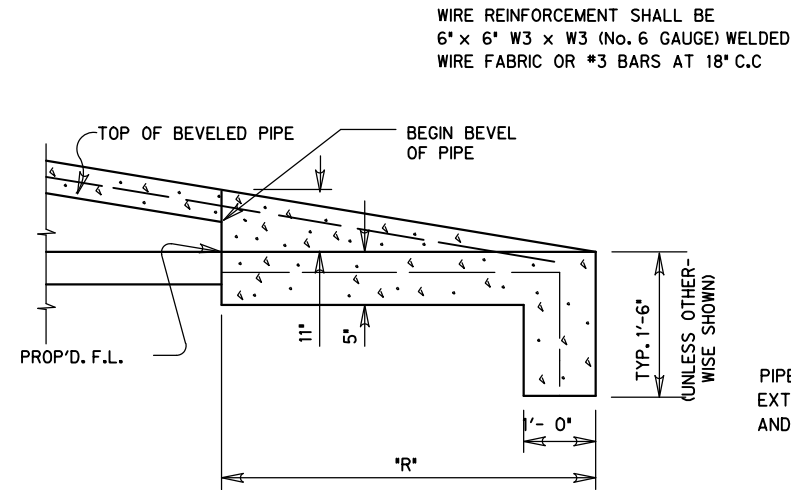
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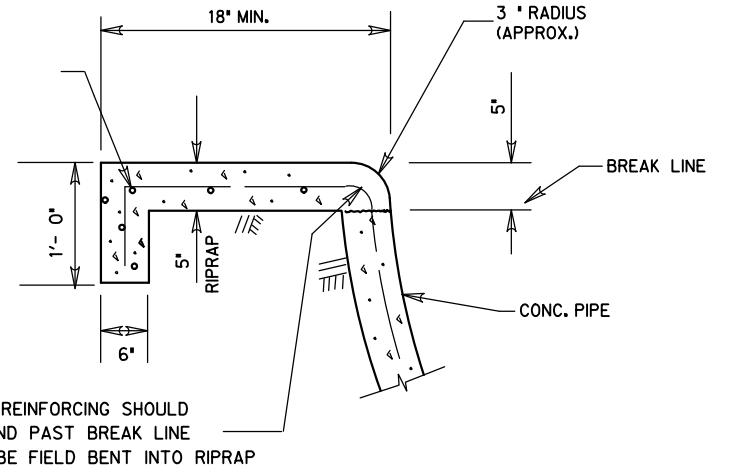
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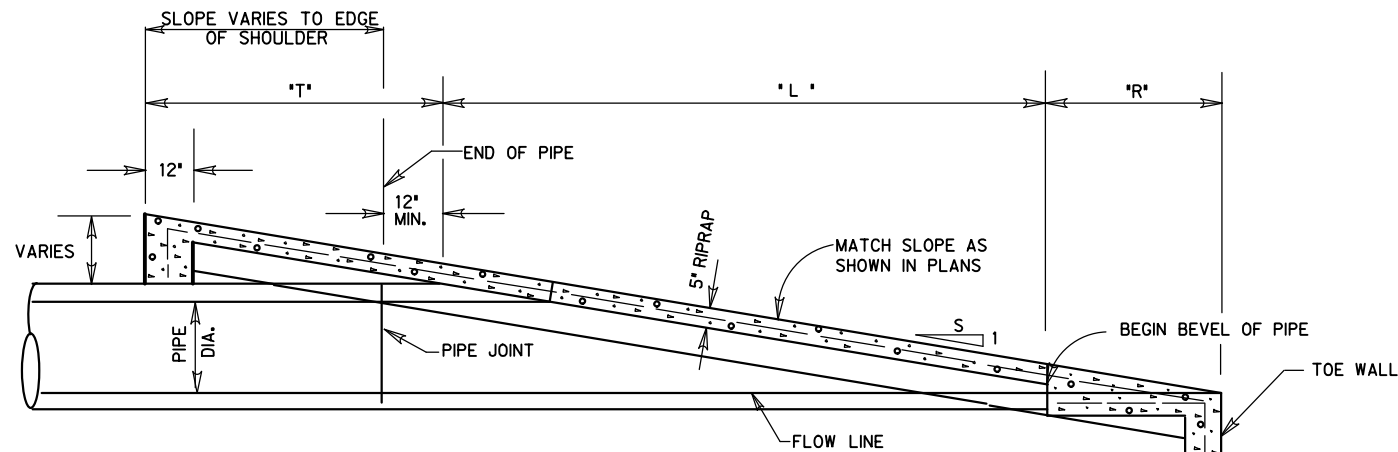
PLAN VIEW



SEC. A-A



SEC. B-B



ELEVATION
SAFETY END TREATMENT

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	*L*			
	3:1	4:1	5:1	6:1
12	2'-0"	2'-8"	3'-4"	4'-0"
15	2'-9"	3'-8"	4'-7"	5'-6"
18	3'-6"	4'-8"	5'-10"	7'-0"
24	5'-1 1/2"	6'-10"	8'-6 1/2"	10'-3"
30	6'-9"	9'-0"	11'-3"	13'-6"
36	8'-6"	11'-4"	14'-2"	17'-0"
42	10'-1 1/2"	13'-6"	16'-10 1/2"	20'-3"
48	11'-9"	15'-8"	19'-7"	23'-6"

⊗ DRIVEWAYS & TURNOUTS ARE 6:1 ONLY

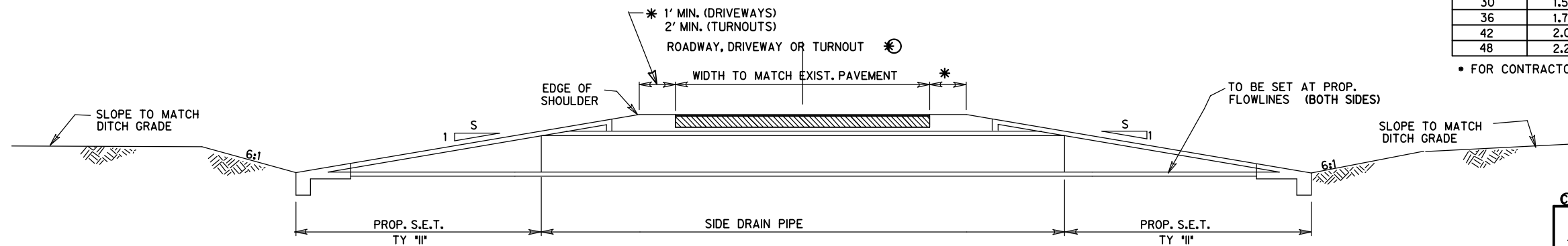
RIPRAP TOE LENGTHS

SLOPE	*R*	*T*
3:1	2'-9"	1'-9"
4:1	3'-8"	2'-4"
5:1	4'-7"	2'-11"
6:1	5'-6"	3'-6"

ESTIMATED RIPRAP VOLUME (CY)

PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12	.9	1.1	1.3	1.6
15	1.0	1.2	1.5	1.8
18	1.1	1.4	1.6	1.9
24	1.3	1.6	2.0	2.3
30	1.5	1.9	2.3	2.7
36	1.7	2.2	2.7	3.2
42	2.0	2.5	3.1	3.6
48	2.2	2.8	3.4	4.1

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)




TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS, ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

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TEXAS DEPARTMENT OF TRANSPORTATION

SAFETY END TREATMENT
DETAILS

REV. 9/16 SET.D/

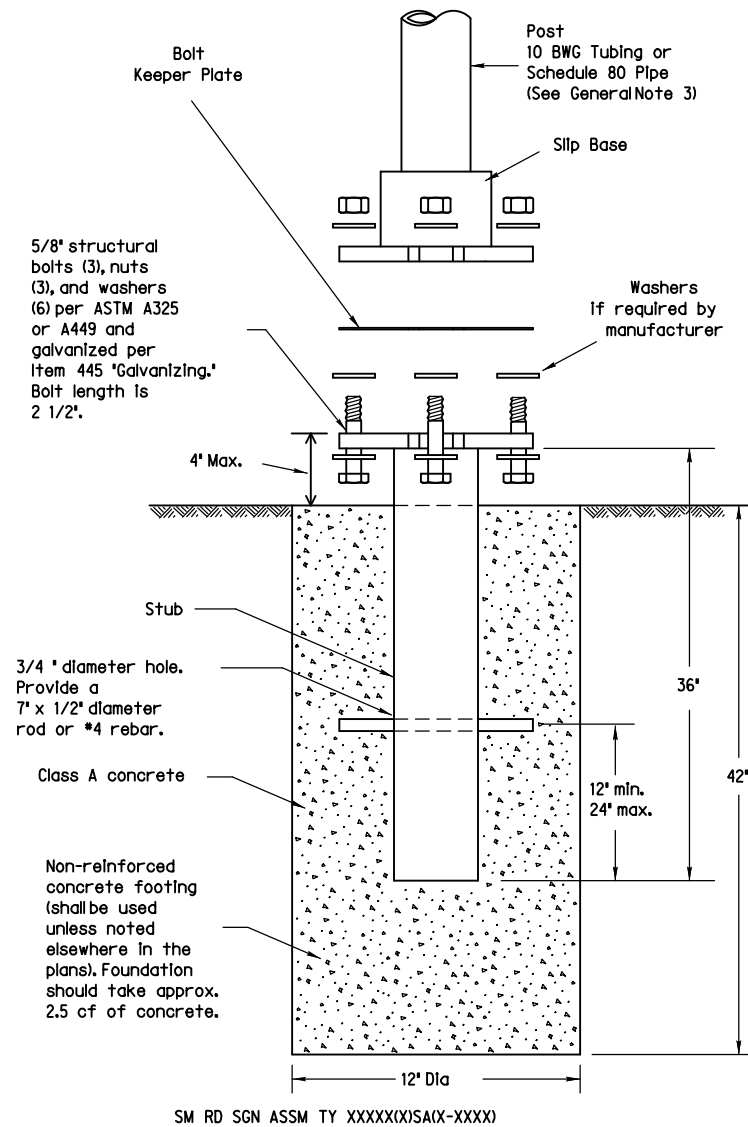
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6		39
STATE	COUNTY	CONT.
TEXAS	21	

Packet Pg. 160

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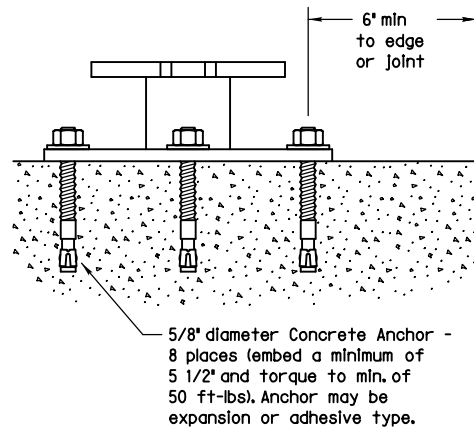
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxyes and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10 BWG Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
 - Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
 - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
 - Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 Gr C
 - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 - Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation

- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
- The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
- Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
- Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
- The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.



Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

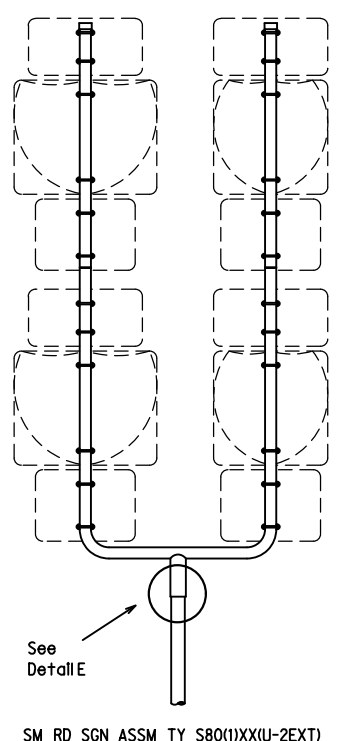
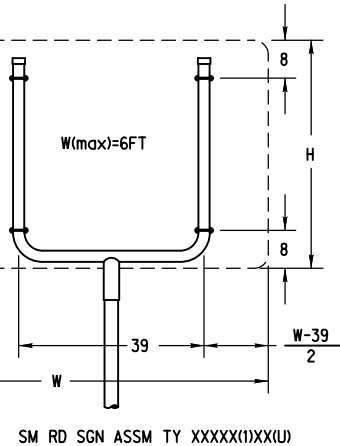
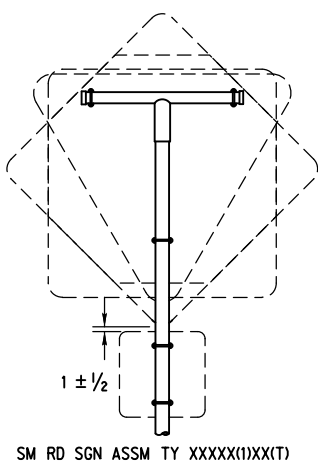
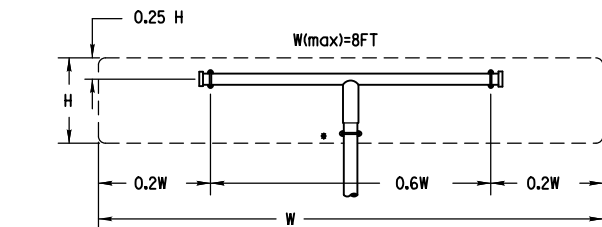
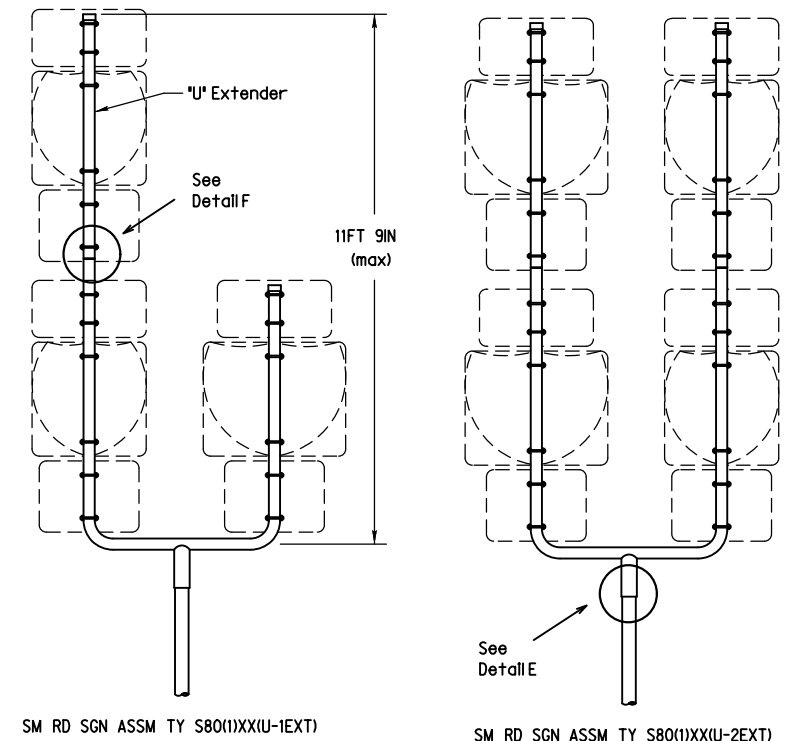
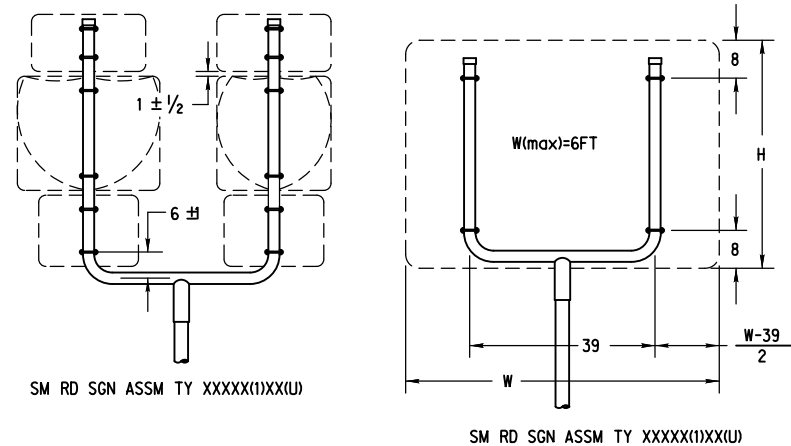
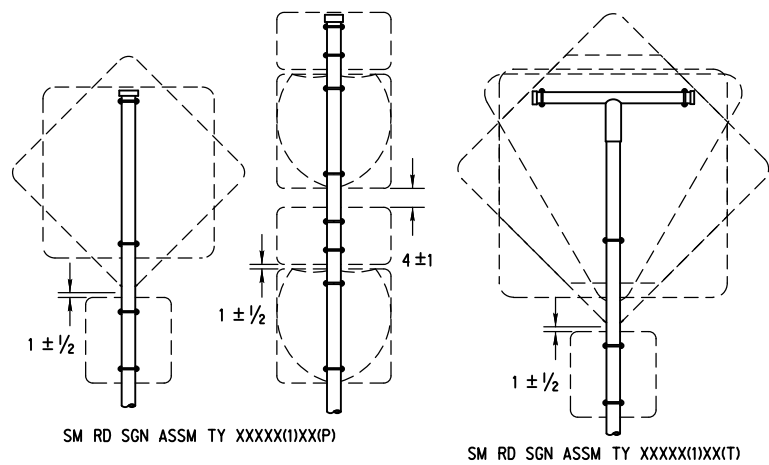
SMD(SLIP-1)-08

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9-08	REVISIONS	CONT	SECT	JOB
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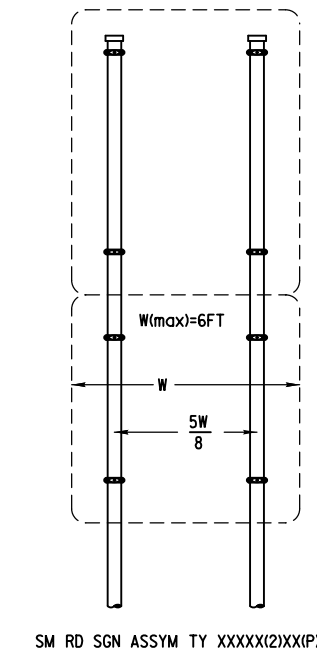
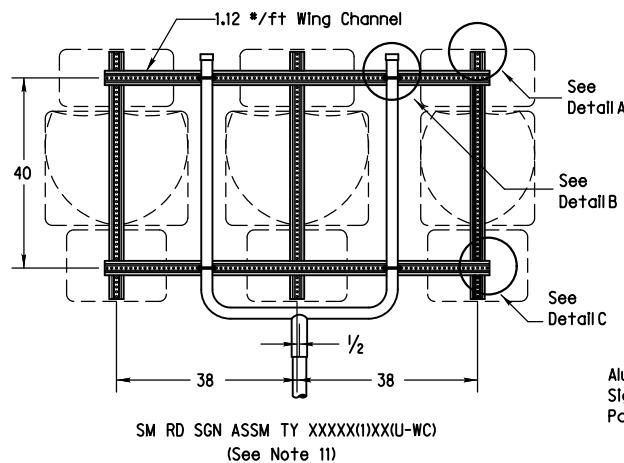
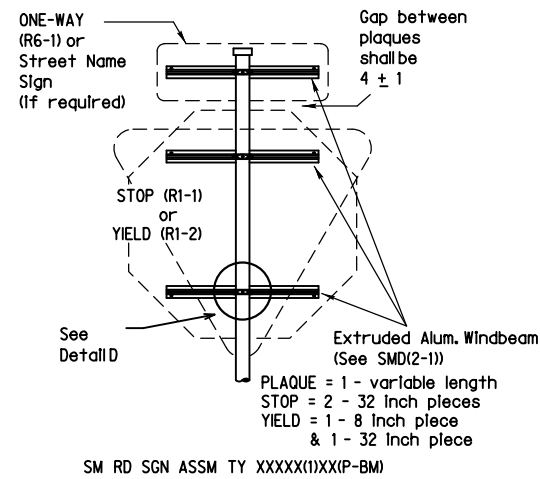
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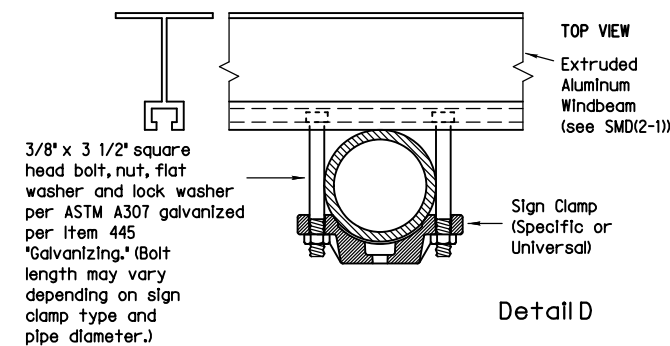
SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english
unless detailed otherwise.



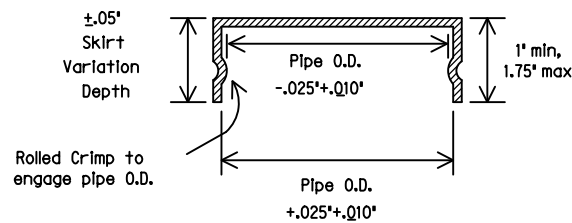
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SIDE VIEW

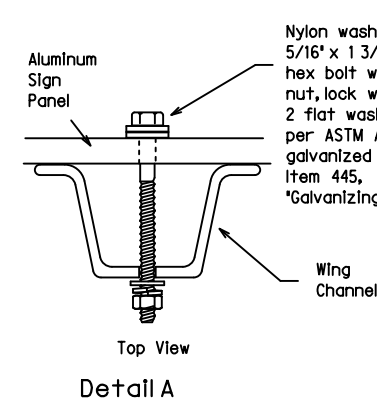


Detail D

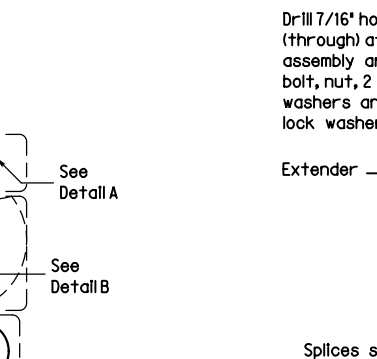
FRICION CAP DETAIL



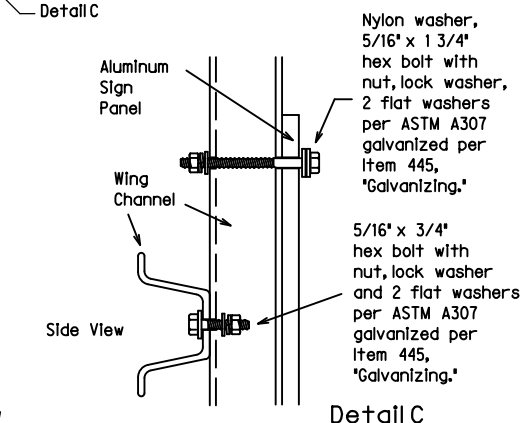
Rolled Crimp to
engage pipe O.D.



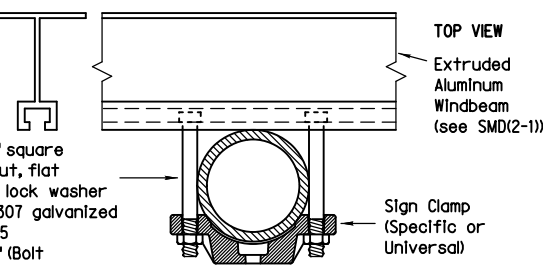
Detail A



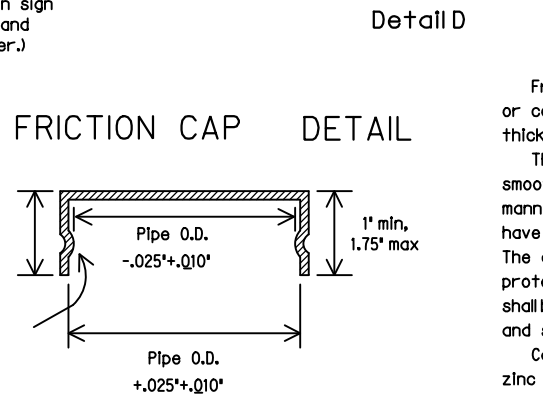
Splices shall only be allowed behind the sign substrate.



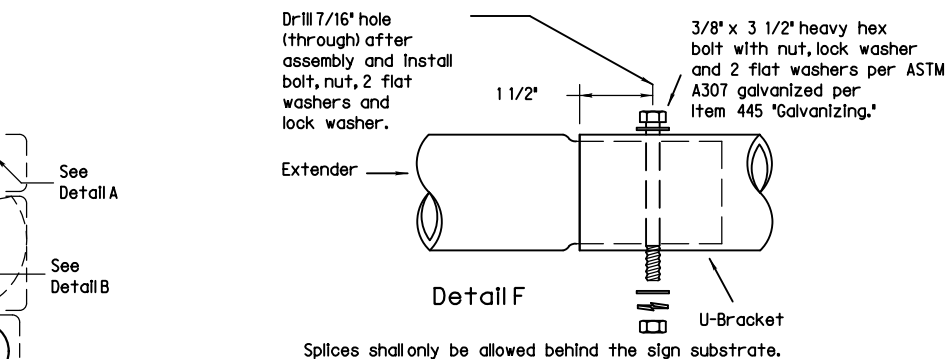
Detail C



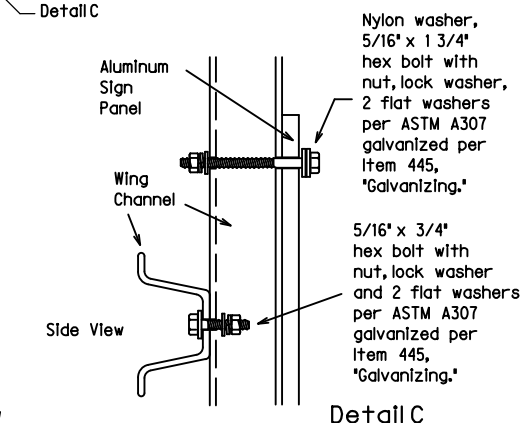
Detail D



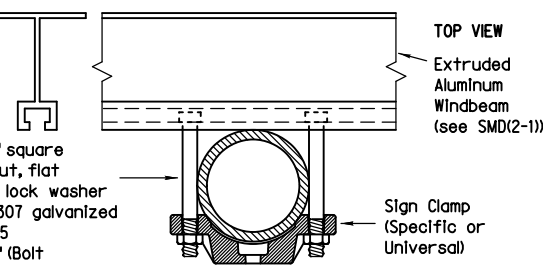
Detail E



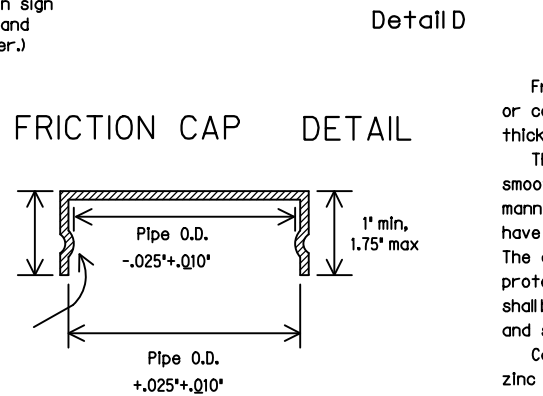
Detail F



Detail C



Detail D



Detail E

GENERAL NOTES:

- | SIGN SUPPORT | # OF POSTS | MAX. SIGN AREA |
|--------------|------------|----------------|
| 10 BWG | 1 | 16 SF |
| 10 BWG | 2 | 32 SF |
| Sch 80 | 1 | 32 SF |
| Sch 80 | 2 | 64 SF |
- The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
- Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
- Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
- For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
- When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
- Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
- Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
- Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
- Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
- Post open ends shall be fitted with Friction Caps.
- Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT		
Regulatory	SIGN DESCRIPTION	SUPPORT
	48-Inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
Warning	60-Inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-Inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
Warning	36x48, 48x36, and 48x48-Inch signs	TY 10BWG(1)XX(T)
	48x60-Inch signs	TY S80(1)XX(T)
Warning	48x48-Inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-Inch signs	TY S80(1)XX(T)
Warning	48-Inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-Inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
Warning	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)



SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

©TxDOT July 2002	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: T
9-08	REVISIONS	CONT	SECT	JOB
		DIST		HIGHWAY

Packet Pg. 162

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3049)

DOC ID: 3049 A

Consideration and ACTION to approve surveying services to the engineering services for the Street Improvement Project

When the engineering services were approved for the street project it did not include surveying since it was not know at the time what exactly would be needed. Hanson Professional Services has been working on the project and determined this is all that is needed. The work will be added to their contract. This is the lowest quote and AGH does a good job. \$7,350 is a good price for the work that will be done.

I recommend approval.

AGH Engineering & Surveying

6305 Paredes Line Road 78526 Tel. (956) 574-8300
TBPE Firm No. 5197 TBPLS #100840-00 Fax. (956) 574-8305

May 8, 2019

Mr. Richard A. Riggins, P.E.
Hanson Professional Services, Inc.
789 East Washington Street
Brownsville, Texas 78520

**Re: Professional Surveying Services for
Los Fresnos Street Improvements
AGH Job No. 2019-0082**

Dear Mr. Riggins:

This task order for surveying services is presented under the terms and conditions in the MSA dated July, 18 2018 for Professional Surveying (the Agreement) between Hanson Professional Services Inc. and AGH Engineering and Surveying, LLC (Surveyor). This task order includes providing professional surveying services in accordance with the Scope of Services provided by Hanson Professional Services Inc. and described in the attached Scope of Services related to preparation of design and construction drawings for the rehabilitation of various street within the City of Los Fresnos.

AGH Engineering and Surveying LLC proposes to perform the described work for a lump sum price of \$ 7,350.00. The proposed scope could be initiated within five working days of the authorization to proceed and be completed within fifteen working days after commencing the work.

Sincerely,



Alfredo G. Hernandez PE, RPLS
President

Attachments

Xc: file

Attachment: 2019 Street Improvements (3049 : 2019 Street Improvement Project)

SCOPE OF SERVICES SURVEY

The following Scope of Services is intended to produce site topography and boundary information that will help to enable the development of a set of accurate construction plan drawings for the construction of street rehabilitation for the City of Los Fresnos

Streets:

- North Brazil Street from Ocean Boulevard to West 2nd Street
- Pita Street from East 5th Street to East 6th Street
- East 5th Street from Arroyo Boulevard to Coma Street.
- ~~West 2nd Street from 160 feet East of the centerline intersection with Brazil Street to Mesquite Street~~ **A)**
- ~~West 8th Street from Nogal Street to Mesquite Street~~ **Al**
- ~~Palma Street from Ocean Boulevard to West 9th Street~~ **Al**
- Mesquite Street from Ocean Boulevard West 9th Street
- California Road from State Highway to canal

The Scope of Services to be provided includes the following:

Services include:

- (1) Developing topographic information within the Right of Way of North Brazil Street, Pita Street and East 5th Street, including the areas 5 feet beyond the Right of Way on both sides of the streets including top of curbs and gutter elevations and all other features and structures that will be affected by street reconstruction.
- (2) Alignment information within the Right of Way of West 2nd Street, West 8th Street, Palma Street, and Mesquite Street, from back of curb to back of curb, driveway and street intersection locations, and elevations on curb designated by the engineer.
- (3) Street alignment, pavement width, driveway locations, street intersections, cross sections at 100' intervals, and culvert locations with ditch flowline elevations on California Road.

Incidentals

All information shall be surveyed based on Texas State Plane Coordinates in feet, NAD 1983 datum. X, Y and Z coordinates shall be generated.

The location of the site shall be tied block corners on

Deliverables

Deliverables to be provided include the following:

1. Planimetric and topographic information on site.
2. Provide information in digital format (AutoCAD), as well as hard copy drawings.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3043)

DOC ID: 3043 A

Consideration and ACTION to approve providing a roll off container for citizen use once each quarter.

Juan Munoz has asked me to check into getting a roll off container once each quarter to be placed at Memorial Park for citizens to bring their trash as kind of a catch up time. Attached you can see it will cost about \$400 each time with I would guess a maximum of \$550 if really loaded full. That would be \$1,600 to \$2,200 per year so our budget can handle that with no problem.

I have similar concerns that Republic Services has in that with the roll off left unattended we have no way of knowing what is put in the container. Trash service is for our residents and businesses. What will happen is contractors and folks from outside of the city will start bringing all of their items and filling it up with their trash and unacceptable items. Contractors are not allowed to dispose of their construction material. They are required to take it to a landfill or separately get an appropriate sized container to handle the construction material.

When we negotiated the trash contract I was able to get more items included than most cities so we already allow our residents and businesses to place everything along the curb for trash pickup that would be allowed during this special once a quarter time so I would think people would just put it by the curb instead of loading it up and taking it to park to dump it. The list of acceptable items on a regular basis is attached. That same list would be what is acceptable on these 1 time a quarter events. Having the roll off at the park would also cause congestion at the park depending on what other activities were occurring at the park that particular weekend.

A possible solution would be to have this available at the water or sewer plant where it would be locked up when it is not attended. We already offer recycling at City Hall every Saturday from 9 am to 1 pm so we could move it to the water or sewer plant for that particular Saturday and handle both so we don't have the additional expense of labor costs. Or to avoid confusion as to where the recycling is located we could move recycling permanently to the water or sewer plant every Saturday. It is just not as convenient of a location for our residents.

I am open to doing whatever you feel is best.

Mark,

As per our conversation yesterday, Republic Services would be able to provide a roll-off container once a quarter on a Saturday, as per the Cities request and with the following conditions;

1. The container would have to be delivered on Friday as we do not run trucks on Saturday.
2. Container would be picked up and serviced on Monday of the new week.
3. We would honor the City Rate pricing (Current Pricing for Roll-off for the 2018-2019 year is \$224.26 for the Haul Rate and \$33.59 per ton)

Considering the weight will vary, a simple calculation to give you an idea of what kind of cost the City would incur would be $\$224.26 + \$184.75 (\$33.59 \times 5.5 \text{ tons}) = \409.01 . Keep in mind that if the tonnage is higher, then the price will also increase. Considering that the Roll-off container will not be manned and will end up being there until Monday of the new week, it's safe to assume that the container will be full. Another thing to keep in mind is that the possibility of having items dumped that we do not accept is a possibility which in turn could cause some other possible concerns, especially if it's hazardous wastes or asbestos, etc... Please let me know how you would like to proceed.

Thank You,

Omar Rodriguez
Municipal Services Manager

9402 W. Expressway 83
Harlingen, TX 78552
e orodriguez2@republicservices.com
o 956-367-0769
w www.RepublicServices.com



ATTENTION RESIDENTS OF LOS FRESNOS

IMPORTANT INFORMATION CONCERNING YOUR BRUSH / BULKY ITEM SERVICE

Once per month, (see schedule below), you will receive a brush /bulky item pick-up for a total of 12 collections per year. Please keep brush free of debris listed below under items not collected. Keep brush in a separate pile from bulky items (see below). Place brush/bulky items at the curb instead of the alley to avoid access problems.

Note: Brush must not exceed 8 feet in length.

ACCEPTABLE & UNACCEPTABLE ITEMS

Brush Acceptable Items	Bulky Items Acceptable Items	Items Not Collected Under Brush/Bulky Service	
Tree Limbs Shrubs Grass (must be bagged) Leaves (must be bagged)	Furniture Sofa Table Chairs Mattress Washer / Dryer Water heater Stove	Tires Construction material Demolition Roof shingles Corrugated metal Sheet rock Concrete / asphalt Lumber Cardboard boxes	Liquids Hazardous materials Block / brick Dirt Car parts Household garbage Batteries Items containing Freon
IMPORTANT NOTE: Items containing Freon such as refrigerators, freezers, or a/c units must have the Freon removed by an authorized facility and be labeled with a decal from that facility indicating that it has been removed.		Or any items not listed as acceptable under brush / bulky items. Contact Allied Waste Customers Service for all disposal needs.	

BRUSH/BULKY ITEM COLLECTION SCHEDULE

2019		
Jan 14- Jan 18	May 20 – May 24	Sep 16 – Sep 20
Feb 18- Feb 22	Jun 17 – Jun 21	Oct 14 – Oct 18
Mar 18 - Mar22	July 15 – July 19	Nov 18 - Nov 22
Apr 15- Apr 19	Aug 19 – Aug 23	Dec 16 - Dec 20
Important Note: Please be sure to have your brush/bulky items at the curb, ready for pick-up immediately prior to your scheduled week. Truck will only make one pass and cannot return for late set outs.		

IMPORTANT SERVICE GUIDELINES

Please do not place items within 6 feet of any obstacles such as gas or water meters, telephone service boxes, overhead wires of any kind, parked cars, building overhangs, etc... In order to help achieve recycling goals please place your brush and bulky items in separate piles.

We greatly appreciate your cooperation in helping us keep the City of Los Fresnos as beautiful as it can be! If you have any questions or service concerns please contact Republic Services customer service at 1-800-423-7316.



ATENCION: RESIDENTES DE LOS FRESNOS

INFORMACION IMPORTANTE SOBRE LA RECOLECCION DE RAMA SERVICIO DE RAMA/MATERIALES BULTOSOS

Una vez al mes (vea grafica de abajo) recibira recoleccion de rama/materiales bultosos (12 recolecciones al año) Favor de mantener la rama libre de materiales como llantas, desperdicios de construccion, metal, plastico, muebles, electrodomesticos, llantas, ladrillos, piedras, etc. Favor de mantener en tramos no mas grandes de 8 pies de largo. (favor de no depositar rama en los callejones, solamente se recogera frente a su casa).

ARTICULOS ACEPTABLES Y NO ACEPTABLES

Rama Articulos Aceptables	Articulos bultosos Articulos Aceptables	Articulos que no se levantarán Bajo el servicio de "Rama / Articulos Bultosos"	
Rama de arbol Arbustos Zacate (en bolsado) Hojas de vegetales (en bolsado)	Muebles Sofas Mesas Sillas Colchones Lavadoras / Secadoras Calentadores de agua Estufas	Llantas Mater. de Construccion Demoliciones Tejas de techos Metal corrugado Sheet rock/lam. de yeso Concreto / asfalto Madera Cajas de carton	Liquidos Materiales peligrosos Block y ladrillo Tierra Partes de Autos- Basura Casera- Baterias
NOTA IMPORTANTE: Articulos que contengan Freon, como refrigeradores, congeladores o unidades de A/C deberan de retirar el Freon por medio de una Compañia autorizada y deberan portar una etiqueta del mismo, indicando que el Freon ha sido retirado.		Para preguntas acerca de la recoleccion especial de articulos inaceptables, favor de contactar al Departamento de Servicio al Cliente de Allied Waste, tambien para toda necesidad de disposicion de cualquier tipo de basura.	

ITINERARIO DE RECOLECCION DE RAMA / MATERIALES BULTOSOS

2019		
Jan 14- Jan 18	May 20 – May 24	Sep 16 – Sep 20
Feb 18- Feb 22	Jun 17 – Jun 21	Oct 14 – Oct 18
Mar 18 - Mar22	July 15 – July 19	Nov 18 - Nov 22
Apr 15- Apr 19	Aug 19 – Aug 23	Dec 16 - Dec 20
Nota Importante: Asegurese de tener su "Rama / Materiales bultosos en la banqueta lista para ser levantada, antes de la semana que le toca servicio. El camion solo pasara una vez y no regresara para lo que se retrase.		

INSTRUCCIONES IMPORTANTES

Favor de no poner la rama a menos de 6 pies de cualquier obstaculo, como medidores de gas o agua, cajas de utilidades, vehiculos estacionados, etc. Pongan su rama limpia y materiales bultosos en la banqueta antes del primer día de su semana de recoleccion. Para ayudar a la ciudad a obtener sus metas de reciclaje, favor de segregar su rama limpia y sus materiales bultosos. Agradecemos su cooperacion en ayudandonos a mantener la Ciudad de Los Fresnos tan bello posible!

**Si tiene alguna pregunta, favor de llamar nuestro departamento de operaciones a 1-800-423-7316.
GRACIAS!**

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3046)

DOC ID: 3046 B

Consideration and ACTION to appoint a person to the Los Fresnos Community Development Corporation Board.

Luis Mascorro has been a good board member for many years but is not longer able to attend the meetings so he has resigned. The Council needs one individual to serve the remaining 2 year term until February 2021. The meetings are held on the first Monday of each month at 6:00 pm. State Law requires that the individual lives or works within our trade area. Our trade area is quite large due to the rural nature of our location and includes most of our school district boundary. A volunteer form is attached for you to give out to someone or you can have them see Jackie to fill out an application.

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 (3046 : Appointment to CDC Board)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3013)

DOC ID: 3013 A

City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Underground Canal K. Update Planning & Zoning Ordinance L. Drainage Update M. Boys & Girls Club Quarterly Report N. Chamber Quarterly Report

A. Wastewater Plant Update - Construction is complete for the sludge project. The plans and documents were sent to TWDB in December for the chlorine contact basin. The plans and documents were sent to TWDB in for the headworks project. We are waiting for their approval. Once these are approved by TWDB we can advertise for bids.

B. Water Plant Update - We have approval from TCEQ and TWDB to proceed with working to get the upgrades done on the water plant and distribution lines. It is included in the study under C.

C. Water & Wastewater Engineering Study - The water & wastewater portions have been approved by TCEQ and TWDB. The Council approved asking for about \$1,600,000 to fix 3 lift stations, run sewer service to the new annexed areas on West Highway 100, replace some old manholes and replace some old sewer lines. The Council approved the upgrades needed at the water plant and water system for \$3,700,000. There are no grants available for this but we can probably get a low interest loan. The intent will be to do this with no increase in sewer rates. The amounts we can save on repairs can go towards the loan payment. We are working with TWDB on submitting an application.

D. Whipple Road Wastewater Extension - Hanson Professional Services has the documents ready for us to advertise, bid, award contract and begin construction. The City has to acquire the easements prior to that. I have not had time to work on these easements since I have been concentrating on the Henderson Road Project. I plan to get on it soon.

E. Nature Park - It looks like we will have approximately \$67,040.30 in remaining funds available to complete the bird blind, the drip station and do some habitat restoration. Now that we know the amount we will begin to get plans and specifications ready for bid. The playground is currently being installed and will be completed in May. It will be a tremendous addition and will fit perfectly in with the nature park theme.

F. Hike & Bike Trails - We are waiting for the interlocal agreement from TPW. This will release the \$200,000 TPW grant funds. I have met with Halff Associates to review the project again. They will be working on the actual connection with the Hike & Bike Trails to the Nature

Park since the trail in the park is installed. Once these 2 things are done we can bid the project. We don't have a time line but it should be ready to bid by June or July. I have contacted the Legacy Foundation about their grant of \$500,000 for the project and the funds are still waiting on us. The Hike & Bike Trail design is on the agenda for approval at this meeting.

G. CDBG 2017-2018 Grant - This is to upgrade drainage on Ash Street, Ebony Street and Pecan Street along the canal as well as on East Sixth Street and Ebano Street. The drainage work is complete. The paving on Sixth Street is complete. As soon as CDBG authorizes us for the paving of Ash Street we will start paving. We expect that approval any day but is taking longer than expected.

H. Henderson Road Project - I hope to have some proposals to submit at the meeting in May. I have made contact with all of the 10 property owners. I will report on the properties that are secured and the ones that are not and what the difficulties are. Much progress is being made.

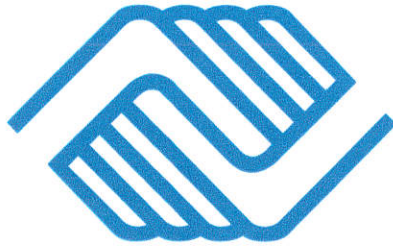
I. City Hall Project - Work is continuing.

J. Underground Canal - The grant we applied for was denied. We will try again next year and work on some of the comments that they said would be favorable for approval. Most of them are for the drainage district to handle. One of the main things is they want the engineering for the project to be done and all of the grant funds to be utilized for construction and it be ready for construction. We have contacted the engineer and the cost for doing that is \$25,000. The drainage district would like for us to commit to half and they will pay half. If we do this it will help us tremendously and be in much better position for approval of the grant the next time.

K. Update Planning & Zoning Ordinance - Municode is looking at our existing ordinance to see what they suggest.

L. Drainage Update - Cameron County Drainage District #1 is continuing to clean the ditches around the city as well as downstream. They have agreed to remove the area where the drain failed during the last flooding. They would like our assistance to find someone to haul off the concrete. I have asked Cameron County Irrigation District # 6 if they had use for the concrete and they do. I am working on getting prices for someone to haul it to the location. Additionally, they said they would install the new and larger pipe under the crossing south of the City if we could purchase the pipe. I am working on prices and sizes. Due to some rains a few weeks ago they said it would still be about a month before they could do either of these. Pederson Construction has begun cleaning the seepage ditch on the east side of his property that is the main drainage that we have had problems with. He should be finished within another week or so. We will work on cleaning the area close to Highway 100 around O'Reilly's Auto Parts. If I see we can't get enough of our staff to get it done, we will contract it. I am also working with the owners of Pederson Construction, Zarsky Lumber and Community of Christ Church to get an easement for the drainage ditch behind their properties. If I can do that, Cameron County Drainage District # 1 will assume maintenance on the ditch to keep it clean. The owner on the north side of that drainage ditch that is the developer for Valle Alto will initially clean the ditch

and create a larger detention area. This is all positive for that area. One last project I am working on is we are applying for the disaster fund grant for \$350,000. This will replace the pipe that some of you have seen coming from North Canal and Jacqueline Streets and drains under the railroad continuing underground to the west. The grant will pay to replace all of that. Additionally, it will pay to pave all of East Tenth Street and possible a portion of Whipple Road. Of course this is all dependent on approval of the grant. These were identified along with FEMA as problems during the June rain event of last year.



BOYS & GIRLS CLUBS OF LOS FRESNOS

Quarterly Report 2019

Reporting Period (Underline One)

Jan-March

April-June

July-September

Oct-Dec

Mission: To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.	
Vision: Provide a world-class Club Experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.	
Quarterly Payment Amount: \$15,000	Annual Payment Amount: \$60,000
Total Number of members served this quarter: <u>311</u>	
Total Number of Youth Participating in Tutoring: <u>118</u>	Total Number of Youth Participating in Sports & Fitness: 187 (Basketball) + 6 (Boxing) = <u>193</u>
Tutoring: Number of members passing: <u>102</u> Number of members who improved in Reading or Math: <u>115</u> Number of members who passed to the next grade level: <u>0 (Pending next quarterly report)</u>	
Sports & Fitness - BMI: Number of members who participated in BMI assessment: <u>84</u>	
Sports & Fitness – Basketball: Number of Teams: <u>20</u> Number of Games Played: <u>22</u>	
<u>Number of girls:</u> Ages 5-6: 5 Ages 7-8: 9 Ages 9-10: 15 Ages 11-12: 25	<u>Number of boys:</u> Ages 5-6: 11 Ages 7-8: 35 Ages 9-10: 40 Ages 11-12: 47

Attachment: B G CLUB QUARTERLY REPORT 2019 (3013 : City Manager Report)

2:40 PM

Boys and Girls of Los Fresnos
Profit & Loss
 January through March 2019

04/12/19

Accrual Basis

	Jan - Mar 19
Ordinary Income/Expense	
Income	
City of LosFresnosAgree\$15000/Q	15,000.00
GRANTS	24,755.95
CONTRIBUTIONS	1,342.84
PROGRAM REVENUES	
Public Support Sponsors	
CONTRACTS	20,839.44
Total Public Support Sponsors	20,839.44
Program Fees	29,814.00
Total PROGRAM REVENUES	50,653.44
MEMBERSHIP REVENUE	
Membership Fees (Service Fees)	660.00
Total MEMBERSHIP REVENUE	660.00
Total Income	92,412.23
Expense	
GRANT	
Grant Writing	933.00
Total GRANT	933.00
PROGRAM EXPENDITURES	
Occupancy (Building)	2,962.92
Direct Payroll	
Wages	39,031.28
Criminal Background Check	174.23
Insurance	1,668.00
Payroll Service	253.20
Total Direct Payroll	41,126.71
General Program	
EDP	1,380.55
Equipment	175.21
Equipment Rent	372.48
Insurance	748.00
Mobile	555.63
Staff	674.36
Storage	424.00
Supplies	9.61
Unclassified	23.78
Total General Program	4,363.62
PROGRAMS	
After School	10,240.96
Basketball	950.00
Community Sponsorships	125.00

Attachment: B G CLUB QUARTERLY REPORT 2019 (3013 : City Manager Report)

2:41 PM

Boys and Girls of Los Fresnos

04/12/19

Balance Sheet

Accrual Basis

As of April 12, 2019

	Apr 12, 19
ASSETS	
Current Assets	
Checking/Savings	43,735.93
Accounts Receivable	19,999.94
Other Current Assets	1,207.00
Total Current Assets	64,942.87
Fixed Assets	650,633.02
TOTAL ASSETS	715,575.89
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	3,510.63
Other Current Liabilities	1,091.60
Total Current Liabilities	4,602.23
Total Liabilities	4,602.23
Equity	710,973.66
TOTAL LIABILITIES & EQUITY	715,575.89

Attachment: B G CLUB QUARTERLY REPORT 2019 (3013 : City Manager Report)



www.losfresnoschamber.com

Board of Directors 2019

President – John Michael Aguilar
Vice Pres – Pedro Maldonado
Secretary – Adrianna Justis
Treasurer – Joe Aguilar
Director – Filiberto Pereira
Director – Alma D. Gonzalez
Director – Joe Aguilar
Director – Irene Romero
Director – Dr. Antonio Vázquez
Director – Andrés Duran

Executive Director – Val Champion
Administrative Assistant – Terry Sandate

203 N. Arroyo - Los Fresnos Texas 78566

956 233-4488

office@losfresnoschamber.com

QUARTERLY REPORT

1ST QUARTER 2019

Presented to

THE LOS FRESNOS CITY COUNCIL

April 22, 2019

Attachment: 1st Quarter Report CHAMBER (3013 : City Manager Report)

QUARTERLY REPORT

1ST QUARTER – 2019

2019 Board of Directors:

President - John Michael Aguilar
 Vice President - Pedro Maldonado
 Secretary – Adrianna Justis
 Treasurer – Joe Aguilar
 Director – Irene Romero
 Director – Alma Gonzalez
 Director - Feliberto Pereria
 Director – Dr. Antonio Vasquez
 Director – Andres Duran
 Past President (Ex-Officio) – Ramón Ortiz

Membership:

New Members – 1st Quarter 2019:

---Hughston Insurance Agency
 ---Real Estate Outfitters, Inc.
 ---TNT Fuentes MMA
 ---Dos Rios Resort Lodge

The Rodeo Parade:

This year the Parade entries numbered 49, and was held on Saturday, February 16th. Also, this year the parade included a fly-over by the Commemorative Air Force. The Parade Judges awarded first, second, and third prizes for the following categories: Float, Band, Dance/Walking, and Equestrian.

Four Seasons Promotion Campaign:

As reported in previous quarters, the Four Seasons Promotion Campaign continues to grow as the Chamber membership increases. The Campaign has become an excellent sales tool to secure new members because it focuses on announcing the products and or services their businesses offer.

Workshops & Seminars:

Approximately 15 workshops and seminars were offered via our in-kind relationship with neighboring Chambers. Grateful commentaries from members indicate that this endeavor is helpful to the community.

Los Fresnos Under the Stars Artisan Market:

The Artisan Market was designed to be a monthly market offering artisan and food vendors as well as free entertainment and games. The first market was held in November 2017 and has continued every month since then. In July, October and December we combine the market with our Fourth of July Celebration, Halloween and Christmas Festivals. And, in February we combine the market with Rodeo. The market has been successful and well received by our community.

Los Fresnos Farmers Market & Food Hub:

The Los Fresnos Farmers Market & Food Hub is a project in the initial planning stages presented to us by David Robledo, an English Professor at Texas Tech University. The project would plan to promote land stewardship and small farm economies by creating a Farmers Market location somewhere on East Ocean Boulevard to capitalize on the traffic to/from South Padre Island. The physical market would be designed by Texas Tech architects. The project would help foster economic opportunity for our community by improving access to fresh locally grown produce. Plans indicate that initial funding would come from a Texas Tech University grant. The Chamber would be disposed to help explore ways in which we may be of assistance to the development of this project. Mr. Robledo estimates that more concrete plans may become available by the end of April 2019.

Financial Reports:

Attached are the Balance Sheet, the Profit and Loss Statement, and the Statement of Cash Flows for the period ending March 31, 2019.

The Balance Sheet shows the Chamber's position as of March 31st and indicates that we can handle the ebbs and flows of revenues and expenses.

The Profit and Loss Statement shows the Chamber's performance during the period and reports our income and expenses.

The Cash Flow Statement organizes and reports the cash generated and used during the year. It converts the items reported on the P & L from accrual basis to cash basis.

Respectfully submitted on Behalf of the Board of Directors,

Val Champion
Executive Director
Los Fresnos Area Chamber of Commerce
April 22, 2019

Enclosures:
Financial Statements

3:49 PM

04/24/19

Accrual Basis

Los Fresnos Chamber of Commerce

Balance Sheet

As of March 31, 2019

	Mar 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1000 · WF Bank Oper # 1728	6,523.81
1002 · Disaster Relief Account # 2478	809.75
1003 · Savings Account # 8707	2,903.05
Total Checking/Savings	10,236.61
Accounts Receivable	
1100 · *** ACCOUNTS RECEIVABLE ***	1,400.00
Total Accounts Receivable	1,400.00
Total Current Assets	11,636.61
TOTAL ASSETS	11,636.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2200 · *** PAYROLL LIABILITIES ***	
2401 · Fed Tax WH Liab	17.97
2402 · FICA Tax	233.81
Total 2200 · *** PAYROLL LIABILITIES ***	251.78
Total Other Current Liabilities	251.78
Total Current Liabilities	251.78
Total Liabilities	251.78
Equity	
3100 · Chamber Equity	6,240.84
Net Income	5,143.99
Total Equity	11,384.83
TOTAL LIABILITIES & EQUITY	11,636.61

Attachment: 1st Quarter Report CHAMBER (3013 : City Manager Report)

3:50 PM

04/24/19

Accrual Basis

Los Fresnos Chamber of Commerce

Profit & Loss

January through March 2019

	Jan - Mar 19
Ordinary Income/Expense	
Income	
4000 · *** REVENUE ***	
4001 · MEMBERSHIP DUES	9,100.00
4002 · INTEREST	0.20
4006 · CITY CONTRIBUTION	8,550.00
4012 · RODEO	
4012.10 · Parade Entry Fee	665.00
Total 4012 · RODEO	665.00
4025 · ARTISAN MARKET	
4025.10 · Vendor Income	1,810.00
Total 4025 · ARTISAN MARKET	1,810.00
Total 4000 · *** REVENUE ***	20,125.20
Total Income	20,125.20
Gross Profit	20,125.20
Expense	
*** GENERAL ADMIN EXPENSES ***	
6300 · ** MAINTENANCE **	
6305 · Maint PCs, Website & Software	616.82
Total 6300 · ** MAINTENANCE **	616.82
6350 · ** POSTAGE & DEL **	
6351 · Postage, Mailing Service	11.27
Total 6350 · ** POSTAGE & DEL **	11.27
6400 · ** OFFICE EXPENSE **	
6401 · General Office Supplies	140.98
Total 6400 · ** OFFICE EXPENSE **	140.98
6500 · ** PROFESSIONAL FEES **	
6501 · Accounting Fees	75.00
Total 6500 · ** PROFESSIONAL FEES **	75.00
6550 · ** TELEPHONE EXP **	
6551 · Telephone, Land Line	53.25
6552 · Internet Provider Exp	176.24
Total 6550 · ** TELEPHONE EXP **	229.49
6650 · ** INSURANCE **	
6651 · Liability Insurance	132.66
Total 6650 · ** INSURANCE **	132.66
6700 · ** PAYROLL EXPENSE **	
6710 · LABOR EXP	
6711 · Payroll Executive	10,587.54
Total 6710 · LABOR EXP	10,587.54
6720 · ** PAYROLL BENEFITS **	
6451 · Travel Allowance	1,500.00
6721 · Fica Exp Co	809.95
Total 6720 · ** PAYROLL BENEFITS **	2,309.95
Total 6700 · ** PAYROLL EXPENSE **	12,897.49
Total *** GENERAL ADMIN EXPENSES ***	14,103.71

Attachment: 1st Quarter Report CHAMBER (3013 : City Manager Report)

3:50 PM

Los Fresnos Chamber of Commerce

04/24/19

Profit & Loss

Accrual Basis

January through March 2019

	Jan - Mar 19
6000 · *** EVENT EXPENSES ***	
6012 · Artisan Market	877.50
Total 6000 · *** EVENT EXPENSES ***	877.50
Total Expense	14,981.21
Net Ordinary Income	5,143.99
Net Income	5,143.99

3:55 PM

04/24/19

Los Fresnos Chamber of Commerce
Statement of Cash Flows
 January through March 2019

	<u>Jan - Mar 19</u>
OPERATING ACTIVITIES	
Net Income	5,143.99
Adjustments to reconcile Net Income to net cash provided by operations:	
1100 · *** ACCOUNTS RECEIVABLE ***	-1,350.00
2000 · *** ACCOUNTS PAYABLE ***	-150.00
2200 · *** PAYROLL LIABILITIES ***:2401 · Fed Tax WH Liab	-58.00
2200 · *** PAYROLL LIABILITIES ***:2402 · FICA Tax	-539.24
Net cash provided by Operating Activities	<u>3,046.75</u>
Net cash increase for period	3,046.75
Cash at beginning of period	<u>7,189.86</u>
Cash at end of period	<u><u>10,236.61</u></u>

Attachment: 1st Quarter Report CHAMBER (3013 : City Manager Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3017

SCHEDULED

ACTION ITEM (ID # 3017)

Financial Report 1. Monthly 2. Year to Date 3. Sales Tax

Call with questions.

I recommend approval.

CHECKLIST FOR GENERAL FUND				APRIL 2019
CK#	VENDOR NAME	Inv.Date	Amount	Description
301	CITY OF L.F. PAYROLL ACCT	04/04/19	\$ 69,868.49	DUE TO PAYROLL #13 4/5/19
313	CITY OF L.F. PAYROLL ACCT	04/17/19	\$ 73,213.63	DUE TO PAYROLL #14 4/18/19
33655	GFOAT/TML	04/02/19	VOID	VOIDED CHECK-CHECK NOT NEEDED
33656	AARON VILLARREAL	04/12/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 3/31/19
33657	GLORIA ROQUE	04/12/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 3/30/19
33658	JENNIFER GARCIA	04/12/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 4/6/19
33659	ALLIED WASTE SERVICES	03/31/19	\$ 330.99	30 YD ROLL OFF/PICK UP SVC-NEW CITY HALL
33660	ALLIED WASTE SERVICES	03/31/19	\$ 56,182.79	SOLID WASTE AND BRUSH COLLECTION-RESIDENTIAL/COM
33661	APPLIED CONCEPTS	04/03/19	\$ 59.00	INTERFACE CABLE FOR POLICE DEPT RADARS
33662	ARCHER BUSINESS SYSTEM	VARIOUS	\$ 899.85	COPIER METER READING-CITY HALL/PD/HEALTH/COURT
33663	BATTERY UNIVERSE	03/01/19	\$ 463.00	MOTOROLA SPEAKER MIC/ANTENNA FOR PORTABLE RADIC
33664	BIANCA RAMIREZ	04/10/19	\$ 215.00	PER DIEM-TX EMERGENCY MGMT CONFERENCE 4/15-4/18/1
33665	CHARLIE BANDA	04/10/19	\$ 215.00	PER DIEM-TX EMERGENCY MGMT CONFERENCE 4/15-4/18/1
33666	CITY OF BROWNSVILLE	03/31/19	\$ 72.00	USE OF SANITARY LANDFILL
33667	CITY OF LOS FRESNOS	03/20/19	\$ 20.32	WATER SERVICE-NEW CITY HALL
33668	CTD, INC	04/04/19	\$ 2,438.10	AMMUNITION FOR DUTY/PRACTICE-POLICE DEPT
33669	DIRECT ENERGY	VARIOUS	\$ 12,880.43	ELEC-DEC/JAN/FEB-PARKS/B&G CLUB/LIB/STREETS
33670	DIRECT ENERGY	VARIOUS	VOID	VOIDED CHECK-CONTINUED
33671	DIRECT ENERGY	VARIOUS	VOID	VOIDED CHECK-CONTINUED
33672	EMILIO GOMEZ	01/25/19	\$ 182.00	REPAIR TO WEEDEATER/RYOBI BLOWER
33673	FIRESTONE BFS	04/03/19	\$ 207.98	TIRES FOR KIOTI TRACTOR
33674	FOUR STARS DRIVE IN	VARIOUS	\$ 760.00	OCT 2018-MARCH 2019 PRISONER MEALS
33675	FUELMAN	VARIOUS	\$ 1,524.63	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
33676	GENE DANIELS	04/01/19	\$ 1,850.00	APR 2019-JUDGE/PHONE STIPEND
33677	GERONIMO SHELTON	04/01/19	\$ 451.00	APR 2019-FIRE MARSHAL
33678	GETTYSBURG FLAG WORKS	02/19/19	\$ 200.90	US AND TEXAS FLAGS
33679	GRANICUS	04/01/19	\$ 331.80	AGENDA/MINUTE-IQM2 SUBSCRIPTION
33680	HECTOR GONZALEZ	04/10/19	\$ 215.00	PER DIEM-TX EMERGENCY MGMT CONFERENCE 4/15-4/18/19
33681	HECTOR'S MUFFLER	VARIOUS	\$ 532.18	MOWING MACHINE REPAIRS/PD TRUCK REPAIRS
33682	HERNANDEZ INSTALLATIONS	04/03/19	\$ 337.50	REMOVAL/INSTALLATION-RADIOS TO NEW TRUCKS
33683	HUGA ALCALA	04/10/19	\$ 475.00	INSTALL NEW DUGOUT ROOF/FENCE
33684	JUAN RODRIGUEZ	04/10/19	\$ 215.00	PER DIEM-TX EMERGENCY MGMT CONFERENCE 4/15-4/18/19
33685	KENDRA HOUSE	04/12/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 4/7/19
33686	LT BOSWELL	04/02/19	\$ 36.00	SPARK PLUGS F-53
33687	LEXIS NEXIS RISK DATA	03/31/19	\$ 100.00	PEOPLE SEARCH PROGRAM
33688	LF CHAMBER OF COMMERCE	04/01/19	\$ 2,850.00	APR 201-SERVICE AGREEMENT
33689	LF VOLUNTEER FIRE DEPT	03/31/19	\$ 2,462.00	2ND QUARTERLY DONATIONS JAN/FEB/MAR
33690	LUIS RAMOS	03/31/19	\$ 5,115.00	MAR 2019-CUSTOMER SERVICE INSPECTIONS
33691	MCCOY'S BUILDING	04/04/19	\$ 196.72	TREATED LUMBER FOR BALL PARK REPAIRS
33692	MIDDLETON AIR	VARIOUS	\$ 253.14	AC REPAIRS AT CITY HALL SERVER ROOM/PD JAIL
33693	O'REILLY AUTO	VARIOUS	\$ 510.90	MARCH 2019-SUPPLIES FOR MAINT
33694	O'REILLY AUTO	VARIOUS	VOID	VOIDED CHECK-CONTINUED
33695	OMNIBASE SERVICES	03/31/19	\$ 2,280.70	1ST QTR ACTIVITY-JAN/FEB/MAR
33696	PABLO GARZA	04/10/19	\$ 271.95	MILES/PER DIEM-GFOAT SPRING INSTITUTE 4/14-4/16/19 AUS
33697	PETTY CASH	VARIOUS	\$ 38.97	WALMART-FRUIT-CITY EMPLOYEES/SUPPLIES-PD
33698	PUBLIC AGENCY TRAINING	04/05/19	\$ 700.00	REGISTRATION-J.CERDA/A.RAMOS-BEYOND TRAFFIC STOP
33699	ROAD RESCUE ASPHALT	04/02/19	\$ 1,364.00	50LB ASPHALT BAGS-STREET REPAIRS
33700	ROYAL METAL BUILDING	04/02/19	\$ 245.70	ROOFING SHEET METAL-BALL FIELD
33701	SANCHEZ TIRE SHOP	04/01/19	\$ 5.00	REPAIR FLAT- PD VEHICLE
33702	SIRCHIE FINGERPRINT	03/25/19	\$ 41.10	TEST KITS/EVIDENCE BAGS-POLICE DEPT
33703	SMARTCOM TELECOM	04/08/19	\$ 483.38	INTERNET SERVICE-CITY HALL/POLICE DEPT/COURT/PHONE
33704	STAFF FORCE	VARIOUS	\$ 2,704.80	CONTRACT LABOR-WEEKENDING3/24,3/31/19
33705	STATE COMPTROLLER	03/31/19	\$ 0.15	CHILD SAFETY SEAT FINES
33706	STATE COMPTROLLER	03/31/19	\$ 95,292.43	QUARTER ENDING 3/31/19
33707	SUSANA ESCOBEDO	04/04/19	\$ 22.62	REIMBURSE MILES-READING OUTREACH PROGRAM
33708	TIME WARNER CABLE	04/06/19	\$ 8.10	CABLE SERVICE-LIBRARY
33709	TRI-COUNTY COMMUNICATION	04/02/19	\$ 129.60	ON GLASS ANTENNAS-NEW PD TRUCKS
33710	TYLER TECHNOLOGIES	VARIOUS	\$ 7,469.94	ANNUAL MAINT-COURT CASE MGMT/DDR

Attachment: CC FINANCIAL REPORT APRIL 2019 (3017 : Financial Report)

33711	WAL-MART	VARIOUS	\$ 59.86	WEBCAM-PD/CAREER DAY PRIZE
33712	ZARSKY LUMBER	VARIOUS	\$ 1,481.30	MARCH 2019-SUPPLIES FOR MAINT
33713	GAVINO PALOMARES JR	04/26/19	\$ 50.00	OVER PAYMENT TICKET-E0018613
33714	MARIA GONZALEZ	04/26/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 4/20/19
33715	PRECILLA GARZA	04/26/19	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 4/21/19
33716	ALLIED WASTE SERVICES	04/15/19	\$ 631.09	30 YD ROLL OFF RENT/PICK UP SVC/NEW CH & PW
33717	AMAZON.COM	VARIOUS	\$ 347.54	BASKET BALL NETS/IPHONE CASES
33718	ANGIE LUGO	04/26/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 4/19/19
33719	ARTURO RAMOS	04/23/19	\$ 170.00	PER DIEM-PATC TRAINING-NEW BRAUNFELS, TX 4/28-5/1/19
33720	AT&T MOBILITY	04/01/19	\$ 1,257.58	MOBILE PHONE SERVICE
33721	CARLOS SALAZAR	04/26/19	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 4/13/19
33722	CHOCO'S TIRE SHOP	04/08/19	\$ 32.00	INSTALL TIRES/FLAT REPAIR-MOWERS
33723	CHRISTINE MARTINEZ	VARIOUS	\$ 75.64	REIMBURSE MILES-MONTHLY MEETINGS/TRAININGS
33724	CINTAS	04/12/19	\$ 207.20	MEDICAL SUPPLIES-CITY HALL/POLICE DEPT/COMM.CENTE
33725	DIRECT ENERGY	03/29/19	\$ 3,016.24	ELEC-CH/PD/COURT/SIGN/PARKS/ALAMO WH
33726	EDWARD'S PEST MANAGEMENT	04/11/19	\$ 136.00	PEST CONTROL-CH/PD/LIBRARY/ANIMAL SHELTER/PARK
33727	ENRIQUE JUAREZ	04/26/19	\$ 2,125.00	APRIL 2019-ATTORNEY FEES
33728	ENVISIONWARE, INC	04/15/19	\$ 671.90	PC RESERVATION/SOFTWARE LICENSE-LIBRARY PATRON
33729	FEDERAL EXPRESS	04/08/19	\$ 27.54	DELIVERY-STL RETURN DEPT
33730	FIRST COMMUNITY BANKS	VARIOUS	\$ 2,156.92	BANK FEES/TRAINING REGISTRATIONS/HOTELS-TRAINING
33731	FOREMOST TELECOM	04/15/19	\$ 80.42	INTERNET SERVICE-LIBRARY
33732	FUELMAN	VARIOUS	\$ 1,774.38	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
33733	GALLS, LLC	02/26/19	\$ 264.70	POLICE EQUIPMENT-A.GARZA
33734	GENE DANIELS	04/23/19	\$ 49.65	MILEAGE-REGIONAL JUDGE SEMINAR 5/7-5/9/19-SPI, TX
33735	HECTOR'S MUFFLER	VARIOUS	\$ 287.99	PD UNIT REPAIRS/OIL CHANGES
33736	HILLYARD	VARIOUS	\$ 1,882.65	CLEANING SUPPLIES-CITY BUILDINGS
33737	HOME DEPOT CREDIT	VARIOUS	\$ 226.06	SUPPLIES-BALL FIELD MAINTENANCE
33738	HUGHES NETWORK	04/04/19	\$ 112.41	SATELLITE INTERNET-EOC
33739	JOHN DEERE GOVT	03/20/19	\$ 62.20	MAINTENANCE SUPPLIES-MOWERS
33740	JOSE CERDA	04/23/19	\$ 170.00	PER DIEM-PATC TRAINING-NEW BRAUNFELS, TX 4/28-5/1/19
33741	LESLIE'S SWIMMING	VARIOUS	\$ 186.95	POOL TEST KITS/LEVEL FLOAT
33742	LOS FRESNOS NEWS	VARIOUS	\$ 495.00	ADVERTISING
33743	MAXIMINO TORRES	04/26/19	\$ 328.00	CLEANING-CITY VEHICLES-PD/PARKS/STREET DEPTS
33744	OFFICE DEPOT	03/29/19	\$ 191.99	OFFICE SUPPLIES-POLICE DEPT
33745	PETTY CASH	VARIOUS	\$ 34.86	POLICE DEPT SUPPLIES
33746	RATES/RGV	04/23/19	\$ 1,050.00	WATER QUALITY MGMT SPONSOR/STORMWATER CLASS-R
33747	SPLASHTOP INC	04/24/19	\$ 624.00	REMOTE DESKTOP SOFTWARE
33748	STAFF FORCE	VARIOUS	\$ 2,609.60	CONTRACT LABOR-WEEKEND3/10,3/17/19
33749	STAPLES	VARIOUS	\$ 175.26	OFFICE SUPPLIES
33750	SUSANA ESCOBEDO	04/18/19	\$ 30.28	REIMBURSE MILES-READING OUTREACH PROGRAM
33751	SWANK MOTION PICTURE	04/23/19	\$ 1,620.00	MOVIE LICENSES-PD MOVIE NIGHTS
33752	TACTICAL GEAR.COM	03/11/19	\$ 47.98	TACTICAL UNIFORM PANTS-PD
33753	TEAM GRAPHIX	03/22/19	\$ 200.00	TABLE COVER-COMMUNITY HEALTH EVENTS
33754	TMCEC	04/24/19	\$ 50.00	REGISTRATION-FINES & FEES SEMINAR-E.MACIAS- AUSTIN
33755	VEAE SERVICES	04/01/19	\$ 500.00	IT SERVICE CONTRACT-2ND QTR
33756	XEROX FINANCIAL	04/10/19	\$ 308.28	COPIER LEASE-LIBRARY FEB
33757	G&T PAVING	03/13/19	\$ 38,818.71	INV#1 MATCH-CDBG DRAINAGE/PAVING
		TOTAL	\$ 412,100.97	

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2019

PAGE: 1

1.8.1.a

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,629,826	30,001.64	1,520,397.46	0.00	109,428.54	93.29
30-NONPROPERTY TAXES	1,427,093	108,915.83	920,387.34	0.00	506,705.66	64.49
07-POLICE	575,620	41,390.97	295,300.74	0.00	280,319.26	51.30
10-HEALTH	7,800	1,285.00	7,660.00	0.00	140.00	98.21
12-GARBAGE	131,000	75,064.43	148,862.77	0.00	(17,862.77)	113.64
15-PARKS	23,500	0.00	0.00	0.00	23,500.00	0.00
16-LIBRARY	12,000	1,092.85	6,402.27	0.00	5,597.73	53.35
44-Misc Revenue	20,000	1.00	8,631.36	0.00	11,368.64	43.16
90-REIMBURSABLES	227,748	3,300.00	80,286.67	0.00	147,460.93	35.25
TOTAL REVENUES	4,054,587	261,051.72	2,987,928.61	0.00	1,066,657.99	73.69
<u>EXPENDITURE SUMMARY</u>						
02-ADMINISTRATION	503,781	14,563.29	319,918.99	4,336.76	179,524.85	64.36
03-MUNICIPAL COURT	229,740	15,393.21	109,869.73	736.44	119,133.83	48.14
04-TAX ASSESSOR COLLECTOR	39,737	196.45	26,179.59	0.00	13,557.41	65.88
06-ELECTIONS	18,098	0.00	12,329.26	0.00	5,768.74	68.12
07-POLICE	1,583,048	55,523.87	751,098.02	15,095.76	816,854.58	48.40
08-FIRE	122,457	451.00	71,973.75	0.00	50,482.81	58.77
09-ENGINEERING	65,000	0.00	34,080.17	0.00	30,919.83	52.43
10-HEALTH	136,539	2,558.72	42,468.26	269.00	93,801.70	31.30
11-EMERGENCY MEDICAL SERV	152,957	0.00	98,300.06	0.00	54,657.04	64.27
12-GARBAGE	5,500	108.13	1,983.98	0.00	3,516.02	36.07
13-STORM WATER	22,500	1,050.00	1,866.53	0.00	20,633.47	8.30
14-STREETS	328,376	4,377.89	197,594.13	6,712.30	124,070.05	62.22
15-PARKS	358,093	4,230.32	113,141.87	8,084.84	236,866.11	33.85
16-LIBRARY	224,609	6,593.89	84,260.47	621.65	139,727.02	37.79
17-COMMUNITY CENTER	13,661	681.99	5,613.67	0.00	8,047.33	41.09
18-EMERGENCY MANAGEMENT	42,000	701.32	40,729.21	0.00	1,270.79	96.97
19-ALL DEPARTMENT EXPENS	14,600	0.00	6,323.02	225.00	8,051.98	44.85
21-CITY PROMOTION	4,500	0.00	1,500.00	0.00	3,000.00	33.33
23-DSRIP-COMMUNITY HEALT	60,000	1,830.21	26,051.46	0.00	33,948.54	43.42
24-MENTAL TASK FORCE PRO	62,831	2,350.43	34,904.80	0.00	27,926.20	55.55
28-INFORMATION TECHNOLOG	64,953	1,183.91	16,077.57	215.00	48,660.43	25.08
TOTAL EXPENDITURES	4,052,980	111,794.63	1,996,264.54	36,296.75	2,020,418.73	50.15
REVENUE OVER/(UNDER) EXPENDITURES	1,607	149,257.09	991,664.07	(36,296.75)	(953,760.74)	9,465.90

Attachment: CC FINANCIAL REPORT APRIL 2019 (3017 : Financial Report)

CHECKLIST FOR WATER & SEWER				APRIL 2019
CK #	VENDOR NAME	Inv.Date	Amount	Description
302	CITY OF L.F. PAYROLL ACCT	04/04/19	\$ 31,655.24	DUE TO PAYROLL #13 4/05/19
314	CITY OF L.F. PAYROLL ACCT	04/17/19	\$ 31,406.54	DUE TO PAYROLL #14 4/18/19
148460	AT&T	03/29/19	VOID	VOIDED CHECK-CHECK LOST IN MAIL
148491	AGUAWORKS	03/20/19	\$ 254.00	4" YELOMIN MINE PIPE
148492	CCID #6	04/03/19	\$ 2,462.90	MAR 2019-RAW WATER
148493	CINTAS CORPORATION	VARIOUS	\$ 1,042.88	CLEANING OF WATER/SEWER UNIFORMS
148494	CITY OF LOS FRESNOS	02/20/19	\$ 1,323.57	WATER SERVICE-SEWER PLANT
148495	CORE & MAIN	VARIOUS	\$ 624.42	2-24" MANHOLE RINGS/COVERS/LIDS/UTILITY LOCATE P
148496	DEPARTMENT OF STATE HEALTH	04/03/19	\$ 726.36	WATER SAMPLES-PICKED UP BY TCEQ
148497	DEPARTMENT OF STATE HEALTH	04/02/19	\$ 52.92	6 ROUTINE WATER SAMPLES
148498	EAST RIO HONDO WATER	04/12/19	\$ 962.09	MARCH 2019-ERH SETTLEMENT
148499	FUELMAN	VARIOUS	\$ 765.49	FUEL FOR WATER/SEWER VEHICLES
148500	HECTOR'S MUFFLER	04/04/19	\$ 700.00	HYDRAULIC HOSE REPAIR-BACKHOE ARM
148501	LUIS MASCORRO	04/01/19	\$ 1,050.00	HIGH SCHOOL LIFT STATION REHAB-REPAIRS CONNEC
148502	MIDDLETON AIR	03/20/19	\$ 71.14	ALAMO WAREHOUSE A/C ELECTRICAL REPAIRS
148503	O'REILLY AUTO	VARIOUS	\$ 935.24	MARCH 2019-SUPPLIES FOR MAINTENANCE
148504	O'REILLY AUTO	VARIOUS	VOID	VOIDED CHECK-CONTINUED
148505	PABLO GARZA	04/10/19	\$ 271.95	MILES/PER DIEM-GFOAT SPRING INSTITUTE 4/14-4/16/19
148506	PRAXAIR	03/21/19	\$ 36.74	CHEMICAL CYLINDER RENTAL
148507	R.M.WALSDORF	04/02/19	\$ 14,400.00	REPLACE PUMPS AT N.ARROYO LS/HS LS-REPAIR MANH
148508	SMARTCOM TELEPHONE	04/08/19	\$ 141.64	INTERNET SERVICE-WATER/SEWER DEPT
148509	STAFF FORCE INC	VARIOUS	\$ 1,694.00	CONTRACT LABOR-WEEKENDING 3/24,3/31/19
148510	IE BROWNSVILL HERALD/AIM MEE	03/31/19	\$ 1,453.38	AD-NOTICE OF APPLICATION/PRELIM DECISION-TPDES F
148511	TX COMMISSION ON ENVIR	04/10/19	\$ 111.00	WASTE WATER TREATMENT OPERATOR LICENSE RENE
148512	TYLER TECHNOLOGIES	VARIOUS	\$ 2,738.38	ANNUAL HARDWARE MAINT AGREEMENT/UTILITY BILL N
148513	ZARSKY LUMBER	03/31/19	\$ 748.55	MAR2019-SUPPLIES FOR MAINTENANCE
148514	AGUAWORKS	04/16/19	\$ 144.20	140 FT SEWER PIPE-SEWER LINE MAINTENANCE
148515	AMAZON.COM	VARIOUS	\$ 250.84	HEAVY DUTY JACK-SEWER MACHINE/PHONE CASES
148516	ANA-LAB	04/11/19	\$ 132.00	WATER TESTING-TOC-RAW-COMBINED
148517	AT&T MOBILITY	04/01/19	\$ 360.61	MOBILE PHONE SERVICE
148518	CHEMTEX INDUSTRIES	04/15/19	\$ 290.00	LIFT STATION DEODORANT
148519	CINTAS CORPORATION	04/12/19	\$ 140.82	MEDICAL SUPPLIES-PUBLIC WORKS
148520	CORE & MAIN	04/09/19	\$ 153.28	MANHOLE ADJUSTER RINGS
148521	DIRECT ENERGY	03/29/19	\$ 9,026.87	ELECTRICITY-WATER/SEWER DEPT
148522	DPC INDUSTRIES	VARIOUS	\$ 6,324.44	CHLORINE/SULFUR DIOXIDE CHEMICALS-WATER PLANT
148523	EAST RIO HONDO WATER	VARIOUS	\$ 281.40	WATER SERVICE-EDAP LIFT STATIONS
148524	EDWARD'S PEST MANAGEMENT	04/11/19	\$ 29.00	PEST CONTROL-SERVICE CENTER
148525	FIRST COMMUNITY BANK	VARIOUS	\$ 5.25	BANK SERVICE FEES
148526	FUELMAN	VARIOUS	\$ 583.16	FUEL FOR WATER/SEWER VEHICLES
148527	GARCIA FENCE	VARIOUS	\$ 44,260.00	PERMIMETER FENCE-WATER/WASTEWATER TREATMEN
148528	GUZMAN & MUNOZ	04/17/19	\$ 1,200.00	RESPONSE/DATA COLLECTION-TCEQ
148529	HECTOR'S MUFFLER	04/22/19	\$ 225.00	ASH STREET PLAZA CUSTOM WATER METER GUARD
148530	HOME DEPOT	03/18/19	\$ 188.58	LIGHT REPAIRS-PUBLIC WORKS WAREHOUSE
148531	LOS FRESNOS NEWS	03/20/19	\$ 357.00	AD-APPLICATION-TPDES PERMIT-MUNICIPAL WASTEWAT
148532	LUIS MASCORRO	04/15/19	\$ 175.00	INSTALLED REPAIRED BINGLY LIFT STATION PUMP
148533	MAGIC VALLEY ELEC	04/14/19	\$ 95.83	ELECTRICITY-LIFT STATION-CACTUS RD
148534	MAXIMINO TORRES	04/26/19	\$ 176.00	CLEANING-W/S VEHICLES
148535	OFFICE DEPOT	04/09/19	\$ 195.38	PRINTER TONER-PUBLIC WORKS
148536	SANCHEZ TIRE SHOP	04/24/19	\$ 70.00	USED TIRES-WS-063
148537	STAFF FORCE INC	VARIOUS	\$ 1,610.00	CONTRACT LABOR-WEEKEND 4/7,4/14/19
148538	STAPLES	04/06/19	\$ 61.20	OFFICE SUPPLIES
148539	VEAE SERVICES	04/01/19	\$ 500.00	IT SERVICE CONTRACT 2ND QTR
148540	AT&T	03/29/19	\$ 1,059.61	REISSUE-CHECK LOST IN THE MAIL
		TOTAL	\$ 163,523.90	

Attachment: CC FINANCIAL REPORT APRIL 2019 (3017 : Financial Report)

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2019

05 - UTILITY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,718,750	179,057.70	1,438,382.87	0.00	1,280,367.13	52.91
TOTAL REVENUES	2,718,750	179,057.70	1,438,382.87	0.00	1,280,367.13	52.91
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	568,234	16,681.71	272,558.90	3,518.17	292,157.30	48.59
05-INFORMATION TECHNOLOG	32,477	591.96	7,944.09	107.50	24,424.93	24.79
26-WATER SUPPLIES	121,500	3,181.36	60,051.75	13,988.25	47,460.00	60.94
27-MAINTENANCE OF WATER S	13,658	169.82	5,841.15	0.00	7,816.85	42.77
28-MAINTENANCE OF WATER E	56,300	348.00	20,874.73	1,407.50	34,017.77	39.58
29-WATER PURCHASES	38,138	2,462.90	17,589.80	0.00	20,548.20	46.12
30-WATER MISCELLANEOUS EX	481,149	2,496.74	134,679.15	47,515.72	298,954.13	37.87
20-CAPITAL OUTLAY	15,000	22,130.00	53,777.45	0.00	38,777.45	358.52
32-WATER BONDED INDEBTEDN	174,594	0.00	135,379.56	0.00	39,214.44	77.54
34-SEWER ADMINISTRATION	659,131	53,638.57	370,181.97	1,164.16	287,785.24	56.34
35-INFORMATION TECHNOLOG	32,252	591.96	7,944.07	107.50	24,200.45	24.96
36-SEWER SUPPLIES	73,050	4,777.52	33,152.27	2,060.49	37,837.24	48.20
37-MAINTENANCE OF SEWER S	12,849	3,550.00	7,907.76	916.07	4,025.17	68.67
38-MAINTENANCE OF SEWER E	71,458	2,345.48	38,785.35	13,872.20	18,800.45	73.69
39-SEWER MISC. EXPENSES	536,500	1,296.74	56,784.14	0.00	479,715.86	10.58
41-SEWER BONDED INDEBTEDN	61,473	0.00	9,811.00	0.00	51,661.60	15.96
52-TRANSFER OUT	495,988	0.00	450,020.05	0.00	45,967.70	90.73
TOTAL EXPENDITURES	3,443,751	114,262.76	1,683,283.19	84,657.56	1,675,809.88	51.34
REVENUE OVER/(UNDER) EXPENDITURES	(725,001)	64,794.94	(244,900.32)	(84,657.56)	(395,442.75)	45.46

CHECKLIST FOR CDC				APRIL 2019
CK #	VENDOR NAME	Inv.Date	Amount	Description
2611	DONALD HENDERSON	03/31/19	\$ 22.06	REIMB-DESSERT-TX BIRDING VIP DINNER
2612	ARCHER BUSINESS SYSTEM	03/31/19	\$ 7.80	COLOR COPIES-CDC
2613	CARR, RIGGS, INGRAM	03/31/19	\$ 4,000.00	AUDIT SERVICE-YEAR END 9/30/18
2614	DESIDERIO MARTINEZ	04/05/19	\$ 1,015.38	3/25-4/5/19-SERVICE AGREEMENT
2615	GRANICUS	04/01/19	\$ 82.95	AGENDA/MINUTE-IQM2 SUBSCRIPTION
2616	JAMES HARRIS III	04/12/19	\$ 120.00	4/1-4/12/19- WEB SITE UPDATES
2617	JULIA'S RESTAURANT	03/31/19	\$ 280.00	CATERING-TX BIRDING VIP DINNER
2618	THE GRAFIK SPOT	10/01/18	\$ 2,275.00	GRANT-SIGN-DIVINE CROSSFIT
2619	THE INN AT CHACHALACA BEND	03/31/19	\$ 154.66	HOTEL STAY-TX BIRDING VIP
2620	COASTAL EVENT RENTALS	03/31/19	\$ 200.00	TX BIRDING VIP COTTAGE-LAGO VISTA
2621	DESIDERIO MARTINEZ	04/19/19	\$ 1,015.38	4/8-4/19/19-SERVICE AGREEMENT
2622	JAMES HARRIS III	04/26/19	\$ 120.00	4/15-4/26/19- WEB SITE UPDATES
2623	MAURO MARTINEZ	12/03/18	\$ 5,000.00	GRANT-STORE FRONT IMPROVEMENT-DIVINE FI
2624	STAPLES	VARIOUS	\$ 592.94	OFFICE SUPPLIES
2625	TACOS & ANTOJITOS/FRANCISCO	02/04/19	VOID	VOIDED CHECK-ISSUED INCORRECTLY-GRANT-STORE FRO
2626	FRANCISCO HERNANDEZ	02/04/19	\$ 5,000.00	REISSUED CHECK-GRANT-STORE FRONT IMPROVEMENT
		TOTAL	\$ 19,886.17	

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2019

09 -COMMUNITY DEVELOPMENT COR
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	351,250	30,546.05	237,047.02	0.00	114,202.98	67.49
TOTAL REVENUES	351,250	30,546.05	237,047.02	0.00	114,202.98	67.49
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	351,250	2,353.71	68,889.14	55,006.93	227,353.91	35.27
TOTAL EXPENDITURES	351,250	2,353.71	68,889.14	55,006.93	227,353.91	35.27
REVENUE OVER/(UNDER) EXPENDITURES	0	28,192.34	168,157.88	(55,006.93)	(113,150.93)	4,750.00

09 -COMMUNITY DEVELOPMENT COR

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
52-CDC DISBURSEMENTS						
=====						
10-NON-CATEGORIZED						
09-452-1010 SALES TAX	350,000	30,546.05	235,344.62	0.00	114,655.38	67.24
09-452-1050 INTEREST EARNED	1,250	0.00	1,702.40	0.00	(452.40)	136.19
TOTAL 10-NON-CATEGORIZED	351,250	30,546.05	237,047.02	0.00	114,202.98	67.49
11-NON-CATEGORIZED						
99-OTHER REVENUE						
TOTAL 52-CDC DISBURSEMENTS	351,250	30,546.05	237,047.02	0.00	114,202.98	67.49
=====						
44-MISCELLANEOUS INCOME						
=====						
10-NON-CATEGORIZED						
=====						
TOTAL REVENUE	351,250	30,546.05	237,047.02	0.00	114,202.98	67.49
=====						

09 -COMMUNITY DEVELOPMENT COR
DEPARTMENT - 52-CDC DISBURSEMENTS

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>01-SALARIES</u>						
09-552-01100 SALARIES	3,090	0.00	0.00	0.00	3,090.00	0.00
TOTAL 01-SALARIES	3,090	0.00	0.00	0.00	3,090.00	0.00
<u>02-EMPLOYEE BENEFITS</u>						
09-552-02100 FICA EXPENSE	192	0.00	0.00	0.00	192.00	0.00
09-552-02105 MEDICARE EXPENSE	45	0.00	0.00	0.00	45.00	0.00
09-552-02107 TWC EXPENSE	270	0.00	0.00	0.00	270.00	0.00
09-552-02160 WORKER'S COMP	14	0.00	0.00	0.00	14.00	0.00
TOTAL 02-EMPLOYEE BENEFITS	521	0.00	0.00	0.00	521.00	0.00
<u>03-CONTRACT LABOR</u>						
09-552-03110 ATTORNEY	500	0.00	0.00	0.00	500.00	0.00
09-552-03115 AUDITOR	5,550	0.00	4,000.00	0.00	1,550.00	72.07
09-552-03120 PROFESSIONAL SERVICES	26,400	2,030.76	15,230.82	0.00	11,169.18	57.69
TOTAL 03-CONTRACT LABOR	32,450	2,030.76	19,230.82	0.00	13,219.18	59.26
<u>04-SUPPLIES</u>						
09-552-04100 OFFICE SUPPLIES & PRINTING	2,500	0.00	643.65	48.40	1,807.95	27.68
TOTAL 04-SUPPLIES	2,500	0.00	643.65	48.40	1,807.95	27.68
<u>05-UTILITIES</u>						
<u>06-ADVERTISING</u>						
09-552-06100 CITY PROMOTION	30,000	0.00	23,206.72	0.00	6,793.28	77.36
09-552-06120 ADVERTISING	5,000	240.00	1,800.00	2,178.00	1,022.00	79.56
TOTAL 06-ADVERTISING	35,000	240.00	25,006.72	2,178.00	7,815.28	77.67
<u>09-TRAVEL & SCHOOL</u>						
09-552-09100 TRAVEL/SEMINARS	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL 09-TRAVEL & SCHOOL	2,000	0.00	0.00	0.00	2,000.00	0.00
<u>10-DUES & MEMBERSHIPS</u>						
09-552-10100 DUES & MEMBERSHIPS	2,000	82.95	650.65	0.00	1,349.35	32.53
TOTAL 10-DUES & MEMBERSHIPS	2,000	82.95	650.65	0.00	1,349.35	32.53
<u>11-MAINTENANCE</u>						
09-552-11150 SPECIAL PROJECTS	93,094	0.00	4,752.32	52,780.53	35,561.15	61.80
TOTAL 11-MAINTENANCE	93,094	0.00	4,752.32	52,780.53	35,561.15	61.80

09 -COMMUNITY DEVELOPMENT COR
DEPARTMENT - 52-CDC DISBURSEMENTS

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>12-INSURANCE</u>						
09-552-12100 INSURANCE	295	0.00	294.98	0.00	0.00	100.00
TOTAL 12-INSURANCE	295	0.00	294.98	0.00	0.00	100.00
<u>13-EQUIPMENT</u>						
09-552-13500 CAPITAL OUTLAY	100,000	0.00	0.00	0.00	100,000.00	0.00
TOTAL 13-EQUIPMENT	100,000	0.00	0.00	0.00	100,000.00	0.00
<u>14-COMPUTER SOFTWARE</u>						
<u>30-NON-SPECIFIC</u>						
09-552-30100 BUSINESS INCENTIVE PROGRAM	20,000	0.00	18,310.00	0.00	1,690.00	91.55
09-552-30130 GENERAL FUND ADMIN	15,000	0.00	0.00	0.00	15,000.00	0.00
09-552-30131 TRANSFER DEBT SERVICE I&S	45,000	0.00	0.00	0.00	45,000.00	0.00
TOTAL 30-NON-SPECIFIC	80,000	0.00	18,310.00	0.00	61,690.00	22.89
<u>40-NON-SPECIFIC</u>						
<u>80-BOND PAYMENTS</u>						
<u>99-MISCELLANEOUS & CONTIN</u>						
09-552-99100 MISCELLANEOUS	300	0.00	0.00	0.00	300.00	0.00
TOTAL 99-MISCELLANEOUS & CONTIN	300	0.00	0.00	0.00	300.00	0.00
TOTAL 52-CDC DISBURSEMENTS	351,250	2,353.71	68,889.14	55,006.93	227,353.91	35.27
	=====	=====	=====	=====	=====	=====

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2019

09 -COMMUNITY DEVELOPMENT COR
DEPARTMENT - 99-Capital Outlay

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
99-MISCELLANEOUS & CONTIN	=====	=====	=====	=====	=====	=====

09 -COMMUNITY DEVELOPMENT COR
DEPARTMENT - 53-CDC BOND DISBURSEMENTS

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
11-MAINTENANCE						
30-NON-SPECIFIC						
TOTAL EXPENDITURES	351,250	2,353.71	68,889.14	55,006.93	227,353.91	35.27
REVENUE OVER/(UNDER) EXPENDITURES	0	28,192.34	168,157.88	(55,006.93)	(113,150.93)	4,750.00

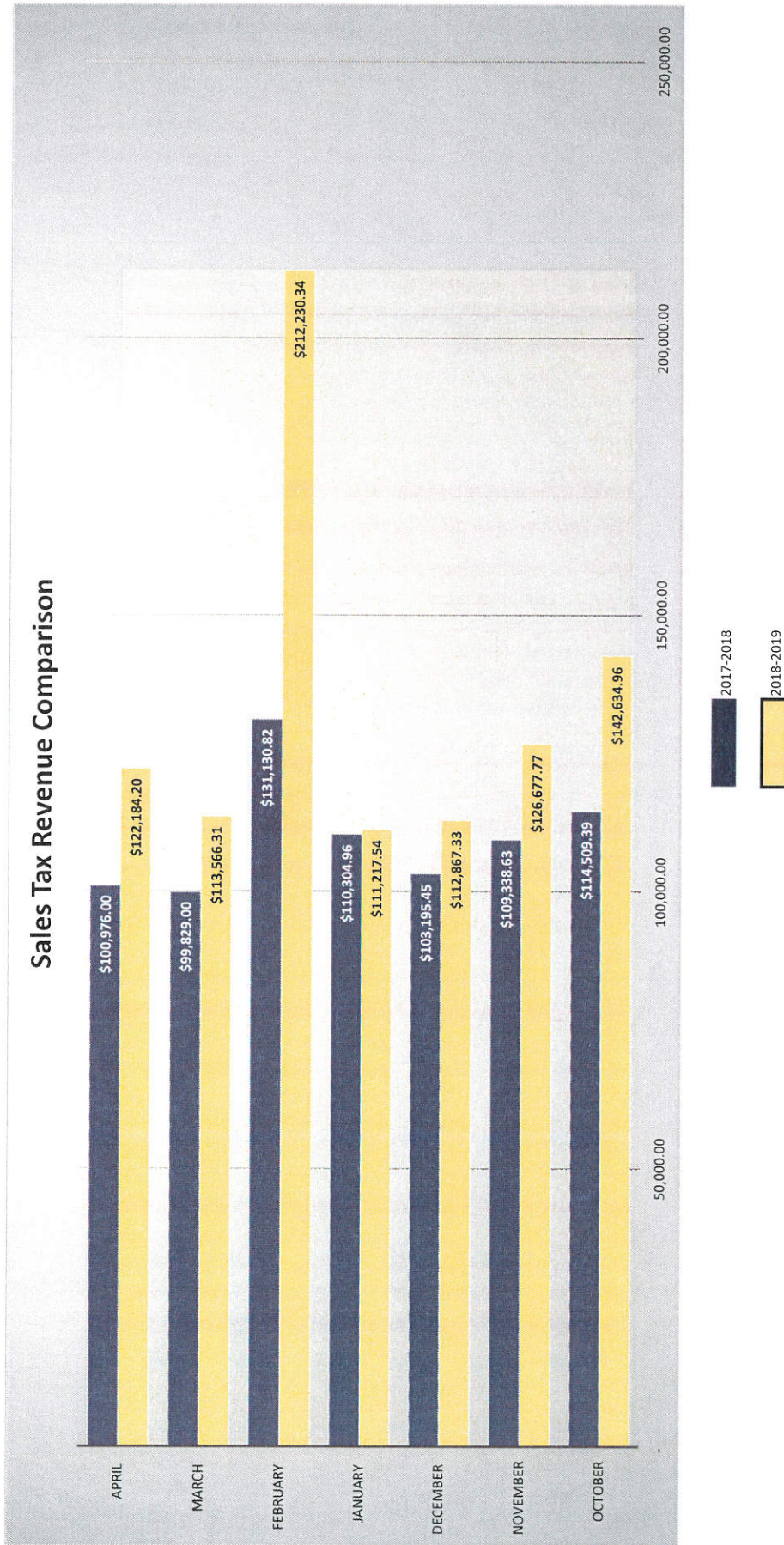
Sales Tax Report

FY18-19

	2c				1-1/2c (General Fund Portion)				1/2c (CDC Portion)			
	FY17-18	FY16-17	Inc(Dec) (\$)	Inc(Dec) (%)	FY17-18	FY16-17	Inc(Dec) (\$)	Inc(Dec) (%)	FY17-18	FY16-17	Inc(Dec) (\$)	Inc(Dec) (%)
Paid												
October	114,509.39	116,427.55	(1,918.16)	-1.65%	85,882.04	87,320.66	(1,438.62)	-1.65%	28,627.35	29,106.89	(479.54)	-1.65%
November	109,338.63	111,307.74	(1,969.11)	-1.77%	82,003.97	83,480.81	(1,476.83)	-1.77%	27,334.66	27,826.94	(492.28)	-1.77%
December	103,195.45	99,756.63	3,438.82	3.45%	77,396.59	74,817.47	2,579.11	3.45%	25,798.86	24,939.16	859.70	3.45%
January	110,304.96	105,242.57	5,062.39	4.81%	82,728.72	78,931.93	3,796.79	4.81%	27,576.24	26,310.64	1,265.60	4.81%
February	131,130.82	120,436.21	10,694.61	8.88%	98,348.12	90,327.16	8,020.96	8.88%	32,782.71	30,109.05	2,673.65	8.88%
March	99,829.00	92,985.80	6,843.20	7.36%	74,871.75	69,739.35	5,132.40	7.36%	24,957.25	23,246.45	1,710.80	7.36%
April	100,976.00	99,592.03	1,383.97	1.39%	75,732.00	74,694.02	1,037.98	1.39%	25,244.00	24,898.01	345.99	1.39%
May	142,667.08	109,681.62	32,985.46	30.07%	107,000.31	82,261.22	24,739.10	30.07%	35,666.77	27,420.41	8,246.37	30.07%
June	109,989.07	115,642.66	(5,653.59)	-4.89%	82,491.80	86,732.00	(4,240.19)	-4.89%	27,497.27	28,910.67	(1,413.40)	-4.89%
July	125,789.13	128,747.63	(2,958.50)	-2.30%	94,341.85	96,560.72	(2,218.88)	-2.30%	31,447.28	32,186.91	(739.63)	-2.30%
August	134,113.34	114,408.47	19,704.87	17.22%	100,585.01	85,806.35	14,778.65	17.22%	33,528.34	28,602.12	4,926.22	17.22%
September	124,334.26	121,504.14	2,830.12	2.33%	93,250.70	91,128.11	2,122.59	2.33%	31,083.57	30,376.04	707.53	2.33%
TOTAL SALES ACTIVITIES	\$ 1,406,177.13	\$ 1,335,733.05	\$ 74,331.35	5.27%	\$ 1,054,632.85	\$ 1,001,799.79	\$ 55,748.51	5.27%	\$ 351,544.28	\$ 333,933.26	\$ 18,582.84	5.27%

	2c				1-1/2c (General Fund Portion)				1/2c (CDC Portion)			
	FY18-19	FY17-18	Inc(Dec) (\$)	Inc(Dec) (%)	FY18-19	FY17-18	Inc(Dec) (\$)	Inc(Dec) (%)	FY18-19	FY17-18	Inc(Dec) (\$)	Inc(Dec) (%)
Paid												
October	142,634.96	114,509.39	28,125.57	24.56%	106,976.22	85,882.04	21,094.18	24.56%	35,658.74	28,627.35	7,031.39	24.56%
November	126,677.77	109,338.63	17,339.14	15.86%	95,008.33	82,003.97	13,004.36	15.86%	31,669.44	27,334.66	4,334.79	15.86%
December	112,867.33	103,195.45	9,671.88	9.37%	84,650.50	77,396.59	7,253.91	9.37%	28,216.83	25,798.86	2,417.97	9.37%
January	111,217.54	110,304.96	912.58	0.83%	83,413.16	82,728.72	684.43	0.83%	27,804.39	27,576.24	228.14	0.83%
February	212,230.34	131,130.82	81,099.52	61.85%	159,172.76	98,348.12	60,824.64	61.85%	53,057.59	32,782.71	20,274.88	61.85%
March	113,566.31	99,829.00	13,737.31	13.76%	85,174.73	74,871.75	10,302.98	13.76%	28,391.58	24,957.25	3,434.33	13.76%
April	122,184.20	100,976.00	21,208.20	21.00%	91,638.15	75,732.00	15,906.15	21.00%	30,546.05	25,244.00	5,302.05	21.00%
TOTAL SALES ACTIVITIES	\$ 941,378.45	\$ 769,284.25	\$ 172,094.20	22.37%	\$ 706,033.84	\$ 576,963.19	\$ 129,070.65	22.37%	\$ 235,344.61	\$ 192,321.06	\$ 43,023.55	22.37%

**** Sales Tax Amount may be adjusted at the end of the year based on actuals sales activity amounts.



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3018

SCHEDULED

ACTION ITEM (ID # 3018)

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

Call with questions.

I recommend approval.

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

Activity for the month of April 2019

Water Treatment Plant

Total Output: 17,012,160

Daily Average: 567,072

% of Capacity: 56.7%

Waste Water Treatment Plant

Total Output: 15,305,000

Daily Average: 510,167

% of Capacity: 51.0%

CITY OF LOS FRESNOS
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
APRIL 2019

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	120	380
Rereads/Meter Info	113	395
Water Taps	1	2
Sewer Taps	0	0
Change Meter	1	33
Service Check for Water Leak at Account	6	27
Repaired Leak	1	6
Call for Sewer Stoppage	7	31
City Sewer Lines Unstopped	5	23
Code Enforcement/Other	5	13
Garbage Collection	59	222
Pothole Repairs	349	844
Street Repairs	0	0
Street Sign Replacement/Repaired	167	174
Asphalt Used (ton)	1.5	5.55
Gravel Used (ton)	2	7
Fire Hydrants Flushed and Oiled	6	24
Fire Hydrants Repaired	0	0
Valves Repaired	0	2
Manholes Cleaned/Repaired	2	13


Carlos Salazar, Director of Public Works

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 ISSUED DATES: 4/01/2019 THRU 4/30/2019
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

1.8.2.a

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
131533	4/01/2019	VINSON, TERRY W	11900 CALIFORNIA RD	MARCJONES	RESIDENTIAL ADDITION/SOLAR	ALT
131534	4/02/2019	GAGA HOMES INC	102 CONDOR DRIVE	GRACIELA B	RESIDENTIAL BUILDING	NEW
131535	4/03/2019	JK URGENT CARE	327 W OCEAN BLVD	EDWARD BUS	COMMERCIAL ADDITION/REMODEL	ALT
131536	4/05/2019	VENTURA, DORA	177 VILLAGE EAST DRIVE	DEY	ACCESSORY BUILDING	NEW
131537	4/05/2019	FADEZ BARBER SHOP	33478 FM 803 B1	TAURO	COMMERCIAL TENANT FINISHOUT	ALT
131538	4/08/2019	FRUIT KING	511 E OCEAN BLVD STE 105	OWNER	COMMERCIAL ADDITION/REMODEL	ALT
131539	4/03/2019	OCEAN BLVD., LLC	119 E OCEAN BLVD	DAVANCO	COMMERCIAL ADDITION/REMODEL	ALT
131540	4/08/2019	ABIGAIL CUSTOM HOMES LLC	107 VILLAGE EAST DRIVE	ABIGAIL CU	RESIDENTIAL BUILDING	NEW
131541	4/09/2019	ROCHA, RUBEN	106 HODGES STREET	HOME DEPO	ACCESSORY BUILDING	NEW
131542	4/10/2019	OCEAN BLVD., LLC	119 E OCEAN BLVD	ALAMO SIGN	SIGN PERMIT	S
131543	4/12/2019	GALVAN, VERONICA	207 CANAL STREET	OWNER	RESIDENTIAL REMODEL/ADDITIO	ALT
131544	4/15/2019	INTERDIAMOND BUILDERS, L.L.	176 VILLAGE EAST DRIVE	INTER DIAM	RESIDENTIAL BUILDING	NEW
131545	4/16/2019	RIOS, MELISSA	220 ACAPULCO DRIVE	OWNER	EXTEND DRIVEWAY	ALT
131546	4/16/2019	CROWN CASTLE TOWER 09 LLC/	889 N ARROYO BLVD	WAUKESHA P	COMMERCIAL ADDITION/REMODEL	ALT
131547	4/16/2019	SAUCEDA, GILBERT	2074 BAJA CIRCLE	HIDALGO	REROOF PERMIT	ALT
131548	4/17/2019	SAMS ELECTRIC	1202 S ARROYO BLVD	OWNER	ELECTRICAL PERMIT	ALT
131549	4/24/2019	LOS FRESNOS PUBLIC HOUSING	500 N ARROYO BLVD	ECLIPSE	ACCESSORY BUILDING	NEW
131550	4/25/2019	COCKTELERIA GENESIS	315 W OCEAN BLVD C	OWNER	COMMERCIAL ADDITION/REMODEL	ALT
131551	4/26/2019	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131552	4/30/2019	MOMMYS DAYCARE AND LEARNING	32886 STATE HWY 100	XTREME	FIRE ALARM/SPRINKLER PERMIT	

*** TOTALS *** NUMBER OF PROJECTS: 20 VALUATION: 698,399.11 FEES: 6,518.88

Attachment: PW April 2019 Report (3018 : Public Works Report)

**City of Los Fresnos
Recycling Program
Total Number of Guest
April 2019**

Date	Tuesdays at Memorial Park 7 am - 11 am
04/02/19	15
04/09/19	20
04/16/19	25
04/23/19	25
04/30/19	28
Totals	113

Date	Thursdays at Wal-Mart Parking 4 pm - 8 pm
04/04/19	13
04/11/19	15
04/18/19	23
04/25/19	21
Totals	72

Date	Saturdays at City Hall 9 am - 1 pm
04/06/19	20
04/13/19	22
04/20/19	24
04/27/19	27
Totals	93

Total attendance for the Month of April	278
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City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3019

SCHEDULED

ACTION ITEM (ID # 3019)

Police Department 1. Arrests 2. Incidents 3. Accidents

Call with questions.

I recommend approval.

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

04\01\2019
thru 04\30\2019

Violation	# of Offenses
ASSAULT AGAINST ELDERLY OR DISABLED INDIVIDUAL 13c	1
BURGLARY HABITATION INTEND OTHER FELONY	1
CRIMINAL MISCHIEF >=\$500<\$1,500	1
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED 2ND	1
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	19
FAIL TO IDENTIFY GIVING FALSE/FICTITIOUS INFO	2
HOLD FOR CUSTOMS	1
INTERFER W/EMERGENCY CALL	1
INTERFER W/PUBLIC DUTIES	1
NO DRIVER'S LICENSE	4
POSS CS PG 1 <1G	2
POSS CS PG 3 < 28G	2
POSS MARIJ <2OZ	3
POSS MARIJ >50LBS<=2,000LBS	3
POSS MARIJ >5LBS<=50LBS	1
POSSESSION OF DRUG PARAPHERNALIA	2
PUBLIC INTOXICATION	1
TERRORISTIC THREAT 13a	1
THEFT PROP>=\$50<\$500 23b	1
Total Violations	55
Total Arrests	47

Attachment: April 2019 LFPD Report (2019 : Police Department)

LOS FRESNOS POLICE DEPARTMENT

Incidents - By Violation

04\01\2019
thru 04\30\2019

Violation	Incidents
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ABANDONED VEHICLES	3
ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200	1
ALARMS	18
ANIMAL CONTROL	57
ASSAULT	4
ASSAULT AGAINST ELDERLY OR DISABLED INDIVIDUAL 13c	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT 13a	3
BURGLARY HABITATION INTEND OTHER FELONY	1
BURGLARY OF VEHICLE 23f	1
CRIMINAL MISCHIEF >=\$50<\$500	2
CRIMINAL MISCHIEF >=\$500<\$1,500	1
DEPOSITED GLASS/OTHER DEBRIS ON HIGHWAY	3
DOG AT LARGE	2
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	20
FAIL TO IDENTIFY GIVING FALSE/FICTITIOUS INFO	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	1
GARAGE SALES	7
ILLEGAL DUMPING >5 LBS < 500 LBS	3
INTERFER W/EMERGENCY CALL	2
LOUD NOISE	4
MAINTENANCE OF SIGNS	2
MINOR IN POSSESSION OF ALCOHOL	1
MOTOR VEHICLE THEFT	1
NO DRIVER'S LICENSE	4
NO PROOF OF FINANCIAL RESPONSIBILITY	5
OPEN CONTAINER	1
POSS CS PG 1 <1G	2
POSS CS PG 3 < 28G	1
POSS MARIJ <2OZ	2
POSS MARIJ >4OZ<=5LBS	1
POSS MARIJ >50LBS<=2,000LBS	2
POSS MARIJ >5LBS<=50LBS	1
POSSESSION OF DRUG PARAPHERNALIA	5
PUBLIC INTOXICATION	1
RECKLESS DAMAGE OR DESTRUCTION	1
TERRORISTIC THREAT OF FAMILY/HOUSEHOLD 13a	1
THEFT	3
THEFT PROP>=\$50<\$500 23b	1
THEFT PROP>=\$500<\$1,500 23a	1
UNLAWFUL RESTRAINT	1
WEEDS OR RUBBISH LOT	20
WELFARE CONCERN	3
Total Violations	199
Total Incidents	184

Attachment: April 2019 LFPD Report (2019 : Police Department)

LOS FRESNOS POLICE DEPARTMENT

Accident - By Street & Intersection

04\01\2019
thru 04\30\2019

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
ARROYO & RESACA RETREAT	1	0	0	0
OCEAN & EVERGREEN	1	0	2	0
OCEAN & FM 1575	2	0	0	0
OCEAN & NOGAL	1	0	0	0
WHIPPLE & EVERGREEN	2	0	2	0
Total	7	0	4	0

Attachment: April 2019 LFPD Report (3019 : Police Department)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3020

SCHEDULED

ACTION ITEM (ID # 3020)

Municipal Court 1. Monthly Report

Call with questions.

I recommend approval.

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Los Fresnos.</u>		TRAFFIC		NON-TRAFFIC MISDEMEANOR	
FOR MONTH <u>April</u> YEAR <u>2019</u>		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		<u>449</u>	<u>1</u>	<u>80</u>	<u>10</u>
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)					
C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)					
3. Dispositions at Trial:					
A. Trial by Judge (1) Finding of Guilty		<u>104</u>		<u>19</u>	<u>2</u>
(2) Finding of Not Guilty					
B. Trial by Jury (1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial					
4. Cases Dismissed:					
A. After Driver Safety Course (C.C.P., Art. 45.0511)		<u>22</u>			
B. After Deferred Disposition (C.C.P., Art. 45.051)		<u>21</u>		<u>3</u>	<u>0</u>
C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		<u>17</u>			
D. Compliance Dismissal (Proof of Inspection, License, or Registration)		<u>31</u>			
5. Community Service Ordered (For satisfaction of fine or costs only.)		<u>3</u>			
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		<u>3</u>			
B. Non-Driving Alcoholic Beverage Code Cases Filed		<u>1</u>			
C. Driving Under the Influence of Alcohol Cases Filed					
D. Health & Safety Code (Tobacco) Cases Filed					
E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094) <u>drug para:</u>		<u>1</u>			
F. Education Code (Except Failure to Attend) Cases Filed					
G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govt. Code, Sec. 341.905)					
H. All Other Non-Traffic Fine-Only Cases Filed					
I. Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))					
J. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))					
K. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed (Education Code, Sec. 25.093)					
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued (Do not include warrants for arrest.)					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only				<u>24</u>	
B. Felonies and Class A and B Misdemeanors Only					
12. Magistrate Warnings Given: (Given to defendants charged with county or district court offense.)					
A. Class A and B Misdemeanors Only				<u>8</u>	
B. Felonies				<u>9</u>	
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection				<u>4</u>	
15. Total Revenue \$ <u>81,303.70</u>					
(Include all revenue collected during month to be remitted to court)					

Attachment: MUNICIPAL COURT APRIL 2019 (3020 : Municipal Court)

Citation No. Docket No. Violator

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

Code	Payments	Refunds	Net	G/L Acct No.
FINE	432 28,441.40	4 305.70-	28,135.70	01 407-0240
WRNTFE	113 5,493.00	0 0.00	5,493.00	01 407-0240
CCC04	474 17,949.50	5 180.00-	17,769.50	01 2512
AR	439 2,187.00	4 20.00-	2,167.00	01 407-0240
TECH	456 1,776.00	4 14.00-	1,762.00	01 407-0241
MCBS	454 1,343.00	3 9.00-	1,334.00	01 407-0270
SJRF	448 1,784.00	3 12.00-	1,772.00	01 2512
JFCT2	451 2,410.20	3 16.20-	2,394.00	01 2512
JFCI	447 268.20	3 1.80-	266.40	01 407-0240
IDF	446 892.00	3 6.00-	886.00	01 2512
TP-L	73 616.40	0 0.00	616.40	01 407-0240
TP-S	66 750.70	0 0.00	750.70	01 2512
TP-L-J	59 144.90	0 0.00	144.90	01 407-0260
TFC	329 985.00	3 9.00-	976.00	01 407-0240
STF	341 9,664.00	2 60.00-	9,604.00	01 2512
TPF	434 866.00	3 6.00-	860.00	01 2512
TLFTA1	104 1,991.80	0 0.00	1,991.80	01 2512
TLFTA2	98 585.00	0 0.00	585.00	01 2517
TLFTA3	96 384.00	0 0.00	384.00	01 407-0240
COLAGY	76 4,935.74	1 61.50-	4,874.24	01 2513
CJFS	289 26.01	3 0.27-	25.74	01 2512
CJFC	289 2.89	3 0.03-	2.86	01 407-0240
SPEX	23 1,697.30	1 50.00-	1,647.30	01 407-0290
CS2	16 350.90	0 0.00	350.90	01 407-0280
AF2	24 480.00	0 0.00	480.00	01 407-0240
TXSBLT	8 226.50	0 0.00	226.50	01 2515
DSC	34 336.60	0 0.00	336.60	01 407-0240
CR	1 5.00	0 0.00	5.00	01 2512
GR	4 10.00	0 0.00	10.00	01 2512
LEMI	4 2.00	0 0.00	2.00	01 2512
JCPT	4 4.00	0 0.00	4.00	01 2512
CVC	5 75.00	0 0.00	75.00	01 2512
CJP	4 20.00	0 0.00	20.00	01 2512
LEOA	4 4.00	0 0.00	4.00	01 2512
LEOCE	4 8.00	0 0.00	8.00	01 2512
MSB	4 36.00	0 0.00	36.00	01 2513
OCL	1 75.00	0 0.00	75.00	01 2512
JCPT2	1 2.00	0 0.00	2.00	01 2512
CCC	1 17.00	0 0.00	17.00	01 2512
FA	1 5.00	0 0.00	5.00	01 2512
JCD2	1 0.50	0 0.00	0.50	01 2512
CMI	1 0.50	0 0.00	0.50	01 2512
JFCT	1 3.40	0 0.00	3.40	01 2512
ACC	5 100.00	0 0.00	100.00	01 407-0240
OP	1 50.00	1 50.00-	0.00	01 2516
AF	1 10.00	0 0.00	10.00	01 407-0240

Total: 6559 87,015.44 49 801.50- 86,213.94

CITY	40,148.14
COURT	1,762.00
BLDG. SEC.	1,334.00
JUDGE ED	144.90
OMNI	585.00
COLL. AG	4,910.24
CHILD	350.90
OP	0.00
STATE	36,978.76
TOTAL	86,213.94

Attachment: MUNICIPAL COURT APRIL 2019 (3020 : Municipal Court)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3021

SCHEDULED

ACTION ITEM (ID # 3021)

Library Report 1. Monthly Report

Call with questions.

I recommend approval.



**ETHEL L. WHIPPLE MEMORIAL LIBRARY
LIBRARIAN'S REPORT
APRIL 2019**

Number of Patron Checking Out Materials

Adult	581
Children	195
Teens	17
In Library Use	45



Material Types Checked Out

Adult Books	207
Children Books	139
Young Adult Books	277
Videos	172
Audios	0
Other Language Books	12
Hotspots	25
Laptops	6



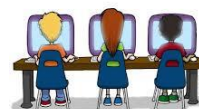
Items Downloaded

eBooks	30
eAudiobooks	13



Patron Access Computer Use

Total Sessions	422
Total Time	219 hours
Guest Passes	172



Free WiFi Access Use

Total Sessions	425 Library WiFi
Total Time	1,150 hours
Total Sessions	255 Park WiFi
Total Time	510 hours



What Happened In the Library

Hours Open	168 hours
Visits	1,775
Children Program Attendance	385
Volunteer Hours	165
New Cards Issued	18
Cards Renewed	89
New Books Added	63
New eBooks Added	125
New Videos Added	24
Hotspots Added	0
Books Weeded	17
Videos Weeded	51
Reference Questions	348
Assists in Computer Lab	243
Patron Copies	2,204
Patron Faxes sent	64
Patron Printouts	1,223
Library Staff Copies	1,103
Replacement Cards	20



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 3022

SCHEDULED

ACTION ITEM (ID # 3022)

Fire Marshal's Report 1. Monthly Report

Call with questions.

I recommend approval.



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

FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT
MONTH OF APRIL 2019

<u>FIRES</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Business Structures	<u>1</u>	<u> </u>
Dwellings	<u>1</u>	<u>1</u>
Mobile Homes	<u> </u>	<u> </u>
Grass	<u> </u>	<u>3</u>
Refuse	<u> </u>	<u>2</u>
Institutional	<u> </u>	<u> </u>
Motor Vehicles	<u> </u>	<u> </u>
Rescue Calls	<u>2</u>	<u>4</u>
Incendiary or Suspicious Fires	<u> </u>	<u> </u>
Other Calls	<u>3</u>	<u>4</u>
TOTAL ALARMS	<u> </u>	<u>24</u>

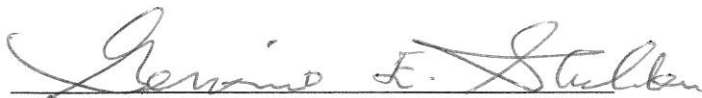
MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses	<u>2</u>	Institutions	<u>2</u>
Industrial Structures	<u> </u>	Homes	<u> </u>
Public Buildings	<u>6</u>	Apartments	<u> </u>
Hotels/Motels	<u> </u>		
TOTAL INSPECTIONS	<u>10</u>		

SCHOOL, HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED:

LECTURES-PRESENTATIONS MADE/FILMS: SHOWN TOTAL AUDIENCE

FIRES INVESTIGATED: (ACCIDENTAL) 2 (INCENDIARY)


FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: Fire Marshal April 2019 Report (3022 : Fire Marshal's Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3044)

DOC ID: 3044 A

Closed Session - Deliberation pursuant to Sections 551.071 and 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property and the pending or contemplated litigation.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 05/14/19 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3045)

DOC ID: 3045 A

Open Session - Deliberation pursuant to Sections 551.071 and 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the purchase, exchange, lease, or value of real property and the pending or contemplated litigation.