Regular Meeting

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

~ Agenda ~

Tuesday, May 14, 2024

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, 2024 AT 6:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

I. AGENDA

- A. Call meeting to order
- B. Invocation and Pledge of Allegiance
- C. Visitor remarks To speak you must sign in prior to the meeting and you have a limit of 5 minutes to speak.
- D. Presentation
 - 1. Recognition to the City of Los Fresnos for first place in the small community category for the It's Time Texas Community Challenge.
 - 2. Presentation by UTHealth Houston School of Public Health.
 - 3. Public Hearing to receive comments from property owners concerning the appeal of the Planning and Zoning Commissions decision to deny a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.
- E. Consent Agenda (All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)
 - 1. Consideration and ACTION to approve the minutes from April 9, 2024.
 - 2. Consideration and ACTION to approve the second reading of an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Los Fresnos, TEXAS; authorizing the City Secretary to distribute such plans; containing various provisions related to the foregoing subject.
 - 3. Consideration and ACTION to approve payment in lieu of land for park dedication for the Dunnco II Los Fresnos Subdivision.

- 4. Consideration and ACTION to approve the Quarterly Investment Portfolio Report ended as of March 31, 2024.
- 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 the first reading of an ordinance amending the Los Fresnos Code of Ordinances, Chapter 48-Zoning, Article II-District Regulations, Division 7-Additional Standards, Subdivision IV-Signs, Section 48-273 Signs exempted from certain regulations and repealing all ordinances and parts of ordinances in conflict therewith.
- 7. Consideration and ACTION to approve change order number 1 for the FM 1847 North HS Park Connection Sidewalk Project and budget amendment to reflect the change order.
- 8. Consideration and ACTION to excuse the absence of Leonel Casanova from the May 6, 2024 Community Development Corporation meeting.
- 9. Consideration and ACTION to excuse the absence of Terry Vinson from the April 9, 2024 City Council meeting.

F. Action Items

- 1. Consideration and ACTION to appeal of the Planning and Zoning Commissions decision to deny a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.
- 2. Consideration and ACTION to approve amendments made to an Interlocal agreement between the Tax Increment Reinvestment Zone #2, the City of Los Fresnos, and Cameron County for County's participation in the zone.
- 3. Consideration and ACTION to approve the first reading of an ordinance approving the Economic Development Agreement between the City of Los Fresnos, the Tax Increment Reinvestment Zone #2, City of Los Fresnos, and GF Development of Los Fresnos, LLC; authorizing execution of the agreement, and various provisions related to the foregoing subject.
- 4. Consideration and ACTION to approve the rating for engineering services authorizing the City Manager to negotiate an agreement with the highest rated responsive firm for the Wastewater Discharge Reuse Project.
- 5. Consideration and ACTION to approve a resolution for the submission of the Bureau of Reclamation WATERSMART Program Planning and Project Design Grant for the City of Los Fresnos.

- 6. Consideration and ACTION to approve an agreement and budget amendment for engineering services with Hanson Professional Services for the TxDot FM 1575 Utility Conflicts Project.
- 7. Consideration and action to approve Change Order #1 for the westside water line extension from Walmart-1004 W Ocean Blvd to Hands of Healing-32799 State Hwy 100 and budget amendment to reflect the change order.
- 8. Consideration and ACTION to approve change order number 2 for the Los Fresnos 2021 Street, Sidewalk, and Sewer Improvements Project and budget amendment to reflect the change order.
- 9. Consideration and ACTION to approve a service agreement with Tyler Technologies.
- 10. Consideration and ACTION to authorize the City Manager to dispose of surplus Items.
- 11. Presentation Video for Community with Opportunity Campaign.

G. Acknowledgement of City Manager's Report

City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. Veteran's Memorial H. Water Funding I. Wastewater Funding J. Project Status Report K. Baja Drive Speed Check Analysis

H. 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 5. Waste Water Treatment Plant Discharge Monitoring Report
- 3. Police Department April 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection March 2024 1. Magistrates 2. Index Crimes by Zone
- 4. Municipal Court 1. City Monthly Report- March 2. Linebarger Monthly Report March
- 5. Library Report 1. Monthly Report
- 6. Fire Marshal's Report 1. Monthly Report

I. Closed Session

1. Closed Session in accordance to Section 551.071, the Texas Open Meetings Act Consultation with Attorney - to deliberate pending or contemplated litigation regarding the annexation of the City's ETJ.

- J. Open Session Deliberation and possible action regarding the following:
 - 1. Open Session in accordance to Section 551.071, the Texas Open Meetings Act. Deliberation and possible ACTION regarding consultation with Attorney on pending or contemplated litigation regarding the annexation of the City's ETJ.

K. Adjournment

This is to certify that I, <u>Jacqueline Moya</u>, posted this agenda on the front bulletin board of the City Hall on <u>May 10, 2024</u> on or before <u>5:30</u> 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.

1.D.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5411 A

ACTION ITEM (ID # 5411)

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

First Place for the 6th Year in a row. Christine and group will be here to accept award.



IT'S TIME TEXAS ALCOMMUNITY CHA

1.D.1.a

A DAY AT THE PARK!

It's Time Texas Community Challenge
City of Los Fresnos
Celebration!

8:00AM 1 Mile Walk or 5K

9:00AM Award Ceremony

9:15AM-10:45AM Zumba

9AM-12PM Open Swim

For more information call 956-312-1406.





Date: Sat 4/27 8AM-12PM

Join us for a fun day o

Los Fresnos

Packet Pg. 6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 5410 A

ACTION ITEM (ID # 5410)

Presentation by UTHealth Houston School of Public Health.

Amanda Dave' is the Program Manger for the Community-Wide Campaign and Dr. Belinda Reininger is the Professor of Health Promotion & Behavioral Sciences. Both oversee the program we are involved in with our Community Health Program. One or both will be in attendance for the presentation.

1.D.3

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5407)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Public Hearing Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5407 A

Public Hearing to receive comments from property owners concerning the appeal of the Planning and Zoning Commissions decision to deny a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of

property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.

This is to listen to the public concerning this request. This item will be brought up for action later in the meeting. Questions can be asked and answered at that time prior to a decision being made.

Updated: 4/30/2024 5:47 PM by Mark Milum A

Dear City Council of Los Fresnos,

We are writing to appeal the Planning and Zoning Commission's denial of our permit for a digital sign. The reason for the denial was based on the city code requiring a 50-foot setback from all property lines. However, the building on which we propose to place the digital sign does not have a 50-foot setback, and our plan is to install the sign on the eastern property line, out of the way and taking up only one parking spaces and creating another on the west side of the property. On the east side of the property the requested variance set back is from 50-feet to 16-feet. From the north side of the property the requested variance set back is from 50-feet to 25-feet. This would place the billboard in line with other signs in the area, Starz, Churches, Dollar General.

We understand the concerns regarding setback requirements, but we believe that our proposal offers a practical solution that would benefit both our business and the city. Furthermore, the city's ordinance requires that we utilize the digital sign to include emergency messaging, such as Amber Alerts, Silver Alerts, public safety, and emergency alerts. Additionally, the city would have the ability to use the sign for public service announcements and city-sponsored activities.

We would also like to highlight the potential economic benefits that a digital billboard can bring to the community, based on a recent report by renowned economist Dr. Ray Perryman.

Dr. Ray Perryman is a prominent economist and the President and CEO of The Perryman Group, an economic and financial analysis firm based in Waco, Texas. He has conducted numerous studies on the economic impact of various industries and projects and is widely respected for his expertise and credibility.

While Dr. Perryman's report, titled "The Potential Economic and Fiscal Impact of Adding Electronic Billboards in the Georgetown Area," focused on the City of Georgetown, we can extrapolate some rough estimates for the potential impact in Los Fresnos. Based on the population difference between the two cities, we estimate that:

- Construction of one digital billboard could generate around \$67,000 in gross product and support approximately 0.7 job-years in Los Fresnos.
- Once operational, one digital billboard could contribute around \$1.8 million annually to the gross product of Los Fresnos and support around 23 jobs.
- The annual fiscal benefits in terms of additional tax revenue to the City of Los Fresnos from one digital billboard could potentially be in the range of \$50,000 to \$100,000.

We believe that granting our permit for a digital sign would not only benefit our business but also provide the city with a valuable platform for emergency messaging, public service announcements, and city-sponsored activities. Additionally, it could contribute to the local economy through increased economic activity and tax revenue.

We kindly request that the City Council reevaluate our permit application and consider the potential benefits that a digital sign could bring to our community. We are committed to working collaboratively with the city to ensure that our sign meets all necessary requirements while providing mutual advantages.

Thank you for your consideration, and we look forward to discussing this matter further with the City Council.

Sincerely,

Michael Rios (

MediaChoice

AcmePartnership,LP



April 9, 2024

TO: PROPERTY OWNERS

FROM: CITY OF LOS FRESNOS

SUBJECT: PUBLIC HEARING ON THE PLANNING AND ZONING COMMISSION'S

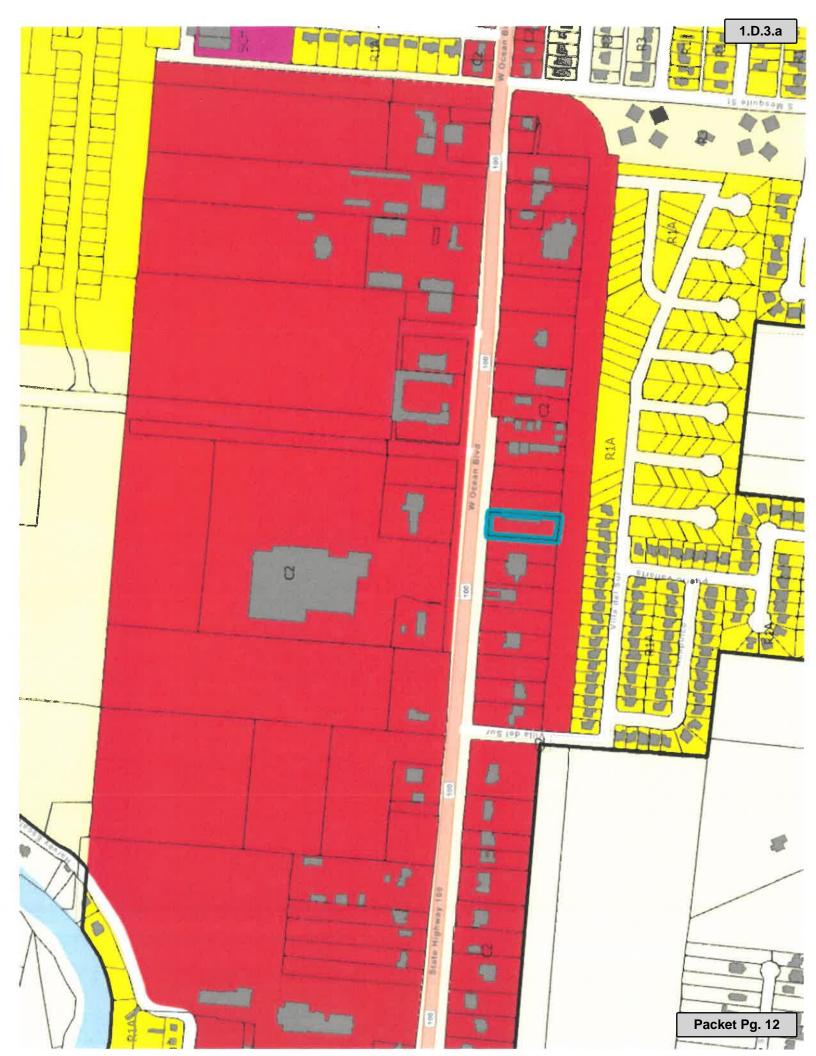
DENIAL OF A REQUEST FOR A VARIANCE REQUEST ON SETBACKS FROM 50 FEET TO 16 FEET ON EAST SIDE OF PROPERTY AND 50 FEET TO 25 FEET ON NORTH SIDE OF PROPERTY FOR A BILLBOARD SIGN

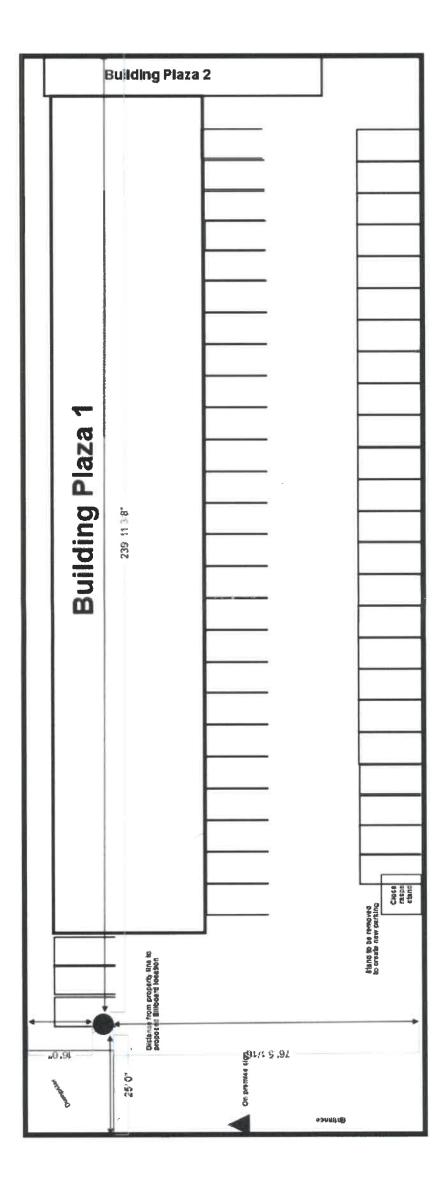
LOCATED AT 741 W OCEAN BLVD.

The Los Fresnos City Council will hold a public hearing at City Hall, 520 E Ocean Blvd., to receive comments from residents concerning an appeal on the Planning and Zoning Commission's denial for a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.

The public hearing will be held at the City Council meeting on Tuesday, May 14, 2024 at 6:00 p.m.

If you have any questions concerning the above, please contact Jacqueline Moya, City Secretary or Mark Milum, City Manager at (956) 233-5768.





1.E.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5394

ACTION ITEM (ID # 5394)

Consideration and ACTION to approve the minutes from April 9, 2024.

I recommend approval.

City Council

520 E Ocean Blvd.

Regular Meeting

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

~ Minutes ~

Tuesday, April 9, 2024 6:00 PM City Hall

Agenda

A. Call meeting to order

The meeting was called to order at 6:00 PM by Mayor Alejandro Flores.

B. Invocation and Pledge of Allegiance

Mark Milum gave Invocation and led the audience in the Pledge of Allegiance.

<u>Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting</u> you have a limit of 5 minutes to speak.

There were none.

Consent Agenda (All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)

Mayor Flores asked the council if they had any questions on the consent agenda items. There were none.

Consideration and ACTION to approve the minutes from March 12, 2024 and March 26, 2024.

Motion was made and seconded to approve the minutes from March 12, 2024 and March 26, 2024.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve an update Employee Policy Manual to include Military Leave Policy.

Motion was made and seconded to approve an updated Employee Policy Manual to include Military Leave Policy.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve CDC action to provide funding for the Los Fresnos</u> Little League.

Motion was made and seconded to approve CDC action to provide funding for the Los Fresnos Little League.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve a Proclamation declaring May 2, 2024 as National Day of Prayer in the City of Los Fresnos.

Motion was made and seconded to approve a Proclamation declaring May 2, 2024 as National Day of Prayer in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve a Proclamation for National Hurricane

Preparedness Week May 5-May 11, 2024.

Motion was made and seconded to approve a Proclamation for National Hurricane Preparedness Week May 5-May 11, 2024.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve a Proclamation declaring the week of May 19-25, 2024 as National Emergency Medical Services Week in the City of Los Fresnos.</u>

Motion was made and seconded to approve a Proclamation declaring the week of May 19-25, 2024 as National Emergency Medical Services Week in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve a Proclamation declaring May 15, 2024 as Peace Officers' Memorial Day and declaring the week of May 12-18, 2024 as National Police Week in the City of Los Fresnos.

Motion was made and seconded to approve a Proclamation declaring May 15, 2024 as Peace Officers' Memorial Day and declaring the week of May 12-18, 2024 as National Police Week in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve a Proclamation declaring the week of May 19-25, 2024 as National Public Works Week in the City of Los Fresnos.</u>

Motion was made and seconded to approve a Proclamation declaring the week of May 19-25, 2024 as National Public Works Week in the City of Los Fresnos.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Action Items

Consideration and ACTION to approve the first and second reading of Ordinance 557 adopting the updated Water Conservation and Drought Contingency Plan.

Mr. Milum explained the council had previously changed the water conservation plan restrictions. The Water Conservation and Drought Contingency plan are updated about every five years and submitted to TCEQ.

Mr. Milum thanked Public Works Manager, Raul Garcia for all his hard work.

Motion was made and seconded to approve the first and second reading of Ordinance 557 adopting the updated Water Conservation and Drought Contingency Plan.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Luis Gonzalez, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve an update Employee Policy Manual to include the Confidentiality Policy.</u>

Mr. Milum explained the policy was mandated by the Supreme Court and gave a brief summary about the agreement.

Mr. Milum answered questions from the council.

Motion was made and seconded to approve an update Employee Policy Manual to include the Confidentiality Policy.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman

SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to excuse the absence of Larry Meade from the March 18, 2024 Planning and Zoning meeting.</u>

Mr. Milm answered questions about Mr. Meads absences.

Motion was made and seconded to excuse the absence of Larry Meade from the March 18, 2024 Planning and Zoning meeting.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Juan Munoz, Councilman

SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to excuse the absence of Javier Rodriguez from the March 18, 2024 Planning and Zoning meeting.

Motion was made and seconded to excuse the absence of Javier Rodriguez from the March 18, 2024 Planning and Zoning meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to excuse the absence of Luis Gonzalez from the March 12, 2024 City Council meeting.

Tuesday, April 9, 2024

6:00 PM

Mayor Flores voiced his concern about Council member Luis Gonzalez absences. Mayor Flores and Council Member Gonzalez discussed the absences.

Motion was made and seconded to excuse the absence of Luis Gonzalez from the March 12, 2024 City Council meeting.

RESULT: ADOPTED [3 TO 1]

MOVER: Juan Munoz. Councilman

SECONDER: Alberto Escobedo, Councilman

AYES: Alberto Escobedo, Juan Munoz, Gabriela Fernandez

NAYS: Alejandro Flores
ABSTAIN: Luis Gonzalez
ABSENT: Terry Vinson

Consideration and ACTION to excuse the absence of Juan Munoz from the March 26, 2024

City Council special meeting.

Motion was made and seconded to excuse the absence of Juan Munoz from the March 26, 2024 City Council special meeting.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Acknowledgement of City Manager's Report

City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. Veteran's Memorial H. Water Funding I. Wastewater Funding J. Boys & Girls Club Quarterly Report

Mr. Milum provided the council with a spreadsheet with detailed information on all the ongoing projects to match the items listed on the agenda. Mr. Milum reviewed the projects and answered questions from the council.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Acknowledgement of Department Head Reports

Mayor Flores asked the council if they had any questions on the department head reports. There were none.

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

Motion was made and seconded to acknowledge the Financial Report.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building</u> Permits 4. Recycling 5. Waste Water Treatment Plant Discharge Monitoring Report

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Police Department March 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By

Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection February 2024 1.

Magistrates 2. Index Crimes by Zone

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Municipal Court 1. City Monthly Report-February 2. Linebarger Monthly Report-

February

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Library Report 1. Monthly Report

Motion was made and seconded to acknowledge the Library Report.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Fire Marshal's Report 1. Monthly Report

1.E.1.a

Regular Meeting

Tuesday, April 9, 2024

6:00 PM

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

EMS Report 1. Quarterly report JAN FEB MAR

Motion was made and seconded to acknowledge the EMS Report.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Closed Session

<u>Closed Session in accordance to Section 551.071, the Texas Open Meetings Act</u> <u>Consultation with Attorney - to deliberate pending or contemplated litigation.</u>

RESULT: NO ACTION

Open Session – Deliberation and possible action regarding the following:

Open Session in accordance to Section 551.071, the Texas Open Meetings Act. Deliberation and possible ACTION regarding consultation with Attorney on pending or contemplated litigation.

RESULT:	NO ACTION	
J.	Adjournment	
	The meeting was closed at 6:21 PM.	
		Presiding Officer of the Council
Recorder		

1.E.2

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5403

ACTION ITEM (ID # 5403)

Consideration and ACTION to approve the second reading of an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Los Fresnos, TEXAS; authorizing the City Secretary to distribute such plans; containing various provisions related to the foregoing subject.

This is the project plan we discussed last meeting along with the financing plan. The developer agreed with our proposal. The first reading was approved several months ago but we were waiting for the final approval of the County before we made our final reading and approval.

I recommend approval.

ORDINANCE NO. 554

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF LOS FRESNOS, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

This ordinance wa					
after the second : Ordinance,	reading of t	motion	was	non and discuss made	on of the
Ordinance,	а	motion		the Ordinance	
passed and adopte	ed in accorda	nce with the C			
seconded by	a in accorda	ince with the c	ity s Home Ruic	charter. The h	and
carried by the follo	owing voted:				
	3 (III				
Mayor Alejandro	Flores		For _	Against A	Abstained
Councilmember A	lbert Escobe	do	For _	Against A	Abstained
Councilmember Ju	ıan Munoz		For _	Against A	Abstained
Councilmember G	abriela Fern	andez		Against <i>A</i>	
Mayor Pro-Tem L		Z		Against A	
Councilmember T	erry Vinson		For _	Against A	Abstained
548, created Reinve	stment Zone I	Number One, Cit	ty of Los Fresnos,	Texas; and	
WHEREAS	s, the Board of	f Directors of the	e Reinvestment Zo	ne Number One h	as approved
and recommended	approval of	the Project Plan	and Reinvestme	nt Zone Financin	g Plan (the
"Project Plan") attac	ched hereto fo	r the developme	nt of said Zone; ar	nd	
WHEREAS	s, before the C	ity and the Board	d of Directors of th	e Reinvestment Zo	one Number
Two may impleme	nt the Projec	t Plan, the City	Council must a	pprove the Projec	ct Plan and
determine whether	said Project P	lan is feasible ar	nd in conformance	with the City's m	aster plans;
now, therefore,					
BE IT ORDAINED	BY THE CIT	Y COUNCIL O	F THE CITY OF	LOS FRESNOS,	ΓEXAS;
Section 1.	That the	findings containe	ed in the preamble	of this Ordinance	are declared
to be true and correct	ct and are here	eby adopted as pa	art of this Ordinan	ce.	

Section 2.	That Council does hereby find the Project Plan is feasible, in conformance
with the City's planne	ed development, and also conforms to the requirements set forth in Chapter
311, Texas Tax Code.	
Section 3.	That the Project Plan and Reinvestment Zone Financing Plan attached
hereto for Reinvestme	nt Zone Number One, City of Los Fresnos, Texas is hereby approved.
INTRODUCED ANI 2023.	D APPROVED on the first reading this day of,
APPROVED AND I 2023.	PASSED on the second reading this day of,
	Mayor, Alejandro Flores
ATTEST:	
City Secretary, Jacqu	ıeline Moya

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF LOS FRESNOS, TEXAS

FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

May 9, 2024

TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER TWO, CITY OF LOS FRESNOS, TEXAS THE WOODS AT LOS FRESNOS TIRZ

FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

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I. Introduction

The purpose of the a increment reinvestment zone (the "Zone" or "TIRZ") is to finance construction of public facilities and infrastructure necessary to catalyze residential and/or commercial development and redevelopment within the Zone's boundary, to incentivize development with public funds, and to catalyze collateral development and tax base expansion as a result of TIRZ-assisted development.

Expenditures associated with the design, construction, and in some instances, maintenance of public facilities and public infrastructure, as well as other specific project related costs, are funded by tax increment revenues derived from increases in property values following new residential and commercial development, and the ad valorem taxes levied on the new value. Sales tax collections within the zone may also be used to finance project costs.

The residential development plan calls for lot preparation and construction of approximately 188 acres of land into approximately 800 lots, with three different price points, and in three separate phases. In additional, the developer will also develop commercial frontage along Tx Hwy 100, into mixed commercial uses. Lastly, the developer as set aside 15 acres of land to accommodate the possible development of a large super market to service the City residents and surrounding communities. Exact uses for the commercial frontage have not yet been determined; the vast majority of the commercially-developed acreage will be for uses that will generate new sales tax revenues for the CITY OF LOS FRESNOS.

Executive Summary

CAPA TEXAS (the "Developer"), whose owners, Rufino Garza, Sr. and Ramiro Flores, are proposing to develop the approximately 188+ acres of land into a mixed use residential and commercial development, with related public infrastructure including roads and underground water and sanitary sewer, and drainage facilities to enable the development of the acreage which is current raw and without utility service. In addition, the Developer will also construct improvements to Whipple Road to both widen and improve the roadway between FM803 and FM1575 to accommodate the anticipated increase in automobile traffic generated by the residents purchasing homes in the subdivision.

The acreage for commercial uses is also void of all public infrastructure needed for the land's development. The capital costs associated with the commercial tracts will be refined as its uses are determined. Detailed plans, total capital investment, including estimates for the additional infrastructure that will be required to be installed to enable the commercial development will be generated within 2-3 years after the creation of the TIRZ. Consequently, project cost values in the plan are based on today's best estimates.

The Developer is seeking reimbursement of the public infrastructure costs for the both the residential and commercial infrastructure needed to support the development as well as all costs associated with the improvements to Whipple Road, and interest associated with the expenditures for those components of the project. Interest carry costs included in the project plan will finance both reimbursements for carry costs of the developer as well as debt service costs for any tax exempt bonds that might be sold to reimburse the same, should bonds be authorized and issued to repay the developer for these costs. Inclusion of Chapter 380 powers in the TIRZ project plan will enable some portion of the future increments to be used in some instances to stimulate commercial development projects. Any such expenditures will be coordinated with the City of Los Fresnos.

Map 1 depicts the location of the Proposed Tax Increment Reinvestment Zone No. 2.

- B. CAPA TEXAS is requesting that the CITY OF LOS FRESNOS, and CAMERON COUNTY ("the County") participate in the tax increment financing zone to help finance public infrastructure improvements, interest carry on the borrowing, and to enable the TIRZ to provide reimbursements pursuant to approved reimbursement agreement(s) for approved costs within the zone. The duration of the zone is projected to be forty (40) years, with the zone being in existence through calendar year 2063. Cameron County participation is limited to twenty years, with the last year's revenues paid in 2045. The City's last year's payment will be made in 2064, unless the reinvestment zone pays all project costs prior. Unless the reinvestment zone creation ordinance and the project plan and reinvestment zone financing plan are amended, the zone would terminate by operation of law upon final payment of reimbursements to the developer for privately financed infrastructure costs set forth in this Plan.
- C. The Cost of the Project, including public infrastructure improvements and related capital costs, estimated developer (or bond) interest, drainage, detention, creation costs, and costs for administration of the zone is estimated to total approximately \$72.2 Million at this time. The Developer is seeking reimbursement of the public infrastructure costs associated with the development project including improvements to Whipple Road as referenced above, interest associated with the expenditures for those components of the project, which interest revenues may also be used for tax exempt bonds, should bonds be authorized and issued to repay the developer for these costs.

The creation of a local government corporation (Redevelopment Authority) is also proposed to facilitate development of the TIRZ, and provide the mechanism for issuance of tax exempt bonds to repay development costs as the revenues to support the debt service on the bonds are sufficient to amortize the bonded indebtedness.

D. All capital costs associated with the development will be financed with private capital, either borrowed or from revenues of the Developer. It is the intent of the Developer to enter into an agreement with the TIRZ/ Redevelopment Authority to receive reimbursement for investments made in the reimbursable project costs and public infrastructure facilities from revenues generated by the TIRZ.

II. PROJECT PLAN

A. Overview

Tax increments generated within the zone will provide the funding necessary to finance either grants or reimbursements for infrastructure costs needed to undertake the project, which would not otherwise be developed due to the high cost of developing raw land completely lacking utility service and drainage infrastructure. This development will help significantly increase the CITY OF LOS FRESNOS and Cameron County's tax base, catalyze job creation, and generate additional revenues to the City and County general funds, and promote the economic development of both jurisdictions.

The Project Plan in this Part II and the Reinvestment Zone Financing Plan in Part III (collectively the "Project Plan and Reinvestment Zone Financing Plan") provide for the funding of all "project costs of the zone", and including of Cameron County, as well as associated engineering fees, legal fees, financial services fees, creation

Public Infrastructure costs.

See Table 1 for a detailed breakdown of current estimates for infrastructure and other reimbursable projects in the entire development,

III. REINVESTMENT ZONE FINANCING PLAN

A. Introduction

The Reinvestment Zone Financing Plan (the "Financing Plan") addresses funding for identified project components, and including public improvements on the Project, that will be financed or repaid to the Developer by the TIRZ.

The Zone will include the development of three phases of residential development, including approximately 20 acres of commercial development adjacent to Hwy 100, on approximately 188 acres of land total. An additional 15 acres has been set aside to attract and catalyze development of a name-brand Super Market to service the area. The existence of the zone is contemplated to be through Tax Year 2064, unless the project costs are paid prior to that date. The development of the project will be performed by the Developer directly, and by contractors and home builders the developer will bring to the development. Infrastructure costs associated with the expansion of Whipple Road will also be financed by the Developer and reimbursed by the zone

B. Public Infrastructure

The municipality facility costs and public infrastructure improvements associated with the mixed use residential / commercial development and related with the interest for all phases of development are currently estimated to be \$ 72.2 Million. The majority of the costs will be financed with private capital, and reimbursed over time by the Zone pursuant to an agreement with the Developer from tax incremental revenues generated as a result of the tax base expansion in the Zone. Efforts are also planned to seek revenues from grants and other entities to also mitigate costs for certain infrastructure included in the finance plan budget. A summary of those costs is provided in Table 1. As the development is contemplated to take between five and eight years, it is anticipated that some costs, once incurred will be higher as prices for materials continue to increase.

C. Plan of Finance

1. Taxable value of the land in the proposed zone as captured by the Cameron County Appraisal District for Tax Year 2023 totals just over \$3.3 million. Title to the property is all in one account, and includes acreage that is also outside the zone and in the Town if Indian Lake. An adjustment to the base value will be sought once the plats are filed in both Los Fresnos and Indian Lake, in order that an accurate base value be assigned to each jurisdiction's TIRZ. Value is anticipated to grow to an estimated \$557 Million by Tax Year 2063.

2) Taxing Units

It is contemplated that the City of Los Fresnos will participate with 70% of the respective current approved M& O tax rate, and Cameron County will participate with 50% of its current M&O Rate only, not to include I&S and Road and Bridge

rates. Currently those rates total \$0.538 for the City and \$0.342123 for the County. Schedule C in the Exhibits reflects the valuation assumptions based on development over time. Schedule D in Exhibits reflects the estimate revenues generate by each jurisdiction over time.

3) TIRZ Bonds

Bonded indebtedness to accelerate repayment to the developer for infrastructure and public facilities project costs is planned, subject to the approval by the City Council. At the time of approval, the tax incremental revenues from the Zone would be pledged to the debt service, and would be the sole source of revenue for payment of bonded indebtedness. All proceeds of bonds would be used first to pay off developer debt, with surplus revenues then available to finance project plan costs yet to be paid. Bonds would be sold by a local government corporation created to facilitate the implementation of the zone project plan and issue of tax exempt contract revenue bonds at the appropriate time.

4) Economic Feasibility

A build-out schedule and tax revenue analysis was prepared by Calderon Economic Development Strategies, LLC, as part of the preliminary assessment of the Zone. The schedule in that analysis constitutes the economic feasibility study and demonstrates that it is feasible to finance the Zone Project Costs set forth in this Plan based on the proposed tax rates for participation by both the City and the County, and also based on the proposed zone life of 40 years. It is anticipated that the reinvestment zone will fund between 75-80% of the zone's project costs, including interest.

5) Chapter 380 Authority

The reinvestment zone will have Authority granted under Chapter 380, Texas Local Government Code. The Zone Board of Directors, with the consent of the City of Los Fresnos City Council, may elect to use that authority to finance projects to facilitate commercial development in the zone. Projects may include utility connection assistance, facade enhancements, green space development, landscaping in the public rights of way.

Table 1
Project Costs

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		Preliminary Plan Costs	Revised County for	Developer Costs	City Costs	Total project costs
Project Cost totals	Water Distribution System (1)	\$3,375,932	(2)	\$2,687,259	\$688,673	\$3,375,932
	Sanitary Sewer Collection (2)	\$2,935,555	0\$	\$2,437,143	\$498,412	\$2,935,555
	Lift Station (3)	\$1,139,704	0\$	\$569,852	\$569,852	\$1,139,704
	Commercial/Collector Road (8)	\$9,731,384	0\$	\$9,731,384	0\$	\$9,731,384
	Drainage	\$2,781,923	0\$	\$2,781,923	0\$	\$2,781,923
	Storm Water PP	\$220,186	0\$	0\$	\$220,186	\$220,186
	Whipple Road (4)	\$9,005,793	\$7,005,793	0\$	0\$	\$7,005,793
	Sewer Plant Expansion	\$4,600,000	0\$	0\$	\$4,600,000	\$4,600,000
	Interest (5)	\$30,000,000	0\$	0\$	\$30,000,000	\$30,000,000
	Chapter 380 Commercial Projects (6)	\$6,372,840	0\$	0\$	\$6,372,840	\$6,372,840
	Creation Costs	\$200,000	0\$	0\$	\$200,000	\$200,000
	Engineering (7)	\$1,412,928	0\$	\$706,464	\$706,464	\$1,412,928
	Administration	\$1,900,000	0\$	0\$	\$1,900,000	\$1,900,000
Total estimated project cost		\$73,676,245	\$7,005,793	\$18,914,025	\$45,756,427	\$71,676,245
% of burden			10%	56%	64%	100%
	Estimated TIRZ reimbursement					\$52,762,220
Note 1	City pay for main water line—benefit entire d	entire development area				
Note 2	City pay for the main waster water line from development to Whipple road Lift Station—benefit entire area	development to Whipple road Lift Station	n-benefit entire area			
Note 3	City pay for half of lift station on site due to city request for over size for additional hookups in the future as it will benefit entire area	ity request for over size for additional ho	ookups in the future as it will benefit entire a	area		
Note 4	Whipple Road not in LF taxing jurisdiction; proposed as a county project; indian Lake will fund \$2M	oposed as a county project; Indian Lake	e will fund \$2M			
Note 5	Oity pays for interest on developer advance funding for infrastructure	unding for infrastructure				
Note 6	City increment may finance Economic development of commercial areas with 380 funding; may include facade improvements, enhanced landscaping, green space development, per Section II C. (5) of the plan	opment of commercial areas with 380 fu	nding; may include facade improvements,	enhanced landscaping, green space	develpment, per Section II C. (5) of	the plan.
Note 7	Engineering costs are divided 50%					
Note 8	Includes electrical costs in Road ROW					
General note	City assumes all storm water, creation and administration costs. City responsibility is capped at 40 years and 70% tax rate participation unless additional agreement is made in the future.	dministration costs. City responsibility is	s capped at 40 years and 70% tax rate par	iicipation unless additional agreemer	t is made in the future.	

Legal Compliance / Chapter 311, Texas Tax Code

Existing and Proposed Uses of Land (Texas Tax Code § 311.011(b)(1)):

Existing Conditions: Existing land uses within the Zone include predominately undeveloped, vacant land. Overall the area lacks adequate infrastructure including water, wastewater and drainage facilities, and a sufficient roadway network. Maps 2 and 3 depict existing conditions.

Surrounding Land Uses: Land surrounding the proposed Zone is completely underdeveloped. The aerial view shown in Map 2 shows surrounding land uses.

Proposed Land Use: As stated above, the proposed land uses will accommodate the development of construction of a mixed use residential and commercial development.

<u>Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes,</u> and Other Municipal Ordinances (Texas Tax Code § 311.011(b)(2)):

All construction will be done in conformance with existing building code regulations of the CITY OF LOS FRESNOS There are no proposed changes of any city development ordinances, master plans, or building codes.

Estimated Non-Project Costs (Texas Tax Code § 311.011(b)(3)):

The project costs referenced in **Table 1** are inclusive of project costs to be financed by the Zone. The costs that would otherwise be project costs but are derived from other parties, such as the CITY OF LOS FRESNOS, Cameron County, the Texas Department of Transportation, or private sources, are non-project costs. Funding identified in **Table 1** for improvements will be leveraged to acquire non-project funding.

Method of Relocating Persons to be Displaced, if any, as a result of implementing the Plan (Texas Tax Code § 311.011(b)(4)):

There will be no persons displaced as a result of implementing the plan. The land has been and will be vacant at the time of zone creation.

Estimated Project Costs (Texas Tax Code § 311.011(c)(1)):

Table 1 lists the estimated project costs for the Zone including administrative expenses. As set forth in this Plan, the dollar amounts are approximate and may be adjusted based on actual costs incurred by the Developer(s) by the Board of Directors of the Zone. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on **Table 1**.

<u>Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed by the Zone (Texas Tax Code § 311.011(c)(2)):</u>

These details are described throughout the Plan, including but not limited to roadway construction, stormwater conveyance and management systems, water, wastewater improvements, sidewalks, lighting, signage, and landscaping enhancements. The cost of proposed improvements is detailed in **Table 1**.

Economic Feasibility (Texas Tax Code § 311.011(c)(3)):

As stated earlier, the lack of any infrastructure to support development of the property substantially retards its development and presents an economic and social liability for the CITY OF LOS FRESNOS. These conditions substantially impair and arrest the sound growth of the City. Further the area meets the statutory test for creation as it has an inadequate sidewalk and street layout, and lacks the necessary infrastructure to support development. Given these conditions, the area would benefit greatly from a Tax Increment Reinvestment Zone, which facilitates street and necessary infrastructure improvements, making the area more appealing to residential development. Build out assumptions for residential and commercial development are provided in **Schedules A** and **B**.

The City and the Zone find that the development plan is feasible. as projected Estimated revenues will be sufficient to finance reimbursement for all of the project costs. **Schedules C** and **D** constitute incremental revenue estimates for this Plan.

<u>Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)):</u>

Issuance of notes and bonds by the Zone may occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the projects and revenue schedules included in **Table 1** and **Schedules C and D**, as well as actual market conditions for the issue and sale of such notes and bonds.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code § 311.011(c)(6)):

Methods and sources of financing include the issuance of notes and bonds, as well as collaborations with developers and other entities for grant funding and public private partnerships. Tax increments will consist of contributions from the City and County. This figure is calculated as follows:

City contribution = \$0.376/\$100; County Contribution=\$0.17105 / \$100 of assessed valuation. These participation rates may change over time.

<u>Current Total Appraised Value of Taxable Real Property (Texas Tax Code § 311.011(c) (7))</u>:

As of January 2023, the current certified appraised value of taxable real property in the proposed zone is \$3.395M

<u>Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code § 311.011(c)(8)):</u>

It is projected that taxable property values in the Zone will increase to approximately \$557 Million by 2063. **Schedules C and D** shows the annual captured value of these increases in property value during the existence of the Zone.

1.E.2.b

Zone Duration (Texas Tax Code § 311.011(c)(9)):

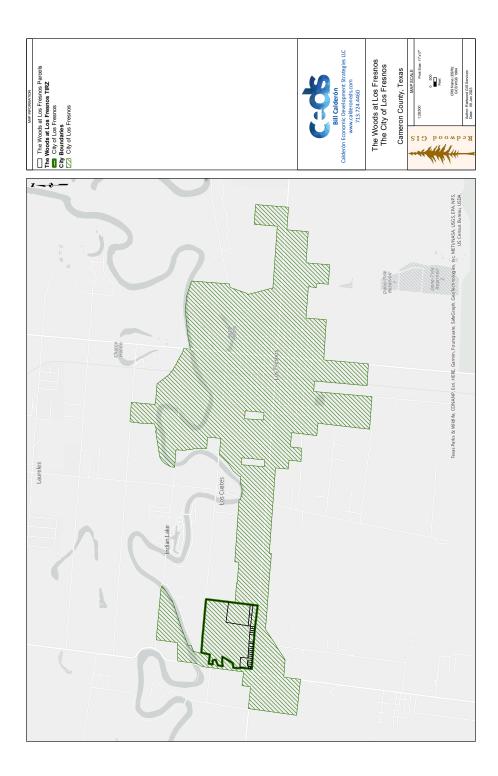
The zone as proposed would terminate on December 31, 2063. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

EXHIBIT 1

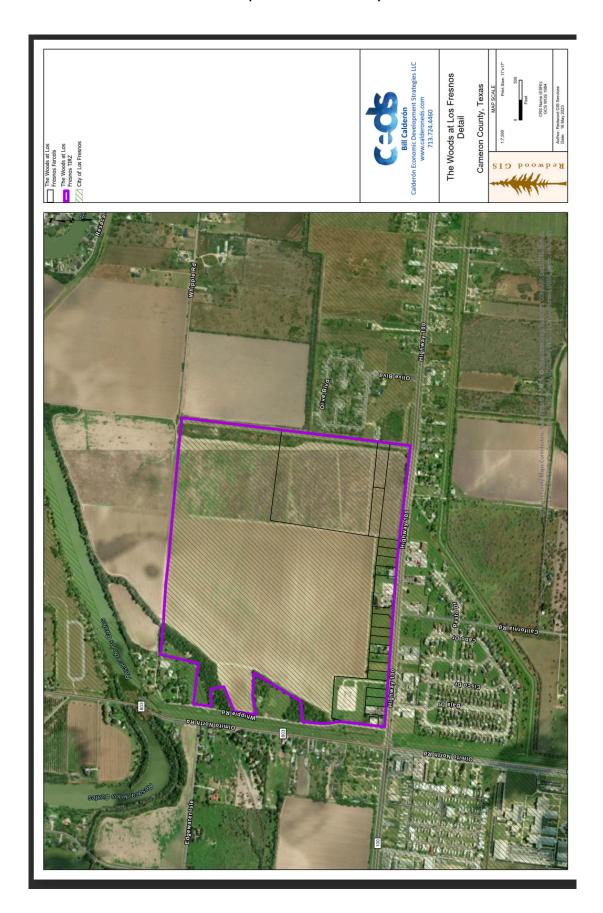
Metes and Bounds

Boundary Description The Woods at Los Fresnos TIRZ Proposed Area Cameron County A special district known as the Woods at Los Fresnos TIRZ, in Cameron County, is proposing to add 1 tract of approximately 202 acres, which can be described as follows: Tract 1 Beginning at a point located at the southwest corner of 0.2205 acre tract (FRESNOS LAND & IRRG CO 0.2200 ACS OUT OF 13.0254 ACS PT 30.598 BLK 187), also intersection of northern ROW of Highway 100 and eastern ROW of Whipple Road, north along east ROW of Whipple Road, also the west boundary of 214.27 acre tract (ESPIRITU SANTO GRANT SHARE 12 214.27 AC OUT OF 219.31 ACRES SHARE 12 PT BLKS 184 & 187 FRESNOS LAND & IRR CO SD) to the southwest corner of 5 acre tract (UNSUBDIVIDED SHARE 12 TRACT X-1 5.00 ACS OUT OF 122.00 ACS ABST 2); Then east along south boundary of said 5 acre tract to southeast corner of said tract; Then north along east boundary of said 5 acre tract to northeast corner of said tract; Then west along north boundary of said 5 acre tract to northwest corner of said tract; Then north along west boundary of said 214.27 acre tract, also east ROW of Whipple Road, to southwest corner of 1.2 acre tract (ESPIRITU SANTO GRANT SHARE 12 1.20 ACRESA OUT OF 131 ACRES); Then east along south boundary of said 1.2 acre tract to southeast corner of said tract; Then north along east boundary of said 1.2 acre tract to northeast corner of said tract; Then west along north boundary of said 1.2 acre tract to northwest corner of said tract; Then north along west boundary of said 214.27 acre tract, also east ROW of Whipple Road, to southwest corner of 2.03 acre tract (ESPIRITU SANTO GRANT SHARE 12 2.03 ACRES OUT OF 131 ACRES); Then east along south boundary of said 2.03 acre tract to southeast corner of said tract; Then north along east boundary of said 2.03 acre tract to northwest corner of said 214.27 acre tract; Then east along north boundary of said 214.27 acre tract, also south ROW of Whipple Road, to northeast corner of said tract; Then south along east boundary of said 214.27 acre tract to southeast corner of 6.2117 acre tract (TANDY'S CORNER REPLAT PHASE 1A LOT 1 BLK 1 (CAB 1 SLOT 2051-B CCMR)); Then west along south boundary of said 6.2117 acre tract, also north ROW of Highway 100, to beginning point of Tract 1.

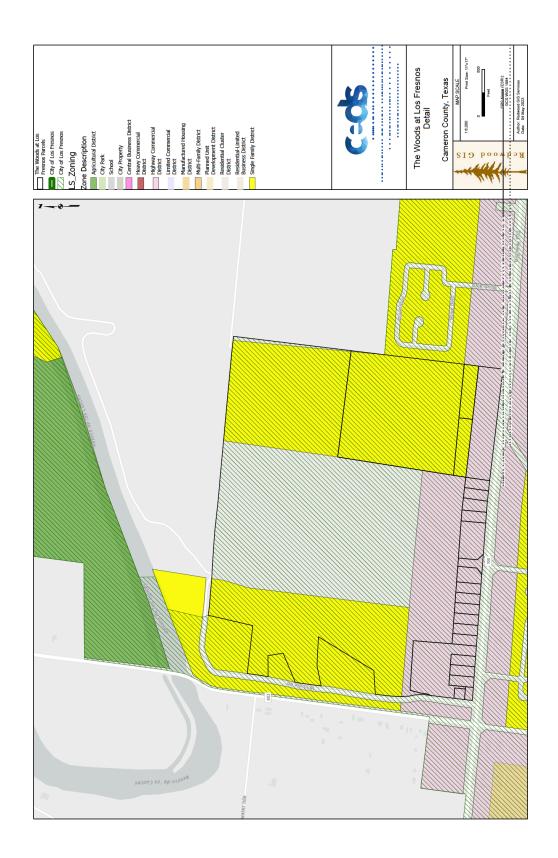
Map 1
Boundary



Map 2 —Aerial Map



Map 3—-Land Use



Schedules

Year 2023 2024 2025 Phase II # units value # units # units value # units Single Family DevPhase I 92 \$20,700,000 92 \$20,700,000 \$20,700,000 92 \$20,700,000 Phase II 221 lots—Los Fresnos 221 lots—Los Fresnos 70 \$17 (Less 50) Phase III 70 \$17 Phase III 199 Lots Commercial acreage \$20,700,000 \$20,700,000 \$20,700,000 \$38 Totals \$20,700,000 \$41,400,000 \$62,100,000 \$10 LF Cum Total / Year \$20,700,000 \$41,400,000 \$62,100,000 \$10													_	-	
# units value # units value value value # units value # un			2023		2024	2025	2026	2027	2028		2028	2029		2030 Total Lots	tal Lots
\$20,700,000 92 \$20,700,000 92 \$20,700,000 \$2 \$20,700,000 \$2 \$20,700,000 \$2 \$20,700,000 \$2 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000	l Dev	# nuits	value #	# nnits	value	walue #		# muits #	# nuits #	# nuits	#	#units	# nuits		
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\$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000 \$20,700,000	28) s—Los Fresnos						70 \$17,500,000 70	\$17,500,000	81 \$20,250,000						221
\$20,700,000 \$20,700,000	50) (s								O	92 \$24,840,000 92	000,	2 \$24,840,000	15 \$4,06	\$4,050,000	199
\$20,700,000 \$20,700,000 \$20,700,000 n Total / Year \$20,700,000 \$41,400,000 \$62,100,000	nercial acreage						\$21,000,000	\$2,500,000	\$2,500,000						
\$20,700,000 \$41,400,000 \$62,100,000			\$20,700,000			\$20,700,000	\$38,500,000	\$20,000,000	\$22,750,000	\$24,840,000	000	\$24,840,000	\$4,06	\$4,050,000	969
	m Total / Year		\$20,700,000			\$62,100,000	\$100,600,000	\$120,600,000	\$143,350,000	\$168,190,000	000	\$193,030,000	\$197,	\$197,080,00	
Note: Indian lake buildout is not included in the revenue estimates	Indian lake buildout is no	ot include	d in the revenue	estimal	tes						+++				

	Cum		114.880	344,641	689,281	1,258,688	1,959,901	3,822,071	5,000,176	6,200,757	8,711,053	10,022,961	11,374,227	12,766,030	15,676,151	17,197,012	18,763,498	22,038,865	23,161,944	24,318,716	26,737,409	28,001,444	29,303,401	30,644,416	32,025,661	34,913,707	36,423,031	37,977,635	39,578,877	41,228,15/	44,676,635	46,478,847	48,335,125	50,247,092	52,216,418
	Total TIRZ Tax	Revenues	Available 114.880	229,760 \$	344,641	569,406 \$	849.670 \$	1,012,500 \$	1,178,105	1,200,582 \$	1,273,697 \$	1,311,908 \$	1,351,265 \$	1,391,803	1,476,564 \$	1,520,861 \$	1,366,487	1,661,886 \$	1,123,079 \$	1,156,771 \$	1.227.219	1,264,035 \$	1,301,956 \$	1,341,015 \$	1,381,245 \$	1,465,363 \$	1,509,324 \$	1,554,604 \$	1,601,242 \$	1,649,279	1,749,720	1,802,212 \$	1,856,278 \$	1,911,967	1,969,326
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	County at 50%	Participation	for 20 years \$ 39.507	\$ 79,014	\$ 118,521	\$ 195,817	\$ 241,145	\$ 348,196	\$ 405,147	\$ 412,8// \$ 425,263	\$ 438,021	\$ 451,161	\$ 464,696	478,637	\$ 507,786	\$ 523,020	5 558,710	\$ 571,518	\$	<i>S</i>	~ v	·	\$	\$	<i>S U</i>			\$			n v	S	S		s
	County	Rate	Less Road and bridge / I & S	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123	0.342123																	
	City at 70%		Patricipation Le	\$ 150,746 \$	\$ 226,120 \$	\$ 373,589 \$	\$ 460,068 \$ \$ 557.471 \$	\$ 664,304 \$	\$ 772,958 \$	\$ /8/,/05 \$ \$ 811.336 \$	\$ 835,676 \$	\$ 860,747 \$	\$ 886,569 \$	\$ 913,166 \$	\$ 968,778 \$	\$ 997,841 \$	5 1,02/,//6 5 5 1,058,610 5	\$ 1,090,368	\$ 1,123,079	1,156,771	\$ 1.227.219	\$ 1,264,035	\$ 1,301,956	\$ 1,341,015	5 1,381,245	5 1,465,363	\$ 1,509,324	\$ 1,554,604	\$ 1,601,242	7 1,649,279	5 1,696,738	\$ 1,802,212	\$ 1,856,278	1,911,967	5 1,969,326
	0.98	Tax	Collection \$ 107,676	\$ 215,352	\$ 323,028	\$ 533,699	\$ 657,240 \$ 796.387	\$ 949,006	\$ 1,104,226	5 1,125,293	\$ 1,193,823	\$ 1,229,638	\$ 1,266,527	5 1,304,523	\$ 1,383,968	\$ 1,425,487	5 1,468,252	\$ 1,557,668	\$ 1,604,399	\$ 1,652,530	\$ 1,753,170	\$ 1,805,765	\$ 1,859,938	\$ 1,915,736	\$ 1,973,208	\$ 2,093,376	\$ 2,156,177	\$ 2,220,863	\$ 2,287,489	5 2,356,113	\$ 2,426,797	\$ 2,574,589	\$ 2,651,826	\$ 2,731,381	\$ 2,813,323
ΕD	100 % of	Los Fresnos	M&O Tax Rate	S	S	s,	5 0.530790 5 0.530790	S	s t	5 0.530790	S	5 \$ 0.530790	s c	5 0.530790	s	s	0.530790	·	\$	5 \$ 0.530790	r vs	s	0.530790	s	2 \$ 0.530790	·	S	5 \$ 0.530790	S	06.0530/90	n	S	S	S	2064 \$ 0.530790
SCHEDULE D		Coll:	Year 2025	2026	2027	2028	2029	2031	2032	2034	2035	2036	2037	2039	2040	2041	2042	2044	2045	2046	2048	2049	2050	2021	2052	2054	2055	2056	2057	2020	2060	2061	2062	2063	2064
		Tax :	Year 2024	2025	2026	2027	2028	2030	2031	2033	2034	2035	2036	2038	2039	2040	2041	2043	2044	2045	2047	2048	2049	2050	2051	2053	2054	2055	2056	7027	2059	2060	2061	2062	2063
			,	2	m	4	υ 9	7	∞ (y 6	=	12	£ ;	4 5	16	17	<u>∞</u> 6	20	21	22 22	2 42	25	79	77	78	, %	3	32	8 3	4 4	2 % 2 %	37	38	33	4
	County Cum Projected	Taxable	Valuation 20.700.000	41,400,000	62,100,000	102,600,000	126,350,000	182,440,000	212,280,000	222.819.900	229,504,497	236,389,632	243,481,321	258,309,333	266,058,613	274,040,372	282,261,383	299,451,313	308,434,853	317,687,898	337,035,091	347,146,144	357,560,528	368,287,344	379,335,964	402,437,525	414,510,650	426,945,970	439,754,349	452,946,980	466, 535, 589	494,947,394	509,795,816	525,089,690	540,842,381
	Los Fresnos Cum Projected	Taxable	Valuation 20,700,000	41,400,000	62,100,000	102,600,000	126,350,000	182,440,000	212,280,000	216,330,000	229,504,497	236,389,632	243,481,321	250,785,760	266,058,613	274,040,372	282,261,583	299,451,313	308,434,853	317,687,898	337.035.091	347,146,144	357,560,528	368,287,344	379,335,964	402,437,525	414,510,650	426,945,970	439,754,349	452,946,980	466,535,389	494,947,394	509,795,816	525,089,690	540,842,381
	City	Development	Valuation 5 20,700,000	\$ 41,400,000		\$ 102,600,000	\$ 126,350,000			\$ 216,330,000																									
SCHEDULE C	Tax	Roll	Jan 1				2028			2032	2034	2035	2036	2037	2039	2040	2041	2043	2044	2045	2047	2048	2049	2050	2051	2053	2054	2055	2056	2057	2058	2060	2061	2062	2063

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City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5405 A

ACTION ITEM (ID # 5405)

Consideration and ACTION to approve payment in lieu of land for park dedication for the Dunnco II Los Fresnos Subdivision.

The Planning & Zoning Board approved the Preliminary Plat at their meeting on November 20. The Final Plat will be coming for approval soon. This area is not where we would want a park. The cash in lieu of the park is utilized at 10% of the land value. This calculates to \$8,190.

The City requested the property owner to dedicate an easement in the front of the property for a water line that will go to the west. The value of the easement is \$4,200. This helps the city keep the water line out of the right-of-way and provide water to businesses all the way to FM 1575.

Due to the developer granting the easement, staff feels like that should cover the entire amount of \$8,190. The Planning & Zoning Board approved this at their meeting.

I recommend the payment of cash in lieu of park dedication be considered paid with the giving of the easement. So no cash exchange.

Updated: 4/25/2024 5:55 PM by Mark Milum A

1.E.4

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5406)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5406

Consideration and ACTION to approve the Quarterly Investment Portfolio Report ended as of March 31, 2024.

I recommend approval.



Investment Portfolio Summary For the Quarter Ended

As of March 31,2024

Investment Officer's Certification Quarterly Investment Report For the Quarter Ended As of March 31, 2024

transactions for all funds covered by this chapter for the reporting period." This report, which covers the quarter ended March 31, 2024 is signed by the City This report is prepared for the City of Los Fresnos in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.03(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment of Los Fresnos Investment Officer and the Investment Committee members and includes the disclosures required in the PFIA. The investment portfolio complied with the PFIA and the City of Los Fresnos' approved Investment Policy and Strategy throughout the quarter. All investment transactions made in the City's perffolio during this quarter were made on behalf of the City and were in full compliance with PFIA and the City's approved

Investment Policy.

City Manager/ Investment Committee

Investment Officer/Finance Director

Pablo A. Garza

Mayor/ Investment Committee

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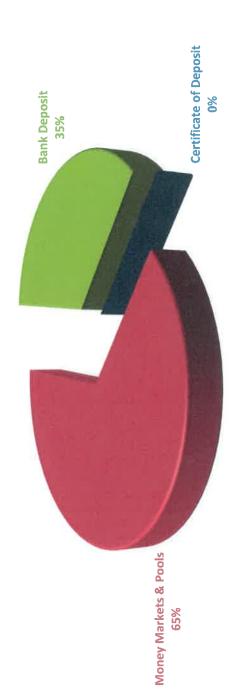
Quarterly Investment Report
Table of Contents
For the Quarter Ended
As of March 31,2024

4 Detail of Security Holdings
5 Portfolio Summary
6 Yield Summary
7 Quarterly Asset Reconciliation
8 Purchase/Sale Maturity

DETAIL OF SECURITY HOLDINGS March 31, 2024

Yield to Maturity		5.493		0.250	0.250		0.250	0.250			5,493	1	0.250	0.250	0.250	0.250	0.250	0,250			0.25			5,493		,		0.250	1			0.250			0.250	0.250	0.250	0.250	0.250	0.250	0.250	0.250			0.250		0.879	
Days to Maturity																																																
Market Value		2,166,330	2,000	116,677	7,315	706	9,438	229,144	2,534,610		1,176,140	2,000	797,556	245,277	250	88,235	63	3,694	*Talata		27,879	6/8/7		1,398,906	27,375	103,149	91	9	97,180	0.30	•	1,242	1	50	•	12,351	1,261	21,823	25,847	179,939	3,740	3,508	1,876,447		549,715	549,715	\$ 7,304,865	
Accrued Interest																																															s	
Market		100	100	100	100	100	100	100			100	100	100	100	100	100	100	100			100		1	66	100	100	100	100	100	100	100	100	100	100	001	961	007	100	100	100	100	100			100			
Book Value		2,166,330	2,000	116,677	7,315	106	9,438	229,144	2,534,610		1,176,140	2,000	797,556	245,277	250	88,235	63	3,694	tandor of the		27,879	6/8/17		1,398,906	27,375	103,149	•	9	97,180	0	(91)	1,242	e :	92	' '	12,351	1,261	21,823	25,847	179,939	3,740	3,608	1,8/6,44/		549,715	549,715	\$ 7,304,866	
Purchase Cost		2,166,330	2,000	116,677	7,315	706	9,438	229,144	2,534,610		1,176,140	2,000	797,556	245,277	250	88,235	23	3,694	2		27,879	6/9/17		1,398,906	27,375	103,149	29	9	97,180	0.30	ly .	1,242	- 5	20	' i	12,351	1,261	21,823	25,847	179,939	3,740	3,608	1,8/6,44/		549,715	549,715	\$ 7,304,866	
Purchase Price																																																
Par Value																																															\$	
Maturity Date																																																
Settlement Date																																																
Yield/ Coupon		5.493	((+	0.250	0.250		0.250	0.250			5.493	•	0.250	0.250	0.250	0.250	0.250	0.250			0.250			5,493	(† -	4	:6¢	0.250	9	9 (9	0.250			057:0	0,250	0.250	0.250	0.250	0.250	0.250	0.250			0.250			
Security CUSIP		First Public	FCB	FCB	80 H	FCB	FCB	85 8			First Public	FCB	82	FCB	FCB	FCB	FCB	FCB			8 2			First Public	2	82	EG.	FCB	FCB	FCB	FCB	7CB	2 5	9 6	2 5	2 2	2 5	5 5	9 1	2	FCB	FCB			FCB			
Security Description	General Fund	Lone Star Investment Pool-Emergency Reserve	FCB- Debit Cards	FCB-General Fund (Operating)	FCB-Senior Citizens	FCB-romeited Property-Non interest (PD Seizure Funds)	FCB-roriented Property (PU Seizure Funds)	FCB-Payroll		Water & Sewer Fund	Lone Star Investment Pool-Emergency Reserve	FCB- Debit Cards	FCB-Water & Sewer (Operating)	FCB-Water & Sewer (Meter Deposits LS)	FCB-W&S Rev Bonds 584-84A I&S	FCB-W&S Rev Bonds S84-84A (Reserved Funds)	FCB-Water & Sewer (Emergency Reserve)	FCB-Utility Expansion (Purchase Water Rights/Utility Improvements		Debt Service	FCB-Debt Servcie (Bond Payments)		Capital Projects	Lone Star Investment Pool-ARPA Funds	FCB-2016CDBG Grant Contract 7216300 (Streets)	FCB-TPW 50-000461 Nature Park	FCB-USDA (Water Distribution System Project)	FCB-Valley Legacy Foundation Grant (Hike & Bike Trail)	FCB-CO SR 2014 (Lopez LS, Land, Sewer Ext, Evergreen St	FCB-TWDB-DWSRF NO. 62627 (Egineering)	FCB-TWDB-CWSRF CO 2009 (Collection System/WWTP)	FCB-Tax Increment Reinvestment Zones (TIRZ)	FCD-1WOB-CWSRFING, 73067 (Egineering)	FCD-CO ON ZOL/ (Streets & City Mall)	COST 18X NOTE SETTES ZOLO (CITY TIGHT)	TAMB. DW/SRF 2020	WDD- DWSN 2020	Post Delimited Sec	rark Dedication ree	TCB-CO/Onavirus Relief Fund	WDB- DRAINAGE PROJECT 2022	FCB-Opiod Abatement Fund		Community Development Corp	FCB-CDC (Operating)		TOTAL PORTFOLIO	

PORTFOLIO SUMMARY MARCH 31, 2024



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YIELD SUMMARY As of March 31, 2024

Security Description	Security	Settlement Date	Maturity Date	Par Value	Market Value	Percent of Assets	Days to Maturity	Weighted Average Maturity	Yield to Maturity
Bank Deposit First Community Bank	FCB				2,563,489	35%			0.25
Money Markets & Pools Lone Star Investments	First Public				4,741,376	%59			5.49
Certificate of Deposit First Community Bank	FCB			ı	1	%0	ı	r	
TOTAL PORTFOLIO				\$	\$ 7,304,865	100%			5.74

MARKET VALUE ASSET RECONCILIATION FROM 01-01-2024 TO 03-31-2024

Security	Market Value 01-01-2024	Additions Purchases	Withdrawls Sales	Realized	Unrealized Gains	Interest Gains	Market Value 03-31-2024
Bank Deposit First Community Bank	2,563,489	•	1	ı	•	•	2,563,489
Money Markets & Pools Lone Star Investments	5,956,112	1	(1,282,177)	1	1	69,530	4,743,465
Certificate of Deposit First Community Bank	•		•				1
	\$ 8,519,601	\$	\$ (1,282,177)	\$	₩	\$ 69,530	\$ 7,306,954

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PURCHASE AND SALE MATURITY FROM 01-01-2024 TO 03-31-2024 Amount

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1.E.5

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5412)

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5412

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.

Updated: 4/25/2024 1:10 PM by Jacqueline Moya



DISPOSITION SERVICES 74 WASHINGTON AVENUE NORTH BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

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

(This form is for State/Local Law Enforcement Agencies (LEA) only) *Indicates Required Fields SECTION 1: *Agency Name: LOS FRESNOS POLICE DEPARTMENT Originating Agency Identifier (ORI) #:(if applicable) TX0310500 *Agency Physical Address: 200 ORTH BRAZIL ST. *City: LOS FRESNOS *State: TX *Zip Code: 78566 *NCIC P.O. Box or Address (if different than above i.e., terminal location) *Phone #: (956) 233-4473 *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. 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. Enter "XXXXX" or "N/A" into all screener fields not used. CHIEF OF POLICE **HECTOR** GONZALEZ *#1 *Official Title / Rank *First Name *Last Name hgonzalez@losfresnospd.us (956) 233-4473 *Email *Phone Number POC (Aircraft/Small Arms/Vehicle) ASSISTANT CHIEF JUAN RODRIGUEZ *Official Title / Rank *First Name *Last Name irodriguez@losfresnospd.us (956) 233-4473 *Email *Phone Number POC (Aircraft/Small Arms/Vehicle) CMDR. CHARLIE BANDA *Official Title / Rank #3 *First Name *Last Name cbanda@losfresnospd.us (956) 233-4473 *Email *Phone Number POC (Aircraft/Small Arms/Vehicle) *Official Title / Rank *First Name *Last Name *Email *Phone Number POC (Aircraft/Small Arms/Vehicle) #5 *Official Title / Rank *First Name *Last Name *Email POC (Aircraft/Small Arms/Vehicle) *Phone Number *Official Title / Rank *First Name *Last Name *Email *Phone Number POC (Aircraft/Small Arms/Vehicle) #7 *Official Title / Rank *First Name *Last Name *Email *Phone Number POC (Aircraft/Small Arms/Vehicle)

RESE	RVED FOR LAW ENFORCEMENT A	GENCY USE ONLY
Law Enforcement Agency/Activity - The LESO Prograpplicable Federal, State and Local laws and whose		agency/activity whose primary function is the enforcement of icers have the powers of arrest and apprehension.
* contained in this application is valid and accura	ite. I understand that I must provide mation changes: a) Chief Law Enforcemed) that my agency is abiding by the cur	as described above. I certify that all information by State Coordinator an application to update my agency nt Official (CLEO) changes, b) Agency physical address rent version of the LESO approved State Plan of Operation (SPO) by SPO Addendum(s) on file.
I am signing this documen	t as the CLEO of this law enforceme	nt agency.
*(Check only one): In my official position or a please provide appropriat	s Acting/Interim, I am authorized to e documentation (i.e., current depar	sign documents on behalf of the CLEO for this agency. If checked, rtment policy, agency memorandum or other suitable ndividual holding that official position).
the relevant local governing body or authority, the property, the supervision of such use, and the eva provides annual training to relevant personnel on	at my agency has adopted publical fluation of the effectiveness of such the maintenance, sustainment, an	n for all controlled property, which states; With the authorization of ly available protocols for the appropriate use of controlled use, including auditing and accountability policies; and that it d appropriate use of controlled property. I certify under penalty of in judicial actions or prosecution under 18 USC § 1001.
CHIEF OF POLICE	HECTOR	GONZALEZ
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
hgonzalez@losfresnospd.us		
*EMAIL SECTION 3:	*SIGNATURE	*DATE
current version of the LESO approved State Plan of Oper Addendum(s) on file.	ation (SPO) and any SPO Addendum(s)a	and d) that the LEA has a signed copy of the SPO and any SPO
*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE
SECTION 4:		
RE	SERVED FOR LESO	USE ONLY
accordance with DOD 4160.21-M, Volume 3, Enclosur ndividuals identified in Section 1 of this form to scree screener letter supersedes all previously issued scree	e 5, Section 3 (k). In accordance with en excess property at your facilities as ner letters for this Law Enforcement A	ener Identification and Authorization must be accomplished in the aforementioned reference, the LESO Program authorizes the sauthorized participants in the LESO Program. This authorized Agency/Activity and is valid only on or after the date signed by dditional personnel may assist receiving material previously screened
*This agency is authorized to screen items via the LES	O Program under authorized Agency	DODAAC:
LESO Notes:		

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Law Enforce	mant Amount (TEA)	
Law Enforces	nent Agency (LEA)	

- 1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.
- 2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State 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, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.
- 3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".
 - a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:
 - i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
 - ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
 - b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

- c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a LEA at any time.
- f) General use of definitions/terms:
 - i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
 - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
 - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.
 - (1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.
 - (2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.
 - (3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.
 - (4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

- h) The program may authorize digital signatures on required program documentation.
- i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

- a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.
- b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.
- c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.
- d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB)(or designee) and the current SC/SPOC.
- e) Provide program participants the following information:

i) The LESO Program State POCs:
State Coordinator (SC): Michelle Farris
State Point of Contact (SPOC): Rolando Ayala
State Point of Contact (SPOC): John Riddick
State Point of Contact (SPOC): Patricia Deaver
ii) SC/SPOC Facility Information:
Physical Mailing Address: 5805 N. Lamar Blvd Bldg G_Austin, Texas 78752
Email: TxLESOProgram@dps.texas.gov
Phone Number: (512) 424-7590
Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program
Hours of Operation: 7:00AM – 5:00PM (CST)

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

iii) Funding to administer the LESO Program at the State-level is provided via:

management and oversight of this program. All funding and staffing will be provided by the Texas Department

of Public Safety.

- 5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:
 - a) Conduct quarterly reconciliations of State property records.
 - b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the LEA.
 - c) Ensure LEAs receive and account for property in the property accounting system within 30 days.
- 6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program, for timely and accurate guidance, information, forms and links concerning the program.

- 7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.
- 8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. 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 their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:
 - a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
 - b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

- c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

- a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.
- b) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA's, may still be required to attend training as the training qualifies the LEA, not the individual.
- c) Upon completion of the mandatory training, at least one of the LEA's authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.
- d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.
- e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA's inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

- iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - (1) Robots: one (of each type) for every ten officers (full-time/part-time).
 - (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
 - (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
 - (4) Small arms: one (of each type) per officer (full-time/part-time).
 - (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

	Acceptable locations
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

- i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
- ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.
- 11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.
 - a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.
 - b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.
 - c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

- ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.
- iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.
- iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.
- v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.
- vi) Local destruction (DEMIL) of small arms is not authorized.
- vii) Lost, Stolen or Destroyed (LSD) small arms:
 - (1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.
 - (2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).
 - (a) Reimbursement will be within 60-days of the completion of the FLIPL.
 - (b) Title will never transfer to the recipient regardless of the status of the small arm.
 - (c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.
 - (3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

- vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).
 - (1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.
 - (2) The State-level (internal) PCR will include, at minimum:
 - (a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.
 - (b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.
 - (c) An inventory of property selected for review at each LEA.
 - (d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.
 - (3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
 - (4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

- i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:
 - 1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.
 - Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.
 - 3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.
 - 4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.
 - 5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

- 13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:
 - a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
 - b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
 - c) Validate the annual physical inventory certifications submitted by LEAs.
 - d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
 - e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO.
 - f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.
- 13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.
 - a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
 - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
 - b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.
- 14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). <u>Suspension-A</u> specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. <u>Termination-The</u> removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. <u>Restricted Status-A</u> specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

- a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.
- c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

- i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.
- ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.
- iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.
- iv) Provide documentation to LESO when actionable items are rectified for the LEA.
- v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.
- vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.
- vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

- 15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.
- 16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.
- 17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), 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 the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.
- 18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the 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 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 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 CFR Part 90 and 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 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.
- 19) INDEMNIFICATION CLAUSE The 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 program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG 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 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 LEA, its agents, servants, or employees after the property has been removed from USG control.

- **20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges 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.
- 21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:	
Full Name (Print):Michelle Farris	
Signature (Sign):	Date (MM/DD/YYYY):
Chief Law Enforcement Official (CLEO) (or designee):	
Title (Print): Chief of police	
Full Name (Print): Hector Gonzalez	
Signature (Sign):	Date (MM/DD/YYYY):
Civilian Governing Body Official (CGB) (or designee):	
Title (Print): City Manager	
Full Name (Print): Mark Milum	
Signature (Sign):	Date (MM/DD/YYYY):

1.E.6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5413 A

ACTION ITEM (ID # 5413)

Consideration and ACTION to approve the first reading of an ordinance amending the Los Fresnos Code of Ordinances, Chapter 48-Zoning, Article II-District Regulations, Division 7-Additional Standards, Subdivision IV-Signs, Section 48-273 Signs exempted from certain regulations and repealing all ordinances and parts of ordinances in conflict therewith.

We have discussed this a few times and decided to follow state law so there is no confusion.

Political signs will be allowed to be put up 90 days before the date of the election the sign relates to, instead of 60 days before the first day of early voting. This will be much easier to monitor.

I recommend approval.

ORDINANCE 556

AN ORDINANCE AMENDING THE LOS FRESNOS CODE OF ORDINANCES, CHAPTER 48-ZONING, ARTICLE II-DISTRICT REGULATIONS, DIVISION 7-ADDITIONAL STANDARDS, SUBDIVISION IV-SIGNS, SECTION 48-273 SIGNS EXEMPTED FROM CERTAIN REGULATIONS AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

This ordinan	ice was in	ntroduc	ed and su	bmitted to	the City	Council fo	or passage a	nd adoptior	n after th	e secon	d reading	5
of the Ord	dinance.	Aft	er presei	ntation a	nd disc	ussion of	the Ordin	nance, a	motion	was r	nade by	7
						that the	Ordinance	be finally	passed	and ad	lopted in	ì
accordance	with	the	City's	Home	Rule	Charter.	The	motion	was	second	ded by	7
			·				_ and carrie	ed by the fo	ollowing	voted:		
Mayor Alej	andro F	lores				_	For	Against _	Abs	tained		
Mayor Pro-	Tem Al	bert E	scobedo				For	Against _	Abs	tained		
Councilmen	mber Ju	an Mu	noz				For	Against _	Abs	tained		
Councilmen	mber Ga	briela	Fernand	ez		_	For	Against _	Abs	tained		
Councilmen	mber Lu	is Gor	nzalez				For	_				
Councilmen	mber Te	rry Vi	nson			_	For	Against _	Abs	tained		

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

SECTION 1. Chapter 48, Zoning, in the Code of Ordinances of the City of Los Fresnos, Texas is hereby amended to reflect as follows:

SECTION 2. Article II, District Regulations, Division 7, Additional Standards, Subdivision IV, Signs, Sec. 48-273 Signs exempted from certain regulations.

- (12) Political election signs. Political election signs, provided:
 - a. That no political signs may be placed on any city owned property, including any easement or right-of-way.
 - b. That political signs may be placed on private real property with the consent of the property owner subject to the following:
 - 1. No permit for or approval of the city is required for placement of political signs.
 - 2. No political sign may be greater than an effective area of 36 feet, be more than eight feet high, be illuminated, or have any moving elements.
 - 3. Any political sign that becomes loose and is blown from the property that it was placed on is subject to any anti-littering ordinance of the city.
 - 4. No political signs may be placed on any real property earlier than 60 days before the first day of early voting, ninety (90) days before the date of the election to which the sign relates; and such signs must be removed no later than the 15th day following the election by the candidates for public office or by the owner of the private real property.

5. This subsection (12) does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

SECTION 3. That all ordinances that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

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

INTRODUCED AND APPROVED on the firs	t reading this day of	, 2024.
APPROVED AND PASSED on the second rea	ading this day of	, 2024.
	Mayor, Alejandro Flores	
ATTEST:		
City Secretary, Jacqueline Moya		

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Change Order Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5425 A

ACTION ITEM (ID # 5425)

Consideration and ACTION to approve change order number 1 for the FM 1847 North HS Park Connection Sidewalk Project and budget amendment to reflect the change order.

This is the sidewalk project on the west side of FM 1847 (Arroyo Boulevard) from First Street to Resaca Retreat. Due to several changes in the field as work is occurring, there is an overall reduction in the contract amount of \$696.00. It will be reduced from \$486,888 to \$486,192.

The funding would change to as follows: Federal \$300,463.84, State \$37,557.98, City \$50,137.98 for a total of \$388,159.80 and the agreement to split the remaining amount with the CCRMA. That new amount would be a total of \$98,032.20 or \$49,016.10 for the City and CCRMA, a savings of \$348 for each.

I recommend approval.

Updated: 5/8/2024 12:28 PM by Mark Milum A



City of Los Fresnos, Texas Change Order Details

2023-FM1847-01 (CSJ: 0921-06-325)

Description

FM 1847 North HS Park Connection Sidewalk Project.

The principal items of work are as follows: * Sidewalk * Striping * Miscellaneous Pedestrian Elements * Curb Ramps * Signage

Prime Contractor

Texas Cordia Construction, LLC 3149A Center Pointe Drive

Edinburg, TX 78539

Change Order

Pending

Status

04/29/2024 Date Created

Type

Minor

Summary

Field Conditions Adjustments

Change Order #1 is in response to RFI Nos. 1 -5 for additional ramps and sidewalk width revisions needed due to field conditions (along w/ new Change Order Description

driveway at Sta. 116+05, and remove proposed sidewalk to accommodate a proposed driveway at Sta. 115+00 (to be installed by others as per

coordination w/ developer). These revisions include reducing sidewalk from 6' to 5' from South Canal St. to North Canal St., remove a proposed

direction from City Management).

\$486,888.00 Awarded Project Amount

\$486,888.00 Authorized Project Amount

-\$696.00 Change Order Amount \$486,192.00 Revised Project Amount

FM1847-01 (CSJ: 0921-06-325) ge Order Details: Packet Pg. 72

1.E.7.a 05/07 Page

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current	rent	Change	مه	Revised	ed
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description	tion								
0180	530-6004	SY	\$145.000	000-92	\$11,020.00	-19.000	-\$2,755.00	57.000	\$8,265.00
DRIVEWAYS (CONCRETE)	NCRETE)								
0190	530-6005	SY	\$120.000	104.000	\$12,480.00	22.000	\$2,640.00	126.000	\$15,120.00
DRIVEWAYS (ACP)	(c)								
0200	531-6001	SY	\$78.000	1,860.000	\$145,080.00	-77.000	-\$6,006.00	1,783.000	\$139,074.00
CONC SIDEWALKS (4")	S (4")								
0210	531-6005	EA	\$2,675.000	000 4.000	\$10,700.00	1.000	\$2,675.00	5.000	\$13,375.00
CONC. RAMPS (TY 2)	72)								
0220	531-6010	EA	\$2,750.000	13.000	\$35,750.00	1.000	\$2,750.00	14.000	\$38,500.00
CONC. CURB RAMP (TY 7)	(TY 7)								
5 items			Totals	S	\$215,030.00		-\$696.00		\$214,334.00
Recommended By:		Recommended By:	d By:	Recommended By:		Approved By:	Ap	Approved By:	
Engineer of Record,		ject Manag∈	Project Management Office,	Responsible Person in Charge,		City Mayor,	S	Contractor,	
GDJ Engineering, LLC		Cameron County RMA	ty RMA	City of Los Fresnos	-	City of Los Fresnos	Те	Texas Cordia Construction, LLC	ruction, LLC

6. 54 ge Order Details: FM1847-01 (CSJ: 0921-06-325)

1.E.7.a ege A



CHANGE ORDER #1 PROJECT 2023-FM1847-01



FM 1847 Sidewalk Project

April 24, 2024

Contractor: Texas Cordia Construction, LLC

3149-A Center Pointe Drive

Edinburg, Texas 78539

Owner: City of Los Fresnos

Project Manager: Cameron County Regional Mobility Authority (CCRMA)

Engineer: GDJ Engineering, LLC

Project: FM 1847 Sidewalk Project

CSJ: 0921-06-325

Limits: From 1st Street to Resaca Street

Purpose: Change Order #1 is in response to RFI No. 1 for additional ramps and revisions needed

due to field conditions and new development coordination. These revisions include reducing sidewalk from 6' to 5' from South Canal St. to 190' North of North Canal St., remove a proposed driveway at Sta. 116+05, and remove proposed sidewalk to accommodate a proposed driveway at Sta. 115+00 (to be installed by others). An existing concrete driveway (Sta. 102+85.00) is also recommended to remain in place after field measurements determined this pedestrian access route to be in compliance. ACP driveways were measured and it was verified that to accommodate ada and driveway

requirements there is an overrun quantity of approximately 22 SY.



CHANGE ORDER #1 PROJECT 2023-FM1847-01



FM 1847 Sidewalk Project

CHANGE IN CONTRACT PRICE:	CHANGE IN MATERIAL, QUANTITIES AND/OR TIME:
Original Contract Price: \$486,888.00	Original Quantities Item 531 6003 Conc Sidewalk = 1860 SY @ \$78.00 / LF Item 530 6004 Driveways (Conc) = 76 SY @ \$145.00 / SY Item 530 6005 Driveways (ACP) = 104 SY @ \$120.00 / SY Item 531 6005 Conc Ramps (TY 2) = 4 EA @ \$2,675.00 / EA Item 531 6010 Conc Ramps (TY 7) = 13 EA @ \$2,750.00 / EA
Amount of Previous Change Orders: \$0.00	Change Order #1 Quantities Item 531 6001 Conc Sidewalk = 1783 SY @ \$78.00 / LF Item 530 6004 Driveways (Conc) = 57 SY @ \$145.00 / SY Item 530 6005 Driveways (ACP) = 126 SY @ \$120.00 / SY Item 531 6005 Conc Ramps (TY 2) = 5 EA @ \$2,675.00 / EA Item 531 6010 Conc Ramps (TY 7) = 14 EA @ \$2,750.00 / EA
Contract Price Prior to Change Order #1 \$486,888.00	Original Item Costs Total Item 531 6001 Conc Sidewalk = \$145,080.00 Item 530 6004 Driveways (Conc) = \$11,020.00 Item 530 6005 Driveways (ACP) = \$12,480.00 Item 531 6005 Conc Ramps (TY 2) = \$10,700.00 Item 531 6010 Conc Ramps (TY 7) = \$35,750.00 Total = \$215,030.00
Net Increase/Decrease of Change Order #1: - \$696.00	Change Order #1 Costs Total Item 531 6001 Conc Sidewalk = \$139,074.00 Item 530 6004 Driveways (Conc) = \$8,265.00 Item 530 6005 Driveways (ACP) = \$15,120.00 Item 531 6005 Conc Ramps (TY 2) = \$13,375.00 Item 531 6010 Conc Ramps (TY 7) = \$38,500.00 Total = \$214,334.00
Contract Price with all Approved Change Orders: \$486,192.00	Contract Time: No Change



CHANGE ORDER #1 PROJECT 2023-FM1847-01



FM 1847 Sidewalk Project

Change Order Sheet Summary Revisions:

Sheet No. 7 – Estimated Quantities

Reduced Item 531-6001 Conc Sidewalks from 1860 to 1796 CY based on adjacent development coordination and field conditions.

Reduced Item 530-6004 Driveways (CONC) from 76 SY to 57 SY based on field measurements.

Increased Item 530-6005 Driveways (ACP) from 104 SY to 126 SY based on adjacent development coordination and field conditions and measurements.

Increased Item 531-6004 Conc Ramps (TY 2) from 4 to 5 EA to account for additional ramp.

Increased Item 531-6010 Conc Ramps (TY 7) from 13 to 14 EA to account for additional ramp.

Sheet No. 26 – Plan Layout 1 of 3

Sidewalk reduced from 6' to 5' width from approximately Sta. 109+10.00 to Sta.103+80.00 to accommodate field conditions, existing AT&T manhole, and to avoid impacting private fence lines.

Existing concrete driveway at station 102+85 was modified to remain after field measurements verified pedestrian access route was in compliance.

Quantities revised

Sheet No. 27 – Plan Layout 2 of 3

Driveway at Sta. 116+05.00 was removed due to coordination with private developer. Proposed sidewalk with curb was added at this location. Proposed curb to be poured, installed, and paid with sidewalk.

Proposed sidewalk was removed from Sta. 115+00 due to private developer coming in with new driveway and sidewalk tie-ins.

Sheet No. 28 - Plan Layout 3 of 3

Quantities revised to account for driveway overrun field measurements to meet driveway and ada compliance.



CHANGE ORDER #1 PROJECT 2023-FM1847-01 FM 1847 Sidewalk Project



Sheet No. 29 – Driveway Table

Driveway quantities updated as per latest developer coordination and adjustments made to meet driveway sloping requirements.

CITY OF LOS FRESNOS BUDGET AMENDMENT

	Amended Budget 99,154.08	0.00 S/8/24 Date	Date
5/8/2024	Increase 99,154.08	99,154.08	
BUDGET AMENDMENT # DATE POSTED:	(Decrease) (99,154.08)	(99,154.08) Pablo A. Garza, Director of Finance	Alejandro Flores , Mayor
	Approved Budget 0.00 0.00	0000	ΪĀ
	Sidewalk Projects Fund Balance	Amendment Total on Sidewalk Project	ager Date
NT:	G/L Acct # 514 13515 3500 00	Justification/Explanation for change: Change order no.1 The FM 1847 North HS Park Connection Sidewalk Project Dept Head Requesting Change Date	Mark W. Milum, City Manager
FUND: DEPARTMENT:	Fund # 01	Justification/Explar Change order no.1 The FM 1847 Nort	Approved:

1.E.8

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5428)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5428 A

Consideration and ACTION to excuse the absence of Leonel Casanova from the May 6, 2024 Community Development Corporation meeting.

Mr. Casanova began serving in July 2020. Leo has attended 42 out of 47 meetings or 89%..

1.E.9

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5429)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

Initiator: Bianca Huerta Sponsors:

DOC ID: 5429 A

Consideration and ACTION to excuse the absence of Terry Vinson from the April 9, 2024 City Council meeting.

Mr. Vinson began serving in November 2022. Terry has attended 21 out of 25 meetings or 84%.

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Variances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5408 A

ACTION ITEM (ID # 5408)

Consideration and ACTION to appeal of the Planning and Zoning Commissions decision to deny a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.

This is to discuss and take action on this request. The Planning & Zoning Commission denied this request on March 18. The property owner has the right to request an appeal to the City Council.

The property is located at 741 West Ocean Boulevard. This is on the south side of Ocean Boulevard between the Cameron County Facility and Triple A.

When we were discussing allowing billboards, we discussed the setbacks at length and decided it best to be plenty off the roadway and from other properties due to the surface area being so large and to not interfere with normal signs for businesses that conduct business on the premises or neighboring properties.

Front Set Back: They are requesting 25 feet instead of 50 feet. The sign and frame is approximately 34 feet, so half of that is 17 feet. The edge of the sign (in the air) would be 8 feet from the front property line. For comparison, I looked at the 4 Billboards to the west. One of them I

couldn't get access to.

Pole (Center) from Pa	roperty Line	Sign from Property Line	Width of Sign
This Request:	25'	9'(8')	32'(34')
Tapia's	36'	13'	46'
Cruces	48'	30'	34'
Texas 100 Bar Grill	43'	20'	46'

When you drive, the Tapia's sign looks way too close and it is 11 feet further from the property line than the proposed sign and the edge of the sign is 5 feet further from the property line than the proposed sign. The Cruces sign looks about right with it being 48 feet from the property line so it is only 2 feet different from our requirement. That means aesthetically the requirement is about right. The Texas 100 Bar & Grill doesn't look too bad and is 7 feet closer than our requirement.

Additionally, the appeal comments mentioned this sign would line up with other signs in the area, Stars Drive In, Church's Chicken and Dollar General. That is true. However, a Billboard sign and an ID sign for a business are completely different uses. If the billboard sign is allowed as is requested, it will overwhelm the business ID signs around this area.

The side setback is not as important unless it falls on someone else's property or building. However, asking for a 34 foot variance is 68% of the total. It would be 2/3 closer to the property line than the requirement states. One concern here is it being too close to the adjoining property and it detracts from the view of the adjoining property. When it is further away, it doesn't do that as much. I also, need to mention parking. In strip centers like this one, parking is always an issue, there is never

enough. The sign at this location will affect 1 parking space and they don't have room to add any more.

The potential benefits are questionable and the actual negative effects of current businesses would far outweigh any revenue or use of the sign by the city.

I recommend to deny this appeal.

Dear City Council of Los Fresnos,

We are writing to appeal the Planning and Zoning Commission's denial of our permit for a digital sign. The reason for the denial was based on the city code requiring a 50-foot setback from all property lines. However, the building on which we propose to place the digital sign does not have a 50-foot setback, and our plan is to install the sign on the eastern property line, out of the way and taking up only one parking spaces and creating another on the west side of the property. On the east side of the property the requested variance set back is from 50-feet to 16-feet. From the north side of the property the requested variance set back is from 50-feet to 25-feet. This would place the billboard in line with other signs in the area, Starz, Churches, Dollar General.

We understand the concerns regarding setback requirements, but we believe that our proposal offers a practical solution that would benefit both our business and the city. Furthermore, the city's ordinance requires that we utilize the digital sign to include emergency messaging, such as Amber Alerts, Silver Alerts, public safety, and emergency alerts. Additionally, the city would have the ability to use the sign for public service announcements and city-sponsored activities.

We would also like to highlight the potential economic benefits that a digital billboard can bring to the community, based on a recent report by renowned economist Dr. Ray Perryman.

Dr. Ray Perryman is a prominent economist and the President and CEO of The Perryman Group, an economic and financial analysis firm based in Waco, Texas. He has conducted numerous studies on the economic impact of various industries and projects and is widely respected for his expertise and credibility.

While Dr. Perryman's report, titled "The Potential Economic and Fiscal Impact of Adding Electronic Billboards in the Georgetown Area," focused on the City of Georgetown, we can extrapolate some rough estimates for the potential impact in Los Fresnos. Based on the population difference between the two cities, we estimate that:

- Construction of one digital billboard could generate around \$67,000 in gross product and support approximately 0.7 job-years in Los Fresnos.
- Once operational, one digital billboard could contribute around \$1.8 million annually to the gross product of Los Fresnos and support around 23 jobs.
- The annual fiscal benefits in terms of additional tax revenue to the City of Los Fresnos from one digital billboard could potentially be in the range of \$50,000 to \$100,000.

We believe that granting our permit for a digital sign would not only benefit our business but also provide the city with a valuable platform for emergency messaging, public service announcements, and city-sponsored activities. Additionally, it could contribute to the local economy through increased economic activity and tax revenue.

We kindly request that the City Council reevaluate our permit application and consider the potential benefits that a digital sign could bring to our community. We are committed to working collaboratively with the city to ensure that our sign meets all necessary requirements while providing mutual advantages.

Thank you for your consideration, and we look forward to discussing this matter further with the City Council.

Sincerely,

Michael Rios (

MediaChoice

AcmePartnership,LP



April 9, 2024

TO: PROPERTY OWNERS

FROM: CITY OF LOS FRESNOS

SUBJECT: PUBLIC HEARING ON THE PLANNING AND ZONING COMMISSION'S

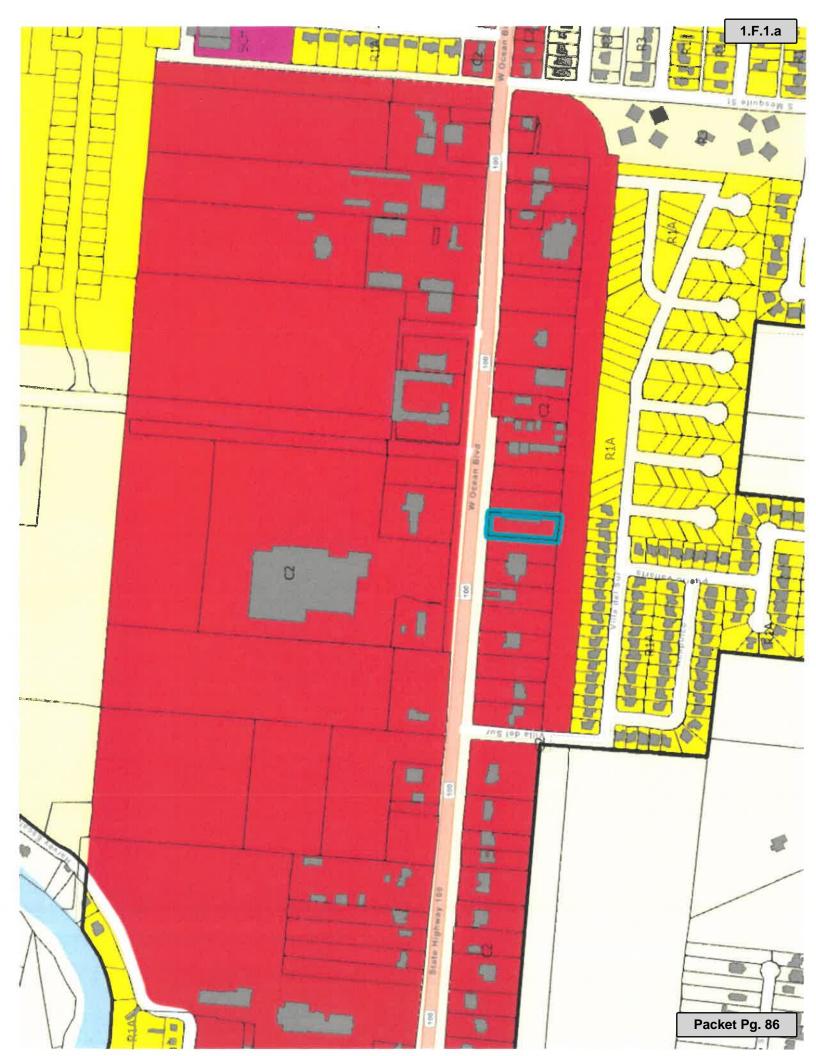
DENIAL OF A REQUEST FOR A VARIANCE REQUEST ON SETBACKS FROM 50 FEET TO 16 FEET ON EAST SIDE OF PROPERTY AND 50 FEET TO 25 FEET ON NORTH SIDE OF PROPERTY FOR A BILLBOARD SIGN

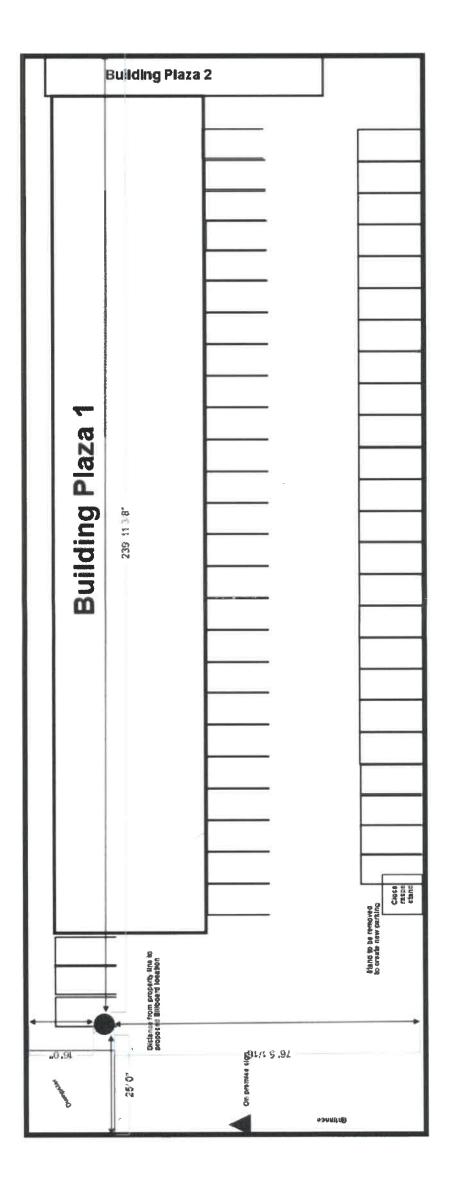
LOCATED AT 741 W OCEAN BLVD.

The Los Fresnos City Council will hold a public hearing at City Hall, 520 E Ocean Blvd., to receive comments from residents concerning an appeal on the Planning and Zoning Commission's denial for a variance request on the side setbacks requirement from 50 feet to 16 feet on east side of property and 50 feet to 25 feet on north side of property for a future off premise (billboard) sign that will be located at 741 W Ocean Blvd.

The public hearing will be held at the City Council meeting on Tuesday, May 14, 2024 at 6:00 p.m.

If you have any questions concerning the above, please contact Jacqueline Moya, City Secretary or Mark Milum, City Manager at (956) 233-5768.





City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Agreement Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5430 A

ACTION ITEM (ID # 5430)

Consideration and ACTION to approve amendments made to an Inter-local agreement between the Tax Increment Reinvestment Zone #2, the City of Los Fresnos, and Cameron County for County's participation in the zone.

This is the agreement on participation by the County in the TIRZ covering The Woods development and the agreement between the County and City as partners.

I recommend approval.

Updated: 5/9/2024 10:30 AM by Mark Milum A

STATE OF TEXAS COUNTY OF CAMERON City of Los Fresnos, of CAMERON COUNTY, TEXAS

INTERLOCAL AGREEMENT TAX INCREMENT REINVESTMENT ZONE #2

I. PARTIES

A. Address

- 1. This Interlocal Agreement (the "Agreement") is made by and between the City of Los Fresnos, the Tax Increment Reinvestment Zone Number Two, City of Los Fresnos, Texas (LF TIRZ#2), a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City and County may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of LF TIRZ #2 and CAMERON COUNTY in the Project (the "Project").
- 2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the LF TIRZ #2 at least ten (10) days prior written notice.

CITY

City Manager City of Los Fresnos 520 East Ocean Blvd Los Fresnos, Tx 78566

With Copies to: **ZONE BOARD #2**

Chairman
City of Los Fresnos, Texas
520 East Ocean Blvd.
77096 Los Fresnos, TX 78566

CAMERON COUNTY

County Judge Cameron County 1100 E. Monroe Street Brownsville, Texas 78520

Bill Calderon Calderon EDS 5523 Spellman Road Houston, Texas

B. Index

In consideration of the covenants set forth in this Agreement, and subject to its terms and conditions, the City of LOS FRESNOS and CAMERON COUNTY, hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	2
III.	Background	4
IV.	Rights and Obligations of CAMERON COUNTY	4
V.	Term and Termination	6
VI.	Miscellaneous	7
Exhibit "A"	Project Plans & Finance Plans for ZONE	
Exhibit "B"	City of Los Fresnos, Texas ORDINANCE #548	
Exhibit "C"	Maps of ZONE	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

- 1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective.
- 2. "Agreement" means this Interlocal Agreement between the LF TIRZ #2 and County for the Zone.
- 3. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time).
- 4. "LF TIRZ #2" means the Tax Increment Reinvestment Zone Number Two, City of Los Fresnos, and its successors and assigns.
- 5 "County" means Cameron County, Texas, and its successors and assigns.

- 6. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, all taxing units participating in the ZONE.
- 7. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code (as said Code may be amended from time to time), which are included in the Project Plan for the Project.
- 8. "Project Plan" means singularly the Project Plan and Reinvestment Zone Financing Plan for the ZONE adopted and approved by the Los Fresnos City Council, attached hereto as Exhibit "A".
- 9. "Reimbursable Costs" means costs incurred by the county in the collection and distribution of the tax increment funds collected on behalf of LF TIRZ #2.
- 10. "Tax Increment" means the total amount of ad valorem taxes levied and collected each year by a Participating Taxing Entity on the Captured Appraised Value of taxable real property in each ZONE. Further, with respect to CAMERON COUNTY, this term means the total amount of ad valorem taxes levied and collected only on behalf of CAMERON COUNTY each year.
- 11. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2023 the year in which the ZONE was designated.
- 12. "Tax Increment Fund" means the tax increment fund created by the City of Los Fresnos, for the deposit of Tax Increments for the ZONE.
- 13. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity agrees to deposit annually into the ZONE's Tax Increment Fund in accordance with this Agreement. CAMERON COUNTY increment payments shall start for the tax year 2025.
- 14. "**Term**" shall mean a period of twenty (20) years for the Agreement, beginning on January 1, 2025 and ending on December 31, 2045.
- 15. "ZONE" means Tax Increment Reinvestment Zone #2, City of Los Fresnos, Texas, created by the City Council of the City of Los Fresnos. A description of the zone is contained in Exhibit "C", attached hereto.
- 16. "ZONE BOARD" means the Board of Directors of the Zone #2.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

III. BACKGROUND

A. On July 11, 2023 and August 8, 2023, the City Council of the City of Los Fresnos adopted and approved Ordinance Number 548, which created and established a Tax Increment Reinvestment Zone #2, pursuant to Chapter 311, Texas Tax Code. The ZONE may provide funding for eligible project

costs within the ZONE as provided for in Chapter 311 of the Texas Tax Code, as amended. The ZONE is projected to terminate on December 31, 2064.

IV. RIGHTS AND OBLIGATIONS OF CAMERON COUNTY

A. Tax Increment Participation by CAMERON COUNTY

- Subject to the limitations set out in this Agreement, CAMERON COUNTY agrees to participate in the
 ZONE by contributing to the Zone's Tax Increment Fund fifty percent (50%) of its respective General
 Fund Maintenance & Operations portion of the Tax Increments each year during the term of this
 Agreement, beginning with the 2025 tax year. For clarity, the County contribution does not include any
 of the Interest & Sinking Fund or Road & Bridge portions of the tax rate.
- 2. The Parties hereto agree that CAMERON COUNTY'S contribution to the Tax Increment Fund shall be used to fund project costs to support the development and revitalization efforts in the ZONE as only specified in Section B, 10, as allowed under Chapter 311 of the Texas Tax Code as amended. Unless otherwise changed by formal amendment pursuant to Section VI.D of this agreement, CAMERON COUNTY'S contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution of fifty percent (50%) provided for in this Agreement above or when the County has contributed the, \$7,005,793, whichever is lower or upon termination of the agreement at the end of the 20th year of participation. The County's participation shall not extend beyond December 31, 2045, the end date for the County's participation as set forth in Section V.A. in any event. Subject to any limitations of V.T.C.A., Tax Code § 311.014, County tax increment actually paid in excess of its proportionate share of the actual costs of the project shall be returned without delay upon project completion.

B. Tax Increment Payment

3. CAMERON COUNTY'S obligation to contribute its Tax Increment Payments to the Tax Increment Fund, as provided in paragraph IV (A) (1) of this Agreement, shall accrue as CAMERON COUNTY collects its Tax Increment. The Parties hereto agree that all real property taxes collected each year by CAMERON COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base. Subject to the limitations on the County's total participation in the ZONE as set forth in Section IV.A.1 & A.2., after the total amount of taxes on the Tax Increment Base have been collected, the collected amount shall then constitute the Tax Increment. CAMERON COUNTY agrees to contribute its Tax Increment Payments to the Tax Increment Fund annually upon presentation of an invoice and presentation and approval by the County Commissioners Court of annual report on or after November 1st of each tax year. Such demand for payment will be subject to review and audit by the Cameron County Auditor. The Parties hereby agree that Cameron County shall retain a minimum of \$2,500 annually to cover the cost of such review and processing of payments. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received, but which have not

been previously deposited, during the annual period preceding each deposit date. The Parties agree that CAMERON COUNTY'S obligation to deposit Tax Increment Payments after December 31, 2045 shall only be for taxes collected and received after such date that are attributable to the time period during which CAMERON COUNTY agreed to participate.

- 2. Any delinquent deposit of a Tax Increment Payment under this Agreement by CAMERON COUNTY shall be administered as provided in Section 311.013 (c) of the Texas Tax Code (or its successor provision). The Parties expressly agree that CAMERON COUNTY shall not owe any penalty or interest on Tax Increments that have been levied, but not received by CAMERON COUNTY. In addition, CAMERON COUNTY shall not be obligated to contribute its Tax Increments Payment from any tax accounts that are classified as exempt or from any non-Tax Increment revenue sources.
- 3. The LF TIRZ #2 and the ZONE BOARD agree to reimburse Cameron County for all collection and fund distribution costs incurred in the ordinary course of administering the collection and distribution of funds by making a payment net of such costs, upon proof that such costs have been incurred.
- 4. The LF TIRZ#2 and the ZONE BOARD agree to comply with the approved Project Plan for the ZONE (Exhibit "A") and apply the County's tax increment payments to only the actual costs of the Projects in ZONE. LF TIRZ#2 will keep the County promptly informed as to all changes in the project costs as those costs become known. The LF TIRZ#2 agrees to provide prior written notice to CAMERON COUNTY of a proposed material change (defined in this context as any change in the boundaries of the ZONE or any 10% or more increase in the Total Project Plan's actual costs to be incurred within the ZONE) to the Project Plan. CITY shall have the right to amend and modify the Project Plan and without providing prior written notice to CAMERON COUNTY so long as such amendment or modification does not constitute a material change, or impact the total amount of the County's proportionate share of project costs. The Parties agree that this paragraph does not permit any increase in the COUNTY'S tax increment payment participation in the ZONE. Any increased participation shall require a formal amendment to this Agreement as set forth in Paragraph IV., B.6 and VI.I below.
- 5. If the County believes that LF TIRZ #2 has materially breached this Agreement, CAMERON COUNTY may provide written notice to the LF TIRZ #2 and the ZONE Board stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s) regarding any breach. If the objection(s) and/or concern(s) as set out in the notice is (are) not cured within 60 calendar days from the date of such notice, then CAMERON COUNTY shall provide another 60 calendar days notice to the CITY if COUNTY intends to discontinue its Tax Increment Payments and, upon expiration of said notice period, may terminate its participation in the ZONE. Failure to submit an annual report or audit to the Cameron County Commissioners Court, as required by Section VI.K., shall be considered a material breach of this Agreement.
- 6. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in

this Agreement, CAMERON COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any debt.

- 7. Notwithstanding anything in this Agreement to the contrary, CAMERON COUNTY'S total Tax Increment payment to the Tax Increment Fund over the term of this Agreement shall not exceed \$7,005,793, which is the estimated cost of the improvements to Whipple Road.
- 8. Details of this arrangement that are not specifically addressed in the agreement are to be consistent with all the exhibits including the "Preliminary Project Plan and Reinvestment Zone Financing Plan" attached herein.
- 9. The County's annual payment shall be computed by taking the annual taxable value, less the zone's Base Value of \$3,395,804, divided by 100 x the current County Tax Rate, exclusive of I&S revenues, and Road and Bridge Revenues; currently \$0.342123, x .5.
- 10. It is specifically understood and agreed that the County's tax revenue shall be used exclusively for funding costs associated with the construction of Whipple Road from FM 1575 through the zone, and any other use of the County's funds is hereby prohibited.
- 11. No county revenue shall be used to finance a project cost using Chapter 380 without the expressed consent of the County.

C. Management of the ZONE

- The LF TIRZ #2 Board or a Local Government Corporation Board authorized by the City to manage
 the TIRZ are the only entities any responsible for managing or administering the Projects.
 CAMERON COUNTY may inspect the Project sites and review Project plans and drawings at times
 and intervals, which will not interfere with ongoing operations.
- 2. The ZONE BOARD shall be composed of seven (7) members, as provided under Section 311.009(a) of the Texas Tax Code. CAMERON COUNTY shall have the right to appoint one (1) member to the ZONE BOARD. Failure to timely appoint a member does not waive the County's right to appoint one member to the ZONE BOARD. The COUNTY appointee shall automatically also serve on the Local Government Corporation, should it be created.

D. Expansion of the ZONES

The obligation of CAMERON COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "C" attached hereto. CAMERON COUNTY'S participation shall not extend to the Tax Increment on any additional property added to the ZONE by the LF TIRZ #2 unless CAMERON COUNTY approves such participation in writing.

V. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2045 unless earlier terminated as provided in this Agreement (the "Agreement Term"). Subject to the terms of this Agreement, CAMERON COUNTY agrees to participate under this Agreement, beginning with the 2025 tax year and ending in accordance with the terms provided in this Agreement. The Parties agree and understand that CAMERON COUNTY'S Tax Increment Payments will not be made after December 31, 2045 except for Tax Increment levies generated during the life of the ZONE but collected after December 31, 2045 subject to the limitations set out in paragraph IV.A.2, of this Agreement.

B. Early Termination

- 1. Neither LF TIRZ #2 nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified in this Agreement, unless the purpose for the ZONE no longer is deemed feasible by the LF TIRZ #2 and ZONE BOARD.
- 2. In the instance that either the City of Los Fresnos, or Cameron County, or both find an alternative grant or governmental source of revenue to finance the project costs for set forth in B(7) of this agreement, which amount is intended to finance costs associated with the extension of Whipple Road, from FM 1575 to through the development, the County's total contribution may be reduced by an equal amount to the total alternative source of funding, once that source of funding has been acquired and expended toward the construction of Whipple Road.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro-rate basis in accordance with Section 311.014(d) of the Texas Tax Code.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the LF TIRZ #2 are not, and shall never become general obligations or debt of CAMERON COUNTY. The eligible project costs incurred by the LF TIRZ #2 shall be payable solely from the Tax Increment Fund in the manner and priority provided in this Agreement. There shall also be

no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all, or any part of the LF TIRZ #2's costs are not reimbursed. It is recognized by the ZONE BOARD that the Project Plan does not forecast sufficient tax revenues to reimburse the LF TIRZ #2 for all its estimated contributions or costs. It is expected that the project costs not fully covered by the tax revenues may be paid by revenues received from any lawful source.

B. Severability

- 1. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice any Party hereto in its respective rights and obligations contained in the valid terms, covenants, or conditions hereof.
- 2. In the event any term, covenant, or condition shall be held invalid and said invalidity substantially impairs a material right of a Participating Taxing Entity or any ZONE BOARD, then this Agreement shall be void as to that Participating Taxing Entity and that Participating Taxing Entity shall have no further obligation to contribute any future Tax Increment Payments to the Tax Increment Funds. In such a situation, the Parties hereto agree that the Tax Increment Funds shall not refund any prior Tax Increment Payments under this provision of this Agreement.

C. Entire Agreement

The Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the Los Fresnos City Council, acting on behalf of the LF TIRZ #2 and only the CAMERON COUNTY Commissioners Court have authority to change or amend this Agreement on behalf of LF TIRZ #2 or CAMERON COUNTY, respectively.

E. Notices

All Notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received or, (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address prescribed in Section 1 of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, an to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future or failure of performance.

G. Assignment

Except for the LF TIRZ #2 's right to assign and delegate this Agreement and the performance of obligations to the ZONE BOARD, no Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties and no Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties. All Parties to this Agreement understand and recognize that only the Los Fresnos City Council and the CAMERON COUNTY Commissioner's Court have authority to approve a delegation or assignment of this Agreement.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any elected official, or agent of a Party to this Agreement.

I. Projects Plan

The Parties agree an amendment to any Project Plan shall not apply to CAMERON COUNTY unless CAMERON COUNTY approves the amendment as provided in this Agreement if such amendment to any Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by CAMERON COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of any ZONE set forth in its Project Plan.

J. No Waiver Of Immunity

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance or non-performance of the covenants contained herein.

K. Access to Financial Information

The LF TIRZ #2 shall conduct or cause to be conducted, at a minimum, an annual audit of the Zone Fund by March 30th of each year during the term of the Agreement, a copy of which will be provided to CAMERON COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. Further, in accordance with Section 311.016 if the Texas Tax Code, the LF TIRZ #2 shall prepare and

deliver an annual report to the Cameron County Commissioners' Court no later than January 1st of every year for the duration of the Agreement. No Payments will be made by CAMERON COUNTY unless the Cameron County Commissioners' Court has received the annual report by the LF TIRZ #2.

L. ZONE Designation

LF TIRZ #2 represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code, and said designation also complies with Texas Attorney General Opinion No. JC-0152 (December 8, 1999).

IN WITNESS HEREOF, the City of Los Fresnos, LF TIRZ#2, and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this April 9, 2024.

	//
City of Los Fresnos, Texas	Cameron County, Texas
Alejandro Flores, Mayor	Eddie Treviño, Jr., County Judge
Attested By:	Attested By:
	Sylvingian St
Jacqueline Moya, City Secretary	Sylvia/Garza-Perez, County/Clerk
	COUNTAIN
Alejandro Flores, Chairman by: LF TIRZ #2 Board of Directors	Attested

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5404 A

ACTION ITEM (ID # 5404)

Consideration and ACTION to approve the first reading of an ordinance approving the Economic Development Agreement between the City of Los Fresnos, the Tax Increment Reinvestment Zone #2, City of Los Fresnos, and GF Development of Los Fresnos, LLC; authorizing execution of the agreement, and various provisions related to the foregoing subject.

This is an agreement between the City, TIRZ 2 and the developers on how things will operate. The developer will borrow the money as development is needed and occurring. The City or TIRZ will pay annually the payments as collected through property taxes to the developer for the portion of the development that is occurring. The difference in what we did with TIRZ 1 is with that one, the city borrowed the money and tracked everything. The developer will do it in TIRZ 2 with the oversight of staff on a regular basis and the TIRZ board of which the Council and a representative of the County comprises that board, thus the City Council along with the County Representative controls the development. The developer is also bound by the financial plan that has been approved by all parties.

I recommend approval.

ORDINANCE NO. 558

AN ORDINANCE APPROVING THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LOS FRESNOS, THE TAX INCREMENT REINVESTMENT ZONE #2, CITY OF LOS FRESNOS, AND GF DEVELOPMENT OF LOS FRESNOS, LLC; AUTHORIZING EXECUTION OF THE AGREEMENT, AND VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

This ordinance was introduced and submitted to	the City Council for passage and adoption afte
the second reading of the Ordinance. After preser	ntation and discussion of the Ordinance, a motion
was made by	that the Ordinance be
finally passed and adopted in accordance with tl	he City's Home Rule Charter. The motion was
seconded by	and carried by
the following voted:	
Mayor Alejandro Flores	For Against Abstained
Mayor Pro-Tem Albert Escobedo	For Against Abstained
Councilmember Juan Munoz	For Against Abstained
Councilmember Gabriela Fernandez	For Against Abstained
Councilmember Luis Gonzalez	For Against Abstained
Councilmember Terry Vinson	For Against Abstained

WHEREAS, the City Council of the City of Los Fresnos, by adoption of Ordinance No. 548 created Reinvestment Zone Number Two, City of Los Fresnos, Texas; and

WHEREAS, the Board of Directors of the Reinvestment Zone Number Two has approved and recommended approval of the Economic Development Agreement (the "The Agreement") attached hereto for the development of public infrastructure within said Zone, providing certain reimbursements to GF Development of Los Fresnos, LLC (the "Developer") for investments the Developer will make in the TIRZ #2, City of Los Fresnos; AND THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS;

Section 1. That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That Council does hereby find the proposed project cost reimbursements for investments in public infrastructure by the Developer are consistent with the Zone's Project Plan and

Reinvestment Zone finan	cing plan, and are in	conformance with the	City's planned devel	opment, and also
conforms to the requirem	ents set forth in Chap	pter 311, Texas Tax Co	de.	
Section 3.	Γhat the Economic I	Development Agreeme	nt attached hereto f	or Reinvestment
Zone Number Two, City	of Los Fresnos, Texa	as is hereby approved.		
INTRODUCED AND A	APPROVED on the	e first reading this	day of	, 2024.
APPROVED AND PA	SSED on the secon	d reading this	day of	, 2024.
		Mayor, Alejandro	Flores	
ATTEST:				
City Secretary, Jacquel	ine Moya			

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is by and among the City of Los Fresnos, Texas, a political subdivision of the State of Texas (the "City"), Tax Increment Reinvestment Zone No. Two, City of Los Fresnos, Texas, a reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code ("TIRZ #2"), and GF Development, of Los Fresnos LLC, (the "Developer"), is entered into on this _____ day of May 2024 (the "Effective Date"). The City, the Developer, and TIRZ #2 may be individually referred to herein as "Party" and collectively as the "Parties."

RECITALS AND FINDINGS

WHEREAS, Developer owns and is proposing to develop certain tracts of land totaling approximately 188 acres in the City (the "**Project Site**"), which is covered by the land located in TIRZ #2, as shown on the property map contained in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**Property**"), and desires to construct and develop certain residential, commercial / retail developments on a portion or the entirety of the Property (the "**Project**");

WHEREAS, the City of Los Fresnos, Texas (the "City") has agreed to participate in tax increment funding for TIRZ #2 by contributing to the tax increment fund for TIRZ #2 seventy percent (70%) of approved *Ad Valorem* Tax Rate each year until December 31, 2063, as set forth in Ordinance No. 548, creating TIRZ #2 City of Los Fresnos;

WHEREAS, Cameron County, Texas (the "County") has agreed to participate in tax increment funding for TIRZ #2 by contributing to the tax increment fund for TIRZ #2 fifty percent (50%) of its Maintenance and Operation Tax Rate, less the Road & Bridge portion of that rate, levied by the County each year until December 31, 2043, as memorialized in that certain Inter-local Agreement Tax Increment Reinvestment Zone #2, entered into by and between the County and the City, dated April 9, 2024 (the "TIRZ#2 Inter-local Agreement");

WHEREAS, while portions of the Property may be sold or conveyed to third parties, Developer shall be responsible for the overall development of the Project and all portions of the Property shall be included under this Agreement;

WHEREAS, the City created TIRZ #2 pursuant to Chapter 311, Texas Tax Code (the "TIRZ Act");

WHEREAS, the Board of Directors for TIRZ #2 (the "TIRZ Board") and the City Council for the City of Los Fresnos (the "City Council") each approved and adopted the Project Plan and Reinvestment Zone Financing Plan for TIRZ #2, dated _______, 202_ (the "TIRZ Plan");

WHEREAS, the Parties desire to provide for the development and financing of the projects set forth below to implement the TIRZ Plan;

WHEREAS, the City, pursuant to Chapter 311, Texas Tax Code as amended, has agreed to: (a) create a tax increment reinvestment zone over the entire Property to facilitate the development of the land, (b) provide certain agreed upon reimbursements to Developer for the Project funded by the Developer, and (c) seek and approve a participation agreement with the County for participation in the TIRZ #2;

WHEREAS, the City Council of the City of Los Fresnos has found and determined that the construction of the Project will provide the benefit of serving the public interest and welfare and enhancing the economic stability and growth of the City, contribute to the expansion of the City's tax base, increase mobility by construction of road ways and related infrastructure, facilitate the development of raw land into a master-planned mixed use development;

WHEREAS, the Project is consistent with the City's economic development objectives to increase sale and use tax revenues within the commercial areas of the Project, as well as to increase taxable property values and taxes in the residential areas of the Project;

WHEREAS, the City agrees to provide financial and development assistance to the Developer through utilization of the TIRZ;

WHEREAS, the TIRZ Board shall possess all powers necessary to implement and monitor the TIRZ Plan as the City Council considers advisable, including without limitation, the submission of an Annual Reimbursement Report [defined in Article III, Section 4(f)];

WHEREAS, the Parties hereto have agreed that the TIRZ #2 shall be responsible for verifying the Developer's ongoing compliance with the requirements set forth in this Agreement necessary to obtain City payments as detailed herein;

WHEREAS, the Developer has agreed to finance certain agreed upon infrastructure improvements, to develop the master planned mixed use project, and satisfy and comply with certain terms and conditions:

WHEREAS, the Parties agree that the provisions of this Agreement substantially advance a legitimate interest of the City;

WHEREAS, the Parties desire to cooperate in the development of the Project, on the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

I. "Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in

- Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.
- II. "Annual Payment(s)" means the periodic payments of Tax Increment Revenue made to Developer as provided herein, and as set forth in Chapter 311, Texas Tax Code.
- III. "Base Value" shall mean the taxable value of the property located within the Property as of January 1, 2023, which amount is deemed to be \$3,395,804.
- IV. "Captured Appraised Value" means the total appraised ad valorem value of all real property taxable by the City and located in the Property as of January 1 of any year less the Base Tax.
- V. "Developer Interest" means interest accrued on the actual public improvement costs paid by the Developer at a per annum rate equal to 6%. Developer Interest shall accrue from the later of (i) the Effective Date of this Agreement for all expenditures made related to the creation of the TIRZ #2 or (ii) the date of actual payment by the Developer for expenditures made after the TIRZ #2 creation, and shall continue until such time the Developer receives full payment for the Project Costs (defined in Section 2(a).
- VI. "Person" means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.
- VII. "Local Government Corporation" means a tax exempt not for profit entity created pursuant to Chapter 431, Texas Transportation Code, and authorized by the City through the approval of an agreement to manage the TIRZ on the City's behalf, and also serve as the debt facility mechanism should the City consent to the sale of tax exempt bonds to finance developer reimbursements
- VIII. "Project Manager" means the Developer for a project by Developer or the City for a project by the City.
- XI. "Tax Increment" means funds from the amount of ad valorem taxes levied and collected by the City on the Captured Appraised Value of real property located within the Property.
- X. "Tax Increment Revenue" means all (i) tax incremental revenues levied and collected from taxable incremental value in the TIRZ #2 x the current City approved *Ad Valorem* Tax Rate x .70, for forty (40) years (the duration of the TIRZ #2) and payable to the Developer under this Agreement and (ii) tax

incremental revenues levied and collected from the taxable incremental value in the TIRZ #2 x the current County approved *Ad Valorem* Tax Rate x .70, for forty (40) years (the duration of the TIRZ #2) and payable to the Developer under this Agreement.

- XI. "Term" means a term of forty (40) years during which the annual Tax Increment Revenue and annual Captured Appraised Value of the Property is calculated and the resulting Annual Payment is disbursed by the City.
- XII "Reimbursable Project Costs" means all costs set forth in Table I—Project Plan and Reinvestment Zone Financing Plan for TIRZ #2 and in Exhibit C of this agreement.

ARTICLE II THE PROJECT

- 1. <u>Development of the Project</u>. The Project is to be constructed in multiple phases consisting of residential development and commercial and mixed use development, each phase must be in accordance with the Developer's Master Plan, and as reflected in the project plan and the approved City Plat.
- 2. <u>Project Costs & Improvements.</u>
- (a) All of the TIRZ #2 improvements set forth in **Exhibit C** attached hereto and incorporated herein for all purposes (collectively, the "**Project Improvements**"), together with the costs of the construction of such Project Improvements including, without limitation, all costs incurred in connection with obtaining governmental approvals, certificates, and permits and all costs of engineering, testing and inspection required in connection with the construction of the improvements, and including the costs of creation of the Zone shall be referred to herein as the "**Project Costs**."
- (b) The Developer shall design, permit and construct the public roads as approved by the City and shall dedicate them, as such, to the City upon their completion. All such public roads accepted by the City shall thereafter be owned and maintained by the City.
- (c) The Developer shall construct and install all reasonable and necessary traffic control devices (including signs) within the Project as required by the City, the County or other appropriate Party with jurisdiction. All such traffic control devices (including signs) shall thereafter be operated and maintained by the City, the County or other appropriate Party with jurisdiction.

- (d) In the event that City and Developer mutually agree to the elimination or modification of any improvement listed as a component of the Project Costs, then the Parties may mutually agree, in writing, to modify, eliminate, amend or re-apportion the Project Costs in question.
- 3. Cost of Improvements to be Funded by the Developer. Unless otherwise agreed to by the Parties in writing, the Developer shall promptly pay (or cause to be paid) all Project Costs of constructing the Project Improvements including, without limitation: (i) all costs of design, engineering, materials, labor, construction, permitting, testing and inspection, arising in connection with the construction of the Project Improvements (except for those items which may be contested in good faith by Developer); (ii) all payments arising under any contracts entered into for the construction of the Project Improvements (except for those items which may be contested in good faith by Developer); (iii) land costs for land dedicated as public rights of way at fair market value; (iv) all financing costs and fees associated with the Project Improvements, including legal fees. The City shall not be liable to any contractor, engineer, attorney, materialman, laborer, or other party employed by or on behalf of the Developer, its affiliates or designees, as the case may be, in connection with the construction of the Project Improvements.

ARTICLE III PUBLIC FINANCIAL CONTRIBUTION

- 1. <u>City Payments to Developer.</u>
- (a) In consideration of the City entering into this Agreement and providing for Annual Payments to the Developer under the terms and conditions set forth herein, as further described in more detail throughout this Agreement, the Developer agrees that it, along with its affiliates and any of Developer's current or future successors or assigns to the Project Site, in whole or in part, shall design, permit and construct the Project Improvements in accordance with the City or County codes, as applicable.
- (b) The Annual Payments made by the City to the Developer shall be paid solely from the ad valorem tax incremental revenues collected in the TIRZ #2 for the prior tax year, and including any prior year reconciliations. Each Annual Payment shall be an amount equal to the total Tax Increment Revenue collected based on the following formula: (i) for the City-- Prior Tax Year Certified Taxable Value, Less Base Value / \$100 x the Current City Tax Rate x 70% and (ii) for the County—all Incremental Revenues remitted by the County to the City pursuant to the TIRZ #2 Interlocal Agreement. The Annual Payments shall be paid annually to Developer by the City no later than May 15, beginning in the first calendar year after Developer receives its first acceptance by the City of the completion of the Project Improvements in the first subdivision platted, improved and completed by Developer and continuing each year thereafter until the earlier of: (i) the date the City has fully paid all Reimbursable Project Costs and Developer Interest to the Developer or Lender (defined

below), as applicable, in an amount currently estimated to be \$54.2 Million, and as reflected Table 1, Project Plan and Reinvestment Finance Plan, or (i) the completion of the Term of TIRZ #2. The total reimbursement will be based on actual expenditures for approved project costs based on an independent audit.

- (c) The Developer may assign revenues received pursuant to this Agreement to a lender to collateralize a loan to further the development within the TIRZ, subject to the consent of the City, which consent shall not be unreasonably withheld. The terms of any borrowing shall be exclusively determined by negotiation between the developer and the Lender.
- 2. <u>Annual Payment Administration</u>. The Parties hereby agree and consent that all Annual Payments shall be paid directly by the City to the Developer or, if applicable, a Local Government Corporation (LGC) created to managed the TIRZ on behalf of the City, or the Lender. Once any Annual Payment (or portion thereof) is delivered by the City to the Developer, the LGC, or if applicable, Lender, the City shall have no further obligation to the Developer as it relates to the annual tax incremental revenues. Total payment to Developer shall be based on the total audited costs of the Developer for those Project Costs as reflected in Table One of the Zone's approved Project Plan, as may be amended from time to time.
- 3. <u>Project Quality</u>. As consideration for City's obligation to pay Developer, the Developer agrees to construct the Project to the standard of quality as required by the City and the County for typical infrastructure constructed in residential and commercial projects.
- 4. <u>Process for Project Development and Distribution of Developer Reimbursement Requests.</u>
 - (a) Before initiating each phase of the Project, the Developer shall make a presentation to the TIRZ Board. Such presentation shall specify: (a) the phase to be initiated, (b) the estimated cost to design and construct such phase, including any Project Costs, and (c) the estimated time to complete such phase.
 - (b) Periodically, and no less than twice a year, the Developer shall provide reports regarding the progress of construction of the Project Improvements and the Developer's payment of Project Costs. The Developer shall allow the City and/or TIRZ Board reasonable access to the Project for inspections during all phases of construction.
 - © Upon completion of construction of the public infrastructure, any applicable interest in the real property upon which the public improvement is constructed shall be conveyed to the City or other public entity responsible for operation and maintenance of such completed work, and the City will accept the same upon the completion thereof in accordance with approved plans and specifications. The Developer shall, at its own costs and expense, maintain or cause to be maintained, the completed work until acceptance by the City, as evidenced by written acceptance by the appropriate City administrator, and for one (1) year after said acceptance.

- (d) Developer will work with the TIRZ/ Redevelopment Authority administrator to have an independently prepared agreed upon procedures report (AUP) of developer reimbursable project costs this this Agreement and costs in the approved project plan and reinvestment zone financing plan prepared for submission to the Board of Directors of the TIRZ for approval.
- (e)Upon approval of the Reimbursement Report by the TIRZ Board for the particular Project phase(s) completed at that time the, reimbursements shall become an obligation of the TIRZ and shall be payable from the available funds or bonds in accordance with this Agreement.
- (f)Developer agrees that imputed administration costs in the amount of up to five percent (5%) of the Annual Payment may be retained by the City, and deduction from the Annual Payment made by the City to the Developer (the "Administrative Costs").

ARTICLE IV MISCELLANEOUS PROVISIONS

- Default; Remedies.
- Unless otherwise provided herein, any Party to this Agreement that believes that the (a) other Party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that Party under this Agreement shall within twenty (20) business days after discovery of said default, give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default. Should the Party receiving the notice fail to commence action to correct the default within thirty days, and/or thereafter fail to diligently pursue the completion of the action to correct the default, the Party giving the notice of default may declare the defaulting Party in default. In addition to any other right or remedy available to the Parties under this Agreement, in the event that a Party is declared in default, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.
- (b) In the event that the Developer is in default, the City shall not be obligated to make Annual Payment(s), or any portion thereof, to the Developer unless and until the default has been cured to the reasonable satisfaction of the City. In the event that the Developer fails to: (i) diligently pursue the completion of the action to correct the default as determined in the City's reasonable discretion, on the timeline established by the City Council; and (ii) such default remains on going six (6) months from the date of the cure deadline established by the City Council pursuant to this section, this Agreement may be terminated or suspended.

- (c) Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement will constitute an election of remedies; and all remedies set forth in this Agreement will be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties has the affirmative obligation to mitigate its damages in the event of a default by the other Party.
- (d) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party, except for a delay in payment of the Annual Payment, is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes], labor action, strikes or similar acts) or pandemics, including without limitation, Covid 19, the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").
- Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.
- 3. <u>Construction and Interpretation.</u>
- (a) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
- (b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

- (c) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.
- 4. INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY AND THE TIRZ #2 TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY AND TIRZ #2, THEIR ELECTED OFFICERS, AGENTS AND EMPLOYEES, AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT. COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY AND TIRZ #2, THEIR ELECTED OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.
- 5. <u>Miscellaneous Provisions.</u>
- (a) <u>Actions Performable</u>. The Parties agree that all actions to be performed under this Agreement are performable solely in City of Los Fresnos, Texas.
- (b) Assignability. Performance by Developer and TIRZ #2 under the terms and conditions of this Agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by the City are void except for (i) assignments and partial assignments of this Agreement by Developer to any Affiliate of Developer, including without limitation, _______ and ______, which are expressly permitted, (ii) assignments and partial assignments of this Agreement by Developer to third parties to whom the Developer has sold land within the Project and provided written notice to the City and TIRZ #2 of same, and (iii) Collateral Assignments [defined in Article V below] and Security Agreements [defined in Article V below] of this Agreement to Lender and other security interests granted under the Loan Documents for the benefit of Lender, which are all expressly permitted hereunder.
- (c) <u>Severability</u>. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

- (d) <u>Complete Agreement</u>. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.
- (e) <u>Exhibits</u>. All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.
- (f) Notice. Any notice or demand, which either the City or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Los Fresnos, Texas Attn: City Manager 520 E. Ocean Blvd Los Fresnos, Texas 78566

If to the Developer:

CAPA Texas, LLC ATT: Mr. Rufino Garza & Jaime Flores 3609 W. Palma Vista Drive Palmview, Texas 78572

If to the TIRZ:

Bill Calderon Calderon Economic Development Strategies LLC 5523 Spellman Road Houston, Texas 77096

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) five (5) business days after the date such notice is deposited and stamped by the United States Postal Service, except when lost, destroyed, improperly addressed or delayed by the United States Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight

courier, except when lost, destroyed, improperly addressed or delayed by the courier, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to any of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

- (g) <u>Force Majeure</u>. The Parties agree that the obligations of each Party shall be subject to Force Majeure.
- (h) <u>Forum Selection</u>. This Agreement and the relationship between the Parties hereto shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties hereto shall exclusively be the appropriate court in the City of Los Fresnos, Texas. The Parties specifically consent to and waive any objections to, in personam jurisdiction in City of Los Fresnos, Texas.
- 6. <u>Effective Date</u>. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the City of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.
- 7. <u>Preamble</u>. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.
- 8. Representations. The City and TIRZ #2 represent and warrant to the Developer that the City and TIRZ #2 are duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and have the legal right to reimburse the Developer as provided in this Agreement. The Developer represents and warrants to the City and TIRZ #2 that it has the right to enter into this Agreement and is a proper party to this Agreement.
- 9. <u>Signature Warranty Clause</u>. The signatories to this Agreement represent and warrant that they have the right to execute this Agreement on behalf of the City, TIRZ #2, and Developer, respectively.
- 10. <u>Legal Contest</u>. This Agreement is entered into in accordance with applicable law as understood by the Developer, the TIRZ #2, and the City. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the Parties hereto mutually agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement be honored and performed.
- 11. <u>Conflicts with Ordinances</u>. The Parties agree that any City and/or TIRZ #2 ordinance, or regulation by any other agency over which the City and/or TIRZ #2 has control, whether heretofore or hereafter adopted, that addresses matters that are covered by this Agreement shall not be enforced by the City and/or TIRZ #2, and that the provisions of this Agreement govern

development of the Property and supersede any ordinance or regulation heretofore or hereafter adopted regarding the matters discussed herein.

- 12. <u>Survival</u>. The covenants and agreements of the Parties set forth in this Agreement shall terminate and expire upon of earlier of (i) when the City, on behalf of itself and the County, has paid all Reimbursement Project Costs and Developer Interest to the Developer, or (ii) December 31, 2064; provided, that the Developer's obligation to indemnify and hold harmless the City and TIRZ #2 shall survive the termination and expiration of this Agreement.
- 13. Amendment. Any term of this Agreement may be amended or waived only by an instrument in writing and signed by all Parties hereto. Notwithstanding the foregoing, so long as a Lender or its successors or assigns have any liens and/or security interest covering the Property and/or this Agreement, including without limitation, by a Deed of Trust [defined Article V (1) below] covering all or a portion of the Property, and/or a Security Agreement and/or Collateral Assignment covering this Agreement and/or the Other Agreements [defined in Article V (1) below], there shall be no amendments, revisions or corrections to this Agreement without the prior written consent of Lender, which may be withheld in the Lender's sole discretion.
- 14. <u>Time and Business Days</u>. Time is of the essence for the performance of any obligation under this Agreement. If any date or period for performance provided for herein ends on a Saturday, Sunday, or legal holiday of the City of Los Fresnos, Texas, then the applicable date or period will be extended to the first day following such Saturday, Sunday, or legal holiday. A business day is defined herein as any day that is not a Saturday, Sunday or legal holiday of the City of Los Fresnos, Texas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

CITY OF LOS FRESNOS, TEXAS BY:____ ALEJANDRO FLORES, MAYOR Date: _____ TAX INCREMENT REINVESTMENT ZONE NO. TWO, CITY OF LOS FRESNOS, TEXAS, a reinvestment zone created by the City of Los Fresnos, Texas pursuant to Chapter 311 of the Texas Tax Code BY: Chairman of the Board of Directors Date: ____ **Development Partnership entity** By Its General Partners

CORPORATE ACKNOWLEDGEMENT

COUNTY OF CAMERON §
This instrument was acknowledged before me by ALEJANDRO FLORES, Mayor, for the City of Los Fresnos, Texas, a municipal corporation of the State of Texas, on behalf of said corporation, this day of May, 2024.
Notary Public, State of Texas
CORPORATE ACKNOWLEDGEMENT
STATE OF TEXAS § COUNTY OF CAMERON §
This instrument was acknowledged before me by Alejandro Flores, Chairman of the Board of Directors, for Tax Increment Reinvestment Zone No. TWO, City of Los Fresnos, Texas, a reinvestment zone created by the City of Los Fresnos, Texas pursuant to Chapter 311 of the Texas Tax Code, on behalf of said reinvestment zone, this day of May, 2024.
Notary Public, State of Texas
COPPODATE A CVNOWI EDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF CAMERON

CTATE OF TEXAS

This instrument was acknowledged before me by RUFINO GARZA SR. (GF Development, of Los Fresnos LLC), a Texas limited liability corporation, this 3rd day of May, 2024

NYLDA N. VELA
Notary Public, State of Texas
Comm. Expires 02-23-2025
Notary ID 132938160

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me by JAIME FLORES, (GF Development, of Los Fresnos LLC), a Texas limited liability corporation, this ______ day of May 2024

Notary Public, State of Texas

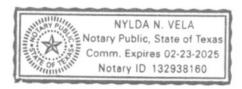


EXHIBIT A

PROPERTY MAP

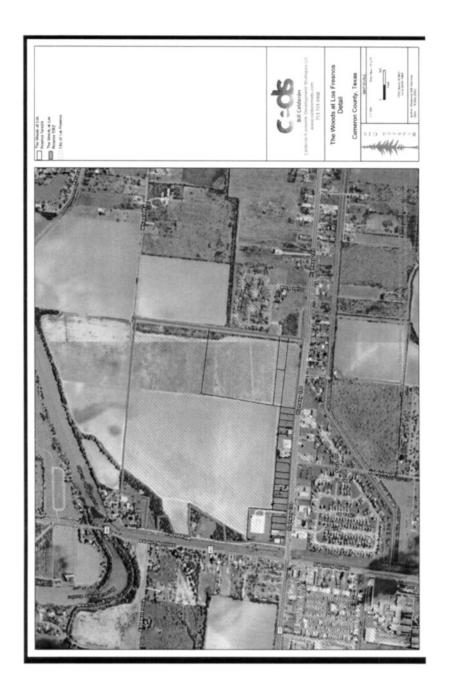


EXHIBIT B
List of Improvements and Eligible TIRZ Project Costs

\$30,000,000 \$1,412,928 \$2,935,555 \$1,139,704 \$9,731,384 \$2,781,923 \$220,186 \$7,005,793 \$4,600,000 \$6,372,840 \$200,000 \$1,900,000 \$71,676,245 100% \$52,762,220 Total project reimbursable costs Section II C. (5) of the plan \$200,000 \$498,412 00 0\$ \$706,464 \$220,186 \$569,852 \$4,600,000 30,000,000 \$6,372,840 \$45,756,427 64% \$1,900,000 costs. City responsibility is capped at 40 years and 70% tax rate participation unless additional agreement is made in the future. City Costs \$2,687,259 \$2,437,143 \$569,852 \$9,731,384 \$2,781,923 \$706,464 \$18,914,025 26% Developer Costs 8 8 20 \$7,005,793 \$7,005,793 10% Revised County for Commercial Participation (2) proposed as a county project; Indian Lake will fund \$2M \$200,000 \$2,781,923 \$6,372,840 \$1,412,928 \$2,935,555 \$1,139,704 \$9,731,384 \$220,186 \$9,005,793 \$4,600,000 \$30,000,000 \$1,900,000 \$73,676,245 Preliminary Plan Costs Commercial/Collector Road (8) Estimated TIRZ reimbursement Water Distribution System (1) Sanitary Sewer Collection (2) Chapter 380 Commercial Projects (6) City assumes all storm water, Sewer Plant Expansion Whipple Road (4) City pay for half of lift. Storm Water PP Creation Costs Engineering (7) Lift Station (3) nterest (5) City pays for City pay for Total estimated project cost Project Cost totals General note % of burden Note 2 Note 3 Note 1 Note 6 Note 7 Note 4 Note 5

xhibit A

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5427)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5427 B

Consideration and ACTION to approve the rating for engineering services authorizing the City Manager to negotiate an agreement with the highest rated responsive

firm for the Wastewater Discharge Reuse Project.

The rating committee composed of Mayor Alejandro Flores, Council Member Place 3 Gabrielda Fernandez, Public Works Manager Raul Garcia, Director of Finance Pablo Garza and City Manager Mark Milum rated the 2 firms that returned proposals. The top selection is Garver with Hanson as the next highest rated firm. The process is to approve the rating, negotiate an agreement with the highest rated firm and bring the agreement to the Council for approval. If for some reason an agreement can't be reached with the highest rated firm, negotiations with the next highest rated firm can occur with the agreement being considered for approval from the Council.

I recommend approval of the rating of Garver as the top firm, Hanson as second and authorize the City Manager to negotiate an agreement with Garver.

Updated: 5/8/2024 1:57 PM by Mark Milum B

	Garver LLC	Hanson Engineering
Alejandro Flores, Mayor	66	06
Gabriela Fernandez, Councilmember	100	26
Mark Milum, City Manager	97	88
Pablo Garza, Director of Finance	100	92
Raul Garcia, Public Works Manager	100	56
TOTAL	496	462

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5426)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Resolutions Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5426 A

Consideration and ACTION to approve a resolution for the submission of the Bureau of Reclamation WATERSMART Program Planning and Project Design Grant for the City of

This is a grant we are seeking to help fund the Wastewater Reuse Project for planning and design only.

Los Fresnos.

I recommend approval.

RESOLUTION 4-2024

A RESOLUTION FOR THE SUBMISSION OF THE BUREAU OF RECLAMATION WATERSMART PROGRAM PLANNING AND PROJECT DESIGN GRANT FOR THE CITY OF LOS FRESNOS.

This Resolution was introduced and submitted to the City C	Council for passage a	nd adoption.	After presentation and discussion that the
of the Resolution, a motion was made byResolution be finally passed and adopted in accordance	with the City's Home	Rule Chart	
	_ and carried by the	following vo	te:
Mayor Alejandro Flores	For	Against	Abstained
Mayor Pro-Tem Alberto Escobedo		Against	Abstained
Councilmember Juan Munoz	For	Against	Abstained
Councilmember Gabriela Fernandez	For	_ Against _	Abstained
Councilmember Luis Gonzalez	For	_ Against _	Abstained
Councilmember Terry Vinson	For	_ Against _	Abstained
WHEREAS , the City of Los Fresnos seeks to request fund Fresnos;	ding aimed at enhand	cing its water	resources for the citizens of Los
WHEREAS , the City of Los Fresnos finds it in the best into Bureau of Reclamation WaterSMART be submitted;	erest of the citizens of	of Los Fresno	os that the application for The
WHEREAS , that the City of Los Fresnos will work with Re entering into and executing this grant if selected;	clamation to meet es	stablished de	eadlines and processes for
WHEREAS , the City of Los Fresnos is applying for a 100% water supply, but may be capable of determining other me required and further agreed upon.		_	-
WHEREAS , the City of Los Fresnos of Los Fresnos desig official. The authorized official is given the power to apply applicant agency.		•	•
NOW THEREFORE, BE IT RESOLVED BY THE CI	ITY COUNCIL OF	THE CITY	OF LOS FRESNOS, TEXAS:
The City of Los Fresnos approves submission of the grant Planning and Project Design Grant.	t application for the E	Bureau of Re	clamation Watersmart Program
PASSED AND APPROVED thisday of	<u>,</u> 2024.		
	Aloiandro F	lores, Mayor	
	Alejanulo i	ioles, iviayoi	
ATTEST:			
Jacqueline Moya, City Secretary			
Jacqueille ivioya, Oily Decletary			

1.F.6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Agreement Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5414 D

ACTION ITEM (ID # 5414)

Consideration and ACTION to approve an agreement and budget amendment for engineering services with Hanson Professional Services for the TxDot FM 1575 Utility Conflicts Project.

TxDot notified us they will be doing some work on FM 1575. They claim 3 of our wastewater crossings need to be lowered. We have tried to show them we feel they are safe but they insist they be lowered. Since it is a TxDot Road we have to comply. Hanson can do the surveying, engineering, designing, permitting, bidding and oversee construction for \$21,000. Once we have bids, we will bring for your approval.

I recommend approval.

Updated: 5/8/2024 9:04 AM by Mark Milum D



www.hanson-inc.com



April 25, 2024

Mark W. Milum City of Los Fresnos 520 E. Ocean Blvd. Los Fresnos, TX 78566

Re: FM 1575 Utility Conflicts

Mr. Milum:

Hanson Professional Services, Inc. (Hanson) is pleased to present this proposal to provide engineering services for design, bidding and construction administration of utility conflict resolutions located along FM 1575 in Los Fresnos, Texas.

Our scope of services on this project is limited to that described in *Attachment A, Scope of Services*. Charges for professional services performed by our firm for services listed in the Scope of Services will be made as described in *Attachment B, Charges for Services*.

We look forward to working with you on this project and hope that should you have any questions regarding our proposal or services, you will feel free to contact me.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Paolina Vega, P.E. Assistant Vice President

Paolina Veyn

Enclosures: Attachment A – Scope of Services

Attachment B – Charges for Services

TABE Firm 13553 \blacksquare TBPE Firm 417 \blacksquare TBPG Firm 50017 \blacksquare TBPLS Firm 100395-00

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PROJECT DESCRIPTION

Attachment A – Scope of Services

Date: April 25, 2024

Project: FM 1575 Utility Conflicts

Hanson #: 19L0006

PROJECT DESCRIPTION AND BACKGROUND:

The Texas Department of Transportation is planning improvements to FM 1575 in Los Fresnos, Texas. Three conflicts with the street improvements have been identified:

- Ebony Rd. and Bingley Rd. Force Main
- Cactus Rd. Force Main
- Stanford Rd. Force Main

SERVICES:

A. Design Phase

The scope of services for the Design Phase of the project is limited to the basic services tasks and deliverables below:

Topographical Survey

 Make any necessary surveys of existing topography, utilities, or other field data required for the preparation of engineering design plans. Hanson shall conduct field surveys to collect information required for the design and complete related office computations and drafting. This will also include establishing the necessary and appropriate level of horizontal and vertical control as needed during different phases of design and construction.

Civil Design and Construction Plans

- 1. Hanson Professional Services will attend an initial meeting with the owner's design team to evaluate the preliminary layouts for the project.
- 2. Hanson will visit the site to determine the existing conditions and to determine if there are any visual potential problems or concerns (i.e. drainage issues)
- 3. Hanson will prepare the Construction Documents for the utility improvements.
- 4. Hanson will prepare and provide the required Technical Specifications for construction purposes.

Mark W. Milum April 25, 2024

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Permitting

1. Hanson Professional Services will coordinate with TXDOT and submit ROW permits for the proposed improvements.

Bidding & Construction Phase

- 1. Assist the City with bidding phase by establishing dates for public advertisement, draft an Advertisement for Bidders to be used for solicitation of bids, address bidder's questions during solicitation of bids, attend and conduct pre-bid and bid opening meetings, tabulate, analyze and review contractor's bids for completeness and accuracy, and provide City with a bidder's summary table accompanied by Hanson's letter of recommendation for award of construction contract to the lowest responsible bidder.
- 2. Provide construction management services including preparing and providing construction contract documents for execution by the City and Contractor, attend and conduct a pre-construction meeting, review of submittals, review Contractor's application for payments, conduct a final inspection of the project for compliance with contract documents, and furnish the city with "Record Drawings."

ANTICIPATED SCHEDULE:

1. 100% Construction Documents: 15 working days after Notice to Proceed.

4

Mark W. Milum April 25, 2024

pm 23, 202 i

Date: April 25, 2024

Project: FM 1575 Utility Conflicts

Hanson #: 19L0006

BASIS OF CHARGES:

Charges for professional services performed by our firm for services listed in **Attachment A, Scope of Services,** will be made on the basis of a lump sum fee broken out as follows:

Attachment B - Charges for Services

Topographical Survey	\$4,000
Engineering Design Phase	\$10,500
Permitting	\$1,000
Bidding & Construction Phase	\$5,500
Total Lump Sum Fee	\$21,000

Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of the billing.

Packet Pg. 127

CITY OF LOS FRESNOS BUDGET AMENDMENT

	Amended Budget 10,500.00 10,500.00 (21,000.00)	Date
5/7/2024	Increase 10,500.00 10,500.00	21,000.000
BUDGET AMENDMENT # DATE POSTED:	(Decrease)	Pablo A Garza, Director of Finance Alejandro Flores , Mayor
	Approved Budget 0.00 0.00 0.00	00.0
	Description Engineering Retained Earnings	Approved: Amendment Total Amendment Total Amendment Total Amendment Total Engineering Services with Hanson for TXDOT FM 1575 utility conflict project. Dept Head Requesting Change Date Mark W. Milum, City Manager Date
05 NT:	G/L Acct # 502 30120 534 30120 3500 00	Justification/Explanation for change: Engineering Services with Hanson for TXDO Dept Head Requesting Change Approved: Mark W. Milum, City Manager
FUND: DEPARTMENT:	Fund # 05 05 05 05 05 05 05 05 05 05 05 05 05	Justification/E Engineering 9

1.F.7

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5420)

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Change Order
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5420 A

Consideration and action to approve Change Order #1 for the westside water line extension from Walmart-1004 W Ocean

Blvd to Hands of Healing-32799 State Hwy 100 and budget amendment to reflect the change order.

This extends our 8 inch water line including fire hydrants from Walmart to Hands of Healing on the north side of Highway 100. The construction of the facility for Pizza Hut, Fred Loya Insurance and PJ's Coffee has already placed the entrance drive that was not there when the project was bid. It would look bad and not be a good look for the city to cut their new drive to install the water line. This cost would cover them boring under the drive where it won't be affected at all. I believe it is the best action to take.

I recommend approval.

City of Los Fresnos Water Line Extension Project

CHANGE ORDER	CO No. 1					
Owner's Project No. P964-00	Date: May 02, 2024					
Contractor:	ontractor: Engineer's Project No. <u>P964-00</u>					
UA Construction, LLC Original Contract Amount: \$134,780.25						
3100 Hackberry Ave	Original Contract Time: 90 days					
Mission, TX 78574						
Contract Date: <u>04/01/2024</u>	Notice to Proceed: <u>04/01/2024</u>					
For: MJA Construction, LLC						
To:						
You are directed to make the changes noted b	elow in the subject contract:					
Owner: <u>City of Los Fresnos</u> By:	Date:					
Reduced contract time to complete the adjuste	roject, to minimize excavation on new development ed amount of work for this CO #1. (days).					
Contract Price Prior to This Change Order	\$134,780.25					
Net Increase Resulting from This Change Ord	ler <u>\$5,250</u>					
Current Contract Price Including This Change						
Net Increase Resulting from This Change Ord						
Current Contract Time Including This Change	e Order Days (//2024)					
	proval: Guzman & Muñoz Engineering and Surveying, Inc.					
By: Jose L Munoz, P.E	Date: 05/03/2024					
The above changes are accepted for: MJA	Construction, LLC					
	Date:_05/06/2024					
Sonya A. Gonzalez, General Mana	ging Member					

Change Order #1 Adjusted Schedule Value City of Los Fresnos Water Line Extension Project

Item# Description Unit Quantity Original Schedule Value Adjusted Schedule Value Dollars Unit Quantity Rates Dollars Unit Quantity Rates Dollars 17 BORING LS \$ 75.00 LS \$ 70.00 \$ 5,250.00						and					
n Unit Quantity Original Rates Dollars Unit Quantity Rates 0.00 LS \$ - 75.00 LS \$ 70.00 \$				Origin	al Schedule Va	ılue		Adjusted So	chedule V	'alue	
LS \$ - \$ - 75.00 LS \$ 70.00 \$	Item#	Description	Unit	Quantity	Original Rates	Dollars	Unit	Quantity	Rates		ollars
	17	BORING	0.00	LS	*	-	75.00	LS	\$ 70.		5,250.00

	5,250.00	00 020 2
	\$	6
	70.00	- Additions
	\$	TOTAL
	L.S	TO
	75	
Change Order #1 - Additions	17 BORING	

CITY OF LOS FRESNOS BUDGET AMENDMENT

	Amended Budget (5,250.00) 5,250.00	00.00	Date Date
5/6/2024	Increase 5,250.00	5,250.00	ance
BUDGET AMENDMENT # DATE POSTED:	(Decrease) (5,250.00)	(5,250.00)	Pablo A. Garza, Director of Finance Alejandro Flores , Mayor
	Approved Budget 0.00 0.00	al 0.00	<u> </u>
	Description Fund Balance Capital Outlay	Justification/Explanation for change: Change order no. 1 Adding boring to the scope of the project, to minimize excavation on new development.	hange Date
O1 IENT:	G/L Acct # 3500 00 514 13500	Justification/Explanation for change: Change order no. 1 Adding boring to the scope of the proje	Dept Head Requesting Change Mark W. Milum, City Manager
FUND: DEPARTMENT:	Fund #	Justification/Explan Change order no. 1 Adding boring to the	Approved:

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Change Order
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5419 B

ACTION ITEM (ID # 5419)

Consideration and ACTION to approve change order number 2 for the Los Fresnos 2021 Street, Sidewalk, and Sewer Improvements Project and budget amendment to reflect the change order.

As construction on the sewer lines along Alamo Street began, a force main was discovered that was located differently than previously thought. The line is extremely old and plans were not available during the engineering phase. Now that it is located, it will cost additional to get the work done properly.

2 additional large bypass pumps that will be operational 24 hours a day for about 4 weeks are needed as well as relocation of the force main and manhole. The total cost of this is \$28,621. Rick Riggins from Hanson Professional services has reviewed the needs and cost a believes they are fair and necessary. The funds will come from the ARPA or COVID funds that are available.

I recommend approval.



Change Order No. 2

April 25, 2024

Re: Los Fresnos 2021 Street, Sidewalk, and Sewer Improvements

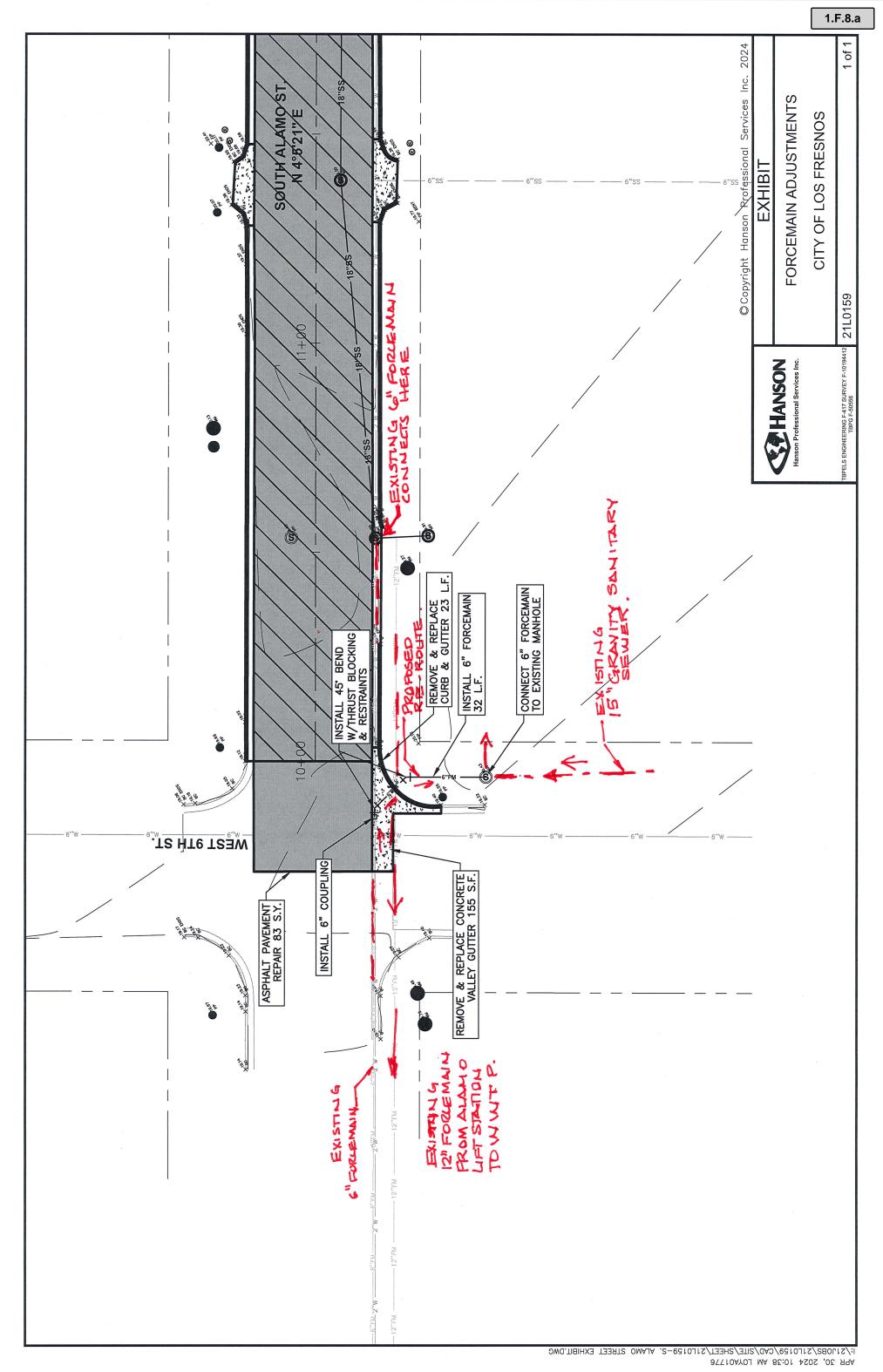
Pederson Construction Company Inc. is requesting Change Order No. 2 in the amount of \$28,621.00 for the following:

• To Relocate into a fiber glass manhole \$7,254.00

By Pass pump on 9th and Alamo \$21,367.00

Thank you,

Jon K. Pederson, President



CITY OF LOS FRESNOS BUDGET AMENDMENT

		Amended Budget 28,621.00 (28,621.00)	0.00	\$\frac{8\2\psi}{2\psi}\$ Date
	5/7/2024	Increase 28,621.00 (28,621.00	
BUDGET AMENDMENT#	DATE POSTED:	(Decrease) (28,621.00)	(28,621.00)	Pablo A Garza, Director of Finance
ш		Approved Budget 0.00 0.00	00.0	
		Description Capital Outlay Fund Balance	Amendment Total	lovel [
32	NT:	G/L Acct # 509 30120 3500 00		Street, s Manh
FUND:	DEPARTMENT	Fund # 32 32 32 32 32 32 32 32 32 32 32 32 32		Justification/Explar Change order no.2 Los Fresnos 2021 Relocate Fiberglas Dept I Approved:

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5409 A

ACTION ITEM (ID # 5409)

Consideration and ACTION to approve a service agreement with Tyler Technologies.

Part of our agreement with Tyler Technologies expired in late 2019. The City assumed these items were combined as part of other agreements we have with Tyler Technologies and since there were no changes to our service, we carried on. In 2023 we started having some issues that kept occurring. Due to our agreement expiring we were not getting updates as needed but their staff kept working to try to resolve the issues. Once this became known, the updates were given and all is well. However, we still don't have an agreement. Due to their mistake we do not have to go back and pay anything from 2019 through September 30, 2024. Then new agreement will be from October 1, 2024 for 3 years expiring September 20, 2027. The amount is \$39,402 for the first year. \$6,125 of that is for one time additional services and training. That leaves annual recurring fees of \$33,277. The prior agreement was \$29,060 so it has not gone up much in the 5 years we haven't paid especially since we are getting additional services. This is more than fair and allows us to budget this amount for the next budget year beginning October 1, 2024. We cannot operate with this part of our accounting package so it is necessary.

I recommend approval.

Updated: 5/7/2024 5:49 PM by Mark Milum A



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a Software License Agreement dated December 9, 2013, which was further amended, collectively the (Original Agreement), under which Tyler provided Client with a license to certain Tyler Software set forth therein; and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means City of Los Fresnos, TX.
- "Data" means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the last signature date set forth in the signature block.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Order Form" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements



thereto.

- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- "Service Usage Data" means data and telemetry collected by us relating to your or your authorized users' use of the Tyler Software and/or SaaS Services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party SaaS Services" means software as a service provided by a third party, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms, as applicable.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

- 1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
- 2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-



commercial reference purposes only.

- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data. You agree to notify your users of our collection and use of Service Usage Data, obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to our collection and use of Service Usage Data.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.



- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

- 1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary.
- 2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 3. <u>Additional Services</u>. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
- 4. <u>Cancellation</u>. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4)



weeks of scheduled commitments.

- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will reperform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
- 7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
- 8. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to



provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D - THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

- 1. Term. The migrated SaaS Services as set forth in Exhibit A to this Agreement are effective as of the Effective Date of this Agreement; provided, however, the SaaS Term shall commence on October 1, 2024 for an initial term of three (3) years, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice



disputes in accordance with Section E(2).

- 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.



2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H - GENERAL TERMS AND CONDITIONS



- 1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our thencurrent list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided,



however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation



of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. <u>Data & Insights Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy



Schedule 1: Business Travel Policy

Exhibit C Service Level Agreement

Tyler Technologies, Inc. 5101 Tennyson Parkway

Attention: Legal Department

Plano, TX 75024

Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Los Fresnos, TX	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
Address for Notices:	Address for Notices:	
Tyler Technologies, Inc.	City of Los Fresnos, TX	
One Tyler Drive	200 N. Brazil, St.	
Yarmouth, ME 04096	Los Fresnos, TX 78566	
Attention: Chief Legal Officer	Attention:	
With a copy to:		





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY FOR:

Los Fresnos Police Department, TX

PRESENTED BY:

Madonna Allen

4/19/2024





INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 500
Third-Party Products	\$ 5,625
Total One-Time Cost	\$ 6,125
Annual Recurring Fees/SaaS	\$ 33,277
Tyler Software Maintenance	\$0
Estimated Travel	\$0



Quoted By: Madonna Allen

9/2/24 **Quote Expiration: Quote Number:** 2024-458696-J2W4Z5

Tyler Public Safety Pro-

Quote Name: RMS,CAD,Mobiles Hosted

Sales Quotation For:

Los Fresnos Police Department 200 N Brazil St Los Fresnos TX 78566 Phone: 956/233-4473

Annual / SaaS

Description		Quantity	Annual
Public Safety Pro			
Licenses			
Electronic Citations Interface		1	\$0
Alarm Tracking/Permitting		1	\$0
Base RMS		1	\$ 17,747
CAD		1	\$ 15,530
Dispatcher		1	\$0
Mobile CAD Client {9}		1	\$0
NCIC Client Interface (additional seats)		1	\$0
2024-458696-J2W4Z5	CONFIDENTIAL		Page 1

		F	xhibit A 1. F.9.a
		_	Allibit / t
NCIC Server Interface (1 seat included)		1	\$ 0
Personnel		1	\$ 0
Sex Offender Registration		1	\$ 0
LiveScan Fingerprint System Interface		1	\$ 0
Public Safety Pro Custom Reporting Tool		1	\$ 0
Wanted/Missing Person Inquiry (WMP-I)		1	\$ 0
Mapping		1	\$ 0
Mobile AVL Client {9}		1	\$ 0
Hosted Users		27	\$0
	TOTAL		\$ 33,277

Services

Description		Quantity	Total	Maintenance
Public Safety Pro				
Training		1	\$ 500	\$ 0
	ΤΟΤΔΙ		\$ 500	\$ 0

Third-Party Hardware, Software and Services

				Unit	Year One
Description	Quantity	Unit Price	Total	Maintenance	Maintenance
Tyler Third Party					
Dell PowerEdge R440 1U Rack Mount - Comm Sever	1	\$ 3,000	\$ 3,000	\$0	\$ 0
Upgrade to Dual Hot Plug Redundant 495W Power					
Supply	1	\$ 125	\$ 125	\$0	\$ 0
Microsoft SQL 2019 RUNTIME CAL	27	\$0	\$ 0	\$0	\$ 0
Microsoft SQL Server 2019 RUNTIME	1	\$ 0	\$ 0	\$ 0	\$ 0

Public Safety Pro						
VPN Appliance		1	\$ 2,500	\$ 2,500	\$ 0	\$0
	TOTAL			\$ E 62E		0
	TOTAL			\$ 5,625		C

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0	\$0
Total Annual	\$0	\$ 33,277
Total Tyler Services	\$ 500	\$0
Total Third-Party Hardware, Software, Services	\$ 5,625	\$0
Contract Total	\$ 39,402	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

1.F.9.a

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

System and hardware specifications can be verified at check.tylertech.com

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Accidents (Includes EZ Street Draw and/or ScenePD Interfaces), Traffic/Parking Citation Records, Racial Profiling, Calls for Service (Including Manual Call Sheets), Use of Force, Messaging, Dashboard, Watches, Impounds, Bike/Pet Registration, Intelligence, Field Interview, Proximity Restrictions)

NCIC/LETS (1 seat included) - Requires connection to the state. Available to run queries only. Available for both CAD and Mobile CAD. Does not include the CJIS Addendum

Public Safety - Personnel module includes evaluations, training, certifications, issued equipment, and department property.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in Exhibit A. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. SaaS Fees for the time-period commencing on the Effective Date through September 30, 2024 have previously been paid by Client. Beginning on the Effective Date, Client shall no longer be required to pay annual fees under the Original Agreement.

2. Professional Services.

2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced as delivered.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.
- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- 4. Expenses. The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.



Exhibit B

<u>Payment.</u> Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon Lunch and dinner

Depart after 12:00 noon Dinner

Return Day

Return before 12:00 noon Breakfast

Return between 12:00 noon & 7:00 p.m. Breakfast and lunch

Return after 7:00 p.m.* Breakfast, lunch and dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast 15% Lunch 25% Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.



^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule		
Actual Attainment	Client Relief	
99.99% - 99.50%	Remedial action will be taken	
99.49% - 98.50%	2%	
98.49% - 97.50%	4%	
97.49% - 96.50%	6%	
96.49% - 95.50%	8%	
Below 95.50%	10%	

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone for urgent or complex questions, users receive toll-free, telephone software support. * Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website www.tylertech.com for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation to assist the customer in triaging the incident. The incident will be escalated throughout our support apparatus until service is restored.



Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets [*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.



Exhibit C Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non- essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5402)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5402 A

Consideration and ACTION to authorize the City Manager to dispose of surplus Items.

IT - These are all old items that are no longer compatible with our equipment, old technology or not any good and need to be gone.

Police Department - The Mayor from the City of Palm Valley is requesting we donate the 2015 F-152 Ford Interceptor (mileage 181,391) and the 2015 F-153 Ford Interceptor (mileage 145,285) to them for their use. See the attached letter. If donation is not possible, he asked that we consider accepting \$2,000 for F-152 and \$4,000 for F-153.

The 2013 C-131 has 173,393 miles and the 2016 F-161 has 164,357 miles, The other items no longer work or fit with our vehicles.

Administration - Blown speaker.

Senior Citizen Center - Old phone that isn't compatible with our present system.

Library - Items beyond the useful life, broken or old technology.

I recommend approval of the surplus items, donating the 2 units to the City of Palm Valley, donating the listed equipment and bicycles as Chief requested and auctioning the rest of the items.

Updated: 5/8/2024 9:45 AM by Mark Milum A

SURPLUS MAY 2024

IT DEPARTMENT

- 2 receipt printers
- 8 monitors
- 2 LTE Hotspots
- Epson Machine
- 26 RAM sticks
- 1 QNAP with 5 hard drives
- 1 UPS (battery backups but big)
- 1 VoIP Phone
- 2 sets of microphones
- 2 iPad minis
- 3 iPhone 13
- 7 laptops
- 2 work stations
- 25 mounts
- Box of hard drives
- Box of cables (display, Ethernet)
- 24 port switch
- 2 graphics cards
- 9 toner cartridges
- 17 cameras

SURPLUS MAY 2024

POLICE DEPARTMENT

2013 C-31 Chevorlet Tahoe grant vehicle if sold we must keep record of sale.

2015 F-152 Ford Interceptor

2015 F-153 Ford Interceptor

2016 F-161 Ford Expedition

Equipment from surplus units

- 4 Unit push guards
- 6- Middle counsels
- 1 unit plastic seat
- 4 unit cages
- 5- unit light bars

Would like to donate equipment from units to any agency that could utilize it.

- 13- bicycles- some bicycles donated by local business. Would like to keep and donate them locally.
- 7 televisions different size
- 1 wall mount gun locker cabinet
- 10 rifle cases 7-plastic 3 cloth.

ADMINISTRATION

Portable Speaker

SENIOR CITIZEN CENTER

Desk phone

4/4/2024

Ethel L. Whipple Memorial Library

Disposal Request

Description	Asset Tag Number	Model	Location	
Receipt Printer	1664	Epson	Server Rm	
Receipt Printer	2762	Epson	Server Rm	
Receipt Printer	2546	Epson	Server Rm	
AIO PC	1675	Dell	Server Rm	
UPS Battery Backup	2961	APC	Server Rm	
PC	1672	Dell	Office	
Table	NA	NA	Main Library	
Laptop	1617	Dell	Laptop Case	
IPad	1876	Apple	Laptop Case	
IPad	1877	Apple	Laptop Case	
IPad	1878	Apple	Laptop Case	
IPad	1879	Apple	Laptop Case	
IPad	1880	Apple	Laptop Case	
Tablet	1888	Dell	Laptop Case	
Tablet	1889	Dell	Laptop Case	
Tablet	1890	Dell	Laptop Case	
Tablet	1891	Dell	Laptop Case	
Tablet	1892	Dell	Laptop Case	
Tablet	1893	Dell	Laptop Case	
Tablet	1894	Dell	Laptop Case	
Tablet	1895	Dell	Laptop Case	
Security Gates	3077	Dell	Storage Rm	



CITY OF PALM VALLEY 1313 N. STUART PLACE RD. PALM VALLEY, TX. 78552 956-423-8384

04/25/2024

To: Mark Milum, Los Fresnos City Manager

Form: Michael Galvan, City of Palm Valley Mayor

Ref: 2 Police sedans

I want to thank Chief Gonzalez for allowing our police department to look at the police vehicles that you have available for bid. As you know every city needs improvement to its Police vehicle fleet. Of course, like every city, funds are low and vehicles are hard to come by.

We were interested in the 2 Police Ford Interceptor sedans one with the overheads and one without. I wanted to see if the city might consider donating the 2 vehicles to our smaller department that would still be able to use them for public safety for a few more years. We would be able to remove any graphics that might be on them and remark them with our police department graphics. Our city is small and the area patrolled would put little wear and tear on the vehicles. If Los Fresnos decides that they are not able to donate them, would you consider accepting \$2,000 for each for a total of \$4,000. This would still assist us in providing much-needed patrol vehicles for our police department.

Thank you for your consideration.

Micheal Galvan

Mayor

City of Palm Valley

1.F.11

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC <u>ID: 5417 A</u>

ACTION ITEM (ID # 5417)

Presentation Video for Community with Opportunity Campaign.

This is the video Jackie has been working with Shane Pederson to promote the City. We are ready to utilize it. Great job to both!!

Updated: 5/1/2024 4:05 PM by Mark Milum A

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5395 A

ACTION ITEM (ID # 5395)

City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. Veteran's Memorial H. Water Funding I. Wastewater Funding J. Project Status Report K. Baja Drive Speed Check Analysis

A. Waste Water Collection System & Upgrade - All work is completed. We should be able to close out this project in the next couple of months.

We will have about \$550,000 in grant funds to complete additional projects at the Wastewater Plant. Hanson Professional Services is working with TWDB on the cost/budget and engineering for these items to see what we can accomplish.

The CDBG funding for this cycle will cover upgrades on sewer lines and manholes in 5 areas around the city. This work should be completed in the next few weeks. Once done we will do final inspections and start working on close out.

- B. Water Treatment Plant Expansion Work continues. Great progress with this project. The goal is finally operational. We are having some issues with pumping restricting volume and not allowing the water tower to accept water as it should. Out staff, the contractor and engineer are working on this.
- C. Street Repairs There has been little progress since the last meeting due to weather and the discovery of a force main that was thought to be in another location. There is a change order on this agenda to address the issue. Eighth Street between Olmo Street and Nogal Street, Eighth Street between Arroyo Blvd, Alamo Street and Fifth Street between Brazil Street and Alamo Street, Sixth Street between Alamo Street and Arroyo Blvd, Fifth Street between Alamo Street and Arroyo Blvd and Sixth Street between Como Street and Ebano Street have been completed. The sewer work along Coma Street between Fifth Street and Seventh Street is complete and they paved that area along with Nogal Street between Ocean Boulevard and Third Street and Second Street between Arroyo Boulevard and Pita Street. Work has begun on the sewer lines on Alamo Street between Fifth Street and Ninth Street. There is major sewer work to be done first and then re-paving of this entire area. We have received an award for \$500,000 for the CDBG funding for the next cycle to repair 7th from Palma to Fresno; 9th from Mesquite to Olmo; 5th from Mesquite to Palma. We hope we will get clearance to start the engineering portion of the grant in the fist quarter of 2024.

Other streets in need of repair but not funded include: Canal from 1847 to Mesquite; Mesquite from 100 to Canal; 1st from Nogal to the cul-de-sac; 2nd from 1847 to Alamo; Ebano from 100 to 3rd; Nogal from 10th to the shooting range as well as a few others. We are working on a financing plan to address these issues as well as targeting East 1st Street and East 5th Street since both have never been developed.

Updated: 5/9/2024 4:41 PM by Jacqueline Moya A

D. Drainage - Hanson Professional Services has made good progress on these drainage projects. The loan and grant were funded. It is \$843,704 in loan forgiveness which means a grant, free money. It also includes a zero percent interest loan for \$860,000 for the rest of the project. This will be for drainage of Resaca Escondida (south of Nature Park), drainage improvements along Whipple Road and Valle Alto Subdivision and ditches to Highway 100 and a city wide drainage study and plan. Hanson is working on the environmental clearance on the projects. This could take from 6 months to a year.

Also we have identified the back up of water along Highway 100 near the Motel and just past the school to the west of FM 1575. Both are the responsibility of TxDot. They don't see it as a major issue so are not interested in doing anything. However, as development occurs behind the Motel and along Evergreen Street soon, we will divert drainage water to the north and away from that area. We are hopeful it will be enough to make a difference during large rain events.

We sent a letter to Cameron County Drainage District # 1 on 2 areas where we feel like they as the drainage district collecting taxes in this area, should take over some drainage ditches that area currently not owned and maintained by anyone (well property is owned by the local property owner). Easements need to be acquired and then the ditches need to be cleaned and maintained. Another area of concern is south on California Road where the drainage ditches are not maintained by anyone. We are working with CCID#6, CCDD#4, the County and a developer to redirect the water. This was discussed at length with the CCDD#1 Board. It was agreed to look at one area at a time to see how this can be dealt with. The concern is if CCDD#1 agrees to take over this area or these areas, it will open the door for many others. I have suggested the CCDD#1 staff to look at all areas that need to be taken over, calculate initial costs and then ongoing costs on an ongoing basis to determine how this can be done.

- E. Whipple Road This is in TxDot's corner at this time. There has been no updates since the last meeting. This is to widen Whipple Road. The plans call for 2 driving lanes of 12 feet each, a center turn lane 14 feet wide and a 5 foot sidewalk on each side and bike lanes on each side. The plans are complete. The project continues. They will work on some right-of-way purchases and completing the environmental. There is \$4,820,000 for preliminary engineering and construction costs. We will have to locate funds for any construction costs over the available amount. Once we have the preliminary engineering completed and an estimate done, we will be able to know the amounts of shortfall in funding there is and better determine when we can start construction. Construction is scheduled in 2026 but hopefully we can get funding moved up sooner.
- F. COVID-19 The total amount is of funds that we will be receiving \$1,941,898.48. The projects approved are to replace the water ground storage tank for \$227,100 and \$198,400 for the sewer lines on West Highway 100 and Escalante Road which is complete. The Council also approve the Whipple Sewer Extension for \$257,050 which has not started yet and sewer lines and manhole replacement for \$708,876 which is part of the street project and is in progress. Lastly meeting it was approved for the extra sewer lines and manhole replacement as part of the CDBG project for \$330,226. Once these projects are done we will work on the remaining funds of approximately \$220,000 for additional sewer lines and manholes.

- G. Veteran's Memorial Construction is stopped while some adjustments are made on the placement of the 6 columns. Once that is done it will be about 2 months to complete. We are already making plans to have a terrific event to honor our Veterans.
- H. Water Funding We have continued to seek funding in any means possible for upgrades that are needed as part of a system wide study we conducted about 8 years ago. We were notified last week we were approved for funding in the amount of \$13,252,290. We will be meeting with Guzman & Munoz Engineering in the next few days to review the entire project needs. We have completed some of these items that are included with other funding over the last few years. Once we deduct what has already been completed, we will submit a new estimate based on what we want to do. TWDB will then let us know if there loan forgiveness (grant) is included and what interest rate it would be on the loan amount. Last time we qualified for a zero percent loan.
- I. Wastewater Funding We have continued to seek funding in any means possible for upgrades that are needed as part of a system wide study we conducted about 8 years ago. We were notified last week we were approved for funding in the amount of \$5,867,618. We will be meeting with Guzman & Munoz Engineering in the next few days to review the entire project needs. We have completed some of these items that are included with other funding over the last few years. Once we deduct what has already been completed, we will submit a new estimate based on what we want to do. TWDB will then let us know if there loan forgiveness (grant) is included and what interest rate it would be on the loan amount. Last time we qualified for a zero percent loan.
- J. Project Status Report I will provide at meeting.
- K. Baja Drive Speed Check Analysis See attached.

BAJA DRIVE SPEED CHECK ANALYSIS

DATE	NUMBER OF	NUMBER ABOVE	PERCENTAGE	TOP	ALL SPEEDS ABOVE LINAIT
	VEHICLES	SPEED LIMIT	PERCENTAGE	SPEED	ALL SPEEDS ABOVE LIMIT
3/28/2024	18	0	0.0%	30	
4/1/2024	31	0	0.0%	26	
4/2/2024	22	0	0.0%	25	
4/3/2024	20	0	0.0%	28	
4/4/2024	32	0	0.0%	30	
4/5/2024	27	1	3.7%	31	31
4/8/2024	32	0	0.0%	28	
4/9/2024	25	1	4.0%	31	31
4/10/2024	31	0	0.0%	30	
4/11/2024	46	1	2.2%	39	39
4/12/2024	34	1	2.9%	31	31
TOTAL	318	4	1.3%	39	31, 31, 31, 39

DATE	NUMBER OF	NUMBER ABOVE	PERCENTAGE	ТОР	ALL SPEEDS ABOVE LIMIT
	VEHICLES	SPEED LIMIT		SPEED	
4/29/2024	51	1	2.0%	34	34
4/30/2024	38	0	0.0%	28	
5/1/2024	41	0	0.0%	26	
5/2/2024	41	0	0.0%	26	
5/3/2024	37	1	2.7%	34	34
5/6/2024	37	0	0.0%	27	
5/7/2024	33	0	0.0%	28	
5/8/2024	38	0	0.0%	28	
TOTAL	316	2	0.6%	34	34, 34

GRAND TOTAL	634	6	0.9%	39	31, 31, 31, 34, 34, 39
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1.H.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya

> Initiator: Jacqueline Moya Sponsors:

> > DOC ID: 5396

ACTION ITEM (ID # 5396)

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

Call with questions.

I recommend approval.

Updated: 5/7/2024 12:55 PM by Jacqueline Moya

Check Report



City of Los Fresnos, TX

By Check Number Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB1-GENE		/ /				
03185	A&A TOWING AND RECOVERY LLC	04/05/2024	Regular	0.00		41653
01301 01565	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI	04/05/2024 04/05/2024	Regular	0.00 0.00	1,361.66	
01202	AMAZON.COM	04/05/2024	Regular	0.00	1,612.09	41656
01396	**Void**	04/05/2024	Regular	0.00	100.00	
08298	Anely Araiza	04/05/2024	Regular Regular	0.00	131.76	
04345	ARAMARK UNIFORM SERVICES, INC	04/05/2024	Regular	0.00	2,000.00	
04620	CAMERON COUNTY TAX ASSESSED COLLECTOR	04/05/2024	Regular	0.00	,	41660
05440	CAMERON COUNTY TAX ASSESOR COLLECTOR COMPTROLLER OF PUBLIC ACCOUNTS	04/05/2024	Regular	0.00	100.00	
01395		04/05/2024	Regular	0.00		41662
01392	Daniel Medina DENJUAMI BARKER	04/05/2024	Regular	0.00	100.00	
01348	Deon'dre Gonzalez	04/05/2024	Regular	0.00	100.00	
01211	EDWARD GUERRERO	04/05/2024	Regular	0.00	900.00	
08103	EMILIO GOMEZ	04/05/2024	Regular	0.00	290.00	
03200	ENRIQUE C JUAREZ	04/05/2024	Regular	0.00	2,400.00	
08012	ENVISIONWARE, INC	04/05/2024	Regular	0.00	740.92	
00211	FEDERAL EXPRESS	04/05/2024	Regular	0.00	101.83	
00225	GENE DANIELS	04/05/2024	Regular	0.00	1,850.00	
08053	GRANICUS,LLC	04/05/2024	Regular	0.00	355.02	
03810	GREGORIO PINA III, PhD	04/05/2024	Regular	0.00	640.00	
01398	Guadalupe Leal	04/05/2024	Regular	0.00	100.00	
01235	GUZMAN & MUNOZ ENGINEERING AND SURVE		Regular	0.00	11,975.00	
01393	Hector Canales	04/05/2024	Regular	0.00	50.00	41675
01047	Jose Sauceda	04/05/2024	Regular	0.00	150.00	41676
01397	JOY SAMSON	04/05/2024	Regular	0.00	50.00	41677
08344	KENDIG KEAST COLLABORATIVE	04/05/2024	Regular	0.00	815.00	41678
03005	LINEBARGER GOGGAN BLAIR & SAMPSON	04/05/2024	Regular	0.00	7,934.64	41679
00305	LOS FRESNOS CHAMBER OF COMMERCE	04/05/2024	Regular	0.00	3,500.00	41680
08239	LOS FRESNOS NEWS	04/05/2024	Regular	0.00	512.00	41681
00335	LOS FRESNOS VOLUNTEER	04/05/2024	Regular	0.00	420.40	41682
01052	Maria Garza	04/05/2024	Regular	0.00	50.00	41683
01391	Maria Osorio	04/05/2024	Regular	0.00	50.00	41684
05785	MAXIMINO TORRES	04/05/2024	Regular	0.00	785.00	41685
01690	OMNIBASE SERVICES OF TEXAS, LP	04/05/2024	Regular	0.00	2,589.00	41686
00413	O'REILLY AUTO PARTS	04/05/2024	Regular	0.00	419.99	41687
01344	Oscar Alvarez	04/05/2024	Regular	0.00	604.90	41688
00915	PURCHASE POWER	04/05/2024	Regular	0.00	567.41	41689
01374	QUICK TUBE SYSTEMS, INC	04/05/2024	Regular	0.00	209.54	41690
07855	REGION STAFFING, INC	04/05/2024	Regular	0.00	1,430.40	41691
01313	First Pool Services	04/05/2024	Regular	0.00	4,166.25	41692
08263	RIO COMFORT A/C & HEATING, LLC	04/05/2024	Regular	0.00	1,374.00	41693
01382	Southern Trenchless Solutions, LLC.	04/05/2024	Regular	0.00	2,049.60	41694
09325	SPLASHTOP INC.	04/05/2024	Regular	0.00	2,850.00	
01645	STAPLES	04/05/2024	Regular	0.00	675.23	
00515	STATE COMPTROLLER	04/05/2024	Regular	0.00	186,329.83	
05415	TIME WARNER CABLE	04/05/2024	Regular	0.00		41698
08372	TMHRA	04/05/2024	Regular	0.00	100.00	
01362	TOPS - THE OUTDOOR POWER STORE	04/05/2024	Regular	0.00	312.80	
08257	TOTAL IMAGING SOLUTIONS, INC	04/05/2024	Regular	0.00	966.03	
03650	TX CITY MANAGEMENT ASSOC	04/05/2024	Regular	0.00	399.09	
04005	VALLEY SHREDDING SERVICE	04/05/2024	Regular	0.00	344.95	
08455	VEAE COMMUNICATION SERVICES LLC	04/05/2024	Regular	0.00	800.00	
00680	ZARSKY LUMBER	04/05/2024	Regular	0.00		41705
07555	SMARTCOM TELEPHONE	04/09/2024	Regular	0.00	613.04	41/06

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Check Report Date Range: 04/01/2024 - 04/30/2024

Check Report				Da	te Range: 04/01/202	24 - 04/30/2024
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08027	PABLO GARZA	04/09/2024	Regular	0.00	591.54	41707
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI	04/19/2024	Regular	0.00	140.00	41708
07320	ALLIED WASTE SERVICES	04/19/2024	Regular	0.00	80,819.66	41709
01565	AMAZON.COM	04/19/2024	Regular	0.00	1,200.14	41710
02740	ANGEL R. HERNANDEZ	04/19/2024	Regular	0.00	142.50	41711
05130	APPLIED CONCEPTS INC	04/19/2024	Regular	0.00	227.50	41712
08298	ARAMARK UNIFORM SERVICES, INC	04/19/2024	Regular	0.00	131.76	41713
09860	AT&T MOBILITY	04/19/2024	Regular	0.00	1,646.54	41714
09860	AT&T MOBILITY	04/19/2024	Regular	0.00	1,668.92	41715
01302	BIG M PEST CONTROL, LLC	04/19/2024	Regular	0.00	595.00	41716
08037	BLUE 360 MEDIA, LLC	04/19/2024	Regular	0.00	1,607.27	41717
00134	CDW GOVERNMENT, INC.	04/19/2024	Regular	0.00	479.84	41718
03545	CITY OF BROWNSVILLE	04/19/2024	Regular	0.00	108.00	41719
00004	CITY OF LOS FRESNOS	04/19/2024	Regular	0.00	1,510.39	
08328	DANA SAFETY SUPPLY, INC	04/19/2024	Regular	0.00	395.85	41721
05895	DIRECT ENERGY-UTILITY OPERATIONS	04/19/2024	Regular	0.00	12,804.47	
01402	Elvira Perez	04/19/2024	Regular	0.00	100.00	
07600	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU		Regular	0.00	542.04	
03000	FIRST COMMUNITY BANK	04/19/2024	Regular	0.00		41725
08069	FOREMOST TELECOMMUNICATIONS CORP	04/19/2024	Regular	0.00		41726
04635	FOUR STAR DRIVE IN RESTAURANT	04/19/2024	Regular	0.00	105.00	
09440	FUELMAN	04/19/2024	Regular	0.00	6,665.61	
00215	GALLS, LLC	04/19/2024	Regular	0.00	•	41729
09685	HANSON PROFESSIONAL SERVICES, INC.	04/19/2024	Regular	0.00	7,457.50	
03605	JOHN DEERE GOVT AND NATL	04/19/2024	Regular	0.00	148.40	
08248	KONICA MINOLTA PREMIERE FINANCE	04/19/2024	Regular	0.00	440.92	
08196	LA HORMIGA TIRE SHOP	04/19/2024	Regular	0.00		41733
03405	LEXISNEXIS RISK DATA MANAGEMENT INC	04/19/2024	Regular	0.00	100.00	
08675	LUIS ANGEL RAMOS	04/19/2024	Regular	0.00	7,398.25	
08366	MENTALIX, INC	04/19/2024	Regular	0.00	2,660.00	
00360	MIDDLETON AIR	04/19/2024	Regular	0.00	843.60	
01403	Nancy Hernandez	04/19/2024	Regular	0.00	100.00	
01274	NewLane Finance Company	04/19/2024	Regular	0.00	583.00	
01290	Norma Gutierrez	04/19/2024	Regular	0.00	100.00	
08080	NOVA HEALTHCARE, P.A.	04/19/2024	Regular	0.00	429.78	
00413	O'REILLY AUTO PARTS	04/19/2024	Regular	0.00		41742
01344	Oscar Alvarez	04/19/2024	Regular	0.00	815.38	
00430	PETTY CASH	04/19/2024	Regular	0.00		41744
07855	REGION STAFFING, INC	04/19/2024	Regular	0.00	3,896.00	
01160	ROCHA INFRASTRUCTURE CONST&EXC	04/19/2024	Regular	0.00	375.00	
01401	Rosa Wilkinson	04/19/2024	Regular	0.00	100.00	
00460	SAN BENITO NEWS	04/19/2024	Regular	0.00	390.00	
03465	SIRCHIE FINGERPRINT LABORATORIES	04/19/2024	Regular	0.00	320.10	
07555	SMARTCOM TELEPHONE	04/19/2024	Regular	0.00	613.04	
05350	TEAM GRAPHIX & AWARDS	04/19/2024	Regular	0.00	144.00	
00530	TEXAS MUNICIPAL LEAGUE	04/19/2024	Regular	0.00	4,284.00	
05415	TIME WARNER CABLE	04/19/2024	Regular	0.00	· ·	41753
04650	TYLER TECHNOLOGIES	04/19/2024	Regular	0.00	1,789.36	
00625	VALLEY SOLVENT & CHEMICAL	04/19/2024	Regular	0.00	698.10	
08455	VEAE COMMUNICATION SERVICES LLC	04/19/2024	Regular	0.00	800.00	
00970	BOB SALES INSURANCE	04/24/2024	Regular	0.00	66,879.00	
00430	PETTY CASH	04/24/2024	Regular	0.00	· ·	41758
08174		04/02/2024	Bank Draft	0.00		DFT0000668
08222	ELAVON, INC	04/02/2024	Bank Draft	0.00		DFT0000669
08222	OPENEDGE OPENEDGE	04/02/2024	Bank Draft	0.00	· ·	DFT0000670
08222	OPENEDGE OPENEDGE	04/02/2024	Bank Draft	0.00		DFT0000671
00001		04/02/2024	Bank Draft	0.00	•	DFT0000675
30001	CITY OF L.F. PAYROLL ACCT	0 1/ 12/ 2024	Sain Bruit	0.00	110,403.36	50000075

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Check Report

rt Date Range: 04/01/2024 - 04/30/2024

Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumber01332PNC BANK NATIONAL ASSOCIATION04/23/2024Bank Draft0.003,123.23DFT0000685

Bank Code FVB1 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	105	0.00	459,347.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	18	6	0.00	125,533.00
EFT's	0	0	0.00	0.00
_	186	112	0.00	584.880.84

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LOS FRESNOS

City of Los Fresnos, TX

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

					<u>.</u>	Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FU	ND						
Department: 400 - PR	OPERTY TAXES						
Revenue							
01-400-0100	CURRENT PROP TAXES	1,825,000.00	1,825,000.00	13,614.37	2,272,003.91	447,003.91	124.49 %
<u>01-400-0105</u>	PROPERTY TAX DISCOUNT	-50,000.00	-50,000.00	0.00	-55,067.43	-5,067.43	110.13 %
<u>01-400-0110</u>	DELINQUENT PROP TAXES	20,000.00	20,000.00	822.07	25,526.57	5,526.57	127.63 %
01-400-0120	PENALTY & INT	16,000.00	16,000.00	3,335.66	17,635.01	1,635.01	110.22 %
<u>01-400-0130</u>	PROPERTY TAX ADUSTMENT	0.00	0.00	-4,184.09	-9,445.03	-9,445.03	0.00 %
	Revenue Total:	1,811,000.00	1,811,000.00	13,588.01	2,250,653.03	439,653.03	124.28 %
	Department: 400 - PROPERTY TAXES Total:	1,811,000.00	1,811,000.00	13,588.01	2,250,653.03	439,653.03	124.28 %
Department: 407 - PO	DLICE						
Revenue 01-407-0240	MALIANICIDAL COLIDE DEVENILE	E4E 000 00	F 4 F 000 00	72 760 07	450 524 56	06 460 44	04420/
01-407-0240	MUNICIPAL COURT REVENUE COURT FEES-TECH	545,000.00 20,000.00	545,000.00 20,000.00	72,760.87 2,352.40	458,531.56 14,482.60	-86,468.44 -5,517.40	84.13 % 72.41 %
01-407-0242	LOCAL TRUANCY PREVENTION FUND	20,000.00	20,000.00	2,332.40	16,909.72	-3,090.28	84.55 %
01-407-0243	LOCAL MUNICIPAL JURY FUND	400.00	400.00	56.00	338.40	-5,090.28	84.60 %
01-407-0260	COURT FEES-JUDGE	200.00	200.00	10.00	57.50	-142.50	28.75 %
01-407-0270	COURT FEES-JODGE COURT FEES- SECURITY	22,000.00	22,000.00	2.820.10	17.274.59	-4,725.41	78.52 %
01-407-0280	COURT FEES-CHILD SAFETY FUND	3,700.00	3,700.00	904.00	5,733.00	2,033.00	154.95 %
01-407-0290	COURT FEES-SPECIAL EXPENSE	30,000.00	30,000.00	4,433.00	31,650.90	1,650.90	105.50 %
01-407-0310	POLICE RECORD FEES	300.00	300.00	27.00	141.00	-159.00	47.00 %
01-407-1045	SHOOTING RANGE REVENUE	30,000.00	30,000.00	5,065.00	19,855.00	-10.145.00	66.18 %
01-407-1061	POLICE EDUCATION FROM STATE	1,500.00	1,500.00	0.00	4,232.93	2,732.93	282.20 %
01-407-1076	VEST BVP GRANT	1,250.00	1,250.00	0.00	1,778.94	528.94	142.32 %
01-407-1091	SERVICE CONTRACT - LFCISD	28,000.00	28,000.00	25,468.00	25,468.00	-2,532.00	90.96 %
	Revenue Total:	702,350.00	702,350.00	116,696.38	596,454.14	-105,895.86	84.92 %
	Department: 407 - POLICE Total:	702,350.00	702,350.00	116,696.38	596,454.14	-105,895.86	84.92 %
Department: 410 - CO	DDE ENFORCEMENT						
Revenue							
01-410-1014	GARAGE SALE PERMITS	3,000.00	3,000.00	360.00	1,700.00	-1,300.00	56.67 %
<u>01-410-1016</u>	HEALTH INSPECTIONS	5,000.00	5,000.00	670.00	3,500.00	-1,500.00	70.00 %
01-410-1054	ALARM REGISTRATION FEES	0.00	0.00	0.00	10.00	10.00	0.00 %
01-410-1130	LOT MOWING	500.00	500.00	0.00	440.00	-60.00	88.00 %
	Revenue Total:	8,500.00	8,500.00	1,030.00	5,650.00	-2,850.00	66.47 %
D	epartment: 410 - CODE ENFORCEMENT Total:	8,500.00	8,500.00	1,030.00	5,650.00	-2,850.00	66.47 %
Department: 412 - SO	DLID WASTE						
Revenue 01-412-1090	GARBAGE COLLECTION-RESIDENTIAL	40,000.00	40,000.00	2,656.49	62,495.76	22,495.76	156.24 %
01-412-1100	GARBAGE COLLECTION-COMMERCI	46,000.00	46,000.00	2,750.53	59,111.82	13,111.82	128.50 %
01-412-1110	COLLECTED SALES TAX-GARBAGE	18,000.00	18,000.00	1,666.58	11,364.57	-6,635.43	63.14 %
01-412-1112	GARBAGE PENALTIES RECEIVABLE	31,500.00	31,500.00	4,207.74	24,693.28	-6,806.72	78.39 %
	Revenue Total:	135,500.00	135,500.00	11,281.34	157,665.43	22,165.43	116.36 %
	Department: 412 - SOLID WASTE Total:	135,500.00	135,500.00	11,281.34	157,665.43	22,165.43	116.36 %
Department: 416 - LIB	·	,	,	,	, .	,	
Revenue							
01-416-1017	LIBRARY-COPY MACHINE/FAXES	6,000.00	6,000.00	695.95	4,429.60	-1,570.40	73.83 %
01-416-1131	LIBRARY REVENUES	750.00	750.00	65.00	861.50	111.50	114.87 %
	Revenue Total:	6,750.00	6,750.00	760.95	5,291.10	-1,458.90	78.39 %
	Department: 416 - LIBRARY Total:	6,750.00	6,750.00	760.95	5,291.10	-1,458.90	78.39 %
		2,. 20.00	0,. 23.00		5,251.10	_, .55.50	. 2.23 /3

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

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		Original	Command	Dovind	Final	Variance	Davaant
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
		rotal baaget	rotal buaget	Activity	Activity	(Omavorable)	Oscu
Department: 430 - FRAN	CHISE FEES						
Revenue							
<u>01-430-0200</u>	STATE SALES TAX	1,700,000.00	1,700,000.00	137,788.72	1,079,399.22	-620,600.78	63.49 %
<u>01-430-0202</u>	HOTEL/MOTEL TAX	21,000.00	21,000.00	2,004.63	10,639.06	-10,360.94	50.66 %
<u>01-430-0210</u>	FRANCHISE FEE - AEP	194,000.00	194,000.00	13,009.40	115,231.55	-78,768.45	59.40 %
01-430-0220	AT&T LEASE	36,000.00	36,000.00	3,300.00	22,200.00	-13,800.00	61.67 %
<u>01-430-0230</u>	FRANCHISE FEE - AT & T	1,700.00	1,700.00	0.00	550.09	-1,149.91	32.36 %
<u>01-430-0245</u>	FRANCHISE FEE - TWC	59,000.00	59,000.00	0.00	25,948.44	-33,051.56	43.98 %
<u>01-430-0256</u>	PEG CAPITAL FEE	12,000.00	12,000.00	0.00	5,189.68	-6,810.32	43.25 %
<u>01-430-0261</u>	FRANCHISE FEE - GARBAGE	98,000.00	98,000.00	8,979.96	52,803.49	-45,196.51	53.88 %
<u>01-430-0271</u>	FRANCHISE FEE - TEXAS GAS	8,500.00	8,500.00	0.00	7,438.93	-1,061.07	87.52 %
<u>01-430-0275</u>	SKYWAY	8,700.00	8,700.00	747.34	5,231.38	-3,468.62	60.13 %
<u>01-430-0281</u>	RIGHT OF WAY FRANCHISE FEES	2,500.00	2,500.00	10.56	3,391.85	891.85	135.67 %
	Revenue Total:	2,141,400.00	2,141,400.00	165,840.61	1,328,023.69	-813,376.31	62.02 %
	Department: 430 - FRANCHISE FEES Total:	2,141,400.00	2,141,400.00	165,840.61	1,328,023.69	-813,376.31	62.02 %
Department: 444 - MISCI	ELLANEOUS						
Revenue							
01-444-1000	INTEREST EARNED	84,000.00	84,000.00	0.00	77,625.01	-6,374.99	92.41 %
01-444-1002	CDC ADMIN REVENUE	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
01-444-1015	LICENSE & PERMITS	175,000.00	175,000.00	19,256.32	113,999.88	-61,000.12	65.14 %
01-444-1020	MISC. FEES & SERVICES	0.00	0.00	0.00	9,010.83	9,010.83	0.00 %
01-444-1025	RENTAL FEE COMMUNITY CENTER	12,500.00	12,500.00	850.00	8,850.00	-3,650.00	70.80 %
01-444-1027	MISCELLANEOUS INCOME	17,500.00	17,500.00	0.00	12,858.15	-4,641.85	73.48 %
01-444-1028	RENTAL FEES PARKS	1,350.00	1,350.00	90.00	1,140.00	-210.00	84.44 %
01-444-1029	COMMUNITY CENTER BLDG SECURI	5,000.00	5,000.00	480.00	2,800.00	-2,200.00	56.00 %
01-444-1040	PLAT REVIEW FEES	5,000.00	5,000.00	700.00	6,250.00	1,250.00	125.00 %
01-444-1081	POOL ADMISSION/ RENTAL	3,500.00	3,500.00	0.00	0.00	-3,500.00	0.00 %
01-444-1085	CREDIT CARD PROCESSING FEE	20,000.00	20,000.00	2,806.19	16,475.02	-3,524.98	82.38 %
01-444-1094	SWIMMING LESSONS INCOME	18,000.00	18,000.00	1,740.00	1,740.00	-16,260.00	9.67 %
	Revenue Total:	356,850.00	356,850.00	25,922.51	250,748.89	-106,101.11	70.27 %
	Department: 444 - MISCELLANEOUS Total:	356,850.00	356,850.00	25,922.51	250,748.89	-106,101.11	70.27 %
Department: 490 - GRAN	·	•	·	·	,	,	
Revenue	113						
<u>01-490-1251</u>	GRANT REVENUE - OSG OVERTIME	71,000.00	71,000.00	0.00	71,319.67	319.67	100.45 %
01-490-1253	GRANT REVENUE - USSP	40,000.00	40,000.00	0.00	8,723.99	-31,276.01	21.81 %
01-490-1254	REIMBURSE-DSRIP COMMUNITY H	60,000.00	60,000.00	0.00	52,076.67	-7,923.33	86.79 %
01-490-7560	REIMB FROM FIRE/EMS	98,950.00	98,950.00	0.00	0.00	-98,950.00	0.00 %
	Revenue Total:	269,950.00	269,950.00	0.00	132,120.33	-137,829.67	48.94 %
	Department: 490 - GRANTS Total:	269,950.00	269,950.00	0.00	132,120.33	-137,829.67	48.94 %
	•	203,330.00	203,330.00	0.00	132,120.33	-137,023.07	70.57 /0
Department: 502 - ADMI	INISTRATION						
Expense	4 DA 444 UST A TU (5 CA 4 A DUSC	204 240 00	204 242 22	22 247 64	165 576 00	125 622 02	56.06.0/
<u>01-502-01100</u>	ADMINISTRATIVE SALARIES	291,210.00	291,210.00	23,247.61	165,576.08	125,633.92	56.86 %
<u>01-502-01500</u>	OVERTIME SALARIES EXPENSE	1,250.00	1,250.00	78.78	639.33	610.67	51.15 %
<u>01-502-02100</u>	PAYROLL TAXES - FICA	18,132.00	18,132.00	1,339.73	9,535.78	8,596.22	52.59 %
<u>01-502-02105</u>	PAYROLL TAXES - MEDICARE	4,240.00	4,240.00	313.31	2,230.13	2,009.87	52.60 %
<u>01-502-02106</u>	HEALTH INSURANCE EXPENSE	32,698.00	32,698.00	3,297.04	22,507.06	10,190.94	68.83 %
<u>01-502-02107</u> 01-502-02150	PAYROLL TAXES - TWC	495.00	495.00	2.54	51.77	443.23	10.46 %
	RETIREMENT EXPENSE	20,501.00	20,501.00	1,635.14	11,645.29	8,855.71	56.80 %
<u>01-502-02160</u>	WORKMAN'S COMPENSATION INS	691.00	691.00	1,737.96	2,057.60	-1,366.60	297.77 %
<u>01-502-02210</u>	OTHER INSURANCE	224.00	224.00	18.70	130.90	93.10	58.44 %
<u>01-502-03110</u>	ATTORNEY	10,000.00	10,000.00	0.00	5,700.00	4,300.00	57.00 %
<u>01-502-03115</u>	AUDITOR	22,750.00	22,750.00	0.00	17,360.78	5,389.22	76.31 %
<u>01-502-03120</u>	VALLEY METRO SERVICE	21,995.00	21,995.00	0.00	21,994.50	0.50	100.00 %
<u>01-502-04100</u>	OFFICE SUPPLIES & PRINTING	22,000.00	22,000.00	653.86	18,382.09	3,617.91	83.55 %
<u>01-502-04110</u>	POSTAGE	2,000.00	2,000.00	0.00	529.52	1,470.48	26.48 %
<u>01-502-05100</u>	ELECTRICITY	14,000.00	14,000.00	1,227.01	8,751.99	5,248.01	62.51 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

Budget Report For Fiscal. 2025-2024 Period Ending. 04/30/20						30/2024	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-502-05120	TELEPHONE	8,800.00	8,800.00	286.25	4,928.22	3,871.78	56.00 %
01-502-05130	UTILITIES-CITY HALL	12,000.00	12,000.00	0.00	1,629.13	10,370.87	13.58 %
01-502-06100	ADVERTISING	10,000.00	10,000.00	0.00	2,514.00	7,486.00	25.14 %
01-502-06120	LF CHAMBER OF COMMERCE ADV.	42,000.00	42,000.00	3,500.00	24,500.00	17,500.00	58.33 %
01-502-06130	HEADS & BEDS	21,000.00	21,000.00	0.00	19,500.00	1,500.00	92.86 %
01-502-09100	TRAVEL & TRAINING	16,000.00	16,000.00	1,196.44	6,816.73	9,183.27	42.60 %
01-502-09110	ADMIN EXPENSE	2,000.00	2,000.00	0.00	25.00	1,975.00	1.25 %
01-502-10100	DUES & MEMBERSHIP	10,000.00	10,000.00	355.02	8,320.05	1,679.95	83.20 %
01-502-11100	MAINTENANCE OF EQUIPMENT	17,000.00	17,000.00	0.00	8,831.00	8,169.00	51.95 %
01-502-11110	MAINTENANCE OF BUILDING	10,000.00	10,000.00	175.00	5,275.56	4,724.44	52.76 %
01-502-12100	BUILDING INSURANCE	33,000.00	33,000.00	32,888.00	32,888.00	112.00	99.66 %
01-502-12110	LIABILITY INSURANCE	10,000.00	10,000.00	0.00	11,484.86	-1,484.86	114.85 %
01-502-13500	CAPITAL OUTLAY	0.00	0.00	0.00	62,411.27	-62,411.27	0.00 %
01-502-14100	TECHNOLOGY MAINTENANCE AGRE	50,000.00	50,000.00	0.00	28,902.18	21,097.82	57.80 %
01-502-30250	PROFESSIONAL SERVICES	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
01-502-99100	MISCELLANEOUS	6,000.00	6,000.00	0.00	3,920.81	2,079.19	65.35 %
01-502-99101	EVENTS	7,500.00	7,500.00	0.00	3,390.00	4,110.00	45.20 %
	Expense Total:	721,736.00	721,736.00	71,952.39	512,429.63	209,306.37	71.00 %
	Department: 502 - ADMINISTRATION Total:	721,736.00	721,736.00	71,952.39	512,429.63	209,306.37	71.00 %
	MUNICIPAL COURT						
Expense							
01-503-01100	COURT CLERK SALARY	130,174.00	130,174.00	10,422.39	75,712.56	54,461.44	58.16 %
<u>01-503-01500</u>	OVERTIME SALARIES EXPENSE	1,000.00	1,000.00	172.74	2,213.00	-1,213.00	221.30 %
01-503-02100	FICA EXPENSE	8,133.00	8,133.00	648.56	4,772.41	3,360.59	58.68 %
<u>01-503-02105</u> 01-503-02106	MEDICARE EXPENSE	1,902.00	1,902.00	151.68	1,116.14	785.86	58.68 %
01-503-02107	HEALTH INSURANCE EXPENSE	17,835.00	17,835.00	1,798.38	12,276.54	5,558.46	68.83 %
01-503-02107	STATE UNEMPLOY TAX EXPENSE	270.00	270.00	0.74	27.00	243.00	10.00 %
<u>01-503-02150</u> <u>01-503-02160</u>	TMRS EXPENSE	9,196.00	9,196.00	742.72	5,462.58	3,733.42	59.40 %
<u>01-503-02100</u>	WORKER'S COMP	2,125.00 122.00	2,125.00	162.70	1,267.63	857.37	59.65 %
01-503-03100	OTHER INSURANCE JUDGE	26,600.00	122.00 26,600.00	8.50 1,800.00	60.28 12,600.00	61.72 14,000.00	49.41 % 47.37 %
01-503-03110	ATTORNEY	25,000.00		0.00	9,750.00	15,250.00	39.00 %
01-503-04100	SUPPLIES	6,000.00	25,000.00 6,000.00	0.00	1,219.30	4,780.70	20.32 %
01-503-04110	POSTAGE	3,000.00	3,000.00	0.00	953.99	2,046.01	31.80 %
01-503-05120	TELEPHONE	2,600.00	2,600.00	217.00	1,814.25	785.75	69.78 %
01-503-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	800.00	2,200.00	26.67 %
01-503-10100	DUES & MEMBERSHIPS	150.00	150.00	0.00	30.83	119.17	20.55 %
01-503-14110	COURT TECHNOLOGY	28,000.00	28,000.00	275.21	2,684.58	25,315.42	9.59 %
01-503-30110	CREDIT CARD SERVICE CHARGE	20,000.00	20,000.00	0.00	15,965.49	4,034.51	79.83 %
01-503-99100	MISCELLANEOUS	200.00	200.00	0.00	0.00	200.00	0.00 %
	Expense Total:	285,307.00	285,307.00	16,400.62	148,726.58	136,580.42	52.13 %
	Department: 503 - MUNICIPAL COURT Total:	285,307.00	285,307.00	16,400.62	148,726.58	136,580.42	52.13 %
Donartment: E04					,		
Expense	TAX ASSESSOR COLLECTOR						
<u>01-504-30100</u>	TAX APPRAISAL DISTRICT FEE	33,967.00	33,967.00	0.00	21,164.50	12,802.50	62.31 %
01-504-30300	COUNTY CONTRACT M&O	19,000.00	19,000.00	282.18	22,839.41	-3,839.41	120.21 %
02 30 1 30000	Expense Total:	52,967.00	52,967.00	282.18	44,003.91	8,963.09	83.08 %
_	<u> </u>					<u> </u>	
Dep	partment: 504 - TAX ASSESSOR COLLECTOR Total:	52,967.00	52,967.00	282.18	44,003.91	8,963.09	83.08 %
Department: 505 - Expense	INFORMATION TECHNOLOGY						
01-505-01100	INFORAMTION TECHNOLOGY SALA	39,000.00	39,000.00	3,000.02	21,750.13	17,249.87	55.77 %
01-505-02100	PAYROLL TAXES FICA	2,418.00	2,418.00	185.58	1,345.98	1,072.02	55.67 %
01-505-02105	PAYROLL TAXES MEDICARE	566.00	566.00	43.40	314.78	251.22	55.61 %
01-505-02106	HEALTH INSURANCE EXPENSE	2,973.00	2,973.00	299.74	2,046.15	926.85	68.82 %
01-505-02107	PAYROLL TAXES TWC	45.00	45.00	0.00	4.50	40.50	10.00 %
01-505-02150	TMRS RETIREMENT EXPENSE	2,734.00	2,734.00	210.30	1,524.68	1,209.32	55.77 %
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For Fiscal: 2023-2024 Period Ending: 04/30/2024

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		Oninimal	C	Daviad	Final	Variance	D
		Original	Current	Period	Fiscal	Favorable (Unfavorable)	Percent Used
		Total Budget	Total Budget	Activity	Activity	(Uniavorable)	osea
01-505-02160	WORKMAN'S COMPENSATION	92.00	92.00	6.50	49.01	42.99	53.27 %
<u>01-505-02210</u>	OTHER INSURANCE	20.00	20.00	1.70	11.90	8.10	59.50 %
01-505-02220	CONTRACT- IT SERVICES	12,500.00	12,500.00	800.00	5,600.00	6,900.00	44.80 %
<u>01-505-05120</u>	TELEPHONE	200.00	200.00	0.00	54.80	145.20	27.40 %
<u>01-505-13500</u>	CAPITAL OUTLAY	73,568.00	73,568.00	479.84	4,513.50	69,054.50	6.14 %
<u>01-505-14000</u>	TECHNOLOGY HARDWARE	2,000.00	2,000.00	0.00	2,525.43	-525.43	126.27 %
<u>01-505-14010</u>	SOFTWARE	1,000.00	1,000.00	0.00	153.76	846.24	15.38 %
<u>01-505-14030</u>	NETWORK	7,303.00	7,303.00	13.25	100.44	7,202.56	1.38 %
	Expense Total:	144,419.00	144,419.00	5,040.33	39,995.06	104,423.94	27.69 %
Department: 50	5 - INFORMATION TECHNOLOGY Total:	144,419.00	144,419.00	5,040.33	39,995.06	104,423.94	27.69 %
•		144,415.00	144,415.00	3,040.33	33,333.00	104,423.34	27.03 /0
Department: 506 - ELECTION							
Expense							
<u>01-506-03000</u>	ELECTIONS CONTRACT	16,610.00	16,610.00	0.00	0.00	16,610.00	0.00 %
<u>01-506-06100</u>	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-506-09100</u>	TRAVEL & SCHOOL	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
	Expense Total:	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
	Department: 506 - ELECTION Total:	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
Department: 507 - POLICE							
Expense							
<u>01-507-01100</u>	SALARIES EXPENSE	1,276,836.00	1,276,836.00	97,801.59	686,253.38	590,582.62	53.75 %
<u>01-507-01500</u>	POLICE OVERTIME SALARIES EXPE	55,000.00	55,000.00	2,300.33	22,187.39	32,812.61	40.34 %
<u>01-507-01510</u>	OVERTIME - COMMUNITY CENTER	5,000.00	5,000.00	375.06	2,480.40	2,519.60	49.61 %
<u>01-507-01515</u>	OVERTIME-STONE GARDEN	71,000.00	71,000.00	0.00	61,055.16	9,944.84	85.99 %
<u>01-507-01520</u>	OVERTIME - SCHOOL SECURITY	6,000.00	6,000.00	0.00	2,748.76	3,251.24	45.81 %
<u>01-507-01525</u>	OVERTIME - LBSP	40,000.00	40,000.00	3,464.33	10,710.15	29,289.85	26.78 %
<u>01-507-02100</u>	FICA EXPENSE	90,138.00	90,138.00	6,347.50	48,066.59	42,071.41	53.33 %
<u>01-507-02105</u>	MEDICARE EXPENSE	21,082.00	21,082.00	1,484.49	11,241.38	9,840.62	53.32 %
<u>01-507-02106</u>	HEALTH INSURANCE EXPENSE	151,599.00	151,599.00	13,787.59	91,226.95	60,372.05	60.18 %
01-507-02107	STATE UNEMPLOY TAX EXPENSE	2,295.00	2,295.00	6.48	228.27	2,066.73	9.95 %
<u>01-507-02150</u>	TMRS EXPENSE	101,917.00	101,917.00	7,286.29	55,059.03	46,857.97	54.02 %
<u>01-507-02160</u>	WORKER'S COMP	43,996.00	43,996.00	4,024.50	21,311.78	22,684.22	48.44 %
01-507-02210	OTHER INSURANCE	1,040.00	1,040.00	77.02	513.71	526.29	49.40 %
<u>01-507-03100</u>	BREATHALAZER CONTRACT	3,300.00	3,300.00	0.00	0.00	3,300.00	0.00 %
<u>01-507-03115</u>	FORENSICS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>01-507-04100</u>	ADMINISTRATIVE SUPPLIES	16,000.00	16,000.00	32.94	9,523.60	6,476.40	59.52 %
<u>01-507-04110</u>	JANITORIAL SUPPLIES	2,000.00	2,000.00	0.00	729.19	1,270.81	36.46 %
<u>01-507-04115</u>	EMPLOYEE SCREENINGS	2,000.00	2,000.00	429.78	2,603.59	-603.59	130.18 %
<u>01-507-04120</u>	UNIFORMS	20,000.00	20,000.00	0.00	4,379.03	15,620.97	21.90 %
<u>01-507-04130</u>	PRISONER EXPENSE	2,000.00	2,000.00	0.00	600.00	1,400.00	30.00 %
<u>01-507-04140</u>	POLICE EQUIPMENT	26,000.00	26,000.00	320.10	5,339.58	20,660.42	20.54 %
<u>01-507-04145</u>	VEST BVP EXPENSE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>01-507-05100</u>	ELECTRICITY	12,000.00	12,000.00	18.56	6,538.05	5,461.95	54.48 %
<u>01-507-05120</u>	TELEPHONE	16,600.00	16,600.00	583.79	9,656.52	6,943.48	58.17 %
<u>01-507-05130</u>	UTILITIES - POLICE	1,000.00	1,000.00	0.00	511.62	488.38	51.16 %
<u>01-507-05135</u>	UTILTIES - TRAINING CENTER	650.00	650.00	0.00	318.04	331.96	48.93 %
<u>01-507-06100</u>	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-507-07100</u>	FUEL FOR VEHICLES	60,000.00	60,000.00	5,170.32	29,067.29	30,932.71	48.45 %
01-507-08100	REPAIRS TO VEHICLES	36,000.00	36,000.00	220.50	23,149.11	12,850.89	64.30 %
01-507-09100	TRAVEL & TRAINING	10,000.00	10,000.00	0.00	3,193.15	6,806.85	31.93 %
01-507-09110	STATE EDUCATION TRAINING	1,500.00	1,500.00	0.00	57.00	1,443.00	3.80 %
01-507-10100	DUES & MEMBERSHIPS	1,000.00	1,000.00	0.00	450.84	549.16	45.08 %
01-507-11100	MAINTENANCE OF EQUIPMENT	2,000.00	2,000.00	0.00	1,047.00	953.00	52.35 %
01-507-11110	MAINTENANCE OF BUILDING	8,500.00	8,500.00	589.58	2,587.37	5,912.63	30.44 %
01-507-11120	MAINTENANCE OF SHOOTING RAN	25,000.00	25,000.00	0.00	107.37	24,892.63	0.43 %
01-507-12100	BUILDING INSURANCE	7,000.00	7,000.00	6,804.00	6,804.00	196.00	97.20 %
<u>01-507-12110</u>	LIABILITY INSURANCE	25,000.00	25,000.00	0.00	35,418.18	-10,418.18	141.67 %
01-507-13500	CAPITAL OUTLAY	0.00	121,058.00	0.00	121,319.35	-261.35	100.22 %

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						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
01-507-14100	TECHNOLOGY MAINTENANCE AGRE	24,000.00	24,000.00	0.00	12,089.08	11,910.92	50.37 %
<u>01-507-30100</u>	SCHOOL SUPPORT/EXPLORERS	4,000.00	4,000.00	0.00	3,409.08	590.92	85.23 %
01-507-99100	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00 %
	Expense Total:	2,175,953.00	2,297,011.00	151,124.75	1,291,980.99	1,005,030.01	56.25 %
	Department: 507 - POLICE Total:	2,175,953.00	2,297,011.00	151,124.75	1,291,980.99	1,005,030.01	56.25 %
Department: 508 - FIRE							
Expense							
<u>01-508-02160</u>	WORKERS COMP	2,000.00	2,000.00	-664.56	1,223.90	776.10	61.20 %
01-508-03100	FIRE MARSHAL	10,000.00	10,000.00	0.00	3,840.00	6,160.00	38.40 %
<u>01-508-03110</u>	SPECIAL SERVICES- CONTRACT	151,000.00	151,000.00	0.00	75,500.00	75,500.00	50.00 %
<u>01-508-04100</u>	SUPPLIES	1,250.00	1,250.00	0.00	660.00	590.00	52.80 %
<u>01-508-05120</u>	TELEPHONE	318.00	318.00	26.50	200.89	117.11	63.17 %
<u>01-508-05130</u>	UTILITIES - FIRE DEPARTMENT	10,000.00	10,000.00	0.00	383.45	9,616.55	3.83 %
<u>01-508-12100</u>	BUILDING INSURANCE	13,250.00	13,250.00	13,184.77	13,184.77	65.23	99.51 %
01-508-12110	LIABILITY INSURANCE Expense Total:	28,000.00 215,818.00	28,000.00 215,818.00	0.00 12,546.71	24,422.58 119,415.59	3,577.42 96,402.41	87.22 % 55.33 %
	Department: 508 - FIRE Total:	215,818.00	215,818.00	12,546.71	119,415.59	96,402.41	55.33 %
Donortmont: FOO FNCIN	•	213,818.00	215,616.00	12,546.71	119,415.55	90,402.41	55.55 <i>/</i> ₀
Department: 509 - ENGIN Expense	VEEKING						
01-509-03000	CONTRACT- BUILDING INSPECTOR	150,000.00	150,000.00	0.00	58,733.34	91,266.66	39.16 %
01-509-30100	PLAT REVIEW	10,000.00	10,000.00	1,927.50	7,712.00	2,288.00	77.12 %
01-509-30120	ENGINEERING	25,000.00	25,000.00	5,530.00	26,486.55	-1,486.55	105.95 %
	Expense Total:	185,000.00	185,000.00	7,457.50	92,931.89	92,068.11	50.23 %
	Department: 509 - ENGINEERING Total:	185,000.00	185,000.00	7,457.50	92,931.89	92,068.11	50.23 %
Department: 510 - CODE	ENFORCEMENT						
Expense							
<u>01-510-01100</u>	ENVIRONMENTAL OFFICER SALARIES	105,638.00	105,638.00	9,001.88	62,171.94	43,466.06	58.85 %
<u>01-510-01500</u>	OVERTIME SALARIES	4,000.00	4,000.00	8.96	2,310.92	1,689.08	57.77 %
<u>01-510-02100</u>	PAYROLL TAXES FICA	6,798.00	6,798.00	557.82	3,991.43	2,806.57	58.71 %
<u>01-510-02105</u>	PAYROLL TAXES MEDICARE	1,590.00	1,590.00	130.46	933.49	656.51	58.71 %
<u>01-510-02106</u>	HEALTH INSURANCE	11,890.00	11,890.00	1,198.92	7,193.52	4,696.48	60.50 %
01-510-02107	PAYROLL TWC	180.00	180.00	0.00	18.00	162.00	10.00 %
<u>01-510-02150</u>	TMRS	7,686.00	7,686.00	631.66	4,520.27	3,165.73	58.81 %
<u>01-510-02160</u>	WORKMAN'S COMPENSATION	3,366.00	3,366.00	267.86	2,165.38	1,200.62	64.33 %
<u>01-510-02210</u>	OTHER INS	82.00	82.00	6.80	40.80	41.20	49.76 %
<u>01-510-03100</u>	ORDINANCE ENFORCEMENT	6,000.00	6,000.00	190.00	715.00	5,285.00	11.92 %
<u>01-510-04100</u>	SUPPLIES & POSTAGE	8,000.00	8,000.00	0.00	394.21	7,605.79	4.93 %
<u>01-510-05120</u>	TELEPHONE/INTERNET	1,400.00	1,400.00	26.50	465.37	934.63	33.24 %
<u>01-510-07100</u>	FUEL FOR VEHICLES	7,000.00	7,000.00	11.98	1,811.60	5,188.40	25.88 %
<u>01-510-08100</u>	REPAIRS TO VEHICLES	2,500.00	2,500.00	227.50	1,277.44	1,222.56	51.10 %
<u>01-510-09100</u>	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	76.94	1,923.06	3.85 %
01-510-11100	MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	91.16	408.84	18.23 %
01-510-11110	MAINTENANCE OF BUILDING	2,000.00	2,000.00	25.00	150.00	1,850.00	7.50 %
01-510-12110	LIABILITY INSURANCE	500.00	500.00	0.00	535.08	-35.08	107.02 %
01-510-13110	ANIMAL SHELTER	0.00	0.00	0.00	506.30	-506.30	0.00 %
01-510-30100	ANIMAL CONTROL	500.00	500.00	108.00	540.00	-40.00	108.00 %
01-510-99100	MISCELLANEOUS	500.00	500.00	0.00	240.00	260.00	48.00 %
01-510-99115	BAD DEBT EXPENSE- LOT MOWING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	Expense Total:	175,130.00	175,130.00	12,393.34	90,148.85	84,981.15	51.48 %
Depa	artment: 510 - CODE ENFORCEMENT Total:	175,130.00	175,130.00	12,393.34	90,148.85	84,981.15	51.48 %
Department: 511 - EMER	GENCY MEDICAL SERV						
Expense	WORKERIC COMP	26 500 00	26 500 00	2 000 22	26 776 50	276.50	101.04.0/
<u>01-511-02160</u>	WORKER'S COMP	26,500.00	26,500.00	2,000.23	26,776.59	-276.59	101.04 %
<u>01-511-05120</u>	TELEPHONE	318.00	318.00	26.50	200.89	117.11	63.17 %
<u>01-511-05130</u>	UTILITIES-AMBULANCE SERVICE	0.00	0.00	0.00	2,657.87	-2,657.87	0.00 %
01-511-12100	BUILDING INSURANCE	7,200.00	7,200.00	7,096.23	7,096.23	103.77	98.56 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-511-12110	LIABILITY INSURANCE	24,000.00	24,000.00	0.00	25,371.22	-1,371.22	105.71 %
01-511-30000	LOS FRESNOS AMBULANCE SERVICE	160,000.00	160,000.00	0.00	80,000.00	80,000.00	50.00 %
	Expense Total:	218,018.00	218,018.00	9,122.96	142,102.80	75,915.20	65.18 %
D			<u> </u>	<u> </u>	<u> </u>	<u> </u>	
De	epartment: 511 - EMERGENCY MEDICAL SERV Total:	218,018.00	218,018.00	9,122.96	142,102.80	75,915.20	65.18 %
Department: 51 Expense	12 - SOLID WASTE						
01-512-03100	CONTRACTED GARBAGE COLLECTI	0.00	0.00	0.00	9,025.83	-9,025.83	0.00 %
01-512-99115	BAD DEBT EXPENSE	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
	Expense Total:	2,500.00	2,500.00	0.00	9,024.85	-6,524.85	360.99 %
	Department: 512 - SOLID WASTE Total:	2,500.00	2,500.00	0.00	9,024.85	-6,524.85	360.99 %
Department: 51	L4 - STREETS						
Expense 01-514-01100	CALADIEC EVDENCE	62 505 00	62 505 00	5 004 07	24.074.05	27.642.05	FF 00 %
01-514-01125	SALARIES EXPENSE CONTRACT LABOR	62,585.00	62,585.00	5,084.97 819.20	34,971.95 11,571.20	27,613.05 15,052.80	55.88 % 43.46 %
01-514-01130	CONTRACT LABOR CONTRACT LABOR- OVERTIME	26,624.00 2,000.00	26,624.00 2,000.00	0.00	0.00	2,000.00	0.00 %
01-514-01500	OVERTIME SALARIES EXPENSE	2,000.00	2,000.00	68.98	1,879.93	120.07	94.00 %
01-514-02100	FICA EXPENSE	4,004.00	4,004.00	316.72	2,265.06	1,738.94	56.57 %
01-514-02105	MEDICARE EXPENSE	936.00	936.00	74.07	529.71	406.29	56.59 %
01-514-02106	HEALTH INSURANCE EXPENSE	11,890.00	11,890.00	1,198.92	8,184.36	3,705.64	68.83 %
01-514-02107	STATE UNEMPLOY TAX EXPENSE	180.00	180.00	1.12	23.18	156.82	12.88 %
01-514-02150	TMRS EXPENSE	4,528.00	4,528.00	361.29	2,583.32	1,944.68	57.05 %
01-514-02160	WORKER'S COMP	1,674.00	1,674.00	122.45	912.77	761.23	54.53 %
01-514-02210	OTHER INSURANCE	82.00	82.00	6.80	47.60	34.40	58.05 %
01-514-04100	TOOLS & SUPPLIES	3,500.00	3,500.00	0.00	1,709.57	1,790.43	48.84 %
01-514-05100	ELECTRICITY (STREET LIGHTS)	98,000.00	98,000.00	8,650.54	60,722.03	37,277.97	61.96 %
01-514-07100	FUEL FOR VEHICLES	10,000.00	10,000.00	609.94	4,564.71	5,435.29	45.65 %
01-514-08100	REPAIRS TO VEHICLES	4,000.00	4,000.00	0.00	6,316.98	-2,316.98	157.92 %
<u>01-514-09100</u> 01-514-10100	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	445.00	1,555.00	22.25 %
01-514-10100	DUES AND MEMBERSHIP	12,000.00	12,000.00	0.00	12,280.00	-280.00	102.33 %
01-514-11110	STREET DRAINAGE & REPAIRS STREET SIGNS & REPAIRS	30,000.00 5,000.00	30,000.00 5,000.00	0.00 0.00	2,349.60 690.59	27,650.40 4,309.41	7.83 % 13.81 %
01-514-11120	MOWING MACHINE REPAIRS	7,500.00	7,500.00	0.00	3,207.77	4,292.23	42.77 %
01-514-12110	LIABILITY INSURANCE	4,100.00	4,100.00	0.00	2,258.90	1,841.10	55.10 %
01-514-13500	CAPITAL OUTLAY	0.00	0.00	0.00	455,900.22	-455,900.22	0.00 %
01-514-13520	STREET PROJECTS	93,764.00	93,764.00	0.00	186,429.41	-92,665.41	198.83 %
	Expense Total:	386,367.00	386,367.00	17,315.00	799,843.86	-413,476.86	207.02 %
	Department: 514 - STREETS Total:	386,367.00	386,367.00	17,315.00	799,843.86	-413,476.86	207.02 %
Department: 51	L5 - PARKS						
Expense							
<u>01-515-01100</u> <u>01-515-01105</u>	SALARIES EXPENSE	94,446.00	94,446.00	5,028.49	49,596.97	44,849.03	52.51 %
01-515-01105	POOL LABOR	71,619.00	55,174.00	3,312.80	15,828.73	39,345.27	28.69 %
<u>01-515-01125</u> <u>01-515-01130</u>	CONTRACT LABOR OVERTIME	53,248.00	53,248.00	1,484.80	23,810.40	29,437.60	44.72 %
01-515-01500	CONTRACT LABOR - OVERTIME OVERTIME SALARIES EXPENSE	500.00 4,000.00	500.00 4,000.00	158.40 562.36	254.40	245.60 837.59	50.88 % 79.06 %
01-515-02100	FICA EXPENSE	11,071.00	11,071.00	548.37	3,162.41 4,225.90	6,845.10	38.17 %
01-515-02105	MEDICARE EXPENSE	2,590.00	2,590.00	128.24	988.29	1,601.71	38.16 %
01-515-02106	HEALTH INSURANCE EXPENSE	17,835.00	17,835.00	1,798.38	12,276.54	5,558.46	68.83 %
01-515-02107	STATE UNEMPLOY TAX EXPENSE	1,800.00	1,800.00	4.52	41.32	1,758.68	2.30 %
01-515-02150	TMRS EXPENSE	6,902.00	6,902.00	391.92	3,698.41	3,203.59	53.58 %
01-515-02160	WORKER'S COMP	3,703.00	3,703.00	169.24	1,360.44	2,342.56	36.74 %
01-515-02210	OTHER INSURANCE	122.00	122.00	10.20	71.40	50.60	58.52 %
01-515-04100	TOOLS & SUPPLIES	10,000.00	10,000.00	144.00	4,226.69	5,773.31	42.27 %
01-515-04110	POOL SUPPLIES	2,500.00	2,500.00	0.00	669.32	1,830.68	26.77 %
01-515-05100	ELECTRICITY - PARKS	10,000.00	10,000.00	977.99	3,763.74	6,236.26	37.64 %
01-515-05110	ELECTRICITY - POOL	8,000.00	8,000.00	617.38	4,603.76	3,396.24	57.55 %
01-515-05115	ELECTRICITY - BOYS & GIRLS CLUB	10,000.00	10,000.00	662.69	4,946.62	5,053.38	49.47 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

budget Report					/30/2024		
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-515-05116</u>	ELECTRICITY - ALAMO WAREHOUSE	4,000.00	4,000.00	270.24	2,071.20	1,928.80	51.78 %
01-515-05120	TELEPHONE	159.00	159.00	13.25	100.44	58.56	63.17 %
01-515-05130	UTILITIES - COMMUNITY PARK	3,500.00	3,500.00	0.00	1,723.50	1,776.50	49.24 %
<u>01-515-05131</u>	UTILITIES - NATURE PARK	1,200.00	1,200.00	0.00	468.99	731.01	39.08 %
01-515-05132	UTILITIES - POOL	2,000.00	2,000.00	0.00	1,700.31	299.69	85.02 %
01-515-05135	UTILITIES - BOYS & GIRLS CLUB	1,500.00	1,500.00	0.00	431.18	1,068.82	28.75 %
<u>01-515-05136</u>	UTILITIES - ALAMO WAREHOUSE	1,000.00	1,000.00	0.00	328.87	671.13	32.89 %
<u>01-515-07100</u>	FUEL FOR VEHICLES	10,000.00	10,000.00	873.37	5,188.44	4,811.56	51.88 %
<u>01-515-08100</u>	REPAIRS TO VEHICLES	5,000.00	5,000.00	0.00	8,918.95	-3,918.95	178.38 %
01-515-08110	TRACTOR REPAIRS	0.00	0.00	0.00	30.00	-30.00	0.00 %
<u>01-515-11100</u>	MOWING MACHINE REPAIRS	10,000.00	10,000.00	148.40	6,766.05	3,233.95	67.66 %
<u>01-515-11110</u>	POOL MAINTENANCE	3,500.00	19,945.00	0.00	19,055.04	889.96	95.54 %
<u>01-515-11120</u>	POOL CHEMICALS	8,000.00	8,000.00	698.10	4,705.02	3,294.98	58.81 %
<u>01-515-11130</u>	PARK MAINTENANCE	15,000.00	15,000.00	110.00	8,865.80	6,134.20	59.11 %
<u>01-515-11135</u>	FIELD MAINTENANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
<u>01-515-11136</u>	ALAMO WHSE MAINTENANCE	1,000.00	1,000.00	105.00	837.00	163.00	83.70 %
<u>01-515-11145</u>	BOYS & GIRLS CLUB	60,000.00	60,000.00	0.00	30,000.00	30,000.00	50.00 %
<u>01-515-12100</u>	BUILDING INSURANCE	1,600.00	1,600.00	1,565.00	1,565.00	35.00	97.81 %
<u>01-515-12110</u>	LIABILITY INSURANCE	6,000.00	6,000.00	-425.40	5,461.46	538.54	91.02 %
01-515-99100	MISCELLANEOUS	600.00	600.00	0.00	343.20	256.80	57.20 %
	Expense Total:	448,395.00	448,395.00	19,357.74	232,085.79	216,309.21	51.76 %
	Department: 515 - PARKS Total:	448,395.00	448,395.00	19,357.74	232,085.79	216,309.21	51.76 %
Department: 516 - LIBRAR	Y						
Expense							
<u>01-516-01100</u>	SALARIES EXPENSE	153,593.00	153,593.00	9,894.84	70,701.10	82,891.90	46.03 %
01-516-01500	OVERTIME SALARIES EXPENSE	500.00	500.00	214.50	363.00	137.00	72.60 %
01-516-02100	FICA EXPENSE	9,554.00	9,554.00	623.64	4,390.40	5,163.60	45.95 %
<u>01-516-02105</u>	MEDICARE EXPENSE	2,235.00	2,235.00	145.85	1,026.79	1,208.21	45.94 %
<u>01-516-02106</u>	HEALTH INSURANCE EXPENSE	23,780.00	23,780.00	1,198.92	8,184.36	15,595.64	34.42 %
<u>01-516-02107</u>	STATE UNEMPLOY TAX EXPENSE	360.00	360.00	1.92	310.82	49.18	86.34 %
<u>01-516-02150</u>	TMRS EXPENSE	10,803.00	10,803.00	574.07	3,803.38	6,999.62	35.21 %
<u>01-516-02160</u>	WORKER'S COMP	488.00	488.00	29.61	215.63	272.37	44.19 %
<u>01-516-02210</u>	OTHER INSURANCE	163.00	163.00	6.80	47.60	115.40	29.20 %
<u>01-516-04100</u>	OFFICE SUPPLIES & POSTAGE	3,000.00	3,000.00	32.94	1,352.82	1,647.18	45.09 %
<u>01-516-05100</u> 01-516-05120	ELECTRICITY	5,000.00	5,000.00	380.06	2,645.50	2,354.50	52.91 %
01-516-09100	TELEPHONE	1,320.00	1,320.00	109.39	788.47	531.53	59.73 %
<u>01-516-10100</u>	TRAVEL & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>01-516-10100</u> <u>01-516-11100</u>	DUES & MEMBERSHIP	225.00	225.00	0.00	30.83	194.17	13.70 %
01-516-11110	MAINTENANCE OF EQUIPMENT MAINTENANCE OF BUILDING	500.00 2,000.00	500.00 2,000.00	0.00 351.20	299.00 1,811.95	201.00 188.05	59.80 % 90.60 %
01-516-12100	BUILDING INSURANCE	5,400.00	5,400.00	5,341.00	5,341.00	59.00	98.91 %
01-516-12110	LIABILITY INSURANCE	2,100.00	2,100.00	81.20	2,454.76	-354.76	116.89 %
01-516-13110	LEASE COPIER	3,500.00	3,500.00	0.00	1,499.46	2,000.54	42.84 %
01-516-13500	CAPITAL OUTLAY	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00 %
01-516-14100	TECHNOLOGY MAINTENACE AGRE	6,800.00	6,800.00	10.47	2,953.26	3,846.74	43.43 %
01-516-30100	BOOKS	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00 %
01-516-99100	MISCELLANEOUS	2,000.00	2,000.00	0.00	1,230.63	769.37	61.53 %
	Expense Total:	244,921.00	244,921.00	18,996.41	109,450.76	135,470.24	44.69 %
	Department: 516 - LIBRARY Total:	244,921.00	244,921.00	18,996.41	109,450.76	135,470.24	44.69 %
Department: 517 - COMMI	UNITY CENTER						
Expense							
01-517-04100	SUPPLIES	2,500.00	2,500.00	32.94	1,671.48	828.52	66.86 %
01-517-11100	MAINTENANCE OF EQUIPMENT	1,850.00	937.00	0.00	207.00	730.00	22.09 %
<u>01-517-11110</u>	MAINTENANCE OF BUILDING	7,229.00	8,142.00	281.20	6,479.20	1,662.80	79.58 %
	Expense Total:	11,579.00	11,579.00	314.14	8,357.68	3,221.32	72.18 %
Depart	ment: 517 - COMMUNITY CENTER Total:	11,579.00	11,579.00	314.14	8,357.68	3,221.32	72.18 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

						Variance	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
Department	: 518 - EMERGENCY MANAGEMENT						
Expense							
01-518-01100	COORDINATOR SALARY	5,966.00	5,966.00	458.94	3,442.05	2,523.95	57.69 %
01-518-02100	FICA	370.00	370.00	28.46	213.45	156.55	57.69 %
01-518-02105	MEDICARE	87.00	87.00	6.66	49.95	37.05	57.41 %
01-518-02107	STATE UNEMPLOYMENT TAX EXPE	90.00	90.00	0.00	-1.67	91.67	-1.86 %
01-518-02150	TMRS	418.00	418.00	32.18	241.35	176.65	57.74 %
01-518-02160	WORKERS COMPENSATION	183.00	183.00	87.64	750.94	-567.94	410.35 %
01-518-04100	SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-518-05120	TELEPHONE/COMMUNICATION	25,000.00	25,000.00	0.00	22,692.00	2,308.00	90.77 %
01-518-07110	DIESEL FUEL - DISASTER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-518-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-518-11100	MAINTENANCE EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-518-14100	TECHNOLOGY MAINTENANCE AGRE	25,000.00	25,000.00	2,660.00	23,767.66	1,232.34	95.07 %
	Expense Total:	67,614.00	67,614.00	3,273.88	51,155.73	16,458.27	75.66 %
	Department: 518 - EMERGENCY MANAGEMENT Total:	67,614.00	67,614.00	3,273.88	51,155.73	16,458.27	75.66 %
	: 519 - OTHER GENERAL EXPENSES						
Expense							
01-519-30160	OUTSOURCE PAYROLL SERVICE	7,000.00	7,000.00	0.00	4,102.50	2,897.50	58.61 %
01-519-30170	RCI TECHNOLOGIES- FA/RECORDS	8,000.00	8,000.00	0.00	344.95	7,655.05	4.31 %
01-519-30260	THANKSGIVING/CHRISTMAS PARTY	5,000.00	5,000.00	55.00	2,409.54	2,590.46	48.19 %
	Expense Total:	20,000.00	20,000.00	55.00	6,856.99	13,143.01	34.28 %
	Department: 519 - OTHER GENERAL EXPENSES Total:	20,000.00	20,000.00	55.00	6,856.99	13,143.01	34.28 %
-	: 522 - EXPENDITURES CH 59						
Expense							
01-522-30130	TRANSFER OUT	0.00	0.00	0.00	2,250.00	-2,250.00	0.00 %
	Expense Total:	0.00	0.00	0.00	2,250.00	-2,250.00	0.00 %
	Department: 522 - EXPENDITURES CH 59 Total:	0.00	0.00	0.00	2,250.00	-2,250.00	0.00 %
· •	: 523 - DSRIP-COMMUNITY HEALT						
Expense 01-523-01100	SALARIES EXPENSE	37,337.00	37,337.00	2,872.00	20,822.00	16,515.00	55.77 %
01-523-01500	OVERTIME	500.00	500.00	0.00	0.00	500.00	0.00 %
01-523-02100	FICA EXPENSE	2,346.00	2,346.00	172.58	1,257.37	1,088.63	53.60 %
01-523-02105	MEDICARE EXPENSE	549.00	549.00	40.36	294.08	254.92	53.57 %
01-523-02106	HEALTH INSURANCE EXPENSE	5.945.00	5,945.00	599.46	4.092.18	1,852.82	68.83 %
01-523-02107	STATE UNEMPLOY TAX EXPENSE	90.00	90.00	0.00	7.57	82.43	8.41 %
01-523-02150	TMRS EXPENSE	2,652.00	2,652.00	201.32	1,459.57	1,192.43	55.04 %
01-523-02160	WORKER'S COMP	785.00	785.00	54.60	411.97	373.03	52.48 %
01-523-02210	OTHER INSURANCE	41.00	41.00	3.40	23.80	17.20	58.05 %
01-523-04100	SUPPLIES	6,000.00	6,000.00	0.00	3,921.17	2,078.83	65.35 %
01-523-05120	TELEPHONE	1,100.00	1,100.00	13.25	544.89	555.11	49.54 %
01-523-09100	TRAVEL & TRAINING	624.00	624.00	0.00	0.00	624.00	0.00 %
	Expense Total:	57,969.00	57,969.00	3,956.97	32,834.60	25,134.40	56.64 %
	Department: 523 - DSRIP-COMMUNITY HEALT Total:	57,969.00	57,969.00	3,956.97	32,834.60	25,134.40	56.64 %
	Fund: 01 - GENERAL FUND Surplus (Deficit):	-3.00	-121,061.00	-14,470.12	993,011.05	1,114,072.05	-820.26 %
	Report Surplus (Deficit):	-3.00	-121,061.00	-14,470.12	993,011.05	1,114,072.05	-820.26 %

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Check Report



City of Los Fresnos, TX

By Check Number Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB2-WAT		04/05/2024	Dogular	0.00	7.00	152200
03185 05635	A&A TOWING AND RECOVERY LLC	04/05/2024 04/05/2024	Regular Regular	0.00 0.00		152389 152390
01301	AGUAWORKS PIPE & SUPPLY, INC	04/05/2024	Regular	0.00		152390
01565	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI	04/05/2024	Regular	0.00		152392
07270	AMAZON.COM	04/05/2024	Regular	0.00		152393
08298	AQUA METRIC SALES COMPANY	04/05/2024	Regular	0.00		152394
04620	ARAMARK UNIFORM SERVICES, INC CAMERON COUNTY TAX ASSESOR COLLECTOR	04/05/2024	Regular	0.00		152395
05895	DIRECT ENERGY-UTILITY OPERATIONS	04/05/2024	Regular	0.00	7,044.32	
02325	EAST RIO HONDO WATER	04/05/2024	Regular	0.00	•	152397
08196	LA HORMIGA TIRE SHOP	04/05/2024	Regular	0.00		152398
07860	LINDE GAS & EQUIPMENT INC	04/05/2024	Regular	0.00		152399
08690	LUIS MASCORRO	04/05/2024	Regular	0.00		152400
05785	MAXIMINO TORRES	04/05/2024	Regular	0.00		152401
09755	NEW CORE INC	04/05/2024	Regular	0.00		152402
00413	O'REILLY AUTO PARTS	04/05/2024	Regular	0.00		152403
00915	PURCHASE POWER	04/05/2024	Regular	0.00		152404
07535	PVS DX INC.	04/05/2024	Regular	0.00	2,977.20	
07855	REGION STAFFING, INC	04/05/2024	Regular	0.00	1,331.20	152406
01645	STAPLES	04/05/2024	Regular	0.00	675.24	152407
08299	UNIFIRST HOLDINGS INC	04/05/2024	Regular	0.00	249.11	152408
00605	US POSTMASTER	04/05/2024	Regular	0.00	320.00	152409
08455	VEAE COMMUNICATION SERVICES LLC	04/05/2024	Regular	0.00	800.00	152410
00680	ZARSKY LUMBER	04/05/2024	Regular	0.00	78.84	152411
07555	SMARTCOM TELEPHONE	04/09/2024	Regular	0.00	228.00	152412
08068	A3 CONTRACTORS & SERVICES, LLC	04/19/2024	Regular	0.00	1,100.00	152413
05635	AGUAWORKS PIPE & SUPPLY, INC	04/19/2024	Regular	0.00	462.88	152414
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI	04/19/2024	Regular	0.00	567.39	152415
01565	AMAZON.COM	04/19/2024	Regular	0.00	651.30	152416
07270	AQUA METRIC SALES COMPANY	04/19/2024	Regular	0.00	3,068.17	152417
08298	ARAMARK UNIFORM SERVICES, INC	04/19/2024	Regular	0.00	153.78	152418
09860	AT&T MOBILITY	04/19/2024	Regular	0.00	447.24	152419
09860	AT&T MOBILITY	04/19/2024	Regular	0.00	447.24	152420
01302	BIG M PEST CONTROL, LLC	04/19/2024	Regular	0.00	25.00	152421
00120	CCID #6	04/19/2024	Regular	0.00	1,199.36	152422
00134	CDW GOVERNMENT, INC.	04/19/2024	Regular	0.00	479.84	152423
06715	CHEMTEX INDUSTRIES, LLC	04/19/2024	Regular	0.00	325.00	152424
00004	CITY OF LOS FRESNOS	04/19/2024	Regular	0.00		152425
08070	DEPARTMENT OF STATE HEALTH SERVICES	04/19/2024	Regular	0.00		152426
08070	DEPARTMENT OF STATE HEALTH SERVICES	04/19/2024	Regular	0.00		152427
02325	EAST RIO HONDO WATER	04/19/2024	Regular	0.00		152428
00211	FEDERAL EXPRESS	04/19/2024	Regular	0.00		152429
09440	FUELMAN	04/19/2024	Regular	0.00	1,705.77	
01220	GOLDSTREET DESIGN AGENCY, INC	04/19/2024	Regular	0.00	1,000.57	
00250	HACH CHEMICAL	04/19/2024	Regular	0.00	1,016.15	
08265	INTEGRITY TESTING, INC	04/19/2024	Regular	0.00	1,095.00	
03605	JOHN DEERE GOVT AND NATL	04/19/2024	Regular	0.00		152434
08196	LA HORMIGA TIRE SHOP	04/19/2024	Regular	0.00		152435
00360	MIDDLETON AIR	04/19/2024	Regular	0.00		152436
01274	NewLane Finance Company	04/19/2024	Regular	0.00		152437
09850	RAUL GARCIA	04/19/2024	Regular	0.00		152438
07855	REGION STAFFING, INC	04/19/2024	Regular	0.00	3,379.20	
07555	**Void**	04/19/2024	Regular	0.00		152440
07555	SMARTCOM TELEPHONE	04/19/2024	Regular	0.00		152441
00530	TEXAS MUNICIPAL LEAGUE	04/19/2024	Regular	0.00	4,361.00	152442

Check Report

Date Range: 04/01/2024 - 04/30/2024

•					•	
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04650	TYLER TECHNOLOGIES	04/19/2024	Regular	0.00	21.90	152443
08299	UNIFIRST HOLDINGS INC	04/19/2024	Regular	0.00	251.74	152444
01188	USA BLUEBOOK	04/19/2024	Regular	0.00	188.29	152445
08455	VEAE COMMUNICATION SERVICES LLC	04/19/2024	Regular	0.00	800.00	152446
00970	BOB SALES INSURANCE	04/24/2024	Regular	0.00	23,222.00	152447
00430	PETTY CASH	04/24/2024	Regular	0.00	4.74	152448
08222	OPENEDGE	04/02/2024	Bank Draft	0.00	1,055.42	DFT0000672
08222	OPENEDGE	04/02/2024	Bank Draft	0.00	3,620.11	DFT0000673
08222	OPENEDGE	04/02/2024	Bank Draft	0.00	855.79	DFT0000674
00001	CITY OF L.F. PAYROLL ACCT	04/12/2024	Bank Draft	0.00	40,520.70	DFT0000676
01332	PNC BANK NATIONAL ASSOCIATION	04/23/2024	Bank Draft	0.00	1,727.90	DFT0000687

Bank Code FVB2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	59	0.00	67,266.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	13	5	0.00	47,779.92
EFT's	0	0	0.00	0.00
_	98	65	0.00	115,046.07

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City of Los Fresnos, TX

Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 05 - UTILITY FU	IND						
Department: 444 -	MISCELLANEOUS						
Revenue							
<u>05-444-1020</u>	MISCELLANEOUS INCOME	0.00	0.00	187.40	187.40	187.40	0.00 %
05-444-5010	WATER SALES REVENUES	1,320,000.00	1,320,000.00	120,864.41	761,301.43	-558,698.57	57.67 %
05-444-5020	WATER TAP FEES	27,550.00	27,550.00	1,800.00	16,475.00	-11,075.00	59.80 %
05-444-5030	WATER UTL. EXP. FEES & CAPITAL	13,775.00	13,775.00	1,050.00	8,750.00	-5,025.00	63.52 %
05-444-5040	PROCESSING FEES	18,500.00	18,500.00	2,775.00	13,875.00	-4,625.00	75.00 %
05-444-5050	15% PENALTIES	62,000.00	62,000.00	5,668.29	36,914.82	-25,085.18	59.54 %
05-444-5080	INTEREST EARNED	78,000.00	78,000.00	0.00	49,943.90	-28,056.10	64.03 %
<u>05-444-5095</u>	NSF CHARGES	500.00	500.00	40.00	120.00	-380.00	24.00 %
<u>05-444-6010</u>	SEWER REVENUES	1,125,000.00	1,125,000.00	98,682.33	674,412.64	-450,587.36	59.95 %
<u>05-444-6012</u>	SEWER REVENUE - INDIAN LAKE	102,000.00	102,000.00	32,133.41	93,587.98	-8,412.02	91.75 %
<u>05-444-6014</u>	SEWER REVENUE - EAST RIO HONDO	270,000.00	270,000.00	0.00	151,579.69	-118,420.31	56.14 %
05-444-6020 05-444-9901	SEWER TAP FEES	13,775.00	13,775.00	1,050.00	8,400.00	-5,375.00	60.98 %
05-444-9901	TRANSFER IN	73,064.00	73,064.00	0.00	0.00	-73,064.00	0.00 %
	Revenue Total:	3,104,164.00	3,104,164.00	264,250.84	1,815,547.86	-1,288,616.14	58.49 %
	Department: 444 - MISCELLANEOUS Total:	3,104,164.00	3,104,164.00	264,250.84	1,815,547.86	-1,288,616.14	58.49 %
Department: 502 -	ADMINISTRATION						
Expense							
05-502-01100	SALARIES - WATER	392,631.87	392,631.87	27,816.56	201,849.73	190,782.14	51.41 %
05-502-01125	CONTRACT LABOR	39,936.00	39,936.00	1,075.20	14,200.00	25,736.00	35.56 %
05-502-01130	CONTRACT LABOR -OT	1,500.00	1,500.00	0.00	60.00	1,440.00	4.00 %
<u>05-502-01500</u>	OVERTIME SALARIES EXPENSE	16,000.00	16,000.00	1,745.11	13,909.83	2,090.17	86.94 %
<u>05-502-02100</u>	FICA EXPENSE	25,335.00	25,335.00	1,866.30	13,629.60	11,705.40	53.80 %
<u>05-502-02105</u>	MEDICARE EXPENSE	5,925.00	5,925.00	436.47	3,187.56	2,737.44	53.80 %
<u>05-502-02106</u>	HEALTH INSURANCE EXPENSE	49,047.00	49,047.00	4,346.08	29,668.28	19,378.72	60.49 %
<u>05-502-02107</u>	STATE UNEMPLOY TAX EXPENSE	788.00	788.00	2.36	68.66	719.34	8.71 %
05-502-02140 05-502-02150	OPEB EXPENSE - WATER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-502-02160	TMRS EXPENSE	27,963.00	27,963.00	2,002.06	14,635.24	13,327.76	52.34 %
05-502-02210	WORKER'S COMP	5,835.00	5,835.00	363.59	2,774.57	3,060.43	47.55 %
05-502-03115	OTHER INSURANCE AUDITOR	337.00	337.00	23.48 0.00	165.23	171.77	49.03 % 76.29 %
05-502-04100	SUPPLIES & POSTAGE	11,375.00 11,375.00	11,375.00 11,375.00	1,002.94	8,678.36 8,931.70	2,696.64 2,443.30	76.29 % 78.52 %
05-502-05100	ELECTRICITY	12,000.00	12,000.00	0.00	6,003.94	5,996.06	50.03 %
05-502-05120	TELEPHONE	4,800.00	4,800.00	167.00	2,681.63	2,118.37	55.87 %
05-502-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-09100	TRAVEL & TRAINING	3,500.00	3,500.00	0.00	948.50	2,551.50	27.10 %
05-502-10100	DUES & MEMBERSHIP	1,000.00	1,000.00	0.00	602.30	397.70	60.23 %
05-502-12100	STRUCTURE INSURANCE	21,000.00	21,000.00	20,511.00	20,511.00	489.00	97.67 %
05-502-12110	LIABILITY INSURANCE	7,000.00	7,000.00	2,180.50	10,652.11	-3,652.11	152.17 %
05-502-30115	CREDIT CARD EXPENSE	19,000.00	19,000.00	0.00	14,382.02	4,617.98	75.69 %
05-502-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-99100	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-502-99115	BAD DEBT EXPENSE	4,000.00	4,000.00	0.00	-1.77	4,001.77	-0.04 %
	Expense Total:	665,347.87	665,347.87	63,538.65	367,538.49	297,809.38	55.24 %
	Department: 502 - ADMINISTRATION Total:	665,347.87	665,347.87	63,538.65	367,538.49	297,809.38	55.24 %
Denartment: 505	INFORMATION TECHNOLOGY					•	
Expense	C.MAHOR IECHNOLOGI						
<u>05-505-01100</u>	INFORMATION TECHNOLOGY SALA	19,500.00	19,500.00	1,500.00	10,875.00	8,625.00	55.77 %
05-505-02100	FICA EXPENSE	1,209.00	1,209.00	92.78	672.93	536.07	55.66 %
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For Fiscal: 2023-2024 Period Ending: 04/30/2024

					i. 2023-2024 Pt		, 50, 202 .
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-505-02105	MEDICARE EXPENSE	283.00	283.00	21.70	157.40	125.60	55.62 %
05-505-02106	HEALTH INSURANCE EXPENSE	1,486.00	1,486.00	149.86	1,023.03	462.97	68.84 %
05-505-02107	TWC EXPENSE	23.00	23.00	0.00	2.25	20.75	9.78 %
05-505-02150	TMRS EXPENSE	1,367.00	1,367.00	105.16	762.41	604.59	55.77 %
05-505-02160	WORKER'S COMP INS.(TML)	46.00	46.00	3.24	24.47	21.53	53.20 %
05-505-02210	OTHER INSURANCE EXPENSE	10.00	10.00	0.86	6.02	3.98	60.20 %
05-505-02220	CONTRACT- IT SERVICES	6,250.00	6,250.00	400.00	2,800.00	3,450.00	44.80 %
05-505-13500	CAPITAL OUTLAY	0.00	0.00	239.92	2,255.14	-2,255.14	0.00 %
05-505-14000	HARDWARE	1,000.00	1,000.00	0.00	1,516.77	-516.77	151.68 %
05-505-14010	SOFTWARE	500.00	500.00	0.00	76.87	423.13	15.37 %
05-505-14030	NETWORK	1,063.00	1,063.00	0.00	0.00	1,063.00	0.00 %
	Expense Total:	32,737.00	32,737.00	2,513.52	20,172.29	12,564.71	61.62 %
Departr	nent: 505 - INFORMATION TECHNOLOGY Total:	32,737.00	32,737.00	2,513.52	20,172.29	12,564.71	61.62 %
Department: 520 - 0	APTIAL OUTLAY						
Expense							
<u>05-520-13500</u>	WATER METERS	35,000.00	35,000.00	0.00	54,936.38	-19,936.38	156.96 % 156.96 %
	Expense Total:	35,000.00	35,000.00	0.00	54,936.38	-19,936.38 -19,936.38	156.96 %
	Department: 520 - CAPTIAL OUTLAY Total:	35,000.00	35,000.00	0.00	54,936.38	-19,930.38	150.90 %
Department: 526 - V Expense	VATER SUPPLIES						
<u>05-526-04100</u>	CHEMICALS	115,000.00	115,000.00	0.00	21,482.51	93,517.49	18.68 %
05-526-04110	SUPPLIES, TOOLS & EQUIPMENT	12,000.00	12,000.00	0.00	4,827.93	7,172.07	40.23 %
05-526-04120	UNIFORMS & CLOTHING	5,000.00	5,000.00	125.86	2,586.63	2,413.37	51.73 %
05-526-04130	WATER CONNECTIONS	15,000.00	15,000.00	0.00	26,761.25	-11,761.25	178.41 %
05-526-04150	WATER TESTING	8,500.00	8,500.00	846.18	3,241.48	5,258.52	38.14 %
05-526-07100	FUEL FOR VEHICLES	9,000.00	9,000.00	852.88	5,666.79	3,333.21	62.96 %
	Expense Total:	164,500.00	164,500.00	1,824.92	64,566.59	99,933.41	39.25 %
	Department: 526 - WATER SUPPLIES Total:	164,500.00	164,500.00	1,824.92	64,566.59	99,933.41	39.25 %
Department: 527 - N	MAINTENANCE OF WATER S						
Expense							
<u>05-527-11100</u>	WATER PLANT MAINTENANCE	4,500.00	4,500.00	0.00	246.47	4,253.53	5.48 %
<u>05-527-11150</u>	WAREHOUSE MAINTENANCE	4,500.00	4,500.00	459.98	4,349.79	150.21	96.66 %
	Expense Total:	9,000.00	9,000.00	459.98	4,596.26	4,403.74	51.07 %
Depart	ment: 527 - MAINTENANCE OF WATER S Total:	9,000.00	9,000.00	459.98	4,596.26	4,403.74	51.07 %
Department: 528 - N Expense	MAINTENANCE OF WATER E						
05-528-08100	DED A IDS TO A SUBJECT SO	C 000 00					
	REPAIRS TO VEHICLES	6,000.00	6,000.00	7.75	12,483.03	-6,483.03	208.05 %
05-528-11200	REPAIRS TO VEHICLES WATER PLANT EQUIPMENT	10,000.00	6,000.00 10,000.00	7.75 0.00	12,483.03 11,599.54	-6,483.03 -1,599.54	208.05 % 116.00 %
05-528-11200 05-528-11210		•	•		•	-,	
	WATER PLANT EQUIPMENT	10,000.00	10,000.00	0.00	11,599.54	-1,599.54	116.00 %
05-528-11210	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE	10,000.00 12,500.00	10,000.00 12,500.00	0.00 1,100.00	11,599.54 4,464.57	-1,599.54 8,035.43	116.00 % 35.72 %
05-528-11210 05-528-11230	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS	10,000.00 12,500.00 20,000.00	10,000.00 12,500.00 20,000.00	0.00 1,100.00 0.00	11,599.54 4,464.57 50.00	-1,599.54 8,035.43 19,950.00	116.00 % 35.72 % 0.25 %
05-528-11210 05-528-11230 Department: 529 - V	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: ment: 528 - MAINTENANCE OF WATER E Total:	10,000.00 12,500.00 20,000.00 48,500.00	10,000.00 12,500.00 20,000.00 48,500.00	0.00 1,100.00 0.00 1,107.75	11,599.54 4,464.57 50.00 28,597.14	-1,599.54 8,035.43 19,950.00 19,902.86	116.00 % 35.72 % 0.25 % 58.96 %
05-528-11210 05-528-11230 Department: 529 - V Expense	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: ment: 528 - MAINTENANCE OF WATER E Total: VATER PURCHASES	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00	0.00 1,100.00 0.00 1,107.75 1,107.75	11,599.54 4,464.57 50.00 28,597.14 28,597.14	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86	116.00 % 35.72 % 0.25 % 58.96 %
05-528-11210 05-528-11230 Depart Department: 529 - V Expense 05-529-04100	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: THE MAINTENANCE OF WATER E TOTAL WATER PURCHASES C.C.I.D. #6 WATER	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00	0.00 1,100.00 0.00 1,107.75 1,107.75	11,599.54 4,464.57 50.00 28,597.14 28,597.14	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86	116.00 % 35.72 % 0.25 % 58.96 % 58.96 %
05-528-11210 05-528-11230 Department: 529 - V Expense	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: water purchases C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32	116.00 % 35.72 % 0.25 % 58.96 % 58.96 %
05-528-11210 05-528-11230 Depart Department: 529 - V Expense 05-529-04100	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total:	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 %
05-528-11210 05-528-11230 Depart Department: 529 - V Expense 05-529-04100 05-529-04110	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total: Department: 529 - WATER PURCHASES Total:	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32	116.00 % 35.72 % 0.25 % 58.96 % 58.96 %
05-528-11210 05-528-11230 Depart Department: 529 - V Expense 05-529-04100 05-529-04110	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total:	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 %
05-528-11210 05-528-11230 Department: 529 - V Expense 05-529-04100 05-529-04110	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total: Department: 529 - WATER PURCHASES Total:	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 %
05-528-11210 05-528-11230 Department: 529 - V Expense 05-529-04100 05-529-04110 Department: 530 - V Expense	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total: Department: 529 - WATER PURCHASES Total: WATER MISCELLANEOUS EX	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 %
05-528-11210 05-528-11230 Department: 529 - Volume Expense 05-529-04100 05-529-04110 Department: 530 - Volume Expense 05-530-14100	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total: Department: 529 - WATER PURCHASES Total: VATER MISCELLANEOUS EX	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00 37,000.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00 37,000.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 % 0.25 %
05-528-11210 05-528-11230 Department: 529 - Volume 1	WATER PLANT EQUIPMENT WATER LINE MAINTENANCE FIRE HYDRANT REPAIRS Expense Total: WATER PURCHASES C.C.I.D. #6 WATER TOWN INDIAN LAKE-WATER PURC Expense Total: Department: 529 - WATER PURCHASES Total: VATER MISCELLANEOUS EX TECHNOLOGY MAINTENANCE AGRE AGENT FEE ON WATER BONDS	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00 37,000.00 1,100.00	10,000.00 12,500.00 20,000.00 48,500.00 48,500.00 28,000.00 16,441.00 44,441.00 37,000.00 1,100.00	0.00 1,100.00 0.00 1,107.75 1,107.75 1,199.36 0.00 1,199.36 1,199.36	11,599.54 4,464.57 50.00 28,597.14 28,597.14 4,409.79 5,207.68 9,617.47 9,617.47	-1,599.54 8,035.43 19,950.00 19,902.86 19,902.86 23,590.21 11,233.32 34,823.53 34,823.53	116.00 % 35.72 % 0.25 % 58.96 % 58.96 % 15.75 % 31.67 % 21.64 % 0.25 % 0.00 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

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		Outsinal	Comment	Did	Final	Variance	Danasat
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
		Total Dauget	Total Bauget	Activity	Activity	(omavorable)	
05-530-30500	WATER TANK INSP. & CLEANING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-530-30520	SOUTHMOST REGIONAL M&O	135,538.00	135,538.00	0.00	128,104.00	7,434.00	94.52 %
05-530-30525	SRWA- EXCESS WATER CONSUMPT	125,000.00	125,000.00	0.00	267,301.26	-142,301.26	213.84 %
05-530-30535	SUNTRUST METER - INTEREST	1,912.00	1,912.00	0.00	0.00	1,912.00	0.00 %
05-530-99999	DEPRECIATION EXPENSE	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
	Expense Total:	541,550.00	541,550.00	0.00	400,704.91	140,845.09	73.99 %
	Department: 530 - WATER MISCELLANEOUS EX Total:	541,550.00	541,550.00	0.00	400,704.91	140,845.09	73.99 %
Department:	532 - WATER BONDED INDEBTEDN						
Expense							
05-532-80125	SRWA - DEBT SERVICE	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
	Expense Total:	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
	Department: 532 - WATER BONDED INDEBTEDN Total:	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
Department:	534 - SEWER ADMINISTRATION						
Expense							
05-534-01100	SALARIES - SEWER	392,631.87	392,631.87	27,816.56	201,849.73	190,782.14	51.41 %
05-534-01125	CONTRACT LABOR	39,936.00	39,936.00	1,075.20	14,200.00	25,736.00	35.56 %
05-534-01130	CONTRACT LABOR - OT	1,500.00	1,500.00	0.00	60.00	1,440.00	4.00 %
05-534-01500	OVERTIME SALARIES EXPENSE	16,000.00	16,000.00	1,745.11	13,909.83	2,090.17	86.94 %
05-534-02100	FICA EXPENSE	25,335.00	25,335.00	1,866.30	13,629.60	11,705.40	53.80 %
05-534-02105	MEDICARE EXPENSE	5,925.00	5,925.00	436.47	3,187.56	2,737.44	53.80 %
05-534-02106	HEALTH INSURANCE EXPENSE	49,047.00	49,047.00	4,346.08	29,668.28	19,378.72	60.49 %
05-534-02107	STATE UNEMPLOY TAX EXPENSE	788.00	788.00	2.36	68.66	719.34	8.71 %
05-534-02140	OPEB EXPENSE - SEWER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-534-02150	TMRS EXPENSE	27,963.00	27,963.00	2,002.06	14,635.24	13,327.76	52.34 %
05-534-02160	WORKER'S COMP	5,835.00	5,835.00	363.59	2,774.57	3,060.43	47.55 %
05-534-02210	OTHER INSURANCE	337.00	337.00	23.48	165.23	171.77	49.03 %
05-534-03115	AUDITOR	11,375.00	11,375.00	0.00	8,678.36	2,696.64	76.29 %
05-534-03140	COLLECTION FEES - ERHWS	20,000.00	20,000.00	1,385.29	9,929.84	10,070.16	49.65 %
05-534-04100	SUPPLIES & POSTAGE	11,000.00	11,000.00	2.37	7,931.19	3,068.81	72.10 %
05-534-05100	ELECTRICITY	88,000.00	88,000.00	0.00	40,971.24	47,028.76	46.56 %
05-534-05120	TELEPHONE	4,800.00	4,800.00	167.00	2,681.64	2,118.36	55.87 %
05-534-05130	LIFT STATIONS - WATER ERHWS	4,000.00	4,000.00	313.04	2,664.21	1,335.79	66.61 %
05-534-05135	UTILITES - WASTEWATER	5,500.00	5,500.00	0.00	2,737.92	2,762.08	49.78 %
05-534-09100	TRAVEL & TRAINING	2,500.00	2,500.00	0.00	737.50	1,762.50	29.50 %
05-534-10100	DUES & MEMBERSHIP	200.00	200.00	0.00	32.33	167.67	16.17 %
05-534-12100	STRUCTURE INSURANCE	2,750.00	2,750.00	2,711.00	2,711.00	39.00	98.58 %
05-534-12110	LIABILITY INSURANCE	7,000.00	7,000.00	2,180.50	10,652.11	-3,652.11	152.17 %
05-534-30115	CREDIT CARD EXPENSE	19,000.00	19,000.00	0.00	14,382.12	4,617.88	75.70 %
05-534-30120	ENGINEERING	2,000.00	2,000.00	0.00	2,385.00	-385.00	119.25 %
05-534-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
05-534-99100	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-534-99115	BAD DEBT EXPENSE	3,500.00	3,500.00	0.00	-0.91	3,500.91	-0.03 %
	Expense Total:	751,422.87	751,422.87	46,436.41	400,642.25	350,780.62	53.32 %
	Department: 534 - SEWER ADMINISTRATION Total:	751,422.87	751,422.87	46,436.41	400,642.25	350,780.62	53.32 %
Department:	535 - INFORMATION TECHNOLOG						
Expense							
05-535-01100	ADMINISTRATION SALARY	19,500.00	19,500.00	1,500.00	10,875.00	8,625.00	55.77 %
05-535-02100	FICA EXPENSE	1,209.00	1,209.00	92.78	672.93	536.07	55.66 %
05-535-02105	MEDICARE EXPENSE	283.00	283.00	21.70	157.40	125.60	55.62 %
05-535-02106	HEALTH INSURANCE EXPENSE	1,486.00	1,486.00	149.86	1,023.03	462.97	68.84 %
05-535-02107	TWC EXPENSE	23.00	23.00	0.00	2.25	20.75	9.78 %
05-535-02150	TMRS EXPENSE	1,367.00	1,367.00	105.16	762.41	604.59	55.77 %
05-535-02160	WORKER'S COM. INS. (TML)	46.00	46.00	3.24	24.47	21.53	53.20 %
05-535-02210	LIFE & DENTAL INSURANCE EXPENS	10.00	10.00	0.86	6.02	3.98	60.20 %
05-535-02220	CONTRACT- IT SERVICES	6,250.00	6,250.00	400.00	2,800.00	3,450.00	44.80 %
05-535-13500	CAPITAL OUTLAY	0.00	0.00	239.92	2,255.16	-2,255.16	0.00 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05 535 14000		_	_	•	•		
05-535-14000 05-535-14010	HARDWARE	1,000.00	1,000.00	0.00	1,260.83	-260.83	126.08 %
05-535-14010	SOFTWARE	500.00	500.00	0.00	76.87	423.13	15.37 %
05-555-14050	NETWORK Expense Total:	1,064.00 32,738.00	1,064.00 32,738.00	0.00 2,513.52	0.00 19,916.37	1,064.00 12,821.63	0.00 % 60.84 %
	_	-	-	-		-	
Denartment	Department: 535 - INFORMATION TECHNOLOG Total: :: 536 - SEWER SUPPLIES	32,738.00	32,738.00	2,513.52	19,916.37	12,821.63	60.84 %
Expense	330 - 3EWER SOFFLIES						
05-536-04100	CHEMICALS	30,000.00	30,000.00	0.00	17,198.11	12,801.89	57.33 %
05-536-04110	SUPPLIES, TOOLS & EQUIPMENT	8,000.00	8,000.00	0.00	2,322.42	5,677.58	29.03 %
05-536-04120	UNIFORMS & CLOTHING	5,000.00	5,000.00	125.88	2,586.84	2,413.16	51.74 %
05-536-04130	SEWER CONNECTIONS	1,500.00	1,500.00	0.00	87.69	1,412.31	5.85 %
05-536-04150	SEWER TESTING	23,000.00	23,000.00	0.00	13,280.00	9,720.00	57.74 %
05-536-06100	ADVERTISING	750.00	750.00	0.00	0.00	750.00	0.00 %
05-536-07100	FUEL FOR VEHICLES	9,000.00	9,000.00	852.89	5,666.85	3,333.15	62.97 %
05-536-07110	DIESEL	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
	Expense Total:	84,750.00	84,750.00	978.77	41,141.91	43,608.09	48.55 %
	Department: 536 - SEWER SUPPLIES Total:	84,750.00	84,750.00	978.77	41,141.91	43,608.09	48.55 %
Department	:: 537 - MAINTENANCE OF SEWER S						
Expense 05-537-11100							
05-537-11100	SEWER PLANT MAINTENANCE	4,500.00	4,500.00	0.00	1,467.20	3,032.80	32.60 %
03-337-11130	LIFT STATION MAINTENANCE Expense Total:	6,000.00 10,500.00	6,000.00 10,500.00	0.00	1,463.20 2,930.40	4,536.80 7,569.60	24.39 % 27.91 %
	Department: 537 - MAINTENANCE OF SEWER S Total:	10,500.00	10,500.00	0.00	2,930.40	7,569.60	27.91 %
	•	10,500.00	10,500.00	0.00	2,550.40	7,505.00	27.51 /0
•	:: 538 - MAINTENANCE OF SEWER E						
Expense 05-538-08100	REPAIRS TO VEHICLES	6,000.00	6,000.00	7.75	12,462.02	-6,462.02	207.70 %
05-538-08110	REPAIRS TO BACKHOE	5,000.00	5,000.00	306.26	1,879.14	3,120.86	37.58 %
05-538-11200	SEWER PLANT EQUIPMENT	40,000.00	40,000.00	517.00	17,372.12	22,627.88	43.43 %
05-538-11210	SEWER LINE MAINTENANCE	10,000.00	10,000.00	325.00	14,327.15	-4,327.15	143.27 %
05-538-11220	SEWER CLEANING MACHINE REPAI	2,000.00	2,000.00	0.00	948.25	1,051.75	47.41 %
05-538-11230	LIFT STATION EQUIP.	40,000.00	40,000.00	0.00	8,900.97	31,099.03	22.25 %
	Expense Total:	103,000.00	103,000.00	1,156.01	55,889.65	47,110.35	54.26 %
	Department: 538 - MAINTENANCE OF SEWER E Total:	103,000.00	103,000.00	1,156.01	55,889.65	47,110.35	54.26 %
Department	:: 539 - SEWER MISC. EXPENSES						
Expense							
05-539-14100	TECHNOLOGY MAINTENANCE AGRE	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
05-539-30110 05-539-30170	TEXAS WATER COMMISSION	10,000.00	10,000.00	0.00	8,549.22	1,450.78	85.49 %
05-539-30170	SLUDGE REMOVAL	10,000.00	10,000.00	0.00	6,363.00	3,637.00	63.63 %
<u>03 333 33333</u>	DEP. EXPENSE SEWER Expense Total:	540,000.00 569,000.00	540,000.00 569,000.00	0.00 0.00	0.00 14,912.22	540,000.00 554,087.78	0.00 % 2.62 %
	Department: 539 - SEWER MISC. EXPENSES Total:	569,000.00	569,000.00	0.00	14,912.22	554,087.78	2.62 %
Department	:: 541 - SEWER BONDED INDEBTEDN	303,000.00	303,000.00	0.00	14,312.22	334,007.70	2.02 /0
Expense							
05-541-80115	PRINCIPAL PAYMENT - 2009 EDAP	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00 %
05-541-80400	INTEREST EXPENSE-2009 (391,000	7,757.00	7,757.00	0.00	4,172.50	3,584.50	53.79 %
	Expense Total:	30,757.00	30,757.00	0.00	4,172.50	26,584.50	13.57 %
	Department: 541 - SEWER BONDED INDEBTEDN Total:	30,757.00	30,757.00	0.00	4,172.50	26,584.50	13.57 %
Department Expense	:: 552 - TRANSFER OUT						
05-552-30130	TRANSFER OUT - USDA	113,319.00	113,319.00	0.00	79,637.50	33,681.50	70.28 %
05-552-30132	TRANSFER OUT TWDB (4,975,000)	190,000.00	190,000.00	0.00	190,000.00	0.00	100.00 %
05-552-30136	TRANSFER OUT - TWDB CWSRF 7368	96,993.00	96,993.00	824.50	97,127.25	-134.25	100.14 %
05-552-30138	TRANSFER OUT - TWDB DWSRF 6262	133,302.00	133,302.00	825.00	132,992.50	309.50	99.77 %
05-552-30316	TRANSFER OUT	3,800.00	3,800.00	400.00	6,236.00	-2,436.00	164.11 %

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For Fiscal: 2023-2024 Period Ending: 04/30/2024

							-
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-552-30319	TRANSFER OUT - DWSRF 2020	114,828.00	114,828.00	0.00	101,489.00	13,339.00	88.38 %
<u>05-552-30320</u>	TRANSFER OUT CWSRF 2020	46,787.00	46,787.00	42,468.50	42,468.50	4,318.50	90.77 %
	Expense Total:	699,029.00	699,029.00	44,518.00	649,950.75	49,078.25	92.98 %
	Department: 552 - TRANSFER OUT Total:	699,029.00	699,029.00	44,518.00	649,950.75	49,078.25	92.98 %
	Fund: 05 - UTILITY FUND Surplus (Deficit):	-770,004.74	-770,004.74	98,003.95	-324,737.72	445,267.02	42.17 %
	Report Surplus (Deficit):	-770,004.74	-770,004.74	98,003.95	-324,737.72	445,267.02	42.17 %

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Check Report



City of Los Fresnos, TX

By Check Number

Date Range: 04/01/2024 - 04/30/2024

Vendor Number Bank Code: FVB9-CDC	Vendor Name CHECKING	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
09030	4IMPRINT, INC	04/05/2024	Regular	0.00	1,026.40	3509
01565	AMAZON.COM	04/05/2024	Regular	0.00	47.96	3510
06945	DESIDERIO MARTINEZ	04/05/2024	Regular	0.00	1,520.00	3511
08053	GRANICUS,LLC	04/05/2024	Regular	0.00	88.76	3512
01288	Jenibelle Leal	04/05/2024	Regular	0.00	98.91	3513
00305	LOS FRESNOS CHAMBER OF COMMERCE	04/05/2024	Regular	0.00	1,250.00	3514
01645	STAPLES	04/05/2024	Regular	0.00	226.40	3515
08257	TOTAL IMAGING SOLUTIONS, INC	04/05/2024	Regular	0.00	15.71	3516
08655	COASTAL EVENT RENTALS	04/19/2024	Regular	0.00	2,610.00	3517
01048	DARMEN HOLDNGS LLC	04/19/2024	Regular	0.00	6,450.00	3518
06945	DESIDERIO MARTINEZ	04/19/2024	Regular	0.00	1,520.00	3519
08239	LOS FRESNOS NEWS	04/19/2024	Regular	0.00	844.00	3520
01274	NewLane Finance Company	04/19/2024	Regular	0.00	39.75	3521
00001	CITY OF L.F. PAYROLL ACCT	04/12/2024	Bank Draft	0.00	615.41	DFT0000678
01332	PNC BANK NATIONAL ASSOCIATION	04/23/2024	Bank Draft	0.00	1,070.04	DFT0000686

Bank Code FVB9 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	13	0.00	15,737.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	2	0.00	1,685.45
EFT's	0	0	0.00	0.00
_	26	15	0.00	17.423.34

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City of Los Fresnos, TX

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 09 - COMMUI	NITY DEVELOPMENT COR						
Department: 452	- CDC DISBURSEMENTS						
Revenue							
<u>09-452-1000</u>	INTEREST EARNED	10,000.00	10,000.00	0.00	8,024.83	-1,975.17	80.25 %
09-452-1132	SALES TAX	580,000.00	580,000.00	45,929.58	359,799.75	-220,200.25	62.03 %
	Revenue Total:	590,000.00	590,000.00	45,929.58	367,824.58	-222,175.42	62.34 %
	Department: 452 - CDC DISBURSEMENTS Total:	590,000.00	590,000.00	45,929.58	367,824.58	-222,175.42	62.34 %
Department: 575	- COMMUNITY DEVELOPMENT						
Expense							
09-575-01100	SALARIES	18,720.00	18,720.00	882.00	9,430.80	9,289.20	50.38 %
09-575-02100	FICA EXPENSE	1,161.00	1,161.00	54.68	584.71	576.29	50.36 %
09-575-02105	MEDICARE EXPENSE	271.00	271.00	12.79	136.76	134.24	50.46 %
09-575-02107	TWC EXPENSE	90.00	90.00	0.88	8.95	81.05	9.94 %
09-575-02160	WORKER'S COMP	44.00	44.00	1.91	21.30	22.70	48.41 %
09-575-03110	ATTORNEY	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>09-575-03115</u>	AUDITOR	7,500.00	7,500.00	0.00	5,722.22	1,777.78	76.30 %
09-575-03120	PROFESSIONAL SERVICES	39,520.00	39,520.00	3,040.00	22,800.00	16,720.00	57.69 %
09-575-03121	BUSINESS RECRUIT AND DEVELOPME	15,000.00	15,000.00	1,250.00	8,750.00	6,250.00	58.33 %
09-575-04100	OFFICE SUPPLIES & PRINTING	5,500.00	5,500.00	0.00	825.37	4,674.63	15.01 %
09-575-06100	CITY PROMOTION	48,000.00	48,000.00	0.00	23,919.58	24,080.42	49.83 %
09-575-06120	ADVERTISING	10,000.00	10,000.00	784.00	8,489.10	1,510.90	84.89 %
<u>09-575-09100</u>	TRAVEL/SEMINARS	3,000.00	3,000.00	0.00	1,868.75	1,131.25	62.29 %
<u>09-575-10100</u>	DUES & MEMBERSHIPS	3,500.00	3,500.00	128.51	1,014.73	2,485.27	28.99 %
09-575-11150	SPECIAL PROJECTS	288,356.00	288,356.00	0.00	274,597.45	13,758.55	95.23 %
<u>09-575-12100</u>	INSURANCE	250.00	250.00	0.00	276.36	-26.36	110.54 %
<u>09-575-13500</u>	CAPITAL OUTLAY	0.00	0.00	0.00	49,022.81	-49,022.81	0.00 %
<u>09-575-30100</u>	BUSINESS INCENTIVE PROGRAM	40,000.00	40,000.00	0.00	14,594.99	25,405.01	36.49 %
09-575-30129	GENERAL FUND ADMIN	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
09-575-30131	TRANSFER DEBT SERVICE I&S	93,288.00	93,288.00	0.00	0.00	93,288.00	0.00 %
09-575-99100	MISCELLANEOUS	300.00	300.00	0.00	0.00	300.00	0.00 %
	Expense Total:	590,000.00	590,000.00	6,154.77	422,063.88	167,936.12	71.54 %
Depa	rtment: 575 - COMMUNITY DEVELOPMENT Total:	590,000.00	590,000.00	6,154.77	422,063.88	167,936.12	71.54 %
Fund: 09 - CC	DMMUNITY DEVELOPMENT COR Surplus (Deficit):	0.00	0.00	39,774.81	-54,239.30	-54,239.30	0.00 %
	Report Surplus (Deficit):	0.00	0.00	39,774.81	-54,239.30	-54,239.30	0.00 %

5/1/2024 9:24:11 AM Page 1 of 3

Sales Tax Report FY 23-24

		2c			1-	l-1/2c (General Fund Portion	Portion)			1/2c (CDC Portion	(uo	
			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)
Paid	FY22-23	FY21-22	(\$)	(%)	FY22-23	FY21-22	(\$)	(%)	FY22-23	FY21-22	(\$)	(%)
October	185,244.88	178,985.72	6,259.16	3.50%	138,933.66	134,239.29	4,694.37	3.50%	46,311.22	44,746.43	1,564.79	3.50%
November	184,490.56	182,158.81	2,331.75	1.28%	138,367.92	136,619.11	1,748.81	1.28%	46,122.64	45,539.70	582.94	1.28%
December	168,404.27	159,019.26	9,385.01	2.90%	126,303.20	119,264.45	7,038.76	2.90%	42,101.07	39,754.82	2,346.25	2.90%
January	167,540.80	173,325.51	(5,784.71)	-3.34%	125,655.60	129,994.13	(4,338.53)	-3.34%	41,885.20	43,331.38	(1,446.18)	-3.34%
February	229,682.55	238,866.97	(9,184.42)	-3.84%	172,261.91	179,150.23	(6,888.32)	-3.84%	57,420.64	59,716.74	(2,296.11)	-3.84%
March	159,308.68	156,978.19	2,330.49	1.48%	119,481.51	117,733.64	1,747.87	1.48%	39,827.17	39,244.55	582.62	1.48%
April	202,435.05	151,647.45	50,787.60	33.49%	151,826.29	113,735.59	38,090.70	33.49%	50,608.76	37,911.86	12,696.90	33.49%
May	249,102.32	211,087.42	38,014.90	18.01%	186,826.74	158,315.57	28,511.18	18.01%	62,275.58	52,771.86	9,503.73	18.01%
June	158,463.23	164,724.81	(6,261.58)	-3.80%	118,847.42	123,543.61	(4,696.18)	-3.80%	39,615.81	41,181.20	(1,565.40)	-3.80%
ylul	187,822.61	172,761.39	15,061.22	8.72%	140,866.96	129,571.04	11,295.92	8.72%	46,955.65	43,190.35	3,765.30	8.72%
August	298,745.71	197,185.81	101,559.90	51.50%	224,059.28	147,889.36	76,169.93	51.50%	74,686.43	49,296.45	25,389.98	51.50%
September	201,318.09	175,429.24	25,888.85	14.76%	150,988.57	131,571.93	19,416.64	14.76%	50,329.52	43,857.31	6,472.21	14.76%
TOTAL SALES ACTIVITIES	\$ 2,392,558.75	\$ 2,162,170.58 \$	230,388.17	10.66%	1,794,419.06 \$	1,621,627.94 \$	172,791.13	10.66%	\$ 598,139.69	5 540,542.65 \$	57,597.04	10.66%

		2c			1-1	1-1/2c (General Fund Port	Portion)			1/2c (CDC Portion	ou)	
			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)			Inc(Dec)	nc(Dec)
Paid	FY23-24			(%)	FY23-24	FY22-23	(\$)	(%)	FY23-24	FY22-23	(\$)	(%)
October			58,699.07	31.69%	182,957.96	138,933.66	44,024.30	31.69%	60'382'39	46,311.22	14,674.77	31.69%
November			38,103.20	20.65%	166,945.32	138,367.92	28,577.40	20.65%	55,648.44	46,122.64	9,525.80	20.65%
December			12,630.79	7.50%	135,776.30	126,303.20	9,473.09	7.50%	45,258.77	42,101.07	3,157.70	7.50%
January	183,910.88	167,540.80	16,370.08	9.77%	137,933.16	125,655.60	12,277.56	9.77%	45,977.72	41,885.20	4,092.52	9.77%
February			17,064.54	7.43%	185,060.32	172,261.91	12,798.41	7.43%	61,686.77	57,420.64	4,266.14	7.43%
March	177,249.93		17,941.25	11.26%	132,937.45	119,481.51	13,455.94	11.26%	44,312.48	39,827.17	4,485.31	11.26%
April			(18,716.75)	-9.25%	137,788.73	151,826.29	(14,037.56)	-9.25%	45,929.58	50,608.76	(4,679.19)	-9.25%
TOTAL SALES ACTIVITIES	\$ 1,439,198.97	\$ 1,297,106.79	\$ 142,092.18	10.95%	\$ 1,079,399.23 \$	972,830.09 \$	106,569.14	10.95%	\$ 359,799.74 \$	324,276.70 \$	35,523.05	10.95%
	_											

**** Sales Tax Amount may be adjusted a the end of the year based on actuals sales activity amounts.

1.H.2

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5397)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report

Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

> Sponsors: DOC ID: 5397

Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling 5. Waste

Water Treatment Plant Discharge Monitoring Report

Call with questions.

I recommend approval.

Updated: 5/7/2024 2:50 PM by Bianca Huerta



April 2024

Water Treatment Plant activity:

Total Output: 19,694,400

Daily Average: 656,480

% of Capacity: 65.6%

Waste Water Treatment Plant activity:

Total Output: 16,181,000

Daily Average: 539,367

% of Capacity: 53.9%



Public Works Monthly Report for April 2024

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	166	481
Rereads/Meter Info	71	479
Water Taps	23	67
Sewer Taps	0	4
Change Meter	23	152
Service Check for Water Leak at Account	9	33
Repaired Leak	4	12
Call for Sewer Stoppage	4	32
City Sewer Lines Unstopped	4	23
Code Enforcement/Other	10	61
Garbage Collection	19	89
Pothole Repairs	60	175
Street Sign Replacement/Repaired	4	11
Asphalt Used (ton)	2.5	6.55
Gravel Used (ton)	0	2
Fire Hydrants Flushed and Oiled	9	36
Fire Hydrants Repaired	0	0
Valves Repaired	0	0
Manholes Cleaned/Repaired	2	4

Carlos Salazar, Director of Public Works

PAGE: 1

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PROJECTS: 0 -ZZZZZZZZZZ

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

ISSUED DATES: 4/01/2024 THRU 4/30/2024

EXPIRE DATES: 0/00/0000 THRU 99/99/9999 STATUS: ALL PROJECT ISSUE DATE NAME LOCATION CONTRACTOR DESCRIPTION PROJ TYPE

133105	4/23/2024	LARRAGA, LILVIA A	113 N CUATES CAMINO	OWNER	RESIDENTIAL REMODEL/WINDOWS	ALT
133303	4/01/2024	BOYS & GIRLS CLUB OF LOS FR	104 W 3RD STREET	GARCIA ELE	ELECTRICAL PERMIT	ALT
133304	4/01/2024	ENCINO HOMES NO.1 L.P.	126 POPPY STREET	OAK	RESIDENTIAL BUILDING	NEW
133305	4/01/2024	ESTRADA, MARCOS	611 W 7TH STREET	ESTRADA	RESIDENTIAL BUILDING	NEW
133306	4/01/2024	ESTRADA, MARCOS	103 CANAL STREET	ESTRADA	RESIDENTIAL BUILDING	NEW
133307	4/01/2024	ESTRADA, MARCOS	105 CANAL STREET	ESTRADA	RESIDENTIAL BUILDING	NEW
133308	4/02/2024	ESTRADA, MARCOS	107 CANAL STREET	ESTRADA	RESIDENTIAL BUILDING	NEW
133309	4/02/2024	LITTLE FALCONS ACADEMY #2	31240 STATE HWY 100	PINPOINT C	COMMERCIAL BUILDING	NEW
133310	4/02/2024	DOLLAR TREE STORE #6750	812 W OCEAN BLVD	AES LENNOX	MECHANCIAL PERMIT	ALT
133311	4/04/2024	CHURCH OF CHRIST	111 W 5TH STREET	TEXAS R	REROOF PERMIT	ALT
133312	4/04/2024	NOBLE, CALVIN L	529 EAGLE DRIVE	AAP	RESIDENTIAL BUILDING	NEW
133313	4/08/2024	BOYS & GIRLS CLUB OF LOS FR	104 W 3RD STREET	MIDDLETON	MECHANCIAL PERMIT	ALT
133314	4/08/2024	PIZZA HUT	1010 W OCEAN BLVD 101	A-1 SKY	SIGN PERMIT	S
133315	4/09/2024	MIGUEL CORTEZ PHOTOGRAPHY	33478 FM 803 B7	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
133316	4/09/2024	MONTALVO, RAUL SR	209 HENDERSON ROAD	MANUEL LAM	RESIDENTIAL REMODEL/ADDITIO	ALT
133317	4/09/2024	BOYS & GIRLS CLUB OF LOS FR	104 W 3RD STREET	JMR	PLUMBING PERMIT	ALT
133318	4/09/2024	LOBO DEVELOPMENT	120 FINCH DRIVE	EM WOLFE D	RESIDENTIAL BUILDING	NEW
133319	4/10/2024	INTO THE BLUE RESTAURANT LL	32412 STATE HWY 100 STE E	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
133320	4/12/2024	ELEESAI REAL ESTATE LLC	108 FINCH DRIVE	GONZALEZ	RESIDENTIAL BUILDING	NEW
133321	4/12/2024	DELGADO, ROBERTO J	733 W OCEAN BLVD	LF FRAME	RESIDENTIAL BUILDING	NEW
133322	4/12/2024	ESCALANTE, ABEL	825 DAFFODIL DRIVE	BERRONES	REROOF PERMIT	ALT
133323	4/17/2024	CAMARILLO, ALBERTO	112 E 6TH STREET	LF FRAME	MOVING PERMIT	MOVING
133324	4/19/2024	FRED LOYA INSURANCE	1010 W OCEAN BLD 102	URBAN CONS	INTERIOR FINISHOUT COMMERCI	ALT
133325	4/22/2024	HINOJOSA, DERRICK	706 CARNATION DRIVE	ARELLANO'S	REROOF PERMIT	ALT

05/07/2024 1:59 PM

PROJECT ISSUE DATE NAME

PROJECT VALUATION AND FEE REPORT PAGE: PROJECTS: 0 -ZZZZZZZZZZ

CONTRACTOR DESCRIPTION

LOCATION

APPLIED DATES: 0/00/0000 THRU 99/99/9999 ISSUED DATES: 4/01/2024 THRU 4/30/2024

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

STATUS: ALL

133326	4/22/2024	COMPREHENSIVE HEALTH SERVIC	31201 STATE HWY 100	CAVA ELECT	ELECTRICAL PERMIT	ALT
133327	4/22/2024	URESTI, ADRIAN	131 VILLAGE EAST DRIVE	PREMIER PO	SWIMMING POOL	NEW
133328	4/22/2024	UR HOME TEXAS LLC	520 EAGLE DRIVE	OWNER	RESIDENTIAL BUILDING	NEW
133329	4/22/2024	UR HOME TEXAS LLC	522 EAGLE DRIVE	OWNER	RESIDENTIAL BUILDING	NEW
133330	4/26/2024	CASADOS, FRANCISCO J	417 E 9TH STREET	OWNER	FENCE PERMIT	ALT
133331	4/29/2024	REGA CONSTRUCTION LLC	503 W 5TH STREET A&B	OWNER	RESIDENTIAL BUILDING	NEW
133332	4/29/2024	REGA CONSTRUCTION LLC	505 W 5TH STREET A&B	OWNER	RESIDENTIAL BUILDING	NEW
133333	4/30/2024	BLACK COW COFFEE	511 E OCEAN BLVD STE 113	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
133334	4/30/2024	LEGACY INSURANCE & WEALTH S	32819 STATE HWY 100 107	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
133335	4/30/2024	ALEBRIA INVESTMENTS LLC	511 E OCEAN BLVD STE 107	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
*** TOTALS *:	** NUMB	ER OF PROJECTS: 34		VALUATION:	2,542,638.00 FEES:	33,663.13

Packet Pg. 204

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PROJ TYPE

05/07/2024 1:59 PM

PROJECTS: 0 -ZZZZZZZZZZZ

PROJECT VALUATION AND FEE REPORT

PAGE: 3 1.H.2.a

STATUS: ALL

ISSUED DATES: 4/01/2024 THRU 4/30/2024 EXPIRE DATES: 0/00/0000 THRU 99/99/9999

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

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION # OF SEGMENTS VALUATION FEE

B - BUILDING PERMIT		5	48,058.00	301.50
COMM - COMM: NEW OWNER/TENA	ANT	5	0.00	360.00
COMM - INTERIOR FINISH OUT	COMM	1	44,000.00	202.50
E - ELECTRICAL PERMIT	MM	20	2,000.00	4,812.00
F - FENCE PERMIT	MM	1	1,000.00	100.00
M - MECHANICAL PERMIT	MM	18	4,500.00	1,682.16
MOVING - MOVING PERMIT		1	96,000.00	100.00
N - BUILDING PERMIT		14	2,274,400.00	21,304.97
P - PLUMBING PERMIT		19	0.00	4,400.00
POOL - SWIMMING POOL PERMI	Г	1	64,680.00	300.00
SIGN - SIGN PERMIT		1	8,000.00	100.00
*** TOTALS ***		86	2,542,638.00	33,663.13

CITY OF LOS FRESNOS

Recycling Program Total Number of Guest April 2024

Date	33
04/02/24	30
04/09/24	27
04/16/24	35
04/23/24	26
04/30/24	33
Totals	151

Date	Thusdays at Wal-Mart
	Parking
	4 pm - 8 pm
04/04/24	32
04/11/24	29
04/18/24	25
04/25/24	32
Totals	118

Date	Saturdays at City Hall 9 am - 1 pm
04/06/24	25
04/13/24	27
04/20/24	22
04/27/24	31
Totals	105

Total attendance	for the M	onth of A	April	374





















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Signature Sign			Permitte	e Address:	520 E OCE/ LOS FRESN	AN BLVD JOS, TX 78566	Faci	Iffy Location:	909 S NOGAL STREET LOS FRESNOS, TX 785	99	
See-233-5768 See-		al Outfall	Discharg		001-A DOMESTIC	FACILITY - 001					
SEG-233-5768 SEG-											
19-mg/L 19-m		03/01/24 to 03/31/24	DMR Due	Date:	04/20/24		Staf	.41	NetDMR Validated		
19 mg/L 19 m	onsiderations for Form Completion										
19 - mg/L 19 -	NTERIM PHASE EFFECTIVE UPON ISSUAN	CE AND LASTING THROUGH THE COMP	LETION OF E	XPANSION TO	THE 2.0 MGD FACILITY						
19-mg/L 19-m	ecutive Officer										
19 - mg/L 19 -		08	Title:		DIRECTOR	OF PUBLIC WORKS	Tele	phone:	956-233-5768		
= 7.7 (12-50) = 7.7 (12-50) = 4.2 (19-mg/L LY AV <= 4.0.0 DALLY MX 19-mg/L 19-mg		ZAR									
19 - mg/L 19 -	fo Data Indicator (NODI)										
19 - mg/L 19 -											
19 - mg/L 19 -	Section 1		n # Param, MOU		Valide	Vallet 5	Day of Change	United Continued	Think a second of	of Ex. Frequency of Analysis	Sample Type
= 7.7 12-5U = 4.2 19-mg/L LY AV <= 4.0.0 DALLY MX 19-mg/L TAV <= 10.0 DALLY MX 19-mg/L 10.0 DALLY MX 19-mg/L	0300 Oxygen, dissolved [DO]		ı	Sample Permit Req.	7		8.8 4.0 MO MIN		19-	02/07 - Twice Every Wee	K GR - GRAB
YAV <= 4.00 DAILY MX 19 - mg/L			1	Sample (Permit Requi		я Х	7.2 6.0 MINIMUM	и \$		01/07 - Weekly 01/07 - Weekly	GR - GRAB GR - GRAB
Y AV <= 10.0 DALLY MX 19 - mg/L = 0.0 19 - mg/L < 0.1 INST MAX 19 - mg/L				Sample = 1Permit Reg ₂ <=	10.72 125.0 DAILY AV	26 - lb/d 26 - lb/d	a V	DAILY AV	4.2 19 - mg/L 40.0 DAILY MX 19 - mg/L	02/07 - Twice Every Wee 02/07 - Twice Every Wee	K CP - COMPOS
= 0.0 19 - mg/L < 0.1 INST MAX 19 - mg/L 119 - mg/L 119 - mg/L 19 - mg/L 25 - DAILY MX 32 - CFU/100m/L 25 - DAILY MX 19 - mg/L 25 - DAILY MX 19 - mg/L			1	Sample = IPermit Regue=	DAILY AV	26 - lb/d 26 - lb/d	u U	AILY AV	0.5 19 - mg/L 10.0 DAILY MX 19 - mg/L	02/07 - Twice Every Wee 02/07 - Twice Every Wee	K CP - COMPOS K CP - COMPOS
= 0.0 19-mg/L		1 - Effluent Gross		Sample = Permit Requi	0.516 = Req Mon DAILY AV	0.566 03 - MGD Req Mon DAILY MX 03 - MGD				99/99 - Continuous 99/99 - Continuous	TM - TOTALZ TM - TOTALZ
## 0.0 19 - mg/L < 0.1 INST MAX 19 - mg/L 17 AV <= 389.0 DalLY MX 32 - CFUH00m/L 17 AV <= 28.0 DAlLY MX 19 - mg/L 18 - mg/L 19 - mg/L		P - See Comments	t	Sample Permit Regul Value NODE	u V	600.0 78 - gal/min 2431.0 2HR PEAK 78 - gal/min				99/99 - Cantinuous 99/99 - Cantinuous	TM - TOTALZ TM - TOTALZ
19 mg/L 19 m		Y - Effluent Gross (Supplementary)	1	Sample = Permit Req.<= Value NODI	0.521 1.0 ANNL AVG	03 - MGD 03 - MGD				99/99 - Continuous 99/99 - Continuous	TM - TOTALZ TM - TOTALZ
## 4.1 ## 19 - mg/L ## 4.1 ## 32 - CFU/100mL ## 10 - mg/L ## 19 - mg/L - Y AV <= 26.0 DAILY MX 19 - mg/L - Y AV <= 26.0 DAILY MX 19 - mg/L			1	Sample Permit Req. Value NOD!				ti v		01/01 - Dally 01/01 - Dally	GR-GRAB GR-GRAB
## 4.1 32.CFU700mL 389.0 DAILY MX 32. CFU7100mL = 3.8 19 - mg/L YAV <= 26.0 DAILY MX 19 - mg/L			ı	Sample Perint Regal		н Д	1.2 1.0 MO MIN		19 - mg/L 19 - mg/L	01/01 - Daliy 01/01 - Daliy	GR - GRAB GR - GRAB
= 3.8 19 - mg/L -y AV <= 26.0 DALL MX 19 - mg/L				Bermit Regal Wakue NOBBI			n U	2.27 == 126.0 DAILY AV <=	4.1 32 - CFU/100mL 399.0 DAILY MX 32 - CFU/100mL	02/30 - Twice Per Month 02/30 - Twice Per Month	
ubmission Note a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type: Aft Check Frors o errors.			1	Sample = Permit Rep. <= Value NODE	12.9 83.0 DAILY AV	26 - lb/d 26 - lb/d	n V	DAILY AV	3.8 19 - mg/L 25.0 DAILY MX 19 - mg/L	02/07 - Twice Every Wee 02/07 - Twice Every Wee	CP - COMPOS
a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type. O errors.	ubmission Note										
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	CARLOS_SALAZAR_57	Carlos Salazar	csalazar@citylf.us	24-04-10 13	CARLOS SALAZAR 57	Carlos Salazar	alazar@cityif. 24-04-10 19:															
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LOS FRESNOS, CITY C	User	Лате:	E-Mail: Date/Time:	Report Last Signed By	User:	Name:	E-Mail; Date/Time:															
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City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5398)

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya

> Initiator: Jacqueline Moya Sponsors:

> > DOC ID: 5398

Police Department April 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection March 2024 1.

Magistrates 2. Index Crimes by Zone

Call with questions.

I recommend approval.

Updated: 5/7/2024 1:51 PM by Jacqueline Moya

LOS FRESNOS POLICE DEPARTMENT Calls - By Type

04\01\2024 thru 04\30\2024

Type	Description	# Of Calls	
178	ABANDONED VEHICLES - ORDINANCE 454	1	
86	ACCIDENT - MOTOR VEHICLE	33	
5	ALARM BUSINESS	11	
7	ANIMAL BITE	1	
167	ANIMAL CONTROL - ORDINANCE 410 OR 410-1	106	
11	ASSAULT	1	
10	ASSIST OTHER AGENCY	12	
15	BEE CALL	1	
19	BURGLARY	2	
18	BURGLARY OF A VEHICLE	2	
23	CHILD CUSTODY DISPUTE	2	
26	CIVIL MATTER	12	
185	CIVIL STAND BY	8	
32	CRIMINAL TRESPASS	2	
34	DAMAGED PROPERTY	6	
182	DEBRIS ON THE ROADWAY	16	
44	DISTRUBANCE	6	
169	EMS & NON-EMERGENCY MEDICAL TRANSPORT TO RESIDENTS - ORDINANCE 412	1	
50	EMS CALL	168	
57	FIRE ALARM	7	
152	FIREWORK/FIREARMS - ORDINANCE 257	3	
59	FOUND-RECOVERED PROPERTY	1	
170	GARAGE SALES - ORDINANCE 416	3	
66	GRASS FIRE	8	
67	HARASSMENT	4	
107	HEALTH PERMIT	1	
87	HIT AND RUN	1	
72	IDENTITY THEFT	8	
74	INFORMATION	29	
186	LOOK OUT	36	
82	LOST PROPERTY (CELL PHONE, PURSE, ETC)	10	
173	LOUD NOISE - ORDINANCE 420	5	
147	MAINTENANCE OF SIGNS - ORDINANCE 235-BB	30	
84	MISSING PERSON	1	
138	MOTORIST ASSIST	1	
106	NOISE DISTURBANCE	7	
92	OPEN DOOR/OPEN WINDOW	7	
93	PARKING REGULATIONS	2	
180	PATROL BY	3	
149	POLITICAL ELECTION SIGNS - ORDINANCE 235-P	2	
136	STALLED VEHICLE	- 8	
56	STRUCTURE FIRE	4	
120	SUSPICIOUS NOISES	5	
119	SUSPSICIOUS PERSON/VEHICLES	40	
121	TERRORISTIC THREATS	1	
123	THEFT	10	
125	TRAFFIC STOP	1,007	
126	TRANSFORMER ON FIRE	1	
184	UNWANTED SUBJECT	4	
91	VEHICLE DOOR OPEN	4	
05/01/2024 12:54		1 of 2	
55/5 1/2027 12.0T		1 01 2	

Type	Description	# Of Calls	
128	VERBAL DISTURBANCE	4	
131	WANTED SUBJECT	1	
132	WAVE DOWN	11	
142	WEEDED OR RUBBISH LOT - ORDINANCE 123-A	1	
133	WELFARE CONCERN	65	
	Total	1,726	

05/01/2024 12:54 2 of 2

LOS FRESNOS POLICE DEPARTMENT Calls - By Date & Time

04\01\2024 thru 04\30\2024

Data	00	04	00	00	0.4	0.5	00	07	00	00	40	11	40	40	4.4	4.5	40	47	40	40	00	04	00	00	Takal
<u>Date</u> 04/01/2024	<u>00</u> 1	<u>01</u> 0	<u>02</u> 1	<u>03</u> 1	04 0	<u>05</u> 0	<u>06</u> 1	<u>07</u> 0	<u>08</u> 2	<u>09</u> 7	<u>10</u> 4	2	12 1	<u>13</u> 2	14 1	<u>15</u> 4	<u>16</u> 4	<u>17</u> 5	<u>18</u> 6	<u>19</u> 1	<u>20</u> 1	<u>21</u> 2	22 0	23 1	<u>Total</u> 47
04/02/2024	1	1	0	0	0	1	3	3	2	5	2	0	1	2	3	5	5	7	3	1	3	0	1	5	54
04/03/2024	3	1	3	1	2	6	3	0	1	4	4	3	3	1	0	4	4	3	1	2	3	1	0	2	55
04/04/2024	1	0	0	1	0	0	4	0	2	4	3	2	4	2	0	5	3	4	3	4	0	0	0	2	44
04/05/2024	5	1	1	1	0	1	0	7	1	4	0	1	3	7	2	6	6	2	2	4	3	1	1	1	60
04/06/2024	5	4	2	3	0	2	0	0	3	2	3	2	11	4	3	4	6	4	3	3	4	3	1	2	74
04/07/2024	6	5	1	3	0	0	0	0	2	2	4	4	3	1	1	2	4	1	2	1	1	1	0	3	47
04/08/2024	4	0	0	0	1	1	0	3	2	3	1	1	1	8	2	6	7	9	8	1	4	1	0	1	64
04/09/2024	0	1	1	0	0	0	0	1	1	1	2	1	1	1	0	2	3	4	6	1	1	1	1	3	32
04/10/2024	1	1	0	0	1	0	0	4	4	2	2	2	3	5	1	2	4	2	1	3	1	2	2	2	45
04/11/2024	0	0	2	1	0	2	0	3	2	2	3	2	2	2	3	4	5	3	2	2	0	1	3	1	45
04/12/2024	1	1	0	0	1	1	1	4	2	8	1	4	3	4	2	8	2	4	1	2	5	1	4	1	61
04/13/2024	1	4	0	0	0	2	0	4	3	7	3	1	2	1	3	3	9	7	3	8	6	3	0	3	73
04/14/2024	1	3	0	2	1	0	1	0	0	3	6	5	8	9	6	2	4	3	2	2	3	1	2	2	66
04/15/2024	0	0	0	1	1	1	1	3	1	3	2	1	2	1	0	7	5	3	4	1	2	2	4	0	45
04/16/2024	0	0	0	0	0	2	1	3	2	0	1	1	2	1	1	5	8	11	5	4	3	3	1	1	55
04/17/2024	3	2	0	2	1	1	1	0	1	3	6	1	3	1	1	1	1	2	2	2	1	4	0	3	42
04/18/2024	7	1	0	0	1	1	0	3	1	0	0	2	0	1	1	9	6	1	3	1	4	1	0	4	47
04/19/2024	1	0	0	2	1	2	1	1	2	1	5	2	5	4	4	4	5	11	0	0	2	5	1	3	62
04/20/2024	5	0	0	0	0	0	0	1	6	3	5	2	4	8	4	4	7	1	2	1	1	2	2	1	59
04/21/2024	3	3	2	1	0	2	2	2	0	1	3	5	1	1	1	6	4	3	2	7	3	2	1	0	55
04/22/2024	1	1	2	1	0	1	2	1	1	5	0	2	2	1	2	6	10	10	5	4	4	2	0	0	63
04/23/2024	0	0	1	1	1	2	4	5	6	1	0	2	1	4	0	6	5	5	2	2	2	0	3	0	53
04/24/2024	1	1	1	0	0	1	0	4	0	1	1	3	0	2	1	5	3	2	2	3	4	6	1	1	43
04/25/2024	1	0	0	0	1	2	0	2	2	2	3	4	2	2	3	7	4	6	4	1	4	2	0	0	52
04/26/2024	1	3	0	0	5	2	1	3	2	3	1	1	4	4	6	7	6	1	1	2	4	4	0	2	63
04/27/2024	2	4	1	4	2	1	2	6	2	2	5	1	2	8	4	6	8	4	4	2	3	3	4	13	93
04/28/2024	6	3	6	1	0	0	1	1	3	1	4	2	2	2	4	4	7	6	5	4	3	4	1	4	74
04/29/2024	0	2	0	1	1	0	3	2	5	2	3	2	3	3	2	8	10	10	9	3	2	8	3	4	86
04/30/2024	2	1	0	0	2	3	1	0	1	4	5	2	2	1	3	11	6	7	2	3	3	3	0	5	67
Total	63	43	24	27	22	37	33	66	62	86	82	63	81	93	64	153	161	141	95	75	80	69	36	70	1726

LOS FRESNOS POLICE DEPARTMENT Incidents - By Violation

04\01\2024 thru 04\30\2024

Violation	Incidents
ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	3
BACKED UPON SHOULDER(OR ROADWAY) OF CONTROLLED	1
ACCESS HIGHWAY / ILLEGAL BACKING	
BURGLARY OF VEHICLE 23f	3
CHANGED LANE WHEN UNSAFE	2
CHILD UNATTENDED	1
CITY ORD VIOLATION	1
CRIMINAL MISCHIEF >=\$1,500<\$20K	1
CRIMINAL MISCHIEF >=\$50<\$500	1
CRIMINAL TRESPASS	3
D.O.C. FIGHTING WITH ANOTHER	1
D.O.C. URINATING IN A PUBLIC PLACE	1
DEFECTIVE EQUIPMENT	2
DISREGARD NO LANE CHANGE SIGN	1
DISREGARD OFFICIAL TRAFFIC CONTROL DEVICE	2
DOG AT LARGE	_ 1
DRIVING WHILE INTOXICATED	2
DRIVING WHILE INTOXICATED 2ND	1
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL	1
LAWS	'
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	1
DUTY ON STRIKING UNATTENDED VEHICLE	2
ENGAGING IN ORGANIZED CRIMINAL ACTIVITY	1
EVADING ARREST DETENTION	1
EXECUTION OF CAPIAS OR ARREST WARRANT	14
EXPIRED REGISTRATION	11
FAIL TO CONTROL SPEED	4
FAIL TO GIVE INFORMATION/RENDER AID	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	29
FAILED TO YIELD RIGHT OF WAY	3
FICTITIOUS LP/REGISTRATION/SI	1
FOLLOWING TOO CLOSELY	1
FORGERY - TO DEFRAUD OR HARM OF ANOTHER	1
HARASSMENT	3
MAN DEL CS PG 1 >=4G<200G	3 1
MOTOR VEHICLE THEFT	·
	2
NO DRIVER'S LICENSE	26
NO DRIVER'S LICENSE (2ND OFFENSE)	1
OPEN CONTAINER	4
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	1
POSS CS PG 1 <1G	1
POSS CS PG 1 >=1G<4G	1
POSS CS PG 2 >= 4G<400G	7
POSS CS PG 3 < 28G	2
POSS MARIJ <2OZ	2
	2
POSS MARIJ >40Z<=5LBS	1
POSS MARIJ >40Z<=5LBS POSS OF CHILD PORNOGRAPHY	
	1

Violation	Incidents	
PUBLIC INTOXICATION	2	
RAN RED LIGHT	4	
RAN STOP SIGN	2	
SPEEDING 10 to 14 over	6	
SPEEDING 15 to 19 over	1	
SPEEDING > 10% ABOVE POSTED LIMIT MPH in a MPH zone	2	
SPEEDING IN A SCHOOL ZONE MPH in a MPH zone	1	
TERRORISTIC THREAT 13a	1	
THEFT	7	
THEFT PROP>=\$50<\$500 23a	1	
TURNED WHEN UNSAFE	1	
Total Violations	197	
Total Incidents	110	

05/01/2024 12:55 2 of 2

LOS FRESNOS POLICE DEPARTMENT Arrests - By Type

04\01\2024 thru 04\30\2024

Arrest Type	Arrests	Male	Female	White	Black	Indian	Asian	Unknown	
HOLD FÓR OTHER AGENCY	2	2	0	2	0	0	0	0	
ON VIEW	9	7	2	8	1	0	0	0	
SUMMONED / CITED	1	0	1	1	0	0	0	0	
TAKEN INTO CUSTODY	18	13	5	16	2	0	0	0	
WARRANT	9	5	4	9	0	0	0	0	
Total	39	27	12	36	3	0	0	0	

05/01/2024 12:52 1 of 1

ACCIDENTS BY STREET & INTERSECTION APRIL 1 ,2024 –APRIL 30,2024

Street & Intersection_	Accidents_	<u> Fatalities</u>	Vehicles_	_Injured
SOUTH NOGAL ST. & WEST 7 TH ST.	1	0	2	1
31121 BLK. WEST TEXAS HWY. 100	1	0	2	0
30,984 BLK. WEST TEXAS HWY. 100	2	0	4	0
100 BLK. EAST OCEAN BLVD.	1	0	2	0
WHIPPLE RD. AND F.M. 1575	1	0	2	1
TX. HWY 100 & F.M. 1575	1	0	2	2
810 WEST OCEAN BLVD.	1	0	2	0
TX. HWY. 100 & F.M. 803	2	0	4	3
100 SOUTH ARROYO P/LOT	1	0	2	0
31000 BLK. WEST TX. HWY 100	2	0	2	0
729 WEST OCEAN BLVD.	1	0	2	0
811 SOUTH NOGAL	1	0	1	0
100 BLK. WEST OCEAN BLVD.	1	0	2	0
30788 BLK. WEST TX. HWY 100	1	0	2	0
TOTAL	17	0	33	7

LOS FRESNOS POLICE DEPARTMENT MAGISTRATION REPORT Mar-24

JUDGE	MAGISTRATIONS	CLASS A & B	FELONIES
Gene Daniels	68	39	29
Luis Hernandez	0	0	0
Robert Lerma	0	0	0
Total	68	39	29

2024 INDEX CRIME BY ZONES

MONTH	CRIME	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	TOTAL
	Burglary	0	0	0	0	0	0	0
	Theft	0	0	2	0	0	0	2
	Vehicle Theft	1	0	0	0	0	0	1
	Assault	0	0	1	2	0	1	4
January	Murder	0	0	0	0	0	0	0
	Rape	0	0	1	0	0	0	1
		0	0	0	0	0	0	0
	Robbery	1	0	4	2	0	1	8
	Total							
	Burglary	0	0	0	0	0	0	0
	Theft	1	0	7	2	0	0	10
	Vehicle Theft	2	0	0	0	0	0	2
February	Assault	1	0	0	1	1	2	5
,	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	4	0	7	3	1	2	17
	Burglary	0	0	1	0	0	0	1
	Theft	4	0	0	0	1	0	5
	Vehicle Theft	0	0	0	1	0	0	1
	Assault	0	0	4	0	0	0	4
March	Murder	0	0	0	0	0	0	0
		0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	4						
	Total	4	0	5	1	1	0	11
T .	Burglary							0
	Theft							0
	Vehicle Theft							0
April	Assault							0
•	Murder							0
	Rape							0
	Robbery							0
	Total	0	0	0	0	0	0	0
	Burglary							0
	Theft							0
	Vehicle Theft							0
May	Assault Murder							0
	Rape							0
	Robbery							0
	Total	0	0	0	0	0	0	0
	Burglary							0
	Theft							0
	Vehicle Theft							0
June	Assault Murder							0
	Rape							0
	Robbery							0
	Total	0	0	0	0	0	0	0
	Burglary	0	0	1	0	0	0	1
	Theft	5	0	9	2	1	0	17
	Vehicle Theft	3	0	0	1	0	0	4
Year To Date	Assault	1	0	5	3	1	3	13
	Murder	0	0	0	0	0	0	0
	Rape Robbery	0	0	0	0	0	0	0
	Total	9	0	16	6	2	3 -	
	1		<u> </u>	10		_		Packet Pg. 2

1.H.4

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya

> Initiator: Jacqueline Moya Sponsors:

> > DOC ID: 5399

ACTION ITEM (ID # 5399)

Municipal Court 1. City Monthly Report- March 2. Linebarger Monthly Report - March

I recommend approval.

Updated: 5/7/2024 1:52 PM by Jacqueline Moya

OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March Year 2024

Municipal Court for the City of Los Fresnos

Presiding Judge	Gene Daniels	
If new, dat	te assumed office	
Court Mailing Address	520 E Ocean Blvd	
City	Los Fresnos , Zip <u>78566</u>	
Phone Number	(956) 233-9200	
Fax Number	<u>(956) 233-9221</u>	
Court's Public Email		
Court's Website		
THE ATTACHED IS A TR	RUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS C	COURT.
Date <u>2024-</u> 0	04-24 Phone Number	

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625 FAX: (512) 936-2423

CRIMINAL SECTION

Court	Traff	ic Misdemea	nors	Non-Traffic Misdemea		eanors
Month March Year 2024	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	11,902	7	0	3,275	223	30
a. Active Cases	1,758	3	0	121	35	8
b. Inactive Cases	10,144	4	0	3,154	188	22
2. New Cases Filed	974	1	0	94	24	4
3. Cases Reactivated	181	0	0	51	3	1
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)	2,913	4	0	266	62	13
6. Dispositions Prior to Court Appearance of Trial:						
a. Uncontested Dispositions						
(Disposed without appearance before a judge (CCP Art. 27.14))	566	0	0	61	12	4
b. Dismissed by Prosecution	82	1	0	2	2	1
7. Disposition at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	2	0	0	0	o	o
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	o	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course (CCP, Art. 45.0511)	70					
b. After Deferred Disposition (CCP, Art. 45.051)	79	0	0	0	0	0
c.City After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0
d. Date From After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	36					
g. All Other Transportation Code Dismissals	49	0	0	0	0	0
9. All Other Dispositions	0	0	0	0	o	0
10. Total cases Disposed (Sum of lines 6,7,8&9)	884	1	0	63	14	5
11. Cases Placed on Inactive Status	195	0	0	48	1	1
12. Total Cases Pending End of Month:	11,992	7	0	3,306	233	29
Active Cases (Equals Lines 5 minus the sum of Lines 10&11)	1,834	3	0	155	47	7
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)	10,158	4	0	3,151	186	22
13. Show Cause Hearings Held	67	0	0	2	3	0
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month March Year 2024	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month March Year 2024	
1. Transportation Code Cases Filed	7
2. Non-Driving Alcoholic Beverage Code Cases Filed	9
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	2
5. Tobacco Cases Filed (HSC, Sec. 161.252)	3
6. Failure to Attend School Cases Filed (Ed.Code, Sec. 25.094)	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1)	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1)	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	
	0

Court		NUMBER REQUESTS
Month March Year 2024	NUMBER GIVEN	FOR COUNSEL
Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	39	12
c. Felonies	29	5
		TOTAL
2. Arrest warrants Issued:		232
a. Class C Misdemeanors		
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		43
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections File	d (CCP, Art. 1805)	0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Iterlock Device Issu	6	
10. All Other Magistrate's Orders Issued Requiring Co on Bond	0	
11. Driver's License Denial, Revocation or Suspension (IC, Sec.521.300)	0	
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)		0
13. Peace Bond Hearings Held	0	
14. Cases in which Fine and Court Costs Satisfied by Co a. Partial Satisfaction	mmunity Service:	4
b. Full Satisfaction		9
15. Cases in Which Fine and Court Costs Satisfied by	Jail Credit	16
16. Cases in Which Fine and Court Costs Waived for I	0	
17. Amount of Fines and Court Costs Waived for Indig	\$0.00	
18. Fines, Court Costs and Other Amounts Collected: a. Kept by City	\$112,137.75	
b. Remitted to State	\$65,429.52	
c. Total		\$177,567.27
Dogo F		,,



Municipal Court Fees and Fines Monthly Collection and Activities Report



March 2024

Linebarger Goggan Blair & Sampson, LLP

35 Providencia Ct., Brownsville, Texas 78526 (956) 546-1216 Fax (956) 546-1624

www.lgbs.com

NOTICE: CONFIDENTIAL AND PROPRIETARY INFORMATION

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LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
35 PROVIDENCIA CT.
BROWNSVILLE, TX 78526

956.546.1216
Fax 956.546.1624

April 29, 2024

Mark Milum City Manager City of Los Fresnos 520 E. Ocean Blvd. Los Fresnos, TX 78566

RE: Delinquent Municipal Court Fees & Fines Collection & Activities Report

Mr. Milum,

We are pleased to present this report for the month of March 2024 summarizing the delinquent municipal court fees and fines services we have provided the City of Los Fresnos. Our report includes collection results based upon monthly upload files provided by the City; along with collection activities we have initiated to maximize the City's recoveries from delinquent municipal court fees and fines. Our comprehensive collection program continues to produce positive results for the City, while serving the debtors who owe money to the City.

There is a difference between a collection company and a collection law firm. As a law firm that solely focuses on collections for governmental entities, Linebarger recognizes there is more to the court system than basic collection services. Linebarger's mailing notices and phone outreach do more than just simply demand payment—the notices seek to achieve case resolution for the Court. Each case has an ultimate disposition, whether it is monetary or non-monetary resolution.

Our team of professionals remain focused on delivering services with the high degree of excellence that you have come to expect from our firm. If at any time you, the Council, or other administrative personnel have any questions about this report or the services we provide the City, please contact us.

Kindest regards,

Jeffrey M. Garcia

Partner

Cc: City of Los Fresnos, Municipal Court

Collections & Activity Summary

Collection Disposition Summary - March 2024	
Citations Assigned	796
Amount Assigned	\$194,578
Citations Collected	155
Amount Collected	\$41,311
Citations Cancelled	44
Amount Cancelled	\$12,823
Citations Resolved	199
Amount Resolved	\$54,134

Collection Disposition Summary - Contract to Date	
Citations Assigned	52,434
Amount Assigned	\$13,875,359
Citations Adjusted	21,203
Amount Adjusted	(\$3,301,275)
Citations Collected	23,321
Amount Collected	\$5,298,405
Citations Cancelled	3,081
Amount Cancelled	\$708,195
Citations Resolved	26,402
Amount Resolved	\$6,006,600
Dollar Resolution Rate	67.1%

Collection Activity - March 2024		
Letters		312
Address/Phone Updated		245
Phone Activity	Inbound	49
	Outbound	568

Collection Activity - Contract to Date		
Letters		132,204
Address/Phone Updated		32,812
Phone Activity	Inbound	11,204
	Outbound	231,359

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	14,667	\$4,269,021
ATT - Attorney Contact Only	9	\$2,513
DEC - Deceased. No Estate Or Beyond Claim	58	\$16,828
DIS - Dispute	4	\$889
INC - Incarcerated	66	\$18,557
PRM - Promise Payment	116	\$30,530
PTC - Paid To Client	2	\$429
REF - Refuse To Pay	3	\$365
SKP - Skiptracing For Phone	3	\$796
SWC - Stop Work Per Client	1,009	\$269,237
Total	15,937	\$4,609,165

Monthly Collection Activity Last 24 Months

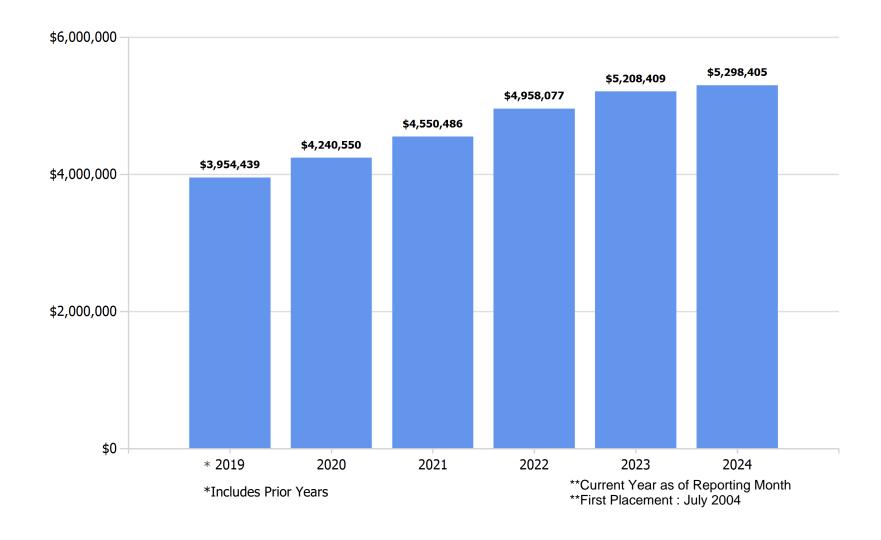
Year	Month	Letters	Address/Phone	Phone /	Activity	Dollars
Teal	Month	Mailed	Updated	Inbound	Outbound	Collected
2024	March	312	245	49	568	\$41,311
	February	3,691	177	47	333	\$27,005
	January	257	416	21	679	\$21,680
2023	December	731	60	32	1,016	\$23,516
	November	143	418	32	1,421	\$16,259
	October	1,713	190	44	657	\$48,942
	September	3,409	194	80	822	\$0
	August	1,317	586	23	1,041	\$13,857
	July	0	179	16	978	\$22,549
	June	188	234	22	956	\$28,596
	May	1,459	853	23	583	\$22,852
	April	145	189	9	855	\$53,875
	March	324	154	32	708	\$11,077
	February	5,017	139	72	297	\$8,809
	January	0	0	1	0	\$0
2022	December	0	10	2	306	\$0
	November	0	102	17	177	\$25,264
	October	4,521	141	50	178	\$26,316
	September	128	47	85	633	\$31,445
	August	777	300	10	646	\$27,288
	July	88	69	17	925	\$30,176
	June	601	84	22	817	\$32,905
	May	460	178	24	727	\$45,476
	April	464	117	49	306	\$74,928
	March	4,280	125	94	428	\$49,282
Total*		30,025	5,207	873	16,057	\$683,406

^{*}Total Amounts noted represent the last 24 months & not contract to date.

Placement Activity Summary Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
	March	796	\$194,578	\$0	\$0	\$194,578	\$0	0.00%
	February	206	\$65,718	\$1,286	(\$1,274)	\$63,157	\$5,266	8.34%
	January	68	\$22,268	\$1,766	(\$755)	\$19,747	\$1,064	5.39%
2024 Summary		1,070	\$282,563	\$3,052	(\$2,029)	\$277,482	\$6,330	2.28%
	December	104	\$32,618	\$686	(\$297)	\$31,635	\$2,605	8.23%
	November	292	\$90,545	\$613	(\$629)	\$89,303	\$3,766	4.22%
	October	100	\$29,804	\$762	(\$354)	\$28,688	\$2,677	9.33%
	September	257	\$81,608	\$1,892	(\$1,235)	\$78,481	\$3,462	4.41%
	August	64	\$20,856	\$382	(\$534)	\$19,940	\$1,350	6.77%
	July	173	\$48,598	\$1,112	(\$536)	\$46,949	\$5,738	12.22%
	June	104	\$28,274	\$308	(\$244)	\$27,722	\$2,445	8.82%
	May	101	\$29,405	\$0	\$0	\$29,405	\$2,179	7.41%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	237	\$73,215	\$1,632	(\$155)	\$71,428	\$6,636	9.29%
	February	969	\$281,129	\$72,196	\$21,244	\$230,177	\$24,109	10.47%
	January	0	\$0	\$0	\$0	\$0	\$0	0.00%
2023 Summary		2,401	\$716,050	\$79,583	\$17,260	\$653,728	\$54,964	8.41%
	December	0	\$0	\$0	\$0	\$0	\$0	0.00%
	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	248	\$78,430	\$872	(\$1,140)	\$76,418	\$12,330	16.13%
	September	353	\$108,104	\$1,313	(\$2,499)	\$104,292	\$7,500	7.19%
	August	193	\$60,241	\$1,989	(\$1,816)	\$56,436	\$11,856	21.01%
	July	235	\$76,298	\$1,070	(\$2,003)	\$73,225	\$12,801	17.48%
	June	249	\$77,481	\$288	(\$2,729)	\$74,465	\$10,772	14.47%
	May	140	\$44,431	\$293	(\$2,887)	\$41,252	\$10,206	24.74%
	April	376	\$119,400	\$2,557	(\$3,828)	\$113,015	\$26,790	23.70%
	March	0	\$0	\$0	\$0	\$0	\$0	0.00%
2022 Summary		2,832	\$889,728	\$13,236	(\$38,889)	\$837,604	\$160,742	19.19%
2021 Summary		4,400	\$1,387,497	\$15,025	(\$55,334)	\$1,317,138	\$294,577	22.36%
2020 Summary		1,423	\$397,308	\$4,937	(\$28,883)	\$363,488	\$143,719	39.54%
2019 Summary		3,101	\$899,242	\$5,014	(\$84,257)	\$809,970	\$301,874	37.27%
Prior Years		37,207	\$9,302,970	\$587,348	(\$3,103,921)	\$5,611,701	\$4,298,899	76.61%

LGBS, LLP History

Delinquent Fees & Fines Cumulative Collections



1.H.5

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5400

ACTION ITEM (ID # 5400)

Library Report 1. Monthly Report

Call with questions.

I recommend approval.



Number of Patron Checking Out Materials

Adult	307
Children	27
New Patron	137
In Library Use	13



Material Types Checked Out

Adult Books	157
Children Books	271
Young Adult Books	18
Videos	18
Other Language Books	11
Hotspots	9
Laptops	0
Interlibrary Loans	4
Items Downloaded	
eBooks	89
eAudiobooks	77



Patron Access Computer Use

Total Sessions	174
Total Time	112 Hours
Guest Passes	121



Free Wi-Fi Access Use

Patron Printouts

Library Staff Copies

Replacement Cards

At Home Deliveries

Total Sessions	992 Library WiFi
Total Sessions	742 Park WiFi



What Happened in the Library

Hours Open	176 hours
Visits/Calls	1342/172
Children Program Attendance	325
Volunteer Hours	186/62 volunteers
New Cards Issued	32
Cards Renewed	28
New Books Added	82
New eBooks Added	1288
New Videos Added	0
Hotspots Added	0
Books Weeded	52
Videos Weeded	0
Reference Questions	3842
Assists in Computer Lab	412
Patron Copies	1543
Patron Faxes sent	98

1598

0

0

10





1.H.6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5401

ACTION ITEM (ID # 5401)

Fire Marshal's Report 1. Monthly Report

Call with questions.

I recommend approval.



FIRE MARSHAL'S OFFICE 520 E OCEAN BLVD LOS FRESNOS, TEXAS 78566

FIRE INSPECTION REPORT

MONTHLY IN	FORMAT	ION REP	ORT
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MONTH OF April 2022

MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses	9	Institutions	X
Industrial Structures		Homes	8
Public Buildings		Apartments	$\square \varnothing$
Hotels/Motels			
T	OTAL INSPECTIONS	10	

FIRES INVESTIGATED:

(ACCIDENTAL)

(INCENDIARY)

FIRE MARSHAL, CITY OF LOS FRESNOS

Los Fresnos Volunteer Fire Department

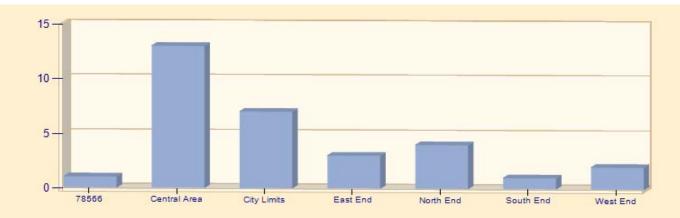
Los Fresnos, TX

This report was generated on 5/2/2024 10:24:58 AM

Incident Type Count per Zone for Date Range

Start Date: 04/01/2024 | End Date: 04/30/2024





ZONES	INCIDENT TYPE	COUNT
78566 - MU	TUAL AID	
	143 - Grass fire	1
	Total Incidents for 78566 - MUTUAL AID:	1
Central Area	a - Central Area	
	132 - Road freight or transport vehicle fire	2
	142 - Brush or brush-and-grass mixture fire	1
	143 - Grass fire	5
	322 - Motor vehicle accident with injuries	4
	413 - Oil or other combustible liquid spill	1
	Total Incidents for Central Area - Central Area:	13
City Limits	LOS FRESNOS CITY LIMITS	
	116 - Fuel burner/boiler malfunction, fire confined	1
	322 - Motor vehicle accident with injuries	1
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	1
	410 - Combustible/flammable gas/liquid condition, other	1
	441 - Heat from short circuit (wiring), defective/worn	1
	715 - Local alarm system, malicious false alarm	1
	Total Incidents for City Limits - LOS FRESNOS CITY LIMITS:	7
East End - E	East End	
	143 - Grass fire	1
	324 - Motor vehicle accident with no injuries.	1
	541 - Animal problem	1
	Total Incidents for East End - East End:	3
North End -	North End	
	143 - Grass fire	1
	173 - Cultivated trees or nursery stock fire	1
	300 - Rescue, EMS incident, other	1
	322 - Motor vehicle accident with injuries	1
	Total Incidents for North End - North End:	4
South End -	South End	
	143 - Grass fire	1
	Total Incidents for South End - South End:	1
West End -	West End	
	143 - Grass fire	1
	322 - Motor vehicle accident with injuries	1
	Total Incidents for West End - West End:	2
	Total Count for all Zone:	31
	Total Count for all Zone.	<u> </u>

1.I.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM Department: City Secretary Category: Closed Session Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5432

ACTION ITEM (ID # 5432)

Closed Session in accordance to Section 551.071, the Texas Open Meetings Act Consultation with Attorney - to deliberate pending or contemplated litigation regarding the annexation of the City's ETJ.

1.J.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 05/14/24 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5431

ACTION ITEM (ID # 5431)

Open Session in accordance to Section 551.071, the Texas Open Meetings Act. Deliberation and possible ACTION regarding consultation with Attorney on pending or contemplated litigation regarding the annexation of the City's ETJ.