

City Council

200 North Brazil

Regular Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Tuesday, June 13, 2017

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE {MeetGroup} OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, JUNE 13, 2017 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.

I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Presentation
4. Consent Agenda
 1. Approval or rejection of Minutes from May 9, 2017 meeting.
 2. Approval or rejection to amend 2016/2017 budget for the Police Department.
 3. Approval or rejection to approve the renewal of the agreement with The University of Texas Rio Grande Valley for the Stormwater Regional Task Force.
 4. Approval or rejection to approve a Memorandum of Understanding for the Rails-To-Trails Conservancy and the Lower Rio Grande Valley Active Plan Advisory Committee.
 5. Approval or rejection to approve a Resolution 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.
 6. Approval or rejection to acknowledge the Planning & Zoning Commission's approval of preliminary plats for Feather Ridge Subdivision and Valle Alto East Subdivision, Phase 5.
5. Visitor Remarks - To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.
6. Action Items

1. Consideration and ACTION to name the street between the new City Hall and the Rodeo grounds.
 2. Consideration and ACTION to approve an agreement with the Los Fresnos Volunteer Fire Department and the Los Fresnos Ambulance Service on the lease of the current Emergency Services Building.
 3. Consideration and ACTION to approve or reject and or all proposals received for engineering on the Henderson Road Project.
 4. Consideration and ACTION to approve or reject any or all bids received for the construction contract for the 2015/2016 Street Improvement Project TxCDBG 7216300 Contract.
 5. Consideration and ACTION to approve contract between the City of Los Fresnos and Brown Reynolds Watford Architects for design of New City Hall.
 6. Consideration and ACTION to approve the first, second and final reading of Ordinance 481 on the sale, use and discharge of fireworks in the City of Los Fresnos.
 7. Consideration and ACTION to approve the first reading of Ordinance 482 fixing the rates to be charged to the consumers of water and sewer services.
 8. Consideration and ACTION to approve the first reading of Ordinance 483 regulating solid waste services.
 9. Discussion on placing donation items on water bill.
 10. Consideration and ACTION to support Warriors United in Arms Brownsville Veterans.
7. Acknowledgement of City Manager's Report
1. 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. TxDot Sidewalk Projects I. Welcome Sign J. Hazardous Mitigation Plan K. TxDot Light at Walmart L. CBDG 2016-2017 Grant M. Community Park N. Memorial Park
8. Acknowledgement of Department Head Reports

1. Finance Report 1. Monthly 2. Year-To-Date
2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
3. Police Department Report 1. Arrests 2. Incidents 3. Accidents
4. Municipal Court Report 1. Monthly Report
5. Library Report 1. Monthly Report
6. Fire Marshal's Report 1. Monthly Report
9. Closed Session – Deliberation pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following:
 1. Closed Session - To deliberate pursuant to Section 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the employment of Chief of Police.
10. Open Session – Deliberation and possible action regarding the following:
 1. Open Session - Pursuant to Section 551.074 Deliberation and possible action on the employment of Chief of Police.
11. Adjournment

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on June 9, 2017 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Pam Denny, City Secretary

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

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2177 A

SCHEDULED

ACTION ITEM (ID # 2177)

Approval or rejection of Minutes from May 9, 2017 meeting.

I recommend approval.

City Council

200 North Brazil

Los Fresnos, TX 78566

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

Regular Meeting

~ Minutes ~

Tuesday, May 9, 2017

6:00 PM

City Hall

Agenda

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

Consent Agenda

Approval or rejection of Minutes from April 11, 2017 meeting.

Motion was made and seconded to approved the Minutes from April 11, 2017 as presented.

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

Approval or rejection of a Proclamation for National Hurricane Preparedness Week in May.

Motion was made and seconded to approve the Proclamation for National Hurricane Preparedness Week in May.

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

Approval or rejection of a Resolution finding AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

Motion was made and seconded to approve a Resolution finding AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is

passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

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

Approval or rejection of a Resolution for Operation Stonegarden.

Motion was made and seconded to approve a Resolution for submission of application for Operation Stonegarden.

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

Approval or rejection of a Resolution supporting the Port of Brownsville who is competing for a steel manufacturing facility at the Port.

Motion was made and seconded to approve a Resolution supporting the Port of Brownsville who is competing for a steel manufacturing facility at the Port.

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

Approval or rejection to amend 2016/2017 budget for the Ethel Whipple Memorial Library for a grant received from the Texas Library Association.

Motion was made and seconded to approve an amendment to the 2016/2017 budget for Ethel Whipple Memorial Library.

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

Approval or rejection to acknowledge the financial report and cash investment report for the 2nd quarter ending March 31, 2017.

Motion was made and seconded to acknowledge the financial report and cash investment report for the 2nd quarter ending March 31, 2017.

Regular Meeting

Tuesday, May 9, 2017

6:00 PM

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

Approval or rejection to acknowledge expenditures by Los Fresnos Community Development Corporation for lights at Memorial Park and Community Park.

Motion was made and seconded to acknowledge the expenditures by Los Fresnos Community Development Corporation for lights at Memorial Park and Community Park.

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

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

Mr. Alfonso Gonzalez from SWG Consulting Engineers was present and introduced the company to the Council. He gave a brief history of the company.

Action Items

Discussion on process of hiring a Police Chief.

Mr. Milum stated that he had received 14 applications and had interviewed 9 of the applicants. He has more scheduled for tomorrow and Tuesday. There is one applicant from East Texas and he will be working out an arrangement to interview him.

RESULT: NO ACTION

Discussion, consideration and ACTION on update of contract with Architect Firm for New City Hall.

Mr. Milum stated that Mr. Holiday from BRW Architects will be down here next Wednesday to discuss the new proposed cost estimates for construction and architect fees.

RESULT: NO ACTION

Consideration and ACTION on the legal dispute with East Rio Hondo Water Supply Corporation and CCN disputed area that is dually certified by both East Rio Hondo Water Supply Corporation and the City of Los Fresnos.

This item was approved in the Open Session of meeting.

Attachment: Minutes from May 9 (2177 : Minutes)

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

Acknowledgement of City Manager's 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. TxDot Sidewalk Projects I. Welcome Sign J. Hazard Mitigation Plan K. TxDot Light at Wal-Mart L. CDBG 2015-2016 Grant M. Community Park N. Memorial Park

Mr. Milum reported on the following:

A. Wastewater Plant Update - We are working to get bid documents ready to begin advertising for the chlorine contact basin and the sludge drying beds. Hopefully we can award a contract in June. 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 in the late summer or early fall.

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 in doing so hopefully get funding through TWDB. They are also looking to see if there is a less expensive way to install a bypass now that will help tremendously. No new progress.

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. They are also studying all the existing water and wastewater lines in the city to determine which need to be replaced for various reasons. City staff is trying to get all the right of entries for possible easements.

D. Whipple Road Wastewater Extension - Naismith-Hanson Engineering is working on that project and will hopefully have some preliminary plans to review soon. We are having difficulty getting the right of entry with the folks in the big house on the corner of Arroyo Boulevard and Whipple Road.

E. Nature Park - Naismith-Hanson Engineering will have the Master Plan 90% complete by May 12. We will review and then they can proceed. The price for the lighting of the parking area is \$30,450.

F. Hike & Bike Trails - We have sent the easement off to the owners of the property that needed to be signed. We still have not heard from them. Once we have the easement signed they can continue the final design.

G. Montes-Castro Park - The Master Plan has been approved by the Park Advisory Board. The final plans are done and we are reviewing them. Once we give approval we will be able to go out for bids and then start construction. Naismith-Honson Engineering feels we will have bids ready for your approval in July.

H. TxDot Sidewalk Projects - The contractor for the sidewalks on Arroyo Boulevard from Ocean Boulevard to Alvarez Court on both sides of the road and on Ocean Boulevard from Church's Chicken to Tapia's Cafe continues with good progress. It is possible we will not make it all the way to Tapia's Cafe with the sidewalk. Since the bar ditch is so steep in that area, it will require a concrete border so they are looking to see how much length they need to cut off to install the border and stay within the same budget.

I. Welcome Sign - The pre-construction meeting was held. Work will begin soon. Date of completion is June 23 but will probably be extended due to us not getting the sign in proper direction that I wanted so I delayed it a little.

J. Hazardous Mitigation Plan - Revisions have been made that FEMA requested and we will now wait for them. It usually takes about 6 months for them to notify.

K. TxDot Light at Walmart - They will begin to install the light in the middle to end of May.

L. CDBG 2015-2016 Grant - The design for the street work is 70% complete and we are reviewing. We hope to have the final plans by May 12. The engineering is being done by Naismith-Hanson Engineering for East Sixth Street from Pita Street to Coma Street and East Ninth Street from Arroyo Boulevard to Coma Street.

M. Community Park - Some minor work is being done on the playground equipment to make it safer. They will also be placing a new carpet type pad on the safe fall zone around the playground equipment. We have bids on lighting of the entire area and is on this agenda.

N. Memorial Park - We are still waiting on specifications on the paid for the exercise equipment. Once we have that it will be installed. We have bids on lighting in the

playground, basketball and sand volleyball area as well as along the track and is on this agenda.

Mr. Milum stated that engineering proposals have been sent out for the resaca crossings and canal crossing on Henderson Road. We will need two people to be on the rating committee. Mayor Narvaez and Council Member Cruz will be on the rating committee.

Motion was made and seconded to acknowledge the City Manager's report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Polo Narvaez, Mayor
AYES:	Garza, Munoz, Narvaez, Cruz, Real
ABSENT:	Javier Mendez

Acknowledgement of Department Head Reports

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

Motion was made and seconded to acknowledge the finance report as presented.

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

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

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

Motion was made and seconded to acknowledge the Police Department report as presented.

Mr. Milum stated that the City is not a sanctuary city. We assist local agencies as well as state and federal agencies as they need assistance. Our Police Department will follow the law.

Regular Meeting

Tuesday, May 9, 2017

6:00 PM

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

Municipal Court Report 1. Monthly Report

Motion was made and seconded to acknowledge the Municipal Court report as presented.

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

Library Report 1. Monthly Report

Motion was made and seconded to acknowledge the Library report as presented.

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

Fire Marshal's Report 1. Monthly Report

Motion was made and seconded to acknowledge the Fire Marshal's report as presented.

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

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

Closed Session - To deliberate pursuant to Sections 551.071 and 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following: A. 551.071 - Consultation with City Attorney on litigation - East Rio Hondo Water Supply Corporation vs City of Los Fresnos. B. 551.072 To deliberate the purchase, exchange, lease, or value of real property.

Mayor Narvaez stated that the meeting will be recessed for Closed Session at 6:35 PM.

RESULT: NO ACTION

Open Session – Deliberation and possible action regarding the following:

Attachment: Minutes from May 9 (2177 : Minutes)

Regular Meeting

Tuesday, May 9, 2017

6:00 PM

Open Session - Deliberation and possible action regarding the following: A. 551.071 - Consultation with City Attorney on litigation - East Rio Hondo Water Supply Corporation vs City of Los Fresnos. B. 551.072 - Deliberation on the purchase, exchange, lease, or value of real property.

Mayor Narvaez called the meeting back to order at 7:12 PM.

Section 551.071 and aciton item #3- Motion was made and seconded to authorize the City Manager to negotiate a settlement with East Rio Hondo Water Supply Corporation on the legal dispute and CCN disputed area that is dually certified by both East Rio Hondo Water Supply Corporation and the City of Los Fresnos.

Section 551.072 - Motion was made and seconded to authorize the City Manager to negotiate the purchase of property.

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

10. Adjournment

Mayor Narvaez adjourned the meeting at 7:15 PM.

Presiding Officer of the Council

Recorder

Attachment: Minutes from May 9 (2177 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Budget Amendment
Prepared By: Pam Denny

SCHEDULED

Initiator: Pam Denny
Sponsors:

ACTION ITEM (ID # 2178)

DOC ID: 2178 A

**Approval or rejection to amend 2016/2017 budget for the
Police Department.**

This is to show the increase in the grant revenue from Border Star to provide additional traffic patrols on major highways to reduce drug crimes and have more of a presence to deter crime. We have done this for many years. This is done as overtime for an officer so it goes above and beyond what the City is already doing.

I recommend approval.

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General BUDGET AMENDMENT #

DEPARTMENT: Revenue DATE POSTED:

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	490 - 7553	Grant Revenue - LBSP	0.00		25,000.00	25,000.00
						0.00
Amendment Total			0.00	0.00	25,000.00	25,000.00

Justification/Explanation for change:

Increase budget to record excess grant revenue awarded.

 Dept Head Requesting Change Date
 Approved: Date
 Mark Milum, City Manager Date
 Polo Narvaez, Mayor Date

CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General BUDGET AMENDMENT #

DEPARTMENT: Police DATE POSTED:

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	507 - 01525	Overtime - LBSP	0.00		25,000.00	25,000.00
						0.00
Amendment Total			0.00	0.00	25,000.00	25,000.00

Justification/Explanation for change:

Increase budget due to excess grant revenue awarded.

 5/16/17
 Dept Head Requesting Change Date
 5/15/17
 Approved: Mark Milum, City Manager Date
 Polo Narvaez, Mayor Date

[Print This Page](#)
Agency Name: Los Fresnos, City of**Grant/App:** 2992402 **Start Date:** 9/1/2016 **End Date:** 8/31/2017**Project Title:** Local Border Security Program**Status:** Active Grant**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Enhanced Patrol - Overtime according to local OT policy (estimate of 912 hours at average OT rate, including fringe, of \$27.42/hr, rounded to \$25,000).	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100

You are logged in as **User Name:** cgonzaleslf

Attachment: Budget Amendment Police Dept (2178 : Budget Amendment)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2179)

DOC ID: 2179 A

Approval or rejection to approve the renewal of the agreement with The University of Texas Rio Grande Valley for the Stormwater Regional Task Force.

We have been part of this task force for the last 3 years. UTRGV assists us, along with other cities in the region in compliance in Texas Commission on Environmental Quality Phase II Stormwater requirements as well as participation in the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program and other similar type organizations dealing with clean water and protecting our environment. This also opens us up to potential grants. The amount of funds required for us to participate has gone down a little from last year at \$12,127 to \$11,992 this year. This is an important group to be involved in and has been beneficial for Los Fresnos.

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-2017-011

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 **6/15/17**, will be effective for exactly one (1) calendar year, and will terminate **06/14/18**, 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 **Havidán Rodríguez, PhD**, Provost and Executive Vice President for Academic Affairs, **UTRGV**.

EXECUTED the _____ day of _____, 2017, by **CITY**, by its duly authorized agent, as evidenced by the approval of the City Council.

“CITY”
CITY OF LOS FRESNOS

By: _____
Polo Narvaez
Mayor

ATTEST:

By: _____
Pam Denny
City Secretary

EXECUTED the _____ day of _____, 2017, by **UTRGV**, by its duly authorized officer.

“UTRGV”
UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Havidán Rodríguez, PhD
Provost and Executive Vice President for Academic Affairs

Attachment: Stormwater Renewal (2179 : Stormwater Agreement)

RECOMMEND APPROVAL:

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

ACKNOWLEDGMENT**STATE OF TEXAS**

§

§

COUNTY OF HIDALGO

§

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **Dr. Havidán Rodríguez**, Provost and Executive Vice President for Academic Affairs, **UTRGV**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

 Notary Public, State of Texas
 My Commission Expires: _____

Attachment: Stormwater Renewal (2179 : Stormwater Agreement)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2180)

DOC ID: 2180 A

Approval or rejection to approve a Memorandum of Understanding for the Rails-To-Trails Conservancy and the Lower Rio Grande Valley Active Plan Advisory Committee.

As you know the City is partners with other Cameron County Cities in the Lower Rio Grande Valley Active Plan Advisory Committee. The purpose is to develop trails throughout Cameron County connecting all cities. This 3 year agreement to partner with Rails to Trails will help us move along toward realizing that goal. There are no specific funds required with this agreement but as the plans develop and needs are realized they could ask for funds but it would be brought individually to the Council. Slow steady steps will one day pay dividends with trail connectivity.

I recommend approval.

DRAFT MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN RAILS-TO-TRAILS CONSERVANCY
AND THE LRGV ACTIVE PLAN ADVISORY COMMITTEE**

1. Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the Rails-to-Trails Conservancy (RTC), whose address is 2121 Ward Ct. NW 5th Floor, Washington, DC, and the Members of the LRGV Active Plan Advisory Committee located in Cameron County, TX.

2. Purpose

The purpose of this MOU is to establish the goals, roles and responsibilities of RTC and the Cameron County Active Plan Advisory Committee in order to achieve the successful buildout of County's Active Transportation Network. The guiding principles (GP) previously defined in the Active Plan will drive this process and are couched within the five major outcomes that RTC hopes to achieve via the long-term buildout of the Cameron County active transportation system:

- Expanding Transportation Options
 - Active Plan GP: Create a regional active transportation network.
- Fueling Strong Businesses and Economies
 - Active Plan GP: Generate new economic opportunity throughout the LRGV.
 - Active Plan GP: Diversify the local tourism market.
- Promoting Social Equity
 - Active Plan GP: Link Cameron County communities.
- Improving Health and Wellness
 - Active Plan GP: Promote healthy lifestyles.
- Protecting the Environment:
 - Active Plan GP: Promotes opportunities to increase awareness of the natural environment and thereby creates the desire to protect it.
 - Education component can be added to trails to identify native flora and fauna unique in this area (such as the milkweed and lantana, host plant to the monarch, etc).

Phase I of the project will build upon the efforts made during the Active Plan process to further these five long-term outcomes and Active Plan guiding principles by pursuing the following six-part project strategy:

- I. **Coalition Structure.** The Active Plan process was organized by the City of Brownsville. Going forward, a framework around which the group is formalized and organized, will serve as the underpinnings for keeping this important work moving forward. This will be the "operating manual" for how the Coalition is put together and more specifically how members will work

together, how leadership is chosen and how decisions are made. It will also be explored whether or not this Coalition should eventually become a separate and formalized nonprofit entity. Within this Coalition structure there will be two critical elements: the leadership team and the broader partner network:

- a. Leadership Team, representative of all Active Plan participating municipalities will need to be created to manage the following elements of the project:
 - i. Drive trail gap closing activities within and outside of city lines;
 - ii. Diversify funding streams to support the build out of the trail network infrastructure;
 - iii. Monitor performance indicators to measure the transportation, economic development, environmental and public health outcomes of the project;
 - iv. Establish policies and strategies for a designation, branding, marketing, signage and cultural tourism strategy for the initiative;
 - v. Support policy and advocacy efforts with local municipalities, transportation entities and elected officials.
- b. Partner Network. During the Active Plan process, a diverse coalition made up of representatives from the public, transportation, economic development, tourism and health sectors came together to define and approve the plan itself. The hope is to continue to build upon the meetings that were held during this process and further solidify this group to advance the work of the Active Plan. This may include the creation of various working groups to work on implementing specific goals, trail projects, etc.

- II. **Mapping and Analytics.** The participating Active Plan communities defined the active transportation network during the yearlong planning process, identifying existing and proposed active transportation corridors as part of their local planning efforts. This effort will be built upon by gathering relevant transportation, economic development, public health and environmental data and storing it in an easily accessible geospatial database that the network of partners will access to inform strategies that will advance the Active Plan. The database will allow for a variety of analyses to inform decision-making strategy, and to monitor and evaluate results related to each of the Long-Term Outcomes.
- III. **Gap Filling Strategy.** Active Plan participants have identified six proposed “catalyst” projects which will be prioritized in the buildout of the Cameron County active transportation network. The Partner Network will work to develop and implement strategies that will guide the development of these projects, as well as identifying new priority projects.
- IV. **Policy and Legal Strategy.** The Plan’s implementation program identifies multiple communities and agencies as principal implementing partners – with support from many of the other stakeholders that participated in the planning process. The Coalition will work together to identify current

barriers to implementing the plan along with strategies (e.g. policy, legal etc.) to overcome these barriers.

- V. **Fundraising Efforts.** The Active Plan Committee secured key fundraising support from participating municipalities and the Baptist Valley Legacy Foundation for the development of the Active Plan. Over the next three years, there will be a focus on growing and diversifying that support by securing private dollars from individuals, foundations and corporations located within and outside of the community to implement the Active Plan. These dollars will be used as a local match that could also unlock larger public dollars needed for the buildout of the active transportation network.
- VI. **Branding, Communications and Engagement.** A steady drumbeat of community activism and earned media exists, particularly in Brownsville, and can serve as a foundation for the Active Plan's promotion strategy. RTC plans to build upon these efforts by working with the Active Plan Leaders to tailor a specific communications strategy that will guide branding and marketing efforts. The strategy will be intended to build support for the plan across Cameron County and the Lower Rio Grande Valley and to maximize trail system use by local residents while attracting tourism from outside the region.

3. **Terms**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect from April 1, 2017 through March 31, 2020. The scope of work is anticipated to extend beyond this time frame and as such both parties will have the opportunity to revisit and possibly extend this MOU in the lead up to March of 2020.

4. **Responsibilities of RTC**

In an effort to achieve the five long-term outcomes, RTC proposes focusing on the following deliverables within each of the seven-part project strategy over the next three years. This is not an exclusive list of activities that will take place over Phase I of this project, but is instead an initial overview of the work that may take place:

- I. **Coalition Structure: Leadership Team and Partner Network**
 - a. Hire and manage an on-the-ground Project Manager who will help coordinate the delivery of RTC resources to the initiative.
 - b. The RTC Project Manager will work with designated leaders from each participating Cameron County jurisdiction to:
 - i. Develop the Coalition structure that will implement the Active Plan;
 - ii. Formalize the aforementioned Leadership Team and Partner Network;
 - iii. Work with the group to determine a schedule of meetings and check-ins with necessary members of the Coalition to ensure that the network is making progress towards its long-term goals.

II. Mapping and Analytics

- a. Create a geospatial database to assist in consolidation, management and analysis of data that will support the Active Plan.
- b. Work with local partners to bolster any current trail counting efforts and define a trail count strategy so that counts can be used as a baseline metric.
- c. Provide GIS training for interested Cameron County municipal employees.
- d. Determine feasibility of using BikeAble™ in Cameron County.
- e. Determine viability and scope of a trail town strategy that could overlap with Active Plan tourism findings. Such a strategy would work to ensure that communities and businesses are able to maximize the economic benefits of the completed trail network.
- f. Beta-test health care cost savings calculator on one to three existing multi-use trails in Cameron County.

III. Gap Filling Strategy

- a. Conduct a fine-grained assessment of the connectivity and gaps within the current trail system.
- b. In addition to prioritizing the six previously identified catalyst projects, RTC will utilize the network of partners and the geospatial database to develop a prioritized list of trail system investments focused on closing gaps that will increase usage at the lowest possible cost.
- c. Work with the Coalition to develop a funding strategy to pay for priority gap completion.

IV. Policy and Legal Strategy

- a. Develop a menu of local, state and federal funding options to diversify and accelerate progress in building the network.
- b. Correlate the trail funding options to the prioritized list of trail system gaps to match segments to potential resources and develop a timeline for applications and associated advocacy.
- c. Work with the City of Brownsville and other local agencies to identify strategies and potential policy changes amongst the ten Cameron County communities within the project scope to secure formal endorsement of final trail plans from applicable authorities and facilitate participation in regional network of trails.
- d. Assist the Active Plan Committee in persuading state and federal agencies to amend policies or making necessary determinations that support LRGV multi-use trail implementation.
- e. Provide legal guidance that could support local efforts to navigate relationship with Union Pacific in support of the West Rail Trail.
- f. Provide assistance on the bi-national connection between Brownsville and Matamoros.
- g. Leverage the findings of the spring 2017 economic impact study to engage local elected and decision makers.

V. Fundraising Efforts

- a. Develop a menu of funding needs for the Phase I rollout of the Active Plan.
- b. Identify, cultivate and secure funding from individuals, corporations and foundations that would be willing to work support this project.
- c. Leverage privately raised funds that can serve as matching grants to secure larger public funds for infrastructure build out.

VI. Branding and Engagement

- a. Announce the trail network as one of RTC's premier trail-building initiatives.
- b. Develop a cohesive communications strategy, including target audiences, key messages and activities for engagement across earned, shared, paid and owned media channels.
- c. Establish a name and brand for the network.
- d. Leverage RTC's audiences to elevate the project on a national stage and highlight Cameron County trails/tourism offerings.
- e. Organize public events to support communications objectives and engage audiences. Leverage Trailink and its volunteer/events portal to support Cameron County's tourism goals and engage trail-side businesses.
- f. Develop way-finding/branded signs for existing and proposed trail network.
- g. Create a regional active tourism website for the project.

5. Responsibilities of the LRGV Active Plan Advisory Committee.

The Active Plan Advisory Committee will act in good faith and bring the following local resources to each element of the project strategy in an effort to achieve the goals and objectives of this partnership:

- I. **Coalition Structure: Leadership Team and Partner Network**
Identify potential candidates that could serve as the Project Manager and, once hired, Support them in their efforts to engage key stakeholders and connect those who should be brought into the project support team.
- II. **Mapping and Analytics**
Share existing Cameron County data and support the collection of additional data to ensure that that the team has the deepest understanding of network gaps and opportunities.
- III. **Gap Filling Strategy**
Commit to participating in identifying and prioritizing gaps within the identified network as well as participating in strategy development to complete priority projects.
- VII. **Policy and Legal Strategy**
Provide the background and connections needed to identify political opportunities and communicate the benefits of this project with local decision makers. Ensure that all Active Plan Advisory Committee members take action – through resolution or other formal statement of endorsement – to commit to making the plan become a reality.
- IV. **Fundraising Efforts**
Participate in, as needed, prospecting, cultivation and proposal writing activities tied to raising key funds for this project.
- V. **Branding, Communications and Engagement**

Engage in activities around the development of a comprehensive communications strategy for the Active Plan, including the development of a trail network brand.

6. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Rails-to-Trails Conservancy

Keith Laughlin, President _____ Date _____

Liz Thorstensen, VP of Trail Development Date

The LRGV Active Plan Advisory Committee

[Name and Title]	Date
------------------	------

[Name and Title]	Date
------------------	------

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2199)

DOC ID: 2199 A

Approval or rejection to approve a Resolution 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 is how we normally handle all of these types of cases. All cities hire one firm to represent them. The cost is paid through the settlement by AEP.

I recommend approval.

Pam Denny

From: Judy McMahon <jmcmahon@lglawfirm.com> on behalf of Chris Brewster <CBrewster@lglawfirm.com>
Sent: Monday, June 5, 2017 4:42 PM
To: Chris Brewster
Cc: Hannah Wilchar; Tanya Leisey
Subject: Action Requested: Intervention in AEP's Energy Efficiency Cost Recovery Factor Case
Attachments: Memo to Client regarding AEP 2018 EECRF filing (47236).DOCX; 47236 AEP 2018 EECRF Intervention Resolution.DOCX; 47236 Model Staff Report.DOC

Importance: High

Cities Served by AEP :

You are receiving this message because our firm has represented your city in matters involving American Electric Power ("AEP"), and because, as described in the attached memorandum, AEP has recently filed a case affecting its rates at the Public Utility Commission ("PUC" or "Commission") that we recommend cities intervene in. Full details are provided in the memorandum, but in short, AEP seeks to modify the special rate that it charges to recover the cost of its energy efficiency programs; this rate is termed an Energy Efficiency Cost Recovery Factor ("EECRF"). In essence, an EECRF case at the PUC is akin to a rate case in which only energy efficiency costs and rates are considered.

As you may recall, last year, AEP merged its Texas North and Texas Central companies. As a result, this year's filing is consolidated but would still establish separate EECRF rates for the two divisions.

Under the Commission's rules, 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 case.

The City of McAllen, in the service area of what was Texas Central Company, has authorized us to intervene in the case on its behalf. We have included a resolution and model staff report that will authorize your city's intervention in this matter and participation with the group. Please let us know the date that your Council will take up this resolution, and forward the adopted resolution to me so that we can include it in our future supplemental filings.

Please feel free to contact me if you have questions or concerns.

Regards, Chris

Christopher L. Brewster

Attorney

T +1 512.322.5831

F +1 512.472.0532

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Ave., Suite 1900

Austin, TX 78701

<http://www.LGLawFirm.com/>

Attachment: AEP Resolution (2199 : Resolution AEP)

MODEL STAFF REPORT

PURPOSE

AEP Texas Inc. (“AEP” or “Company”) filed an application on or about June 1, 2017 with the Public Utility Commission of Texas (“PUC” or “Commission”), seeking to adjust its 2018 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.

Last year in Docket Nos. 45928 and 45929, the Commission authorized AEP to adjust its 2017 EECRFs to recover \$10,761,9123 (\$9,003,339 for the Central Division and \$1,758,574 for the North Division). In this filing, AEP is seeking to adjust its EECRF to collect \$11,618,997 (\$9,488,449 for the Central Division and \$2,130,548 for the North Division) in 2018 to reflect the following components:

- 1) recovery of \$8,650,863 for AEP Texas (\$6,813,091 for the Central Division and \$1,837,772 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 \$1,173,691 for the Central Division and \$328,735 for the North Division, representing the over-recovery of \$1,502,426 for AEP Texas actual energy efficiency costs for 2016;
- 3) recovery of \$3,492,251 for the Central Division and \$556,190 for the North Division representing AEP Texas’ 2016 performance bonus of \$4,048,441 for achieving demand and energy savings that exceeded its minimum goals to be achieved in 2016;
- 4) recovery of \$5,713 (\$2,822 for the Central Division and \$2,891 for the North Division) representing 2016 EECRF proceeding expenses incurred in Docket Nos. 45929 and 45928 by municipalities as authorized by 16 TAC § 25.181(f)(3)(B); and
- 5) recovery of \$416,407 for AEP Texas’ share of the EM&V costs to evaluate PY 2016 and PY 2017 (\$353,977 for the Central Division and \$62,430 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. 47236.

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.

RESOLUTION NO. 06-2017

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.

WHEREAS, on or about June 1, 2017, 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. 47236; 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. 47236.
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 Chris Brewster, Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the 13th day of June, 2017.

Polo Narvaez, Mayor, City of Los Fresnos

ATTEST:

Pam Denny, City Secretary

Attachment: AEP Resolution (2199 : Resolution AEP)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Plats
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2196)

DOC ID: 2196 A

Approval or rejection to acknowledge the Planning & Zoning Commission's approval of preliminary plats for Feather Ridge Subdivision and Valle Alto East Subdivision, Phase 5.

Both of these subdivisions were approved by staff, Naismith/Hanson Engineering and the Planning & Zoning Commission. Feather Ridge Subdivision will be just east of the new City Hall property and will consist of 42 single family homes. The lots will be quite large at over 8,000 square feet. Valle Alto East Subdivision, Phase 5 is a continuation of the development on the south side of Whipple Road and will consist of 41 single family homes and 40 multifamily units (20 duplexes). The lots for the single family homes will meet the new approved requirement of at least 6,000 square feet. They both hope to have the final plats approved by the Planning & Zoning Commission in June so the Council can approve in July. Once that is done they can begin infrastructure construction on water, wastewater, stormwater and streets.

I recommend approval

Planning and Zoning Commission

200 North Brazil

Los Fresnos, TX 78566

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

Regular Meeting

~ Minutes ~

Monday, May 15, 2017

6:00 PM

City Hall

AGENDA

Call to Order

The meeting was called to order at 6:02 PM by Chairman Abran Ortega

Visitor Remarks - To speak you must sign in with City Secretary prior to the meeting and you will have a limits of 5 minutes to speak.

There were no comments from the public.

Action Items

Consideration and ACTION to approve Minutes from March 20, 2017 and March 30, 2017 meetings.

Motion was made and seconded to approve the Minutes from March 20, 2017 and March 30, 2017 as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gil Gomez, Board Member
SECONDER:	Larry Meade, Board Member
AYES:	Abran Ortega, Larry Meade, Gil Gomez, Javier Rodriguez
ABSENT:	Ray Ortiz, Larry Stambaugh, Robby Walsdorf

Consideration and ACTION to approve or reject preliminary plat for Feather Ridge Subdivision.

Mr. Milum stated that this property is located on the east side between the Rodeo grounds and the existing development. It will be next to where the new City Hall will be built. The City Staff and City Engineer has reviewed the preliminary plat and have approved it. There will be 42 lots. Lot 1 that is located on Hwy 100 and will be developed for commercial.

Mr. Jim Rose, Engineer for developer, was present and he answered questions from the Board.

Motion was made and seconded to approve the preliminary plat for Feather Ridge Subdivision.

Regular Meeting

Monday, May 15, 2017

6:00 PM

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Meade, Board Member
SECONDER: Javier Rodriguez, Board Member
AYES: Abran Ortega, Larry Meade, Gil Gomez, Javier Rodriguez
ABSENT: Ray Ortiz, Larry Stambaugh, Robby Walsdorf

Consideration and ACTION to approve or reject preliminary plat for Valle Alto East Subdivision, Phase 5.

Mr. Milum explained that his property is located off of Whipple Road and Evergreen Street. This is another phase of Valle Alto Subdivision and will extend behind Easter Lilly Drive. The lots that face Evergreen Street is zoned multi-family and they will build duplexes on those 10 lots. The other lots will be single family residences.

Mr. Gomez stated that on the plat it shows a Magnolia Drive and there is already a Magnolia Street in the City. Mr. Rose stated they will change the name.

Mr. Rose and Mr. Milum answered questions from the Board.

Motion was made and seconded to approve the preliminary plat for Valle Alto East Subdivision, Phase 5.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Gil Gomez, Board Member
SECONDER: Larry Meade, Board Member
AYES: Abran Ortega, Larry Meade, Gil Gomez, Javier Rodriguez
ABSENT: Ray Ortiz, Larry Stambaugh, Robby Walsdorf

Adjournment

The meeting was closed at 6:22 PM

 Presiding Officer of the Council

 Recorder

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2202)

DOC ID: 2202 A

Consideration and ACTION to name the street between the new City Hall and the Rodeo grounds.

Progress is being made on the new development by the city hall and the fire department and ambulance service are working on plans to build a facility. Of course the City is continuing the plans for a new city hall as well. The City agreed to partner with the fire department, the ambulance service, the rodeo committee and the stock show in trying to get a road constructed hopefully with a grant or the county's assistance. The street needs to be named. The developer has named the street on the east side of the city hall Ocelot Drive. I have been 2 excellent names and I am sure there are more. One name is Rodeo Drive for obvious reasons since the rodeo is the single largest event for Los Fresnos and brings many visitors and increased business to our community. The other name is Memorial Drive. Since we will have the Veterans Memorial in front of the City Hall this name fits really well too. Maybe we could convince the developer to change the proposed name of the street to the east of the city hall to Memorial Drive and the street to the west of the city hall could be Rodeo Drive. Just thoughts and I'm sure you have some as well.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2201)

DOC ID: 2201 A

Consideration and ACTION to approve an agreement with the Los Fresnos Volunteer Fire Department and the Los Fresnos Ambulance Service on the lease of the current Emergency Services Building.

The fire department and ambulance service utilize the building they are presently in under a lease that was originally for 99 years. The agreement has between 70 and 75 years left before it expires. When the building was originally built with grant funds for the exterior and both organizations paid to have it completed in the interior. No one remembers exactly how much was spent that long ago but it was between \$75,000 and \$100,000. The fire department and the ambulance service could continue using the building until their lease expires using the area for the storage and vehicles not utilized as often. They would prefer to have everything under one roof at the same location but funds are tight in order to make that happen. The building could be utilized for a city storage facility and garage. We desperately need the room for vehicles and all kinds of storage. I would like to "buy" out the agreement for \$100,000. The building is many times more valuable than that. They could utilize the funds for being able to complete their facility large enough for the current needs as well as long into the future. This would continue to show our strong commitment to both organizations for the great services they provide the citizens of Los Fresnos. It would also solve a great need for the City. We would budget the funds in the 2017-2018 budget.

I recommend approval of assisting the fire department and ambulance service in the amount of \$100,000 during construction of their facility in exchange for the cancellation of the contract once their building is completed.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2182)

DOC ID: 2182 A

Consideration and ACTION to approve or reject and or all proposals received for engineering on the Henderson Road Project.

Six firms have responded to the advertisement for the request for proposals for engineering services for Henderson Road. The rating will be done by Polo Narvaez, Yolanda Cruz, Carlos Salazar and me on Thursday evening. I will prepare the spreadsheet and have a recommendation ready for the meeting based on the ratings like we always do.

RATING SHEET FOR ENGINEERING SERVICES

COMPANY NAME	RATING BY POLO NARVAEZ	RATING BY YOLANDA CRUZ	RATING BY CARLOS SALAZAR	RATING BY MARK MILUM	TOTAL	AVERAGE
Halff Associates, Inc.	90	90	70	85	335	83.8
Sigler, Winston, Greenwood, SWG Engineering	82	95	80	79	336	84.0
Ambiotec Group	96	95	95	98	384	96.0
Guzman & Munoz Engineering & Surveying	92	95	90	80	357	89.3
Naismith/Hanson, Inc.	91	100	85	82	358	89.5
SAMES - Sam Engineering & Surveying	92	80	85	75	332	83.0

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2183)

DOC ID: 2183 A

**Consideration and ACTION to approve or reject any or all
bids received for the construction contract for the 2015/2016
Street Improvement Project TxCDBG 7216300 Contract.**

Bids are due on Thursday at 3:00 pm for the street project which includes Sixth Street from Pita Street to Coma Street and Ninth Street from Arroyo Boulevard to Coma Street.

Naithsmith/Hanson Engineering will have the tabulations completed for the meeting so we can have a recommendation to present.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Contract
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2181)

DOC ID: 2181 A

Consideration and ACTION to approve contract between the City of Los Fresnos and Brown Reynolds Watford Architects for design of New City Hall.

If you recall when the original contract with BRW was approved we agreed that the price would be between 8% and 12%. Our budget (loan) is \$2,500,000 so the final contract was set based on that. The fees are as follows.

Basic	\$243,600	9.74%
IT & Phone	\$8,200	
Geo-Tech	\$6,400	
Surveying	\$6,800	
Total Additional Services	\$ 21,400	0.86%
Grand Total	\$265,000	10.60%

I recommend approval.



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of May in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

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

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

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

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

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

Architectural services for the City of Los Fresno's for Design Services for the new Municipal Complex

The Owner and Architect agree as follows.

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

Attachment: Agreement with BRW for New City Hall Pages 1-12 (2181 : New City Hall)

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

Basic professional architectural services for the new Los Fresno's Municipal Complex, located on the south side of Highway 100 on eastern edge of Los Fresnos. The Municipal Complex is to be a one (1) story building consisting of City Hall and court functions. The facility have an estimated construction budget of \$2,500,000.00.

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

.1 Commencement of construction date:

Upon "Notice to Proceed" issued by City of Los Fresnos

.2 Substantial Completion date:

To be determined upon the date of the "Notice to Proceed"

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

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

A. SCOPE OF SERVICES PROVIDED BY ARCHITECT**Architectural**

- Description of the basic services listed below under Scope of Services by Project Phase, Section 2.1 E.
- Preparation and/or assistance of bid packages
- Preparation and/or assistance of solicitation and contract Documents and Procedures

Landscape Architecture

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

Landscape Irrigation

- Irrigation system design and documentation.

Civil

- Drainage, grading and paving design.
- Grading spot elevations adequate for TAS compliance.
- On-site water and sewer utilities

Structural

- Foundation and structural framing.
- Screening walls, retaining walls, and exterior stairs (as applicable).

Mechanical, Plumbing and Electrical

- Mechanical systems, including temperature controls systems and written sequence of operations.
- Fire protection (sprinkler system) performance specification.
- Electrical power, lighting, and fire alarm systems.
- Coordination with utility companies for electrical power, telephone, fiber, cable, TV, etc.
- Service entrances.
- Emergency generator.
- Audio Video design (Basic)
- Building Security Design (Basic)
- Telecommunications and computer equipment and wiring, including voice, data, cable TV, fiber optic cabling, wire management systems, and terminations.

Additional Services to be provided:

- Geo-technical Report
- Surveying
- IT, Network cabling and Telephone Design & Engineering

B. EXCLUSIONS FROM BASIC SERVICES

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

Architectural

- Furniture and office equipment procurement
- Fitness equipment procurement
- Professional models and renderings produced out-of-house.
- Preparation or assistance of Solicitation and Contract Documents and Procedures

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User Notes:

- LEED Design / LEED Certification.
- Full time on site construction observation
- Environmental Impact analysis or hazardous materials conditions / issues
- Preparation or assistance of bid package after first initial bid

Civil

- Property Plat
- Zoning modifications, including street abandonments, easements, S.U.P.s and P.D.s.
- Traffic analysis and traffic signals.
- Environmental or hazardous materials conditions / issues.
- Storm Water Pollutant Prevention Plan (SWPPP), to be provided by Contractor.
- Detention pond design and review process

Mechanical

- Fire protection (sprinkler) system design (beyond performance specification)
- Building utility bill estimates
- Acoustical Design and Documentation
- Security – Employee card control entrance, security cameras at patron/employee areas
- Energy Efficient / Life Cycle

C. OWNER RESPONSIBILITIES

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

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

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

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

D. OWNER PROVIDED SERVICES AND SYSTEMS

The Owner shall furnish services or building systems other than Basic Services, or authorize the Architect in writing to furnish them as an Additional Service, when such services are required to complete the project, provided that the City may use another subcontractor to provide the following services. These services may include those listed below as applicable:

Laboratory materials testing / inspections (during construction)

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

Telecommunications and computer equipment and wiring (beyond CAT 5E), including voice, data, cable TV, fiber optic cabling, wiring management systems, and terminations (Design coordination beyond integrating the information and design provided by the Owner to be included and coordinated in construction documents)

E. SCOPE OF SERVICE BY PROJECT PHASE:

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User Notes:

Schematic Design

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

The site will be reviewed to make sure the proposed building will fit and the requirements for vehicular and pedestrian circulation conditions are met

Programming. BRW along with the City will review the programming that was completed in the study of 2015.

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

Conceptual Design. BRW will provide two schemes for conceptual design of the new Municipal Complex. Upon review of the schemes, one of the schemes is selected for modification and further development in Schematic Design. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored floor plans and exterior elevations and computer modeling if needed. BRW will submit 5 copies of the 11 x 17 conceptual designs for the Owner's review and comment.

Schematic Design documents shall include a site plan, building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design phase shall include two (2) working design meetings with the Owner.

Statement of Probable Cost. BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot. BRW will submit five (5) copies of the 8 ½ x 11 estimate.

Design Development

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

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

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

Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. Design Development deliverables shall include 5 half size sets 30" x 42" format (15" x 21") for the Owner's review and comment

Construction Documents

The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for

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User Notes:

construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

The Architect shall update the estimate of the Cost of the Work and project schedule at 50% and 95% completion of Construction Documents. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget or the Architect's cost estimates.

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

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

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

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

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

Coordination of all architectural drawing will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW will assist the City in providing the solicitation documents for inclusion in the specifications.

Bidding

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

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

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

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

BRW will assist the City during the bidding phase.

Construction Administration

The Architect shall participate in a pre-construction conference.

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

Init.

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

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

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

- Evaluation of Contractor's substitution requests beyond 30 days after the execution of the contract.
- Owner or Owner's Representative requested project scope changes resulting in changes to the Construction Documents.
- Evaluation of an extensive number of claims submitted by the Contractor in connection with the work
- One (1) eleven (11) month warranty walk through after completion
- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion originally established in the construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

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

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

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

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

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

.1 General Liability

\$1,000,000.00 each occurrence
\$2,000,000.00 general aggregate

.2 Automobile Liability

\$1,000,000.00 combined single limit

.3 Workers' Compensation

\$1,000,000.00 each accident / policy limit

.4 Professional Liability

\$2,000,000.00 per claim

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\$4,000,000.00 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3-3, Section 2.1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or Sections 2.1 are Additional Services.

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

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

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

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

Init.

include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work. Updates on the estimated Cost of the Work shall be provided to the Owner or Owner's Representative at the Schematic Phase, Design Development Phase, and Construction Document Phase. Refer to § 3.2.6, § 3.3.2 and § 3.4.4, of this agreement.

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, ~~requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~ bidders will be handled electronically. PDF files containing the drawings and specifications will be made available to the contractors through the BRW FTP bidding site. Prospective contractors will be able to download and print at their expense.
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, including posting the bid tabulation form as assisting in the evaluation of bidders, as directed by the Owner.

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

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall confirm that, to the best of his/her knowledge and belief, the Contractor has complied with the Plans and Specifications. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Payment, and that the Certificate of Occupancy has been issued and the Architect has accepted the work of the Contractor.

§ 3.6.2 EVALUATIONS OF THE WORK

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

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

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

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

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

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

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Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

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

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

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Refer to Section 2.1.
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs	Architect	Refer to Section 2.1.
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Refer to Section 2.1.
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	Refer to Section 2.1.
§ 4.1.8 Landscape design	Architect	Refer to Section 2.1.
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Refer to Section 2.1.
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Architect	Refer to Section 2.1.
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	Refer to Section 2.1.
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Refer to Section 2.1.
§ 4.1.20 Telecommunications/data design	Architect	Refer to Section 2.1.
§ 4.1.21 Security Evaluation and Planning	Architect	Refer to Section 2.1.

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	(B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™–2012) (B214™–2007)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™–2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	<u>Architect</u>	<u>Refer to Section 2.1.</u>

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

Refer to Article 2.1 of this agreement

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

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

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

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

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

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

- .1 (~~Two (2)~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (~~Twenty-four (24)~~) visits to the site by the Architect over the duration of the Project during construction Project, ten (10) during design and fourteen (14) during construction. Additional site visits requested by the Owner shall be a reimbursable expense to the Architect.
- .3 (~~One (1)~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (~~One (1)~~) inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within ~~45-30~~ days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 MEDIATION

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

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

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction in Cameron County, TX.

☐ Other (Specify)

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User Notes:

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement~~, Agreement without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

Payment for Basic Services shall be a fixed fee in the amount of \$265,000.00 to be invoiced monthly based on the percentage of work completed.

Basic Services to be provided - Fee Breakdown Including Approved Additional Services / Refer to Article 11.2

Fee Subtotal for Basic Services	\$ 243,600.00
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Approved Additional Services to be provided - Fee Breakdown

IT and Telephone Design & Engineering	\$ 8,200.00
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Geo-tech engineering	\$ 6,400.00
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Surveying	\$ 6,800.00
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Total Approved Additional Services	\$ 21,400.00
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Total Fee	\$265,000.00
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If the Construction Cost Limitation is revised prior to acceptance of the construction contractor's competitive sealed proposal or construction manager's guaranteed maximum price, the Basic Services Fee will be adjusted based on interpolation of the following schedule:

Less than 5%	No Change in Basic Services Fee
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Over 5%	Adjust by Original Fee %
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Project Schedule:

We anticipate the following time periods for the project phases starting with the "Notice to Proceed" from the Owner:

Schematic Design	4 weeks
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50% Review

100% Review

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<u>Design Development</u>	<u>6 weeks</u>
<u>100 Review</u>	
<u>Construction Documents</u>	<u>10 weeks</u>
<u>50% Review</u>	
<u>95% Review</u>	
<u>100% Final Deliverables</u>	
<u>City Review</u>	<u>2 weeks</u>
<u>Total Design</u>	<u>22 weeks</u>
<u>Bidding</u>	<u>4-8 weeks</u>
<u>Building Construction</u>	<u>10-12 months</u>

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

Any other Additional Services which are not listed in Article 11.1 shall be negotiated as a lump sum fee.

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

Refer to Article 11.7 of this agreement for hourly rates.

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

Not applicable.

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

Schematic Design Phase	<u>\$ 53,000.00</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>\$ 39,750.00</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>\$106,000.00</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>\$ 13,250.00</u>	percent (	<u>5</u>	%)
Construction Phase	<u>\$ 53,000.00</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred \$ <u>265,000.00</u>	percent (	100	%)

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

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

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

Init.

Employee or Category	Rate
<u>Administrative Staff</u>	<u>\$ 70.00 per hour</u>
<u>Intern Architect II</u>	<u>\$ 75.00 per hour</u>
<u>Intern Architect I</u>	<u>\$ 90.00 per hour</u>
<u>Architect</u>	<u>\$120.00 per hour</u>
<u>Project Architect</u>	<u>\$140.00 per hour</u>
<u>Project Manager</u>	<u>\$160.00 per hour</u>
<u>Principal</u>	<u>\$190.00 per hour</u>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

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

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

§ 11.9 Not Applicable to this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

~~%—~~ The lower of 5% per annum or the maximum rate allowed under Chapter 2251, Texas Government Code

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

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

Texas Board of Architectural Examiners (TBAE)

P.O. Box 12337

Austin, Texas 78711

512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

~~.3~~

~~.2~~ Other documents:

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

Not Applicable.

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

OWNER

(Signature)

Mark Milam, City Manager

City of Los Fresnos

(Printed name and title)

ARCHITECT

Ray Holliday

(Signature)

Ray Holliday, AIA, Principal

Brown Reynolds Watford Architects, Inc.

(Printed name and title)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2184)

DOC ID: 2184 A

Consideration and ACTION to approve the first, second and final reading of Ordinance 481 on the sale, use and discharge of fireworks in the City of Los Fresnos.

The ordinance needed to be updated to reflect a permanent structure that stays up all year long and a temporary structure that is brought in only for that particular time and then removed. Since these structures need to be inspected each year or each time they are brought into the City, we included fees of \$500 annually for a permanent structure and \$300 each selling season for a temporary structure. We have to review quite a few things including the site plan, set backs, distances for other structures, parking, lighting, restroom facilities as well as it being inspected by Code Enforcement, the Fire Marshal and the Building Inspector. Everything else in the ordinance remains the same.

I recommend approval.

ORDINANCE NO. 481

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS
PROVIDING FOR AMENDMENT TO CHAPTER 18, ARTICLE III, DELETING
SECTIONS 18-75 THROUGH 18-79 AND ADDING SECTIONS 18-80 THROUGH 18.96
OF THE CODE OF ORDINANCES CONCERNING THE SALE, USE AND
DISCHARGE OF FIREWORKS IN THE CITY OF LOS FRESNOS; AND PROVIDING
FOR A PENALTY; REPEALING ORDINANCE 479; PROVIDING A SEVERABILITY
CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

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

Chapter 18, Article III, deleting Section 18-76 through 18-79 and adding Sections 18-80 through 18-96 of the Code of Ordinances of the City of Los Fresnos, Texas is hereby amended to read as follows:

Sec. 18-80. DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

FIREWORKS: Means any combustible or explosive composition or any substance or combination of substances, or article or device prepared for the purpose of producing or capable of producing a visible or an audible effect by combustion, explosion, deflagration or detonation. The term "fireworks" shall include, but is not limited to, firecrackers, bottle rockets, sky rockets, roman candles and sparklers. The term "fireworks" does not include automobile flares, paper caps, or plastic caps which contain 0.25 of a grain of explosive content or less per cap which are used with toy pistols, toy canes, toy guns or other similar devices.

PERMANENT BUILDINGS OR FACILITIES: Fireworks vending locations, are defined as fireworks vending structure constructed out of brick, masonry, wood and/or metal with permanent foundations affixed to the ground that also provides safe, off-street, all weather paved parking and walking areas with proper curb cuts for safe ingress and egress of vehicles, permanently and fully-lighted and accessible parking lots for their customers and the public at the location when the location is open to the public.

PORTABLE BUILDING OR FACILITY OR SALES STAND: Fireworks vending locations, are defined as non-permanent structures that are independently transported separately and placed at their location regardless of having been connected to any existing or other placed non-permanent structure that also provides safe, off street, caliche parking and walking area with proper curb cuts for safe ingress and egress of vehicles unless paved areas are already available at a location, which cannot revert to caliche once they are paved, with parking lot lighting on at night at all times that the location is open to the public.

Sec. 18-81. USE AND POSSESSION OF FIREWORKS ON PRIVATE PROPERTY.

A person may use or possess fireworks without a permit or authorization from the City within the city limits only under the following conditions:

- (1) Use or possession of fireworks must occur on private property;
- (2) The person must own the private property on which he or she uses or possesses fireworks or must have received the prior consent of the property owner(s);
- (3) There is not a burn ban in effect that applies to the property on which the person uses fireworks;
- (4) Such use or possession occurs during the hours of 9:00 a.m. and 10:00 p.m. except on New Year's Eve and hours will be 9:00 a.m. to 1:00 a.m. on the days stated by State and County laws;
- (5) A person may not use fireworks within 100 feet of a place where flammable liquid or flammable compressed gases are stored or dispensed.

Sec. 18-82. USE OF FIREWORKS BY MINOR.

A minor who is under 16 years of age and who uses or possesses fireworks in the manner provided by this chapter may do so only under the direct supervision of an adult who is at least 18 years of age.

Sec. 18-83. SALE OF FIREWORKS IN THE CITY LIMITS.

- (A) Storage and sale of fireworks in the City of Los Fresnos will comply with all county and state rules, regulations, and laws, including Texas Occupations Code ch. 2154, Texas Fireworks Rules for Retail Fireworks Sales and Storage, and all state fire laws applicable to the sale and storage of fireworks.
- (B) Fireworks may be stored in the City of Los Fresnos in the permanent buildings or facilities.
- (C) With the exception of those dates approved by the county and state no fireworks will be on the premises of any portable building, facility or sales stand or adjacent buildings or warehouses located in said premises or property in the City of Los Fresnos. The Fire Marshal may inspect those locations to confirm that no fireworks are present and any violation shall be cited and subject to fine under this article. The owners and/or operations of those portable building locations that have not been moved in the off-season shall meet the Fire Marshal at the location in the off-season during normal business hours for inspections and failure to do so shall make the owner subject to fine under this article.
- (D) Permanent fireworks sales buildings must provide restrooms for the public and retail customers and for employees. Portable fireworks building, facilities or stands must provide portable toilets for the public and retail customers and employees at all locations where portable buildings are located. All bathroom facilities must comply with city and state health code regulations.
- (E) Portable buildings, facilities or sales stands for fireworks must obtain a permit before each selling season prior to the building being placed at the location for the sale of fireworks. Inspection must occur prior to each selling season.
- (F) Permits for Permanent Buildings or Facilities will be issued on or about the 31st of January each year. Fees are included in the Fee Schedule.
- (G) Permits for Portable Building or Facility or Sales Stand will be issued before each selling season. Fees are included in the Fee Schedule.
- (H) Purchasers of fireworks must be at least 16 years of age. A fireworks vendor and/or the employee of said vendor that fails to comply with this requirement shall be subject to citation and possible fine for violation of this article.
- (I) Purchasers of fireworks within the City of Los Fresnos shall be allowed to possess fireworks for transporting purchased fireworks or as allowed in Section 18-81 and shall not be subject to citation for violation of this or any other ordinance of the City of Los Fresnos with regard to possession of fireworks as long as such purchaser is transporting said fireworks and said fireworks are inside bags or other similar container or as allowed in Section 18-81.

- (J) Those businesses operating permanent and portable buildings for the sale of fireworks to the public shall secure a public liability insurance policy with a combined single limit of not less than \$300,000.00 for personal injury, property damage or death of any person arising out of any act or omission on the part of the business or any agent or employee thereof and shall provide the city with a copy of said policy by January 31st of each year or prior to permit being approved and failure to do so will result in a violation of this article and said locations shall not be allowed to sell fireworks until a copy of said policy is provided to the city. Additionally, the City of Los Fresnos shall be given at least 30 day's notice prior to the cancellation of said insurance policy.
- (K) Nothing herein shall prohibit the sale of fireworks at wholesale by a manufacturer residing within the city limits of Los Fresnos, provided such fireworks are shipped directly out of the State of Texas in accordance with United State Department of Transportation regulations by motor, rail, water, or other interstate transportation.

Sec. 18-93. SPECIAL EVENT FIREWORKS PERMIT.

A person who wishes to possess or use fireworks in a manner that differs from the authorization described in this section may do so upon issuance by the city a special event fireworks permit.

- (A) A person desiring a special events fireworks permit shall submit an application for such permit using the form provided by the city. Such form will require the name and address of the person(s) owning the property, the name and address of the person seeking the permit, the date and time of the event, estimate of the number of people in attendance at the event, the type of fireworks to be used at the event, any preventative or safety measures being implemented at the event and any other information as requested by the City Manager. Permission and consent of the landowner must be submitted with the application if the application is submitted by someone other than the landowner.
- (B) Prior to the issuance of the permit the city may require that the applicant submit proof of insurance for the event.
- (C) The City Manager shall issue the permit but may impose terms and conditions upon the permit that the city deems necessary for the safety of the public.
- (D) The permit applicant may appeal any special events fireworks permit decision of the City Manager to the City Council.

Sec. 18-94. PENALTY.

- (A) A person commits an offense if he or she manufactures, sells, offers to sell, possesses for sale, ignites, detonates or possesses with intent to ignite or detonate any fireworks within the city limits in any manner not permitted by this chapter.

- (B) An offense under this chapter shall be punishable by a fine not to exceed \$2,000. Each day any violation of this chapter shall continue shall continue as a separate offense.

Sec. 18-95. SEVERABILITY.

It is hereby declared to be the intention of the City Council of the City of Los Fresnos that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance.

Sec. 18-96. EFFECTIVE DATE.

This Ordinance shall be effective upon passage and publication of the caption of this ordinance as required by the City Charter and State law.

INTRODUCED and APPROVED on the first reading this ____ day of _____, 2017.

APPROVED and PASSED on the second and final reading this ____ day of _____, 2017.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

10-62	Temporary food vendor permit—each	10.00
10-63	Coin-operated amusement machines:	
10-64	Occupation tax—each machine annually	15.00
10-68	Removal of city seal for nonpayment of tax	25.00
10-72	Duplicate permit fee	15.00
10-101	Premises license—per location annually	25.00
10-132	Additional fee for failure to pay for 1 or more machines	50.00
10-166	Garage or yard sale permit—each sale	10.00
	Sexually oriented business license—annually	500.00
	Solicitations (charitable solicitors exempt):	
	Permit fee—each applicant	10.00
	Additional—each solicitor	10.00
10-202	Oil and gas wells:	
	Permit fee—annually	500.00
	Inspection fee—annually	100.00
18-83	Chapter 18 - Fire Prevention and Protection	
	Fireworks	
	Permanent Buildings or Facilities (annual)	500.00
	Portable Building or Facility or Sales Stand (each selling season)	300.00
	Chapter 12—Courts and Jails	
	Municipal court maintains its own fine and fee schedules, available in the office of the court clerk.	
24-1	Chapter 24—Law Enforcement	
	Documents from the city police department:	
	Fingerprint cards	10.00
	Vehicle ownership/authorization letters	10.00
	Letters	10.00
	Certified Copy	2.00
	Research	20.00
	Radio Log	5.00
	Accident reports*	5.00
	Offense reports*	5.00
	Miscellaneous incident reports*	5.00
	* Initial report to involved party(s) will be free	
24-79	Wrecker companies:	
	Permit—annually	50.00
	Additional per each wrecker over one	25.00
24-123	Alarm systems:	
	False alarms—each:	

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2203)

DOC ID: 2203 C

Consideration and ACTION to approve the first reading of Ordinance 482 fixing the rates to be charged to the consumers of water and sewer services.

A practice that has been in effect many years before I got here was to not charge for sewer service while a structure was under construction, under remodel, for sale or rent as long as no one was living in the structure. Under these circumstances no one is using the sewer. Our ordinance does not specifically say there should not be a charge in these circumstances so Celina will not allow finance to continue to follow this practice even with my authorization. As City Manager I feel I have the authority to make these types of decisions and continue a good practice that promotes good business sense while still upholding the intent of the ordinance. It is a needless expense to contractors or owners and costs the city nothing. I do not think it is fair to contractors to force them to pay for sewer service they will not use while a structure is being constructed or remodeled. I do not think it is fair to owners of property to force them to pay for sewer service they will not use while they are trying to sell or rent the house since no one is living there. I don't see that as being a friendly community wanting houses or businesses to be constructed, rented and sold. I have added language to allow for this so it will be clear. The new language says, "There shall be no charge for furnishing sewer service to a structure being remodeled, a structure under construction, a structure that is for rent or a structure that is for sale as long as it is not inhabited." This is found in Section 3.

Part of the settlement of the East Rio Hondo Water Supply Corporation law suit was to remove the language that we would sell water to the Town of Indian Lake. In Section 2 we have eliminated it. It used to say, "The charge for transfer of water to the Town of Indian Lake from Southmost Regional Water Authority through the City of Los Fresnos water system shall be \$0.30 per 1000 gallons.

Additionally, Pam removed all of the areas of the ordinance where it referenced fees since all of those were changed a year or so ago and put in a fee schedule. No fees were changed.

These are the only changes.

I recommend approval.

ORDINANCE NO. 482

AN ORDINANCE REPEALING ORDINANCE 434 AND FIXING THE RATES TO BE CHARGED BY THE CITY OF LOS FRESNOS, TEXAS, TO THE CONSUMERS OF WATER AND SEWER SERVICE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING RULES AND REGULATIONS UNDER WHICH SAME SHALL BE FURNISHED, OR ALLOWED TO BE USED OR FORFEITED; PROVIDING FOR BACKFLOW PREVENTION AND ESTABLISHMENT OF A BACKFLOW PREVENTION DEVICE TESTING PROGRAM CONFORMING TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; THE TERMS AND CONDITIONS THEREFORE, PRESCRIBING A PENALTY FOR THE VIOLATION OF ANY OF THE PROVISIONS OF THIS ORDINANCE; REPEALING ORDINANCE 439; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. That the prices, rates and charges hereinafter set forth shall be charged and collected by the City of Los Fresnos for water and sewer service, respectively, furnished by the City to users thereof, and that the rules and regulations hereinafter contained relating to the furnishing of water and sewer service, the use by users thereof, and the payment therefore, be and the same are hereby prescribed and adopted; and only upon the conditions as hereinafter provided will any person be allowed or permitted to connect with, or be connected with, the water and sewer systems of the City or use the water and sewer systems of said City, and it shall be unlawful for any person to connect with the City of Los Fresnos' water and/or sewer systems, or in any manner use the water and sewer systems of said City without paying therefore, and complying with the regulations hereinafter contained, and any person violating this Ordinance, or any part thereof, shall be deemed guilty of a Class "C" misdemeanor, and shall be punished as hereinafter provided.

SECTION 2. WATER: The rates for furnishing water inside the city limits shall be calculated, charged, billed and collected monthly as follows: See attached Table I.

SECTION 3. SEWER: The rates for furnishing sewer service inside the city limits shall be calculated, charged, billed and collected monthly as follows: See attached Table I.

Sewer charges for residential and churches will be based on the average amount of water used per month during the months of December, January, and February of the prior year. If no prior average, then a flat fee of \$30.00 per month will be charged as the sewer fee.

There shall be no charge for furnishing sewer service to a structure being remodeled, a structure under construction, a structure that is for rent or a structure that is for sale as long as it is not inhabited.

Commercial, industrial, and school sewer rates will be based on 100% of their water consumption each month.

SECTION 4. WATER CONNECTIONS: All taps for water will be made by city crews or contractor where the water main is in the street or alley, in front or alongside of the property with which the connection is desired, and the city will put the tap in the water main and extend the service line from the tap to the street curb line or alley property line or nearest property line to the water main and install a meter. See fee schedule.

Any cost to extend water lines will be paid by requestor of water services.

In addition to the above charges, when an application for a connection is made, each person, firm or corporation making such application requires a water utility expansion fee. See fee schedule. A water utility expansion fee is required for each single-family dwelling and for each dwelling unit within a multi-family dwelling or apartment building, and for each commercial or industrial connection. Outside city limits will be plus 25% for water utility expansion fee. EDAP area will be plus 15% for water utility expansion fee. Said water utility expansion fee will be paid to the City Secretary. The water utility expansion fees obtained by the City will be placed in an interest bearing account and said fees will be used only for the purpose of obtaining additional water acre feet, or improvements to the water plant and/or water system as the City Council deems appropriate.

Also, in addition each applicant is required to make a water deposit (see fee schedule) and no more than the consumption of water to be used by the applicant for two (2) months, depending upon the class or character of the residence or business or other class of user, as determined by the City Secretary. Such deposit to be known as a service deposit and which shall be returned to the applicant when service has been discontinued or which shall be credited to the amount due for water by the applicant at the time of such

discontinuance. At any time material hereto the City Secretary is authorized to increase said amount to equal two months water usage. Deposits when returned shall bear no interest. There shall also be a connection fee which is not refundable (see fee schedule).

SECTION 5. SEWER CONNECTIONS: All sewer connections will be made by city crews or contractor under the supervision of the Public Works Director or his designated representative or at the City's option by any person licensed by the Texas State Board of Plumbing Examiners as a "Master Plumber" or "Journeyman Plumber". A sewer connection fee shall be paid for each single-family dwelling. A sewer connection charge is required for each dwelling unit within an apartment building or multi-family dwelling unit and commercial or industrial connections. Outside city limits each connection to the sewer system shall be a charge plus 25% for each dwelling unit within an apartment building or multi-family dwelling unit and commercial or industrial connections. EDAP area connections to the sewer system shall be a charge plus 15% for each dwelling unit within an apartment building or multi-family dwelling unit and commercial or industrial connections. See fee schedule.

Any cost to make the sewer connection larger will be paid by requestor of sewer services. Any cost to extend sewer lines or increase capacity will be paid by requestor of sewer services. See fee schedule.

SECTION 6. RATES OUTSIDE OF CITY LIMITS: Water and sewer service may be furnished outside the corporate limits of the City of Los Fresnos only in the event the City is able to do so without detriment to consumers within the city limits, upon terms and conditions as may be determined by the City Council in the best interests of the City, and at the above rates and fees increased by 25%. See attached Table II.

EXCEPTION: The areas outside the corporate city limits of Los Fresnos that are recognized as Economically Distressed Areas Program (EDAP) are to be furnished water and sewer services under this program. The rates to be charged for these EDAP areas will be the rates as defined in this ordinance plus 15%. See attached Table III.

SECTION 7. CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION: Every source of contamination or possible contamination from any contaminant which originates from or is located at a residential or commercial establishment, which is connected to any public water supply, or which provides water to the public shall be equipped with the protection required under the provisions of this article.

Definitions:

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in this section is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent edition of the Manual of Cross Connection Control published by the

Foundation for Cross Connection Control and Hydraulic Research, University of Southern California. The following definitions shall apply to this section.

Air gap shall mean a physical separation between the free-flowing discharge end of a potable water supply piping and/or appurtenance and an open or nonpressure receiving vessel, plumbing fixture, or other device. An approved air-gap separation shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture, or other device, in no case less than one (1) inch.

Approved backflow prevention assembly or backflow assembly or assembly shall mean an assembly to counteract backpressure or prevent backsiphonage.

Atmospheric vacuum breaker backflow prevention device or atmospheric vacuum breaker or AVB shall mean a device used to prevent backsiphonage in non-health hazard conditions. This device cannot be tested and cannot prevent backpressure backflow.

Auxiliary supply shall mean any water source or system other than the public water system that may be available in the building or on the property, including groundwater or surface waters used for industrial, irrigation, or any other purpose.

Backflow shall mean the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the city's water.

Backpressure shall mean any elevation of pressure in the downstream piping system, (by any means) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow and the introduction of fluids, mixtures, or substances from any source other than the intended source.

Boresight or boresight to daylight shall mean providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drainpipe.

Commercial establishment shall mean any property or location which is used primarily for the manufacture, production, storage, wholesaling, or retailing of any good or ware which is or may be placed in the flow of commerce or any property or location which is used primarily for the provision of any service.

Commission shall mean the Texas Commission on Environmental Quality (TCEQ).

Contaminants shall mean any foreign material, solid or liquid, not common to the potable water supply which makes or may make the water unfit or undesirable for human or animal consumption.

Contamination shall mean the admission of contaminants into the potable water supply system.

Cross-connection shall mean any connection, physical or otherwise, between a potable water supply system and any plumbing fixture, or any tank, receptacle, equipment or device, through which it may be possible for any non-potable used, unclean, polluted, and contaminated water, or other substances, to enter into any part of such potable water system under any condition or set of conditions.

Cross-connection control device shall mean any device placed upon any connection, physical or otherwise, between potable water supply system and any plumbing fixture, or any tank, receptacle, equipment or device, which is designed to prevent non-potable, used, unclean, polluted, and contaminated water, or other substances, from entering into any part of such potable water system under any condition or set of conditions.

Degree of hazard shall mean the low or high hazard classification that shall be attached to all actual or potential cross-connections.

- (1) Health hazard shall mean an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.
- (2) High hazard shall mean the classification assigned to an actual or potential cross-connection that potentially could allow a substance that may cause illness or death to backflow into the potable water supply.
- (3) Low hazard shall mean the classification assigned to an actual or potential cross-connection that potentially could allow a substance that may be objectionable but not hazardous to one's health to backflow into the potable water supply.
- (4) Plumbing hazard shall mean an internal or plumbing-type cross-connection in a consumer's potable water system that may be either a pollutional or a contamination-type hazard.
- (5) Pollutional hazard shall mean an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a

nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

- (a) System hazard shall mean an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Director shall mean the director of the department who is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of the ordinance.

Double check detector backflow prevention assembly or double check detector or DCDA shall mean an assembly composed of a line-size approved double check assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

Double check valve backflow prevention assembly or double check assembly or double check or DC shall mean an assembly which consists of two (2) independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

Fireline tester shall mean a tester who is employed by a state-approved fireline contractor and is qualified to test backflow prevention assemblies on firelines only.

General tester shall mean a tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service, except fireline.

Mobile unit shall mean any operation which may have the potential to introduce contaminants into a potable water system from a mobile source. These include, but are not limited to, carpet-cleaning vehicles, water-hauling vehicles, street-cleaning vehicles, liquid-waste vehicles, power-wash operations and pest-control vehicles.

Nonresidential shall mean water used by any person other than a residential customer of the water supply and include all uses not specifically included in residential uses.

Person shall mean any individual, partnership, association, corporation, firm, club, trustee, receiver, and bodies politic and corporate.

Point-of-use isolation shall mean the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross-connection exists.

Potable water supply shall mean any water supply intended or used for human consumption or other domestic use.

Premises shall mean any piece of property to which water is provided, including all improvements, mobile structures, and structures located on it.

Premises isolation shall mean the appropriate backflow prevention at the service connection between the public water system and the water user.

Pressure vacuum breaker backflow prevention assembly or pressure vacuum breaker or PVC shall mean an assembly which provides protection against backsiphonage, but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an AVB and can be used with downstream resilient seated shutoff valves. In addition, the assembly has suction and discharge gate valves and resilient seated test cocks which allows the full testing of the assembly.

Public water system or system shall mean any public or privately owned water system which supplies water for public domestic use. The system will include all services, reservoirs, facilities, and any equipment use in the process of producing treating, storing, or conveying water for public consumption.

Reduced pressure principle backflow prevention assembly or reduced pressure principle assembly or RP assembly or RP shall mean an assembly containing two (2) independently acting approved check valves together with a hydraulically operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located resilient seated test cocks and a tightly closing resilient seated shutoff valve (at) the end of the assembly.

Reduced pressure principle detector backflow prevention assembly or reduced pressure detector or RPDA shall mean an assembly composed of a line-size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter shall register accurately for very low rates of flow.

Regulatory authority shall mean any municipal officer or department of the city appointed by the City Manager to administer this ordinance.

Representative of the water system shall mean a person designated by the city to perform cross-connection control duties that shall include, but are not limited to, cross-connection inspections and water use surveys.

Residential use shall mean water used by any residential customer of the water supply and include single-family dwellings, duplexes, multiplexes, housing and apartments where the individual units are each on a separate meter or, in cases where two (2) or more units are served by one (1) meter, the units are full-time dwellings.

Service connection shall mean the point of delivery (at) which the water purveyor loses control of the water.

Spill-resistant pressure vacuum breaker or SVB shall mean an assembly containing an independently operating, internally loaded check valve and independently operating, loaded air inlet valve located on the discharge side of the check valve. This assembly is to be equipped with a properly located resilient seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

TCEQ shall mean the Texas Commission on Environmental Quality.

Tester shall mean a person that is a certified backflow prevention assembly technician approved by and registered with the city and the TNRCC.

Thermal expansion shall mean heated water that does not have the space to expand.

Used water shall mean water supplied by a public water system to a water user's system after it has passed through the service connection.

Right-of-way encroachment:

No person shall install or maintain a backflow prevention assembly upon or within any city right-of-way.

Multiple connections:

Any premises requiring multiple service connections for adequacy of supply and/or fire protection will be required to install a backflow assembly on each of the additional service lines to the premises. The type of assembly will be determined by the degree of hazard that could occur in the event of an interconnect between any of the buildings on the premises.

Protection required: installation:

- (a) The backflow prevention assembly protection which is required under this ordinance shall be any of the duly authorized backflow prevention assemblies listed in the International Plumbing Code, or as determined by the regulator

authority. Each backflow prevention assembly must have been approved by the regulatory authority or his chosen representative in conjunction with the chief plumbing inspector of the city of the use contemplated by the commercial establishment prior to installation. Failure to obtain such approval prior to installation of the backflow prevention assembly may result in the backflow prevention assembly failing to meet final approval by the regulatory authority. The regulatory authority shall determine the type and location of backflow assembly to be installed within the area served by the city. The assembly will be required in each of the following circumstances, but the representative is in no way limited to the following circumstances:

- (1) The nature and extent of any activity of the premises, or the materials used in connection with any activity or the premises, or materials stored on the premises could contaminate or pollute the potable water supply.
- (2) Premises having any one (1) or more cross-connections [that are] identified or are present.
- (3) Premises having any one (1) or more cross-connections and the cross-connection(s) is protected by an atmospheric vacuum breaker device (AVB).
- (4) Internal cross-connections are present that are not correctable.
- (5) Intricate plumbing arrangements are present which make it impractical to ascertain whether cross-connections exist.
- (6) There is a repeated history of cross-connections being established or re-established.
- (7) There is unduly restricted entry so that inspections for cross-connections cannot be made with sufficient frequency to assure that cross-connections do not exist.
- (8) Materials are being used such that if backflow should occur a health hazard could result.
- (9) Installation of an approved backflow prevention assembly is deemed to be necessary to accomplish the purpose of these regulations in the judgment of the city.
- (10) An appropriate cross-connection survey report form has not been filed with the environmental services department of the city upon request of the city.
- (11) A fire sprinkler system is connected to the city's water system.

- (12) All new construction, if deemed necessary in the customer service inspection. The type of assembly will be commensurate with the degree of hazard as determined by the regulatory authority.
 - (13) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly may be installed at the service connection that supplies water for public domestic use.
 - (14) Any used water return system.
 - (15) In the event a point-of-use assembly has not had the testing or repair done as required by this ordinance, a premises isolation assembly will be required.
 - (16) If it is determined that additions or alterations have been made to the plumbing system without obtaining proper permits, premises isolation may be required.
 - (17) All multistory buildings or any building with a booster pump or elevated storage tank.
 - (18) Retrofitting will be required on all high hazard connections and wherever else the city deems necessary to retrofit.
- (b) All backflow prevention assemblies installed after September 3, 1996, shall be installed in a manner designed to facilitate ease of inspection by the regulatory authority of the city or his chosen representative. Any currently installed backflow prevention assemblies which, in the opinion of the regulatory authority, are located in inaccessible locations, or where the tester is subject to physical danger, shall be relocated to an approved location.

Testing of assemblies:

- (a) The regulatory authority shall inspect and test, or cause to be inspected and tested, all assemblies in each of the following circumstances:
 - (1) Immediately after installations;
 - (2) Whenever the assembly is moved;
 - (3) A minimum of once a year;
 - (4) Premises that have been vacated and unoccupied for one (1) year, prior to re-occupancy;

- (5) Immediately after repairs.
- (b) All assembly testing shall be performed by a certified backflow prevention assembly tester, approved by the regulatory authority.
- (c) Duly authorized employees of the city bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this ordinance. Persons and occupants of premises which are provided water service by the city, either directly or indirectly, shall allow the city or their representative's ready access at all reasonable times to all parts of the premises for the purposes of inspection, testing, records examination, or in the performance of any of their duties. Where persons or occupants of premises have security measures in force which would require proper identification and clearance before entry into their premises, the persons and occupants of the premises shall make necessary arrangements with their security guards so that, upon presentation of suitable identification, personnel from the city will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (d) The city shall not be liable for damage to a backflow prevention assembly that occurs during testing.
- (e) The regulatory authority may cause a water use survey to be conducted at any commercial establishment located in the city which is served by a public water supply or which provides water to the public. Upon determination by the regulatory authority that the commercial establishment falls under the provisions of this ordinance and required a backflow prevention assembly, the regulatory authority shall issue a notice to abate the condition or order the commercial establishment to install the proper backflow prevention assembly.
- (f) It is the responsibility of any person who owns or controls property to have all assemblies tested in accordance with this ordinance. Assemblies may be required to be tested more frequently if the regulatory authority deems necessary.
- (g) All results from assembly testing by a certified backflow prevention assembly tester shall be placed on a form that can be purchased by the tester from the city for an established fee.

Thermal expansion:

It is the responsibility of any person who owns or controls property to eliminate the possibility of thermal expansion if a closed system has been created by the installation of a backflow assembly.

Pressure loss:

Any reduction in water pressure caused by the installation of a backflow assembly is not the responsibility of the city.

Residential service connections:

Any person who owns or controls any residential property which has been determined to have an actual or potential cross-connection will be required to eliminate the actual or potential cross-connection or have an approved backflow assembly installed in accordance with this ordinance.

Responsibility of property owner or controller:

Any person who owns or controls property is responsible for the installation, testing and repair of all backflow assemblies on their property.

Customer service inspection:

- (a) Pursuant to TCEQ water system regulations, a customer service inspection for cross-connection control shall be completed by the regulatory authority prior to providing continuous water service in each of the following circumstances:
 - (1) Water service to a newly constructed facility or previously non-existing premises.
 - (2) After any material improvement to buildings or premises.
 - (3) Any correction or addition to the plumbing of any facility or premises served by the city.
 - (4) The regulatory authority deems it necessary.

Permanent water service shall not be supplied to a new construction facility(ies) until after the customer service inspection is completed.

Installation requirements for backflow prevention assemblies:

- (a) General. To ensure proper operation and accessibility of all backflow prevention assemblies, the following requirements shall apply to the installation of these assemblies:
 - (1) Backflow prevention assemblies shall be installed in accordance with the current TCEQ rules and these regulations. The assembly installer must obtain the required plumbing permits and have the installation inspected by a representative of the regulatory authority.

- (2) At those facilities where the regulatory authority requires a backflow prevention assembly be installed at the point of delivery of the water supply, such installation of the assembly must be before any branch in the line and on private property located just inside the boundary between the city right-of-way and the landowner's property. The regulatory authority may specify other areas for installation of the assembly. Assemblies that must be installed or are located on city right-of-way are the responsibilities of the business or entity that the water line is serving.
- (3) The assembly must be protected from freezing and other severe weather conditions.
- (4) All backflow prevention assemblies shall be of a type and model approved by the regulatory authority.
- (5) All vertical installations of backflow assemblies must have prior approval by the regulatory authority.
- (6) Assemblies that are larger than four (4) inches and installed more than five (5) feet above the floor level must have a suitable platform for use by testing or maintenance personnel.
- (7) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line must not be installed.
- (8) Premises where an uninterrupted water supply is critical should be provided with two (2) assemblies installed in parallel. They should be sized in such a manner that either assembly will provide the maximum flow required.
- (9) Lines should be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.
- (10) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provisions for the parallel installation of assemblies of the same type so that testing, repair, and maintenance can be performed.
- (11) The property owner assumes all responsibility for any damages resulting from installation, operation, and/or maintenance of a backflow assembly. The owner shall be responsible for keeping all backflow prevention assembly vaults [valves] reasonably free of silt and debris.
- (12) Upon completion of installation, the regulatory authority shall be notified and all assemblies must be inspected and tested. All assemblies must be registered with the regulatory authority and shall provide the date of

installation, manufacturer, model, type, size, serial number of the backflow assembly, and initial test report.

(b) Reduced pressure principle backflow prevention assemblies (RPs). [RPs] may be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system. The RP is normally used in locations where an air gap is impractical. The RP is effective against both backsiphonage and backpressure.

- (1) RPs must be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. Consult manufacturer's specifications for specific performance data.
- (2) The assembly must be readily accessible for testing and maintenance and must be located in an area where water damage to building or furnishing would not occur from relief valve discharge. The property owner assumes all responsibility for any damage caused by water discharge from an RP assembly. An approved air gap shall be located at the relief valve orifice of RP assemblies. This air gap shall be least twice the inside diameter of the incoming supply line as measure vertically above the top rim of the drain, and in no case less than one (1) inch. An approved air gap funnel assembly may be used to direct minor discharges away from the assembly; this assembly will not control flow in a continuous relief situation. Drain lines to accommodate full relief valve discharge flow should be considered.
- (3) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. RPs are typically installed above grade in well-drained areas, but may be installed below grade (ground level) if a boresight drain to daylight is provided. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.
- (4) Enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Removable protective enclosures are typically installed on the smaller assemblies. Daylight drain ports must be provided to accommodate full pressure discharge from the assembly.
- (5) Assemblies two (2) inches and smaller shall have at least six (6) inches clearance on both sides and on top of the assembly, and twelve (12) inches below and behind the assembly. All assemblies larger than two (2) inches shall have a minimum of twelve (12) inches on the backside, twenty-four (24) inches on the test cock side, and the relief valve opening shall be at least twelve (12) inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six (6) feet zero (0) inches is required in vaults without a fully removable top. A minimum access opening of thirty-six (36) inches is required on all vault lids.

- (6) Vertical installation is prohibited.
- (7) Assemblies must be tested in accordance with this ordinance. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority upon installation of any backflow prevention assembly.
- (8) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations must have a prior written approval of the regulatory authority.
- (c) Reduced pressure principle detector backflow prevention assemblies (RPDAs). [RPDAs] may be utilized in all installations requiring a reduced pressure principle backflow prevention assembly and detector metering.
 - (1) RPDAs shall comply with the installation requirements applicable for reduced pressure principle backflow assemblies (RPs).
 - (2) The line size RP assembly and the bypass RP assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.
- (d) Double check valve backflow prevention assemblies (DCs). [DCs] may be utilized at premises where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system.
 - (1) DCs must be sized to provide an adequate supply of water and pressure for the premises being served. Consult manufacturer's specifications for specific performance data.
 - (2) Premises where an uninterrupted water supply is critical should be provided with two (2) assemblies installed in parallel. Assemblies should be sized in such a manner that either assembly will provide the minimum water requirements which the two (2) together will provide the maximum flow required.
 - (3) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade, providing all test cocks are fitted with brass pipe plugs. All vaults shall be well-drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.
 - (4) Assemblies two (2) inches and smaller shall have at least six (6) inches clearance below and on both sides of the assembly and, if located in a vault, the bottom of the assembly shall be not more than twenty-four (24) inches below grade. All assemblies larger than two (2) inches shall have a minimum clearance of twelve (12) inches on the back side, twenty-four (24) inches on

the test cock side, and twelve (12) inches below the assembly. Headroom of six (6) feet zero (0) inches is required in vaults without a fully removable top. A minimum access opening of thirty-six (36) inches is required on all vault lids. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward. These clearance standards apply to all assemblies installed in vaults, enclosures, and meter boxes.

- (5) Vertical installations of DCs are allowed only on sizes up to and including four (4) inches that meet the following requirements:
 - a. Internally spring-loaded check valves;
 - b. Flow is upward through assembly;
 - c. Manufacturer states their assembly can be used in a vertical position;
 - d. Approved by director.
- (6) All DCs must be tested in accordance with this ordinance. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority upon installation of any backflow prevention assembly.
- (7) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations must have prior written approval of the regulatory authority.
- (e) Double check detector backflow prevention assemblies (DCDAs). [DCDAs] may be utilized in all installations requiring a double check valve assembly and detector metering.
 - (1) DCDAs shall comply with the installation requirements applicable for double check valve assemblies (DCs).
 - (2) The line size DC assembly and the bypass DC assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.
- (f) Pressure vacuum breaker backflow prevention assemblies (PVBs). [PVBs] may be utilized at point-of-use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against backsiphonage only and shall not be installed where there is potential for backpressure.
 - (1) The assembly shall be installed a minimum of twelve (12) inches above the highest downstream piping.

- (2) PVBs shall not be installed in an area subject to flooding or where damage would occur from water discharge.
- (3) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of twelve (12) inches all around the assembly.
- (4) All PVBs must be tested in compliance with this ordinance. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority of installation of any backflow prevention assembly.
- (5) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations must have prior written approval of the regulatory authority.
- (g) Spill resistant pressure vacuum breaker backflow prevention assemblies (SVBs). [SVBs] may be utilized in all installations requiring a pressure vacuum breaker. SVBs shall comply with the installation requirements applicable for pressure vacuum breaker backflow prevention assemblies.

Air-gap separation:

Air-gap separations provide maximum protection from backflow hazards and may be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system.

- (1) An air-gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel, and in no case less than one (1) inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a forty-five degree angle. The air-gap distance is measured from the bottom of the angle. Hoses are not allowed.
- (2) Air-gap separations shall not be altered in any way without prior approval from the regulatory authority and must be available for inspection at all reasonable times.
- (3) Side walls, ribs or similar obstructions do not affect air gaps when spaced from the inside edge of the spout opening a distance greater than three (3) times the diameter of the effective opening for a single, or a distance greater than four (4) times the effective opening for two (2) intersecting walls.
- (4) Side walls, ribs or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than specified in subsection 3 above. The effect of three (3) or more such side walls or ribs has not been determined. In such cases, the air gap shall be measured from the top of the wall.

- (5) The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two (2) or more lines supply one (1) outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

Fire Systems:

- (a) An approved double check detector backflow prevention assembly (DCDA) or reduced pressure detector assemblies (RPDAs) shall be the minimum protection for fire sprinkler systems using piping material that is not approved for potable water use and/or that does not provide for periodic flow-through during each twenty-four hour period, unless a variance has been issued in writing from the regulatory authority. An RPDA must be installed if any solution other than the potable water can be introduced into the sprinkler system.
- (b) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this ordinance. In the event of any changes to the plumbing system, it is the responsibility of the property owners to notify the regulatory authority. All costs associated with this ordinance and the purchase, installation, testing, and repair of RPDA devices is the responsibility of the property owner and persons in charge of any premises.
- (c) Upon the approved installation of the RPDA or approved device, a cross-connection test report completed by a licensed fireline tested must be sent to the attention of the regulatory authority or his representative and include the information required by this ordinance.

Responsibilities:

- (a) Property owner. It is the responsibility of all property owners and/or persons in charge of any premises to abide by the conditions of this ordinance. In the event of any changes to the plumbing system, it is the responsibility of the property owners and/or persons in charge of any premises responsibility to comply with the following:
 - (1) Payment of all costs associated with this ordinance and the purchase, installation, testing and repair of backflow prevention assemblies.
 - (2) Install and maintain all backflow prevention assemblies in accordance with this ordinance and acceptable industry practice.
 - (3) All backflow prevention assemblies on their premises tested annually. Such testing must be conducted by a certified cross-connection tester who is registered with the city.

- (4) Maintain all backflow prevention assemblies in proper working order at all times, including repair as required.
 - (5) Maintain all backflow prevention assemblies in a manner which allow them to be tested by a method that has been approved by the regulatory authority.
 - (6) All records related to backflow prevention assembly installation, testing, and repair shall be maintained on the premises for a minimum of three (3) years.
- (b) Certified backflow prevention assembly tester. A certified backflow prevention assembly tester shall comply with the following requirements:
- (1) Annually register with the regulatory authority.
 - (2) Maintain testing equipment in proper working conditions/calibration.
 - (3) Maintain the design or operation characteristics of an assembly.
 - (4) Ensure that devices are tested according to accepted industry practice and TCEQ regulations.
 - (5) Enter required testing data, including test gauge serial numbers, on cross-connection test forms obtained from the regulatory authority.
 - (6) Report test results to the regulatory authority within thirty (30) days of testing according to city procedures.
 - (7) Provide a copy of the completed test report to the property owners and/or persons in charge of any premises.
 - (8) Maintain testing and/or repair records for a minimum of three (3) years.
- (c) Regulatory authority. The regulatory authority shall have the authority and responsibility to enforce the provisions of this ordinance and the state statutes, when applicable, regarding cross-connections. The regulatory authority shall inspect and initially test, or cause to be tested, all backflow prevention assemblies installed pursuant to the requirements of this ordinance. For new facilities, permanent water service shall not be provided until all backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the regulatory authority shall not approve a certificate of occupancy until all backflow prevention assemblies have been tested and are operational. The city shall not be liable for damage caused to any backflow prevention assembly as a result of the inspection or testing.

Backflow prevention assembly tester certification-Registration required.

To be an approved backflow prevention assembly tester within the city, an individual must register annually with the regulatory authority, provide proof of TCEQ certification, provide proof that testing equipment is able to maintain a calibration of plus or minimum 0.2 psid accuracy. The regulatory authority will maintain a current list of licensed testers which will be made available to facilities which may need testers to perform their annual testing.

Lawn irrigation system installations:

All commercial and residential lawn irrigation system installations shall obtain a permit issued by the building inspection department for such installations. The installation requirements must comply with guidelines for the appropriate device found in this ordinance. Interconnections of the potable water supply with an alternate water source is prohibited. Appropriate backflow protection devices must be installed if any mechanical injection stations are used with the irrigation system.

Connection of mobile units.

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any backflow prevention assembly must be received from the regulatory authority before connection to any potable water system.

Enforcement:

(a) Violations:

- (1) A person commits an offense if he fails to maintain backflow prevention assemblies in compliance with this section.
- (2) A person commits an offense if he fails to comply with the repair order issued by the regulatory authority.
- (3) A person commits an offense if backflow from premises he owns, operates, or manages enters the public water supply system.
- (4) A person commits an offense if he fails to pay any fees required by this ordinance.
- (5) A person commits an offense if he violates any section of this ordinance.
- (6) A person commits an offense if he reinstates water service to premises discontinued or disconnected under this ordinance, except as directed by the regulatory authority.

- (7) A person in charge of any facility commits an offense if he allows an unregistered tester to perform testing work at their establishment.
- (8) A person commits an offense if he tests a backflow prevention assembly within the city without being registered with the regulatory authority.
- (9) A person commits an offense if he tests a backflow prevention assembly within the city without being certified by TCEQ.

(b) Penalty for violations; other remedies.

- (1) A person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, is punishable by a fine up to \$2,000 for violations of public health for each act of violation and for each day of violation.
 - (2) In addition to proceeding under the authority of subsection (1) of this section, the city is entitled to pursue all other criminal and civil remedies to which is entitled under authority of statutes or other ordinances against a person committing animal control violations.
- (c) Revocation of certified tester's registration. A certified tester's registration may be reviewed and revoked by the city if the regulatory authority determines that the tester:
- (1) Has falsely, incompletely, or inaccurately reported assembly reports;
 - (2) Has used inaccurate gauges;
 - (3) Has used improper testing procedures; or
 - (4) Has created a threat to public health or the environment.

SECTION 8. PAYMENT OF BILLS: That such rates and charges fixed and prescribed shall be paid by the users of the Waterworks System and Sanitary Sewer System to the City Secretary on or before the 15th of each month, which shall be the date such rates or charges shall become due and payable; and in case any user or customer of such system does not pay the amount due by such user or customer on or before said date the same became due and payable, then it is hereby made the duty of the City Secretary to add a fifteen (15%) percent penalty to the amount past due and unpaid. If ever any user or customer of such system does not pay matured rates and charges before the thirtieth (30th) day of each month, it is hereby made the further duty of the City Secretary to cut off the water service; and add a processing fee will be due along with the delinquent amount. If reconnection occurs by 4:30 p.m. on a weekday, no additional charges will be added besides the processing fee. If reconnection occurs after 4:30 p.m. on a weekday or on a weekend or on a holiday an after hour reconnection charge will be added. Reconnection

of service for reasons other than non-payment of bills at the request of the user or customer shall have an additional fee, see fee schedule.

SECTION 9. NO FREE SERVICE: That no free service shall be allowed, and to the extent that the City of Los Fresnos or any of its agencies or instrumentalities shall avail themselves of the services and facilities afforded by the systems, they shall pay therefore the same rates and charges herein prescribed.

SECTION 10. RULES AND REGULATIONS: Any person, firm, or corporation desiring to be connected with the water and/or sewer systems and/or services of the City, shall make application in writing therefore to the City Secretary of the City of Los Fresnos, upon an application blank to be furnished for such purpose, and shall furnish all such information relative to the quantity of water likely to be consumed by said applicant, and such application and each and all of the statements therein contained shall be a part of the consideration for such water or sewer service.

Such applicant shall pay to the City of Los Fresnos the amount of money charged by the City for making such connection, or connections. Upon receipt of such application and payment as aforesaid, the City Secretary shall within (residential 20 days, commercial 30 days, schools/churches 30 days) the time period specified, have the applicant's premises connected with the water and sewer systems of the City, either or both of them, as applied for, but the City Secretary shall in no event permit any connection to be made until such written application shall have been made and the amount charged therefore paid, and any person who shall make or attempt to make any connection with the City's water or sewer mains in any manner other than herein provided shall be deemed guilty of a misdemeanor, and shall be punished as herein provided.

SECTION 11. It shall be unlawful for any person, excepting the employees of the Water and Sewer Departments of the City, to in any manner interfere with the pipes, hydrants, or appliances of the water or sewer systems of the City, unless a written permit therefore shall have been first obtained from the City Secretary; provided, that in case of a fire, the fireman of the City shall have the right to open the fire hydrants of the City.

SECTION 12. All persons using meters owned by the City shall be responsible for the safety and care thereof. Said persons shall notify the City of any damage to the meters and the City shall direct in its sole discretion who is to repair the damage to the meter and the person using the meter shall be responsible for the cost of said repairs to the City and or its repair designee.

SECTION 13. All unpaid water and/or sewer bills shall be secured and held by the City of Los Fresnos, Texas, as a lien upon the property to which said water and sewer has been furnished, and in addition thereto, such delinquent customer of water and/or sewer, shall not be furnished with water and/or sewer service, at any other location until such delinquency is fully paid, together with penalty.

SECTION 14. DISCONTINUANCE OF SERVICE: The City shall have the right and privilege of shutting off water and sewer service, either or both at any time, without notice, for any of the following causes, to-wit:

- (a) For non-payment of any amount due the City for water and/or sewer service.
- (b) For interference with meters, fixtures or other appliances used in connection with the service thereof by the City.
- (c) For a waste of water, or the use thereof for any purpose other than that provided for in the application therefore, whether or not paid for by the user.
- (d) For the violation of or non-compliance with any of the rules and regulations herein.

SECTION 15. It shall be unlawful for any consumer of water or sewer service to furnish water or sewer service to other houses or families, or businesses, or offer or permit other houses or families, or businesses, to take or use it.

For reasons of public health, no person shall build, establish, expand or maintain a private water supply system within the City of Los Fresnos unless there shall be no public water supply operational, due to a natural event. This Ordinance shall be effective upon caption being published in the official newspaper. Furthermore no person shall provide water to a residence in jug, barrel or any other containers for reasons of consumption or bathing. Each day any person is in violation of this Ordinance shall constitute a separate offense. Any violation of this Ordinance shall constitute a misdemeanor.

SECTION 16. Every consumer taking water and/or sewer service from the City shall permit the City Secretary of the City of Los Fresnos and/or his/her authorized agent, to enter into the building or premises of such consumer at all reasonable times to examine the water pipes, sewer fixtures, or any other thing in connection therewith, and the manner in which the water and sewer systems are used, and any person or consumer refusing to allow the City Secretary and/or his/her authorized agent, to enter such premises, shall have their water and/or sewer service cut off; and the same shall not again be turned on until such entry is permitted and inspection is allowed.

SECTION 17. The City of Los Fresnos shall at all times have the right, and privilege of shutting off the water in the mains for the purpose of repairing, cleaning or making extensions to the water or sewer lines in the City, and whenever it is necessary for such purpose to shut off the water service, the City shall not be liable for any damage of any kind or character, whatsoever, during such temporary cessation of service because thereof, or in case of breakage, or repair to the pumping station, the City shall have the right to shut down the water services until such repairs shall have been made.

SECTION 18. All hose attachments when located on the sidewalk, as well as all slot boxes, shall have suitable iron covers, tops of which shall be flush with the surface of the

sidewalk, and consumer who owns or controls same shall be responsible for all damages which may arise by reason thereof.

The height of water meters need not be uniform and need not be at ground level and the consumer is responsible for all lines leading from the meter to the place of use. The consumer shall not obstruct or allow anything to grow up, around, or in any way obstruct the meter or access thereto by city employees, the City Secretary, and/or his/her authorized agents. For repair of lines coming from the meter onto the consumer's land the consumer shall hire only a plumber licensed by the Texas State Board of Plumbing Examiners as a "Master Plumber" or "Journeyman Plumber".

SECTION 19. Water consumers are not guaranteed a specific quantity of water for any purpose whatever, but the City will attempt to furnish to the consumer such quantity of water as applied for and paid for by the consumer.

SECTION 20. Should a consumer desire that his water meter be tested, he shall make application therefore to the City Secretary, and with such application there will be additional fees, see fee schedule. Within ten days after such application, the City Secretary shall cause such meter to be tested. If the testing shows that the meter so tested registers normal or correctly, or registers below normal, or less than the water actually used, the said deposit shall be forfeited to the City and the consumer shall pay to the City the amount due because of such incorrect registering; but, if the testing shows that the meter so tested registers above normal, or more than the amount of water actually used, the said fee shall be returned to such consumer and the City shall repay to such consumer the excess amount of three (3) prior months therefore paid by such consumer to the City, because of such incorrect registering of the meter.

SECTION 21. PENALTY AND GENERAL PROVISIONS: Any consumer of water or sewer services violating or permitting others from their attachments of any of the City of Los Fresnos' water or sewer connections, to violate any of the foregoing rules and regulations; or any person violating any of the provisions of this ordinance governing the connection, introduction, supply, consumption, or use of water and/or sewer shall be charged with a Class "C" misdemeanor for each day the violation shall continue as a complete and separate offense, and if upon conviction, shall be punished by a fine of not more than Five Hundred (\$500.00) dollars per violation. Original jurisdiction shall be in the Los Fresnos Municipal Court.

Further, as a civil penalty the City Secretary, in his/her sole discretion, not based on the outcome of any criminal proceeding, and as a completely separate action may require the water to be cut off from the premises of the offending person until such person shall give the City Secretary sufficient security against further violations of said rules and regulations and the provisions of this ordinance, and in case of persistent violation the City Secretary may forbid any further service to the party so offending.

SECTION 22. The holding or adjudication of any section, or any subdivision of a section of this ordinance, to be invalid, shall not affect the validity of any other section, or part of

a subdivisions of a section, thereof, but all other sections, subdivisions of a section, or parts of a subdivision, or section shall be and remain in full force and effect.

SECTION 23. All ordinance or parts of ordinance, in conflict with the foregoing ordinance, rules and regulations are hereby repealed.

INTRODUCED and APPROVED on the first reading this ____ day of _____, 2017.

APPROVED and PASSED on the second reading this ____ day of _____, 2017.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City of Los Fresnos
Water & Wastewater Rate Schedule
Inside City Limits Table I

Water Rates

Effective Date	Base Charge	Volume Rate per 1,000 Gal			
		2,001 - 10,000 Gallons	10,001-20,000 Gallons	20,001-40,000 Gallons	40,001 - Above Average
March 2017	\$ 23.91	\$ 4.20	\$ 4.35	\$ 4.69	\$ 5.09
March 2018	\$ 23.91	\$ 4.20	\$ 4.35	\$ 4.69	\$ 5.09
March 2019	\$ 29.64	\$ 4.50	\$ 4.70	\$ 5.00	\$ 5.09
March 2020	\$ 29.64	\$ 4.50	\$ 4.70	\$ 5.00	\$ 5.09
March 2021	\$ 30.83	\$ 4.68	\$ 4.89	\$ 5.20	\$ 5.29
March 2022	\$ 30.83	\$ 4.68	\$ 4.89	\$ 5.20	\$ 5.29
March 2023	\$ 31.45	\$ 4.77	\$ 4.99	\$ 5.30	\$ 5.40
March 2024	\$ 31.45	\$ 4.77	\$ 4.99	\$ 5.30	\$ 5.40
March 2025	\$ 32.08	\$ 4.87	\$ 5.09	\$ 5.41	\$ 5.51
March 2026	\$ 32.08	\$ 4.87	\$ 5.09	\$ 5.41	\$ 5.51

Wastewater Rates - Volume Rate per 1,000 Gal

Effective Date	Base Charge	Above 2,000 Gallons
March 2017	\$ 25.99	\$ 4.33
March 2018	\$ 25.99	\$ 4.33
March 2019	\$ 27.03	\$ 4.50
March 2020	\$ 27.03	\$ 4.50
March 2021	\$ 27.57	\$ 4.59
March 2022	\$ 27.57	\$ 4.59
March 2023	\$ 28.12	\$ 4.68
March 2024	\$ 28.12	\$ 4.68
March 2025	\$ 28.68	\$ 4.78
March 2026	\$ 28.68	\$ 4.78

City of Los Fresnos
Water & Wastewater Rate Schedule
Outside City Limits Table II 25%

Water Rates

Effective Date	Base Charge	Volume Rate per 1,000 Gal			
		2,001 - 10,000 Gallons	10,001-20,000 Gallons	20,001-40,000 Gallons	40,001 - Above Average
March 2017	\$ 29.89	\$ 5.25	\$ 5.44	\$ 5.86	\$ 6.36
March 2018	\$ 29.89	\$ 5.25	\$ 5.44	\$ 5.86	\$ 6.36
March 2019	\$ 37.05	\$ 5.63	\$ 5.88	\$ 6.25	\$ 6.36
March 2020	\$ 37.05	\$ 5.63	\$ 5.88	\$ 6.25	\$ 6.36
March 2021	\$ 38.54	\$ 5.85	\$ 6.11	\$ 6.50	\$ 6.61
March 2022	\$ 38.54	\$ 5.85	\$ 6.11	\$ 6.50	\$ 6.61
March 2023	\$ 39.31	\$ 5.96	\$ 6.24	\$ 6.63	\$ 6.75
March 2024	\$ 39.31	\$ 5.96	\$ 6.24	\$ 6.63	\$ 6.75
March 2025	\$ 40.10	\$ 6.09	\$ 6.36	\$ 6.76	\$ 6.89
March 2026	\$ 40.10	\$ 6.09	\$ 6.36	\$ 6.76	\$ 6.89

Wastewater Rates - Volume Rate per 1,000 Gal

Effective Date	Base Charge	Above 2,000 Gallons
March 2017	\$ 32.49	\$ 5.41
March 2018	\$ 32.49	\$ 5.41
March 2019	\$ 33.79	\$ 5.63
March 2020	\$ 33.79	\$ 5.63
March 2021	\$ 34.46	\$ 5.74
March 2022	\$ 34.46	\$ 5.74
March 2023	\$ 35.15	\$ 5.85
March 2024	\$ 35.15	\$ 5.85
March 2025	\$ 35.85	\$ 5.98
March 2026	\$ 35.85	\$ 5.98

City of Los Fresnos
Wastewater Rate Schedule
EDAP Eligible Areas Outside City Limits Table III 15%

Wastewater Rates - Volume Rate per 1,000 Gal			
Effective Date	Base Charge		Above 2,000 Gallons
March 2017	\$	29.89	\$ 4.98
March 2018	\$	29.89	\$ 4.98
March 2019	\$	31.08	\$ 5.18
March 2020	\$	31.08	\$ 5.18
March 2021	\$	31.71	\$ 5.28
March 2022	\$	31.71	\$ 5.28
March 2023	\$	32.34	\$ 5.38
March 2024	\$	32.34	\$ 5.38
March 2025	\$	32.98	\$ 5.50
March 2026	\$	32.98	\$ 5.50

CITY OF LOS FRESNOS WATER AND WASTEWATER PRICES

WATER

	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Three-Quarter (3/4) inch tap	\$ 600.00	\$ 750.00
One (1) inch tap	\$ 725.00	\$ 906.25
One and One-Half (1 1/2) inch tap	\$ 1,125.00	\$ 1,406.25
Two (2) inch tap	\$ 1,350.00	\$ 1,687.50
Three (3) inch tap	\$ 1,900.00	\$ 2,375.00
All larger taps	Actual cost plus 25%	Additional 25%
Water Utility Expansion Fee	\$ 350.00	\$ 437.50
Water Deposit	\$ 150.00	\$ 187.50
Connection Fee	\$ 25.00	\$ 31.25
Water Meter Test	\$ 25.00	\$ 31.25

WASTEWATER

	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Wastewater Connection	\$ 350.00	\$ 437.50
EDAP Area	\$ 350.00	\$ 402.50

Reconnection Fees

	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Work Day 8:00 a.m. - 4:30 p.m.	\$ 25.00	\$31.25 (\$28.75 EDAP)
Work Day 4:30 p.m. - 8:00 a.m.	\$ 50.00	\$62.50 (\$57.50 EDAP)
Weekend or Holiday	\$ 50.00	\$62.50 (\$57.50 EDAP)

Attachment: Water & Sewer Ordinance Part 2 (2203 : Ordinance on Water & Sewer)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2204)

DOC ID: 2204 D

Consideration and ACTION to approve the first reading of Ordinance 483 regulating solid waste services.

A practice that has been in effect many years before I got here was to not charge for cart (garbage) service while a structure was under construction, under remodel, for sale or rent as long as no one was living in the structure. If it was under construction it is required to have roll off or the contractor hauls the trash himself and if no one is living in the structure while it is up for rent or sale there is no need for a trash cart. It is a needless expense to the contractor or owner and costs the City nothing. Our ordinance does not specifically say there should not be a charge in these circumstances so Celina will not allow finance to continue to follow this practice even with my authorization. As City Manager I feel I have the authority to make these types of decisions and continue a good practice that promotes good business sense while still upholding the intent of the ordinance. I do not think it is fair to contractors to force them to pay for a cart (garbage service) they will not use while a structure is being constructed or remodeled or a person selling or renting a house that is not being lived in thus not producing trash but forcing them to pay for a cart (garbage service). I don't see that as being a friendly community wanting houses or businesses to be constructed, rented and sold. I have added language to allow for this. It is located on the top of page 4, the first complete sentence. It says, "There will be no requirement for cart or dumpster service while a structure is being remodeled, a structure is under construction, a structure is for rent or a structure is for sale as long as it is not inhabited."

Additionally, Pam removed all of the areas of the ordinance where it referenced fees since all of those were changed a year or so ago and put in a fee schedule. No fees were changed.

These are the only changes.

I recommend approval.

ORDINANCE NO. 483

AN ORDINANCE DEFINING THE VARIOUS KINDS OF SOLID WASTE, REGULATING THE KINDS AND SIZES OF RECEPTACLES IN WHICH TO PLACE SAME, THE MANNER OF ITS PREPARATION AND WHERE IT MUST BE PLACED TO BE COLLECTED BY THE CITY OR THE CITY'S CONTRACTOR; PROVIDING REGULATIONS FOR COLLECTING SAME AND PROHIBITING THE PLACING OF GARBAGE, SOLID WASTE, OR ANY ARTICLE OR MATERIAL IN THE STREETS AND ALLEYS OF THE CITY OF LOS FRESNOS; PROVIDING FOR SERVICE CHARGES; PROHIBITING THE MEDDLING, SCATTERING CONTENTS, PILFERING OR JUNKING, WITH AND/OR OF GARBAGE CANS, TRASH OR RUBBISH RECEPTACLES; PROHIBITING THE COLLECTION OF GARBAGE, TRASH, OR RUBBISH BY OTHERS THAN THE CITY OR THE CITY'S CONTRACTOR WITHIN THE CITY LIMITS; PRESCRIBING A PENALTY; AND REPEALING ORDINANCE 426 INCLUDING ALL AMENDMENTS AND ANY OTHER RELATED SOLID WASTE OR GARBAGE ORDINANCE.

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

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

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

SECTION 1

This ordinance shall be known as the "solid waste ordinance" of the City of Los Fresnos.

SECTION 2 – DEFINITIONS

Unless otherwise specified herein the following terms shall have the following meanings.

- 2.1 Bin** – Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

- 2.2 **Brush** – Tree trimmings, grass cuttings, dead trees or branches thereof shrubs, chip shavings resulting from general yard maintenance of occupied residential lots.
- 2.3 **Bulky Waste** – Appliances such as washers, dryers, stoves, air conditioners and refrigerators (provided Freon has been removed by a licensed facility and is labeled as such), water tanks, furniture, and mattresses generated from occupied residential households.
- 2.4 **City** – City of Los Fresnos, Texas.
- 2.5 **Commercial and Industrial Refuse** – All bulky waste, construction debris, garbage, and rubbish and stable matter generated by a producer or contractor at a commercial and industrial unit.
- 2.6 **Commercial and Industrial Unit** – All premises, locations, or entities, public or private requiring refuse collection within the corporation limits of the City and not a residential unit.
- 2.7 **Construction/Demolition Debris** – Waste building materials resulting from commercial, industrial, or residential construction, remodeling, repair or demolition operations.
- 2.8 **Containers** – 96 gallon garbage carts for residential use, to be provided by Contractor, to be used in conjunction with a fully authorized pickup plan.
- 2.9 **Contract Documents** – Contractor’s proposal, general specifications, this Contract and any addenda or changes to the foregoing documents agreed to by City and Contractor. Contract documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as is set forth verbatim in this Contract.
- a. RFP Bid Proposal.
- 2.10 **Contractor** – BFI Waste Services of Texas, LP, a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande Valley, which is the corporation performing refuse collection and disposal under contract with City.
- 2.11 **Dead Animals** – Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.12 **Disposal Site** – A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

- 2.13 Garbage** – Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste, (animal, vegetable and/or other matter) that results from the preparation, processing, consumption dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, but not by way of limitation, used tin cans and other decomposable waste animal or vegetable matter which is likely to attract flies or rodents; except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- 2.14 Hazardous Waste** – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans.
- 2.15 Landfill** – A lawfully permitted sanitary landfill of Contractor's selection.
- 2.16 Producer** – An occupant of a commercial, industrial, or residential unit who generates refuse.
- 2.17 Refuse** – Residential, commercial, and industrial garbage, brush/bulky items, construction/demolition debris and stable matter generated by a producer or contractor, except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- 2.18 Residential Refuse** – All garbage and rubbish generated by a producer or contractor at a residential unit who generates refuse.
- 2.19 Residential Unit** – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when water services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwellings within any such residential unit, or a small commercial unit with residential cart service, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit.
- 2.20 Rubbish** – See Bulky Waste.
- 2.21 Stable Matter** – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

SECTION 3 – CARTS

- 3.1** It shall be the duty of every person, firm or corporation owning, managing, operating, leasing, or renting any premises to use a cart or dumpster provided by Allied Waste

Services for the daily accumulation of solid waste. There will be no requirement for cart or dumpster service while a structure is being remodeled, a structure is under construction, a structure is for rent or a structure is for sale as long as it is not inhabited. All solid waste is to be bagged prior to placing it in the cart or dumpster. The cart shall be placed on the curb or not more than five (5) feet from the curb of the street in the front yard for pickup. Placing the cart, brush, or any solid waste on any street or alley within the city limits is prohibited. Carts are to be ready for pickup on the street by 7:00 a.m. Carts are to be removed from the public right-of-way as soon as reasonably possible but not more than twenty-four (24) hours after garbage is picked up. Permanent structures are not authorized to be placed at the curb or in the front yard of a premise for the purpose of containing receptacles used for garbage. Every person, firm or corporation owning, managing, operating, leasing, or renting any premise shall be responsible to insure that each cart placed at the street curbside is kept in a sanitary condition, closed tightly, and sealed sufficiently to prevent animals from entering and scattering the material from within the cart onto the street and premises. The contents of all receptacles shall be so protected that the wind cannot blow and scatter garbage over the streets, alleys, and other premises of the City. The method of picking up the solid waste, the type of containers, the designated location for pickup, the day of the week, and the time of pickup may be revised from time to time by Republic Services or the City as it deems necessary.

- 3.2 Residential and commercial cart service – See fee schedule. The rate will be included with your water and wastewater bill monthly payable in full by the fifteenth (15th) of each month. Penalties and finance charges will be assessed if not paid in full by the fifteenth (15th) of each month.
- 3.3 Cart replacement fee will be charged due to gross negligence, see fee schedule. If cart is stolen and a report is filed with the Los Fresnos Police Department there will be no charge for replacement of cart.

SECTION 4 – DUMPSTERS

- 4.1 Dumpsters must be located off the public right-of-way and maintained for ease of access within an enclosure. Any dumpster and enclosure must be located at a sufficient distance from a property line so as not to interfere with the safety, convenience, or health of adjoining property occupants. No dumpster may be placed so as to obstruct traffic. Dumpster pads shall be made of an all-weather surface (asphalt or concrete) large enough to house the dumpster and allow truck access to pick up. The bottom of the enclosure shall not exceed three inches (3”) from ground level. Dumpsters shall be kept in an enclosure to preclude windblown waste and prevent unsightly and/or unhealthy conditions. Dumpsters must have lids and be kept closed when not in use. Dumpster enclosures must be solid, well-constructed of brick, stone, or wood. Enclosure shall be a minimum of six (6) feet in height but not to exceed eight (8) feet in height. The size of the enclosure must provide ample room to accommodate the particular size of dumpster required for your business.

4.2 EXCEPTIONS:

- A. The requirement of the pad and enclosure can be waived by the City on a case by case basis provided the dumpster is located out of view from the street, well off the right-of-way, and in a fenced area.
- B. The enclosure requirement of a gate can be waived by the City on a case by case basis provided the owner cannot reasonably open and close the gate on trash day(s). The three (3) sides of the enclosure are still required.

4.3 Dumpster fees are included on the fee schedule.**SECTION 5 – OTHER WASTE**

- 5.1 Brush, bulky waste, minor do-it-yourself construction debris must be located on the curb or not more than five (5) feet from the curb of the street in the front yard for pickup. Prohibited waste is batteries, tires, liquids of any kind, hazardous waste, asbestos, junk vehicles, dirt, rocks, asphalt, asbestos shingles, items containing Freon, corrugated metal, or any materials not included under the definitions of garbage, rubbish, commercial and industrial refuse, residential refuse, construction debris or brush/bulky waste. Items must be divided and located in separate areas (brush in one area, minor do-it-yourself construction debris in another area, etc.). These items will be picked up only once per month and must be placed for pickup by Monday on the week of the scheduled pickup in your area. Do not locate waste under power lines, near fire hydrants, near gas meters, blocking water meters, blocking driveways, or blocking visibility from a street, or any other hazardous area.
- 5.2 This service is included in the above prices. There will be no additional charges.

SECTION 6 – RECYCLING

- 6.1 The City runs a recycling program.
- 6.2 Allied Waste Services shall provide two 30 yard roll-off containers per year for the disposal of rimless tires for fees charged to each residence and small business.

SECTION 7 – COLLECTION ROUTES

- 7.1 Allied Waste Services and the City of Los Fresnos will establish collection routes. These routes will be presented to all residents and businesses. Routes are subject to change from time to time, as conditions require.

SECTION 8 – HOLIDAYS

- 8.1 Allied Waste Services may recognize the following holidays and will not provide solid waste collection on those days: New Years Day, Memorial Day, Independence Day (4th

of July), Labor Day, Thanksgiving Day, and Christmas Day. Should Allied Waste Services elect to observe any of these holidays, the required collection service will be done on another day to be advertised and conveyed to those affected.

SECTION 9 – COMPLAINTS

- 9.1** All complaints shall be made directly to Allied Waste Services or to the City of Los Fresnos. Complaints will be handled promptly and in a courteous manner within twenty-four (24) hours.

SECTION 10 – FINES

- 10.1** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum but not to exceed five hundred dollars (\$500.00), and each such day violation continues shall constitute a separate offense.

SECTION 11 – PRIOR ORDINANCES

- 11.1** Ordinance 426 and any other ordinance or part of an ordinance dealing with garbage or solid waste of the City of Los Fresnos in conflict are hereby repealed.

INTRODUCED and APPROVED on the first reading this ____day of_____, 2017.

APPROVED and PASSED on the second and final reading this ____day of_____, 2017.

Polo Narvaez, Mayor

ATTEST:

Pam Denny, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2185)

DOC ID: 2185 A

Discussion on placing donation items on water bill.

From time to time we are asked the question why is the \$1 donation on the water bill for the fire department and can we add another worthy group. It was put there many years ago to help fund the department when the city only provided with the fire department \$4,000 per year which did not even pay for their fuel bill. The monthly donation amount is between \$950 and \$1,000. With over 1800 customers, that means many have asked that it be removed. The donation is just that. It is voluntary. A customer can request that it be removed from their bill at any time. We remove it and then it is not added any more. That answers why the donation is on the water bill for the fire department.

Other groups could be added if the Council decided. Other groups could be Little League, Pony League, Little Miss Kickball, Boys & Girls Clubs, etc.

TML attorneys recommend that the City is careful with that adding more. People could question if it was not directly beneficial to all residents. With the fire department it easily covers that. Also it could lead to residents not liking the additions and getting mad at the City and not donating for any. That could affect the current amounts being collected.

Since we were not familiar with the donation process, I thought it would be good to only discuss and if you thought we should consider others you would have time to consider any and all of them and make a decision. If you are fine with it the way it is, we don't have to consider again.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2206 A

SCHEDULED

ACTION ITEM (ID # 2206)

**Consideration and ACTION to support Warriors United in
Arms Brownsville Veterans.**

I will provide information at the meeting.

WARRIORS UNITED IN ARMS BROWNSVILLE VETERANS



June 6, 2017

Juan C. Alaniz, Commander
Warriors United in Arms Brownsville Veterans
5 Jalisco Court
Brownsville TX 78526

Dear Sir,

I am writing on behalf of the Warriors United In Arms to request your support in our quest to obtain a home base for our organization. We are a 501C 3 Non-profit organization founded in 2013 with a goal of helping veterans in our local community. Brownsville is the largest city in South Texas and we do not have a VA Clinic. The nearest VA facility is 25 miles away and there is a tremendous need for a local site where our veterans can come to for assistance. There is a need for peer to peer counseling especially for those veterans and their families dealing with post-traumatic stress. Sometimes there is a financial emergency such as medical expenses, groceries and help with utilities or transportation. The VA with their multi millin dollars budget can not help these individuals so they send them to us. Having our own facility will give us a location to partner with other agencies to facilitate "Veterans helping Veterans".

In our own facility we could partner with you to provide services in the local community as well. We could provide space for a certified veteran counselor to assist with filing claims and other VA issues. We could provide first aid classes, diabetes education and health fairs to help the local community. Our faciity would become a gathering place to disperse information and other needed services.

We are the guardians of the flag pictured above. That flag was rescued from the American Ambassadors office when Siagon fell. It was torn and desecrated, treated like our Vietnam veterans at the end of the war. It is priceless as it represents the 52,479 lives lost during that war. We plan to have a museum to display the flag and tell its story along with other military artifacts. The flag is currently housed in the vault at IBC.

We would appreciate any and all assistance you could provide us for this project. Since we are a 501C 3 non-profit we would be delighted to provide you with a letter reflecting your donation. We look forward to partnering with you in making Brownsville and nearby areas a better place to live. We thank you in advance for assitance and your attention.

Sincerely,


Juan C. Alaniz, Commander

Attachment: Veterans (2206 : Veterans)

SCHEDULED

ACTION ITEM (ID # 2186)

DOC ID: 2186 A

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. TxDot Sidewalk Projects I. Welcome Sign J. Hazardous Mitigation Plan K. TxDot Light at Walmart L. CBDG 2016-2017 Grant M. Community Park N. Memorial Park

A. Wastewater Plant Update - We are working to get bid documents ready to begin advertising for the chlorine contact basin and the sludge drying beds. Hopefully we can award a contract in July. 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 in the late summer or early fall.

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. They are also looking to see if there is a less expensive way to install a bypass now that will help tremendously. They have been doing some water testing this week to be able to design the plant to meet new requirement and testing that will be in place in the near future.

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. They are also studying all the existing water and wastewater lines in the city to determine which need to be replaced for various reasons. City staff is trying to get all the right of entries for possible easements.

D. Whipple Road Wastewater Extension - Naismith-Hanson Engineering is working on that project and will hopefully have some preliminary plans to review soon.

E. Nature Park - Naismith-Hanson Engineering has the Master Plan complete. Now they will begin working on the specific details so we can convert that to a bid package.

F. Hike & Bike Trails - The easement has been signed. Halff Associates is working on the final design, the timeline and a construction estimate. They will be providing plans so we can get final approval from Cameron County Drainage District #1, Bayview Irrigation District #11 and TxDOT.

G. Montes-Castro Park - Final documents are being prepared for bids. We hope to have bids to approve by July, or the latest August.

H. TxDot Sidewalk Projects - The sidewalk project is almost complete. Look good.

I. Welcome Sign - The foundation is poured. They will start constructing the blocks and the stone in the next couple of weeks. It's going to happen.

J. Hazardous Mitigation Plan - Revisions have been made that FEMA requested and we will not wait for them. It usually takes about 6 months for them to notify.

K. TxDot Light at Wal-Mart - Construction is under way. They lights will be installed and operational in the next month.

L. CDBG 2015-2016 Grant - The bids will be due on Thursday so we will have recommendation for the meeting.

M. Community Park - The minor work has been done on the playground equipment to make is safer. The new carpet type pad is installed on the safe fall zoned around the playground equipment. The lighting work will begin next week.

N. Memorial Park - The exercise equipment should arrive in the next few weeks to be installed. The lighting work will begin next week.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2197 B

SCHEDULED

ACTION ITEM (ID # 2197)

Finance Report 1. Monthly 2. Year-To-Date

Call with questions.

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2017

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,248,924	24,620.21	1,157,272.87	0.00	91,651.13	92.66
30-NONPROPERTY TAXES	1,240,368	112,551.64	858,067.66	0.00	382,300.34	69.18
07-POLICE	549,220	45,368.89	402,580.01	0.00	146,639.99	73.30
10-HEALTH	10,750	1,012.50	5,590.00	0.00	5,160.00	52.00
12-GARBAGE	115,250	58,479.01	128,882.58	0.00	13,632.58)	111.83
15-PARKS	46,000	7,859.44	33,045.75	0.00	12,954.25	71.84
16-LIBRARY	16,000	1,193.25	8,218.70	0.00	7,781.30	51.37
44-Misc Revenue	25,300	15,011.71	17,650.66	0.00	7,649.34	69.77
90-REIMBURSABLES	222,927	53,775.82	176,159.41	0.00	46,767.59	79.02
TOTAL REVENUES	3,474,739	319,872.47	2,787,467.64	0.00	687,271.36	80.22
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

02-ADMINISTRATION	414,808	7,015.41	226,827.81	6,783.21	181,196.98	56.32
03-MUNICIPAL COURT	180,489	7,560.16	109,688.39	4,060.16	66,740.45	63.02
04-TAX ASSESSOR COLLECTOR	26,644	127.55	20,408.91	0.00	6,235.09	76.60
06-ELECTIONS	10,000	0.00	1,126.28	0.00	8,873.72	11.26
07-POLICE	1,430,177	41,654.91	888,857.58	9,016.53	532,302.89	62.78
08-FIRE	102,450	925.20	60,955.68	0.00	41,494.32	59.50
09-ENGINEERING	95,000	0.00	47,739.65	0.00	47,260.35	50.25
10-HEALTH	119,975	5,028.40	62,897.70	2,780.74	54,296.56	54.74
11-EMERGENCY MEDICAL SERV	128,400	0.00	86,602.45	0.00	41,797.55	67.45
12-GARBAGE	5,100	1,546.84)	6.40)	0.00	5,106.40	0.13-
13-STORM WATER	14,127	0.00	2,308.22	0.00	11,818.78	16.34
14-STREETS	348,017	1,875.42	133,553.09	1,260.33	213,203.58	38.74
15-PARKS	179,233	3,874.31	131,725.54	5,806.31	41,701.15	76.73
16-LIBRARY	169,466	5,006.98	88,288.48	6,178.76	74,998.76	55.74
17-COMMUNITY CENTER	12,109	199.85	4,274.39	1,750.00	6,084.61	49.75
18-EMERGENCY MANAGEMENT	45,000	2,150.40	19,469.68	0.00	25,530.32	43.27
19-ALL DEPARTMENT EXPENS	19,000	0.00	6,647.08	4,700.00	7,652.92	59.72
21-CITY PROMOTION	4,500	0.00	3,000.00	0.00	1,500.00	66.67
23-DSRIP-COMMUNITY HEALT	93,034	3,974.48	47,086.85	30,000.00	15,947.15	82.86
24-MENTAL TASK FORCE PRO	51,070	1,828.54	33,891.79	0.00	17,178.21	66.36
28-INFORMATION TECHNOLOG	26,140	672.30	12,394.60	796.93	12,948.47	50.46
TOTAL EXPENDITURES	3,474,739	80,347.07	1,987,737.77	73,132.97	1,413,868.26	59.31
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	0	239,525.40	799,729.87	73,132.97)	726,596.90)	0.00
	=====	=====	=====	=====	=====	=====

Attachment: May Finance Report (2197 : Finance Report)

CHECKLIST FOR				MAY 2017
GENERAL FUND				
VENDOR NAME	Inv.Date	Amount	Description	
31138	CITY OF L.F. PAYROLL ACCT	05/04/17	\$ 57,106.96	DUE TO PAYROLL #16 5/5/17
31139	JAVIER GARCIA	05/11/17	\$ 100.00	PER DIEM-BALLIFF SEMINAR-5/15-5/17/17- HUNTSVILLE
31140	MICHELLE GARCIA	05/12/17	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER5/12/17
31141	RICARDO RIOS	05/12/17	\$ 50.00	RENTAL DEPOSIT REFUND-LF COMMUNITY PARK 4/29/17
31142	4 IMPRINT	03/07/17	\$ 482.87	VINYL FOLDER/CERAMIC MUGS-POLICE DEPT PROMOTIONS
31143	AIM MEDIA	04/23/17	\$ 1,377.14	ADVERTISING-VMS/BH- CHIEF OF POLICE
31144	ALLIED WASTE SERVIES	VARIOUS	\$ 1,546.84	ROLL OFF SERVICE 123 S. ALAMO
31145	ARCHER BUSINESS	VARIOUS	\$ 530.94	COPIER METER READING-CITY HALL/PD/COURT/HEALTH
31146	AT&T	04/17/17	\$ 1,229.46	PHONE SERVICE-CITY HALL/PD/COURT/POOL/LIBRARY/EMS
31147	CC DISTRIBUTORS	04/27/17	\$ 820.31	CLEANING SUPPLIES-CITY BUILDINGS
31148	CENTRAL PLUMBING & ELEC	05/01/17	\$ 76.92	ADA LAVATORY PROTECTORS-CITY HALL RESTROOMS
31149	CHOCO'S TIRE SHOP	VARIOUS	\$ 16.25	FLAT REPAIRS- F53/MOUNT TIRES ON UTILITY TRAILER
31150	CITY OF LOS FRESNOS	04/20/17	\$ 838.30	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/B&G CL
31151	CITY OF LOS FRESNOS	04/21/17	VOID	VOIDED CHECK-CONTINUED
31152	DATA FLOW	04/25/17	\$ 210.63	CHECKS-GENERAL FUND/SENIOR CITIZEN FUND
31153	ENRIQUE JUAREZ	04/30/17	\$ 1,000.00	APRIL 2017-ATTORNEY FEES
31154	ESTHER BRUCE	05/03/17	\$ 46.01	REIMBURSE MILES-REGIONAL CLERK SEMINAR
31155	FACILITY SOLUTIONS	04/27/17	\$ 1,345.00	REPLACE 5 LAMPS AT COMMUNITY PARK BALL FIELDS
31156	FOUR STAR DRIVE IN	04/30/17	\$ 132.00	APRIL 2017-PRISONER MEALS
31157	FRED PRYOR SEMINARS	05/08/17	\$ 128.00	EXCEL SEMINAR REGISTRATION-D.YANEZ/D.RATLIFF 7/20-7
31158	FUELMAN	VARIOUS	\$ 1,639.32	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
31159	GENE DANIELS	05/01/17	\$ 1,536.75	MAY 2017-JUDGE/PHONE STIPEND
31160	GERONIMO SHELTON	05/01/17	\$ 451.00	MAY 2017-FIRE MARSHAL
31161	GEXA ENERGY	04/22/17	\$ 12,733.39	ELEC-STREETLIGHT/CH/PD/COURT/PARKS/LIBRARY/B&G CL
31162	GULF COAST PAPER	VARIOUS	\$ 721.44	CLEANING SUPPLIES-CITY BUILDINGS
31163	HECTOR D HOUSE	05/12/17	\$ 336.15	IT CONTRACT SERVICE4/29-5/12/17
31164	INGRAM LIBRARY SERVICES	VARIOUS	\$ 127.10	LIBRARY BOOKS
31165	INGRAM LIBRARY SERVICES	VARIOUS	VOID	VOIDED CHECK-CONTINUED
31166	ISM-RIO GRANDE VALLEY	05/05/17	\$ 137.50	ISM PUBLIC PURCHASING SEMINAR-C.GONZALES 6/28-6/30/
31167	JAIMES TIRE STORE	05/01/17	\$ 120.00	2 REPLACEMENT TIRES FOR UTILITY TRAILER
31168	JAMES HARRIS III	05/12/17	\$ 1,000.00	EMERGENCY MANAGEMENT COORDINATOR 4/29-5/12/17
31169	LEXIS NEXIS	04/30/17	\$ 100.00	PEOPLE SEARCH PROGRAM
31170	LOS FRESNOS CHAMBER OF COM	05/01/17	\$ 2,000.00	MAY 2017-SERVICE AGREEMENT
31171	LOS FRESNOS NEWS	VARIOUS	\$ 393.00	ADVERTISING-5 ADS-HEALTH MATTERS/CHIEF OF POLICE
31172	LOS FRESNOS PHARMACY	05/11/17	\$ 60.00	SYRINGES FOR ANIMAL CONTROL-CODE ENFORCEMENT
31173	LUIS RAMOS	04/30/17	\$ 4,104.24	APRIL 2017-CUSTOMER SERVICE INSPECTIONS
31174	NATIONAL NOTARY ASSOCIATION	05/11/17	\$ 310.00	NOTARY PUBLIC-REGISTRATION FOR CID
31175	NEUHAUS & COMPANY	04/19/17	\$ 247.00	CHAIN SAW FOR STREETS DEPTS
31176	NOVA HEALTHCARE	04/06/17	\$ 42.12	PRE EMPLOYMENT SCREEN-D.YANEZ
31177	PETTY CASH	VARIOUS	\$ 78.78	WALMART-FRUIT-CITY HALL EMPLOYEES
31178	PRISCILLA RODRIGUEZ	05/11/17	\$ 27.82	MILEAGE-PAYROLL LAW SEMINART 5/19/17-MCALLEEN, TX
31179	PURCHASE POWER	03/31/17	\$ 494.61	MARCH 2017-POSTAGE-COURT/PD/LIBRARY/CODE/CITY HAL
31180	REGION STAFFING	04/30/17	\$ 1,466.61	CONTRACT LABOR WEEKEND 4/30/17
31181	SAM'S	04/04/17	\$ 221.25	SUPPLIES FOR KENNELS/COFFEE-POLICE DEPT
31182	STAPLES BUSINESS ADVANTAGE	VARIOUS	\$ 357.89	OFFICE SUPPLIES-GREEN BAR/PENS/SHARPIES/RECEIPT R
31183	THE SIGN DEPOT	04/26/17	\$ 955.24	NATURE PARK SIGNS-TEMPORARY AND ON BUILDING
31184	TREE OF LIFE NURSERY	04/27/17	\$ 3,764.00	TROPICAL PLANTS FOR COMMUNITY PARK/LIBRARY
31185	ZEE MEDICAL/CINTAS	11/29/17	\$ 101.85	MEDICAL SUPPLIES-POLICE DEPT
31186	CITY OF L.F. PAYROLL ACCT	05/18/17	\$ 57,856.64	DUE TO PAYROLL #17 5/19/17
31187	ALLIED WASTE SERVIES	04/30/17	\$ 42,814.30	SOLID WASTE AND BRUSH COLLECTION
31188	CAMERON COUNTY CLERK	03/06/17	\$ 84.00	RECORDING FEES-EASEMENTS-HIKE/BIKE TRAILS
31189	ZARSKY LUMBER	03/31/17	\$ 2,241.53	MARCH 2017-SUPPLIES FOR MAINTENANCE
31190	ZARSKY LUMBER	04/01/17	VOID	VOIDED CHECK-CONTINUED
31191	ZARSKY LUMBER	04/02/17	VOID	VOIDED CHECK-CONTINUED
31192	AGUSTIN MARTINEZ	05/26/17	\$ 26.00	OVERPAYMENT ON TICKET E0004795
31193	ERIKA CANTU	05/26/17	\$ 100.00	CANCELLATION OF EVENT-LF MEMORIAL PARK RENTAL
31194	JAVIER GARZA	05/26/17	\$ 30.00	OVERPAYMENT ON TICKET E0005463
31195	NELINA GUILLEN	05/26/17	\$ 50.00	RENTAL DEPOSIT REFUND LF MEMORIAL

31196	ADAPCO, INC	05/10/17	\$ 825.45	MOSQUITO SPRAYING SUPPLIES/CHEMICALS
31197	AFFORDABLE LIBRARY	05/12/17	\$ 220.00	SINGLE SIDED TAGS FOR LIBRARY BOOKS
31198	AGUILERA HAULING	05/17/17	\$ 1,100.00	LIMESTONE FOR SHOOTING RANGE
31199	ALPHA CARD	02/12/17	\$ 372.64	ID CARD PRINTER SUPPLIES-CARDS/INK
31200	ARCHER BUSINESS SYSTEMS	05/08/17	\$ 77.52	COPIER METER READING-COURT
31201	AT&T MOBILITY	05/01/17	\$ 1,178.02	MOBILE PHONE SVC-CITY HALL/PD/COURT/EMER MANAGE/
31202	CC DISTRIBUTORS	05/04/17	\$ 90.94	CLEANING SUPPLIES-CITY BUILDINGS
31203	CDC	05/26/17	\$ 27,420.41	TAX ALLOCATION END 5/9/17
31204	CHIEF SUPPLY	05/17/17	\$ 123.95	UNIFORM PANTS/SHIRTS-POLICE DEPT
31205	CHOCO'S TIRE SHOP	VARIOUS	\$ 12.50	FLAT REPAIRS-POLICE DEPT
31206	CINTAS	05/17/17	\$ 187.06	MEDICAL SUPPLIES-CITY HALL/POLICE DEPT
31207	DAHILL INDUSTRIES	05/11/17	\$ 299.00	MAINTENANCE OF COPIER-LIBRARY
31208	FEDERAL EXPRESS	05/11/17	\$ 31.10	DELIVERY-TMRS
31209	FUELMAN	VARIOUS	\$ 1,649.84	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
31210	GALL'S	05/08/17	\$ 1,050.00	CONCEALABLE CARRIER FIT-POLICE DEPT
31211	GT DISTRIBUTORS	VARIOUS	\$ 362.91	OFFICER EQUIPMENT-RADIO HOLDER/FLASHLIGHT HOLDE
31212	HANSON PROFESSIONAL SERV	03/25/17	\$ 440.00	REVISIONS & UPDATES TO MAPS FOR ANNEXATION
31213	HECTOR HOUSE	05/26/17	\$ 336.15	IT CONTRACT SERVICES-5/13-5/26/17
31214	HECTOR'S MUFFER	VARIOUS	\$ 355.98	VEHICLE REPAIRS-A/C REPAIRS ON MOWER/REPAIR BRAKE
31215	HOME DEPOT CREDIT	VARIOUS	\$ 237.56	WATER HOSES FOR PARKS/ADA LAVATORY PROTECTORS
31216	HUGHESNET	05/04/17	\$ 112.41	SATELLITE INTERNET-EOC
31217	INDUSTRIAL DISPOSAL	05/12/17	\$ 455.20	STREET SWEEPER REPAIR PARTS-HOSE/OIL FILTERS
31218	INGRAM LIBRARY SERVICES	VARIOUS	\$ 91.05	LIBRARY BOOKS
31219	INTERNATIONAL RADIO	03/06/17	\$ 446.01	MOTOROLA RADIO CARRY CASE W/ BELT LOOP
31220	JAMES HARRIS III	05/26/17	\$ 1,000.00	EMERGENCY MANAGEMENT COORDINATOR5/13-5/26/17
31221	LT BOSWELL	03/17/17	\$ 39.00	BRAKE PAD KIT-POLICE DEPT VEHICLE
31222	LOWER RIO GRANDE VALLEY DEV	02/07/17	\$ 178.26	RSCC-RGV DAY IN AUSTIN SPONSORSHIP 2/7/17
31223	MAXIMINO TORRES	05/26/17	\$ 328.00	CLEANING OF VEHICLES-POLICE DEPT/HEALTH DEPT/PARK
31224	NATIONAL ACADEMY OF SPORT	05/24/17	\$ 598.00	PERSONAL TRAINER SUCCESS BUNDLES FOR C.DELA ROS
31225	PARK PLACE RECREATION	05/10/17	\$ 2,571.00	HANDRAILS FOR COMMUNITY PARK PLAYGROUND
31226	PETTY CASH	VARIOUS	\$ 146.21	WALMART-FRUIT-CITY HALL EMPLOYEES/PD BATTERIES/SP
31227	PROTECH SECURITY	05/17/17	\$ 129.90	REPAIRS TO PD DOORS-FRONT DOOR AND DISPATCH
31228	REGION STAFFING	VARIOUS	\$ 1,413.60	CONTRACT LABOR WEEKEND 5/7/17
31229	ROCHA INFRASTRUCTURE	05/19/17	\$ 505.00	ELECTRICAL CONNECTION FOR KENNEL STORAGE BUILDIN
31230	SMARTCOM TELEPHONE	05/08/17	\$ 483.36	INTERNET SERVICE-CITY HALL/PD/COURT-PHONE SVC-PD
31231	STRIPES	5/15/17	\$ 26.73	PRISONER MEALS:4/15-5/15/17
31232	TERMINIX	05/04/17	\$ 76.00	PEST CONTROL-CITY HALL/POLICE DEPT/LIBRARY
31233	TX DEPT OF CRIMINAL JUSTICE	05/04/17	\$ 474.20	2 DRUMS OF FIRE QUENCH FOR FIRE DEPT
31234	TYLER TECHNOLOGIES	04/01/17	\$ 8,317.98	ANNUAL MAINTENANCE-DDRS/COURT CASE MGMT/ECITATI
31235	ZARSKY LUMBER	VARIOUS	\$ 1,502.63	APRIL 2017-SUPPLIES FOR MAINT/ASPHALT PATCH-STREE
		TOTAL	\$ 259,132.73	

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2017

05 - UTILITY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,368,400	214,965.77	1,753,703.91	0.00	614,696.09	74.05
44-MISCELLANEOUS INCOME	0	1,632.50	14,041.66	0.00	(14,041.66)	0.00
TOTAL REVENUES	2,368,400	216,598.27	1,767,745.57	0.00	600,654.43	74.64
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	500,732	18,021.81	343,589.19	4,031.81	153,111.00	69.42
05-INFORMATION TECHNOLOG	13,070	336.16	6,197.37	398.47	6,474.16	50.47
26-WATER SUPPLIES	106,500	5,060.13	72,502.32	6,776.41	27,221.27	74.44
27-MAINTENANCE OF WATER S	9,000	1,376.83	4,120.10	0.00	4,879.90	45.78
28-MAINTENANCE OF WATER E	53,489	487.84	26,186.41	515.79	26,786.80	49.92
29-WATER PURCHASES	43,562	3,143.47	20,258.97	0.00	23,303.03	46.51
30-WATER MISCELLANEOUS EX	415,174	15,105.19	314,976.76	0.00	100,197.24	75.87
20-CAPITAL OUTLAY	65,651	0.00	30,841.60	0.00	34,809.40	46.98
32-WATER BONDED INDEBTEDN	94,662	0.00	66,661.36	0.00	28,000.64	70.42
34-SEWER ADMINISTRATION	611,682	18,794.80	380,779.79	750.45	230,151.76	62.37
35-INFORMATION TECHNOLOG	13,070	336.16	6,197.36	398.47	6,474.17	50.47
36-SEWER SUPPLIES	74,250	1,425.51	43,343.26	3,722.35	27,184.39	63.39
37-MAINTENANCE OF SEWER S	7,000	240.00	21,696.71	0.00	(14,696.71)	309.95
38-MAINTENANCE OF SEWER E	72,500	10,411.63	90,326.07	1,083.28	(18,909.35)	126.08
39-SEWER MISC. EXPENSES	524,500	0.00	13,742.58	0.00	510,757.42	2.62
41-SEWER BONDED INDEBTEDN	59,799	0.00	11,877.45	0.00	47,921.55	19.86
52-TRANSFER OUT	429,999	0.00	382,977.25	0.00	47,021.75	89.06
TOTAL EXPENDITURES	3,094,640	74,739.53	1,836,274.55	17,677.03	1,240,688.42	59.91
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	(726,240)	141,858.74	(68,528.98)	(17,677.03)	(640,033.99)	11.87
	=====	=====	=====	=====	=====	=====

Attachment: May Finance Report (2197 : Finance Report)

CHECKLIST FOR				MAY 2017
WATER & SEWER				
CK #	VENDOR NAME	Inv.Date	Amount	Description
146787	CITY OF LF PAYROLL ACCT	05/04/17	\$ 30,838.34	DUE TO PAYROLL #16 5/5/17
146788	AT&T	04/17/17	\$ 72.28	PHONE SERVICE-WATER/SEWER
146789	BICKERSTAFF HEATH DELGADO	04/15/17	\$ 70.00	ATTORNEY FEES-ERH
146790	CAMERON COUNTY TAX	05/11/17	\$ 7.50	LICENSE RENEWAL WS-064
146791	CC DISTRIBUTORS	05/01/17	\$ 330.84	SAFETY GLASSES/LEATHER GLOVES-PUBLIC WORKS
146792	CHEMTEX	05/05/17	\$ 240.00	UNCLOGGING LIQUID-LS/BREAK AWAY LIQUID-ELECTRICAL
146793	CINTAS CORPORATION	VARIOUS	\$ 658.36	CLEANING-W/S UNIFORMS
146794	CITY OF LOS FRESNOS	04/20/17	\$ 140.34	UTILITIES-WATER/SEWER/GARBAGE-SEWER PLANT/LIFT STATIONS
146795	DATA FLOW	04/25/17	\$ 161.17	BLUE LASE-W/S FUND CHECKS
146796	ENRIQUE JUAREZ	04/30/17	\$ 1,562.50	APRIL 2017-ATTORNEY FEES -ERH
146797	FRED PRYOR SEMINARS	05/08/17	\$ 128.00	EXCEL SEMINAR REGISTRATION-D.YANEZ/D.RATLIFF 7/20-7/21
146798	FUELMAN	VARIOUS	\$ 648.68	FUEL FOR WATER/SEWER VEHICLES
146799	GEXA ENERGY	04/22/17	\$ 11,880.58	ELECTRICITY-WATER/SEWER DEPT
146800	HACH CHEMICAL	VARIOUS	\$ 471.99	WTP/WWTP SUPPLIES/CHEMICALS
146801	HECTOR D HOUSE	05/12/17	\$ 336.16	IT CONTRACT SERVICE 4/29-5/12/17
146802	HECTOR'S MUFFLER	05/05/17	\$ 74.00	OIL CHANGE-WS-071/WS-062
146803	INTEGRITY TESTING	04/28/17	\$ 1,146.00	APRIL 2017-SEWER TESTING
146804	ISM-RIO GRANDE VALLEY	05/05/17	\$ 137.50	ISM PUBLIC PURCHASING SEMINAR-C.GONZALES 6/28-6/30
146805	LUIS MASCORRO	05/03/17	\$ 125.00	REPAIR MOTOR #2 ON N.AERATOR MOTOR-WWTP
146806	NEW CORE	VARIOUS	\$ 5,276.06	REWIND LS#3 SEWAGE PUMP MOTOR/INSTALL ADAPTOR
146807	ODESSA PUMPS	04/26/17	\$ 2,385.00	PUMP RENTAL UNIT#5526 FOR LS#21
146808	PRAXAIR	04/21/17	\$ 195.47	CHEMICAL CYLINDER RENTAL
146809	PRISCILLA RODRIGUEZ	05/11/17	\$ 27.82	MILEAGE-PAYROLL LAW SEMINAR 5/19/17-MCALLEEN, TX
146810	PURCHASE POWER	03/31/17	\$ 26.38	MARCH 2017-POSTAGE
146811	REGION STAFFING	04/30/17	\$ 942.40	CONTRACT LABOR WEEKENDING 4/30/17
146812	STAPLES BUSINESS ADVANTAGE	VARIOUS	\$ 357.94	OFFICE SUPPLIES-GREEN BAR/PENS/SHARPIES/RECEIPTS
146813	TERMINIX	04/20/17	\$ 38.00	PEST CONTROL-SERVICE CENTER
146814	US POSTMASTER	05/16/17	\$ 153.68	POSTAGE-LATE NOTICE WATER BILLS
146815	ZARSKY LUMBER	03/31/17	\$ 247.24	MARCH 2017-SUPPLIES FOR MAINTENANCE
146816	CITY OF L.F. PAYROLL ACCT	05/18/17	\$ 32,317.02	DUE TO PAYROLL #17 5/19/17
146817	ANA LAB	05/16/17	\$ 165.00	WATER TESTING-MAY 2017
146818	AT&T MOBILITY	05/01/17	\$ 258.60	MOBILE PHONE SERVICE-WATER/SEWER DEPT
146819	BRENNTAG SOUTHWEST	05/08/17	\$ 3,725.34	LAS FOR WATER TREATMENT PLANT
146820	CCID#6	05/04/17	\$ 3,143.47	RAW WATER APRIL 2017
146821	CHOCO'S TIRES	05/22/17	\$ 25.00	TIRE REPAIR FOR WS-031
146822	CINTAS CORP	05/17/17	\$ 121.69	MEDICAL SUPPLIES-PUBLIC WORKS
146823	DEPARTMENT STATE HEALTH SERVICES	05/01/17	\$ 205.41	WATER SAMPLES PICKED UP BY TCEQ-WATER TESTING
146824	DEPARTMENT STATE HEALTH SERVICES	05/11/17	\$ 523.86	WATER SAMPLES PICKED UP BY TCEQ-WATER TESTING
146825	DEPARTMENT STATE HEALTH SERVICES	05/01/17	\$ 61.74	7 WATER SAMPLES 4/12-4/13
146826	EAST RIO HONDO WATER SUPPLY	VARIOUS	\$ 274.40	WATER SERVICE-EDAP LIFT STATIONS
146827	FERGUSTON ENTERPRISES	05/10/17	\$ 1,650.00	10-MAN OLE RINGS AND COVERS-SEWER LINES
146828	FUELMAN	VARIOUS	\$ 648.25	FUEL FOR WATER/SEWER VEHICLES
146829	HECTOR D HOUSE	05/26/17	\$ 336.16	IT CONTRACT SERVICE 5/13-5/26/17
146830	HECTOR'S MUFFLER	VARIOUS	\$ 542.17	STARTER REPLACEMENT WS-063/WS-02 SPARK PLUGS/IC
146831	LUIS MASCORRO	05/12/17	\$ 250.00	REPAIRS TO NORTH CLARIFIER-CABLE AT CONTROL PANEL
146832	MAGIC VALLEY ELECTRIC	05/15/17	\$ 69.15	ELECTRIC-LIFT STATION-CACTUS RD
146833	MAXIMINO TORRES	05/26/17	\$ 142.00	CLEANING-W/S VEHICLES
146834	OFFICE DEPOT	05/11/17	\$ 179.14	OFFICE SUPPLIES-PAPER/SCISSORS/ADDRESS LABELS/C
146835	OLMITO WATER SUPPLY	05/11/17	\$ 2,936.80	SEWAGE PUMP FOR LIFT STATION #19
146836	PEDERSON CONSTRUCTION	05/19/17	\$ 210.00	20 YDS RIVER SAND-SEWER/WATER LINE REPAIRS
146837	PRAXAIR DISTRIBUTION	05/05/17	\$ 706.50	WWTP CHEMICALS-CALCIUM HYPOCHLORITE
146838	REGION STAFFING	VARIOUS	\$ 895.28	CONTRACT LABOR WEEKENDING 5/7/17
146839	SHARE CORPORATION	05/15/17	\$ 320.00	HI TEMP GREASE FOR SEWER PLANT EQUIPMENT
146840	SMARTCOM	05/08/17	\$ 141.64	INTERNET SVC-WATER/SEWER DEPT
146841	SUNTRUST EQUIP FINANCE	05/08/17	\$ 75,446.30	WATER METER REPLACEMENT-PAYMENT
146842	TX ENVIRONMENTAL COUNCIL	03/15/17	\$ 120.00	CHLORINE/BAC-T TRAINING CLASS-A.LOPEZ/R.GARCIA
146843	THE BANK OF NEW YOUR	05/09/17	\$ 1,100.00	AGENT FEE-LOS FRESNOS 02
146844	TX WATER UTILITIES	05/10/17	\$ 980.00	SURFACE WATER PRODUCTION COURSE/CROSS CONNECTION
146845	TYLER TECHNOLOGIES	04/01/17	\$ 2,447.39	ANNUAL MAINTENANCE-DDRS-BUILDING PROJECTS
146846	USA BLUEBOOK	05/04/17	\$ 916.08	REPLACEMENT CHEMICAL FEEDERS FOR WTP
146847	ZARSKY LUMBER	04/30/17	\$ 678.47	APRIL 2017-SUPPLIES FOR MAINT
146848	US POSTMASTER	05/26/17	\$ 537.02	POSTAGE-FIRST NOTICE WATER BILLS
	TOTAL		\$ 190,753.11	

CITY OF LOS FRESNOS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2017

09 -COMMUNITY DEVELOPMENT COR
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	310,733	27,420.41	214,419.23	0.00	96,313.77	69.00
TOTAL REVENUES	310,733	27,420.41	214,419.23	0.00	96,313.77	69.00
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	310,733	61,648.76	152,446.17	70,841.55	87,445.28	71.86
TOTAL EXPENDITURES	310,733	61,648.76	152,446.17	70,841.55	87,445.28	71.86
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	0 (	34,228.35)	61,973.06 (	70,841.55)	8,868.49	0.00
	=====	=====	=====	=====	=====	=====

[illegible]

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2198 A

SCHEDULED

ACTION ITEM (ID # 2198)

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

Call with questions.

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

Activity for the month of May 2017

Water Treatment Plant

Total Output: 19,348,000
Daily Average: 624,129
% of Capacity: 62.4%

Waste Water Treatment Plant

Total Output: 15,489,000
Daily Average: 499,645
% of Capacity: 49.9%

CITY OF LOS FRESNOS
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
MAY 2017

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	134	548
Rereads/Meter Info	49	282
Water Taps	2	17
Sewer Taps	0	0
Change Meter	2	35
Service Check for Water Leak at Account	16	88
Repaired Leak	2	12
Call for Sewer Stoppage	10	42
City Sewer Lines Unstopped	8	29
Code Enforcement/Other	45	358
Pothole Repairs	30	178
Street Repairs	0	0
Street Sign Replacement/Repaired	4	9
Asphalt Used (ton)	1	9.9
Gravel Used (ton)	5	17
Fire Hydrants Flushed and Oiled	6	35
Fire Hydrants Repaired	0	0
Valves Repaired	0	0
Manholes Cleaned/Repaired	4	23


Carlos Salazar, Director of Public Works

Attachment: May Public Works Report (2198 : Public Works Report)

CITY OF LOS FRESNOS

	BUILDING PERMITS ISSUED												MONTH & YEAR		May, 2017
	BUILDING PERMITS			PLUMBING PERMITS			ELECTRICAL PERMITS			MECHANICAL PERMITS			MOVING PERMITS		
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	VALUATION		YEAR TO DATE VALUATION
SINGLE FAMILY	5	16	4	13	3	13	2	8	2	3				\$468,000.00	\$1,128,000.00
DUPLEXES/APARTMENTS															
PUD DEVELOPMENT		1		1											
HOTEL/MOTEL / BANK															
OFFICES/ STORAGE															
DOCTOR OFFICE															
STORES/RESTAURANTS					1	1									
SIGNS	1	4												\$5,000.00	\$7,550.00
CHURCHES/OTHER BUILDINGS															
FENCE/DRIVEWAY/REROOF	6	26											\$16,741.00	\$75,311.77	
SWIMMING POOLS															
RESIDENTIAL ADD/REMODEL	19	25		3	4	6	1	1					\$120,000.00	\$178,495.00	
APARTMENT REMODEL															
COMMERCIAL ADD/REMODEL		3		2		3								\$92,000.00	
STORAGE/GARAGES/CARPORTS		13				1								\$24,769.00	
TOTALS	31	88	4	19	8	24	3	9	2	3			\$609,741.00	\$2,106,125.77	

**City of Los Fresnos
Recycling Program
Total Number of Guest
May 2017**

Date	Tuesdays at Memorial Park
05/02/17	22
05/09/17	18
05/16/17	26
05/23/17	27
05/30/17	18
Totals	111

Date	Thursdays at Community Park
05/04/17	28
05/11/17	30
05/18/17	23
05/25/17	22
Totals	103

Date	Saturdays at City Hall
05/06/17	18
05/13/17	15
05/20/17	22
05/27/17	20
Totals	75

Total attendance for the Month of May	289
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City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2189 A

SCHEDULED

ACTION ITEM (ID # 2189)

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

Call with questions.

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

05\01\2017
thru 05\31\2017

Violation	# of Offenses
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
ASSAULT FAMILY/HOUSEHOLD MEMBER W/PREV CONV 13c	1
BURGLARY OF HABITATION	2
CHILD IN NEED OF SUPERVISION RUNAWAY	1
DRIVING WHILE INTOXICATED	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	2
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	3
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	15
FORGERY - TO DEFRAUD OR HARM OF ANOTHER	1
HOLD FOR CUSTOMS	7
NO DRIVER'S LICENSE	5
POSS MARIJ <2OZ	2
POSS MARIJ >2 OZ<=4OZ DRUG FREE ZONE	1
POSSESSION OF DRUG PARAPHERNALIA	3
PUBLIC INTOXICATION	2
TAMPER/FABRICATE PHYSICAL EVIDENCE	1
TERRORISTIC THREAT 13a	1
THEFT	1
THEFT PROP>=\$50<\$500 23a	2
Total Violations	54
Total Arrests	45

Attachment: May Police Report (2189 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Incidents - By Violation

05\01\2017
thru 05\31\2017

Violation	Incidents
ABANDONED VEHICLES	3
ALARMS	13
ANIMAL CONTROL	58
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	2
ASSAULT FAMILY/HOUSEHOLD MEMBER W/PREV CONV 13a	1
BURGLARY OF HABITATION	1
BURGLARY OF VEHICLE 23f	5
CHILD IN NEED OF SUPERVISION RUNAWAY	1
CITY ORD VIOLATION	2
CRIMINAL MISCHIEF >=\$50<\$500	2
CRIMINAL TRESPASS	3
DOG AT LARGE	9
DRIVING WHILE INTOXICATED	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	2
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	3
DUTY ON STRIKING UNATTENDED VEHICLE	2
EVADING ARREST DET W/VEH	1
EVADING ARREST DETENTION	1
EXECUTION OF CAPIAS OR ARREST WARRANT	14
GARAGE SALES	4
GRAFFITI OFFENSE	1
HARASSMENT	4
ILLEGAL DUMPING >5 LBS < 500 LBS	1
LOUD NOISE	6
NO DRIVER'S LICENSE	5
OPEN CONTAINER	1
PERMIT OF FOOD SERVICE ESTABLISHMENT	13
POSS MARIJ <2OZ	1
POSSESSION OF DRUG PARAPHERNALIA	5
PUBLIC INTOXICATION	2
RECKLESS DRIVING	4
REGULATES & RESTRICTS THE LOCATION AND USE OF BUILDING	2
RESTRICTED PARKING/MEMORIAL PARK	1
RIGHT OF WAYS/BASKETBALL NETS	1
SEXUAL ASSAULT CHILD 11c	1
TERRORISTIC THREAT 13a	2
TERRORISTIC THREAT 13b	1
THEFT	10
THEFT PROP>=\$50<\$500 23a	1
WEEDED OR RUBBISH LOT	7
WELFARE CONCERN	2
Total Violations	199
Total Incidents	189

Attachment: May Police Report (2189 : Police Department Report)

LOS FRESNOS POLICE DEPARTMENT

Accident - By Street & Intersection

05\01\2017
thru 05\31\2017

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
2ND & 200 BLOCK N. ARROYO BVD.	1	0	2	1
31000 TX HWY 100 & 33300 FM 803	1	0	3	3
9TH & NOGAL	1	0	2	0
ARROYO & 8TH	1	0	2	0
ARROYO & CANAL	1	0	2	0
ARROYO & OCEAN	1	0	2	0
FRESNO & 7TH	1	0	2	0
HWY 100 & FM 803	1	0	2	0
OCEAN & 100 BLOCK OF EVERGREEN ST.	1	0	2	0
OCEAN & 100 BLOCK OF OLEANDER ST.	1	0	2	0
OCEAN & ARROYO	2	0	4	0
OCEAN & COMA	1	0	2	0
OCEAN & EBANO	1	0	0	0
OCEAN & EVERGREEN	1	0	2	0
OCEAN & FM 1847	1	0	0	0
OCEAN & FM 803	2	0	4	2
OCEAN & NOGAL	1	0	2	1
OCEAN & OLEANDER	1	0	2	0
OCEAN & VILLA DEL SUR	1	0	2	0
RESACA & HUISACHE	1	0	3	0
STATE HWY 100 & FM 803	1	0	2	0
Total	23	0	44	7

Attachment: May Police Report (2189 : Police Department Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2190 A

SCHEDULED

ACTION ITEM (ID # 2190)

Municipal Court Report 1. Monthly Report

Call with questions.

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Los Fresnos</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
FOR MONTH <u>May</u> YEAR <u>2017</u>		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		<u>618</u>		<u>40</u>	<u>0</u>
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)					
C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)					
3. Dispositions at Trial:					
A. Trial by Judge					
(1) Finding of Guilty		<u>297</u>		<u>13</u>	<u>0</u>
(2) Finding of Not Guilty					
B. Trial by Jury					
(1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial		<u>63</u>		<u>1</u>	
4. Cases Dismissed:					
A. After Driver Safety Course (C.C.P., Art. 45.0511)		<u>72</u>			
B. After Deferred Disposition (C.C.P., Art. 45.051)		<u>38</u>		<u>6</u>	
C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		<u>9</u>			
D. Compliance Dismissal (Proof of Inspection, License, or Registration)		<u>33</u>			
5. Community Service Ordered (For satisfaction of fine or costs only.)		<u>14</u>			
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		<u>3</u>			
B. Non-Driving Alcoholic Beverage Code Cases Filed		<u>6</u>			
C. Driving Under the Influence of Alcohol Cases Filed					
D. Health & Safety Code (Tobacco) Cases Filed		<u>0</u>			
E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094)					
F. Education Code (Except Failure to Attend) Cases Filed					
G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govt. Code, Sec. 341.905)					
H. All Other Non-Traffic Fine-Only Cases Filed					
I. Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))					
J. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))					
K. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed (Education Code, Sec. 25.093)					
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued (Do not include warrants for arrest.)					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only					
B. Felonies and Class A and B Misdemeanors Only					
12. Magistrate Warnings Given: (Given to defendants charged with county or district court offense.)					
A. Class A and B Misdemeanors Only					<u>6</u>
B. Felonies					<u>5</u>
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection					
15. Total Revenue				\$ <u>83753.40</u>	

(Include all revenue collected during month to be remitted to city or state)

Attachment: May Municipal Court Report (2190 : Municipal Court Report)

Citation No. Docket No. Violator

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

Code	---	Payments	---	Refunds	---	Net	---	G/L Acct No.
FINE	455	29,824.80	16	1,524.85-		28,299.95	01	407-0240
CCC04	494	18,779.00	5	160.00-		18,619.00	01	2512
TFC	375	1,123.00	1	3.00-		1,120.00	01	407-0240
AR	471	2,348.00	4	18.00-		2,330.00	01	407-0240
TECH	476	1,865.99	4	16.00-		1,849.99	01	407-0241
STF	376	10,631.00	1	13.00-		10,618.00	01	2512
MCBS	457	1,362.00	3	9.00-		1,353.00	01	407-0270
SJRF	454	1,803.50	3	12.00-		1,791.50	01	2512
JFCT2	451	2,407.40	3	16.20-		2,391.20	01	2512
JFCI	449	269.40	3	1.80-		267.60	01	407-0240
IDF	446	891.00	3	6.00-		885.00	01	2512
CJFS	330	29.70	1	0.09-		29.61	01	2512
CJFC	330	3.30	1	0.01-		3.29	01	407-0240
WRNTE	84	3,949.00	2	100.00-		3,849.00	01	407-0240
TLFTA1	88	1,711.95	3	60.00-		1,651.95	01	2512
TLFTA2	86	509.90	3	18.00-		491.90	01	2517
TLFTA3	84	335.50	3	12.00-		323.50	01	407-0240
COLAGY	55	3,543.27	3	214.80-		3,328.47	01	2513
TPF	420	840.00	3	6.00-		834.00	01	2512
TP-L	68	556.35	3	22.04-		534.31	01	407-0240
TP-S	62	694.10	2	25.00-		669.10	01	2512
TP-L-J	58	138.00	2	5.00-		133.00	01	407-0260
CS2	21	504.90	0	0.00		504.90	01	407-0280
DSC	52	514.80	0	0.00		514.80	01	407-0240
CVC	19	280.00	1	15.00-		265.00	01	2512
CJP	11	55.00	0	0.00		55.00	01	2512
CR	2	10.00	0	0.00		10.00	01	2512
GR	10	25.00	0	0.00		25.00	01	2512
LEMI	10	5.00	0	0.00		5.00	01	2512
JCPT	11	11.00	1	1.00-		10.00	01	2512
LEOA	10	10.00	0	0.00		10.00	01	2512
LEOCE	10	20.00	0	0.00		20.00	01	2512
OCL	1	75.00	0	0.00		75.00	01	2512
MSB	1	22.00	0	0.00		22.00	01	2513
CCC	10	146.00	1	17.00-		129.00	01	2512
FA	10	50.00	1	5.00-		45.00	01	2512
JCD	3	0.75	1	0.25-		0.50	01	2512
JCPT2	7	14.00	0	0.00		14.00	01	2512
JCD2	7	3.50	0	0.00		3.50	01	2512
CMI	7	3.50	0	0.00		3.50	01	2512
JFCT	3	10.20	0	0.00		10.20	01	2512
AF	2	20.00	0	0.00		20.00	01	407-0240
SPEX	33	3,280.10	0	0.00		3,280.10	01	407-0290
AF2	30	600.00	0	0.00		600.00	01	407-0240
OP	6	259.00	4	222.00-		37.00	01	2516
TXSBLT	2	85.95	1	14.95-		71.00	01	2515

Total: 6845 89,621.86 81 2,517.99- 87,103.87

city 40548
court 1849.0
Bldg. 1353.
unri 491.9
coll. 3350.4
jud. 133
child 504.
OP 37.
state 38834

Attachment: May Municipal Court Report (2190 : Municipal Court Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2191 A

SCHEDULED

ACTION ITEM (ID # 2191)

Library Report 1. Monthly Report

Call with questions.



**ETHEL L. WHIPPLE MEMORIAL LIBRARY
LIBRARIAN'S REPORT
MAY 2017**

Number of Patron Checking Out Materials

Adult	696
Children	148
Teens	13



Material Types Checked Out

Adult Books	209
Children Books	135
Young Adult Books	220
Videos	282
Audios	4
Other Language Books	28



Items Downloaded

eBooks	78
eAudiobooks	15



Patron Access Computer Use

Total Sessions	752
Total Time	480 hours
Guest Passes	187



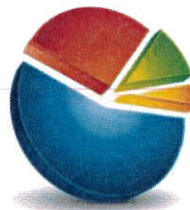
Free WiFi Access Use

Total Sessions	655 Library WiFi
Total Time	1,638 hours
Total Sessions	243 Park WiFi
Total Time	729 hours



What Happened In the Library

Hours Open	176 hours
Visits	2,350
Children Program Attendance	255
Volunteer Hours	185
New Cards Issued	25
Cards Renewed	94
New Books Added	131
New eBooks Added	108
New Videos Added	14
Hotspots	5
Books Weeded	273
Videos Weeded	2
Reference Questions	395
Assists in Computer Lab	285
Patron Copies	1,390
Patron Faxes sent	108
Patron Printouts	1,712
Library Staff Copies	1,556
Replacement Cards	21



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:
DOC ID: 2192 A

SCHEDULED

ACTION ITEM (ID # 2192)

Fire Marshal's Report 1. Monthly Report

Call with questions.



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

FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT
MONTH OF MAY 2017

<u>FIRES</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Business Structures	<u>1</u>	<u>1</u>
Dwellings	<u> </u>	<u>1</u>
Mobile Homes	<u> </u>	<u> </u>
Grass	<u>1</u>	<u>22</u>
Refuse	<u> </u>	<u>1</u>
Institutional	<u> </u>	<u> </u>
Motor Vehicles	<u> </u>	<u>4</u>
Rescue Calls	<u>6</u>	<u>12</u>
Incendiary or Suspicious Fires	<u> </u>	<u> </u>
Other Calls	<u>3</u>	<u>6</u>
TOTAL ALARMS		<u>58</u>

MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses	<u>4</u>	Institutions	<u>1</u>
Industrial Structures	<u> </u>	Homes	<u>2</u>
Public Buildings	<u>3</u>	Apartments	<u> </u>
Hotels/Motels	<u> </u>		
TOTAL INSPECTIONS	<u>10</u>		

SCHOOL HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED:

LECTURES-PRESENTATIONS MADE/FILMS: SHOWN 5 TOTAL AUDIENCE 400

FIRES INVESTIGATED: (ACCIDENTAL) 1 (INCENDIARY)


FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: May Fire Marshal Report (2192 : Fire Marshal's Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Closed Session
Prepared By: Pam Denny

SCHEDULED

Initiator: Pam Denny
Sponsors:

ACTION ITEM (ID # 2193)

DOC ID: 2193

**Closed Session - To deliberate pursuant to Section 551.074,
Title 5 of the Texas Government Code, the Texas Open
Meetings Act regarding the employment of Chief of Police.**

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 06/13/17 06:00 PM
Department: City Secretary
Category: Open Session
Prepared By: Pam Denny
Initiator: Pam Denny
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2195)

DOC ID: 2195

Open Session - Pursuant to Section 551.074 Deliberation and possible action on the employment of Chief of Police.