

# City Council

200 North Brazil

Los Fresnos, TX 78566

## Regular Meeting

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

### ~ Agenda ~

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Tuesday, August 11, 2015

6:00 PM

City Hall

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**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, AUGUST 11, 2015 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.**

### I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Presentation
  1. Presentation of Key to the City of Los Fresnos to Consul Rodolfo Quilantan.
4. Consent Agenda
  1. Approval or rejection of Minutes for the July 14, 2015 meeting.
  2. Approval or rejection of the Planning and Zoning Commission's recommendation to approve the final plat for Pueblo Nuevo Subdivision.
  3. Approval or rejection to renew the Interlocal Agreement with Cameron County for Operation Stonegarden.
  4. Approval or rejection of an Interlocal Agreement between the City of Los Fresnos Police Department and Town of Indian Lake Police Department for communication services.
  5. Approval or rejection of Budget Amendments for fiscal year 2014-2015.
5. Visitor Remarks - In order to speak you must sign in prior to the meeting and you will have a limit of 3 minutes to speak.
6. Action Items

1. Consideration and ACTION to accept or reject and or all bids received for the Memorial Park Basketball Court and budget amendment.
  2. Approval or rejection to approve a Proclamation declaring August 31, 2015 as The University of Texas Rio Grande Valley Day.
  3. Consideration and ACTION on the second and final reading of Ordinance 235-GG to delete future use of R-1A Single Family District, to amend Section 23.1 and to amend Section 26.0 (9).
  4. Consideration and ACTION to acknowledge the Finance Director's certification of the estimated ad valorem tax collection rate for the tax year 2015 and the excess debt tax collection rate for tax year 2014.
  5. Consideration and ACTION to acknowledge Cameron Appraisal District Chief Appraiser's certification of the tax roll for 2015.
  6. Consideration and ACTION to acknowledge the calculation of the City's Effective & Rollback Ad Valorem tax rate for tax year 2015 and for fiscal year 2015/2016.
  7. Consideration and ACTION to propose a tax rate for tax year 2015, take a record vote, and set dates for public hearing (if necessary).
  8. Consideration and ACTION to approve amendments to General Fund and Water & Sewer budgets.
  9. Consideration and ACTION to appoint a person to the Los Fresnos Housing Authority.
7. Update by City Manager
1. A. Wastewater Plant Expansion B. Nature Park C. Hazard Mitigation Plan D. Certificates of Obligation E. Right-of-Way Clean Up
8. Department Head Reports
1. Finance 1. Monthly 2. Year-to-date
  2. Public Works 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits
  3. Police Department 1. Arrests 2. Incidents 3. Accidents
  4. Municipal Court 1. Monthly Report
  5. Library 1. Monthly Report
  6. Fire Marshall's 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 - Deliberation pursuant to Section 551.071, Title 5 of the Texas Government Code, the Texas Open Meetings Act, regarding to seek legal advice on extraterritorial jurisdiction issues.
10. Open Session – Deliberation and possible action regarding the following:
  1. Open Session - Deliberation and possible action regarding the seeking of legal advice on extraterritorial jurisdiction issues.
11. Budget Workshop
  1. Budget Workshop for fiscal year 2015/2016.
12. Adjournment

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on August 6, 2015 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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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: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Presentation  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1480)**

DOC ID: 1480

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**Presentation of Key to the City of Los Fresnos to Consul  
Rodolfo Quilantan.**

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Minutes  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1453)**

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DOC ID: 1453 A

**Approval or rejection of Minutes for the July 14, 2015  
meeting.**

I recommend approval.

# City Council

200 North Brazil

Los Fresnos, TX 78566

## Regular Meeting

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

### ~ Minutes ~

Tuesday, July 14, 2015

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.

Mayor Narvaez stated that Visitor Remarks were left off the agenda.

Mr. Gene Daniels, Fire Chief for the Los Fresnos Volunteer Fire Department, was present and told the Council that the Fire Department had bought a ladder truck due to the City now has 3 story apartments. He stated that he had the truck in the back and would like to show it to the Council and public.

Mayor Narvaez recessed the meeting at 6:04 pm.

Mayor Narvaez called the meeting back to order at 6:19 pm.

Mr. Justin Lang, property owner, stated that he had a paddle boat stolen from his property and had requested an incident report and it took a very long time to get a copy.

### Presentation

#### Presentation by Chamber of Commerce for the April - June, 2015.

Mr. Val Champion, Executive Director, gave a report for the quarter ending in June. He reported on the Four Seasons Promotion Campaign, the Series of three Economic Updates, new Chamber Board of Directors, new members and financial report.

Mr. Champion answered questions from the Council.

<b>RESULT: NO ACTION</b>
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### Consent Agenda

#### Approval or rejection of Minutes from June 9, 2015 meeting.

Attachment: Council Minutes from July 14 Meeting (1453 : Minutes)

Motion was made and seconded to approve Minutes as presented.

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

Approval or rejection of a Resolution approving cooperation with the Cities served by AEP TCC to review AEP Texas Central Company'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.

Motion was made and seconded to approve the AEP Resolution.

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

Approval or rejection on the second and final reading of Ordinance 235-FF to amend Section 26.2(1) of the Zoning Ordinance.

Motion was made and seconded to approve the second and final reading of Ordinance 235-FF to amend Section 26.2 (1) of the Zoning Ordinance.

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

Approval or rejection on the second and final reading of Ordinance 467 to remove traffic control devices at the corner of Canal Street and North Mesquite and at the corner of West Third Street and North Pita Street.

Motion was made and seconded to approve the second and final reading of Ordinance 467 to remove traffic control devices at the corner of Canal Street and North Mesquite and at the corner of West Third Street and North Pita Street.

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

Approval or rejection to approve preliminary and final plats of Frankie Estates as recommended by the Planning and Zoning Commission.

Motion was made and seconded to approve the preliminary and final plats as recommended by Planning and Zoning Commission for Frankie Estates.



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

**Approval or rejection of the Order of Election and Notice of Election for November 3, 2015 City Election.**

Motion was made and seconded to Order the City Election for November 3, 2015.

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

**Approval or rejection to approve contracting with Cameron County Elections Administrator to run the City Elections on November 3, 2015.**

Motion was made and seconded to contract with the County Election Administrator to run the City Election for November 3, 2015.

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

**Approval or rejection to write off bad debt for 2014.**

Motion was made and seconded to write off bad debt for 2014.

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

**Action Items**

**Consideration and ACTION to fund the final plans and specifications for the Los Fresnos Volunteer Fire Department and Los Fresnos Ambulance Service Facility.**

Mr. Milum stated the plans were not ready. No action was taken.

**RESULT:** NO ACTION

**Consideration and ACTION to approve assisting the proposed development with infrastructure.**

Mr. Milum explained that Mr. Stanford Knowles is trying to sell Block 61 to a developer to build duplexes. In order for development to occur on this block East First Street from Como Street to Ebano Street and Ebano Street from East First Street to East Second Street would have to be paved. Generally this is the responsibility of the developer. The estimated cost for this to be done is \$182,661. The developer would like the City to pay \$110,519 and the developer pay \$72,142 for the street plus it will cost the developer

approximately \$17,200 to extend the sewer for a total of \$89,342. Additionally, the developer will be responsible for approximately \$41,600 in connection fees as well as the amount for the building permits. The City does not have \$110,519 in excess funds. The \$41,600 and a portion of the building fees could go to meet that need if necessary.

Councilmember Jones and Real felt that waiving the connection fees, as the City has done in the past,

Motion was made and seconded to waive the standard utility fees of \$41,600.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom Jones, Councilman
<b>SECONDER:</b>	Swain Real, Councilman
<b>AYES:</b>	Minton, Narvaez, Cruz, Real, Mendez, Jones

**Approval or rejection on the second and final approval of the Codification of Ordinances and fee schedule.**

Mr. Milum stated this is the second and final approval of the Codification of Ordinances and fee schedule. The only changes that were made to the original ordinances were updates that are no longer legal or needed wording changed due to state or federal requirements. The fees were spread out over all the ordinances but now they are in one documents.

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the second and final reading on codification of ordinances and fee schedule.

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

**Consideration and ACTION on the first reading of Ordinance 235-GG to delete future use of R1A Single Family District, amending Section 23.1 and adding to Section 26.0(9).**

Mr. Milum explained that the Planning and Zoning Commission had discussed and approved this at their June meeting.

The first change is to do away with developing lots with 50 feet in width and 5000 square feet which is what the zoning calls for in R1A Residential. Lots already developed or in the process (we currently have one) with this zoning will be grandfathered. Any new development will follow the zoning of R1 Residential which calls for a minimum lot width of 60 feet and 6000 square feet. The reason for this change is due to the small lot



sizes clutter up the streets with not enough parking. Areas with larger lot sizes have less congestion. This will increase the cost of lots.

The second change is for RLB which is Residential Limited Business to increase lot sizes from 50 feet wide to 60 feet wide.

The last change is requiring garages to be a minimum of 11 feet wide by 24 feet long for a one car garage and 22 feet wide by 24 feet long for a two car garage. Additionally 2 vehicles must fit on the property without having to move a vehicle to meet the requirement of 2 off-street parking spaces. Garages are counted as a parking space but few cars can fit in a garage that is only 14 to 17 feet long, which is what most are being built now. A garage is not required and can be smaller than the minimum but it will not count as a parking space.

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the first reading of Ordinance 235-GG.

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

**Update by City Manager**

**A. Wastewater Plant Expansion. B. Certificates of Obligation. C. Community Park Parking. D. TWDB Projects. E. Code Enforcement. F. Recycling. G. Budget and Tax Rate Calendar for Fiscal Year 2015-2016.**

A. Wastewater Plant Expansion - With the other bids completed we hope to get this project bid later in July or August. It will probably be ready for the Council to review and approve in August.

B. Certificates of Obligation - The 3 projects approved last meeting will begin in a few weeks. Documents are being signed and bonding done. Pre-construction meetings will be done within the next 2 weeks. Staff has met with BRW Architects to review rooms, offices, layouts, general furnishings and costs for the new City Hall, Fire and EMS Facility. We hope to schedule a meeting to review that in a separate meeting for the Council in July.

C. Community Park Parking - Bids have been received and work on the fence and sidewalks should begin in a few weeks.



D. TWDB Projects - Guzman Munoz Engineering continues to work.

E. Code Enforcement -They are continuing to focus on high grass, abandoned vehicles, junked vehicles and loose animals. We seem to be making progress but continue to see lots of animals running loose.

F. Recycling -The number of folks utilizing the recycling option continues to increase. We will have a sign made in a few weeks to notify folks where and when the recycling trailer will be.

G. Budget & Tax Rate Calendar for Fiscal Year 2015/2016 - The calendar is attached for your review and to mark the meetings you need to attend.

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

**Department Head Reports**

**Finance Report 1. Monthly 2. Year-to-Date**

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

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

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

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

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

**Municipal Court Report 1. Monthly Report**

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

**June 2015 Librarian Report**

Mr. Milum answered questions from the Council.

**RESULT: NO ACTION**

**Fire Marshal Report 1. Monthly**

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**Regular Meeting****Tuesday, July 14, 2015****6:00 PM**

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Mr. Milum answered questions from the Council.

<b>RESULT: NO ACTION</b>
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**EMS Report 1. Third Quarter Report**

Mr. Milum answered questions from the Council.

<b>RESULT: NO ACTION</b>
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8. Adjournment

Mayor Narvaez adjourned the meeting at 7:59 PM.

\_\_\_\_\_  
Presiding Officer of the Council

\_\_\_\_\_  
Recorder

Attachment: Council Minutes from July 14 Meeting (1453 : Minutes)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Plats  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1454)**

DOC ID: 1454

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**Approval or rejection of the Planning and Zoning  
Commission's recommendation to approve the final plat for  
Pueblo Nuevo Subdivision.**

City Staff, Naismith Engineering and the Planning & Zoning Commission have reviewed and approved.

I recommend approval.



# NaismithEngineering,Inc

ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING

## MEMORANDUM

**TO:** Mr. Mark Milum mmilum@citylf.us  
City Manager

**FROM:** Paolina Vega, P.E. pvega@naismith-engineering.com

**DATE:** July 15, 2015

**SUBJECT:** Final Plat Review for Pueblo Nuevo Subdivision

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Mr. Milum,

After reviewing the Final Plat of *Pueblo Nuevo Subdivision*, we recommend approval of the final plat pending installation and city approval of subdivision improvements (streets, water, sewer, etc..).

Please call if me at (956) 541-1155 if you have any questions

Attachment: Final Plat for Pueblo Nuevo Subdivision (1454 : Final Plat for Pueblo Nuevo Subdivision)

# Planning and Zoning Commission

200 North Brazil

Los Fresnos, TX 78566

## Regular Meeting

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

### ~ Minutes ~

Monday, July 20, 2015

6:00 PM

City Hall

### AGENDA

#### Call to Order

The meeting was called to order at 6:00 PM by Board Member Abran Ortega

#### Visitor Remarks

There were no comments.

#### Action Items:

#### Consideration and ACTION to approve the Minutes from June 15, 2015 meeting.

Motion was made and seconded to approve the Minutes as presented.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Meade, Board Member
<b>SECONDER:</b>	Abran Ortega, Board Member
<b>AYES:</b>	Ortega, Meade, Burnias Sr., Ortiz, Gomez, Rodriguez
<b>ABSENT:</b>	Larry Stambaugh

#### Consideration and ACTION to approve the final plat for Pueblo Nuevo Subdivision.

Ms. Denny stated that Lot 16 has been dedicated as a street right-of-way and utility easement.

Mr. Gomez asked about Lots 4 and 5 and Mr. Salazar stated that there is a gas line that runs through those two lots. Mr. Pederson, owner, stated a house could be arranged to be built on the lots but we have to dedicated land to the City for parks so those two lots will be for a park.

Motion was made and seconded to approve the final plat for Pueblo Nuevo Subdivision.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Ray Ortiz, Board Member
<b>SECONDER:</b>	Merced Burnias Sr., Board Member
<b>AYES:</b>	Ortega, Meade, Burnias Sr., Ortiz, Gomez, Rodriguez
<b>ABSENT:</b>	Larry Stambaugh

#### Adjournment

The meeting was closed at 6:10 PM

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1455)**

DOC ID: 1455 C

## **Approval or rejection to renew the Interlocal Agreement with Cameron County for Operation Stonegarden.**

This is a continuation of a grant we have had in the past. The total is \$28,300 and it pays overtime to our officers to patrol the main roads in town. This helps us cover these high traffic areas especially on weekends and holidays more than we have normal budgeted funds available. It provides 600 hours of overtime and includes 2 radar units. We do not have a need for the 2 radar units but we do pay an annual fee of \$3,500 for all our radar units so we will see if they will allow the \$2,500 to go towards that.

The documents are attached except Exhibit B, D, E and F. Exhibit B is the operation details of the program that are sensitive that we are asked to not make public. Exhibit D, E and F are reports that we will have to do during the grant program.

The only costs the City will have to cover not included in the grant will be fuel and repairs. The estimated fuel cost for the 600 hours is \$900. We can cover that in our existing and proposed budgets. The unknown is the repairs. We never know exactly what will break and when. We do have enough funds to cover repairs in the budget. Also, the Tahoe was 100% funded through this grant last year. We only have to utilize this 60% for the grant meaning 40% of the time it can be used for normal City police department needs. If we don't continue with the grant we will have to turn the Tahoe in and this will cause us to be short a unit.

I recommend approval.

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# Cameron County

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## OPSG 2014 Interlocal Cooperation Agreement

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Cities: Los Fresnos, South Padre Island, Port  
Isabel, La Feria, Rancho Viejo, San Benito,  
Harlingen

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## SECTION I

### RULES AND REGULATIONS

The Cities agree to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

## SECTION II

### DEBARMENT/SUSPENSION CERTIFICATION

The Cities certify that the Cities and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://www.epls.gov>.

## SECTION III

### TERMS AND CONDITIONS AND STATEMENT OF WORK

The Cities represent that they have read and understood the Sub-Recipient Agreement between the County and the TxDPS attached hereto as Exhibit A and as a condition of participating in the Grant, the Cities agree to comply with all terms and conditions required of entities accepting funds through an agreement and the Cities further agree to perform services as outlined in the Statement of Work (Exhibit B) for and in consideration of reimbursement from the County in an amount not to exceed the amounts listed for each City on Exhibit C.

The Cities agree to notify the County in writing and obtain from the County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit B) and/or the reimbursement limits as stated in Exhibit C.

The County shall not be liable for costs incurred or performances rendered by the Cities before commencement of this Agreement or after termination of this Agreement and shall only be responsible for reimbursement for services as described in the Statement of Work (Exhibit B) and for reimbursement in the amounts as listed for each City (Exhibit C).

## SECTION IV

### RECORDS AND REPORTS

The Cities agree to establish and maintain all necessary records and reports that may be necessary for reimbursement by the County from Grant funds, including but not limited to the Cost Reimbursement Form (See Exhibit D) and Activity Log (See Exhibit E).

The Cities understand that it is solely the Cities' responsibility to keep all records and reports pertaining to Grant activity within their municipalities in a manner acceptable to the County. Failure to maintain records and reports may result in forfeiture of that particular City's designated Grant funds.

## SECTION V

### MONITORING VISITS

Cities agree to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by Cities and if those performance

goals are being achieved, if applicable. Cities shall give Texas Homeland Security, TDEM, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Cities pertaining to this Agreement.

## SECTION VI

### PAYMENT REQUESTS

Cities agree to submit to the Program Development & Management Department – Fiscal Analyst, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit D) and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit E), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15<sup>th</sup> of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in the attached Exhibit D.

Cities and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by the County.

## SECTION VII

### AUDIT REQUIREMENTS

Cities agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. If a City expends Five Hundred Thousand Dollars, (\$500,000.00) or more in federal grant funds in the calendar year, City must, within nine (9) months from the end of the calendar year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the city expends less than \$500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMG Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a City is exempt, City will provide to County a copy of the City's Financial Statement for the most recent fiscal year ended. City must complete and provide to County a completed Exhibit F on or before nine months following the calendar year. If applicable, City agrees to cooperate with the county relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County Staff, and any and all applicable federal agencies.

## SECTION VIII

### SUSPENSION AND TERMINATION

Cities understand that this Agreement may be suspended or terminated if Cities materially fail to comply with the provisions of this Agreement or the provisions so listed in attached Exhibits A through F. If a particular City fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the Agreements or stipulations of this Agreement, then the County shall provide that particular City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach by a City of this Agreement relate to a violation of federal law or regulation that results in TDEM (TxDPS) or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from the City.** City shall not be relieved



of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, TDEM, (TxDPS) or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and Cities.

## SECTION IX

### ASSETS

Cities shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The requirements for real and personal property acquired with federal awards are contained in the Common Rules of the Office of Management and Budget (OMB) circular A-102, Grants and Cooperative Agreements with State and Local Governments. The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

UGMS requires grant recipients and sub-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, City is required to keep a separate inventory list of property acquired with grant funds. This inventory list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property (Exhibit F).

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

Equipment Loan:

1. The authorized governmental agency shall determine the need and acquire, if necessary, the equipment through authorized purchasing guidelines for HSGP grant funding.
2. Equipment shall be loaned under the authority of a Memorandum of Understanding between the sub-

recipient and the non-governmental entity receiving the loaned equipment. The MOU must identify who is responsible for the care, custody, control, maintenance, disposition and use of the equipment, including, but not limited to:

- a) inventory control of any equipment loaned to a non-governmental entity in accordance with SAA Policy and the Uniform Grant Management Standards.
  - b) maintaining any issued equipment in good working order.
  - c) ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
3. Issuing governmental agency shall record the loan in their inventory control records and conduct an annual inventory of the equipment.

## SECTION X

### LIABILITY FOR DISALLOWED COSTS

The Cities understand and agree that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of the Cities' agreement funds. The Cities further understand and agree that reimbursement to County of such disallowed costs shall be paid by the Cities from funds that were not provided or otherwise made available to Cities pursuant to this Agreement or any other federal contract.

## SECTION XI

### INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

Cities agree to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of Cities or brought by any third person arising in any manner directly or indirectly from Cities' programs, activities or events conducted pursuant to this Agreement.

Cities shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet Cities' duty of indemnification under this paragraph.

## SECTION XII

### PROCUREMENT

Cities agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.



### SECTION XIII CONFLICT OF INTEREST

Cities covenant that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently have or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. Cities agree that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

Cities agree that no person who is an elected official, officer, employee, consultant, or agent of the Cities' organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit A during the Grant period or for a period of one (1) year thereafter. Cities are responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

### SECTION XIV MISCELLANEOUS PROVISIONS

**Conflict with Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

**No Waiver:** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and the Cities, and not otherwise.

**Texas Law to Apply:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.

**Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Cameron  
 County Courthouse "Dancy Bldg."  
 Att: Legal Department  
 1100 E. Monroe Street 2<sup>nd</sup> Floor  
 Brownsville, Texas 78520

If to Cities:

City of Los Fresnos  
 200 N. Brazil Street  
 Los Fresnos, Texas 78566

City of La Feria  
 115 E. Commercial Ave.  
 La Feria, Texas 78559

City of Harlingen  
 118 E. Tyler Street  
 Harlingen, Texas 78550

City of South Padre Island  
 4601 Padre Blvd.  
 South Padre Island, Texas 78597

City of San Benito  
 401 North Sam Houston  
 San Benito, Texas 78586

City of Port Isabel  
 110 W. Hickman  
 Port Isabel, Texas 78578

Town of Rancho Viejo  
 3301 Carmen Avenue  
 Rancho Viejo, Texas 78575

Each notice, demand, request or communication which shall be delivered to or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment:** This Agreement shall not be assignable by the Cities. County may assign this Agreement without the consent of Cities.

**Headings:** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**Authority to Execute:** The execution and performance of this Agreement by the County and the Cities have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Cities in accordance with its terms.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

CAMERON COUNTY

THE CITIES:

PETE SEPULVEDA, JR.  
COUNTY JUDGE

MARK MILUM, CITY MANAGER  
CITY OF LOS FRESNOS

ATTESTED BY:

SYLVIA GARZA-PEREZ  
COUNTY CLERK



ATTESTED BY:

PAM DENNY  
CITY SECRETARY



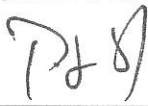
# Exhibit "A"

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2013 Sub-Recipient Agreement

Attachment: Stonegarden Agreement Renewal Agreement (1455 : Agreement for Operation Stonegarden)



		<b>Texas Department of Public Safety</b>							
<b>2014 Sub-Recipient Award for Cameron County</b>									
<b>1. General Award Information</b>		<b>Reference/Encumbrance No:</b>							
<b>Date of Award:</b> May 15, 2015		<b>Prepared By:</b> Ding , Jiewei	<b>3. SAA Award Number:</b> 14-SR 48061-01						
<b>4. Sub-Recipient Name and Address</b>		<b>5. Federal Grant Information</b>							
Judge Pete Sepulveda, Jr. Cameron County 1100 E. Monroe St., Suite 218 Brownsville, TX 78520		<b>Federal Grant Title:</b> Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)							
		<b>Federal Grant Award Number:</b> EMW-2014-SS-00029							
		<b>Federal Granting Agency:</b> U.S. Department of Homeland Security(DHS) Federal Emergency Management Agency (FEMA)							
		<b>Date Federal Grant Awarded to TxDPS:</b> August 6, 2014							
		<b>CFDA:</b> 97.067							
<b>6. Award Amount and Grant Breakdowns</b>									
<b>OPSG</b>  <b>\$1,285,782.00</b>		<table border="1"> <tr> <th colspan="2">Grant Period:</th> </tr> <tr> <td><b>From:</b> Sep 1, 2014</td> <td><b>To:</b> Feb 28, 2016</td> </tr> <tr> <td colspan="2">(The SAA must receive all invoices by the end of grant period)</td> </tr> </table>		Grant Period:		<b>From:</b> Sep 1, 2014	<b>To:</b> Feb 28, 2016	(The SAA must receive all invoices by the end of grant period)	
Grant Period:									
<b>From:</b> Sep 1, 2014	<b>To:</b> Feb 28, 2016								
(The SAA must receive all invoices by the end of grant period)									
<b>7. Statutory Authority for Grant:</b> The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).									
<b>8. Method of Payment:</b> Primary method is reimbursement.									
<b>9. Debarment/Suspension Certification:</b> The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>									
<b>10. Agency Approvals</b>									
<b>Approving TxDPS Official:</b>  Garry Jones Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety		<b>Signature of TxDPS Official:</b>  							
<b>11. Sub-Recipient Acceptance</b>									
<b>I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.</b>									
<b>Print name and title of Authorized Sub-Recipient Official:</b>  Pete Sepulveda, Jr. Cameron County Judge		<b>Signature of Sub-Recipient Official:</b>  							
<b>Enter Employer Identification Number (EIN) or Federal Tax Identification Number:</b> 74-60000420		<b>DUNS Number:</b> 010546679	<b>Date Signed :</b> 06/04/2015						
<b>DUE DATE:</b> June 29, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.									



## 2014 TERMS AND CONDITIONS

### **Instructions:**

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA\_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this Grant.

### **1. Grant Sub-recipient Agreement**

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NPG. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### **2. Overview and Performance Standards**

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

**A. Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**B. Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### **3. Environmental Review**

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's



**EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release Grant funds for non-compliant projects.**

Sub-recipient, as soon as possible upon receiving this Grant, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

#### **4. Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

#### **5. Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.**

#### **6. Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

##### **A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

##### **B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

##### **C. Audit Requirements**

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.



#### D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY\\_2014\\_HSGP\\_FOA\\_Final.pdf](http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf) and the Nonprofit Security Grant Program (NSGP), [http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY\\_2014\\_NSGP\\_FOA\\_Final\\_Revised.pdf](http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf).

#### 7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### 8. Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's Grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or Grant Adjustment Notice (GAN) to the jurisdiction.

#### 9. State Requirements for Grants

Sub-recipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at

[http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the State Administrative Agency Sub-recipient Manual, available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.



Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
  - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
  - b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
  - c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Sub-recipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
  - d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
  - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

## **10. Restrictions and General Conditions**

- A. Use of Funds. DHS Grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. Cost Categories. There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.
  1. Management and Administration
  2. Planning
  3. Organization
  4. Equipment
  5. Training
  6. Exercises
  7. Maintenance and Sustainment
  8. Critical Emergency Supplies
  9. Construction and Renovation
- F. Governing Board Approval. In cases where local funding is established by a Council of Government (COG) or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.



G. Notices. All notices or communications required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other Party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 calendar days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the information at least annually. Sub-recipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissemin/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP or NSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds awarded under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or



overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample equipment inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following statement: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, logos, crests, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) calendar day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.



BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this Grant without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publicly-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

## 11. Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency



Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at <http://www.fema.gov/national-incident-management-system>.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using Grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make Grant funded resources available to other jurisdictions through mutual aid <http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3>.

## **12. Monitoring**

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

## **13. Audit**

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

C. Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

D. Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

E. Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

F. State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

## **14. Retention and Accessibility of Records**

A. Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 C.F.R. Section 13.42, UGMS § \_\_, 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

B. Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.



C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

D. After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this Grant.

## **15. Legal Authority**

A. Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive Grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

B. Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

C. Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

## **16. Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

## **17. No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

## **18. Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

## **19. Changes and Amendments**

A. Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

C. Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

D. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

## **20. Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

## **21. Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

## **22. Suspension**

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

## **23. Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

## **24. Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

## **25. Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

## **26. Closing of this Grant**

- A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.
- B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.
- C. The closeout of this Grant does not affect:
  1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

***Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.***

Print Name of Authorized Official Pete Sepulveda, Jr.

Title County Judge

Sub-recipient Organization Cameron County

 06/04/2015  
Signature of Authorized Official Date



**EXHIBIT A****ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B**

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.



15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

***Please fill in the appropriate information and sign to certify this Exhibit A.***

Print Name of Authorized Official Pete Sepulveda, Jr.

Title County Judge

Sub-recipient Organization Cameron County

 06/04/2015  
Signature of Authorized Official Date

**EXHIBIT B****ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D**

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

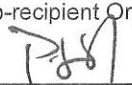
1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

***Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.***

Print Name of Authorized Official Pete Sepulveda, Jr.  
 Title County Judge  
 Sub-recipient Organization Cameron County  
  
 Signature of Authorized Official 06/04/2015  
 Date



**Exhibit C****Certifications**

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and Sub-recipient will require such compliance in any sub-grants or contract at the next tier.

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

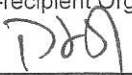
J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

**Please fill in the appropriate information and sign to certify this Exhibit C.**

Print Name of Authorized Official Pete Sepulveda, Jr.

Title County Judge

Sub-recipient Organization Cameron County

 06/04/2015  
Signature of Authorized Official Date

Attachment: Stonegarden Agreement Renewal Agreement (1455 : Agreement for Operation Stonegarden)



**EXHIBIT D****State of Texas Assurances**

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.



16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

Print Name of Authorized Official Pete Sepulveda, Jr.

Title County Judge

Sub-recipient Organization Cameron County

 06/04/2015  
Signature of Authorized Official Date

# Exhibit "C"

---

FY 2013 Budget

Attachment: Stonegarden Agreement Renewal Agreement (1455 : Agreement for Operation Stonegarden)

## Budget Detail:

County/Cities	Budget	Amount
<b>Cameron County Sheriff's Office: Overtime Law Enforcement</b>	10600 Hrs. @\$35.00	\$371,000
Support Overtime-Dispatchers	1500 Hrs. @\$20.00	30,000
Sheriff's Office	23% Fringe Rate	85,354
Support –Dispatchers	23% Fringe Rate	6,900
Sheriff's Office	4 Vehicles	184,000
Vehicle Mileage	149,759 Miles @.55/mi	82,374
<b>Total</b>		<b>\$759,728</b>
<b>Pct. #1 Constable: Overtime</b>	286 Hrs. @\$35.00	10,000
	23% Fringe Benefits	2,300
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$14,800</b>
<b>Pct. #2 Constable: Overtime</b>	750 Hrs. @\$35.00	\$26,250
	23% Fringe Benefits	6,037
	1 Vehicle	46,000
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$80,787</b>
<b>Pct. #3 Constable: Overtime</b>	750 Hrs. @\$35.00	\$26,250
	23% Fringe Benefits	6,037
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$34,787</b>
<b>Pct. #4 Constable: Overtime</b>	572 Hrs. @\$35.00	\$20,000
	23% Fringe Benefits	4,600
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$27,100</b>
<b>Pct. #5 Constable: Overtime</b>	750 Hrs. @\$35.00	\$26,250
	23% Fringe Benefits	6,037
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$34,787</b>
<b>South Padre PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
<b>Total</b>		<b>\$25,830</b>
<b>Port Isabel PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
	Equipment 1 Radar unit	2,500
<b>Total</b>		<b>\$28,330</b>



<b>Los Fresnos PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
	Vehicle	0
	Equipment 2 Radar unit	2,500
<b>Total</b>		\$28,330
<b>La Feria PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
	Equipment 2 Radar unit	5,000
<b>Total</b>		\$30,830
<b>San Benito PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
	1 Vehicles	46,000
	Equipment 2 Radar unit	2,500
<b>Total</b>		\$74,330
<b>Harlingen PD: Overtime</b>	1250 Hrs. @\$35.00	\$43,750
	23% Fringe Benefits	10,063
	1 Vehicles	46,000
	Equipment 2 Radar unit	2,500
<b>Total</b>		\$102,313
<b>Rancho Viejo PD: Overtime</b>	600 Hrs. @\$35.00	\$21,000
	23% Fringe Benefits	4,830
<b>Total</b>		\$25,830
<b>Administration</b>	600 Hrs. @\$25.00	\$15,000
	20% Fringe Benefits	3,000
<b>Total</b>		\$18,000
<b>GRAND TOTAL</b>		<b>\$1,285,782</b>

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1481)**

DOC ID: 1481 A

---

**Approval or rejection of an Interlocal Agreement between the  
City of Los Fresnos Police Department and Town of Indian  
Lake Police Department for communication services.**

The Town of Indian Lake has approached us to assist them with communication services. The Police Department feels that the increased traffic to serve their needs will not burden our Communication Officers. We used the school as a guide for the amount to charge and feel the \$2,500 amount is fair for both communities.

I recommend approval.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE LOS FRESNOS POLICE DEPARTMENT AND  
THE TOWN OF INDIAN LAKE POLICE DEPARTMENT**

THE STATE OF TEXAS  
COUNTY OF CAMERON

KNOW ALL MEN BY THESE PRESENTS

I.  
PARTIES

THIS AGREEMENT is entered into by and between the LOS FRESNOS POLICE DEPARTMENT, a city in the County of Cameron, Texas hereinafter referred to as the "City Police Department", and the TOWN OF INDIAN LAKE POLICE DEPARTMENT, a city in the County of Cameron, Texas referred to hereinafter as "Indian Lake Police Department". This agreement and service is entered into under the Interlocal Agreement Act. Any party paying for the performance of any function or service shall make these payments from current revenues available to the paying party.

II.  
PURPOSE

The purpose of this agreement is to establish an understanding and cooperation between the City Police Department and the Indian Lake Police Department.

The City Police Department has established and communicated a policy clearly establishing the parameters of the Los Fresnos Police Department. The City Police Department also understands the need to work with law enforcement agencies having overlapping jurisdiction with the City Police Department. Additionally, the Indian Lake Police Department is equally dedicated to serving the public by coordinating and communicating with the City Police Department.

III.  
AGREEMENT

The City Police Department and the Indian Lake Police Department agree to aid each other as may be requested and as each is capable. It is understood that the City Police Department has jurisdiction throughout the City of Los Fresnos and that the Indian Lake Police Department has jurisdiction throughout the Town of Indian Lake.

In anticipation of the need for City jail facilities, prisoner transport to the Cameron County Jail, communication services (dispatch/radio trunking usage), the Indian Lake Police Department agrees to pay the City of Los Fresnos the sum of Two Thousand Five Hundred and no/100ths dollars (\$2,500) per year. In addition the City Police Department agrees to provide Indian Lake Police Department use of the City Police Department's training facility (Range) (scheduling of



use will be through communications center, by placing name on Range Calendar). **These funds will be paid by October 31<sup>st</sup> of each year that the MOU is in effect.**

#### IV. TERM

The term of this agreement will be October 1 through September 30 and will be automatically renewed annually. However, either party upon thirty (30) days written notice may terminate this agreement without cause.

#### V. INSURANCE AND INDEMNIFICATION

Governmental Functions. Notwithstanding any provision to the contrary herein, this agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

Town of Indian Lake Insurance and Indemnification. The City of Los Fresnos or City Police Department shall no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the Town of Indian Lake or Town Police Department, or for or with respect to this Agreement, and the Town of Indian Lake covenants and agrees that:

The Town of Indian Lake shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Town of Indian Lake or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Town of Indian Lake pursuant to this Agreement.

The Town of Indian Lake shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interest.

City of Los Fresnos Insurance and Indemnifications. The Town of Indian Lake shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City of Los Fresnos, or for or with respect to this Agreement by the City of Los Fresnos, and the City of Los Fresnos covenants and agrees that:

The City of Los Fresnos shall be solely responsible for and with respect to any claim or cause or cause of action arising out of or with respect to any act, omission or failure to act by the City of Los Fresnos or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Land and this Agreement.

The City of Los Fresnos shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interest.

Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City of Los Fresnos or the Town of Indian Lake nor to create any legal rights or claim on behalf of any third party. Neither the City of Los Fresnos nor the Town of Indian Lake waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the law of the State of Texas. No provision of this agreement is consent to suit.

## VI. MISCELLANEOUS

This agreement contains the complete expression of the agreement between the parties hereto, and there are not promises, representations, agreements, warranties, or inducements except such as are made herein and fully set forth. Any party paying for the performance of any function, services, or improvements to the demised premises shall make these payments from current revenues available to the paying party. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies, and benefits provided by this agreement shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Nothing herein may be construed as the formation of a partnership, joint venture, or other business organization or any description between the parties.

In the event one or more of the provisions of this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement. This agreement constitutes the sole and only agreement of the Parties to the agreement and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this agreement.

This agreement shall be governed and construed in accordance with the law of the State of Texas, and all obligations of the parties created by this agreement are performable in Cameron County, Texas.

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



VII.  
ACCEPTANCE

The parties indicate acceptance of each of the terms of this agreement by the signature of their respective agents below. The agents signing below each represent that they have been authorized by their respective parties to execute this agreement on their behalf. The effective date of this agreement shall be the latest of the dates appearing below.

EXECUTED IN DUPLICATE ORIGINAL on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LOS FRESNOS

TOWN OF INDIAN LAKE

\_\_\_\_\_  
Polo Narvaez, Mayor

\_\_\_\_\_  
Barbara J. Collum, Mayor

Los Fresnos Police Department

Town of Indian Lake Police Dept.

\_\_\_\_\_  
James Harris, III, Chief of Police

\_\_\_\_\_  
Bill Roach, Chief of Police

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Polo Narvaez, Mayor for and on behalf of the City of Los Fresnos.

\_\_\_\_\_  
Notary Public State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by James Harris, III, Chief of Police for and on behalf of the City of Los Fresnos.

\_\_\_\_\_  
Notary Public State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Barbara J. Collum, Mayor for and on behalf of the Town of Indian Lake.

\_\_\_\_\_  
Notary Public State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF CAMERON

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Bill Roach, Chief of Police for and on behalf of the Town of Indian Lake.

\_\_\_\_\_  
Notary Public State of Texas



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Amendment  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1483)**

DOC ID: 1483 A

---

## **Approval or rejection of Budget Amendments for fiscal year 2014-2015.**

Quite a few months ago James was able to get a grant for 2 new patrol vehicles. This was accepted and approved by the Council but we did not do the budget amendment to reflect that. The first 2 pages show the revenue of \$63,776.90 coming in from the grant and the exact same amount of expense going out to pay for the vehicles.

The last 2 pages show the grant revenue of \$22,015.00 and then the exact same amount of expense for a grant the Library expected to receive. We included it in the budget but did not get the grant so this is removing it from the budget.

I recommend approval.

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT #

DEPARTMENT: Police

DATE POSTED:

Fund #	G/L Acct #		Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	490	- 7556	Grant Revenue - OOG DJ 2832230	0.00		63,776.90	63,776.90
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
		-					
			Amendment Total	0.00	0.00	63,776.90	63,776.90

Justification/Explanation for change:

Police Department received grant for vehicles

Dept Head	Requesting Change	Date
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Finance Dept. Date

Approved: Mark Milum 8/5/15  
Mark Milum, City Manager Date

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Polo Narvaez, Mayor
Date



# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Police

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	507 - 13120	Grant OOG DJ 2832230-Vehicles	0.00		63,776.90	63,776.90
	-					
	-					
	-					
	-					
	-					
	-					
	-					
<b>Amendment Total</b>			<b>0.00</b>	<b>0.00</b>	<b>63,776.90</b>	<b>63,776.90</b>

Justification/Explanation for change:

Police Department received grant for vehicles

Dept Head Requesting Change

Date \_\_\_\_\_

Finance Dept

Date \_\_\_\_\_

Approved:

Mark Milum, City Manager

Date \_\_\_\_\_

---

Polo Narvaez, Mayor

Date \_\_\_\_\_

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Library

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	490 - 7527	Grant Revenue - Library	22,015.00	(22,015.00)		0.00
Amendment Total			22,015.00	(22,015.00)	0.00	0.00

Justification/Explanation for change:

Did not attain Library Grant for Computer Lab

Angie L. Lugo 8/5/15  
Dept Head Requesting Change Date

Q. O. Jr 8/5/15  
Finance Dept Date

Approved: Mark W. Milum 8/5/19  
Mark Milum, City Manager Date

Polo Narvaez \_\_\_\_\_  
Polo Narvaez, Mayor Date

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: \_\_\_\_\_ General Fund

BUDGET AMENDMENT #

DEPARTMENT: Library

DATE POSTED:

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	516 - 13500	Grant Revenue - Library	22,015.00	(22,015.00)		0.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
Amendment Total			22,015.00	(22,015.00)	0.00	0.00

Justification/Explanation for change:

Did not attain Library Grant for Computer Lab

Dept Head Requesting Change Angie A. Lugo Date 8/5/15

Finance Dept. 8/5/15

Approved: Mark Milum 8/5/15  
Mark Milum, City Manager Date

Polo Narvaez, Mayor	Date
---------------------	------



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Bid  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1486)**

DOC ID: 1486 B

---

**Consideration and ACTION to accept or reject and or all bids received for the Memorial Park Basketball Court and budget amendment.**

On October 14, 2015 the Council approved to bid the project out for a basketball court at Memorial Park. At that time the Community Health Program Grant agreed to pay \$50,870 toward the project. The increased amount is shown as a revenue of \$21,266.00 and an expenditure for the same amount on the budget amendment. The Council agreed to go out for bids to see what the final cost would be. The low bid is \$73,100. The difference from the bid price and what the Community Health Program has agreed to pay is \$15,999 and is show as 2 line items (\$1,970 & \$14,029) on the budget amendment. That amount can be funded with increased sales tax revenue we did not budget and is reflected on the budget amendment for revenue. We have asked if they would be willing to put additional funds toward the project. We have not heard back from them but need to proceed with the project because it must be completed by September 30. We will continue to pursue the funding from the Community Health Program.

I recommend approval.



August 5, 2015

Mark W. Milum  
City Manager  
200 N. Brazil St.  
Los Fresnos, Texas 78566

**RE: Memorial Park Basketball Court  
Award Recommendation**

Mr. Milum:

Bids were opened for the above referenced project on Thursday, July 16, 2015, at the Los Fresnos City Hall. Two (2) bids were received with Battery Warehouse out of Harlingen, Texas, being the apparent low bidder with a base bid amount of \$73,100.00.

We have reviewed the bids for accuracy and find that all the documentation is in order. Attached for your review and record is a copy of the project bid tabulation which summarizes the bids received for each contract.

NEI has reviewed the information submitted by all bidders and has verified the experience references provided by the low bidder. It is our opinion that the low bid is a fair and reasonable cost for the value of the work to be constructed, and that Battery Warehouse is qualified to perform the required work.

We hereby recommend award of the Contract to Battery Warehouse in the amount of \$73,100.00. Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

NAISMITH ENGINEERING, INC.

Paolina Vega, P.E.  
Project Engineer

Encl.

	<b>NAISMITH ENGINEERING, INC.</b> <b>BID TABULATION</b> <b>Thursday, July 16, 2015 @ 2:00 PM</b>		<b>Project Title:</b> <b>Owner:</b>	<b>MEMORIAL PARK BASKETBALL COURT</b> <b>City of Los Fresnos</b> <b>NEI Project No. 9500</b>			
	<b>BIDDERS</b>			<b>Battery Warehouse</b>		<b>R.M. Walsdorf, Inc.</b>	
	<b>LOCATION</b>			<b>Harlingen, Texas</b>		<b>Brownsville, Texas</b>	
	Statement of Non-Collusion			X		X	
	Proposal			X		X	
	Bid Security (5%)			X		X	
	Statement of Bidder's Qualifications			X		X	
	Addenda Acknowledgment			X		X	
Item No.	Description	Apprx Qty	Unit	Unit Price	Total Amount	Unit Price	Total Amount
	<b>BASE BID</b>						
1	New Basketball Court	1	LS	\$62,000.00	\$62,000.00	\$83,342.00	\$83,342.00
2	Patterson-Williams Gooseneck Posts (Model 1541)	6	EA	\$800.00	\$4,800.00	\$1,037.00	\$6,222.00
3	Patterson-Williams Backboard (Model #26 Steel)	6	EA	\$700.00	\$4,200.00	\$1,069.50	\$6,417.00
4	Patterson-Williams Basketball Goal with Net (Model #41)	6	EA	\$350.00	\$2,100.00	\$508.00	\$3,048.00
	<b>TOTAL BASE BID (ITEMS 1-23)</b>			<b>\$73,100.00</b>		<b>\$99,029.00</b>	
	<b>BASE BID TOTAL WORKING DAYS</b>			<b>60</b>		<b>50</b>	

INDICATES VALUE CORRECTED DUE TO MULTIPLICATION ERROR



# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Revenue

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	430 - 0200	City Sales Tax Revenue	600,000.00		15,999.00	615,999.00
01	490 - 7554	Reimb - DISRP Community Health	85,535.00		21,266.00	106,801.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
Amendment Total			685,535.00	0.00	37,265.00	722,800.00

Justification/Explanation for change:

Initial year of TIRZ Revenue \_\_\_\_\_

C. O. S. E. 8/5/15  
 Dept Head Requesting Change Date  
 Approved: Mark Milum 8/5/15  
 Mark Milum, City Manager Date

C. O. S. E. 8/5/15  
 Finance Dept Date  
 Polo Narvaez, Mayor Date

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Community Health Program

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	523 - 13500	Environmental Changes	15,035.00		1,970.00	17,005.00
01	523 - 13500	Environmental Changes	17,005.00		14,029.00	31,034.00
01	523 - 13500	Environmental Changes	31,034.00		21,266.00	52,300.00
Amendment Total			15,035.00	0.00	37,265.00	52,300.00

Justification/Explanation for change:

Increase for Basketball Court

C. Se 8/5/15  
Dept Head Requesting Change Date

C. Se 8/5/15  
Finance Dept Date

Approved: Mark W. Milum 8/5/15  
Mark Milum, City Manager Date

\_\_\_\_\_  
Polo Narvaez, Mayor Date

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Proclamation  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1482)**

DOC ID: 1482 C

---

**Approval or rejection to approve a Proclamation declaring  
August 31, 2015 as The University of Texas Rio Grande  
Valley Day.**

UTRGV would like the City to proclaim that August 31 is UTRGV day and fly their flag/banner on that day in support of the beginning of the new combined university in the Valley. There are 2 proclamations. The first one proclaims August 31 as UTRGV day and shows the City will fly their flag/banner. The second one proclaims August 31 as UTRGV day but does not mention the flag or banner in case the City does not want to do that.





July 31, 2015

Mr. Polo Narvaez  
Mayor  
City of Los Fresnos  
200 N. Brazil  
Los Fresnos, TX 78566

Dear Mayor Narvaez,

The University of Texas Rio Grande Valley is quickly approaching its opening day on August 31, 2015, and we would like to invite the City of Los Fresnos to join us in commemorating our launch as the first major public university to be established in the 21<sup>st</sup> century in Texas. A university invested in its community is a truly engaged university and your partnership is critical to our success.

Enclosed is a proclamation that we are hopeful your city will adopt as part of a regional effort to demonstrate firm community support of the University. The Division of Governmental and Community Relations is reaching out to over 25 cities and the four counties across the Rio Grande Valley to participate.

Adoption of the proclamation would declare August 31 as "The University of Texas Rio Grande Valley Day" in your city. In addition, all participating cities are being asked to fly the University's flag on UTRGV Day to display your support and spirit of the University.

During the week leading up to August 31, UTRGV representatives will deliver the flag to your city. The adoption of this proclamation will display your partnership and support of UTRGV as we kick off our first official year. Additionally, we hope you can join us for our UTRGV Community Event on the evening of August 31; more information on that event is forthcoming.

Should the City of Los Fresnos wish to partner with UTRGV or should you have any questions regarding this effort, please contact me at [veronica.gonzales@utrgv.edu](mailto:veronica.gonzales@utrgv.edu) or Richard Sanchez, Assistant Vice President for Governmental Relations at [richard.sanchez@utrgv.edu](mailto:richard.sanchez@utrgv.edu). We can also be reached at 956/665-3361.

Together, we can ensure that our Vaquero spirit echoes from one end of the Valley to the other. We look forward to your partnership throughout the next year and hope to see your city flying our flag with great pride.

Respectfully,

Veronica Gonzales  
Vice President for Governmental & Community Relations

**Office of the Vice President for Governmental and Community Relations**

One West University Blvd.  
Brownsville, Texas 78520  
(956) 882-8200

1201 West University Drive  
Edinburg, Texas 78539  
(956) 665-2100

2102 Treasure Hills Blvd.  
Harlingen, Texas 78550  
(956) 365-8779

Attachment: UTRGV Proclamations (1482 : Proclamation)



CITY OF LOS FRESNOS  
PROCLAMATION

**WHEREAS**, THE 83<sup>RD</sup> Texas Legislature passed legislation on May 23, 2013 establishing a new university of the first class in South Texas, and the Governor of Texas signed the bill into law on June 14, 2013; and

**WHEREAS**, comprised of the assets, human resources, and institutional knowledge of two renowned legacy institutions, The University of Texas Brownsville and The University of Texas Pan American, the Regional Academic Health Centers in Edinburg and Harlingen, and with the addition of a long awaited medical school, The University of Texas Rio Grande Valley will transform the academic and economic landscape of South Texas; and

**WHEREAS**, the Texas Constitution provides that the University is entitled to participate in the Permanent University fund, and The University of Texas System Board of Regents has, to date, allocated hundreds of millions of dollars to The University of Texas Rio Grande Valley; and

**WHEREAS**, the university has adopted the Vaquero as its official mascot, the original South Texas Vaqueros being the pioneers of the region and were the precursors to the modern day American Cowboy; and

**WHEREAS**, the people of the Rio Grande Valley and the leaders of its local governments, institutions, businesses, and households have exhibited an outpouring of support for The University of Texas Rio Grande Valley; and

**WHEREAS**, UTRGV is situated in the most dynamic region of Texas, it will be a Gateway to the Americans by creating a university that is bilingual, bicultural and bi-literate; and

**WHEREAS**, UTRGV will welcome its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21<sup>st</sup> century, expecting an overall student enrollment of approximately 30,000 students, making it the second largest Hispanic serving institution in the nation;

**NOW THEREFORE I**, Polo Narvaez, Mayor of the City of Los Fresnos, Texas by virtue of the authority vested in me and on behalf of myself and the City Council, do hereby proclaim August 31, 2015 as:

**“THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY DAY”**

And further proclaim that the flag or banner of The University of Texas Rio Grande Valley be flown prominently within the City of Los Fresnos on August 31, 2015, in honor of the university’s opening and as a symbol of support by the City of Los Fresnos.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Los Fresnos to be affixed on this 11<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Polo Narvaez, Mayor

ATTEST:

\_\_\_\_\_  
Pam Denny, City Secretary



CITY OF LOS FRESNOS  
PROCLAMATION

**WHEREAS**, THE 83<sup>RD</sup> Texas Legislature passed legislation on May 23, 2013 establishing a new university of the first class in South Texas, and the Governor of Texas signed the bill into law on June 14, 2013; and

**WHEREAS**, comprised of the assets, human resources, and institutional knowledge of two renowned legacy institutions, The University of Texas Brownsville and The University of Texas Pan American, the Regional Academic Health Centers in Edinburg and Harlingen, and with the addition of a long awaited medical school, The University of Texas Rio Grande Valley will transform the academic and economic landscape of South Texas; and

**WHEREAS**, the Texas Constitution provides that the University is entitled to participate in the Permanent University fund, and The University of Texas System Board of Regents has, to date, allocated hundreds of millions of dollars to The University of Texas Rio Grande Valley; and

**WHEREAS**, the university has adopted the Vaquero as its official mascot, the original South Texas Vaqueros being the pioneers of the region and were the precursors to the modern day American Cowboy; and

**WHEREAS**, the people of the Rio Grande Valley and the leaders of its local governments, institutions, businesses, and households have exhibited an outpouring of support for The University of Texas Rio Grande Valley; and

**WHEREAS**, UTRGV is situated in the most dynamic region of Texas, it will be a Gateway to the Americans by creating a university that is bilingual, bicultural and bi-literate; and

**WHEREAS**, UTRGV will welcome its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21<sup>st</sup> century, expecting an overall student enrollment of approximately 30,000 students, making it the second largest Hispanic serving institution in the nation;

**NOW THEREFORE I**, Polo Narvaez, Mayor of the City of Los Fresnos, Texas by virtue of the authority vested in me and on behalf of myself and the City Council, do hereby proclaim August 31, 2015 as:

**“THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY DAY”**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Los Fresnos to be affixed on this 11<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Polo Narvaez, Mayor

ATTEST:

\_\_\_\_\_  
Pam Denny, City Secretary

Attachment: UTRGV Proclamations (1482 : Proclamation)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Ordinances  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1463)**

DOC ID: 1463 A

**Consideration and ACTION on the second and final reading of Ordinance 235-GG to delete future use of R-1A Single Family District, to amend Section 23.1 and to amend Section 26.0 (9).**

This was discussed and passed at the meeting in July. Below is the information I provided then. I still believe this is the correct direction to move in.

I recommend approval.

The Planning & Zoning Commission approved this in June.

The first change is to do away with developing lots with 50 feet in width and 5000 square feet which is what the zoning calls R1A Residential. Lots already developed or in the process (we currently have one) with this zoning will be grandfathered. Any new development will follow the zoning of R1 Residential which call for a minimum lot width of 60 feet and 6000 square feet. The reason for this change is due to the small lot sizes clutter up the streets with not enough parking. Areas with larger lot sizes have less congestion. This will increase the cost of lots.

The second change is for RLB which is Residential Limited Business to increase from lots 50 feet wide to 60 feet wide. This is for the same reason as above.

The last change is requiring garages to be a minimum of 11 feet wide by 24 feet long for a one car garage and 22 feet wide by 24 feet long for a two car garage. Additionally 2 vehicles must fit on the property without having to move a vehicle to meet the requirement of 2 parking spaces. Garages are counted as a parking space but few cars can fit in a garage that is only 14 to 17 feet long, which is what most are being built now. A garage is not required and can be smaller than the minimum but it will not count as a parking space.

**ORDINANCE NO. 235-GG**

**AN ORDINANCE DELETING SECTION 11 - R1A SINGLE FAMILY DISTRICT FOR FUTURE USE; AMENDING SECTION 23.1 – TABLE OF HEIGHT, AREA, AND SETBACK REQUIREMENTS WITH FOOTNOTES; AND ADDING TO SECTION 26.0 ON GARAGE SIZES AND DRIVEWAY OF ORDINANCE 235, DATED MAY 16, 2008, OF THE CITY OF LOS FRESNOS, TEXAS TO REGULATE AND RESTRICT THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE AND OTHER PURPOSES; TO PROVIDE FOR CHANGES AND AMENDMENTS AND TO PRESCRIBE PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.**

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 Councilmember \_\_\_\_\_ that the Ordinance be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Councilmember \_\_\_\_\_ and carried by the following vote:

Mayor Polo Narvaez	___ For	___ Against	___ Abstained
Mayor Pro-tem Yolanda H. Cruz	___ For	___ Against	___ Abstained
Councilmember Swain Real	___ For	___ Against	___ Abstained
Councilmember Javier Mendez	___ For	___ Against	___ Abstained
Councilmember Tom Jones	___ For	___ Against	___ Abstained
Councilmember Gary Minton	___ For	___ Against	___ Abstained

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

**SECTION 11 – R1A SINGLE FAMILY DISTRICT**

The future use of R1A Single Family District is here by deleted from the Zoning Ordinance. Areas already zoned R1A Single Family District will continue to follow the guidelines as required. All future residential uses will be R1 Single Family District or other districts such as R2 or Estate.

**SECTION 23.1**

Table of Height, Area, and Setback Requirements with Footnotes:

Deleted R1A - Single Family District for future residential uses.

Changed RLB – Residential Limited Business District lot size to 60 x 100 minimum lot size.



Changed R3 & R3A – Multi Family District lot size to 60 x 100 minimum lot size.

23.1

TABLE OF HEIGHT, AREA, AND SETBACK REQUIREMENTS WITH FOOTNOTES.

District	Max.Height of Buildings Stories (Feet)	Min.Depth of Front Yard in Feet (1)	Min. Width of Side Yard in feet (1) (2) (3)	Min. Depth of Rear Yard in Feet (2) (3) (4)	Min. Lot Area Per Dwelling Unit in Square Feet	Min. Lot Width in Feet (3) (5)	Max. Percent Impervious Lot Coverage
AG				See Section 5			
OSR				See Section 6			
ESTATE	3 or 45	40	15	25	40,000	125	25
R1	2.5 or 35	25	6	25	6,000	60	35
R2	2.5 or 35	25	6	25	3,000	60	60
RLB	2.5 or 35	20	5	20	(6)	60	60
RC				See Section 12			
R3A	4 or 40	25	6	25	(7)	60	80
R3	4 or 40	25	6	25	(7)	60	80
RM	2.5 or 35	20	5	20	5,000	50	25
**MH	2.5 or 35	20	5	20	4,400	40	25
C1	2.5 or 35	25	6	15	Com: None	Com: None	
					Res: Same as R3	Res: Same as R3	80
C2	60	(9)	None (8)	15' (10)	Same as C1	Same as C1	95
C3	None (11)	None	None (11)	None (11)	None	Same as C1	95 (12)
C4	60	25	15' (10)	25' (10)	N/A	60	90
M1	60	25	15' (10)	25' (10)	N/A	60	90
M2				See Section 21			
PUD				See Section 22			
*R1A	2.5 or 35	20	5	20	5,000	50	40

\*R1A Only for areas already zoned prior to effective date of this Ordinance.

\*\* Requirements for a Mobile Home Subdivision or a Mobile Home Park, see Section 15.

## SECTION 26.0 – OFF-STREET PARKING AND LOADING REQUIREMENTS

To add number 9 to Section 26.0 as follows:

9. On all new construction if a garage for a one vehicle is built than it shall be 11 x 24 in size. If a two vehicle garage is built than it shall be 22 x 24. All driveways shall be arranged as to permit ingress and egress of the vehicles at all times without moving any other vehicle.

1. All Ordinance and parts of Ordinances in conflict herewith are hereby expressly repealed.
2. This Ordinance shall take effect immediately from and after second reading and the publication of the caption, as the law in such cases provides.

INTRODUCED and APPROVED on the first reading this 14<sup>th</sup> day of July, 2015.

APPROVED and PASSED on the second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Polo Narvaez, Mayor

ATTEST:

\_\_\_\_\_  
Pam Denny, City Secretary

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Tax Rate  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1465)**

DOC ID: 1465 C

---

**Consideration and ACTION to acknowledge the Finance Director's certification of the estimated ad valorem tax collection rate for the tax year 2015 and the excess debt tax collection rate for tax year 2014.**

The estimated property tax collection rate is in excess of 100%. This is due to prior year debt collections.

The estimated debt collection for 2014 is \$211,432 and additionally we have \$29,183 of excess fund balance in the debt fund for an emergency.

I recommend approval.



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Tax Rate  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1464)**

DOC ID: 1464 A

---

**Consideration and ACTION to acknowledge Cameron  
Appraisal District Chief Appraiser's certification of the tax  
roll for 2015.**

The net taxable value for 2015 is \$182,788,646, an increase of 8.22%. There is still \$584,176 that is under protest. We will probably end up with the additional value between \$400,000 and \$500,000. There were 30 new properties added with a value of \$7,975,045. Increased values on existing properties was \$5,954,508.

I recommend approval.

## CAMERON APPRAISAL DISTRICT

Frutoso M. Gomez, Jr., Chief Appraiser  
 P.O. Box 10102021 Amistad Dr.  
 San Benito, Texas 78586-1010  
[www.cameroncad.org](http://www.cameroncad.org)  
 956-399-9322  
 956-541-3365  
 956-428-8020  
 Fax: 956-399-6969



MEMBERS OF THE BOARD  
 Jose Noe Diaz, Sr., Chairman  
 Vicente Mendez, Vice Chairperson  
 Jesse Villarreal, Secretary  
 David Argabright  
 David A. Garza  
 Roberto Garcia  
 Ricardo Morado  
 Robert Pinkerton, Jr.  
 Herman Otis Powers, Jr.  
 Tony Yzaguirre, Jr.

## CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2015

RE: SECTION §26.01 PROPERTY TAX CODE

I, Frutoso M. Gomez, Jr., Chief Appraiser for the Cameron Appraisal District,  
 certify that the Appraisal Review Board approved the appraisal records on July 17, 2015  
 and the part of those records as presented herein constitute the 2015 appraisal roll

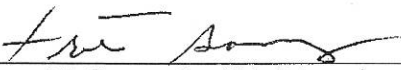
for CITY OF LOS FRESNOS  
*Taxing Unit*

ARB Approved Market Value: \$198,891,180

ARB Approved Net Taxable Value: \$182,788,646

Market Value Under ARB Review: \$584,176

\*Value under ARB Review has a potential loss capacity of 2% - 4%.

  
 Frutoso M. Gomez, Jr., Chief Appraiser

July 21, 2015  
 Date

Attachment: 2015 Tax Roll Certification [Revision 1] (1464 : Tax Roll Certification)

CAMERON County

**2015 CERTIFIED TOTALS**

As of Certification

CLO - CITY OF LOS FRESNOS

Property Count: 2,583

Grand Totals

7/16/2015

10:18:31PM

Land		Value			
Homesite:		23,360,874			
Non Homesite:		27,320,197			
Ag Market:		1,535,062			
Timber Market:		0	Total Land	(+)	52,216,133
Improvement		Value			
Homesite:		90,675,246			
Non Homesite:		41,376,216	Total Improvements	(+)	132,051,462
Non Real		Count	Value		
Personal Property:	241		15,207,761		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					15,207,761
					199,475,356
Ag		Non Exempt	Exempt		
Total Productivity Market:	1,535,062		0		
Ag Use:	96,380		0	Productivity Loss	(-)
Timber Use:	0		0	Appraised Value	=
Productivity Loss:	1,438,682		0		1,438,682
				Homestead Cap	(-)
				Assessed Value	=
					294,810
				Total Exemptions Amount	(-)
				(Breakdown on Next Page)	14,369,042
				Net Taxable	=
					183,372,822
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	4,121,355	4,094,355	27,699.83	28,392.91	53
OV65	17,431,894	17,164,945	110,765.46	115,585.08	235
Total	21,553,249	21,259,300	138,465.29	143,977.99	288
Tax Rate	0.715000				
				Freeze Taxable	(-)
					21,259,300
				Freeze Adjusted Taxable	=
					162,113,522

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE \* (TAX RATE / 100)) + ACTUAL TAX  
1,297,576.97 = 162,113,522 \* (0.715000 / 100) + 138,465.29

Tax Increment Finance Value: 0  
Tax Increment Finance Levy: 0.00

Attachment: 2015 Tax Roll Certification [Revision 1] (1464 : Tax Roll Certification)



CAMERON County

**2015 CERTIFIED TOTALS**

As of Certification

Property Count: 2,583

CLO - CITY OF LOS FRESNOS  
Grand Totals

7/16/2015

10:19:04PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
AB	1	1,561,372	0	1,561,372
DP	56	0	0	0
DV1	4	0	20,000	20,000
DV1S	1	0	5,000	5,000
DV2	4	0	34,500	34,500
DV2S	1	0	7,500	7,500
DV3	13	0	138,000	138,000
DV4	11	0	132,000	132,000
DV4S	1	0	12,000	12,000
DVHS	12	0	1,137,989	1,137,989
EX	118	0	10,544,851	10,544,851
EX (Prorated)	2	0	62,620	62,620
EX-XV	4	0	711,191	711,191
EX366	8	0	2,019	2,019
OV65	268	0	0	0
OV65S	2	0	0	0
<b>Totals</b>		<b>1,561,372</b>	<b>12,807,670</b>	<b>14,369,042</b>

Attachment: 2015 Tax Roll Certification [Revision 1] (1464 : Tax Roll Certification)

CAMERON County

**2015 CERTIFIED TOTALS**

As of Certification

Property Count: 3

CLO - CITY OF LOS FRESNOS  
Under ARB Review Totals

7/16/2015

10:19:04PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
F1	COMMERCIAL REAL PROPERTY	3		\$0	\$584,176
		<b>Totals</b>	0.0000	\$0	\$584,176

Attachment: 2015 Tax Roll Certification [Revision 1] (1464 : Tax Roll Certification)

CAMERON County

**2015 CERTIFIED TOTALS**

As of Certification

Property Count: 2,583

CLO - CITY OF LOS FRESNOS  
Grand Totals

7/16/2015

10:19:04PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,647		\$3,630,687	\$129,659,775
B	MULTIFAMILY RESIDENCE	41		\$302,174	\$6,213,199
C1	VACANT LOTS AND LAND TRACTS	311		\$0	\$7,450,467
D1	QUALIFIED OPEN-SPACE LAND	17	240.5120	\$0	\$1,535,062
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	3		\$0	\$122,050
E	RURAL LAND, NON QUALIFIED OPEN SPA	10	24.8640	\$750	\$482,096
F1	COMMERCIAL REAL PROPERTY	141		\$3,758,084	\$26,431,581
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$144,240
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	6		\$0	\$2,968,630
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$515,929
J5	RAILROAD	3		\$0	\$382,426
J6	PIPELAND COMPANY	1		\$0	\$24,940
J7	CABLE TELEVISION COMPANY	1		\$0	\$1,369,010
J8	OTHER TYPE OF UTILITY	6		\$0	\$438,940
L1	COMMERCIAL PERSONAL PROPERTY	214		\$255,064	\$9,467,414
M1	TANGIBLE OTHER PERSONAL, MOBILE H	26		\$0	\$56,680
O	RESIDENTIAL INVENTORY	50		\$0	\$873,588
S	SPECIAL INVENTORY TAX	1		\$0	\$18,648
X	TOTALLY EXEMPT PROPERTY	132		\$28,286	\$11,320,681
	<b>Totals</b>		265.3760	\$7,975,045	\$199,475,356

Attachment: 2015 Tax Roll Certification [Revision 1] (1464 : Tax Roll Certification)



CAMERON County

**2015 CERTIFIED TOTALS**

As of Certification

Property Count: 2,583

CLO - CITY OF LOS FRESNOS  
Effective Rate Assumption

7/16/2015 10:19:04PM

**New Value**

TOTAL NEW VALUE MARKET:	\$7,975,045
TOTAL NEW VALUE TAXABLE:	\$7,603,083

**New Exemptions**

Exemption	Description	Count		
EX	Exempt	4	2014 Market Value	\$406,957
EX-XV	Other Exemptions (including public property, re	4	2014 Market Value	\$680,085
EX366	HB366 Exempt	1	2014 Market Value	\$1,000
ABSOLUTE EXEMPTIONS VALUE LOSS				\$1,088,042

Exemption	Description	Count	Exemption Amount
DP	Disability	5	\$0
DV1	Disabled Veterans 10% - 29%	2	\$10,000
DV2	Disabled Veterans 30% - 49%	1	\$12,000
DV3	Disabled Veterans 50% - 69%	3	\$34,000
DV4	Disabled Veterans 70% - 100%	2	\$24,000
DVHS	Disabled Veteran Homestead	3	\$314,463
OV65	Over 65	18	\$0
PARTIAL EXEMPTIONS VALUE LOSS			\$394,463
NEW EXEMPTIONS VALUE LOSS			\$1,482,505

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
-----------	-------------	-------	----------------------------

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$1,482,505

**New Ag / Timber Exemptions****New Annexations**

Count	Market Value	Taxable Value
5	\$370,294	\$338,794

**New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
982	\$86,393	\$300	\$86,093

**Category A Only**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
978	\$86,456	\$301	\$86,155

&lt;==

Year	2014	2015		
Entity	CLO	CLO		
Description	CITY OF LOS FRESNOS	CITY OF LOS FRESNOS	Value Diff	% Diff
Properties	2,553	2,583	30	1.18%
Land Value	48,950,770	52,216,133	3,265,363	6.67%
Imp Value	124,829,563	132,051,462	7,221,899	5.79%
Personal	12,508,850	15,207,761	2,698,911	21.58%
Mineral	0	0	0	0.00%
Market	186,289,183	199,475,356	13,186,173	7.08%
Ag Loss	1,609,177	1,438,682	(170,495)	(10.60%)
Cap Loss	1,033,111	294,810	(738,301)	(71.46%)
Assessed	183,646,895	197,741,864	14,094,969	7.68%
Total Exemptions	14,203,626	14,369,042	165,416	1.16%
Taxable Value	169,443,269	183,372,822	13,929,553	8.22%
Tax Rate	0.715	0.715	0	0.00%
Run Date	07/16/2015	07/16/2015		
Supplement No.	25	0		

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Tax Rate  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1466)**

DOC ID: 1466 A

---

**Consideration and ACTION to acknowledge the calculation of the City's Effective & Rollback Ad Valorem tax rate for tax year 2015 and for fiscal year 2015/2016.**

The effective ad valorem tax rate would impose the same total taxes as last year if you compare properties taxed in both years. The effective ad valorem tax rate is \$0.688065 per \$100 valuation. This means that to get the same revenue as last year the tax rate would be \$0.688065 per \$100 valuation instead of our actual rate of \$0.715 per \$100 valuation.

The rollback ad valorem tax rate is the highest tax rate the City could have before taxpayers would be able to start rollback procedures. The rollback ad valorem tax rate is \$1.084908 per \$100 valuation.

I recommend approval.



## 2015 Effective Tax Rate Worksheet CITY OF LOS FRESNOS

Date: 08/04/2015 08:08 AM

<b>1. 2014 total taxable value.</b> Enter the amount of 2014 taxable value on the 2014 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). <sup>1</sup>	\$169,443,269
<b>2. 2014 tax ceilings.</b> Counties, cities and junior college districts. Enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$20,122,966
<b>3. Preliminary 2014 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$149,320,303
<b>4. 2014 total adopted tax rate.</b>	\$0.715000/\$100
<b>5. 2014 taxable value lost because court appeals of ARB decisions reduced 2014 appraised value.</b> <b>A. Original 2014 ARB Values.</b>	\$0
<b>B. 2014 values resulting from final court decisions.</b>	\$0
<b>C. 2014 value loss.</b> Subtract B from A. <sup>3</sup>	\$0
<b>6. 2014 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and Line 5C.	\$149,320,303
<b>7. 2014 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2014.</b> Enter the 2014 value of property in deannexed territory. <sup>4</sup>	\$0
<b>8. 2014 taxable value lost because property first qualified for an exemption in 2015.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.  <b>A. Absolute exemptions.</b> Use 2014 market value:	\$1,088,042
<b>B. Partial exemptions.</b> 2015 exemption amount or 2015 percentage exemption times 2014 value:	\$394,463
<b>C. Value loss.</b> Add A and B. <sup>5</sup>	\$1,482,505
<b>9. 2014 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2015.</b> Use only properties that qualified in 2015 for the first time; do not use properties that qualified in 2014.  <b>A. 2014 market value:</b>	\$0
<b>B. 2015 productivity or special appraised value:</b>	\$0

Attachment: 2015 Effective Tax Rate (1466 : Tax Effective &amp; Rollback Calculation)

<b>C. Value loss.</b> Subtract B from A. <sup>6</sup>	\$0
<b>10. Total adjustments for lost value.</b> Add lines 7, 8C and 9C.	\$1,482,505
<b>11. 2014 adjusted taxable value.</b> Subtract Line 10 from Line 6.	\$147,837,798
<b>12. Adjusted 2014 taxes.</b> Multiply Line 4 by Line 11 and divide by \$100.	\$1,057,040
<b>13. Taxes refunded for years preceding tax year 2014.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2014. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014. <sup>7</sup>	\$3,762
<b>14. Taxes in tax increment financing (TIF) for tax year 2014.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0. <sup>8</sup>	\$0
<b>15. Adjusted 2014 taxes with refunds and TIF adjustment.</b> Add Lines 12 and 13, subtract Line 14. <sup>9</sup>	\$1,060,802
<b>16. Total 2015 taxable value on the 2015 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup>  <b>A. Certified values:</b>  <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:  <b>C. Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property:  <b>D. Tax increment financing:</b> Deduct the 2015 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2015 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. <sup>11</sup>  <b>E. Total 2015 value.</b> Add A and B, then subtract C and D.	\$182,788,646 \$0 \$0 \$0 \$182,788,646
<b>17. Total value of properties under protest or not included on certified appraisal roll.</b> <sup>12</sup>  <b>A. 2015 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. <sup>13</sup>  <b>B. 2015 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. <sup>14</sup>	\$584,176 \$0



<b>C. Total value under protest or not certified:</b> Add A and B.	\$584,176
<b>18. 2015 tax ceilings.</b> Counties, cities and junior colleges enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2014 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$21,259,300
<b>19. 2015 total taxable value.</b> Add Lines 16E and 17C. Subtract Line 18.	\$162,113,522
<b>20. Total 2015 taxable value of properties in territory annexed after Jan. 1, 2014.</b> Include both real and personal property. Enter the 2015 value of property in territory annexed. <sup>16</sup>	\$338,794
<b>21. Total 2015 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2014. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2014, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2015. <sup>17</sup>	\$7,603,083
<b>22. Total adjustments to the 2015 taxable value.</b> Add Lines 20 and 21.	\$7,941,877
<b>23. 2015 adjusted taxable value.</b> Subtract Line 22 from Line 19.	\$154,171,645
<b>24. 2015 effective tax rate.</b> Divide Line 15 by Line 23 and multiply by \$100. <sup>18</sup>	\$0.688065/\$100
<b>25. COUNTIES ONLY.</b> Add together the effective tax rates for each type of tax the county levies. The total is the 2015 county effective tax rate. <sup>19</sup>	

A county, city or hospital district that adopted the additional sales tax in November 2014 or in May 2015 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

<sup>1</sup>Tex. Tax Code Section 26.012(14)

<sup>2</sup>Tex. Tax Code Section 26.012(14)

<sup>3</sup>Tex. Tax Code Section 26.012(13)

<sup>4</sup>Tex. Tax Code Section 26.012(15)

<sup>5</sup>Tex. Tax Code Section 26.012(15)

<sup>6</sup>Tex. Tax Code Section 26.012(15)

<sup>7</sup>Tex. Tax Code Section 26.012(13)

<sup>8</sup>Tex. Tax Code Section 26.03(c)

<sup>9</sup>Tex. Tax Code Section 26.012(13)

<sup>10</sup>Tex. Tax Code Section 26.012(15)

<sup>11</sup>Tex. Tax Code Section 26.03(c)

<sup>12</sup>Tex. Tax Code Section 26.01(c)

<sup>13</sup>Tex. Tax Code Section 26.04 and 26.041

<sup>14</sup>Tex. Tax Code Section 26.04 and 26.041

<sup>15</sup>Tex. Tax Code Section 26.012(6)

<sup>16</sup>Tex. Tax Code Section 26.012(17)

<sup>17</sup>Tex. Tax Code Section 26.012(17)

<sup>18</sup>Tex. Tax Code Section 26.04(c)

<sup>19</sup>Tex. Tax Code Section 26.04(d)



## 2015 Rollback Tax Rate Worksheet

### CITY OF LOS FRESNOS

Date: 08/04/2015

<b>26. 2014 maintenance and operations (M&amp;O) tax rate.</b>	\$0.617688/\$100
<b>27. 2014 adjusted taxable value.</b> Enter the amount from Line 11.	\$147,837,798
<b>28. 2014 M&amp;O taxes.</b>	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$913,176
B. <b>Cities, counties and hospital districts with additional sales tax:</b> Amount of additional sales tax collected and spent on M&O expenses in 2014. Enter amount from full year's sales tax revenue spent for M&O in 2014 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$450,207
C. <b>Counties:</b> Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. <b>Transferring function:</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. <b>Taxes refunded for years preceding tax year 2014:</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.	\$3,105
F. <b>Enhanced indigent health care expenditures:</b> Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. <b>Taxes in TIF:</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2015 captured appraised value in Line 16D, enter 0.	\$0
H. <b>Adjusted M&amp;O Taxes.</b> Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$1,366,488
<b>29. 2015 adjusted taxable value.</b> Enter Line 23 from the Effective Tax Rate Worksheet.	\$154,171,645
<b>30. 2015 effective maintenance and operations rate.</b> Divide Line 28H by Line 29 and multiply by \$100.	\$0.886342/\$100
<b>31. 2015 rollback maintenance and operation rate.</b> Multiply Line 30 by 1.08.	\$0.957249/\$100

Attachment: 2015 Effective Tax Rate (1466 : Tax Effective &amp; Rollback Calculation)

**32. Total 2015 debt to be paid with property taxes and additional sales tax revenue.**

"Debt" means the interest and principal that will be paid on debts that:

- (1) are paid by property taxes,
- (2) are secured by property taxes,
- (3) are scheduled for payment over a period longer than one year and
- (4) are not classified in the taxing unit's budget as M&O expenses.

A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.

B. Subtract **unencumbered fund amount** used to reduce total debt.

C. Subtract **amount paid** from other resources.

D. **Adjusted debt.** Subtract B and C from A.

\$251,954

\$0

\$45,000

\$206,954

**33. Certified 2014 excess debt collections.** Enter the amount certified by the collector.

\$0

**34. Adjusted 2015 debt.** Subtract Line 33 from Line 32D.

\$206,954

**35. Certified 2015 anticipated collection rate.** Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.

100.00%

**36. 2015 debt adjusted for collections.** Divide Line 34 by Line 35

\$206,954

**37. 2015 total taxable value.** Enter the amount on Line 19.

\$162,113,522

**38. 2015 debt tax rate.** Divide Line 36 by Line 37 and multiply by \$100.

\$0.127659/\$100

**39. 2015 rollback tax rate.** Add Lines 31 and 38.

\$1.084908/\$100

**40. COUNTIES ONLY.** Add together the rollback tax rates for each type of tax the county levies. The total is the 2015 county rollback tax rate.

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.



## 2015 Additional Sales Tax Rate Worksheet

### CITY OF LOS FRESNOS

Date: 08/04/2015

<b>41. Taxable Sales.</b> For taxing units that adopted the sales tax in November 2014 or May 2015, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>1</sup> Taxing units that adopted the sales tax before November 2014, skip this line.	\$0
<b>42. Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>2</sup> <b>Taxing units that adopted the sales tax in November 2014 or in May 2015.</b> Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>3</sup>  - or -  <b>Taxing units that adopted the sales tax before November 2014.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$450,207
<b>43. 2015 total taxable value.</b> Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$162,113,522
<b>44. Sales tax adjustment rate.</b> Divide Line 42 by Line 43 and multiply by \$100.	\$0.277711/\$100
<b>45. 2015 effective tax rate, unadjusted for sales tax.</b> Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.688065/\$100
<b>46. 2015 effective tax rate, adjusted for sales tax.</b> <sup>4</sup> <b>Taxing units that adopted the sales tax in November 2014 or in May 2015.</b> Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2014.	\$0.688065/\$100
<b>47. 2015 rollback tax rate, unadjusted for sales tax.</b> <sup>5</sup> Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$1.084908/\$100
<b>48. 2015 rollback tax rate, adjusted for sales tax.</b> Subtract Line 44 from Line 47.	\$0.807197/\$100

<sup>1</sup>Tex. Tax Code Section 26.041(d)<sup>2</sup>Tex. Tax Code Section 26.041(i)<sup>3</sup>Tex. Tax Code Section 26.041(d)<sup>4</sup>Tex. Tax Code Section 26.04(c)<sup>5</sup>Tex. Tax Code Section 26.04(c)



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Tax Rate  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**REVIEWED**

**ACTION ITEM (ID # 1467)**

DOC ID: 1467 B

## **Consideration and ACTION to propose a tax rate for tax year 2015, take a record vote, and set dates for public hearing (if necessary).**

The proposed 2015-2016 fiscal year budget will keep the ad valorem tax rate at \$0.715 per \$100 valuation just as it has been for the last 8 years. This will be the 9th year in a row the ad valorem tax rate is at \$0.715 per \$100 valuation. The effective ad valorem tax rate for 2015-2016 is \$0.688065 per \$100 valuation. Remember, the effective ad valorem tax rate would impose the same total taxes as last year if you compare properties taxed in both years. Leaving the tax rate at \$0.715 per \$100 valuation means we will receive more in revenue in the new budget than we currently are getting when comparing the same properties. Since we are leaving the ad valorem tax rate at \$0.715 per \$100 valuation we will have to hold the 2 public hearings as we will receive more revenue than last year. The additional amount we will receive is \$99,596 with \$69,203 going towards the increase in debt and \$30,393 in increase for operations. The public hearings will be held on August 27 and September 8.

I recommend the ad valorem property tax rate of \$0.715 per \$100 valuation for the 2015-2016 fiscal year budget.

**SCHEDULED****ACTION ITEM (ID # 1484)**

DOC ID: 1484 A

## **Consideration and ACTION to approve amendments to Gneral Fund and Water & Sewer budgets.**

As we are getting closer to the end to the end of the fiscal year, we have a few items to address and have additional revenue that was not budgeted.

Page 1 Revenue - When the budget year began we had no idea of what revenue the TIRZ would bring. We now have those figures and it is reflected in the first 2 items. The next item is sales tax. As we always try to do, we budgeted conservatively. We have an additional \$124,001 in sales tax revenue to utilize. This is due to larger increases in general than expected even not including the increases from Walmart. The last item is an increase in property taxes that we have received. Once again due to our conservative budgeting we have additional funds. We always want it this way instead of the other way and budget too aggressively and wind up short.

Page 2 Administration - As mentioned above we did not know how the TIRZ would begin. This shows the exact same amount of expense of \$21,000 to match the \$21,000 of revenue received. I don't expect there to be any expense at this time. However, we might begin to start paying the City back for the set up of the TIRZ. If so I will bring that at a later time and would have to be approved by the TIRZ Board which includes Commissioner Garza. The last item is the expense to cover the 380 Agreement we have with Walmart for infrastructure that they did that was approved a year or so ago by the Council. We agreed to set aside 50% of the sales tax from Walmart. We still have not received the exact amount of the Walmart sales tax so we are estimating.

Page 3 Police - Due to conservative budgeting we have additional funds available to purchase a patrol vehicle. James has included this in next years budget but we don't have funds available but since we have available funds now we want to purchase it in this budget year. It helps next years budget and solves a need to replace a patrol vehicle. The vehicle we will replace is a 2006 Dodge Charger. We have been having a lot of problems with it. The continual problem is it overheats periodically. We have had it to several different dealers and local mechanics and no one can solve the problem. It is time to replace.

Page 4 Engineering - Over the last several years we have been trying to get relief from the many responsibilities Carlos has and have discussed this during budget workshops. Two areas that could offer relieve was inspections and water & wastewater plant manager. We needed to relieve one but not both. Last year we budgeted for an inspector but could not find one that could assist so the position was never filled. So the next year (the current budget) we included a water & wastewater plant manager as we thought maybe we could find someone for that. We could not find anyone. Then an opportunity arose for an inspector so we moved in the direction. This is the budget amendment to reflect that. The fees more than cover this expense. It has been a tremendous load off of Carlos and we now have one of the best inspectors in the Valley and one of only 2 with the extensive certifications he has. There is no doubt it has helped and will

continue to help in the quality of construction in Los Fresnos due to more thorough inspections with the latest regulations.

Page 5 Fire - The City has funded a part time Fire Marshall for many years to conduct monthly inspections of existing buildings as required. However we have never needed or seldom needed inspections for new construction to be made by the Fire Marshal. This is not the case any more. With commercial construction increasing and rules and regulations increasing there are inspections that are needed by the Fire Marshal or Assistant Fire Marshal. The Building Inspector can't do these inspections. This will fund these inspections and will be treated the same as we currently do the building inspector. He only gets paid with he inspects something or reviews plans. An example of this is the tremendous time both the Fire Marshal and Assistant Fire Marshal had to spend in getting the problems worked out with the sprinkler system at Walmart. We did not pay them anything. Another example is the work the Fire Marshal and the Assistant Fire Marshal did and are doing with regards to the unsafe conditions at the pallet company south of the City. They have spent quit a bit of time and not gotten paid for their services. There have been others as well and will continue to be this need as we continue to grow.

I recommend approval.



# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Revenue

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	400 - 0130	TIRZ City Revenue	0.00		14,000.00	14,000.00
01	400 - 0135	TIRZ County Revenue	0.00		7,000.00	7,000.00
01	430 - 0200	City Sales Tax Revenue	615,999.00		124,001.00	740,000.00
01	400 - 0100	Property Taxes	950,720.00		25,280.00	976,000.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
<b>Amendment Total</b>			<b>1,566,719.00</b>	<b>0.00</b>	<b>170,281.00</b>	<b>1,737,000.00</b>

Justification/Explanation for change:

Initial year of TIRZ Revenue

Dept Head Requesting Change Date

Finance Dept 8/5/15  
Date

Approved: Mark W. Milum 8/5/15  
Mark Milum, City Manager Date

Polo Narvaez, Mayor	Date
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# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Administration

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	502 - 99105	TIRZ Expense	0.00		21,000.00	21,000.00
01	502 - 99110	380 Agreement - Walmart	0.00		62,500.00	62,500.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
Amendment Total			0.00	0.00	83,500.00	83,500.00

Justification/Explanation for change:

Initial year of TIRZ Revenue




Dept Head Requesting Change
 Date

Finance Dept 8/5/15

Approved: Mark Milum 8/8/15  
Mark Milum, City Manager Date

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Polo Narvaez, Mayor
Date

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

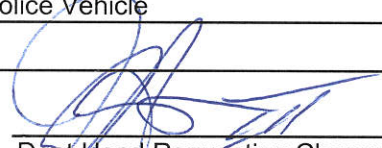

DEPARTMENT: Police

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	507 - 13500	Capital Outlay	15,367.00		32,464.00	47,831.00
Amendment Total			15,367.00	0.00	32,464.00	47,831.00

Justification/Explanation for change:

Replace Police Vehicle

<p>               Dept Head Requesting Change  <u>Mark Milum, City Manager</u>              Approved: <u>Mark Milum, City Manager</u>              Date <u>8/5/15</u> </p>	<p>               Finance Dept  <u>Polo Narvaez, Mayor</u>              Date <u>8/5/15</u> </p>
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# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Engineering

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	509 - 03000	Contract - Building Inspector	0.00		51,000.00	51,000.00
Amendment Total			0.00	0.00	51,000.00	51,000.00

Justification/Explanation for change:

Contract for Building Inspector

Mark W Milum 8/5/15  
 Dept Head Requesting Change Date

C. Narvaez 8/5/15  
 Finance Dept Date

Approved: Mark W Milum 8/5/15  
 Mark Milum, City Manager Date

\_\_\_\_\_  
 Polo Narvaez, Mayor Date

# CITY OF LOS FRESNOS BUDGET AMENDMENT

FUND: General Fund

BUDGET AMENDMENT # \_\_\_\_\_

DEPARTMENT: Fire

DATE POSTED: \_\_\_\_\_

Fund #	G/L Acct #	Description	Approved Budget	(Decrease)	Increase	Amended Budget
01	508 - 03100	Fire Marshall	5,422.00		3,317.00	8,739.00
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
	-					
<b>Amendment Total</b>			<b>5,422.00</b>	<b>0.00</b>	<b>3,317.00</b>	<b>8,739.00</b>

Justification/Explanation for change:

Increase for Fire Marshall

  
 Dept Head Requesting Change

  
 Date

Finance Dept. 8/5/15

Approved: Mark Milum 8/5/15  
Mark Milum, City Manager Date

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Polo Narvaez, Mayor
Date

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Appointment  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1468)**

DOC ID: 1468 A

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## **Consideration and ACTION to appoint a person to the Los Fresnos Housing Authority.**

There is still an open spot for the Housing Authority Board that needs to be filled.

The meetings are held on the third Wednesday of the month at 7:00 pm. It is extremely important to fill this position.

A volunteer form is included for your use.



### Citizen application for appointment to a City of Los Fresnos Board Seat

**Please return to: City Secretary, 200 N. Brazil Street, Los Fresnos, TX 78566**

**ALL INFORMATION ON THIS FORM IS PUBLIC RECORD**

**PLEASE TYPE OR PRINT CLEARLY**

**NAME** \_\_\_\_\_  
 (Last) (First) (MI)

**HOME ADDRESS** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**HOME PHONE NUMBER:** \_\_\_\_\_ **CELL NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**EMPLOYER** \_\_\_\_\_

**OCCUPATION** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**BUSINESS PHONE #** \_\_\_\_\_

**COMMITTEES OF INTEREST TO YOU**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What education or special training do you have which you feel particularly fits you for the appointment to this position? (attach a resume or bio if relevant)

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

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Why are you interested in serving on this Committee? \_\_\_\_\_

---



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Other Volunteer Commitments? \_\_\_\_\_

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**SIGNATURE OF APPLICANT**

**DATE**

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Attachment: Citizen Application for Appointment to a Board (1468 : Appointment to Housing Authority)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1470)**

DOC ID: 1470 B

**A. Wastewater Plant Expansion B. Nature Park C. Hazard Mitigation Plan D. Certificates of Obligation E. Right-of-Way Clean Up**

A. Wastewater Plant Expansion - We just simply have had too many other projects going on for me to work on this. We will get it moving in another month or so after the other projects get moving.

B. Nature Park - Nothing new to report. Still waiting to hear on the grant.

C. Hazard Mitigation Plan - We still have not met. All the partners are busy working on budgets and off on vacation. We should get started in September.

D. Certificates of Obligation - 1. Evergreen Street & Water Line Loop - Should start this week. There has been adjustments needed on the plans due to incorrect survey points. Those must be correct before we proceed. 2. West Ocean Lift Station & Force Main - The notice to proceed was give on Wednesday August 5. Work should begin soon.

E. Arroyo Boulevard & Whipple Road Right-of-Way clean up - We have just about completed the clean up of the right-of-way. It looks really good. The owner of the property near there has been complaining almost daily. She says she will be at meeting to let you know. I will send details in my Bi-Weekly Report.

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1471)**

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DOC ID: 1471 B

**Finance 1. Monthly 2. Year-to-date**

Call with questions.



CITY OF LOS FRESNOS  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 31ST, 2015

01 -GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,030,120	20,215.58	1,072,012.93	0.00 (	41,892.93)	104.07
30-NONPROPERTY TAXES	901,382	86,188.42	839,127.48	0.00	62,254.52	93.09
07-POLICE	477,170	57,920.18	389,296.16	0.00	87,873.84	81.58
10-HEALTH	4,800	1,670.00	5,836.50	0.00 (	1,036.50)	121.59
12-GARBAGE	106,358	48,689.10	124,025.67	0.00 (	17,667.67)	116.61
15-PARKS	53,000	3,459.00	44,904.80	0.00	8,095.20	84.73
16-LIBRARY	14,600	1,587.70	13,568.26	0.00	1,031.74	92.93
44-Misc Revenue	19,410	15.00	24,617.49	0.00 (	5,207.49)	126.83
90-REIMBURSABLES	284,722	0.00	204,142.83	0.00	80,579.17	71.70
TOTAL REVENUES	2,891,562	219,744.98	2,717,532.12	0.00	174,029.88	93.98
<u>EXPENDITURE SUMMARY</u>						
02-ADMINISTRATION	297,031	6,415.87	198,660.93	1,082.23	97,287.84	67.25
03-MUNICIPAL COURT	189,121	5,885.24	148,255.67	46.98	40,818.35	78.42
04-TAX ASSESSOR COLLECTOR	23,855	114.05	20,451.85	0.00	3,403.15	85.73
06-ELECTIONS	1,100	0.00	0.00	0.00	1,100.00	0.00
07-POLICE	1,288,433	37,326.46	1,022,945.43	14,045.35	251,442.22	80.48
08-FIRE	57,622	451.00	48,686.52	0.00	8,935.48	84.49
09-ENGINEERING	3,000	0.00	41,552.40	0.00 (	38,552.40)	1,385.08
10-HEALTH	81,341	1,880.70	61,186.72	339.34	19,814.94	75.64
11-EMERGENCY MEDICAL SERV	126,300	0.00	100,102.26	0.00	26,197.74	79.26
12-GARBAGE	28,858	0.00	26,853.51	0.00	2,004.49	93.05
13-STORM WATER	11,225	0.00	565.00	0.00	10,660.00	5.03
14-STREETS	179,493	3,515.41	134,396.88	1,081.44	44,014.68	75.48
15-PARKS	182,679	14,689.92	133,394.68	1,855.67	47,428.65	74.04
16-LIBRARY	199,882	4,818.39	107,451.68	766.39	91,663.93	54.14
17-COMMUNITY CENTER	7,745	401.61	6,029.10	0.00	1,715.90	77.85
18-EMERGENCY MANAGEMENT	25,250	112.41	15,088.10	527.47	9,634.43	61.84
19-ALL DEPARTMENT EXPENS	13,700	0.00	7,115.95	2,600.00	3,984.05	70.92
21-CITY PROMOTION	4,500	0.00	3,000.00	0.00	1,500.00	66.67
23-DSRIP-COMMUNITY HEALT	83,535	1,556.39	36,578.58	0.00	46,956.42	43.79
24-MENTAL TASK FORCE PRO	55,940	1,584.20	39,746.04	0.00	16,193.96	71.05
28-INFORMATION TECHNOLOG	30,922	473.06	20,943.65	0.00	9,978.35	67.73
TOTAL EXPENDITURES	2,891,532	79,224.71	2,173,004.95	22,344.87	696,182.18	75.92
REVENUE OVER/(UNDER) EXPENDITURES	30	140,520.27	544,527.17 (	22,344.87) (	522,152.30)	607.67



JULY 2015				
CHECKLIST FOR				
GENERAL FUND				
	VENDOR NAME	Inv.Date	Amount	Decsription
28457	WAL-MART	07/01/15	\$ 39.99	TELEPHONE-POOL
28458	MIGUEL MENDOZA	07/07/15	\$ 60.00	REFUND SWIMMING LESSONS
28459	SAM'S	07/07/15	\$ 268.32	SNACKS FOR PD MOVIE NIGHT
28460	CHERLYL ANN HARDING	07/10/15	\$ 14.00	OVER PAYMENT ON TICKET #109348
28461	EDWARD BURK	07/10/15	\$ 15.00	OVER PAYMENT ON TICKET #109435
28462	JOSE GARZA	07/10/15	\$ 100.00	RENTAL DEP REFUND-LF COMMUNITY CENTER 7/4/1
28463	MARIA OBREGON	07/10/15	\$ 50.00	RENTAL DEP REFUND-LF MEMORIAL PARK 7/3/15
28464	MARIA QUINTANILLA	07/10/15	\$ 50.00	RENTAL DEP REFUND-LF MEMORIAL PARK 7/5/15
28465	MONIQUE VILLARREAL	07/10/15	\$ 13.60	OVER PAYMENT ON TICKET #63728
28466	SHAUN CANFIELD	07/10/15	\$ 27.00	OVER PAYMENT ON TICKET #109742
28467	XERENNA MALDONADO	07/10/15	\$ 81.00	OVER PAYMENT ON TICKET #108982
28468	ADAPCO, INC	06/17/15	\$ 890.45	CHEMICALS FOR MOSQUITO SPRAYING
28469	AGUAWORKS	06/24/15	\$ 140.00	SADDLE STRAPS FOR MOUNTING NEW BANNERS ON
28470	ALICIA LERMA	06/30/15	\$ 342.00	CLEANING CITY VEHICLES-POLICE DEPT/PARKS/HEA
28471	ALLIED WASTE SERVICES	06/30/15	\$ 37,261.42	RE:SOLID WASTE & BRUSH COLLECTION -6/2015
28472	AT &T	06/17/15	\$ 1,234.00	PHONE SERVICE-CITY HALL/PD/COURT/POOL/LIBRA
28473	CELINA GONZALES	07/10/15	\$ 61.43	MILEAGE-CPM TRACK 5-EDINBURG- 7/10/15
28474	CHRISTINE DELA ROSA	06/23/15	\$ 25.07	REIMBURSE MILES-UTB-MONYHLY MEETING 6/23/15
28475	DELL COMPUTER	06/11/15	\$ 470.79	COMPUTER & MONITOR- CASHIER
28476	DPS GENERAL SERVICES	07/09/15	\$ 26.00	ALCOHOL BLOOD TEST KITS FOR PATROL
28477	ENRIQUE JUAREZ	06/30/15	\$ 2,000.00	JUNE 2015-ATTORNEY FEES
28478	FOUR STAR DRIVE IN	06/30/15	\$ 124.00	JUNE2015-PRISONER MEALS
28479	GENE DANIELS	07/01/15	\$ 1,536.75	JULY 2015-JUDGE/PHONE STIPEND
28480	GERONIMO SHELTON	07/01/15	\$ 451.00	JULY 2015- FIRE MARSHAL
28481	GEXA ENERGY	06/22/15	\$ 3,000.65	ELECTRICITY-CITY HALL/PD/COURT/BOY'S & GIRLS C
28481	GEXA ENERGY	06/22/15	\$ 9,649.75	ELECTRICITY-STREETLIGHTS/PARKS/LIBRARY
28482	HECTOR'S MUFFLER	07/08/15	\$ 135.00	REPAIR HYDROLIC SYSTEM ON TRACTOR, ELECTRIC
28483	JAMES HARRIS III	06/17/15	\$ 59.85	REIMBURSE-CLOUDACCESS.NET
28484	LONG CHILTON	VARIOUS	\$ 199.33	OUTSOURCE PAYROLL
28485	LOS FRESNOS CHAMBER OF COM	VARIOUS	\$ 3,500.00	JULY 2015-SERVICE AGREEMENT/4TH OF JULY SPON
28486	LF NEWS	VARIOUS	\$ 932.00	ADS- PUBLIC HEARING/SWIMMING LESSONS/ACCOU
28487	LF VOLUNTEER FIRE DEPT	06/30/15	\$ 12,085.00	3RD QTR PAYMENT & DONATIONS
28488	LUIS A.RAMOS	06/30/15	\$ 4,065.00	JUNE 2015-CUSTOMER INSPECTIONS
28489	MANNY'S UNIFORMS	07/01/15	\$ 263.94	6 TACTICAL PANTS FOR POLICE INSTRUCTORS
28490	MANUAL RIVAS	06/12/15	\$ 235.00	INSTALL FAN EXAUSTS AND WIRING AT DOG KENNEL
28491	PROFESSIONAL PRINTING	07/02/15	\$ 100.00	BUSINESS CARDS FOR PD- J.DELA GARZA, J.RAMIRE
28492	REGION STAFFING	VARIOUS	\$ 3,834.96	CONTRACT LABOR/CUSTODIAN WKEND6/28, 7/5/15
28493	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
28494	STAPLES BUSINESS ADVANTAG	06/20/15	\$ 338.14	OFFICE SUPPLIES- CITY HALL/COURT
28495	STRIPES	06/19/15	\$ 5.95	PRISNOR MEALS 6/8-6/19/15
28496	SUPER SWIMMING LESSONS	07/07/15	\$ 8,110.00	SWIMMING LESSONS 2015
28497	TEAM GRAPHIX	06/30/15	\$ 180.00	6 TACTICAL UNIFORM POLOS FOR POLICE INSTRUCT
28498	TEXAS FLEET FUEL	VARIOUS	\$ 3,643.93	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHIC
28499	TIME WARNER CABLE	VARIOUS	\$ 180.85	INTERNET SERVICE-CITY HALL/PD/COURT/LIBRARY-E
28500	UNIVERSITY OF TEXAS-PAN AM	07/02/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE- TRACK 5- C.
28501	CITY OF LF PAYROLL ACCT	07/16/15	\$ 58,811.03	DUE TO PAYROLL #21 7/17/15
28502	AILEEN RUIZ	07/24/15	\$ 1.00	OVER PAYMENT ON TICKET-110208
28503	ALAN GURRERA	07/24/15	\$ 1.00	OVER PAYMENT ON TICKET-109269
28504	AUGUSTO DE LA CRUZ	07/24/15	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 7/11/
28505	ILEANA CABRERA	07/24/15	\$ 10.00	OVER PAYMENT ON TICKET-109857
28506	JULIA GARCIA	07/24/15	\$ 1.00	OVER PAYMENT ON TICKET-110209
28507	LORENA MORAN	07/24/15	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER
28508	MARIA CASTILLO	07/24/15	\$ 6.00	OVER PAYMENT ON TICKET-109865
28509	MELISSA ADAME	07/24/15	\$ 5.00	OVER PAYMENT ON TICKET - 109879
28510	PATRICIA VASQUEZ	07/24/15	\$ 3.00	OVER PAYMENT ON TICKET - 110002
28511	REYES CASTILLO, JR	07/24/15	\$ 7.00	OVER PAYMENT ON TICKET- 109864
28512	A & M AUTOMOTIVE	VARIOUS	\$ 72.00	OIL CHANGES ON PD UNITS - C-31/F-52
28512	A & M AUTOMOTIVE	VARIOUS	\$ 975.86	OIL CHANGES-A/C REPAIRS/HEADLIC



28513	AMAZON.COM	06/24/15	\$ 465.00	UBIQUITI NET CAMERA/CONTROLLER-LIBRARY
28514	ARCHER BUSINESS SYSTEMS	VARIOUS	\$ 700.08	COPIER METER READING-CITY HALL/PD/COMM.HEA
28515	CAMERON COUNTY CLERK	07/21/15	\$ 34.00	RECORDING FEES-R.O.W. PUEBLO LEON SUDVISION
28516	CDC	07/24/15	\$ 22,606.37	TAX ALLOCATION END 7/7/15
28517	CHOCO'S	VARIOUS	\$ 135.00	MOUNT NEW TIRE-TRACTOR/FLAT REPAIR -TRACTO
28518	CHRISTINE DELA ROSA	07/07/15	\$ 18.64	REIMBURSE-MILES-MONTHLY MEETING HARLINGEN
28519	CITY OF BROWNSVILLE	06/30/15	\$ 36.00	JUNE 2015- USE OF SANITARY LANDFILL
28520	FIRESTONE BFS	07/13/15	\$ 481.40	NEW MOWER TRACTOR REAR TIRE
28521	HARLINGEN TAX OFFICE	07/07/15	\$ 20.13	2014 SUPPLEMENT TAX-3.5 ACRES ESPIRITU SANTO
28522	HD SUPPLY	07/01/15	\$ 270.00	SADDLE STRAPS-MOUNTING BANNERS ON LAMP PO
28523	HECTOR'S MUFFLER	07/13/15	\$ 250.00	BODY WORK AND PAINT JOB-PD UNIT F-71
28524	HUGHES NET	07/04/15	\$ 112.41	SATELLITE INTERNET EOC
28525	JAIME PEREZ	07/13/15	\$ 107.96	REIMBURSE-CLEAR AID- POOL SUPPLIES
28526	LT BOSWELL	07/15/15	\$ 48.38	TAIL GATE TRIM F-71
28527	LAW ENFORCEMENT SYSTEM	07/15/15	\$ 287.00	1000 TRAFFIC CITATIONS
28528	LEXIS NEXIS	06/30/15	\$ 100.00	PEOPLE SEARCH PROGRAM
28529	MAXIMINO TORRES	07/20/15	\$ 225.00	LOT MOWING-WEEDED LOTS IN VIOLATION
28530	NAISMITH ENGINEERING	06/21/15	\$ 3,500.00	PLAT REVIEWS-LAURELES COUNTRY ESTATES/PUE
28531	NATIONAL SEMINAR TRAINING	07/16/15	\$ 249.00	FMLA SEMINAR- P.RODRIGUEZ 7/27/15
28532	O'REILLY AUTO	VARIOUS	\$ 123.27	NEW BATTERY-PD/CORNER LIGHT UNIT D-62
28532	O'REILLY AUTO	VARIOUS	\$ 153.85	JUNE 2015-SUPPLIES FOR MAINTENANCE
28533	OMNI BASE	07/24/15	\$ 1,378.00	2ND QUARTER ACTIVITY-2015
28534	PITNEY BOWES	06/29/15	\$ 145.34	POSTAGE MACHINE SUPPLIES
28535	PRISCILLA RODRIGUEZ	07/22/15	\$ 59.74	MILEAGE-FMLA SEMINAR 7/27/15
28536	PROFESSIONAL PRINTING	07/15/15	\$ 350.00	POLICE OFFICER BUSINESS CARDS
28537	PURCHASE POWER	VARIOUS	\$ 496.56	POSTAGE- MAY/JUNE 2015 CITY HALL/PD/LIBRARY/C
28538	REGION STAFFING	VARIOUS	\$ 4,066.38	CONTRACT LABOR/CUSTODIAN WKEND 7/12, 7/19/15
28539	REGION STAFFING	VARIOUS	VOID	VOIDED CHECK-CONTINUED
28540	SAFETY VISION	07/14/15	\$ 54.00	REPLACEMENT CLIPS FOR BODY CAMERAS
28541	SMART COM	07/08/15	\$ 271.80	PHONE SERVICE-POLICE DEPT
28542	STAPLES BUSINESS ADVANT	06/27/15	\$ 108.71	OFFICE SUPPLIES
28543	STATE COMPTROLLER	06/30/15	\$ 98,525.39	QUARTER ENDING 6/30/15
28544	STRIPES	VARIOUS	\$ 20.05	PRISONER MEALS 6/22-7/5/15
28545	TEAM GRAPHIX	07/22/15	\$ 51.00	FUNDED BY TCEQ STICKERS FOR RECYCLE TRAILER
28546	TERMINIX INTERNATIONAL	VARIOUS	\$ 114.00	PEST CONTROL-ANIMAL SHELTER/CITY HALL/POLICE
28547	TEXAS FLEET FUEL	VARIOUS	\$ 2,195.26	FUEL FOR ENV/PARK/POLICE/STREET DEP VEHICLE
28548	TONY YZAGUIRRE, JR	06/29/15	\$ 13.27	BASE TAX PRO RATED- 3.5 ACRES ESPIRITU SANTO
28549	TX MUNICIPAL COURTS ASSOC	07/01/15	\$ 60.00	MEMBERSHIP DUES 9/1/15-8/31/16
28550	TX TAG	VARIOUS	\$ 143.85	TOLL FEES-TRAVEL/TRAINING- POLICE DEPT
28551	TYLER TECHNOLOGIES	06/01/15	\$ 19,386.00	PUBLIC SAFETY SUITE-MOBILE CAD, CITATIONS, HAI
28552	US BANK EQUIP FINANCE	07/14/15	\$ 175.00	LEASE ON COPIER-LIBRARY
28553	ZARSKY LUMBER	06/30/15	\$ 1,188.32	JUNE 2015-SUPPLIES FOR MAINTENANCE
28554	ZARSKY LUMBER	06/30/15	VOID	VOIDED CHECK-CONTINUED
28555	CITY OF LF PAYROLL ACCT	07/30/15	\$ 50,601.91	DUE TO PAYROLL #22 7/31/15
		<b>TOTAL</b>	<b>\$ 365,469.63</b>	



CITY OF LOS FRESNOS  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 31ST, 2015

05 - UTILITY FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,154,000	181,920.22	1,776,691.82	0.00	377,308.18	82.48
TOTAL REVENUES	2,154,000	181,920.22	1,776,691.82	0.00	377,308.18	82.48
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	479,767	16,656.77	372,884.15	329.05	106,553.80	77.79
05-INFORMATION TECHNOLOG	15,230	236.53	9,679.37	0.00	5,550.63	63.55
26-WATER SUPPLIES	101,100	524.08	92,651.60	3,772.65	4,675.75	95.38
27-MAINTENANCE OF WATER S	5,700	0.00	1,709.15	0.00	3,990.85	29.99
28-MAINTENANCE OF WATER E	26,800	160.00	20,318.02	1,084.35	5,397.63	79.86
29-WATER PURCHASES	44,022	0.00	24,830.79	0.00	19,191.21	56.41
30-WATER MISCELLANEOUS EX	367,585	2,070.00	159,953.03	0.00	207,631.97	43.51
20-CAPITAL OUTLAY	69,600	0.00	34,645.41	26,661.54	8,293.05	88.08
32-WATER BONDED INDEBTEDN	262,331	0.00	69,470.73	0.00	192,860.27	26.48
34-SEWER ADMINISTRATION	597,340	16,958.10	454,712.60	440.04	142,187.36	76.20
35-INFORMATION TECHNOLOG	15,230	236.53	9,739.20	0.00	5,490.80	63.95
36-SEWER SUPPLIES	59,598	499.08	43,184.09	2,904.46	13,509.45	77.33
37-MAINTENANCE OF SEWER S	6,100	0.00	2,951.24	72.00	3,076.76	49.56
38-MAINTENANCE OF SEWER E	76,800	1,062.50	73,217.75	1,746.31	1,835.94	97.61
39-SEWER MISC. EXPENSES	290,500	0.00	18,233.19	0.00	272,266.81	6.28
41-SEWER BONDED INDEBTEDN	61,478	0.00	26,477.50	0.00	35,000.50	43.07
52-TRANSFER OUT	75,000	0.00	191,496.25	0.00	( 116,496.25)	255.33
TOTAL EXPENDITURES	2,554,181	38,403.59	1,606,154.07	37,010.40	911,016.53	64.33
REVENUE OVER/(UNDER) EXPENDITURES	( 400,181)	143,516.63	170,537.75	( 37,010.40)	( 533,708.35)	33.37-

Attachment: July Finance Report (1471 : Finance Report)

CHECKLIST FOR WATER & SEWER				JULY 2015
CK #	VENDOR NAME	Inv.Date	Amount	Description
145269	AGUA WORKS	06/18/15	\$ 780.00	6 - 3/4" WATER METERS
145269	AGUA WORKS	06/16/15	\$ 123.06	SUPPLIES FOR REPAIRS AT NON-POTABLE WATER SYSTE
145270	ALICIA LERMA	06/30/15	\$ 159.00	CLEANING OF W/S VEHICLES
145271	AT & T	06/17/15	\$ 1,252.39	PHONE SERVICE-WATER/SEWER-TELEMETRY CIRCUIT
145272	CCID #6	06/30/15	\$ 2,458.13	RAW WATER-JUNE 2015
145273	CINTA'S CORPORATION	VARIOUS	\$ 711.69	CLEANING OF W/S UNIFORMS
145274	DELL COMPUTER	06/11/15	\$ 470.79	COMPUTER & MONITOR- CASHIER
145275	GEXA ENERGY	06/22/15	\$ 12,176.38	ELECTRICITY-WATER/SEWER
145276	HUTHER AND ASSOCIATES INC	06/29/15	\$ 1,100.00	BIOMONITORING TEST- 2ND QTR 2015
145277	IMPERIAL ELECTRIC MOTOR	06/08/15	\$ 420.00	MAGNETIC STARTER REPAIRS-WWTP
145277	IMPERIAL ELECTRIC MOTOR	06/24/15	\$ 2,300.00	SEWAGE PUMP REPAIRS-WWTP N. CLARIFIER
145277	IMPERIAL ELECTRIC MOTOR	06/29/15	\$ 596.00	TIME DELAY RELAY REPAIR- LS#17
145277	IMPERIAL ELECTRIC MOTOR	07/01/15	\$ 157.50	BREAKER REPAIRS- LS#10- SEWAGE PUMP
145278	INTEGRITY TESTING	06/30/15	\$ 776.00	JUNE 2015-TESTING
145279	ODESSA PUMPS	06/20/15	\$ 2,430.00	UNIT 5186 RENTAL 6/1-6/29/15-LS #21
145280	PRAXAIR	06/20/15	\$ 248.20	CHEMICAL/CYLINDER RENTAL
145281	REGION STAFFING	VARIOUS	\$ 617.12	CONTRACT LABOR 6/28,7/5/15
145282	STAPLES BUSINESS ADVANTAG	06/20/15	\$ 359.58	OFFICE SUPPLIES- CITY HALL & W/S WAREHOUSE
145283	TEXAS FLEET FUEL	VARIOUS	\$ 1,060.29	FUEL FOR WATER/SEWER VEHICLES
145284	TIME WARNER CABLE	07/01/15	\$ 73.56	INTERNET SERVICE-WATER/SEWER DEPT
145285	TOWN OF INDIAN LAKE	VARIOUS	\$ 5,263.30	SOUTHMOST WATER 2/15-6/15
145286	UNIVERSITY OF TEXAS PAN AM	07/02/15	\$ 297.50	CERTIFIED PUBLIC MANAGER COURSE- TRACK 5- C.GONZ
145287	USA BLUEBOOK	06/23/15	\$ 5,021.82	COMPACT STYLE BLOWER FOR WATER PLANT FILTRATIO
CHECKS 145288-145306				UTILITY DEPOSIT REFUND CHECKS
154307	CITY OF LF PAYROLL ACCT	07/16/15	\$ 30,947.30	DUE TO PAYROLL #21 7/17/15
154308	US POSTMASTER	07/16/15	\$ 171.50	POSTAGE-LATE NOTICE WATER BILLS
CHECKS 145309-145316				UTILITY DEPOSIT REFUND CHECKS
145317	AQUA METRIC	06/27/15	\$ 8,515.52	AMI SENSUS SYSTEM SUPPORT
145318	EAST RIO HONDO WATER SUPPLY	VARIOUS	\$ 260.33	WATER SERVICE- EDAP LIFT STATION
145319	HECTOR'S MUFFLER	07/08/15	\$ 35.00	REPAIRS TO INDIAN LAKE TRACTOR WHILE ON LOAN
145319	HECTOR'S MUFFLER	VARIOUS	\$ 275.00	NEW RADIATOR FOR F-150/ REPAIR PIPE PROBE
145320	IMPERIAL ELECTRIC MOTOR	06/18/15	\$ 3,400.00	REPLACE NON-POTABLE PUMP AT WWTP
145320	IMPERIAL ELECTRIC MOTOR	07/08/15	\$ 780.00	MAGNETIC STARTER/CONTROL FUSE- S.CLARIFIER-WWTP
145321	MOODY BROS	06/30/15	\$ 345.00	CALIBRATE BACK FLOW METER/FLOW METER-WWTP
145322	O'RELLY AUTO	VARIOUS	\$ 303.67	JUNE 2015- SUPPLIES FOR MAINTENANCE
145323	ODESSA PUMPS	07/08/15	\$ 2,070.00	UNIT 5252RENTAL-SLUDGE REMOVAL 6/5-7/3/15
145324	PITNEY BOWES	06/29/15	\$ 72.66	POSTAGE MACHINE SUPPLIES
145325	PURCHASE POWER	VARIOUS	\$ 845.42	MAY/ JUNE 2015 POSTAGE
145326	REGION STAFFING	VARIOUS	\$ 870.58	CONTRACT LABOR-WEEK END 7/12,7/19/15
145327	STAPLES BUSINESS ADVANTAG	06/27/15	\$ 108.71	OFFICE SUPPLIES- CITY HALL & W/S WAREHOUSE
145328	TEXAS FLEET FUEL	VARIOUS	\$ 998.16	FUEL FOR WATER/SEWER VEHICLES
145329	TX RURAL WATER ASSOC	07/08/15	\$ 225.00	WATER DISTRIBUTION COURSE-H.MANRRIQUE,JR- HARLI
145330	WELLS FARGO BANK	06/25/15	\$ 7,847.25	INTEREST PAYMENT
145331	US POSTMASTER	07/28/15	\$ 535.36	POSTAGE-FIRST NOTICE WATER BILLS
145332	ZARSKY LUMBER	06/30/15	\$ 609.42	JUNE 2015-SUPPLIES FOR MAINTENANCE
145333	ZARSKY LUMBER	06/30/15	VOID	VOIDED CHECK-CONTINUED
145334	CITY OF LF PAYROLL ACCT	07/30/15	\$ 26,029.12	DUE TO PAYROLL #22 7/31/15
TOTAL			\$ 124,097.31	



UTILITY DEPOSIT REFUND CHECKS				
145288	RIOJA, ANA	07/10/15	\$ 38.98	ACCT #01-10600-01 UTILITY DEPOSIT REFUND
145289	BARRETT, WALTER	07/10/15	\$ 119.90	ACCT #01-12050-03 UTILITY DEPOSIT REFUND
145290	GOMEZ BUILDING DESIGNS	07/10/15	\$ 53.32	ACCT #01-12249-00 UTILITY DEPOSIT REFUND
145291	ATKINSON, JOSE&MELZZA JR	07/10/15	\$ 8.24	ACCT #01-13700-07 UTILITY DEPOSIT REFUND
145292	SIMPSON, DIANA	07/10/15	\$ 78.35	ACCT #02-09409-00 UTILITY DEPOSIT REFUND
145293	FLOYD, DAVID	07/10/15	\$ 106.45	ACCT #02-03520-09 UTILITY DEPOSIT REFUND
145294	CASTRO, JORGE N JR	07/10/15	\$ 115.40	ACCT #02-21557-05 UTILITY DEPOSIT REFUND
145295	MAYORGA, ELISEO	07/10/15	\$ 12.47	ACCT #03-04320-03 UTILITY DEPOSIT REFUND
145296	CACTUS ICE, LLC	07/10/15	\$ 100.34	ACCT #03-05310-00 UTILITY DEPOSIT REFUND
145297	ECHENBERG, ALEXANDRA	07/10/15	\$ 105.66	ACCT #03-06115-02 UTILITY DEPOSIT REFUND
145298	GRAHAM, DIANNE	07/10/15	\$ 27.36	ACCT #03-06126-07 UTILITY DEPOSIT REFUND
145299	BARKER, ASHLEY	07/10/15	\$ 38.54	ACCT #03-13004-05 UTILITY DEPOSIT REFUND
145300	SALAZAR, SARAH	07/10/15	\$ 87.02	ACCT #03-14200-05 UTILITY DEPOSIT REFUND
145301	SALAZAR, JOSE M	07/10/15	\$ 47.31	ACCT #03-18602-05 UTILITY DEPOSIT REFUND
145302	LINALDI, CHRISTIAN	07/10/15	\$ 88.40	ACCT #03-20260-04 UTILITY DEPOSIT REFUND
145303	DRILLETTE, STEVEN M	07/10/15	\$ 107.19	ACCT #03-20296-01 UTILITY DEPOSIT REFUND
145304	BUTTS, DOUGLAS ALLEN	07/10/15	\$ 6.69	ACCT #03-20331-01 UTILITY DEPOSIT REFUND
145305	SANCHEZ, RAMIRO	07/10/15	\$ 130.31	ACCT #03-20472-00 UTILITY DEPOSIT REFUND
145306	RODRIGUEZ, CLAUDIA	07/10/15	\$ 3.81	ACCT #03-29830-01 UTILITY DEPOSIT REFUND
		<b>TOTAL</b>	<b>\$ 1,275.74</b>	
UTILITY DEPOSIT REFUND CHECKS				
145309	HAGAN, JAMES	07/24/15	\$ 95.88	ACCT #01-23929-03 UTILITY DEPOSIT REFUND
145310	LOPEZ, DORA	07/10/15	\$ 150.00	ACCT #02-21384-04 UTILITY DEPOSIT REFUND
145311	SHEILA'S SPIRITS	07/10/15	\$ 99.89	ACCT #03-05560-04 UTILITY DEPOSIT REFUND
145312	GONZALEZ, MARIA	07/10/15	\$ 36.14	ACCT #03-10540-17 UTILITY DEPOSIT REFUND
145313	LEWIS, LISA ANN	07/10/15	\$ 53.90	ACCT #03-13007-11 UTILITY DEPOSIT REFUND
145314	GUILLEN, JOSE OSCAR	07/10/15	\$ 2.66	ACCT #03-13700-08 UTILITY DEPOSIT REFUND
145315	GONZALEZ, MERBIL	07/10/15	\$ 88.99	ACCT #03-20331-02 UTILITY DEPOSIT REFUND
145316	ARCHITECTURE FOR CHARITY	07/10/15	\$ 94.90	ACCT #03-32012-00 UTILITY DEPOSIT REFUND
		<b>TOTAL</b>	<b>\$ 622.36</b>	



CITY OF LOS FRESNOS  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JULY 31ST, 2015

09 -COMMUNITY DEVELOPMENT COR  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	205,150	22,606.37	200,485.24	0.00	4,664.76	97.73
TOTAL REVENUES	205,150	22,606.37	200,485.24	0.00	4,664.76	97.73
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	205,150	2,464.38	150,090.04	7,371.83	47,688.13	76.75
TOTAL EXPENDITURES	205,150	2,464.38	150,090.04	7,371.83	47,688.13	76.75
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	0	20,141.99	50,395.20	( 7,371.83)	( 43,023.37)	0.00
	=====	=====	=====	=====	=====	=====

[illegible]

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1472)**

DOC ID: 1472 A

---

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

Call with questions.



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

**Activity for the month of July 2015**

**Water Treatment Plant**

**Total Output: 18,674,366**

**Daily Average: 602,398**

**% of Capacity: 60.2%**

**Waste Water Treatment Plant**


**Total Output: 16,063,000**

**Daily Average: 518,161**

**% of Capacity: 51.8%**

**CITY OF LOS FRESNOS  
PUBLIC WORKS DEPARTMENT  
MONTHLY REPORT FOR THE MONTH OF July 2015**

<b>CALLS FOR SERVICE</b>	<b>MONTH</b>	<b>YEAR TO DATE</b>	<b>OTHER</b>
Other: Code Enforcement	17	61	
Repair Leak	5	11	
Change Meter	2	46	
Water Taps	3	21	
Sewer Taps	2	25	
Service Check for Water Leak at Account	32	133	
Service Connects/Disconnects	279	1560	
Street Repairs	0	0	
Pot hole Repairs	11	496	
Drainage Complaint	0	6	
Street Sign Replacement	0	45	
Call for Sewer Stoppage	5	47	
City Sewer Lines Unstopped	3	47	
Tons of Asphalt Used	1	19.68 TONS	
Tons of Gravel Used	5	24 TONS	
Fire Hydrants Flushed And Oiled	6	46	
Fire Hydrants Repaired	0	5	
Valves Repaired	0	1	
Manholes Cleaned or Repaired	4	35	

  
\_\_\_\_\_  
Carlos Salazar, Public Works Director

Attachment: July Public Works Report [Revision 1] (1472 : Public Works Report)

**CITY OF LOS FRESNOS  
BUILDING PERMITS ISSUED**

MONTH & YEAR July, 2015

	BUILDING PERMITS		PLUMBING PERMITS		ELECTRICAL PERMITS		MECHANICAL PERMITS		MOVING PERMITS		MONTH	YEAR TO DATE
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	VALUATION	VALUATION
SINGLE FAMILY	5	24	4	22	5	22	2	8			\$557,000.00	\$2,064,400.00
DUPLEXES/APARTMENTS		1										\$80,000.00
HOTEL/MOTEL / BANK												
OFFICES/ STORAGE						1						
STORES/RESTAURANTS						1						
PUD DEVELOPMENT		1										\$700,000.00
SIGNS	3	11									\$5,050.00	\$25,215.62
CHURCHES/OTHER BUILDINGS		1		1		1						\$9,300.00
FENCE/DRIVEWAY/REROOF	2	25									\$1,725.00	\$76,641.55
SWIMMING POOLS	1	4		1	1	2					\$24,830.00	\$92,830.00
RESIDENTIAL ADD/REMODEL		15				1						\$24,794.21
COMMERCIAL ADD/REMODEL	3	9	1	6	1	6	1	1		1	\$255,400.00	\$332,490.00
STORAGE/GARAGES/CARPORTS	1	11									\$750.00	\$35,824.73
IRRIGATION				4								
TOTALS	15	102	5	34	7	34	3	9	0	1	\$844,755.00	\$3,441,496.11



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1473)**

DOC ID: 1473 A

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

Call with questions.

# LOS FRESNOS POLICE DEPARTMENT

## Arrests - By Violation

07/01/2015 11:32:05 AM  
thru 07/31/2015 11:32:05 AM

Violation	# of Offenses
ACCIDENT INVOLVING INJURY	1
CHILD IN NEED OF SUPERVISION RUNAWAY	1
DRIVING WHILE INTOXICATED	4
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	18
EVADING ARREST DET W/VEH	2
EXECUTION OF CAPIAS OR ARREST WARRANT	12
FICTITIOUS LP/REGISTRATION/SI	1
HOLD FOR CUSTOMS	5
INTERFER W/EMERGENCY CALL	1
NO DRIVER'S LICENSE	20
POSS DEL DRUG PARAPHERNALIA	1
POSS MARIJ >2OZ<=4OZ	1
POSSESSION OF DRUG PARAPHERNALIA	3
PUBLIC INTOXICATION	5
THEFT	2
UNAUTH USE OF VEHICLE 23h	1
<b>Total Violations</b>	<b>79</b>
<b>Total Arrests</b>	<b>67</b>

Attachment: July Police Report (1473 : Police Department Report)

# LOS FRESNOS POLICE DEPARTMENT

## Incidents - By Violation

07/01/2015 11:32:28 AM  
thru 07/31/2015 11:32:28 AM

Violation	Incidents
ACCIDENT INVOLVING INJURY	1
ALARMS	7
ANIMAL CONTROL	35
BURGLARY OF HABITATION	1
BURGLARY OF VEHICLE 23f	1
CHILD IN NEED OF SUPERVISION RUNAWAY	2
CRIMINAL MISCHIEF/CLASS C	1
DISPLAY FICTITIOUS LICENSE PLATE	1
DOG AT LARGE	7
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	18
EVADING ARREST DET W/VEH	2
EXECUTION OF CAPIAS OR ARREST WARRANT	11
FIREWORK/FIREARMS	4
FIREWORKS REGULATIONS	1
FORGERY GOVT/NATIONAL INST/MONEY/SECURITY	1
GARAGE SALES	7
HARASSMENT	1
ILLEGAL DUMPING >5 LBS < 500 LBS	2
INTERFER W/EMERGENCY CALL	1
LIVESTOCK AND FOWL	1
LOUD NOISE	2
NO DRIVER'S LICENSE	20
PEDDLERS AND SOLICITORS	1
PERMIT OF FOOD SERVICE ESTABLISHMENT	5
POSS DEL DRUG PARAPHERNALIA	1
POSS MARIJ >2OZ<=4OZ	1
POSSESSION OF DRUG PARAPHERNALIA	3
PUBLIC INTOXICATION	6
RECKLESS DRIVING	3
RIGHT OF WAYS/BASKETBALL NETS	2
SEMI TRUCK ROUTE	1
SOLID WASTE RECEPTACLES	2
THEFT	9
UNAUTH USE OF VEHICLE 23h	1
WEEDED OR RUBBISH LOT	32
WELFARE CONCERN	1
WRECKER	1
<b>Total Violations</b>	<b>197</b>
<b>Total Incidents</b>	<b>358</b>

Attachment: July Police Report (1473 : Police Department Report)



# LOS FRESNOS POLICE DEPARTMENT

## Accident - By Street & Intersection

07/01/2015 11:31:31 AM  
thru 07/31/2015 11:31:31 AM

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
100 ANDERSON COLUMBIA ST. & OCEAN	1	0	1	0
310 W. OCEAN BLVD. & NOGAL	1	0	0	0
3RD & 3RD	1	0	2	0
3RD & PITA	1	0	2	0
ARROYO & 5TH	1	0	2	2
ARROYO & ALVAREZ	2	0	2	0
BRAZIL	1	0	2	0
FM 1575 & OCEAN	1	0	1	0
OCEAN	1	0	2	1
OCEAN & 100 BLOCK OF EVERGREEN ST.	1	0	2	0
OCEAN & ALAMO	1	0	2	0
OCEAN & ARROYO	1	0	0	0
OCEAN & BRAZIL	1	0	2	0
OCEAN & OLD ALICE RD	1	0	1	0
OCEAN & OLEANDER DR	1	0	1	0
OCEAN & VILLA DEL SUR	1	0	0	0
OLMO & 5TH	1	0	1	0
RED OAK & VALLEY OAK	1	0	1	2
<b>Total</b>	<b>19</b>	<b>0</b>	<b>24</b>	<b>5</b>

Attachment: July Police Report (1473 : Police Department Report)

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 1474 A

**SCHEDULED**

**ACTION ITEM (ID # 1474)**

---

**Municipal Court 1. Monthly Report**

Call with questions.

# OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Las Fresnas</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
FOR MONTH <u>July</u> YEAR <u>2015</u>		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		911		41	
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>		403		20	
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>		68		7	
3. Dispositions at Trial:					
A. Trial by Judge (1) Finding of Guilty		161		10	1
(2) Finding of Not Guilty					
B. Trial by Jury (1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial		7			
4. Cases Dismissed:					
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>		36			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>		31		1	
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>		19			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>		44			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>		17			
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		5		8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>	
B. Non-Driving Alcoholic Beverage Code Cases Filed		1		9. Safety Responsibility and Driver's License Suspension Hearings Held	
C. Driving Under the Influence of Alcohol Cases Filed				10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>	
D. Health & Safety Code (Tobacco) Cases Filed				11. Arrest Warrants Issued:	
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>				A. Class C Misdemeanors Only	
F. Education Code (Except Failure to Attend) Cases Filed				B. Felonies and Class A and B Misdemeanors Only	
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>				12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>	
H. All Other Non-Traffic Fine-Only Cases Filed				A. Class A and B Misdemeanors Only	
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>				B. Felonies	
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>				4	
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>				21	
Magistrate Warnings Given (Juvenile):				13. Emergency Mental Health Hearings Held	
L. Warnings Administered				14. Magistrate's Orders for Emergency Protection	
M. Statements Certified				15. Total Revenue \$ 118,974.60	
<i>(Include all revenue collected during month to be remitted to city or state.)</i>					

Attachment: July Municipal Court Report (2) (1474 : Municipal Court Report)



Citation No.	Docket No.	Violator	***** TOTAL FOR REPORT *****			
Code	Payments	Refunds	Net	G/L	Acct No.	
FINE C 575	37,415.45	12	1,044.00-	36,371.45	01 407-0240	
CCC04 S 730	28,285.27	0		28,285.27	01 2512	
TECH C 711	2,802.00	0		2,802.00	01 407-0241	
MCBS Bldg 701	2,095.00	0		2,095.00	01 407-0270	
WRNTFE C 74	3,405.51	0		3,405.51	01 407-0240	
TLFTA1 S 69	1,325.80	0		1,325.80	01 2512	
TLFTA2 Dmnt 65	390.00	0		390.00	01 2517	
TLFTA3 C 66	264.00	0		264.00	01 407-0240	
COLAGY C 46	2,859.24	0		2,859.24	01 2513	
TFC C 610	1,824.67	0		1,824.67	01 407-0240	
AR C 695	3,473.00	0		3,473.00	01 407-0240	
STF S 631	18,292.00	0		18,292.00	01 2512	
SJRF S 687	2,748.00	0		2,748.00	01 2512	
JFCT2 S 679	3,655.40	0		3,655.40	01 2512	
JFCI C 682	409.20	0		409.20	01 407-0240	
IDF S 676	1,351.10	0		1,351.10	01 2512	
TPF S 654	1,306.90	0		1,306.90	01 2512	
OP over 19	387.90	0		387.90	01 2516	
TP-L-Jud 41	101.00	0		101.00	01 407-0260	
TP-L C 48	425.80	0		425.80	01 407-0240	
TP-S S 44	518.70	0		518.70	01 2512	
CJFS S 551	49.59	0		49.59	01 2512	
CJFC C 551	5.51	0		5.51	01 407-0240	
AF2 C 38	760.00	0		760.00	01 407-0240	
AF S 5	60.00	0		60.00	01 407-0240	
CS2 child 6	149.10	0		149.10	01 407-0280	
ACC C 3	60.00	0		60.00	01 407-0240	
SPEX C 50	3,898.90	0		3,898.90	01 407-0290	
TXSBLT S 13	439.00	0		439.00	01 2515	
DSC C 113	1,118.70	0		1,118.70	01 407-0240	
CCC S 4	47.71	0		47.71	01 2512	
FA S 4	20.00	0		20.00	01 2512	
JCD S 3	0.75	0		.75	01 2512	
JCPT2 S 2	4.00	0		4.00	01 2512	
CVC S 2	30.00	0		30.00	01 2512	
MSB C 2	18.00	0		18.00	01 2513	
JCD2 S 1	0.50	0		.50	01 2512	
CMI S 1	0.50	0		.50	01 2512	
JFCT S 6	20.40	0		20.40	01 2512	
Total: 9845	120,018.60	12	1,044.00-	118,974.60		

city 52010.7  
Cwr 2802.  
Bldg sec. 2095.  
omni 390  
coll. 2877.84  
judged. 101.  
child safety 149.  
overpay 387.9  
state 58155.6

Attachment: July Municipal Court Report (2) (1474 : Municipal Court Report)

Cash Payments....+	\$109,025.20
Bond Forfeited....+	\$0.00
Bond Applied.....+	\$9,949.40
Payment Refunded.-	\$0.00
Fees/Fines Paid..=	\$118,974.60
Cash (Payments)..+	\$109,025.20
Cash (Bonds).....+	\$12,008.30

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1475)**

---

DOC ID: 1475 A

**Library 1. Monthly Report**

Call with questions.

# ETHEL L. WHIPPLE MEMORIAL LIBRARY

## LIBRARIAN'S REPORT

### JULY 2015

#### **Number of Patron Checking Out Materials**

Adult	1050
Children	270
Teens	45

#### **Material Types Checked Out**

Adult Books	288
Children Books	286
Young Adult Books	465
Videos	427
Audios	0
Other Language Books	114

#### **Items Downloaded**

eBooks	56
eAudiobooks	6

#### **Patron Access Computer Use**

Total Sessions	1,632
Total Time	1,155 hours

#### **Free WiFi Access Use**

Total Sessions	388
Total Time	1,575 hours

#### **What Happened In the Library**

Hours Open	176 hours
Attendance	1150
Children Program Attendance	360
Volunteer Hours	175
New Cards Issued	49
Replacement Cards Issued	40
New Books Added	75
New eBooks Added	220
New Videos Added	11
Books Weeded	8
Videos Weeded	1
Reference Questions	333
Assists in Computer Lab	202
Patron Copies	2,190
Patron Faxes sent	220
Patron Printouts	1,878
Library Staff Copies	1,047





# Computer Session Usage Summary

## From 7/1/2015 through 7/31/2015

### 11:59:59 PM

#### Report Description:

This report displays the session usage information, e.g. how many sessions have been cancelled, grouped by location and by site.

## Site: Los Fresnos

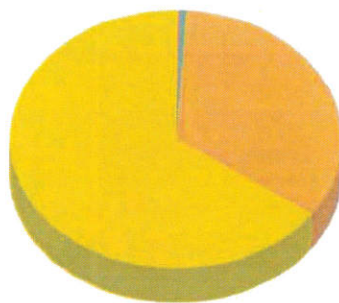
#### Location: Main

Session End Type	Total Sessions	Percentage	Avg Session Length
Cancelled	2	0%	60
Session Timeout	550	34%	58
User Logout Early	1,064	65%	36
Grace Period Timeout	3	0%	37
Lock Time Exceeded	10	1%	1
Session Timeout	3	0%	32
<b>Location Totals</b>	<b>1,632</b>	<b>100%</b>	<b>43</b>
<b>Site Totals</b>	<b>1,632</b>	<b>100%</b>	<b>43</b>

## Grand Totals

Total Sessions	Total Time	Avg Session Length
<b>1,632</b>	<b>70,334</b>	<b>43</b>

No. of Sessions against Session End Type



Cancelled	0.1%
Grace Period Timeout	0.2%
Lock Time Exceeded	0.6%
Session Timeout	33.9%
User Logout Early	65.2%
<b>Total:</b>	<b>100.0%</b>

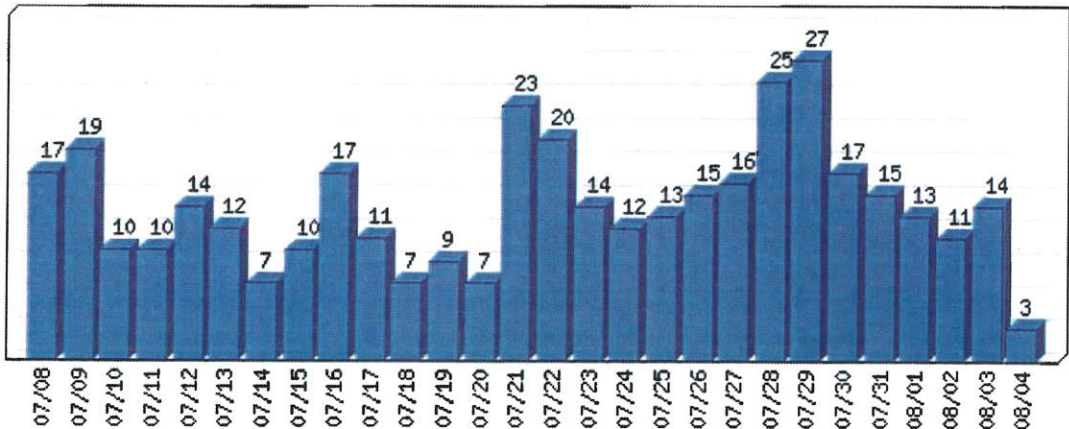
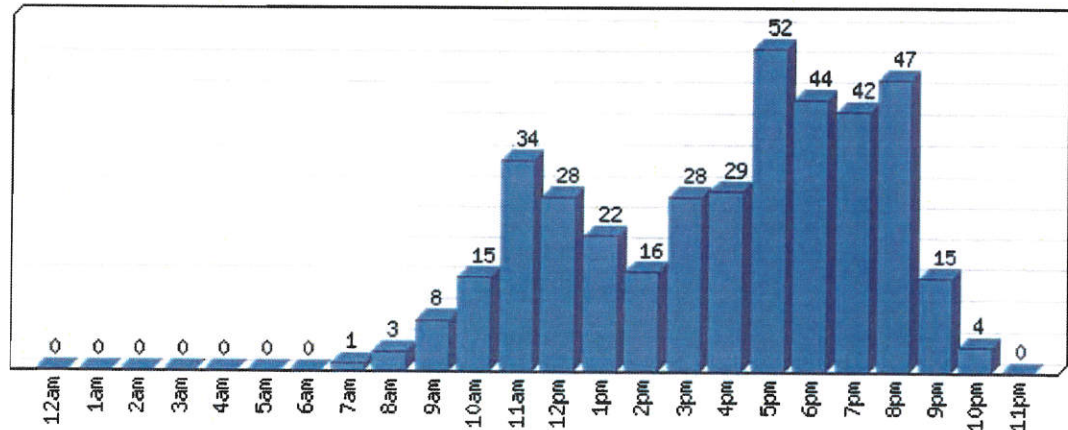
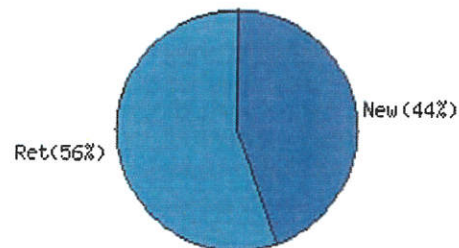
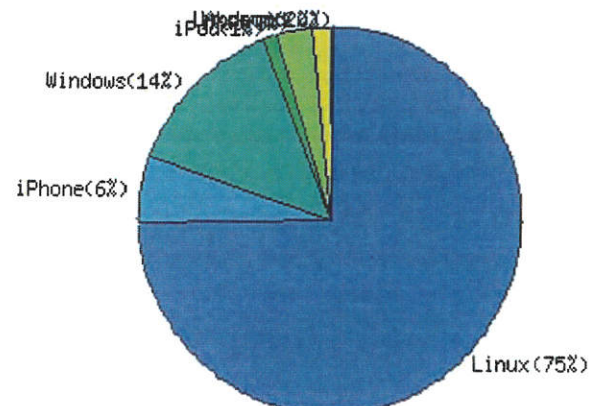
Attachment: July Library Report (1475 : Library Report)

**Setup Wizard** ▼**Status**

System information  
 Connected users  
 Usage reports

**Management**

Manage codes  
 Hotspot availability  
 Change password  
 Reboot system

**Advanced Settings** ▼**Usage Reports**Hotspot usage for **last 28 days** ▼**Login times****New vs returning guests****Devices used for access**



## Circulation Statistics - 7/1/2015 through 7/31/2015

## Member by age group

Adult 1050

Teen 45

Child 270

1365

## Member Type

1 - ADULT COUNTY 572

2 - ADULT CITY 493

3 - CHILD CITY 101

4 - CHILD COUNTY 165

5 - WINTER TEXAN 1

6 - YOUNG ADULT CITY 4

7 - YOUNG ADULT COUNTY 36

8 - TEX SHARE CARD ADULT 0

9 - TEX SHARE CARD CHILD 0

10 - INTERNET ONLY 0

Total 1372

## Material Type

1 - ADULT NONFICTION 84

2 - ADULT FICTION 157

3 - ADULT OVERS 0

4 - ADULT REFERENCE 0

5 - JUNIOR BIOGRAPHY 13

6 - EASY 214

7 - JUNIOR FICTION 292

8 - JUNIOR NONFICTION 80

9 - JUNIOR REFERENCE 0



10 - LANGUAGE BIOGRAPHY	1
13 - JUNIOR VIDEO	8
14 - LANGUAGE VIDEO	0
15 - NEW BOOK	72
18 - DVD	406
19 - DVD NONFICTION	6
21 - LANGUAGE EASY	17
22 - LANGUAGE FICTION	13
23 - LANGUAGE JUNIOR FICTION	4
24 - LANGUAGE NONFICTION	27
25 - LARGE PRINT	12
26 - LANGUAGE REFERENCE	0
27 - AUDIOBOOKS	0
32 - ADULT BIOGRAPHY	1
39 - STORY COLLECTION	0
40 - LANGUAGE JUNIOR NONFICTION	2
41 - BOARD GAMES	1
42 - TOYS	0
None/On-the-fly	0
Total	1409

Adult	326
Children's	214
Young Adult	385
Videos	420
OTE Language	64
Total	1409

## Materials added

Added after 6-30-2015

Added before 8-1-2015

86 matches (86 titles)

Total Cost: \$1450.00

## New Accounts (historical)

Type Groups	Types
ADULT COUNTY 38	ADULT CITY 10 CHILD CITY 0 CHILD COUNTY 0 WINTER TEX YOUNG ADULT CITY
YOUNG ADULT COUNTY 1	TEX SHARE ADULT TEX SHARE CHILD INTERNET ONLY Total 49

Weeded Materials 9

Faxes Sent 220

Copies 2190

Printouts 1878

Library Staff Copies 1047

Replacement Cards 40

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1476)**

---

DOC ID: 1476 A

**Fire Marschall's 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 July 2015

<u>FIRES</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Business Structures	_____	_____
Dwellings	_____	_____
Mobile Homes	_____	_____
Grass	_____	_____
Refuse	_____	_____
Incendiary or Suspicious Fires	_____	_____
Institutional	_____	_____
Motor Vehicles	_____	_____
Rescue Calls	<u>2</u>	<u>14</u>
Other Calls	<u>4</u>	<u>7</u>
		<u>38</u>
TOTAL ALARMS		

MONTHLY FIRE PREVENION INSPECTIONS

Commercial Businesses	<u>3</u>	Institutions	_____
Industrial Structures	<u>6</u>	Homes	<u>1</u>
Public Buildings	_____	Apartments	_____
Hotels	_____		
TOTAL INSPECTIONS	<u>10</u>		

SCHOOL, HOSPITAL, and NURSING HOME FIRE DRILLS SUPERVISED \_\_\_\_\_  
LECTURES-PRESENTATIONS MADE/FILMS SHOWN 1 TOTAL AUDIENCE 22  
FIRES INVESTIGATED (ACCIDENTAL) 0 (INCENDIARY) \_\_\_\_\_

*Gerardo S. Alder*  
FIRE MARSHAL, CITY OF LOS FRESNOS

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Closed Session  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1478)**

DOC ID: 1478

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**Closed Session - Deliberation pursuant to Section 551.071,  
Title 5 of the Texas Government Code, the Texas Open  
Meetings Act, regarding to seek legal advice on  
extraterritorial jurisdiction issues.**

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Open Session  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1479)**

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DOC ID: 1479

**Open Session - Deliberation and possible action regarding  
the seeking of legal advice on extraterritorial jurisdiction  
issues.**



**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 08/11/15 06:00 PM  
Department: City Secretary  
Category: Workshop  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1469)**

DOC ID: 1469 A

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**Budget Workshop for fiscal year 2015/2016.**

We will send a paper copy of the budget on Friday so you can review prior to the meeting.