

City Council

200 North Brazil

Regular Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Tuesday, June 12, 2018

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, JUNE 12, 2018 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.

I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Consent Agenda
 1. Consideration and ACTION to approve the minutes from May 8, 2018.
 2. Consideration and ACTION to authorize the City Manger to dispose of surplus Items.
 3. Consideration and ACTION to approve Resolution 4-2018 approving cooperation with the cities served by AEP to review AEP Texas Inc' s requested approval of an adjustment to its energy efficiency cost recovery factor.
 4. Approval or rejection of a budget amendment for the general fund for the 2017-2018 Fiscal Year.
 5. Approval or rejection of a budget amendment for the General Fund for the 2017-2018 Fiscal Year.
 6. Consideration and ACTION to approve a budget amendment to fund the paving of Rodeo Drive.
 7. Consideration and ACTION to approve a Memorandum of Understanding between the City of Los Fresnos and South Texas ISD regarding the use of the parking lot at Memorial Park.
 8. Consideration a ACTION to approve an Inter local Agreement between the City of Los Fresnos and the University of Texas Rio Grande Valley in which the City can participate in the Stormwater Regional Task Force.
4. Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting you have a limit of 3 minutes to speak.
5. Action Items

1. Consideration and ACTION to approve the Audit Report for the 2016-2017 fiscal year.
2. Consideration and ACTION to approve waiving building permit fees, inspection fees and water and wastewater connection fees for the new city hall as well as water and wastewater usage fees during construction of the new city hall.
3. Consideration and ACTION to approve the bid specifications and bid documents for constructing the new city hall.
6. Acknowledgement of City Manager's Report
 1. City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Building Inspections K. Underground Canal L. Sport Park M. Dog Park N. Development and Annexation Plans O. Update Planning & Zoning Ordinance P. Economic Development
7. Acknowledgement of Department Head Reports
 1. Financial Report 1. Monthly 2. Year-to-Date 3. Sales Tax Report
 2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
 3. Police Department Reports 1. Arrest 2. Incidents 3. Accidents
 4. Municipal Court Report 1. Monthly Report
 5. Library Report 1. Monthly Report
 6. Fire Marshal Report 1. Monthly Report
8. Adjournment

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on June 7, 2018 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

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

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2618)

DOC ID: 2618 A

Consideration and ACTION to approve the minutes from May 8, 2018.

I recommend approval.

City Council

200 North Brazil

Regular Meeting

Los Fresnos, TX 78566

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

~ Minutes ~

Tuesday, May 8, 2018

6:00 PM

City Hall

Agenda

1. Call meeting to order

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

2. Invocation and Pledge of Allegiance

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

Presentation

Recognition to Bertha Ponce for first place in the individual competition for the It's Time Texas Community Challenge and to the city of Los Fresnos for second place in the small community category.

Mr. Milum mentioned Bertha Ponce was not able to attend the presentation. He explained to the council about the award and what the competition was about and that the competition was state wide. Christine Martinez, the city's health care worker, who was also present helped give more details on the different activities the city had to offer that helped Bertha Ponce get first place and the city second place in the challenge.

Mayor Narvaez presented the award to Christine Martinez.

RESULT: NO ACTION

Presentation by Chamber

Val Champion handed out information packets about the presentation to the council and explained the information provided.

Mr. Champion continued his presentation by giving an overview of the chambers website.

He completed the presentation with the chamber's financial report.

Mr. Narvaez thanked Mr. Champion for the presentation.

RESULT: NO ACTION

Consent Agenda

Mayor Narvaez asked if there was any questions on the consent agenda.

Council member Munoz requested item 1 be pulled.

Mr. Milum requested item 4 nad 5 be pulled and he would explain later in the meeting when they get to them.

Mayor Narvaez accepted their request and asked they continue with the other items listed on the consent agenda.

Consideration and ACTION to approve the minutes from April 10, 2018.

Mr. Munoz stated that there is things that sometimes them as council members discuss and say about the items and they are not written on the agenda he would like to see them written on the agenda. Mr. Narvaez asked Mr. Munoz if he wanted all comments. Mr. Munoz answered at least his comments and he pointed at the other members and said he didn't know if they the board wanted theirs. But he wanted his comments, Mr. Real jokingly commented he only wanted the ones that made him look good, the board laughed.

Mark explained that the minutes are not verbatim minutes but includes information on the jist of the conversation. It would be pretty difficult to do word for word. Mr. Munoz insisted he wanted at least his comments listed and didn't know if maybe the other members wish to have theirs as well. If it was a problem maybe we could go back and put a recording. Mr. Milum let Mr. Munoz know that they did record the meetings. Mr. Munoz said that's good. Mr. Milum asked if that was the direction of the board. Mr. Narvaez commented that she Jacqueline Moya, the City Secretary already had enough to do. Mrs. Moya explained to the Mayor and council that she had already research on how to record minutes because it takes a lot of time to generate them and like Mr. Milum had mentioned minutes are not to be verbatim but just the summary such as what motion was made, who seconded and who voted what.

Mr. Real asked what happens to the recording does it stay for a certain time. Mr. Munoz stated if there was a recording he could always just get a recording. Mr. Real continued to ask do we have to keep the recording. Mr. Milum said by law we would have to keep them for 3 months. Mr. Real said there was a recording we could always go back and if there was something missing this was Mr. Munoz's opportunity to add it to the record. Mrs. Moya again mentioned that most importantly what needed to be recorded was what the action was. List the mover, seconder and who voted for or against it. Mr. Munoz stated that to him his comments were important and Mrs. Moya stated that was fine and if that's what the board would like she understood. Mr. Narvaez stated he was ok with the way the minutes were being done and there was no need to be that specific. Mr. Munoz stated if there was a recording he was fine he did not know the meetings were being recorded he would see the recorder but he thought it was Marks personnel recorder. Mr.

Real told Mr. Munoz if there is something he remembered that was not in the minutes he should just let them know that's why they approve the minutes, he has the right to go back and say what needs to be added. Mr. Munoz stated that to him they were official documents and if it does not say anything it does not say anything. Mr. Real thought that jokes and small talk didn't need to be added only things that were important to the discussion. Mr. Narvaez stated that the reason to approve the minutes on the following meetings is to make sure the minutes were accurate, Mr. Real agreed. Mr. Real said he was with Mr. Munoz but he didn't believe they needed to do everything, Mr. Munoz said that is correct but now that he knew the meeting was being recorded he could go back and let Mrs. Moya know what to add before he can approve the minutes if not he could not approve the minutes. Mr. Real said the main idea is that it is an accurate record and if there is something that is not accurate Mr. Munoz should bring it up. Mr. Munoz stated that the minutes just said the City Manager responded to questions from the board but not what questions were asked and that was his concern but he can now go back.

Mr. Narvaez stated the agenda item was to approve the minutes from April 10, 2018 and asked if there was any problems with the minutes or anything Mr. Munoz felt had been missed. Mr. Munoz said yes he had made some comments and he would like to see them on the minutes. Mr. Narvaez asked Mr. Munoz to let Mrs. Moya know so she could add the comments to the minutes. Mr. Munoz asked Mrs. Moya if she wanted them at that time she said yes if he had them she would like to know what the comments were he said he didn't have them with him but he could tell her what item it was on. He stated that when the board approved a contract for \$100,000 he told the council that they could not approve the contract because it was over \$100,000 and it was over \$25,000 and it needed to be bid out and that comment was not in the minutes and that was his concern. Mrs. Moya stated she would go back to the recording and look for the comment Mr. Munoz claimed made and list it in the minutes. Mayor Narvaez asked if that comment was for those particular minutes that they were approving Mr. Mendez said yes. Mr. Milum added it was the inter local agreement dealing with Rodeo Drive that Mr. Munoz was referring to. Mr. Mendez then stated the answer was that it was bid out and he felt that was important to mention. Mr. Real mentioned Mr. Munoz had the right to correct it if he saw something different.

Motion was made and seconded to approve the minutes from April 10, 2018 subject to the corrections requested by council member Munoz.

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

Consideration and ACTION to approve Resolution 3-2018 for submission of the grant application for the Operation Stone Garden Program to the Office of the Governor.

Motion was made and seconded to approve Resolution 3-2018.

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

Consideration and ACTION to approve or reject the Quarterly Investment Portfolio Report ended as of March 31, 2018.

Motion was made and seconded to approve the Quarterly Investment Portfolio Report.

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

Consideration and ACTION to approve or reject Los Fresnos Community Development Corporation funding for a firework show for the Independence Day Celebration on July 4, 2018.

Mr. Milum stated that in reference to item number 4 & 5, the Community Development Corporations did not have a quorum for the meeting scheduled on May 7th 2018 and had been rescheduled for Monday, May 14, 2018.

Mr. Milum proposed that the council approve both items subject to the Community Development Corporations approval.

Mr. Milum explained both action items to the council and answered questions for the board.

Motion was made and seconded to approve the CDC funding for a firework show for the Independence Day celebration on July 4, 2018 subject to the CDC's approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Javier Mendez, Councilman
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

Consideration and ACTION to approve or reject Los Fresnos Community Development Corporation funding for Infrastructure Improvements for a gas line at 315 North Arroyo Boulevard.

Mr. Milum explained to the council what the infrastructure improvements would be done to 315 N Arroyo Blvd.

Mr. Milum answered questions for the board.

Motion was made and seconded to approve the CDC funding for infrastructure improvements for a gas line at 315 N Arroyo Blvd subject to the CDC's approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Javier Mendez, Councilman
SECONDER:	Bibi Garza, Councilwoman
AYES:	Garza, Munoz, Narvaez, Cruz, Real, Mendez

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

There were no comments.

Action Items

Consideration and ACTION to approve or reject change Order #3 for the Sludge Drying Bed Project.

Mr. Milum reminded the council about the sludge drying bed project that was approved a few months back. He mentioned that when the contractors started working they discovered trash where the sludge beds would be placed. There was boring done which is normal but unfortunately none of the bores hit the trash.

Mr. Milum explained the process that was going to be done to make sure the sludge beds were done properly and let the council how the project was going to be paid for.

Mr. Milum answered questions for the board. Mr. Rick Riggins with Hanson Professional Services was also present to answer questions for the board.

Council member Munoz asked if that was the only problem for the project so far. Mr. Milum said yes. We don't feel like there should be anymore issues.

The rest is pretty straight forward. Mr. Munoz asked Mr. Riggins if there wasn't going to be any problems like having to make the sludge beds lower, Mr. Riggins answered no.

Motion was made and seconded to approve Change Order No. 3 for the Sludge Drying Bed Projects.

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

Acknowledgement of City Manager's Report

City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F.

Hike & Bike Trails G. Montes-Castro Park H. CDBG 2017-2018 Grant I. Henderson Road Project J. City Hall Project K. Building Inspections L. Underground Canal M. Sport Park N. Dog Park O. Development and Annexation Plans P. Update Planning & Zoning Ordinance Q. Economic Development R. Boys and Girls Club Quarterly Report

Mr. Milum started by asking if there was any specific question on any item listed from A-R in the City Managers Report.

Mr. Real had a question on letter J which read: City Hall Project - The final specs should be ready in a few weeks so we can begin the bidding process. I received comments from the architect concerning the questions the Council had at the last meeting on the stucco cracking versus using blocks. I sent that information to the Council. Mr. Real asked where Mr. Milum had sent the specs Mr. Milum stated he sent them to the council member email addresses. Mr. Milum explained the item to the council.

Mr. Milum mention item G the Montes-Castro park would be off the list for next meeting, the park had been completed. Mr. Milum shared his plans of hopefully making more parks in other areas of Los Fresnos.

Mr. Real asked about progress on property near the rodeo grounds for a possible Sports Park. Mr Milum explained possible ideas to get a through street that connects Alvarez Court to the possible Sports Park. Mayor Narvaez mentioned the city would have to have a public hearing on the connection of the possible Sports Park to Alvarez Court because it would affect the residents. Mr. Milum and Mr. Real clarified the development was originally designed for a future through street to the Sports Park.

Mr. Mendez asked about item L, Underground Canal- Bayview Irrigation District is not in a position to pursue at this time. Mr. Milum stated that the irrigation district did not have the funding, time or efforts at this time. Mr. Milum answered question for the board and discussed the ideas for the underground canal.

Mr. Narvaez asked if the Boys & Girls Club submitted a quarterly report. Mr. Milum said yes and directed him to the report that was attached to the agenda. Mr. Milum discussed the report and answered questions for the board.

Mr. Narvaez asked if they would receive a report from the Little League. Mr. Milum said they have never giving anything to the city the city does not fund them. Mr. Narvaez shared a complaint he had received in reference to the park. Mr. Milum answered questions for the board and discussed the parks up keep.

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

Acknowledgement of Department Head Reports

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

Mr. Mendez thanked Mr. Milum for adding the sales tax report.

Motion was made and seconded to acknowledge the Financial Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

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

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

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

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

Municipal Court Report 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

Library Report 1. Monthly Report

Motion was made and seconded to acknowledge the Library Report.

Regular Meeting

Tuesday, May 8, 2018

6:00 PM

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

Fire Marshal's Report 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Mayor
SECONDER: Bibi Garza, Councilwoman
AYES: Garza, Munoz, Narvaez, Cruz, Real, Mendez

9. Adjournment

The meeting was closed at 7:13 PM.

 Presiding Officer of the Council

 Recorder

Attachment: MIN 5 8 2018 (2618 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 2609 A

SCHEDULED

ACTION ITEM (ID # 2609)

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

These items are no longer operational or no longer needed. We will advertise them to get the most value possible but will probably on receive a small amount since they are either broken or obsolete.

I recommend approval.

Los Fresnos City Hall

Disposal Request/Surplus Items

[illegible]

Jun-18

Attachment: SURPLUS 2018 (2609 : Surplus Items)

5/22/2018

Ethel L. Whipple Memorial Library Disposal Request

[illegible]

Attachment: SURPLUS 2018 (2609 : Surplus Items)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2620)

DOC ID: 2620 A

**Consideration and ACTION to approve Resolution 4-2018
approving cooperation with the cities served by AEP to
review AEP Texas Inc' s requested approval of an adjustment
to its energy efficiency cost recovery factor.**

When AEP requests an adjustment or rate change this is the normal process we take in combining our efforts with other cities served by AEP.

I recommend approval.

RESOLUTION NO. 4-2018

RESOLUTION OF THE CITY OF LOS FRESNOS APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TO REVIEW AEP TEXAS INC.'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.

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

Mayor Polo Narvaez	___ For	___ Against	___ Abstained
Mayor Pro-tem Yolanda H. Cruz	___ For	___ Against	___ Abstained
Councilmember Swain Real	___ For	___ Against	___ Abstained
Councilmember Javier Mendez	___ For	___ Against	___ Abstained
Councilmember Bibi Garza	___ For	___ Against	___ Abstained
Councilmember Juan Munoz	___ For	___ Against	___ Abstained

WHEREAS, on or about June 1, 2018, AEP Texas Inc. ("AEP" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule 25.181(f), filed with the Commission an application for a 2018 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 48422; and

WHEREAS, the City of Los Fresnos will cooperate with similarly situated city members and other city participants located within the AEP service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Cities Served by AEP ("Cities") to review the rates charged by AEP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, Cities has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in AEP's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

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

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

1. That the City is authorized to participate with Cities in PUC Docket No. 48422.
2. That subject to the right to terminate employment at any time, the City of Los Fresnos hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. That the City's reasonable rate case expenses shall be reimbursed by AEP.
4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.
5. A copy of this Resolution shall be sent to Thomas Brocato, Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the _____ day of _____, 2018.

Mayor, City of Los Fresnos

ATTEST:

City Secretary

Attachment: RESOLUTION AEP PUC 4-2018 (2620 : Resolution 4-2018)

MODEL STAFF REPORT

PURPOSE

AEP Texas Inc. (“AEP” or “Company”) filed an application on or about June 1, 2018 with the Public Utility Commission of Texas (“PUC” or “Commission”), seeking to adjust its 2019 Energy Efficiency Cost Recovery Factor (“EECRF”). Pursuant to Commission rules, AEP is required to annually apply no later than June 1 of every year to adjust its EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

the Commission authorized AEP to adjust its 2018 EECRFs to recover \$11,537,302 (\$9,425,720 for the Central Division and \$2,111,582 for the North Division). In this filing, AEP is seeking to adjust its EECRF to collect \$12,135,911 (\$9,641,691 for the Central Division and \$1,948,813 for the North Division) in 2019 to reflect the following components:

- 1) recovery of \$9,115,275 for AEP Texas (\$7,166,462 for the Central Division and \$1,948,813 for the North Division) which is the forecasted 2018 energy efficiency program expenditures in excess of its projected energy efficiency revenues collected from base rates adjusted as outlined in the rule;
- 2) return to customers the amount of \$456,395 for the Central Division and \$12,781 for the North Division, representing the over-recovery of \$469,177 for AEP Texas actual energy efficiency costs for 2017;
- 3) recovery of \$2,741,622 for the Central Division and \$523,947 for the North Division representing AEP Texas’ 2017 performance bonus of \$3,265,569 for achieving demand and energy savings that exceeded its minimum goals to be achieved in 2017;
- 4) recovery of \$12,256 (\$9,805 for the Central Division and \$2,451 for the North Division) representing 2017 EECRF proceeding expenses incurred in Docket No. 47236 by municipalities as authorized by 16 TAC § 25.181(f)(3)(B); and
- 5) recovery of \$211,988 for AEP Texas’ share of the EM&V costs to evaluate PY 2017 and PY 2018 (\$180,198 for the Central Division and \$31,790 for the North Division).

The resolution authorizes the City to join with the Cities Served by AEP (“Cities”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

DISCUSSION

City groups have long participated in ratemaking proceedings before the PUC, the Courts, and the Legislature on electric utility regulation matters. Participation in a city group such as Cities allows cities to advocate for the public interest and accomplish more collectively than each city could on its own.

Explanation of “Be It Resolved” Paragraphs:

Section 1. This section authorizes the City to participate in Cities as a party in the Company’s EECRF filing, PUC Docket No. 48422.

Section 2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.


Section 3. The Company will reimburse Cities for its reasonable rate case expenses. Legal counsel and consultants of Cities will submit monthly invoices that will be forwarded to AEP for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting this resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that Cities' counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

M E M O R A N D U M

TO: Cities Served by AEP Texas

FROM: Thomas Brocato and Jamie Mauldin 

DATE: June 4, 2018

RE: Energy Efficiency Cost Recovery Factor Application of AEP

On June 1, AEP Texas Inc. (“AEP”) filed its 2019 Energy Efficiency Cost Recovery Factor (“EECRF”) application. Pursuant to Public Utility Commission (“PUC” or “Commission”) rules, AEP is required to annually apply no later than June 1 of every year to adjust the EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 47236, the Commission authorized AEP to adjust its 2018 EECRFs to recover \$11,537,302 (\$9,425,720 for the Central Division and \$2,111,582 for the North Division). In this filing, AEP is seeking to adjust its EECRF to collect \$12,135,911 (\$9,641,691 for the Central Division and \$1,948,813 for the North Division) in 2019 to reflect the following components:

- 1) recovery of \$9,115,275 for AEP Texas (\$7,166,462 for the Central Division and \$1,948,813 for the North Division) which is the forecasted 2018 energy efficiency program expenditures in excess of its projected energy efficiency revenues collected from base rates adjusted as outlined in the rule;
- 2) return to customers the amount of \$456,395 for the Central Division and \$12,781 for the North Division, representing the over-recovery of \$469,177 for AEP Texas actual energy efficiency costs for 2017;
- 3) recovery of \$2,741,622 for the Central Division and \$523,947 for the North Division representing AEP Texas’ 2017 performance bonus of \$3,265,569 for achieving demand and energy savings that exceeded its minimum goals to be achieved in 2017;
- 4) recovery of \$12,256 (\$9,805 for the Central Division and \$2,451 for the North Division) representing 2017 EECRF proceeding expenses incurred in Docket No. 47236 by municipalities as authorized by 16 TAC § 25.181(f)(3)(B); and
- 5) recovery of \$211,988 for AEP Texas’ share of the EM&V costs to evaluate PY 2017 and PY 2018 (\$180,198 for the Central Division and \$31,790 for the North Division).

Although you may receive a copy of the application in the mail or from your local AEP representative, cities do not have jurisdiction over this matter and are not legally required to take action. However, the Commission’s decision on AEP’s EECRF will impact your rates and the

June 6, 2018

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rates of your citizens. The PUC has previously determined that this is a ratemaking proceeding; therefore, the law allows for your city to be reimbursed for the reasonable cost of the services associated with reviewing the application. Under the Commission's rule, the cities' expenses associated with participation in this proceeding will be reimbursed in next year's EECRF proceeding. Accordingly, there is no direct cost to your city for participation in this proceeding.

While no council action is required on this matter, and you may send me an email authorizing us to include your city in the coalition that will participate in this case, we recognize that some councils may prefer (or require) formal action to join the group. Accordingly, we have attached a model resolution and staff report to this effect.

Please feel free to contact me at (512) 322-5857 or tbrocato@lglawfirm.com if you have questions or concerns.

Attachment: Energy Efficiency Cost Recovery Factor Application of AEP (2620 : Resolution 4-2018)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2606)

DOC ID: 2606 A

Approval or rejection of a budget amendment for the general fund for the 2017-2018 Fiscal Year.

When we proposed and approved the original Health Care Program budget, we were told to utilize the \$85,000 as is was in 2016-2017. However, when we finally received the agreement from UT Health it was for \$45,000. The Council had already approved the agreement with UT Health on February 13, 2018. This makes that adjustment to our budget.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: 01 - General Fund BUDGET AMENDMENT #

DEPARTMENT: 523 - Community Health DATE POSTED:

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	523 1100	Salaries Expense	41,382.00	(41,382.00)	29,782.00	29,782.00
01	523 1105	Administrative Expense	15,000.00	(15,000.00)	0.00	0.00
01	523 1500	Overtime	200.00	(200.00)	1,992.00	1,992.00
01	523 2100	FICA Expense	2,578.00	(2,578.00)	1,848.00	1,848.00
01	523 2105	Medicare Expense	603.00	(603.00)	432.00	432.00
01	523 2106	Health Insurance Expense	5,000.00	(5,000.00)	7,009.00	7,009.00
01	523 2107	State Unemployment Tax Expense	540.00	(540.00)	270.00	270.00
01	523 2150	TMRS Expense	1,364.00	(1,364.00)	977.00	977.00
01	523 2160	Workers Compensation Expense	1,580.00	(1,580.00)	1,132.00	1,132.00
01	523 2210	Other Insurance Expense	115.00	(115.00)	58.00	58.00
01	523 4100	Supplies	5,496.00	(5,496.00)	1,000.00	1,000.00
01	523 5120	Telephone	623.00	(623.00)	0.00	0.00
01	523 9100	Travel and Training	4,214.00	(4,214.00)	500.00	500.00
01	523 13500	Environmental Changes	10,000.00	(10,000.00)	0.00	0.00
01	490 7554	Reimbursement - DSRIP Community Health	(85,840.00)	85,840.00	(45,000.00)	(45,000.00)
Amendment Total			2,855.00	(2,855.00)	0.00	0.00

Justification/Explanation for change:

To Amend Budget for Approval of Contract by DSRIP UT Health Community Health Program Ending on September 30, 2018.

Dept Head Requesting Change Mark W. Milum Date 5/22/18
 Approved: Mark W. Milum Date 5/22/18
 Mark W. Milum, City Manager
 Director of Finance Pablo A. Garza Date 5/22/18
 Polo Narvaez, Mayor

5-22-2018 09:08 AM

CITY OF LOS FRESNOS
EXPENDITURES REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2017

PAGE: 27

01 -GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>99-MISCELLANEOUS & CONTIN</u>						
01-521-99110 CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00
01-521-99999 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL 99-MISCELLANEOUS & CONTIN	0	0.00	0.00	0.00	0.00	0.00
 TOTAL 21-CITY PROMOTION	 4,500	 1,500.00	 1,500.00	 0.00	 3,000.00	 33.33
<u>23-DSRIP-COMMUNITY HEALT</u>						
<u>01-SALARIES</u>						
01-523-01100 SALARIES EXPENSE	41,382	9,112.33	9,112.33	0.00	32,269.67	22.02
01-523-01105 ADMINSTRATIVE EXPENSE	15,000	0.00	0.00	0.00	15,000.00	0.00
01-523-01500 OVERTIME	200	235.46	235.46	0.00	(35.46)	117.73
TOTAL 01-SALARIES	56,582	9,347.79	9,347.79	0.00	47,234.21	16.52
<u>02-EMPLOYEE BENEFITS</u>						
01-523-02100 FICA EXPENSE	2,578	579.56	579.56	0.00	1,998.44	22.48
01-523-02105 MEDICARE EXPENSE	603	135.54	135.54	0.00	467.46	22.48
01-523-02106 HEALTH INSURANCE EXPENSE	5,000	545.88	545.88	0.00	4,454.12	10.92
01-523-02107 STATE UNEMPLOY TAX EXPENSE	540	5.51	5.51	0.00	534.49	1.02
01-523-02108 HEALTH INSURANCE-FAMILY	0	0.00	0.00	0.00	0.00	0.00
01-523-02150 TMRS EXPENSE	1,364	73.95	73.95	0.00	1,290.05	5.42
01-523-02160 WORKER'S COMP	1,580	245.56	245.56	0.00	1,334.44	15.54
01-523-02210 OTHER INSURANCE	115	4.40	4.40	0.00	110.60	3.83
TOTAL 02-EMPLOYEE BENEFITS	11,780	1,590.40	1,590.40	0.00	10,189.60	13.50
<u>04-SUPPLIES</u>						
01-523-04100 SUPPLIES	5,496	470.57	470.57	0.00	5,025.43	8.56
TOTAL 04-SUPPLIES	5,496	470.57	470.57	0.00	5,025.43	8.56
<u>05-UTILITIES</u>						
01-523-05120 TELEPHONE	623	51.81	51.81	0.00	571.19	8.32
TOTAL 05-UTILITIES	623	51.81	51.81	0.00	571.19	8.32
<u>09-TRAVEL & SCHOOL</u>						
01-523-09100 TRAVEL & TRAINING	4,214	15.84	15.84	0.00	4,198.16	0.38
TOTAL 09-TRAVEL & SCHOOL	4,214	15.84	15.84	0.00	4,198.16	0.38
<u>13-EQUIPMENT</u>						
01-523-13101 LEASE EXPENSE- BANK ONE	0	0.00	0.00	0.00	0.00	0.00
01-523-13500 ENVIRONMENTAL CHANGES	10,000	0.00	0.00	0.00	10,000.00	0.00
TOTAL 13-EQUIPMENT	10,000	0.00	0.00	0.00	10,000.00	0.00
<u>30-NON-SPECIFIC</u>						
01-523-30100 PRISONER EXPENSES	0	0.00	0.00	0.00	0.00	0.00
01-523-30115 ADMIN COST TRANS TO GEN FU	0	0.00	0.00	0.00	0.00	0.00
01-523-30120 TRANSFER TO DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00

Attachment: BUDGET AMENDMENT-COMM HEALTH 2018 (2606 : Budget Amendment)

5-22-2018 09:08 AM

CITY OF LOS FRESNOS
EXPENDITURES REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2017

PAGE: 28

01 -GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
01-523-30125 TRANSFER TO WATER/SEWER	0	0.00	0.00	0.00	0.00	0.00
01-523-30130 TRANSFER TO CDC	0	0.00	0.00	0.00	0.00	0.00
01-523-30135 TRANSFER TO GRANT GROUP	0	0.00	0.00	0.00	0.00	0.00
01-523-30140 TRANSFER TO CRIME PREVENTI	0	0.00	0.00	0.00	0.00	0.00
01-523-30150 TRANSFER TO LIBRARY BETTER	0	0.00	0.00	0.00	0.00	0.00
TOTAL 30-NON-SPECIFIC	0	0.00	0.00	0.00	0.00	0.00
 TOTAL 23-DSRIP-COMMUNITY HEALT	 88,695	 11,476.41	 11,476.41	 0.00	 77,218.59	 12.94
 =====	 =====	 =====	 =====	 =====	 =====	 =====
 24-MENTAL TASK FORCE PRO						
=====						
 01-SALARIES						
01-524-01100 SALARIES EXPENSE	41,946	3,462.03	3,462.03	0.00	38,483.97	8.25
01-524-01500 OVERTIME	4,195	199.19	199.19	0.00	3,995.81	4.75
TOTAL 01-SALARIES	46,141	3,661.22	3,661.22	0.00	42,479.78	7.93
 02-EMPLOYEE BENEFITS						
01-524-02100 FICA EXPENSE	2,861	226.10	226.10	0.00	2,634.90	7.90
01-524-02105 MEDICARE EXPENSE	669	52.88	52.88	0.00	616.12	7.90
01-524-02106 HEALTH INSURANCE EXPENSE	7,009	545.88	545.88	0.00	6,463.12	7.79
01-524-02107 STATE UNEMPLOY TAX EXPENSE	270	0.00	0.00	0.00	270.00	0.00
01-524-02108 HEALTH INSURANCE-FAMILY	0	0.00	0.00	0.00	0.00	0.00
01-524-02150 TMRS EXPENSE	1,513	61.87	61.87	0.00	1,451.13	4.09
01-524-02160 WORKER'S COMP	978	94.82	94.82	0.00	883.18	9.70
01-524-02210 OTHER INSURANCE	58	4.40	4.40	0.00	53.60	7.59
TOTAL 02-EMPLOYEE BENEFITS	13,358	985.95	985.95	0.00	12,372.05	7.38
 09-TRAVEL & SCHOOL						
01-524-09100 TRAVEL & TRAINING	0	0.00	0.00	0.00	0.00	0.00
TOTAL 09-TRAVEL & SCHOOL	0	0.00	0.00	0.00	0.00	0.00
 99-MISCELLANEOUS & CONTIN						
01-524-99100 OTHER EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL 99-MISCELLANEOUS & CONTIN	0	0.00	0.00	0.00	0.00	0.00
 TOTAL 24-MENTAL TASK FORCE PRO	 59,499	 4,647.17	 4,647.17	 0.00	 54,851.83	 7.81
=====	=====	=====	=====	=====	=====	=====
 25-STEP GRANT						
=====						
 01-SALARIES						
01-525-01100 SALARIES EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL 01-SALARIES	0	0.00	0.00	0.00	0.00	0.00
 02-EMPLOYEE BENEFITS						
01-525-02100 FICA EXPENSE	0	0.00	0.00	0.00	0.00	0.00
01-525-02105 MEDICARE EXPENSE	0	0.00	0.00	0.00	0.00	0.00

Attachment: BUDGET AMENDMENT-COMM HEALTH 2018 (2606 : Budget Amendment)

PAY*		DEPT #		CODE		DEPARTMENT		POSITION		FTE**		RATE***		FIVE YEAR-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
02 S		H		ADMINISTRATION		CITY MANAGER		CITY MANAGER		1/2		3,651.82		FYE 2016-17		BASE		0%		ADJUSTED BASE		PHONE		TRAVEL		CERTIFICATI		ON		UNIFORMS		OVERTIME		STONE		GARDEN-		OVERTIME		PER RATES		1.20%		1.45%		3.28%		1.07		6.20%		1.20%		3.00%	
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SERVICES AGREEMENT

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

RECITALS

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

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

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

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

Staff, Equipment, and Training

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

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

Participation in Program Meetings

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

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

Program Implementation

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

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

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

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

Tracking Participant Data and Program Information

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

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

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

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

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

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

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

Contractor must demonstrate fulfillment of these services to receive payment.

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

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

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

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

To University:

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

To Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

By: Mark W. Milan
Signature

Mark W. Milan
Typed Name

City Manager
Title

2/13/18
Date

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: Chevonne Thornton
Signature (Authorized Purchasing Agent)

Chevonne Thornton
Typed Name

Buyer II
Title

3.12.18
Date

862583
PO Number

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2605)

DOC ID: 2605 A

Approval or rejection of a budget amendment for the General Fund for the 2017-2018 Fiscal Year.

There was a calculation error when the budget was done for IT. It was calculated at 1/2. This will correct that.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: 01- General Fund

BUDGET AMENDMENT #

DEPARTMENT: 528 - IT

DATE POSTED:

[illegible]

Justification/Explanation for change:

Budget was approved by \$5,915 instead of 50% or \$11,830 of the entire salary. The total salary is \$23,660.

Approved:	<u>Mark W. Milum</u>	Dept Head Requesting Change	<u>5/22/18</u>	Date
	<u>Mark W. Milum</u>	Mark W. Milum, City Manager	<u>5/22/18</u>	Date

Pablo A. Garza, Director of Finance	Date
Polo Narvaez, Mayor	Date

CITY OF LOS FRESNOS
PROPOSED **GENERAL FUND** BUDGET
FISCAL YEAR ENDING SEPTEMBER 30, 2018

		FY 2015-2016	FY 2016-2017		FY 2017-2018	
		ACTUAL	APPROVED BUDGET	PROJECTED	PROPOSED	PERCENTAGE INCREASE
STORMWATER EXPENDITURES						
DEPARTMENT 13						
513-04100	OFFICE SUPPLIES	379	1,000	500	1,000	0%
513-09100	TRAVEL EXPENSE	330	1,000	330	500	-50%
513-10100	DUES & MEMBERSHIPS	12,127	12,127	13,392	13,500	11%
TOTAL DEPARTMENT EXPENDITURES		12,836	14,127	14,222	15,000	-39%
CITY PROMOTION EXPENDITURES						
DEPARTMENT 21						
521-30120	4TH OF JULY EXPENSES	4,500	4,500	4,500	4,500	0%
TOTAL DEPARTMENT EXPENDITURES		4,500	4,500	4,500	4,500	0%
INFORMATION TECHNOLOGY DEPARTMENT						
DEPARTMENT 28						
528-01100	INFORMATION TECHNICIAN SALARY	11,061	-	-	5,915	0%
528-01500	OVERTIME SALARY EXPENSE	-	-	-	-	0%
528-02100	PAYROLL TAXES FICA	654	-	-	367	0%
528-02105	PAYROLL TAXES MEDICARE	153	-	-	86	0%
528-02106	HEALTH INS EXP	167	-	-	1,752	0%
528-02107	PAYROLL TAXES TWC	54	-	-	135	0%
528-02150	TMRS RETIREMENT EXPENSE	118	-	-	194	0%
528-02160	WORKMAN'S COMPENSATION INSURANCE	57	-	-	144	0%
528-02210	OTHER INSURANCE	31	-	-	14	0%
528-02220	PROFESSIONAL SERVICE-IT	-	11,240	11,240	-	-100%
528-05120	TELEPHONE	300	-	-	-	0%
528-13500	CAPITAL OUTLAY	7,421	-	-	-	0%
528-14000	HARDWARE	6,584	11,000	11,000	12,500	14%
528-14010	SOFTWARE	927	900	900	1,200	33%
528-14030	NETWORK	1,974	3,000	3,000	3,410	14%
TOTAL DEPARTMENT EXPENDITURES		29,501	26,140	26,140	25,717	-2%

Attachment: BUDGET AMENDMENT-IT 2018 (2605 : Budget Amendment)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2622)

DOC ID: 2622 A

**Consideration and ACTION to approve a budget amendment
to fund the paving of Rodeo Drive.**

This was approved by the Council at the April meeting. This is the corresponding budget amendment.

I recommend approval.

DATE POSTED:

Attachment: BUDGET AMENDMENT- PAVING RODEO DRIVE (2622 : Budget Amendment)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 04/10/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

ADOPTED

ACTION ITEM (ID # 2556)

DOC ID: 2556 A

Discussion and possible ACTION for the paving of a portion of Rodeo Drive.

As you know we need to pave Rodeo Drive at some point in the future. If you will remember the City, Fire Department, EMS and Rodeo all agreed to give 30 feet for the street right-of-way but no one had the funds to pave it. As we get closer to construction and the Fire Department and EMS get closer to actually moving to their new facility in 2 or 3 months, it becomes more critical to have the street. The Fire Department and EMS received prices from Pederson Construction to pave part of Rodeo Drive. The prices are based on the same costs that the City and Developer agreed to on the paving and work on Veterans Memorial Drive on the east side of the new city hall property. They are asking if the City will pay to pave from Ocean Boulevard (Highway 100) to the south property line. The cost for the City to do this would be \$99,779.50. The Fire Department and the EMS will pay to pave it from that point to just past their drive which will cost them about \$80,000. This will leave 500 to 550 feet of street that will not be done at this time with a cost of about \$100,000. The Fire Department and the EMS do not have funds to continue it to the end of their property. The Rodeo Committee does not have any funds for paving. Naturally the question becomes how do we pay for this. Last year we had excess funds left over of approximately \$213,864. That puts us at 32% or 117 days of operations. Our goal is to maintain 25% or 90 days of operations. Do this project would still leave us at 29% or 107 days of operations. The cost will only go up. Due to the fact that Pederson Construction is already working there and doing the rest of the work makes it even more cost effective. We would have an interlocal agreement with the Los Fresnos Fire Department to get this done since they are the ones that already have work going on with them.

I recommend approval.

COMMENTS - Current Meeting:

Mr. Milum began by reminding the council that the city made an arrangement with the developer to pave Veterans Memorial Drive as part of the development of Feather Ridge Subdivision. The city paid half of the cost and the developer paid the other half of the cost. This helps the city have access to the new city hall. The proposed new street on the west side between the city hall and the rodeo grounds which is Rodeo Drive, currently has no funding for paving at this time. Los Fresnos Fire Department is asking the city to pay to pave from highway 100 to the south property line of the city. The Los Fresnos Fire Department will pay to pave from that point past their drive.

Mr. Mendez asked if he had a map he could present. Mr. Milum presented a site plan for the council to view.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2607)

DOC ID: 2607 A

Consideration and ACTION to approve a Memorandum of Understanding between the City of Los Fresnos and South Texas ISD regarding the use of the parking lot at Memorial Park.

South Texas ISD would like to utilize the parking area at Memorial Park to pick up students. Mostly it is a drop off and pick up situation. Once in a while a few cars may be there during the day but that is when the park is not busy anyway so it does not become a problem. These are Los Fresnos area residents, parents and students that will be able to utilize this service. I have visited with the School District and they are great with the City being able to do this.

I recommend approval.

Memorandum of Understanding (MOU)

This memorandum of understanding (herein referred to as “**MOU**”) made on this the ____ day of June 2018 will serve as an agreement between the City of Los Fresnos and the **South Texas Independent School District**, herein referred to as “**South Texas ISD**” regarding **South Texas ISD’s** use of the parking lot of Memorial Park facilities located on 900 N. Arroyo Blvd. Los Fresnos, Tx. 78566.

1. Background

This **MOU** establishes the terms and conditions under which **South Texas ISD** may use the parking lot facilities located on 900 N. Arroyo Blvd. Los Fresnos, Tx. 78566. Attachment A shall describe the dates and times the facility is to be utilized by **South Texas ISD**.

2. Purpose

City of Los Fresnos agrees to allow use of said facility to **South Texas ISD** for the purpose of providing transportation for South Texas ISD students and using the parking lot facilities as a stop.

3. Scope

This scope of this agreement refers to facility use as described in Section 1: Background. If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This agreement shall be in effect from September 1, 2018 to August 31, 2019. Both parties, if so desired, may review and execute an additional annual **MOU** describing the terms and conditions. If both parties are unable to execute an agreement, then **South Texas ISD** must cease using facilities until an agreement can be executed.

4. Duties

(a) **South Texas ISD** may use said facility as a boarding and de-boarding location for its transit system. Vehicles may park in the designated areas, as described in Attachment B in order to board and alight passengers. South Texas vehicles will not remain at said location overnight.

(b) **South Texas ISD** agrees that it will assume all responsibility of their vehicles and shall not hold the City of Los Fresnos, its employees, officials or its affiliates liable for any and all damages.

(c) Any act related to the operation and maintenance of **South Texas ISD** equipment and supplies, such as movement of vehicles, must be performed by **South Texas ISD** personnel.

(d) **South Texas ISD, its employees, agents,** staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe, or otherwise illegal or unethical behavior while on the City of Los Fresnos property.

(e) **South Texas ISD,** its employees, agents, staff and any person acting on its behalf shall not modify the City of Los Fresnos facilities in any way. Facilities will be left in exactly the same condition in which they are encountered.

(f) **South Texas ISD's** use of the parking lot facilities must not in any way interfere with the normal operations of the City of Los Fresnos –Memorial Park.

5. Contact Person

For the purposes of this agreement, **South Texas ISD** will coordinate with Mark Milum, City Manager.

6. Notice

South Texas ISD shall provide notice of its schedules and times of pick-up/drop-off of students, names and photos of drivers and other individuals who will have access to the facility. Any change, bussing schedule, or any other important changes must be given at least two (2) weeks in advance. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

City of Los Fresnos assumes no liability for any lost, damaged, or stolen property. **South Texas ISD** assumes all risk in using the parking lot facilities and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with ninety (90) days notice, in writing, to the other party.

9. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

10. Authority

We the undersigned hereby attest we have authority on behalf of the City of Los Fresnos and the **South Texas Independent School District**, respectively, to execute and abide by this agreement.

EXECUTED, in duplicate, on this _____ day of June 2018, in Cameron County, Texas.

City of Los Fresnos
Memorial Park
900 N. Arroyo Blvd.
Los Fresnos, Texas 78566

Mark Milum, City Manager

South Texas Independent School District

BY: _____
Marla M. Guerra
Superintendent of Schools

Attachment: SOUTH TX ISD MOU 2018 (2607 : MOU-South Texas ISD)

ATTACHMENT A
2018-2019 Schedules

Morning Schedule M-F

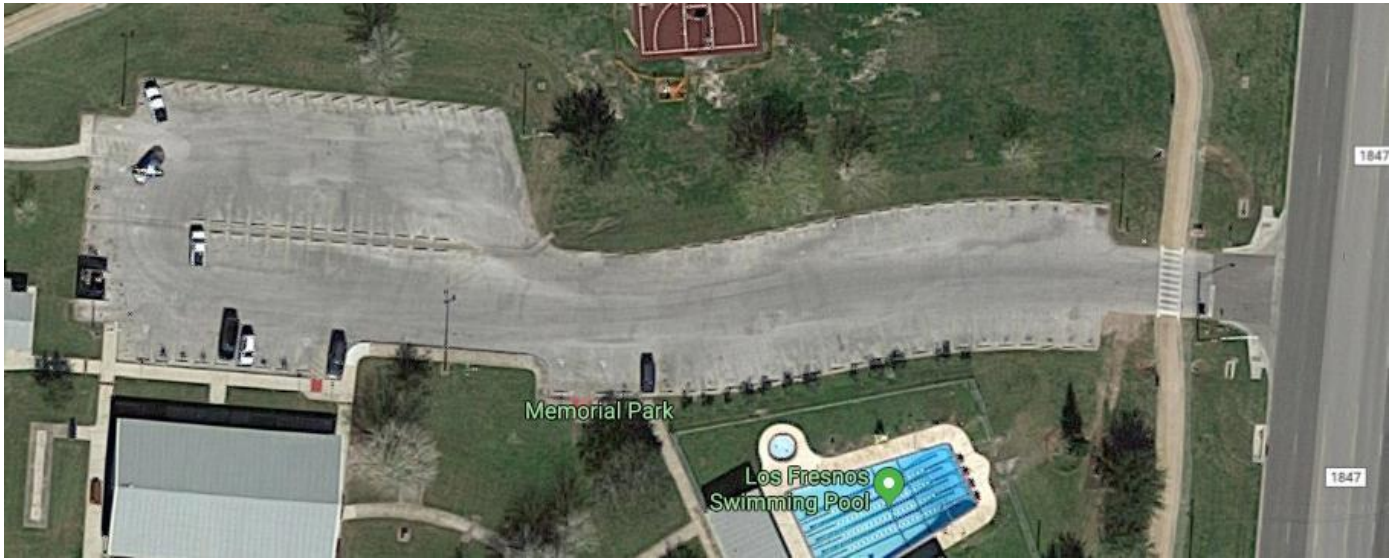
Campus	Departure Time
Edinburg	6:20 a.m.
Mercedes	7:05 a.m.
Olmito	7:30 a.m.
San Benito	7:10 a.m.

Afternoon Schedule M-F

Campus	Arrival Time
Edinburg	5:50 p.m.
Mercedes	5:10 p.m.
Olmito	4:50 p.m.
San Benito	5:10 p.m.

ATTACHMENT B

SITE LAYOUT



Attachment: SOUTH TX ISD MOU 2018 (2607 : MOU-South Texas ISD)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2608)

DOC ID: 2608 A

Consideration a ACTION to approve an Inter local Agreement between the City of Los Fresnos and the University of Texas Rio Grande Valley in which the City can participate in the Stormwater Regional Task Force.

This is the renewal agreement between the City and UTRGV for the Stormwater Regional Task Force we have been part of for several years. It works really well with UTRGV overseeing the Stormwater and having many Cities involved to share in the knowledge. Raul Garcia and Agustin Lopez both do a terrific job handling this as part of their duties under the direction of Carlos Salazar in the Public Works Department. We regularly budget for this every year.

I recommend approval.

INTERLOCAL AGREEMENT
by and between CITY OF LOS FRESNOS
and
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
for Representative Appointment to Regional Task Force
Agreement #CE-2018-011

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **CITY OF LOS FRESNOS** (hereafter referred to as “**CITY**”), a **home-rule municipality** and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereafter referred to as “**UTRGV**”), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

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

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on **6/15/18**, will be effective for exactly one

(1) calendar year, and will terminate **06/14/19**, unless extended according to section 2.02 of this Agreement.

- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **UTRGV**, this Agreement may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay to **UTRGV** a Task Force membership contribution of **\$11,992.00**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **UTRGV** and delivered to the address indicated in Section 5.01 of this Agreement. Payment must be made within fourteen (14) days after execution of this Agreement. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **UTRGV**, may result in this Agreement terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide one representative to the Task Force. Such representative must be chosen by majority vote of the City Council, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **UTRGV**.
 - B. The **CITY**'s representative will serve a term not to exceed one (1) calendar year or past December 31st, whichever occurs first, but may be reappointed by the **CITY** through written notification for an additional one (1) year term.
 - C. The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the Task Force. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the Task Force. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.
 - D. The **CITY**'s representative will act as the liaison between the **CITY** and the Task Force, apprising each entity of the other's objectives. The representative will brief the City Council, or other municipal entity responsible for Task Force participation, a minimum of once quarterly.
 - E. Each **CITY** having representation on the Task Force will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.

- F. The **CITY** may make recommendations to the Regional Task Force regarding the fee assessment, expenditures, or other financial matters; however, the Task Force is not bound by such recommendations.

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

- A. **UTRGV** will assign representation to the Task Force.
- B. **UTRGV** will formulate and facilitate the bylaws, policies, rules and procedures by which the Task Force will be governed. **UTRGV** will provide **CITY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **UTRGV** will formulate and propose to the Task Force, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **UTRGV** will assist with educational outreach, training, and information to facilitate compliance.
- D. **UTRGV** will provide assistance with research and educational services and technical support to the Task Force, and for any adopted methods and approaches for compliance. **UTRGV** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- E. **UTRGV** will manage the Task Force administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- F. The Task Force will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the Task Force, **UTRGV** will assist with the financial management and policy of the Task Force.
- G. **UTRGV** will assist the Task Force with the management of any funding acquired by the Task Force. This does not apply to the funding provided by this interlocal agreement. The management of Task Force funding will adhere to the by laws of the organization.
- H. Membership fees paid to **UTRGV** will be earmarked in a separate **UTRGV** account for use only by **UTRGV** for the Task Force. Any unappropriated funds will be carried over.
- I. Membership fees paid to **UTRGV** will be utilized by **UTRGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.

- J. **UTRGV** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, and professional memberships, to support outreach events, and for sponsorships for environmental and educational events.
- K. **UTRGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- L. **UTRGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **UTRGV**.

4.03 *SWMP Implementation:* **UTRGV** will support the **CITY** in implementing a portion of its SWMP by providing assistance with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

SECTION 5 MISCELLANEOUS

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

CITY:

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

UTRGV:

The University of Texas Rio Grande Valley
College of Engineering & Computer Science
Civil Engineering Department
Javier Guerrero, E.I.T, MS
Director of Water Studies
1201 W. University Dr.
Edinburg, TX 78539
Javier.Guerrero@utrgv.edu
(956) 665-3510 – office
(956) 929-7189 - cell

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

handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

- 5.12** Dispute Resolution: Any dispute between **CITY** and **UTRGV** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by **CITY** should be addressed to **Patricia M. Alvarez McHatton, PhD**, Vice President for Academic Affairs, **UTRGV**.

EXECUTED the _____ day of _____, 2018, by **CITY**, by its duly authorized agent.

“CITY”
CITY OF LOS FRESNOS

By: _____
Polo Narvaez
Mayor

Attest By: _____
Jacqueline Moya
City Secretary

EXECUTED the _____ day of _____, 2018, by **UTRGV**, by its duly authorized officer.

“UTRGV”
UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Patricia M. Alvarez McHatton, PhD
Vice President for Academic Affairs

RECOMMEND APPROVAL:

Javier Guerrero, E.I.T., MS
Principal Investigator
Director of Water Studies
Department of Civil Engineering

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2617)

DOC ID: 2617 A

**Consideration and ACTION to approve the Audit Report for
the 2016-2017 fiscal year.**

Quentin Anderson and Amanda Molina from Carr, Riggs, & Ingram will present the audit report and information for Fiscal Year 2016-2017.

I recommend approval.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2619)

DOC ID: 2619 A

Consideration and ACTION to approve waiving building permit fees, inspection fees and water and wastewater connection fees for the new city hall as well as water and wastewater usage fees during construction of the new city hall.

It is the practice of most cities to wave fees that the city charges for building permits, inspections, connection fees since we are just paying to ourselves. This drives up the cost of the construction. When bids are done a contractor will put those fees in the bid and mark them up for profit as well as for the time it takes them to get them. We want bids to be as low as possible.

I recommend approval.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Bid
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2621)

DOC ID: 2621 A

**Consideration and ACTION to approve the bid specifications
and bid documents for constructing the new city hall.**

We will deliver the documents to you for review. The file is too large to include.

I recommend approval.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2610)

DOC ID: 2610 A

City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Building Inspections K. Underground Canal L. Sport Park M. Dog Park N. Development and Annexation Plans O. Update Planning & Zoning Ordinance P. Economic Development

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

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

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

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

E. Nature Park - Work continues for phase 2. It is looking very good. We are working on phase 3 so we can expend the rest of the funds from TPW which is about \$171,000.

F. Hike & Bike Trails - Halff Associates is waiting to complete the final design as soon as the environmental clearance is done through TxDOT. We have \$700,000 in grant funds to work with. We are hoping this will be ready to go by the end of June.

G. CDBG 2017-2018 Grant - This is to upgrade drainage on Ash Street, Ebony Street and Pecan Street along the canal as well as on East Sixth Street and Ebano Street. It also includes placing the drainage underground along Olmo Street from Eight Street to Tenth Street as funding is available. Hanson Professional Services was selected by the Council to do the work and has begun. They hope to have documents ready to bid by late summer.

H. Henderson Road Project - Ambiotec provided me with exhibits so I can utilize them to meet with each property owner to work out an agreement with them if possible. Henry completed the legal documents for each property. I have sent information to each property owner and have heard back from a few. I will continue to pursue. As soon as I get all of them done we can request bids. The environmental clearance has been approved by all agencies. Unfortunately some of the requirements may cause the project cost to increase.

I. City Hall Project - The final specs should be ready by our July meeting so the Council can approve to begin the bidding process.

J. Building Inspections - We have receive 3 or 4 applications but not of them have the certifications needed. I will advertise the position again.

K. Underground Canal - Bayview Irrigation District is not in a position to pursue at this time. They will get back to us at a later time.

L. Sports Park - The Rodeo Committee is working with the County and Drainage District to see how the crossing can be done. It will cost about \$175,000.

M. Dog Park - I don't have any updates. I gave the manager of Wal-Mart a diagram to show our idea along with a copy of the prices it would take for the different items needed. He has meet with his supervisors and they are considering it. He found out that this has been done in other places so there might be a possibility to model after that.

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

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

P. Economic Development - Retail Coach is working on documents about the City and available property so they can begin the actual recruitment. This should be done in a few weeks. I'll have information to share.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2611)

DOC ID: 2611 A

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

Call with questions.

I recommend approval.



Fund 01 - General Fund

Financial Summary

Budget Target

66.67%

	<u>Current</u>		<u>Total</u>					
<u>Revenues</u>	<u>Budget</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>Budget Balance</u>	<u>April</u>	<u>May</u>	<u>% YTD</u>	
Property Taxes	\$ 1,435,982	\$ 1,391,663.65	\$ -	\$ 44,318.35	\$ (158,040.16)	\$ 30,008.40	96.91%	
Nonproperty Taxes	1,326,023	916,522.17	-	409,500.83	97,634.53	140,361.86	69.12%	
Police	518,600	422,857.67	-	95,742.33	61,079.15	46,504.27	81.54%	
Health	9,050	5,385.50	-	3,664.50	630.00	1,052.50	59.51%	
Garbage	133,000	124,297.93	-	8,702.07	10,740.17	68,128.23	93.46%	
Parks	35,500	27,227.63	-	8,272.37	-	4,722.00	76.70%	
Library	13,000	8,290.59	-	4,709.41	1,222.40	-	63.77%	
Misc Revenue	25,000	19,498.42	-	5,501.58	684.15	17,043.68	77.99%	
Reimbursables	249,841	212,610.22	-	37,230.78	83,685.52	57,168.92	85.10%	
Total Revenue	\$ 3,745,996	\$ 3,128,353.78	\$ -	\$ 617,642.22	\$ 97,635.76	\$ 364,989.86	83.51%	
<u>Expenditures</u>								
Administration	\$ 396,501	\$ 281,456.43	\$ 3,336.58	\$ 111,707.99	\$ 33,157.20	\$ 76,650.49	70.99%	
Municipal Court	\$ 200,758	129,501.01	1,130.58	\$ 70,126.41	25,759.55	12,906.13	64.51%	
Tax Assessor Collector	\$ 33,083	25,549.38	0.00	\$ 7,533.62	298.77	126.67	77.23%	
Elections	\$ 13,500	63.80	0.00	\$ 13,436.20	-	-	0.47%	
Police	\$ 1,496,817	856,699.85	10,889.48	\$ 629,227.67	147,057.93	97,045.00	57.23%	
Fire	\$ 166,150	65,059.51	0.00	\$ 101,090.49	2,137.94	466.82	39.16%	
Engineering	\$ 80,150	45,713.13	0.00	\$ 34,436.87	(1,182.50)	937.50	57.03%	
Health	\$ 135,836	61,998.99	468.32	\$ 73,368.69	7,899.76	4,696.17	45.64%	
Emergency Medical Serv	\$ 181,300	86,312.44	0.00	\$ 94,987.56	987.90	23.74	47.61%	
Garbage	\$ 4,250	62.60	0.00	\$ 4,187.40	62.60	-	1.47%	
Storm Water	\$ 15,000	1,564.53	0.00	\$ 13,435.47	1,000.00	410.00	10.43%	
Streets	\$ 229,882	152,818.61	4,799.66	\$ 72,263.73	21,922.31	14,128.72	66.48%	
Parks	\$ 303,901	210,067.51	2,603.24	\$ 91,230.25	10,864.26	11,385.94	69.12%	
Library	\$ 170,876	103,411.85	6,287.20	\$ 61,176.95	19,671.40	10,598.53	60.52%	
Community Center	\$ 13,598	5,792.89	0.00	\$ 7,805.11	309.48	994.51	42.60%	
Emergency Management	\$ 42,310	21,465.15	15,467.00	\$ 5,377.85	1,013.70	3,673.64	50.73%	
All Department Expense	\$ 14,600	5,531.66	0.00	\$ 9,068.34	213.22	-	37.89%	
City Promotion	\$ 4,500	3,000.00	0.00	\$ 1,500.00	-	-	66.67%	
DSRIP-Community Health	\$ 88,695	81,044.73	0.00	\$ 7,650.27	15,625.54	12,483.96	91.37%	
Mental Task Force Program	\$ 59,499	38,264.49	0.00	\$ 21,234.51	6,959.95	4,443.90	64.31%	
Information Technology	\$ 25,717	21,881.09	0.00	\$ 3,835.91	2,029.32	1,671.27	85.08%	
Transfers	\$ 69,070	-	0.00	\$ 69,070.00	-	-	0.00%	
Total Expenditures	\$ 3,745,993	\$ 2,197,259.65	\$ 44,982.06	\$ 1,503,751.29	\$ 295,788.33	\$ 252,642.99	58.66%	
Revenue Over/Under Expenditures	\$ 3	\$ 931,094.13	\$ (44,982.06)	\$ (886,109.07)	\$ (198,152.57)	\$ 112,346.87		

Attachment: FINANCE REPORT MAY 2018 (2611 : Financial Report)

CHECKLIST FOR				MAY 2018
GENERAL FUND				
CK#	VENDOR NAME	Inv.Date	Amount	Description
138	CITY OF L.F. PAYROLL ACCT	05/03/18	\$ 66,282.21	DUE TO PAYROLL #16 5/4/18
147	CITY OF L.F. PAYROLL ACCT	05/17/18	\$ 66,328.76	DUE TO PAYROLL #17 5/18/18
150	CITY OF L.F. PAYROLL ACCT	05/31/18	\$ 73,434.94	DUE TO PAYROLL #18 6/1/18
32422	GENE DANIELS	05/07/18	\$ 70.63	MILEAGE-JUDGE SEMINAR-SPI 5/8-5/10/18
32423	BIBI GARZA	05/11/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER
32424	DAVID RAUSCHENBACH JR	05/11/18	\$ 1.00	OVERPAYMENT-E0006585
32425	GILBERT ORNELAS	05/11/18	\$ 2.00	OVER PAYMENT-E0012483
32426	RAMONA BARRETO	05/11/18	\$ 60.00	OVER PAYMENT-E0014002
32427	AIM MEDIA	04/30/18	\$ 375.00	ADVERTISING-BUILDING INSPECTOR
32428	ALLIED WASTE SERVICES	04/30/18	\$ 62.60	1 WASTE CONTAINER-100 RODEO DRIVE-FIRE DEPT
32429	ALLIED WASTE SERVICES	04/30/18	\$ 50,381.25	RE:SOLID WASTE & BRUSH COLLECTION
32430	AMSTERDAM PRINTING	04/28/18	\$ 472.04	CITY OF LOS FRESNOS-IMPRINTED PENS
32431	AT&T	04/17/18	\$ 1,240.29	PHONE SERVICE-CITY HALL/PD/COURT/POOL/LIBRA
32432	BEST BUY	05/03/18	\$ 969.98	IPAD-KEYBOARD-PD ADMIN ASSISTANT
32433	BIANCA RAMIREZ	05/09/18	\$ 165.00	PER DIEM-2018 HURRICANE CONFERENCE-SAN ANT
32434	CAMERON COUNTY CLERKS	05/03/18	\$ 40.00	RECORDING FEES-RELEASE OF LIEN
32435	CARR, RIGGS, & INGRAM	04/29/18	\$ 950.00	AUDIT SERVICE-YEAR END 9/30/17
32436	CHARLIE BANDA	05/09/18	\$ 165.00	PER DIEM-2018 HURRICANE CONFERENCE-SAN ANT
32437	CINTAS CORPORATION	04/17/18	\$ 163.27	MEDICAL SUPPLIES-POLICE DEPT
32438	CITY OF LOS FRESNOS	04/20/18	\$ 885.87	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/E
32439	CITY OF LOS FRESNOS	04/20/18	VOID	VOIDED CHECK-CONTINUED
32440	DAHILL INDUSTRIES	04/27/18	\$ 44.51	COPIER MAINTENANCE-METER READING-LIBRARY
32441	DAVID RODRIGUEZ	05/09/18	\$ 200.00	PER DIEM-INTERMEDIATE COLLISION INVESTIGATIO
32442	DIRECT ENERGY	03/29/18	\$ 10,302.58	ELEC-STREETS/LIB/B&G CLUB/CITY HALL/PD/PARKS
32443	DIRECT ENERGY	03/29/18	VOID	VOIDED CHECK-CONTINUED
32444	EMBLEM ENTERPRISES	04/12/18	\$ 1,399.97	UNIFORM PATCHES/CAPS/STRIPING
32445	EVANGELINE SPECIALTIES	04/20/18	\$ 440.00	AMBER PAVEMENT MARKERS/ADHESIVE
32446	FEDERAL EXPRESS	04/17/18	\$ 91.63	DELIVERY-APPLIED CONCEPTS
32447	FUELMAN	VARIOUS	\$ 2,004.76	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHIC
32448	GENE DANIELS	05/01/18	\$ 1,850.00	MAY 2018-JUDGE/PHONE STIPEND
32449	GERONIMO SHELTON	05/01/18	\$ 451.00	MAY 2018-FIRE MARSHAL
32450	GOVERNMENT FINANCE OFFICE	04/27/18	\$ 370.00	CAFR PROGRAM-FY 2017
32451	HANSON PROFESSIONAL	05/08/18	\$ 12,644.71	ENGINEERING-NATURE PARK/TXDOT SIDEWALKS/PL
32452	HECTOR GONZALEZ	05/09/18	\$ 2,550.15	HOTEL/PARKING/PERDIEM-HURRICAN CONFERENCE
32453	HECTOR'S MUFFLER	05/08/18	\$ 95.00	WELDING-MUD FLAP RD-162
32454	HERNANDEZ INSTALLATION	05/01/18	\$ 135.00	REMOVE/INSTALL RADAR SYSTEM SENT IN FOR REF
32455	HILLYARD	04/18/18	\$ 426.70	CLEANING SUPPLIES-CITY BUILDINGS
32456	HOME DEPOT	VARIOUS	\$ 605.46	BATHROOM REPAIR KITS/WEEDWACKER REPAIR KIT
32457	JACQUELINE MOYA	05/09/18	\$ 69.16	MILEAGE-TMRS CITY CORRESPONDENT CLASS-ALT
32458	JAVIER GARCIA	05/08/18	\$ 50.00	PER DIEM-BAILIFF/WARRANT OFFICER SEMINAR 5/1
32459	JOSE CERDA	05/08/18	\$ 595.45	HOTEL/PER DIEM-INTERMEDIATE COLLISION COURSE
32460	JUAN RODRIGUEZ	05/09/18	\$ 165.00	PER DIEM-2018 HURRICANE CONFERENCE-SAN ANT
32461	LEXIS NEXIS	04/30/18	\$ 100.00	PEOPLE SEARCH PROGRAM
32462	LOS FRESNOS CHAMBER OF COM	05/01/18	\$ 2,850.00	MAY 2018-SERVICE AGREEMENT
32463	LOS FRESNOS NEWS	VARIOUS	\$ 361.00	ADS-HEALTH MATTERS/CONDEMNATION HEARING/C
32464	LUIS RAMOS	04/30/18	\$ 5,817.50	APRIL 2018-CUSTOMER SERVICE INSPECTIONS
32465	MAX TORRES	04/30/18	\$ 316.00	CLEANING OF CITY VEHICLES
32466	MCDONALD'S	04/30/18	\$ 44.00	APRIL 2018-PRISONER MEALS
32467	MUNICODE	04/26/18	\$ 798.68	ORDINACE SUPPLEMENTS
32468	PABLO GARZA	05/08/18	VOID	VOIDED CHECK- DIDN'T ATTEND-MILEAGE-STORMW
32469	PAMELA DENNY	05/01/18	\$ 500.00	MAY 2018-CONTRACT SECRETARY
32470	PETTY CASH	VARIOUS	\$ 139.64	FRUIT-CITY HALL EMPLOYEES/SUPPLIES-PD/LIBRAR
32471	PROFESSIONAL PRINTING	04/26/18	\$ 510.00	BUISNESS CARDS/ PROPERTY FORMS/CHIEFS STAM
32472	PROTECTION ONE	04/19/18	\$ 57.99	RECHARGE FIRE EXTINGUISHER #5
32473	SAFARILAND, LLC	04/24/18	\$ 458.86	REPLACEMENT PADS-FINGERPRINT SYSTEM
32474	SMARTCOM	05/01/18	\$ 102.50	INTERNET SERVICE-LIBRARY
32475	SOUTH PADRE ISLAND CHAMB	05/07/18	\$ 80.00	COUCIL SPI LUNCHEON-PUBLIC AFFAIRS
32476	SWANK MOTION PICTURES	05/02/18	\$ 1,620.00	MOVIE LICENSES FOR SUMMER FAM

32477	TEXAS EMERGENCY MANAG	04/05/18	\$ 800.00	REGISTRATION FEE-2018 HURRICANE CONFERENCE-S
32478	TX POLICE CHIEF ASSOCIATION	05/02/18	\$ 780.00	REGISTRATION FEE-BASIC INTERNAL AFFAIRS TRAINING
32479	TYLER TECHNOLOGIES	05/01/18	\$ 1,442.00	ANNUAL-BRAZOS E-CITATION MAINTENANCE
32480	CITY OF L.F. PAYROLL ACCT	05/17/18	VOID	VOIDED CHECK-PAYMENT METHOD ENTERED INCO
32481	GUILLERMO BALDERAS	05/25/18	\$ 8.00	OVER PAYMENT OF TICKET-101981
32482	JOSE LUIS TRONCOSO	05/25/18	\$ 50.00	RENTAL DEPOSIT REFUND LF MEMORIAL PARK 5/12
32483	MARIAH SANCHEZ	05/25/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER
32484	SAMANTHA SALDIVAR	05/25/18	\$ 100.00	OVER PAYMENT OF TICKET-113006
32485	WALTER HILL IV	05/25/18	\$ 54.00	OVER PAYMENT OF TICKET-E0012945
32486	AMAZON.COM	VARIOUS	\$ 570.40	PRINTER-ACCOUNTANT CLERK/HARD DRIVES-PD/IP
32487	ARCHER BUSINESS SYST	04/30/18	\$ 833.89	COLOR COPIES-PD/COPIER METER READING-CITY H
32488	AT&T MOBILITY	05/01/18	\$ 1,178.00	MOBILE PHONE SERVICE-CITY HALL/PD/COURT/COI
32489	CDC	05/25/18	\$ 35,666.77	TAX ALLOCATION END 5/8/18
32490	CINTAS	VARIOUS	\$ 297.45	MEDICAL SUPPLIES-CITY HALL/COMM. CENTER
32491	CITY OF BROWNSVILLE	05/18/18	\$ 36.00	USE OF SANITARY LANDFILL
32492	DELTA SPECIALTIES	05/04/18	\$ 1,582.52	18 MAIN INTERSECTION STREET SIGNS-W/CITY LOG
32493	DIAMOND EIGHT INDUSTRIES	VARIOUS	\$ 11,023.75	REPLACE ADA RAMPS/REPAIR POTHOLE-CALIFOR
32494	DIRECT ENERGY	04/29/18	\$ 10,833.37	ELEC-PARKS/STREETS/CITY HALL/LIBRARY/BOYS &
32495	DIRECT ENERGY	04/29/18	VOID	VOIDED CHECK-CONTINUED
32496	EDWARDS PEST MANAGEMENT	05/11/18	\$ 119.96	PEST CONTROL-CITY HALL/PD/LIBRARY/ANIMAL SHE
32497	FEDERAL EXPRESS	05/18/18	\$ 106.59	DELIVERY-APPLIED CONCEPTS
32498	FIRESTONE BFS	04/12/18	\$ 348.88	REPLACEMENT TIRES-D-163
32499	FOUR STAR DRIVE IN	04/30/18	\$ 148.00	APRIL 2018-PRISONER MEALS
32500	FUELMAN	VARIOUS	\$ 2,072.29	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEH
32501	GRANICUS	05/01/18	\$ 331.80	AGENDA/MINUTE-IQM2 MONTHLY SUBSCRIPTION
32502	HANSON PROFESSIONAL	04/21/18	\$ 500.00	ENGINEERING-MONTES CASTRO PARK
32503	HECTOR GONZALEZ	05/18/18	\$ 4.57	REIMBURSE-ADDITIONAL PARKING FEES-CONFERE
32504	HECTOR'S MUFFLER	VARIOUS	\$ 287.98	REPAIR ROTORS-PD UNIT/REPAIR PARK TOY GRASS
32505	HOME DEPOT	VARIOUS	\$ 481.88	SOAKER HOSES/SUPPLIES FOR ANIMAL SHELTER
32506	HRM USA, INC	05/16/18	\$ 570.00	BLOOD PRESSURE MONITOR- COMMUNITY HEALTH
32507	HUGHES NETWORK	05/04/18	\$ 112.41	SATELLITE INTERNET-EOC
32508	JOHN DEERE POWER PLANT	04/11/18	\$ 692.19	AC /PARTS FOR JOHN DEERE TRACTOR
32509	MAXIMINO TORRES	05/25/18	\$ 316.00	CLEANING-VEHICLES-PD/HEALTH/PARKS/STREETS
32510	O'REILLY AUTO	VARIOUS	\$ 69.29	APRIL 2018-SUPPLIES FOR MAINTENANCE
32511	OFFICE DEPOT	VARIOUS	\$ 537.38	OFFICE SUPPLIES-POLICE DEPT/PENS/USB CARDS/
32512	OFFICE DEPOT	VARIOUS	VOID	VOIDED CHECK-CONTINUED
32513	POPULAR SUBSCRIPTION	05/21/18	\$ 572.79	MAGAZINE SUBSCRIPTIONS-LIBRARY
32514	POPULAR SUBSCRIPTION	05/21/18	VOID	VOIDED CHECK-CONTINUED
32515	PROFESSIONAL PRINTING	05/16/18	\$ 420.00	PD SEAL STAMPS/WINDOW ENVELOPES W/ COURT
32516	PURCHASE POWER	04/30/18	\$ 484.29	MARCH/APRIL 2018-POSTAGE-COURT/PD/CITY HALL
32517	REGION STAFFING	VARIOUS	\$ 3,551.67	CONTRACT LABOR WEEKEND 4/22,4/29,5/13/18
32518	SAFETY VISION	05/07/18	\$ 219.95	BODY CAMERAL REPAIR-POLICE DEPT
32519	SANCHEZ TIRE	05/18/18	\$ 5.00	TIRE ROTATION-PD UNIT F-65
32520	SMARTCOM TELEPHONE	05/08/18	\$ 483.37	INTERNET SERVICE-CITY HALL/POLICE DEPT/COURT
32521	THE FLOWER GALLERY	05/18/18	\$ 115.00	FUNERAL FLOWERS-JUAREZ/MILUM
32522	UNIVERSITY OF TEXAS RGV	05/15/18	\$ 410.00	REGISTRATION-WATER QUALITY MANAGEMENT COI
32523	VEAE SERVICES	05/18/18	\$ 411.44	PHONE SERVICE-CITY BUILDINGS
32524	VISTA COM	05/10/18	\$ 1,288.00	NETWORK CARD TO RECORD PHONE LINES ON NEV
32525	WALMART STORES INC	05/25/18	\$ 112,168.45	YEAR 3 FINAL-380 AGREEMENT PAYMENT
32526	XEROX FINANCIAL	05/11/18	\$ 308.28	COPIER LEASE-LIBRARY
32527	ZARSKY LUMBER	04/30/18	\$ 574.19	APR 2018-SUPPLIES FOR MAINTENANCE/STREET AS
		TOTAL	\$ 503,464.89	



Fund 05 - Utility Fund

Financial Summary

Budget Target

66.67%

	<u>Current</u>		<u>Total</u>				
<u>Revenues</u>	<u>Budget</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>Budget Balance</u>	<u>April</u>	<u>May</u>	<u>% YTD</u>
Revenues	\$ 2,621,703	\$ 1,842,986.61	\$ -	\$ 778,716.39	\$ 251,548.39	\$ 213,943.97	70.30%
Miscellaneous Income	0	33,022.02	-	(33,022.02)	-	-	0.00%
Total Revenue	\$ 2,621,703	\$ 1,876,008.63	\$ -	\$ 745,694.37	\$ 251,548.39	\$ 213,943.97	71.56%
<u>Expenditures</u>							
Water Administration	\$ 524,541	\$ 363,442.11	\$ 2,738.95	\$ 158,359.94	\$ 70,959.03	\$ 5,618.17	69.29%
Information Technology	17,162	10,940.52	-	6,221.48	1,014.66	835.63	63.75%
Water Supplies	104,900	74,629.63	4,588.78	25,681.59	17,280.02	1,269.11	71.14%
Maintenance of Water Structure	9,200	5,531.78	351.08	3,317.14	2,468.81	197.07	60.13%
Maintenance of Water Equipment	72,400	39,823.67	19,141.63	13,434.70	14,395.56	570.54	55.01%
Water Purchases	43,875	20,515.02	-	23,359.98	3,264.47	3,350.97	46.76%
Water Miscellaneous Expenses	468,481	140,228.81	-	328,252.19	1,854.25	12,407.72	29.93%
Capital Outlay	67,500	25,073.45	4,681.32	37,745.23	1,985.64	35.50	37.15%
Water Bonded Indebtedness	95,386	63,386.36	-	31,999.64	-	-	66.45%
Sewer Administration	690,571	406,344.07	476.69	283,750.24	68,341.99	6,674.41	58.84%
Information Technology	17,162	10,940.53	-	6,221.47	1,014.66	835.63	63.75%
Sewer Supplies	71,750	43,270.47	557.98	27,921.55	5,420.85	1,043.76	60.31%
Maintenance of Sewer Structure	11,700	5,781.23	737.28	5,181.49	3,003.64	868.54	49.41%
Maintenance of Sewer Equipment	75,597	64,439.59	680.33	10,477.08	1,542.54	465.58	85.24%
Sewer Miscellaneous Expenses	555,500	21,611.85	-	533,888.15	1,658.67	-	3.89%
Sewer Bonded Indebtedness	62,732	10,921.10	-	51,810.90	-	-	17.41%
Transfer Out	478,248	511,833.50	-	(33,585.50)	-	-	107.02%
Total Expenditures	\$ 3,366,705	\$ 1,818,713.69	\$ 33,954.04	\$ 1,514,037.27	\$ 194,204.79	\$ 34,172.63	54.02%
Revenue Over/Under Expenditures	\$ (745,002)	\$ 57,294.94	\$ (33,954.04)	\$ (768,342.90)	\$ 57,343.60	\$ 179,771.34	

Attachment: FINANCE REPORT MAY 2018 (2611 : Financial Report)

CHECKLIST FOR WATER & SEWER				MAY 2018
CK #	VENDOR NAME	Inv.Date	Amount	Description
139	CITY OF L.F. PAYROLL ACCT	05/03/18	\$ 34,443.50	DUE TO PAYROLL #16 5/4/18
148	CITY OF L.F. PAYROLL ACCT	05/17/18	\$ 34,534.52	DUE TO PAYROLL #17 5/18/18
151	CITY OF L.F. PAYROLL ACCT	05/31/18	\$ 34,979.72	DUE TO PAYROLL #18 6/1/18
CHECK147654-147669				UTILITY DEPOSIT REFUND CHECKS
147670	ABSOLUTE HOLDINGS	04/25/18	\$ 444.85	POSTAGE-WATER QUALITY REPORTS
147671	AGUAWORKS	04/16/18	\$ 483.31	METER BOXES/CLAMPS
147672	ANA-LAB	VARIOUS	\$ 204.00	WATER TESTING
147673	AT & T	04/17/18	\$ 72.49	PHONE SERVICE-WATER/SEWER
147674	BICKERSTAFF HEATH	04/15/18	\$ 545.73	ATTORNEY FEES-ERH
147675	CAMERON COUNTY TAX	05/09/18	\$ 7.50	LICENSE RENEWAL FOR WS-064
147676	CARR, RIGGS, INGRAM	04/29/18	\$ 3,100.00	AUDIT SERVICE-YEAR END 9/30/17
147677	CCID#6	05/02/18	\$ 2,198.22	APRIL 2018-RAW WATER
147678	CENTRAL PLUMBING	VARIOUS	\$ 1,662.64	BACKFLOW PREVENTOR CHECK VALVE FOR LIFT STAT
147679	CINTAS CORPORATION	VARIOUS	\$ 920.52	CLEANING-WATER/SEWER UNIFORMS
147680	CITY OF LOS FRESNOS	04/20/18	\$ 73.81	UTILITES-WATER/SEWER/GARBAGE-SEWER PLANT/LIFT
147681	CORE & MAIN	04/24/18	\$ 14,008.56	FIRE HYDRANTS/ GATE VALVES/VALVE BOXES/PIPE
147682	DIRECT ENERGY	03/29/18	\$ 9,425.29	ELEC-WATER/SEWER DEPT
147683	DPC INDUSTRIES	VARIOUS	\$ 3,447.61	CHEMICALS-WATER PLANT/WASTE WATER PLANT
147684	EAST RIO HONDO WATER	05/11/18	\$ 962.09	MAY 2018-ERH SETTLEMENT
147685	FUELMAN	VARIOUS	\$ 643.02	FUEL FOR WATER/SEWER VEHICLES
147686	HECTOR'S MUFFLER	VARIOUS	\$ 507.66	REPAIR MUD FLAP/TRANSMISSION REPAIR WS-064/AC B
147687	INTEGRITY	04/30/18	\$ 1,146.00	APRIL 2018-SEWER PLANT TESTING
147688	LOWER RGV DEVELOPMENT	04/24/18	\$ 332.55	CONTRIBUTION-REGION M PLANNING
147689	LUIS MASCORRO	VARIOUS	\$ 795.00	REPAIR CONTROL PANELS-LIFT STATIONS/ REPAIR AER
147690	MAX TORRES	04/30/18	\$ 152.00	CLEANING-WATER/SEWER VEHICLES
147691	MUNICODE	04/26/18	\$ 798.68	ORDINANCE SUPPLEMENTS
147692	PRAXAIR	04/22/18	\$ 217.45	CHEMICAL CYLINDER RENTAL
147693	SOUTHMOST REGIONAL WATER	04/20/18	\$ 195.58	WATER CONSUMPTION OVERAGE-FY 2017
147694	TOWN OF INDIAN LAKE	VARIOUS	\$ 2,305.50	APR/MAY 2018-SOUTHMOST WATER
147695	USA BLUEBOOK	04/10/18	\$ 951.75	AUTO DIALER FOR WATER TREATMENT PLANT
147696	WALMART	03/27/18	\$ 174.00	CHLORINE TABLETS-WATER/SEWER PLANTS
147697	US POSTMASTER	05/16/18	\$ 171.15	POSTAGE-LATE NOTICE WATER BILLS
147698	CITY OF L.F. PAYROLL ACCT	05/17/18	VOID	VOIDED CHECK-PAYMENT METHOD ENTERED INCORRE
147699	AGUAWORKS	05/14/18	\$ 229.96	A-4"X7 1/2" AC REPAIR CLAMPS
147700	AMAZON.COM	03/23/18	\$ 327.48	PRINTER-ACCOUNTANT CLERK/HARD DRIVES-PD
147701	ANA-LAB	VARIOUS	\$ 167.00	WATER TESTING/TCEQ LT2 WATER TESTING
147702	AQUA-METRIC SALES	05/02/18	\$ 35.50	FREIGHT FOR 8" PROP-METER THAT WAS REPAIRED
147703	AT&T MOBILITY	05/01/18	\$ 310.86	MOBILE PHONE SERVICE-WATER/SEWER
147704	CHEMTRADE CHEMICALS	04/24/18	\$ 6,830.26	WATER PLANT CHEMICALS-LAS/CLARION
147705	CINTAS CORPORATION	05/15/18	\$ 167.08	MEDICAL SUPPLIES-PUBLIC WORKS
147706	COMPUTER SUPPLIES & SERV	05/21/18	\$ 1,463.08	UTILITY BILLS
147707	CORE & MAIN LP	05/10/18	\$ 136.80	BLUE & GREEN MARKING PAINT FOR LOCATES
147708	DEPT STATE HEALTH SERVICE	05/01/18	\$ 160.16	WATER TESTINGS-TCEQ
147709	DIRECT ENERGY	04/29/18	\$ 10,084.54	ELEC-WATER/SEWER
147710	DPC INDUSTRIES, INC	05/15/18	\$ 1,250.00	CHLORINE/SULFUR DIOXIDE CYLINDERS-WTP/WWTP
147711	EAST RIO HONDO WATER	VARIOUS	\$ 274.40	WATER SERVICE-EDAP LIFT STATIONS
147712	EDWARDS PEST MANAGEMENT	05/11/18	\$ 29.99	PEST CONTROL-SERVICE CENTER
147713	FUELMAN	VARIOUS	\$ 563.91	FUEL FOR WATER/SEWER VEHICLES
147714	HECTOR'S MUFFLER	05/21/18	\$ 35.00	INSTALL STARTER ON WS-063
147715	HOME DEPOT CREDIT SERV	05/07/18	\$ 26.54	50 AMP FUSES FOR TIME DELAY -LIFT STATION MAINTEN
147716	LUIS MASCORRO	05/10/18	\$ 370.00	SEWAGE PUMP REPAIR/HS LIFT STATION CONTROL PAN
147717	MAGIC VALLEY ELECTRIC	05/14/18	\$ 49.89	ELECTRIC-LIFT STATION-CACTUS ROAD
147718	MAXIMINO TORRES	05/25/18	\$ 126.00	CLEANING-W/S VEHICLES
147719	O'REILLY AUTO	VARIOUS	\$ 262.57	APRIL 2018-SUPPLIES FOR MAINTENANCE/GREASE FOR
147720	PURCHASE POWER	04/30/18	\$ 31.90	MARCH/APRIL 2018-POSTAGE
147721	REGION STAFFING	VARIOUS	\$ 2,781.55	CONTRACT LABOR WEEK ENDING 4/22,4/29,5/13/18
147722	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
147723	SANCHEZ TIRES SHOP	05/18/18	\$ 5.00	WS-131 FLAT REPAIR
147724	SMARTCOM TELEPHONE	05/08/18	\$ 141.64	5/8-6/7/18 INTERNET SERVICE-WATER/SEWER DEPT
147725	SUNTRUST EQUIP FINANCE	05/08/18	\$ 75,446.30	WATER METER REPLACEMENT PAYMENT

147726	VEAE SERVICES	05/18/18	\$ 23.74	PHONE SERVICE-WATER/SEWER
147727	ZARSKY LUMBER	04/30/18	\$ 932.55	APRIL 2018-SUPPLIES FOR MAINTENANCE/LIFT STATION
147728	ZARSKY LUMBER	04/30/18	VOID	VOIDED CHECK-CONTINUED
147729	ZEPEDA SPRINKLER SYSTEM	05/10/18	\$ 472.00	BACKFLOW RETEST FOR 8 LIFT STATIONS
147730	US POSTMASTER	05/25/18	\$ 598.54	POSTAGE-FIRST NOTICE WATER BILLS
		TOTAL	\$ 253,238.94	
UTILITY DEPOSIT REFUND CHECKS				
147654	GARCIA, MAYRA EDITH	05/09/18	\$ 25.41	ACCT #03-13700-08 UTILITY DEPOSIT REFUND
147655	MCDONALD, FRED & JEANNE	05/11/18	\$ 48.89	ACCT #01-19150-02 UTILITY DEPOSIT REFUND
147656	VILLARREAL, JOSE	05/11/18	\$ 67.21	ACCT #02-08350-15 UTILITY DEPOSIT REFUND
147657	ACEVEDO, JUAN	05/11/18	\$ 112.26	ACCT #02-18400-02 UTILITY DEPOSIT REFUND
147658	NAILWORKS	05/11/18	\$ 57.84	ACCT #03-04494-01 UTILITY DEPOSIT REFUND
147659	ROBERTS, KASEY	05/11/18	\$ 69.46	ACCT #03-06122-08 UTILITY DEPOSIT REFUND
147660	LUGO, EDUARDO JR	05/11/18	\$ 39.55	ACCT #03-06136-07 UTILITY DEPOSIT REFUND
147661	LUCIO, JORGE LUIS	05/11/18	\$ 72.31	ACCT #03-13003-09 UTILITY DEPOSIT REFUND
147662	CAMACHO, IGNACIO	05/11/18	\$ 74.78	ACCT #03-20462-02 UTILITY DEPOSIT REFUND
147663	GONZALEZ, PEDRO RICARDO	05/11/18	\$ 112.26	ACCT #03-27350-01 UTILITY DEPOSIT REFUND
147664	YADO, ROSA MARIA	05/11/18	\$ 102.77	ACCT #03-28210-02 UTILITY DEPOSIT REFUND
147665	HERNANDEZ, JOSE	05/11/18	\$ 97.56	ACCT #03-30212-01 UTILITY DEPOSIT REFUND
147666	ESPERANZA HOMES	05/11/18	\$ 150.00	ACCT #03-32064-00 UTILITY DEPOSIT REFUND
147667	ESPERANZA HOMES	05/11/18	\$ 150.00	ACCT #03-32066-00 UTILITY DEPOSIT REFUND
147668	ESPERANZA HOMES	05/11/18	\$ 150.00	ACCT #03-32070-00 UTILITY DEPOSIT REFUND
147669	ESPERANZA HOMES	05/11/18	\$ 150.00	ACCT #03-32082-00 UTILITY DEPOSIT REFUND
		TOTAL	\$ 1,480.30	



Fund 09 - Community Development Corporation Fund

Financial Summary

Budget Target

66.67%

	<u>Current</u>		<u>Total</u>				
	<u>Budget</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>Budget Balance</u>	<u>April</u>	<u>May</u>	<u>% YTD</u>
<u>Revenues</u>							
CDC Disbursements	\$ 326,000	\$ 228,989.19	\$ -	\$ 97,010.81	\$ 25,401.46	\$ 35,666.77	70.24%
Total Revenue	\$ 326,000	\$ 228,989.19	\$ -	\$ 97,010.81	\$ 25,401.46	\$ 35,666.77	70.24%
<u>Expenditures</u>							
CDC Disbursements	\$ 326,000	\$ 253,414.90	\$ 329.99	\$ 72,255.11	\$ 13,446.61	\$ 70,083.71	77.73%
Total Expenditures	\$ 326,000	\$ 253,414.90	\$ 329.99	\$ 72,255.11	\$ 13,446.61	\$ 70,083.71	77.73%
Revenue Over/Under Expenditures	\$ -	\$ (24,425.71)	\$ (329.99)	\$ 24,755.70	\$ 11,954.85	\$ (34,416.94)	

Attachment: FINANCE REPORT MAY 2018 (2611 : Financial Report)

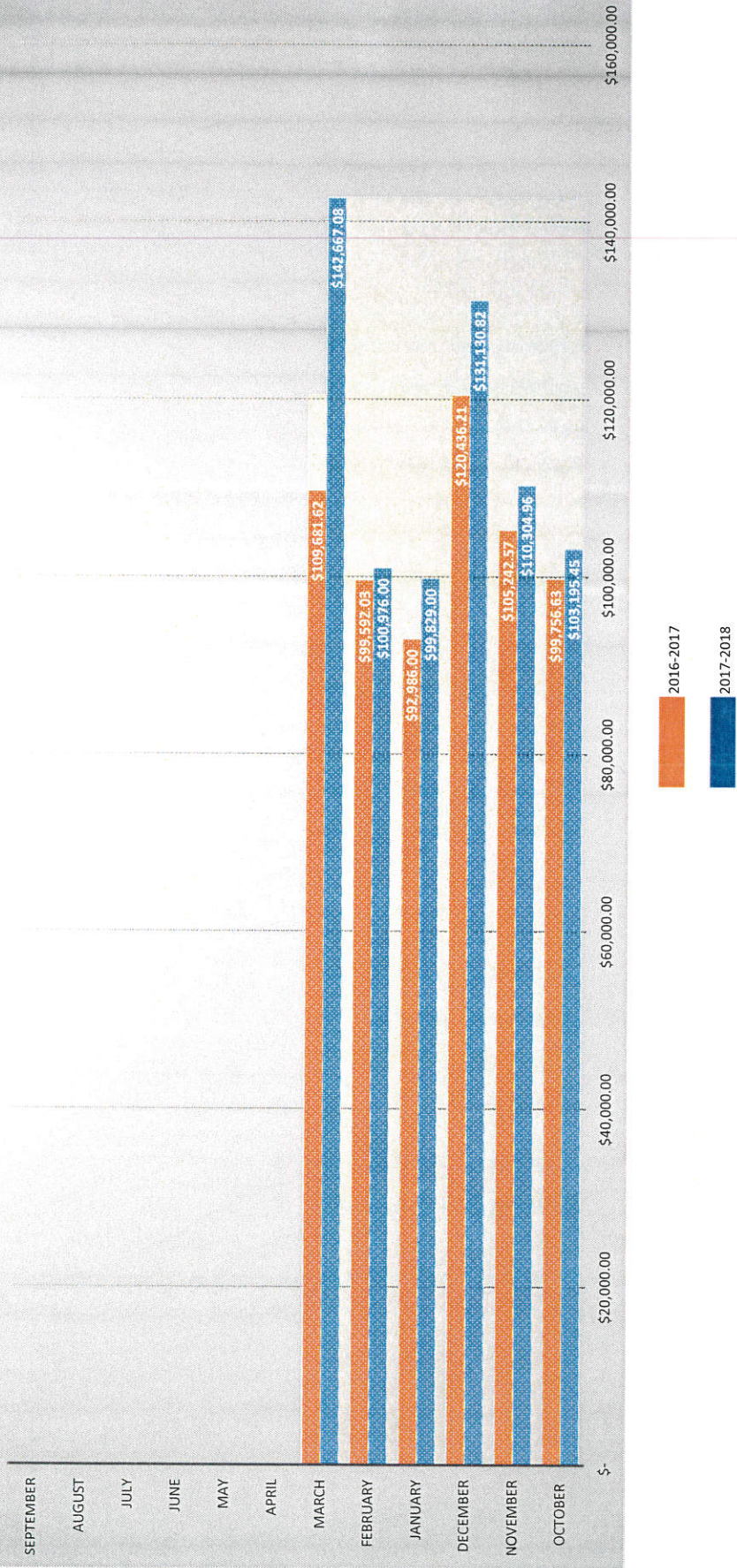
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City of Los Fresnos
Sales Tax Revenue Analysis
Comparison with Prior Year

FISCAL YEAR 2016-17		2c				1-1/2c (General Fund Portion)				1/2c (CDC Portion)			
Sales Activity	Paid	FY 16-17	FY 15-16	Inc(Dec)	Inc(Dec)	FY 16-17	FY 15-16	Inc(Dec)	Inc(Dec)	FY 16-17	FY 15-16	Inc(Dec)	Inc(Dec)
OCTOBER	December	\$ 99,756.63	\$ 87,890.83	\$ 11,865.80	13.50%	\$ 74,817.47	\$ 65,918.12	\$ 8,899.35	13.50%	\$ 24,939.16	\$ 21,972.71	\$ 2,966.45	13.50%
NOVEMBER	January	105,242.57	83,032.71	22,209.86	26.75%	78,931.93	62,274.53	16,657.40	26.75%	26,310.64	20,758.18	5,552.47	26.75%
DECEMBER	February	120,436.21	188,503.18	(68,066.97)	-36.11%	90,327.16	141,377.39	(51,050.23)	-36.11%	30,109.05	47,125.80	(17,016.74)	-36.11%
JANUARY	March	92,985.80	90,867.60	2,118.20	2.33%	69,739.35	68,150.70	1,588.65	2.33%	23,246.45	22,716.90	529.55	2.33%
FEBRUARY	April	99,592.03	99,279.59	312.44	0.31%	74,694.02	74,459.69	234.33	0.31%	24,898.01	24,819.90	78.11	0.31%
MARCH	May	109,681.62	129,611.00	(19,929.38)	-15.38%	82,261.22	97,208.25	(14,947.04)	-15.38%	27,420.41	32,402.75	(4,982.35)	-15.38%
APRIL	June	115,642.66	87,282.33	28,360.33	32.49%	86,732.00	65,461.75	21,270.25	32.49%	28,910.67	21,820.58	7,090.08	32.49%
MAY	July	128,747.63	154,883.26	(26,135.63)	-16.87%	96,560.72	116,162.45	(19,601.72)	-16.87%	32,186.91	38,720.82	(6,533.91)	-16.87%
JUNE	August	114,408.47	125,646.93	(11,238.46)	-8.94%	85,806.35	94,235.20	(8,428.84)	-8.94%	28,602.12	31,411.73	(2,809.62)	-8.94%
JULY	September	121,504.14	102,855.94	18,648.20	18.13%	91,128.11	77,141.96	13,986.15	18.13%	30,376.04	25,713.99	4,662.05	18.13%
AUGUST	October	114,509.39	116,427.55	(1,918.16)	-1.65%	85,882.04	87,320.66	(1,438.62)	-1.65%	28,627.35	29,106.89	(479.54)	-1.65%
SEPTEMBER	November	109,338.63	111,307.74	(1,969.11)	-1.77%	82,003.97	83,480.81	(1,476.83)	-1.77%	27,334.66	27,826.94	(492.28)	-1.77%
Total Sales Activity		\$ 1,331,845.78	\$ 1,377,588.66	\$ (45,742.88)	-3.32%	\$ 998,884.34	\$ 1,033,191.50	\$ (34,307.16)	-3.32%	\$ 332,961.45	\$ 344,397.17	\$ (11,435.72)	-3.32%

FISCAL YEAR 2017-18		2c				1-1/2c (General Fund Portion)				1/2c (CDC Portion)			
Sales Activity	Paid	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)
OCTOBER	December	\$ 103,195.45	\$ 99,756.63	\$ 3,438.82	3.45%	\$ 77,396.59	\$ 74,817.47	\$ 2,579.11	3.45%	\$ 25,798.86	\$ 24,939.16	\$ 859.70	3.45%
NOVEMBER	January	110,304.96	105,242.57	5,062.39	4.81%	82,728.72	78,931.93	3,796.79	4.81%	27,576.24	26,310.64	1,265.60	4.81%
DECEMBER	February	131,130.82	120,436.21	10,694.61	8.88%	98,348.12	90,327.16	8,020.96	8.88%	32,782.71	30,109.05	2,673.65	8.88%
JANUARY	March	99,829.00	92,986.00	6,843.00	7.36%	74,871.75	69,739.50	5,132.25	7.36%	24,957.25	23,246.50	1,710.75	7.36%
FEBRUARY	April	100,976.00	99,592.03	1,383.97	1.39%	75,732.00	74,694.02	1,037.98	1.39%	25,244.00	24,898.01	345.99	1.39%
MARCH	May	142,667.08	109,681.62	32,985.46	30.07%	107,000.31	82,261.22	24,739.10	30.07%	35,666.77	27,420.41	8,246.37	30.07%
APRIL	June	-	-	-	-	-	-	-	-	-	-	-	-
MAY	July	-	-	-	-	-	-	-	-	-	-	-	-
JUNE	August	-	-	-	-	-	-	-	-	-	-	-	-
JULY	September	-	-	-	-	-	-	-	-	-	-	-	-
AUGUST	October	-	-	-	-	-	-	-	-	-	-	-	-
SEPTEMBER	November	-	-	-	-	-	-	-	-	-	-	-	-
Total Sales Activity		\$ 688,103.31	\$ 627,695.06	\$ 60,408.25	9.62%	\$ 516,077.48	\$ 470,771.30	\$ 45,306.19	9.62%	\$ 172,025.83	\$ 156,923.77	\$ 15,102.06	9.62%

Sales Tax Revenue Comparison



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2612)

DOC ID: 2612 A

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

Call with questions.

I recommend approval.

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

Activity for the month of May 2018

Water Treatment Plant

Total Output: 23,219,460

Daily Average: 749,015

% of Capacity: 74.9%

Waste Water Treatment Plant

Total Output: 15,913,000

Daily Average: 513,323

% of Capacity: 51.3%

CITY OF LOS FRESNOS
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
MAY 2018

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	89	437
Rereads/Meter Info	143	452
Water Taps	0	12
Sewer Taps	0	0
Change Meter	8	38
Service Check for Water Leak at Account	20	58
Repaired Leak	3	9
Call for Sewer Stoppage	7	43
City Sewer Lines Unstopped	7	77
Code Enforcement/Other	56	272
Pothole Repairs	50	360
Street Repairs	4	6
Street Sign Replacement/Repaired	4	25
Asphalt Used (ton)	1.6	5.85
Gravel Used (ton)	2	15
Fire Hydrants Flushed and Oiled	222	246
Fire Hydrants Repaired	5	5
Valves Repaired	2	2
Manholes Cleaned/Repaired	4	18


Carlos Salazar, Director of Public Works

Attachment: PW REPORT MAY 2018 (2612 : Public Works Report)

PROJECTS: ALL

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

ISSUED DATES: 5/01/2018 THRU 5/31/2018

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE

131312	5/01/2018	FLORES, GABRIELA DEL CA	908 DAISY DRIVE	OWNER	FENCE PERMIT	ALT
131313	5/03/2018	BLANCO LUNA & ASSOCIATES, L	315 N ARROYO BLVD 1-5	OWNER	EXTEND PARKING	ALT
131314	5/08/2018	CORONADO, ANNA	143 ALVAREZ COURT	OWNER	ACCESSORY BUILDING	NEW
131315	5/08/2018	GUERRERO, MARIO	311 W 9TH STREET	GALVANIZED	FENCE PERMIT	ALT
131316	5/08/2018	L & E BUILDERS	2238 CABO DRIVE	OWNER	RESIDENTIAL BUILDING	NEW
131317	5/14/2018	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131318	5/14/2018	NAVARRO, CARLOS G	306 E 7TH STREET	JV	REROOF PERMIT	ALT
131319	5/15/2018	FRED LOYA INSURANCE	32819 STATE HWY 100 104	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131320	5/15/2018	FRED LOYA INSURANCE	32819 STATE HWY 100 104	RIO	SIGN PERMIT	S
131321	5/15/2018	STORAGE DEPOT LOS FRESNOS	511 E OCEAN BLVD	OAK	COMMERCIAL BUILDING/PHASE 2	NEW
131322	5/21/2018	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131323	5/21/2018	ALVAREZ, JOSE	101 ALVAREZ COURT	OWNER	RESIDENTIAL BUILDING	NEW
131324	5/29/2018	ALMANZA, FEDERICO	617 VALLE ALTO DRIVE	OWNER	EXTEND DRIVEWAY	ALT
131325	5/29/2018	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131326	5/30/2018	DELAFUENTE, JOSE	182 VILLAGE EAST DRIVE	OWNER	ACCESSORY BUILDING	NEW
131327	5/31/2018	RENMAR CATERING	218 N ARROYO BLVD B	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131328	5/31/2018	PLASTER, JOANN	30910 STATE HWY 100 LT168	OWNER	MOVING PERMIT	MOVING
131329	5/31/2018	COMUNIDAD CRISTIANA YO SOY	324 W OCEAN BLVD #204	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131330	5/31/2018	CASTRO, JOSE	757 W OCEAN BLVD	OWNER	RESIDENTIAL ADDITION/SOLAR	ALT
*** TOTALS ***		NUMBER OF PROJECTS: 19		VALUATION: 1,122,782.00	FEES: 6,959.32	

PROJECTS: ALL

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

ISSUED DATES: 5/01/2018 THRU 5/31/2018

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

STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
B - BUILDING PERMIT	6	28,084.00	472.42
CERT - CERTIFICATE OF OCCUPANCY	1	0.00	60.00
COMM - COMM: NEW OWNER/TENANT	3	0.00	180.00
E - ELECTRICAL PERMIT	4	0.00	951.00
EXPDRIVE - EXPANSION OF DRIVEWAY	2	3,000.00	275.00
M - MECHANICAL PERMIT WAY	2	0.00	165.00
MOVING - MOVING PERMIT	1	0.00	100.00
N - BUILDING PERMIT	6	1,089,198.00	3,983.40
P - PLUMBING PERMIT	4	0.00	705.00
SIGN - SIGN PERMIT	1	2,500.00	67.50
*** TOTALS ***	30	1,122,782.00	6,959.32

PROJECTS: All

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

ISSUED DATES: 5/01/2018 THRU 5/31/2018

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

STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
BLANK - *BLANK*	5	10	2,500.00	1,028.50
101 - SINGLE FAMILY ATTACHED	14	20	1,120,282.00	5,930.82
*** TOTALS ***	19	30	1,122,782.00	6,959.32

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

Date	Tuesdays at Memorial Park
05/01/18	25
05/08/18	21
05/15/18	29
05/22/18	25
05/29/18	20
Totals	120

Date	Thursdays at Community Park
05/03/18	24
05/10/18	19
05/17/18	22
05/24/18	30
05/31/18	28
Totals	123

Date	Saturdays at City Hall
05/05/18	18
05/12/18	20
05/19/18	15
05/26/18	23
Totals	76

Total attendance for the Month of May	319
--	------------

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2613)

DOC ID: 2613 A

Police Department Reports 1. Arrest 2. Incidents 3. Accidents

Call with questions.

I recommend approval.

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

05\01\2018

thru 05\31\2018

Agency is: LOS FRESNOS POLICE DEPARTMENT

Violation	# of Offenses
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	2
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT 13a	1
BURGLARY HABITATION INTEND OTHER FELONY	1
DRIVING WHILE INTOXICATED	5
DRIVING WHILE INTOXICATED 2ND	1
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	17
FAIL TO IDENTIFY FUGITIVE INTENT GIVE FALSE INFO	1
HOLD FOR CUSTOMS	2
INTERFER W/EMERGENCY CALL	1
NO DRIVER'S LICENSE	3
POSS CS PG 1 <1G	1
POSS CS PG 1 >=1G<4G	1
POSS CS PG 1 >=4G<200G	1
POSS CS PG 2 >= 4G<400G	1
POSS CS PG 3 < 28G	2
POSS MARIJ <2OZ	3
PUBLIC INTOXICATION	8
PUBLIC INTOXICATION BY MINOR	2
TERRORISTIC THREAT OF FAMILY/HOUSEHOLD 13a	1
THEFT	5
UNL POSS FIREARM BY FELON	1
Total Violations	65
Total Arrests	52

Attachment: LFPD MAY 2018 (2613 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Incidents - By Violation

05\01\2018

thru 05\31\2018

Agency is: LOS FRESNOS POLICE DEPARTMENT

Violation	Incidents
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ABANDONED VEHICLES	25
ACCIDENT BOATING	1
ALARMS	14
ANIMAL CONTROL	68
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	2
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT 13a	1
BURGLARY HABITATION INTEND OTHER FELONY	1
BURGLARY OF BUILDING	2
BURGLARY OF HABITATION	1
CHILD IN NEED OF SUPERVISION RUNAWAY	3
CREDIT CARD OR DEBIT CARD ABUSE	1
CRIMINAL MISCHIEF >=\$50<\$500	1
CRIMINAL TRESPASS	3
DEPOSITED GLASS/OTHER DEBRIS ON HIGHWAY	2
DRIVING WHILE INTOXICATED	2
DRIVING WHILE INTOXICATED BAC >= 0.15	2
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	1
DUTY ON STRIKING UNATTENDED VEHICLE	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	19
FAIL TO IDENTIFY FUGITIVE INTENT GIVE FALSE INFO	1
GARAGE SALES	12
HARASSMENT	1
HOUSE NUMBERING	2
IMPROPER PHOTOGRAPHY OR VISUAL RECORDING	1
INTERFER W/EMERGENCY CALL	1
LOUD NOISE	7
MOTOR VEHICLE THEFT	2
NO DRIVER'S LICENSE	4
NO PROOF OF FINANCIAL RESPONSIBILITY	10
ONE-WAY ALLEYS	1
PARKING ON ROADWAY	1
PARKING UNLAWFULLY-UNAUTHORIZED	1
PEDDLERS AND SOLICITORS	1
POSS CS PG 1 <1G	1
POSS CS PG 1 >=1G<4G	1
POSS CS PG 2 >= 4G<400G	2
POSS CS PG 3 < 28G	2
POSS DEL DRUG PARAPHERNALIA	1
POSS MARIJ <20Z	3
POSSESSION OF DRUG PARAPHERNALIA	4
PUBLIC INTOXICATION	7
PUBLIC INTOXICATION BY MINOR	2
RIGHT OF WAYS/BASKETBALL NETS	1
SEXUAL ASSAULT 11a	1
TERRORISTIC THREAT OF FAMILY/HOUSEHOLD 13a	1
THEFT	14
UNL POSS FIREARM BY FELON	1

Violation	Incidents
WEEDS OR RUBBISH LOT	29
WELFARE CONCERN	7
Total Violations	274
Total Incidents	250



LOS FRESNOS POLICE DEPARTMENT
ACCIDENT- BY STREET & INTERSECTION
May 01, 2018 thru May 31, 2018

Location

1. 500 W. Canal/613 N. Mesquite St.
2. 2200 Cabo/ 2200 Pasto Dr.
3. 907 North Arroyo Blvd.
4. 30000 West Ocean Blvd.
5. 33000 South FM 803
6. 300 W. Ocean/100 S. Brazil St.
7. FM 2480/FM 1847
8. FM 1847/Whipple
9. 402 S. Arroyo Blvd.
10. 300 Whipple Rd.
11. 3200 W. Ocean Blvd.
12. 719 W. Ocean Blvd.
13. 31000 S. FM 803
14. 1004 W. Ocean Blvd. Walmart parking lot
15. 747 W. Ocean Blvd. Greg's Four Stars parking lot
16. 32600 W. Ocean Blvd./33400 Old Alice Rd
17. 105 N Arroyo Blvd.
18. 115 E. Ocean Blvd.
19. TX. 100 / FM 1847
20. TX.100/ W. OCEAN

TOTAL 20

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2614)

DOC ID: 2614 A

Municipal Court Report 1. Monthly Report

Call with questions.

I recommend approval.

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Los Fresnos</u> FOR MONTH <u>May</u> YEAR <u>2018</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		1034		40	
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>					
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>					
3. Dispositions at Trial:					
A. Trial by Judge					
(1) Finding of Guilty		268		13	1
(2) Finding of Not Guilty					
B. Trial by Jury					
(1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial		243		17	
4. Cases Dismissed:					
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>		51			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>		45		15	
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>		9			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>		98			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>		12			
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		3			
B. Non-Driving Alcoholic Beverage Code Cases Filed		5			
C. Driving Under the Influence of Alcohol Cases Filed					
D. Health & Safety Code (Tobacco) Cases Filed					
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>					
F. Education Code (Except Failure to Attend) Cases Filed					
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>					
H. All Other Non-Traffic Fine-Only Cases Filed		1			
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>					
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>					
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>					
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only					
B. Felonies and Class A and B Misdemeanors Only					
12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>					
A. Class A and B Misdemeanors Only					22
B. Felonies					11
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection					
15. Total Revenue				\$ 84,433.10	
<small><i>(Include all revenue collected during month to be remitted to city or state)</i></small>					

Attachment: MUN COURT REPORT MAY 2018 (2614 : Municipal Court Report)

Citation No. Docket No. Violator

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

Code	---	Payments	---	Refunds	---	Net	---	G/L Acct No.
FINE	441	27,659.17	7	508.60-		27,150.57	01	407-0240
CCC04	494	18,465.56	2	60.00-		18,405.56	01	2512
AR	442	2,205.00	1	5.00-		2,200.00	01	407-0240
TECH	459	1,814.00	1	4.00-		1,810.00	01	407-0241
MCBS	470	1,394.00	1	3.00-		1,391.00	01	407-0270
SJRF	464	1,851.00	1	4.00-		1,847.00	01	2512
JFCT2	464	2,482.10	1	5.40-		2,476.70	01	2512
JFCI	459	275.40	1	0.60-		274.80	01	407-0240
IDF	459	918.00	1	2.00-		916.00	01	2512
WRNTFE	109	5,075.00	0	0.00		5,075.00	01	407-0240
TLFTA1	95	1,829.00	0	0.00		1,829.00	01	2512
TLFTA2	92	552.00	0	0.00		552.00	01	2517
TLFTA3	92	368.00	0	0.00		368.00	01	407-0240
COLAGY	73	4,650.30	3	156.00-		4,494.30	01	2513
TFC	347	1,041.00	1	3.00-		1,038.00	01	407-0240
STF	367	10,602.00	1	30.00-		10,572.00	01	2512
CJFS	320	28.80	0	0.00		28.80	01	2512
CJFC	320	3.20	0	0.00		3.20	01	407-0240
TPF	434	865.10	1	2.00-		863.10	01	2512
OP	6	502.00	5	500.00-		2.00	01	2516
TP-L	73	576.80	0	0.00		576.80	01	407-0240
TP-S	63	695.40	0	0.00		695.40	01	2512
TP-L-J	59	140.60	0	0.00		140.60	01	407-0260
TXSBLT	4	115.27	0	0.00		115.27	01	2515
CS2	31	686.70	0	0.00		686.70	01	407-0280
AF2	98	1,960.00	0	0.00		1,960.00	01	407-0240
SPEX	47	2,959.40	0	0.00		2,959.40	01	407-0290
DSC	38	376.20	0	0.00		376.20	01	407-0240
ACC	3	60.00	0	0.00		60.00	01	407-0240
AF	6	60.00	0	0.00		60.00	01	407-0240

Total:	6825	90,211.00	27	1,283.60-	88,927.40
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Cash Payments....+	\$84,079.05	
Bond Forfeited...+	\$0.00	
Bond Applied.....+	\$5,403.35	
Payment Refunded.-	\$555.00-	
Fees/Fines Paid..=		\$88,927.40

Cash (Payments)..+	\$84,079.05	
Cash (Bonds).....+	\$3,745.90	
Total Cash Trans.=		\$87,824.95

Cash Refunds.....-	\$555.00-	
Net Cash Trans...=		\$87,269.95

Xfers (Payments)..	\$284.00	
Xfers (Refunds)...	\$284.00-	
Adjst (Payments)..	\$444.60	
Adjst (Refunds)...	\$444.60-	

city 40107.57
Court 1810.00
Blkg & C. 1391.00
judge ed. 140.00
Omni 552.00
coll. ag. 4494.30
child 686.70
op 2.00
state 31743.25

Attachment: MUN COURT REPORT MAY 2018 (2614 : Municipal Court Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2615)

DOC ID: 2615 A

Library Report 1. Monthly Report

Call with questions.

I recommend approval.



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

Number of Patron Checking Out Materials

Adult	849
Children	236
Teens	27
Summer Reading	40



Material Types Checked Out

Adult Books	246
Children Books	157
Young Adult Books	365
Videos	343
Audios	3
Other Language Books	21
Hotspots	33
Laptops	10



Items Downloaded

eBooks	60
eAudiobooks	16



Patron Access Computer Use

Total Sessions	487
Total Time	265 hours
Guest Passes	144



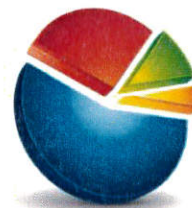
Free WiFi Access Use

Total Sessions	578 Library WiFi
Total Time	1,692 hours
Total Sessions	320 Park WiFi
Total Time	740 hours



What Happened In the Library

Hours Open	176 hours
Visits	2,350
Children Program Attendance	280
Volunteer Hours	155
New Cards Issued	50
Cards Renewed	97
New Books Added	86
New eBooks Added	53
New Videos Added	16
Hotspots Added	0
Books Weeded	8
Videos Weeded	0
Reference Questions	586
Assists in Computer Lab	516
Patron Copies	1,835
Patron Faxes sent	140
Patron Printouts	1,250
Library Staff Copies	1,122
Replacement Cards	24



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/12/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2616)

DOC ID: 2616 A

Fire Marshal Report 1. Monthly Report

Call with questions.

I recommend approval.



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

FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT
MONTH OF MAY 2018

FIRES

INSIDE CITY

OUTSIDE CITY

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

1
1
5
5

3
8
2
3
9
7
44

TOTAL ALARMS

MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses
Industrial Structures
Public Buildings
Hotels/Motels

8
1
10

Institutions
Homes
Apartments

1

TOTAL INSPECTIONS

SCHOOL, HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED: _____

LECTURES-PRESENTATIONS MADE/FILMS: SHOWN _____ TOTAL AUDIENCE _____

FIRES INVESTIGATED: (ACCIDENTAL) 1 (INCENDIARY) _____

Armonia A. Hildan
FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: FIRE MAR REPORT 2018 (2616 : Fire Marshal Report)