

City Council

200 North Brazil

Regular Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Tuesday, September 11, 2018

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, SEPTEMBER 11, 2018 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.

I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Consent Agenda

1. Consideration and ACTION to approve the minutes from August 14, 2018, August 23, 2018 & August 28, 2018.
2. Consideration and ACTION to approve the Community Development Corporation funding for the Cowboy Cook Off & Concert.
3. Consideration and ACTION to approve Resolution 7-2018 promoting increasing voter registration and voter turnout.
4. Consideration and ACTION to approve Resolution 8-2018 opposing the 10% increase proposed by the Texas Windstorm Insurance Association.
5. Consideration and ACTION to approve Resolution 9-2018 that authorizes submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for a 2018 Disaster Relief fund grant award to construct street and drainage improvements and building repairs.
6. Consideration and ACTION on adoption of a Citizen Participation Plan to be followed during implementation of Texas Community Development Block Grant Program project.
7. Consideration and ACTION to approve a Local Agreement between Cameron County District Attorney's Office and Los Fresnos Police Department pertaining to seized and forfeited property.
8. Consideration and ACTION to approve a Memorandum of Understanding to purchase a SIM Range Pro Simulator System between Los Fresnos Police Department, Port Isabel Police Department, South Padre Island Police Department, and Laguna Vista Police Department.
9. Consideration and ACTION to approve the write off of bad debt for the utility accounts and garbage for the 2017-2018 fiscal year.
4. Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting you have a limit of 3 minutes to speak.
5. Public Hearing
 1. Public Hearing to receive comments from the public on the proposed budget for fiscal year 2018/2019.
6. Action Items

1. Consideration and ACTION to approve funding for the Cowboy Cook Off & Concert.
2. Consideration and ACTION to approve the first reading of Ordinance 494 adopting the budgets for fiscal year 2018/2019.
3. Consideration and ACTION to approve the first reading of Ordinance 493 approving the 2018 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.
4. Consideration ACTION on approval of a resolution relating to establishing the city's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various city improvements from the proceeds of tax-exempt obligations to be issued by the city for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.
5. Consideration and ACTION to approve ordinance 495 by the city council of the city of Los Fresnos, Texas authorizing the issuance of "City of Los Fresnos, Texas tax notes, series 2018", levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the obligations; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the depository trust company; authorizing the execution of any necessary engagement agreements with the city's financial advisors and/or bond counsel; and providing an effective date.
6. Consideration and ACTION to approve an agreement to build the New City Hall.
7. Consideration and ACTION to approve the bids received for the following: A. Chemicals B. Lot Mowing C. Official Newspaper D. Pest Control E. Vehicle Washing and Vacuuming F. Vehicle Tire Service G. Vehicle Maintenance & Oil Change
8. Consideration and ACTION to approve service agreements for fiscal year 2018/2019 for the following: A. Los Fresnos Chamber of Commerce B. Los Fresnos Ambulance Service C. Los Fresnos Volunteer Fire Department
9. Consideration and ACTION to approve bids for fencing at the Water & Wastewater Treatment Plant.
10. Consideration and ACTION to reappoint or appoint of members to the Los Fresnos Housing Authority.
11. Consideration and ACTION to reappoint or appoint members to the Planning & Zoning Commission.

12. Consideration and ACTION to reappoint or appoint members to the Park Advisory Board.
13. Discussion, consideration and ACTION on Legislative Priorities.
7. Acknowledgement of City Manager's Report
 1. City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Building Inspections K. Underground Canal L. Sports Park M. Dog Park N. Development and Annexation Plans O. Update Planning & Zoning Ordinance P. Economic Development Q. Chamber of Commerce 2nd Quarter Report
8. Acknowledgement of Department Head Reports
 1. Financial Report 1. Monthly 2. Year to Date 3. Sales Tax
 2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
 3. Police Department 1. Arrests 2. Incidents 3. Accidents 4. Tropical Mental Health
 4. Municipal Court Report 1. Monthly Report
 5. Library Report 1. Monthly Report
 6. Fire Marshal's Report 1. Monthly Report
9. Adjournment

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

Jacqueline Moya, City Secretary

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

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 2734 A

SCHEDULED

ACTION ITEM (ID # 2734)

**Consideration and ACTION to approve the minutes from
August 14, 2018, August 23, 2018 & August 28, 2018.**

I recommend approval.

City Council

200 North Brazil

Los Fresnos, TX 78566

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

Regular Meeting

~ Minutes ~

Tuesday, August 14, 2018

6:00 PM

City Hall

Agenda

1. Call meeting to order

The meeting was called to order at 6:00 p.m. by Mayor Narvaez.

2. Invocation and Pledge of Allegiance

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

Consent Agenda

Mayor Narvaez asked if there were any questions or concerns on any of the items in the consent agenda.

Council member Munoz asked to pull items 1,3,5 & 7 so that Mark Milum could explain a little more on each item.

Mayor Narvaez asked the council if there were any other questions or concerns. He then moved to approve items 2,4 & 6 as they currently read. Council member Real seconded the motion.

Consideration and ACTION to approve CDC to fund landscaping at the Los Fresnos Nature Park.

Mr. Munoz asked if the city was going to be short \$20,500 as Mr. Milum had stated in his notes for the item.

Mr. Milum explained that the CDC had approved to fund the \$20,500 for the landscaping at the Nature Park on Monday, August 6, 2018. TCEQ has funding available that allows collection of rain water. Mr. Milum showed the council a plan of the landscaping and explained part of the project called for landscaping , rain cisterns and small irrigation system that the city did not have funds for. Since CDC had already approved to fund the amount the council only needed to approve their action.

Motion was made and seconded to approve CDC to fund landscaping at the Los Fresnos Nature Park.

Attachment: CC AUG 14 2018 (2734 : Minutes)

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

Consideration and ACTION to approve the CDC to fund a sign at the Los Fresnos Nature Park.

Motion was made and seconded to approve the CDC to fund a sign at the Los Fresnos Nature Park.

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

Consideration and ACTION to approve the Memorandum of Understanding between LFCISD & City of Los Fresnos which calls for both authorities to establish and maintain a coordinated program for enhancing Emergency Operations Planning Response.

Mr. Munoz asked if the agreement had to show that it was approved by the City Council. Mr. Milum explained he could not sign the agreement until the council approved it and there would be minutes backing up the approval. Mr. Milum stated there was no need to add the language but it could be added if the council would like.

Motion was made and seconded to approve the Memorandum of Understanding between LFCISD & City of Los Fresnos with the recommendation requested by Council Member Munoz that the agreement show it was approved by the City Council.

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

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

Motion was made and seconded to approve the Los Fresnos Police Department to participate in the Law Enforcement Support Office program.

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

Consideration and ACTION to approve Resolution 6-2018 authorizing the award of professional service provider contracts for the 2018 Texas Community Development Block Grant Disaster Relief Fund Project.

Mr. Munoz asked if the funding was for the City or the citizens of Los Fresnos. Mr. Milum explained it was for the city and would be used for things that were broken, ruined, roof leaks or caused problems during the recent flood. Mr. Munoz asked again if the funds could be used for citizens who needed roof repairs due to the recent rains. Mr. Milum answered no it was for city use only and the city had provided flyers in the lobby with information to the citizens about programs for flood damage repairs for them directly from FEMA.

Motion was made and seconded to approve Resolution 6-2018 authorizing the award of professional service provider contracts for the 2018 Texas Community Development Block Grant Disaster Relief Fund Project.

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

Consideration and ACTION to approve to issue a request for Proposal & Qualifications for Services related to the 2019-2020 Community Development Funding as administered by the Texas Department of Agriculture.

Motion was made and seconded to approve to issue a request for Proposal & Qualifications for Services related to the 2019-2020 Community Development Funding as administered by the Texas Department of Agriculture.

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

Consideration and ACTION to update Los Fresnos Police Department Policy Manual on unbiased based policing & guidelines for the use of force.

Mr. Munoz asked if this was an update or if it was something that was going to be added. Mr. Milum explained it was just an update on the use of force and unbiased policing. The updates came from the best practice policy format from the Texas Police Chiefs Association.

Motion was Made and seconded to update Los Fresnos Police Department Policy Manual on unbiased policing & guidelines for the use of force.

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

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

There were no comments.

Public Hearing

Public hearing to receive comments from the residents concerning an appeal on the Planning and Zoning Commission's denial of a request for a conditional use permit to build a duplex at Lots 1, 2 & 3, Block B, Townsite of Los Fresnos.

Mayor Narvaez opened the public hearing at 6:12 p.m.

Mr. Milum gave a brief description of the property's location.

Manuel Abrego stated he was speaking on behalf of the property owner Mr. Delgado because he did not speak any English. Mr. Abrego handed out pictures of Mr. Delgado's businesses to the council. He gave a summary of Mr. Delgado's current and future businesses in Los Fresnos. He stated that Mr. Delgado had two duplexes on W 8th St. Mr. Abrego explained to the council where the property was located and the dimensions of the lots. He handed out a floor plan of the duplex which would include a garage and fence. He handed out pictures of duplexes around town and stated that he only found one with a garage. He also handed out pictures of other duplexes in town that he said were simple and some were down right nasty, ugly and crappy. He would like for the council to consider approving the appeal.

James Keillor stated that changing zoning can be some of the most difficult decisions the council can deal with. One of the arguments that was used in Planning & Zoning was that this is our zoning ordinance and we can not break our zoning ordinance. He explained the history of the previous administration and how the city was zoned. He feels that on both sides of the argument there are pros and cons and we should be open minded and look at what's best for the city. He explained the pros and cons to the council and the public. He stated he hoped the council made a far decision and not a political one.

Manuel Cruz stated he had been before the board before on the same subject. He lives adjacent to the property requesting the variance. His concern was that they have never heard from the owner. The only thing we have heard is what someone perceives his intentions are. The area where the property is, is single family and Mr. Cruz is hoping that Mr. Delgado was told before buying that it was single family. He urges the board to follow the recommendation by Planning and Zoning after all the council did appoint them to do a job. He feels the Planning and Zoning Commission is doing a great job and has always led the council in the right direction as far as planning and zoning.

Mayor Narveaz closed the public hearing at 6:38 p.m.

RESULT:	NO ACTION
----------------	------------------

Action Items

Consideration and ACTION to appeal the Planning and Zoning Commission's denial of a request for a conditional use permit to build a duplex at Lots 1, 2 & 3, Block B, Townsite of Los Fresnos.

Mr. Milum addressed some of the questions that were asked during the public hearing. He explained the process the Planning & Zoning Commission has when approving a conditional use permit or variance. He stated the staffs recommendation not to approve the appeal stayed the same.

Mr. Mendez asked if Mr. Milum was at the meeting and if he the fence was brought up. Mr. Milum answered that he was at the meeting but the fence was not brought up. Mr. Milum answered questions for the council and discussed possible solutions for the owner to build on the property.

Motion was made and seconded not to deny the appeal of a request for a conditional use permit to build a duplex at Lots 1,2 & 3 Block B, Townsite of Los Fresnos.

RESULT:	DEFEATED [UNANIMOUS]
MOVER:	Swain Real, Councilman
SECONDER:	Javier Mendez, Councilman
AYES:	Munoz, Narvaez, Cruz, Real, Mendez
ABSENT:	Bibi Garza

Consideration and ACTION to accept bids and ratings of the contractors for the City Hall project, award and enter into negotiations with the top ranked contractor for cost savings.

Mr. Milum let the council know that a rating of the contractors was done by Council member Swain Real, Council member Yolanda Cruz, Finance Director Pablo Garza, Public Works Director Carlos Salazar and himself along with BRW Architects.

Mr. Milum explained they had seven bids for the new city hall ranging from \$3,369,000 to \$3,900,000. The highest rated was D. Wilson construction. The committee recommended D. Wilson Construction as the top rated and enter into negotiations with them for cost savings. Mr. Milum explained they would not enter the agreement yet until they discuss what possible cost savings there are and bring back to the council for final approval.

Mr. Milum answered questions for the board and discussed cost saving alternates.

Motion was made and seconded to accept the bids and ratings of the contractors for the new city hall project as rated.

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

Consideration and ACTION to approve different funding options for the new City Hall.

Mr. Milum explained to the council the current status on the new city hall project and the funding available from other sources. He discussed 3 options to fund the new City Hall. He handed out a list of capital project requested by the department heads.

Mr. Milum answered questions for the board. The board selected option 3 which would leave current year funds available to complete projects in both the General and Utility Fund. Move capital projects planned for next year's budget to this year to free funds for debt payment of \$140,00 and would remove \$217,629.22 from needed street repairs with the TIRZ funds.

Motion was made and seconded to approve option 3 to fund the new City Hall.

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

Consideration and ACTION to fund surveying along the canal belonging to Bayview Irrigation District #11 and to enter into an agreement to utilize their canal for drainage during flood events.

Mayor Narvaez recessed the meeting from 7:28 p.m. to 7:35 p.m.

Mr. Milum explained the location of the canal and stated it was 6.88 miles. Bayview irrigation district asked that the City of Los Fresnos pay the cost for surveying on the City Limits including our ETJ. This would be 2.7 miles costing the city \$9,810 and the Bayview Irrigation District would pay the rest.

Mr Milum had also discussed with the Bayview Irrigation District but was denied the possible option to have valves to allow water to flow into the canal only during the few times we have a large event with lots of rain in a short amount of time. Bayview did not want to risk getting contaminated water in their canal and denied the proposal.

Mr. Milum answered questions for the board.

Motion was made and seconded to fund 2.7 miles of the surveying along the canal belonging to Bayview Irrigation District #11 in the amount of \$9,810.

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

Consideration and ACTION to approve the Boys & Girls Club 2018-2018 Proposed Budget.

Mr. Milum reminded the council last year the budget that was proposed was \$80,000 but the council approved \$40,000. This year the Boys & Girls Club is proposing the same budget in the amount of \$80,277. The club has added programs the city has requested and provided reports and financial information.

Mr. Milum explained the individual proposed budget line items in the budget and answered questions for the board. Mr. Milum explained he was ok with the \$40,000 but because of the improvement the club has shown he is also good with the \$80,000.

Mr. Mendez recommended the council go up in increments of \$60,000.

Motion was made and seconded to approve the Boys & Girls Club 2018-2019 proposed budget in the amount of \$60,000.

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

Consideration and ACTION to acknowledge the Cameron Appraisal District Chief Appraiser's certification of the 2018 tax roll.

Mr. Milum explained to the council that the taxable value for 2018 is \$274,037,549 which is an increase of \$21,060,673. There is one property under protest for \$221.63 dealing with a residential property. There were 12 new properties added to the roll.

Motion was made and seconded to acknowledge the Cameron Appraisal District Chief Appraiser's certification of the 2018 tax roll.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman
SECONDER: Swain Real, Councilman
AYES: Munoz, Narvaez, Cruz, Real, Mendez
ABSENT: Bibi Garza

Consideration and ACTION to acknowledge the Finance Director's certification of the estimated ad valorem tax collection rate for 2018 and the excess debt tax collections for 2017 tax year.

Mr. Milum explained that the tax rate the Cameron Appraisal District requires the City to use is 100% due to the prior year's debt collections. The estimated debt collections for 2018 is \$237,387 and we have \$4,680 in excess tax collections and the estimated excess fund balance for the debt fund is \$23,785.61.

Motion was made and seconded to acknowledge the Finance Director's certification of the estimated ad valorem tax collection rate for 2018 and the excess debt tax collections for 2017 tax year.

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

Consideration and ACTION to acknowledge the calculations of the City's Effective and Rollback Ad Valorem Tax Rate for tax year 2018 and for fiscal year 2018/2019.

Mr. Milum explained the document provided to the council for the tax rate the ad Valorem tax rate is \$0.662254. He stated that the effective ad valorem tax rate is calculated using the same properties for last year and this year with last years tax rate at \$0.715 and this years rate \$0.662254 would bring in the same revenue. This is due to

increase property values. Having the tax rate at \$0.715 will bring an increase in revenues of \$144,543.85.

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 \$0.820309 per \$100 valuation.

Mr. Milum answered questions for the board.

Motion was made and seconded to acknowledge the calculations of the City's Effective and Rollback Ad Valorem Tax Rate for tax year 2018 and for fiscal year 2018/2019.

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

Consideration and ACTION to propose a tax rate for tax year 2018, take a record vote, if proposed tax rate exceeds the lower of the effective rate or rollback rate, and set dates for public hearings, if necessary.

Mr. Milum explained they had formulated a budget based on \$0.715 per \$100 valuation like it has been for the last 11 years. Because we exceed the effective tax rate of \$0.662254 we will have to hold two public hearings because we will be receiving more revenue.

Motion was made and seconded to set the tax rate at \$0.715 for tax year 2018. All members voted aye and the dates for the public hearings were set for Thursday, August 23 and Tuesday, August 28 both at 6:00 p.m. at City Hall.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Swain Real, Councilman
SECONDER:	Yolanda H. Cruz, Councilwoman
AYES:	Munoz, Narvaez, Cruz, Real, Mendez
ABSENT:	Bibi Garza

Consideration and ACTION to approve the renewal contract for the City Attorney Enrique Juarez.

Mr. Milum reminded the council that last year the council asked this item be placed on the agenda for renewal every year. He stated it was the same contract as the current year only the dates changed for the next fiscal year.

Motion was made and seconded to renew the contract for the City Attorney Enrique Juarez.

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

Consideration and ACTION on approving the rating for Material Testing Inspections and authorizing City Manager to negotiate an agreement with the top rated responsive firm.

Mr. Milum explained in relation to the new city hall project the same committee did a rating on the material testing and inspections. There were three firms that submitted proposals Terracon, PSI and Raba Kistner. He explained that the council would have to approve the ratings as they came in which was Terracon as #1, PSI #2 and Raba Kistner #3. This would authorize him to negotiate an agreement with the top rated firm if they were would not negotiate he would automatically go to the next highest rated firm.

Mr. Mendez asked if the city had any upcoming projects if we could put the firms on a rotation list. Mr. Milum stated it was possible.

Motion was made and seconded to approve all three firms and allow the city manager to place them on a rotation list.

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

Consideration and ACTION to approve the write off of bad debt for the utility accounts and garbage for the 2017-2018 fiscal year.

Mr. Milum explained this was something that was done every year. The total bills of water, sewer and garbage for 2015-2016 were \$2,258,041.09. The total write off of garbage, penalties, water sewer, and reconnection fees is \$13,478.85

Mr. Milum answered questions for the board.

Motion was made and seconded to approve the write off of bad debt for the utility accounts and garbage for the 2017-2018 fiscal year.

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

Consideration and ACTION to approve proposed meal Per Diem for the Los Fresnos Police Department.

RESULT: NO ACTION

Acknowledgement of City Manager's Report

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

Mr. Milum asked the council if they had any questions. He gave an update on the Hike & Bike Trails stating that we are still waiting on TxDOT to get final approval. Council member Mendez commended Mr. Milum on the Nature Park. There was discussion on the Nature Park.

Mr. Milum mention after budget he would meet with the rest of the property owners for the Henderson Road Project to get the 10 feet easement to complete the crossings. He has received positive feedback form the property owners he has met with already.

Mr. Milum explained there was a potential candidate to handle inspections except the plumbing which requires specialized certifications. The city would work with the candidate to do all inspections except the plumbing and continue to contract with the current person to handle the plumbing inspections.

Council member Cruz asked for an update on the Dog Park. Mr. Milum stated that Walmart had not got back to him yet.

Motion was made and seconded to acknowledge the city managers report.

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

Acknowledgement of Department Head Reports

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

Motion was made and seconded to approve the Financial Report.

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

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

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

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

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

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

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

Municipal Court Report 1. Monthly Report

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

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

Library Report 1. Monthly Report

Motion was made and seconded to approve the Library Report.

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

Fire Marshal's Report 1. Monthly Report

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

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

Budget Workshop

Budget Workshop for fiscal year 2018/2019.

Mr. Milum handed out sheets to the council. He explained there was three new proposed positions part-time Permit Clerk, part-time Library Clerk and a position in the Parks Department through the temp agency. He explained the different positions and the increase that would occur the upcoming fiscal year.

Mr. Milum answered questions for the board.

RESULT:	NO ACTION
----------------	------------------

10. Adjournment

Mr. Narvaez adjourned the meeting at 9:04 p.m.

Presiding Officer of the Council

Recorder

Attachment: CC AUG 14 2018 (2734 : Minutes)

City Council

200 North Brazil

Los Fresnos, TX 78566

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

Special Meeting

~ Minutes ~

Thursday, August 23, 2018

6:00 PM

City Hall

Call to Order

The meeting was called to order at 6:20 PM by Mayor Polo Narvaez

Invocation and Pledge of Allegiance

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

Visitors Remarks- To speak you must sign in with the City Secretary prior to meeting and you will have 3 minutes to speak.

There were comments.

Public Hearing

First public hearing to receive comments from the public on the proposed tax rate for 2018.

Mayor Narvaez opened the public hearing at 6:21 p.m.

There was nobody present for the public hearing. Mr. Milum gave a brief summary on the proposed tax rate.

Mayor Narvaez closed the public hearing at 6:23 p.m.

RESULT: NO ACTION

Budget Workshop

Budget Workshop

Mr. Milum provided two handouts to the council. The first was a listing of the employees showing their past, current and proposed 2018/2019 fiscal year pay rates. The second was titled Texas Municipal Retirement Service Plan Change Study. He gave an explanation on the handouts and answered questions for the board.

Mr. Milum went over the General Fund budget, Utility Fund budget, CDC budget, Debt Service Fund, Senior Citizen fund and TIRZ fund. He explained the revenues and expenditures for the fiscal year 2018/2019. Mr. Milum answered questions for the board and discussed the budget.

RESULT: NO ACTION

Adjournment

Attachment: CC AUG 23 2018 (2734 : Minutes)

Special Meeting**Thursday, August 23, 2018****6:00 PM**

The meeting was closed at 8:00 PM

Presiding Officer of the Council

Recorder

Attachment: CC AUG 23 2018 (2734 : Minutes)

City Council

200 North Brazil

Los Fresnos, TX 78566

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

Special Meeting

~ Minutes ~

Tuesday, August 28, 2018

6:00 PM

City Hall

Call to Order

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

Invocation and Pledge of Allegiance

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

Public Hearing**Second Public Hearing to receive comments from the public on proposed tax rate for 2018.**

Mayor Narvaez open the public hearing at 6:01 p.m.

Mark summarized the tax rate notice and explained the tax rate.

There was nobody present from the public.

Mayor Narvaez closed the public hearing at 6:02 p.m.

RESULT:	NO ACTION
----------------	------------------

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

There were no comments.

Action item**Consideration and ACTION to approve the Minutes of July 10, 2018.**

Motion was made and seconded to approve the minutes from July 10, 2018.

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

Consideration and ACTION to approve proposed meal Per Diem.

Mark explained to the council a chart that was provided in their packets. It showed the meal per diem in other cities and the proposed for the City of Los Fresnos. He stated that the per diem was given to the employees when they go out of town for training.

Attachment: CC AUG 28 18 (2734 : Minutes)

Mr. Milum answered questions for the board.

Motion was made and seconded to approve the proposed meal per diem for city employees.

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

Consideration and ACTION to approve the Amendment to Interlocal Agreement between Tropical Texas Behavioral Health and City of Los Fresnos.

Mr. Milum explained that the program was funded a grant. The city has an officer that participates in the program. Mr. Milum listed a few surrounding cities that also participate in the program. Mr. Milum stated that the various officers work together as a team and receives special training to handle mentally ill subjects. Mr. Mendez asked if we receive reports on the program. Mr. Milum stated that we haven't but we will request it.

Mr. Milum answered questions for the board.

Motion was made and seconded to approve the amendment to the Interlocal Agreement between Tropical Behavioral Health and City of Los Fresnos.

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

Budget Workshop

Budget Workshop

Mr. Milum asked the council if they had any questions on the budget that was discussed in the last meeting. If not he would like to discuss cost reduction concerning the new city hall since it would affect next years budget. There were no questions or comments.

Mr. Milum passed out a handout that listed potential cost reductions for the new city hall. He went through each individual item and discussed the items with the council. He answered questions for the board.

He handed out a second page that showed the total current and expected expenditures for the new city hall project. Mr. Milum and the board discussed the information. The

Special Meeting**Tuesday, August 28, 2018****6:00 PM**

documents given on the different items will be included in the agreement with D.Wilson Construction in the September meeting.

RESULT: NO ACTION

Adjournment

The meeting was closed at 7:05 PM

Presiding Officer of the Council

Recorder

Attachment: CC AUG 28 18 (2734 : Minutes)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2754)

DOC ID: 2754 A

**Consideration and ACTION to approve the Community
Development Corporation funding for the Cowboy Cook Off
& Concert.**

The CDC is going to consider this on Monday night, approving \$1,000.

SMOKIN-HWY-100

COOK-OFF & CONCERT

LOS FRESNOS, TX.

November, 16-17, 2018



Sponsorship Packages

1. **Firday Concert Sponsor (Jaime y Los Chamacos) \$1,500**

- a. Media Advertising Name Recognition
- b. Announced as a concert sponsor during concert
- c. Webpage Listing
- d. Banner or Sign on Stage
- e. Flyer Listing *(name listing only if committed by 10/1/2018)*
- f. 12 Concert Tickets *(cost for extra tickets)*
- g. Space for Banners Outside Arena
- h. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

2. **Smokin' Cook-Off Sponsor \$1,000**

- a. Media Advertising Name Recognition
- b. Announced as a event sponsor during Cook-Off
- c. Webpage Listing
- d. One 3' x 8' Sign Cooking Arena
- e. Flyer Listing *(name listing only if committed by 10/1/2018)*
- f. 6 Concert Tickets *(cost for extra tickets)*
- g. Space for six Banners Cooking Arena
- h. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

3. **Brisket Sponsor \$500**

- a. Announced as one of the Brisket Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

4. Pork Spare Ribs Sponsor \$500

- a. Announced as one of the Pork Spare Ribs Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

5. Chicken Sponsor \$500

- a. Announced as one of the Chicken Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

6. Jackpot Sponsor \$300

- a. Announced as one of the Jackpot Event Sponsors
- b. One 3' x 8' Sign Cooking Arena
- c. Flyer Listing *(name listing only if committed by 10/1/2018)*
- d. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

6. Cooking Team Sponsor \$300

- a. Covers entry fees for Cooking Team Sponsors
- b. Space for Banner (no larger than 3' x 8')

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

RESOLUTION (ID # 2724)

DOC ID: 2724 A

**Consideration and ACTION to approve Resolution 7-2018
promoting increasing voter registration and voter turnout.**

We can put ads in the paper and notes on the water bills as well as information on the city web site and on Facebook.

I recommend approval.

RESOLUTION NO. 7-2018**A RESOLUTION OF THE CITY OF LOS FRESNOS, TEXAS, PROMOTING DEMOCRATIC PARTICIPATION BY INCREASING VOTER REGISTRATION AND ELECTORAL PARTICIPATION; AND CHALLENGING OTHER CITIES TO MATCH GOALS.**

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

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

WHEREAS, the United States of America supports the right of people to govern themselves by electing officials to represent them; and

WHEREAS, as Americans we believe in universal values of freedom, liberty, equality, and justice for all; and

WHEREAS, hundreds of thousands have given their lives in support of democratic principles from the American Revolution, world wars, regional conflicts in Korea and Vietnam, Operation Desert Storm and current military deployments throughout the world; and

WHEREAS, generations have struggled against racial, gender and other discrimination and oppression in their fight to participate in the affairs of their cities, communities, and country; and

WHEREAS, the United States was torn by a civil war in support of freedom and equality and emerged a more inclusive and democratic society; and

WHEREAS, cities are the government closest to the people, being involved in their daily lives by fixing streets, collecting solid waste, supplying water, policing crime, fighting fires, and serving all residents whether registered to vote or not;

WHEREAS, in 1945 the people of Los Fresnos voted to establish the City of Los Fresnos to better provide public services and elected officials to represent their interests; and

WHEREAS, voter registration and participation in the Rio Grande Valley lags the state average; and

Attachment: RESOLUTION NO 7-2018 (2724 : Resolution 7-2018)

WHEREAS, AACT has established a voter turnout goal of 65 percent; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS (Polo Narvaez, Mayor; Yolanda Cruz, Mayor Pro tem; Swain Real, Councilman; Javier Mendez, Councilman; Belinda Garza, Councilwoman; and Juan Munoz, Councilman):

1. The City Councilmembers and municipal employees will work to increase voter registration and election participation for the November 2018 General Election.
2. The City endorses the ACCT goal of 65 percent voter turnout.
3. The City challenges other cities to match the City of Los Fresnos's goals.
4. This Resolution be forwarded to cities in the Rio Grande Valley.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2018.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya
City Secretary

Attachment: RESOLUTION NO 7-2018 (2724 : Resolution 7-2018)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

RESOLUTION (ID # 2742)

DOC ID: 2742 A

**Consideration and ACTION to approve Resolution 8-2018
opposing the 10% increase proposed by the Texas
Windstorm Insurance Association.**

Many cities are passing a resolution to give to our representatives to oppose increases in windstorm insurance which is already extremely high.

I recommend approval.

RESOLUTION NO. 8-2018**A RESOLUTION OPPOSING THE 10% INCREASE PROPOSED BY THE TEXAS WINDSTORM INSURANCE ASSOCIATION.**

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

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

WHEREAS, the Texas Windstorm Insurance Association (TWIA) Board of Directors met on August 15, 2018 and voted for a 10% rate increase effective January 1, 2019; and,

WHEREAS, Texas Insurance Code Chapter 2210 requires that TWIA rates be reasonable, adequate, and not unfairly discriminatory; and,

WHEREAS, If these rate increases take effect on January 1, 2019, they will hurt residents and property owners in the coastal counties of the State; and,

THEREFORE, BE IT RESOLVED, that the Los Fresnos City Council strongly opposes this 10% rate increase proposed by Texas Windstorm Insurance Association (TWIA).

BE IT FURTHER RESOLVED, that the Los Fresnos City Council urges State Senator Eddie Lucio, Jr. and State Representative Eddie Lucio III to file legislation and/or to work with other state legislators on legislation at the 2019 session to make the rate system of Texas Windstorm Insurance Association fair and equitable to the residents and property owners in the coastal counties of the State.

PASSED AND APPROVED by the City Council on this 11th day of September 2018.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: RESOLUTION NO 8-2018 (2742 : Resolution 8-2018)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2749)

DOC ID: 2749 A

Consideration and ACTION to approve Resolution 9-2018 that authorizes submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for a 2018 Disaster Relief fund grant award to construct street and drainage improvements and building repairs.

We want to submit an application for \$350,000 for drainage, street and or roof repairs. This will start the process. There is not match for this grant. There is a drainage pipe in Legion Subdivision that collapsed during the flood event that we would like to get repaired. We can also try to get some upgrades or increases in capacity for some drainage but will depend if they approve it or not. We can also get the roof repaired at city hall and the community center. Any remaining funds can be used for repairs to East Tenth Street and Whipple Road.

I recommend approval.

RESOLUTION NO. 9-2018

A RESOLUTION OF CITY OF LOS FRESNOS, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DISASTER RELIEF FUND FOR STREET, DRAINAGE INFRASTRUCTURE, AND BUILDING REPAIRS AND AUTHORIZING THE MAYOR TO ACT AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

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

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

WHEREAS, City of Los Fresnos desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist within the community as a result of the storm incident designated as DR-4377-TX which occurred June 19, 2018 through July 13, 2018, which represent a potential risk to the public health and safety; and

WHEREAS, the Governor of Texas declared Cameron County to be a disaster area on July 21, 2018, making it eligible for assistance from the Texas Community Development Block Grant Program (TxCDBG) Disaster Relief Fund (DR); and

WHEREAS, the President of the United States declared Cameron County to be a disaster area on July 6, 2018, making it eligible for assistance from the Federal Emergency Management Administration (FEMA); and

WHEREAS, it is necessary and in the best interests of City of Los Fresnos to apply for funding under the 2017 Texas Community Development Block Grant Program – Disaster Relief Fund for assistance to make necessary repairs.

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That a Texas Community Development Block Grant Program application for the Disaster Relief Fund is hereby authorized to be filed on behalf of the City of Los Fresnos with the Texas Department of Agriculture;
- Section 2. That the City's application be placed in competition for funding under the Disaster Relief Fund;
- Section 3. That the application be for up to \$350,000.00 of grant funds to provide funds for street, and drainage infrastructure, and building repairs, engineering services, and administration activities in the City of Los Fresnos benefiting all residents of the City of Los Fresnos;
- Section 4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program;
- Section 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

PASSED AND APPROVED by the City Council on this 11th day of September 2018.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: RESOLUTION NO 9-2018 (2749 : Resolution 9-2018)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2750)

DOC ID: 2750 A

Consideration and ACTION on adoption of a Citizen Participation Plan to be followed during implementation of Texas Community Development Block Grant Program project.

To participate in the CDBG program (disaster drainage funds for \$350,000) we need to have a citizen participation plan in place. This is what is required.

I recommend approval.

THE CITY OF LOS FRESNOS
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. (For more information, see LEP.gov.)

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Los Fresnos, 200 N. Brazil, Los Fresnos, TX 78566, or by calling (956) 233-5768 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Los Fresnos, 200 N. Brazil, Los Fresnos, TX 78566 or may call (956) 233-5768.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

POLO NARVAEZ, MAYOR

Date

CITY OF LOS FRESNOS **CITIZEN COMPLAINT FORM**

FOR CITY USE ONLY

INSTRUCTIONS: Read this form and the instructions on reverse carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the questions unanswered and fill out as much of the form as you can. Your complaint should be signed and dated and, if possible, notarized. Where more than one individual or organization is filing the same complaint, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form, but the other boxes need not be completed if the information is the same as in the original form, but the other boxes need not be completed if the information is the same as in the original. Complaints may be (1) mailed or (2) filed or presented in person to the Mayor of City of Los Fresnos, 200 N. Brazil, Los Fresnos, TX 78566.

PLEASE TYPE OR PRINT

Number _____

Date _____

Filing Date _____

DATE OF PRIOR ACTION, IF ANY _____

PRELIMINARY DETERMINATION _____

1. Name of Aggrieved person or organization

Telephone Number: _____

(Mr. Mrs. Miss) (Last Name - First Name - Middle Initial) Street Address City County State ZIP Code

2. Whom is this complaint against?

Name (Last Name-First Name-Middle Initial) Street Address City County State ZIP Code Telephone Number

Is the party named above a: (Check applicable box or boxes)

☐ City Employee ☐ City Council Member ☐ Contractor of the City ☐ Other

Name and Identify Others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? When did act or acts occur? (Be sure to include all dates, if several dates are involved.)

4. Do you believe there was discrimination because of? (Check applicable box and write your race, color, religion, sex or national origin on the line below the box checked)

☐ Race or Color ☐ Religion ☐ Sex ☐ National Origin

5. Please review the following and check the applicable box or boxes if they apply to your case.

☐ The City has described its housing and community development needs in a manner clearly inconsistent with available facts and data; ☐ The activities proposed by the City are clearly inappropriate to meet the City's needs and objectives;

☐ The City has not complied with TxCDBG program requirements; ☐ The proposed activities are not eligible for TxCDBG grant assistance.

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details of what happened may be provided on an attachment. (NOTE: The City will furnish a copy of complaint to the person or organization against whom complaint is made.)

7. I swear or affirm that I have read this complaint (including any attachments) and that it is true to the best of my knowledge, information, and belief.

(Date)

(Sign your name)

8. Subscribed and sworn to before me this _____ day of _____, _____.

NOTARIZATION:

(Name)

(Title)

SEAL

IF IT IS DIFFICULT FOR YOU TO GET A NOTARY PUBLIC TO SIGN THIS FORM, SIGN YOUR OWN NAME AND MAIL IT WITHOUT NOTARIZATION.

Attachment: 2018 - A1013 - Citizen Participation Plan (2750 : Citizen Participation Plan TX Community Development Block Grant Program)

CITY OF LOS FRESNOS CITIZEN COMPLAINT FORM

ADDITIONAL DETAILS

If you wish to explain in detail in an attachment what happened, you should consider the following:

1. If you feel that others were treated differently from you, please explain the facts and circumstances.
2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
3. If you have made this complaint to other City staff or government agencies or to the STATE, explain when and where and what happened.

You can obtain assistance in filing a complaint at the offices listed below:

1. Complain to the Office of Rural Affairs under their Complaint System, 10 T.A.C. Sec. 178.1 and 178.2.

Office of Rural Affairs
P.O. Box 12877
Austin, Texas 78711
(512) 936-7890

2. Complain to the Secretary of HUD by filing this form by mail or in person.

U.S. Department of Housing and Urban Development
Region VI - Dallas
New Dallas Federal Building
1100 Commerce Street
Dallas, Texas 75202

A1013

LA CIUDAD DE LOS FRESNOS
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Los Fresnos, 200 N. Brazil, Los Fresnos, TX 78566, (956) 233-5768, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Los Fresnos City of Los Fresnos, 200 N. Brazil, Los Fresnos, TX 78566 o puede llamar a (956) 233-5768.
2. Una copia de la queja o reclamación se transmitirá por el alcalde de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad/Condado debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código del Gobierno.

POLO NARVAEZ, Alcalde de la ciudad

Fecha

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2736)

DOC ID: 2736 A

Consideration and ACTION to a approve a Local Agreement between Cameron County District Attorney's Office and Los Fresnos Police Department pertaining to seized and forfeited property.

The DA's office is requesting an update of our agreement since they still show James Harris as Chief. This is standard with all municipalities.

I recommend approval.

THE STATE OF TEXAS

COUNTY OF CAMERON

§
§
§
§
§

**LOCAL AGREEMENT BETWEEN CAMERON COUNTY / DISTRICT
ATTORNEY'S OFFICE AND LOS FRESNOS POLICE DEPARTMENT
PERTAINING TO SEIZED AND FORFEITED PROPERTY**

PURSUANT TO THE PROVISIONS OF CHAPTER 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE, WHICH REGULATES THE DISPOSITION OF PROPERTY FORFEITED TO THE STATE OF TEXAS AS CONTRABAND, THE LOS FRESNOS POLICE DEPARTMENT (HEREINAFTER REFERRED TO AS AGENCY) AND THE CAMERON COUNTY DISTRICT ATTORNEY'S OFFICE (HEREINAFTER REFERRED TO AS CCDA) ENTER INTO THIS AGREEMENT (AGREEMENT) REGARDING THE DISPOSITION OF SAID PROPERTY OR THE PROCEEDS FROM THE SALE THEREOF. AGENCY AND CCDA ARE COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS THE "PARTIES."

In respect to property that is the subject to cases initiated and/or submitted an officer/agent of AGENCY, and subsequently forfeited to the State of Texas for disposition under chapter 59 of the Texas Code of Criminal Procedure, in consideration of the services rendered by the Parties to this Agreement for the seizure and forfeiture of said contraband, AGENCY, and the CCDA agree as follows, after the deduction of applicable costs/expenses:

1. In instances in which the property subject to forfeiture is Currency:
 - a. In those instances in which the amount is less than \$10,000.01:
 - i. AGENCY shall be awarded 50%, and
 - ii. CCDA shall be awarded 50%;
 - b. In those instances in which the amount subject to forfeiture is greater than \$10,000.01 but is less than \$50,000.01:
 - i. AGENCY shall be awarded 70%, and
 - ii. CCDA shall be awarded 30%;
 - c. In those instances in which the amount that is subject to forfeiture is more than \$50,000.01:
 - i. AGENCY shall be awarded 80%, and
 - ii. CCDA shall be awarded 20%;
 - d. Money awarded to the parties of this agreement pursuant to this section of this agreement shall be used for official purposes as

provided for by Chapter 59 of the Texas Code of Criminal Procedure, and any and other law relating to the use of funds by the parties.

2. In instances in which the property subject to forfeiture is Real Estate:
 - a. Upon forfeiture, Real Estate forfeited pursuant to this agreement shall be sold by any legal means chosen by the CCDA;
 - b. To facilitate the sale, any Real Estate forfeited as a result of this agreement, shall be awarded directly to the CCDA and upon sale, the CCDA shall distribute the proceeds of said sale, minus the costs of sale, and any outstanding taxes, fees, and miscellaneous costs, to the Parties.
 - c. except as provided by subsection d of this provision, the proceeds of said sale shall be distributed among parties as follows:
 - i. AGENCY shall be awarded 70%, and
 - ii. CCDA shall be awarded 30%;
 - d. Official Purposes
 - i. A Party to this agreement may elect to retain real estate for official purposes (hereinafter "electing party");
 - ii. An election for official use must be made before the entry of final judgment of forfeiture;
 - iii. If an election is made:
 1. The CCDA shall secure the services of a licensed appraiser to appraise the Real Estate;
 2. the final judgment of forfeiture shall be drafted to reflect the property being awarded to the electing party for official use;
 3. the electing party shall reimburse the non-electing party an amount equal to the amount the non-electing party would have received had the property been sold for at the price equal to $\frac{3}{4}$ of the appraised value of the appraisal secured by the CCDA.
 - e. Property and Proceeds awarded to the parties of this agreement pursuant to this section of this agreement shall be used for official purposes as provided for by Chapter 59 of the Texas Code of Criminal Procedure, and any and other law relating to the use of funds by the parties.
3. In instances in which the property subject to forfeiture is a motor vehicle:
 - a. Motor vehicles subject to forfeiture will be awarded to either AGENCY or CCDA on a rotation basis.
 - b. The award shall be determined at the time of forfeiture.

- c. Every third (3rd) forfeited vehicle shall be awarded to the CCDA and the remainder of vehicles to AGENCY.
 - i. i.e. every first and second case accepted involving a motor vehicle
 - d. Motor vehicles awarded to the parties of this agreement pursuant to this section of this agreement shall be used for official purposes or sale as provided for by Chapter 59 of the Texas Code of Criminal Procedure, and any and other law relating to the use of funds by the parties.
- 4. In instances the property subject to forfeiture is a type/class of property something other than currency, real estate, or a motor vehicle (hereinafter referred to as miscellaneous property):
 - a. The property shall be distributed among parties:
 - i. 70% of the miscellaneous property shall be awarded to the AGENCY, and,
 - ii. 30% shall be awarded to the CCDA.
 - b. Upon the agreement of parties, the property may be sold by any legal means chosen by the CCDA, and the proceeds of said sale, minus the costs of the sale, shall be distrusted among parties:
 - i. 70% of the proceeds shall be awarded to the AGENCY, and
 - ii. 30% shall be awarded to the CCDA.
 - c. Miscellaneous Property awarded to the parties of this agreement pursuant to this section of this agreement shall be used for official purposes or sale as provided for by Chapter 59 of the Texas Code of Criminal Procedure, and any and other law relating to the use of funds by the parties.
- 5. Applicable Costs/Expenses
 - a. Except as provided by subsection b of this section, expenses of the suit are to be borne by AGENCY.
 - i. Any expense of litigation will be deducted from any potential award percentage awarded to AGENCY.
 - ii. If it is the case there is no amount of currency to be awarded to cover the expenses of a suit, the CCDA shall send notice of the costs to AGENCY, and AGENCY will be expected to pay the outstanding costs within forty-five days of receiving notice.
 - b. If it is the case a forfeiture case result in the award of property only to the CCDA and no property is awarded to AGENCY, then the CCDA shall be liable for the expenses of the suit and said expense shall be deducted from any potential award to the CCDA.
 - c. Expenses include;
 - i. Costs of Court as taxed by the District Clerk;

- ii. Citation Fees;
 - iii. Subpoena fees,
 - iv. Deposition costs/expenses,
 - v. Translator costs;
 - vi. Ad litem fees;
 - vii. Storage costs of seized property;
 - viii. Towing fees;
 - ix. Informant fees/costs;
 - x. Rewards;
 - xi. Title related services;
 - xii. Taxes;
 - xiii. Maintenance of property;
 - xiv. Appraisals and inspection costs;
 - d. Any other expense not identified in subject c of this section may only be paid from a portion of an award of property upon the agreement of the parties.
 - e. In the event that property in the case is not forfeited in a sufficient value amount to reimburse the agency incurring such expenses, then the other agency or agencies which could have received forfeited property will reimburse the agency that incurred the expenses in an amount proportional to the percentage interest that the reimbursing agency had in the case.
6. This agreement shall apply to all contraband forfeited pursuant to chapter 59 of the Texas Code of Criminal Procedure, from and after the effective date of this Agreement. In the absence of an individual written agreement for a specific seizure, the distribution of forfeited property, or the proceeds from the sale thereof, shall be in accordance this Agreement. If it is the case a special specific agreement is entered into the existence of said agreement shall be initialed in the prosecutor's file to memorialize the agreement.
 7. All disbursement of forfeited funds/property shall be made upon execution of a final judgment that has been duly served, and after the deduction of all expenses. Property shall be forfeited to the State when the forfeiture is final and no motion for new trial, appeal, or stay of judgment or similar device has been filed.
 8. This Agreement constitutes the entire agreement between the Parties with regard to the matters made the subject of this Agreement. There are no verbal representations, inducements, or other agreements between the Parties.

THE UNDERSIGNED HAVE READ THIS AGREEMENT AND IT IS THEREFORE AGREED BY THE PARTIES, AND EACH ACKNOWLEDGE THEIR AGREEMENT TO ABIDE BY THE TERMS SET FORTH IN THIS AGREEMENT WITH THEIR SIGNATURES BELOW.

LOS FRESNOS POLICE DEPARTMENT

HECTOR GONZALEZ, CHIEF
LOS FRESNOS POLICE DEPARTMENT

Date

CAMERON COUNTY DISTRICT ATTORNEY'S OFFICE

Luis V. Saenz
DISTRICT ATTORNEY
CAMERON COUNTY
964 E. Harrison Street
Fourth Floor
Brownsville, Texas 78520

Date

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

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

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY

NAME _____
 (Last) (First) (MI)

HOME ADDRESS _____

MAILING ADDRESS _____

CITY _____ **ZIP** _____

HOME PHONE NUMBER: _____ **CELL NUMBER:** _____

E-MAIL ADDRESS: _____

EMPLOYER _____

OCCUPATION _____

BUSINESS ADDRESS _____

BUSINESS PHONE # _____

COMMITTEES OF INTEREST TO YOU

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

1. _____
2. _____
3. _____

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

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

Why are you interested in serving on this Committee? _____

Other Volunteer Commitments? _____

SIGNATURE OF APPLICANT

DATE

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2721)

DOC ID: 2721 A

Consideration and ACTION to approve a Memorandum of Understanding to purchase a SIM Range Pro Simulator System between Los Fresnos Police Department, Port Isabel Police Department, South Padre Island Police Department, and Laguna Vista Police Department.

This was approved by the Council on July 10 with 5 partners. However, the Port Isabel School District decided to not participate so the share increased a little between the participating entities. The total cost remains the same at \$28,165 but our share increased from \$5,633 to \$7,041.25. We still have enough funds to provide for this. One of the questions before was would we be able to bring the system here to utilize. The answer is yes. Once we have the system going we will bring it at a time when we have a meeting to demonstrate it.

I recommend approval.

MEMORANDUM OF UNDERSTANDING

This **memorandum of Understanding (MOU)**, hereinafter referred to as the Memorandum entered into on August 28, 2018 by and between Port Isabel Police Department, South Padre Police Department, Laguna Vista Police Department, and Los Fresnos Police Department.

Whereas the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth:

This memorandum is for the sole purpose to purchase a SIM Range Pro presented by Laser Shot for the amount of \$28,165.00. Each party will split \$7,041.25 in two subsequent years and will be paid to Laser Shot.

The SIM Range Pro Simulator System is a portable training system that provide practical training in a virtual environment. Simulators provide immediate feedback opportunities for both the officer and the instructor to master basic weapon fundamentals like grouping, zeroing, practice and qualification prior to going to the range for live exercises.

SIM Range provides progressive and repetitious crawl / walk/ run training without posing environmental or safety restrictions.

Slim Range addresses emergent threats and current marksmanship concerns with proven simulator technology that directly supports transfer of skills to improve individual results. It also goes to the next level and provides advanced training opportunities with dynamic virtual targetry or interactive scenarios to develop additional skills.

MISSION:

The aforementioned parties have been established the following guidelines for use of SIM Range Simulator: Each party will pickup and check out the portable simulator from the Port Isabel Police Department and use the simulator for training purposes and return the simulator to the Port Isabel Police Department after use. There is no time limit on the use of the simulator with the exception of the time requested on a calendar reservations for use of simulator.

Limitation of Liability

No rights or limitation of rights shall arise or be assumed between parties as a result of the terms of this Memorandum of Understanding.

Mediation Dispute Resolutions:

The parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship including, but not limited to, any matters, disputes, or claims, and the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter should be mediated and attempted to be resolved by each city's administration.

Entire Understanding:

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing the MOU

desire or intend that any implementing contract, licensing, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provisions of this Memorandum of Understanding where written or oral.

MOU Summarization: The Parties to this MOU have mutually acknowledge and agree to the following:

- The Parties to this MOU shall work together in a cooperative effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this purchase of simulator.
- It is not the intent of this MOU to restrict the Parties to this agreement from their involvement or participation with any other public or private individuals or organizations.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and use of this simulation to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights or benefits and/or trust responsibilities by or between the Parties.
- The MOU shall hold and obligate each party to supply or transfer funds to maintain the warranty or repairs of such simulation.
- The Port Isabel Police Department will keep this simulator in operating conditions and repairs with the monetary help from all Parties.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice within 30 days is delivered to the other Parties and such funds invested would be forfeited.
- Upon the signing of this MOU by all Parties, this agreement shall be in full force and effect.

GENERAL PROVISIONS: The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum Understanding is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for the use and safe keeping of the simulator under the terms of this memorandum.

AUTHORIZATION AND EXECUTIONS: The signing of this Memorandum of Understanding does not constitute a formal undertaking and as such it simply intends that the signatories shall strive to the best of their abilities, the goals, and objectives stated in this MOU.

Port Isabel Police Dept. _____

Chief Robert Lopez

South Padre Island Dept. _____

Chief Randy Smith

Laguna Vista Police Dept. _____

Chief Tony David

Los Fresnos Police Dept. _____

Chief Hector Gonzalez

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Bad Debt
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2743)

DOC ID: 2743 A

Consideration and ACTION to approve the write off of bad debt for the utility accounts and garbage for the 2017-2018 fiscal year.

Below were my comments last month. Prior to us taking additional action we reviewed this one more time and discovered it covered some current accounts, not just those 2 years or older. This is the corrected amount. The total is now \$6,273.20 which is less than half of what we erroneously reported last month. It is about one quarter of 1%.

Garbage - \$1,265.69
Garbage Penalties - \$77.62
Water - \$2,481.93
Sewer - \$2,161.41
W&S Penalties - 286.55

I recommend approval.

Once a year we write off debt for water, sewer and garbage that is not collectable. As is always the case we don't like to write off any but it is relatively small compared to what is billed in a given year. The total bills of water, sewer and garbage for 2015-2016 were \$2,258,041.09. The total write off of garbage, penalties, water, sewer, and reconnection fees is \$13,478.85 or three fifths of 1%. We do all we can to collect.

Garbage - \$2,835.56
Garbage Penalties - \$218.68
Water - \$4,989.41
Sewer - \$4,702.48
W&S Penalties - 727.64
W&S Reconnection Fees - \$5.08
.

08-31-2018 10:39 AM
 G/L POSTING DATE: 8/31/2018
 PACKET: 12003
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT
 FLAG ACCOUNT: NO

WRITE OFF AUDIT REGISTER
 ** TRANSFER TO BAD DEBT **

PAGE 1.3.9.a

ACCOUNT NO	NAME	BALANCE LAST BILL							
01-01251-03-0	FUENTES, MELISA	133.63	100-WATER	60.72	200-SEWER	44.97	300-GBG-R	19.05	
** LAST PAYMENT MADE: 6/12/2017		7/20/2016	800-PEN-WS	7.47	801-PEN-GB	1.42			
01-01350-02-0	HARDIN, JUSTIN	190.36	100-WATER	91.01	200-SEWER	53.95	300-GBG-R	35.96	
** LAST PAYMENT MADE: 8/18/2015		10/20/2015	800-PEN-WS	7.91	801-PEN-GB	1.53			
01-01530-08-0	DELAROSA, SARAH	113.80	100-WATER	41.26	200-SEWER	40.98	300-GBG-R	27.32	
** LAST PAYMENT MADE: 10/01/2015		11/20/2015	800-PEN-WS	3.32	801-PEN-GB	0.92			
01-02390-04-0	VARA, ELIZABETH	129.50	100-WATER	49.66	200-SEWER	44.67	300-GBG-R	27.32	
** LAST PAYMENT MADE: 6/28/2016		8/20/2016	800-PEN-WS	5.88	801-PEN-GB	1.97			
01-02760-09-0	CANTU, JOSE LAURO	259.84	100-WATER	124.73	200-SEWER	71.88	300-GBG-R	44.86	
** LAST PAYMENT MADE: 6/30/2016		8/20/2016	600-6.25% 801-PEN-GB	1.53 3.10	602-2% CTY	0.49	800-PEN-WS	13.25	
01-06080-01-0	GARCIA, SERGIO B.	205.85	100-WATER	52.20	200-SEWER	74.76	300-GBG-R	50.64	
** LAST PAYMENT MADE: 6/01/2016		7/20/2016	800-PEN-WS	20.99	801-PEN-GB	7.26			
01-14000-02-0	PICAZO, GERONIMO	340.95	100-WATER	191.36	200-SEWER	65.62	300-GBG-R	42.87	
** LAST PAYMENT MADE: 1/07/2016		2/20/2016	800-PEN-WS	36.68	801-PEN-GB	4.42			
01-15300-02-0	ZERTUCHE, LIDIA I	30.65	100-WATER	12.94	200-SEWER	11.00	300-GBG-R	6.71	
** LAST PAYMENT MADE: 10/28/2015		11/20/2015							
01-24975-03-0	MARTINEZ, ROLANDO	120.45	100-WATER	53.29	200-SEWER	48.75	300-GBG-R	18.41	
** LAST PAYMENT MADE: 6/13/2017		7/20/2016							
02-04142-03-0	GARCIA, THOMAS T	104.43	100-WATER	36.96	200-SEWER	50.24	300-GBG-R	17.23	
** LAST PAYMENT MADE: 6/30/2017		6/20/2016							
02-06910-05-0	DELILAH'S GRUB	45.14	100-WATER	16.15	200-SEWER	7.67	301-GBG-C	21.32	
** LAST PAYMENT MADE: 4/26/2016		5/20/2016							
02-08540-13-0	GEHRING, NORMA D	78.25	100-WATER	26.45	200-SEWER	29.13	300-GBG-R	20.87	
** LAST PAYMENT MADE: 11/02/2015		12/20/2015	800-PEN-WS	1.27	801-PEN-GB	0.53			
02-10421-03-0	INSANE INK TATTOO STUDIO	1.73	100-WATER	0.98	200-SEWER	0.75			
** LAST PAYMENT MADE: 12/31/2015		2/20/2016							
02-13550-19-0	OLALDE, STEPHANIE	107.35	100-WATER	39.90	200-SEWER	38.11	300-GBG-R	25.33	
** LAST PAYMENT MADE: 10/30/2015		12/20/2015	800-PEN-WS	3.04	801-PEN-GB	0.97			
02-14750-04-0	MUNOZ, VIRGINIO R	230.24	100-WATER	53.99	200-SEWER	88.79	300-GBG-R	52.41	
** LAST PAYMENT MADE: 3/07/2016		4/20/2016	800-PEN-WS	27.54	801-PEN-GB	7.51			
02-16810-12-0	LOERA, FLORESTELA & DA	87.63	100-WATER	27.46	200-SEWER	34.83	300-GBG-R	23.21	
** LAST PAYMENT MADE: 9/15/2015		10/20/2015	800-PEN-WS	1.52	801-PEN-GB	0.61			
02-17523-05-0	SILVA, VILMA	140.13	100-WATER	50.96	200-SEWER	55.13	300-GBG-R	27.30	
** LAST PAYMENT MADE: 12/01/2015		1/20/2016	800-PEN-WS	5.44	801-PEN-GB	1.30			

Attachment: BAD DEBT REPORT CORRECTED (2743 : Bad Debt-Utilities CORRECTED)

08-31-2018 10:39 AM
 G/L POSTING DATE: 8/31/2018
 PACKET: 12003
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT
 FLAG ACCOUNT: NO

WRITE OFF AUDIT REGISTER

** TRANSFER TO BAD DEBT **

PAGE

1.3.9.a

ACCOUNT NO	NAME	BALANCE LAST BILL						
02-20100-10-0	OSTIEN, STACEY C	1.71	100-WATER	0.67	200-SEWER	0.70	300-GBG-R	0.34
** LAST PAYMENT MADE: 12/30/2015		1/20/2016						
02-20990-09-0	CASTILLO, OMAR	125.01	100-WATER	66.94	200-SEWER	33.74	300-GBG-R	19.09
** LAST PAYMENT MADE: 6/30/2016		8/20/2016	800-PEN-WS	4.02	801-PEN-GB	1.22		
02-21384-05-0	GARZA, VERONICA A	72.69	100-WATER	21.98	200-SEWER	30.43	300-GBG-R	20.28
** LAST PAYMENT MADE: 0/00/0000		2/20/2016						
02-21388-07-0	ESPARZA, MICHELLE V	8.11	100-WATER	2.71	200-SEWER	3.52	300-GBG-R	1.88
** LAST PAYMENT MADE: 12/07/2015		1/20/2016						
02-21388-08-0	HERNANDEZ, VERONICA M	126.64	100-WATER	46.72	200-SEWER	44.81	300-GBG-R	29.87
** LAST PAYMENT MADE: 8/03/2016		9/20/2016	800-PEN-WS	4.14	801-PEN-GB	1.10		
02-21517-02-0	GUZMAN GONZALEZ, GLADIS	170.52	100-WATER	59.71	200-SEWER	70.64	300-GBG-R	32.74
** LAST PAYMENT MADE: 5/19/2016		7/20/2016	800-PEN-WS	6.02	801-PEN-GB	1.41		
02-21539-05-0	RUBALCABA, JUAN	80.98	100-WATER	30.66	200-SEWER	28.59	300-GBG-R	19.06
** LAST PAYMENT MADE: 12/31/2015		2/20/2016	800-PEN-WS	1.95	801-PEN-GB	0.72		
02-22016-07-0	FIGUEROA, NARCEDALIA	145.06	100-WATER	53.78	200-SEWER	46.24	300-GBG-R	24.45
** LAST PAYMENT MADE: 5/30/2017		6/20/2016	800-PEN-WS	16.41	801-PEN-GB	4.18		
02-22035-00-0	YANEZ, MARGARITA L	173.56	100-WATER	67.98	200-SEWER	59.91	300-GBG-R	35.62
** LAST PAYMENT MADE: 3/29/2016		5/20/2016	800-PEN-WS	7.71	801-PEN-GB	2.34		
03-02630-08-0	CASTILLO, KARLA E	43.78	100-WATER	24.32	200-SEWER	11.21	300-GBG-R	7.12
** LAST PAYMENT MADE: 12/29/2015		2/20/2016	800-PEN-WS	0.83	801-PEN-GB	0.30		
03-03480-10-0	ORTIZ, GILBERTO E	6.74	100-WATER	1.94	200-SEWER	2.88	300-GBG-R	1.92
** LAST PAYMENT MADE: 6/09/2016		6/20/2016						
03-03490-04-0	CRUZ, ASHLEY N	95.48	100-WATER	41.47	200-SEWER	33.97	300-GBG-R	16.28
** LAST PAYMENT MADE: 5/15/2017		6/20/2016	800-PEN-WS	2.94	801-PEN-GB	0.82		
03-04402-17-0	SLOVAK, ANNIE MARIE	53.21	100-WATER	27.17	200-SEWER	14.39	300-GBG-R	9.60
** LAST PAYMENT MADE: 10/29/2015		12/20/2015	800-PEN-WS	1.46	801-PEN-GB	0.59		
03-06115-03-0	AMAR, DOMINIQUE A	156.92	100-WATER	71.11	200-SEWER	47.00	300-GBG-R	31.34
** LAST PAYMENT MADE: 10/22/2015		12/20/2015	800-PEN-WS	6.07	801-PEN-GB	1.40		
03-06128-04-0	GALVAN, GEORGETTE	277.51	100-WATER	103.24	200-SEWER	120.85	300-GBG-R	38.98
** LAST PAYMENT MADE: 10/27/2015		12/20/2015	800-PEN-WS	12.57	801-PEN-GB	1.87		
03-06143-07-0	VASQUEZ, ESTEFANA R	64.22	100-WATER	27.69	200-SEWER	19.86	300-GBG-R	14.60
** LAST PAYMENT MADE: 2/02/2016		3/20/2016	800-PEN-WS	1.48	801-PEN-GB	0.59		
03-08030-13-0	ALVAREZ, BRENDA L	138.82	100-WATER	47.16	200-SEWER	56.00	300-GBG-R	29.82
** LAST PAYMENT MADE: 10/27/2015		12/20/2015	800-PEN-WS	4.65	801-PEN-GB	1.19		
03-12510-05-0	ALONSO, LIZZETH	16.49	100-WATER	7.32	200-SEWER	5.97	300-GBG-R	3.20
** LAST PAYMENT MADE: 12/31/2015		1/20/2016						

Attachment: BAD DEBT REPORT CORRECTED (2743 : Bad Debt-Utilities CORRECTED)

08-31-2018 10:39 AM
 G/L POSTING DATE: 8/31/2018
 PACKET: 12003
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT
 FLAG ACCOUNT: NO

WRITE OFF AUDIT REGISTER
 ** TRANSFER TO BAD DEBT **

PAGE 1.3.9.a

ACCOUNT NO	NAME	BALANCE LAST BILL						
03-14200-06-0	RECIO, JOSEFINA	2.91	100-WATER	1.24	200-SEWER	1.00	300-GBG-R	0.67
** LAST PAYMENT MADE: 12/29/2015		1/20/2016						
03-14200-07-0	CHAVEZ, ADRIANA	90.74	100-WATER	31.49	200-SEWER	33.83	300-GBG-R	22.55
** LAST PAYMENT MADE: 5/03/2016		6/20/2016	800-PEN-WS	2.12	801-PEN-GB	0.75		
03-15215-05-0	ALANIS, LUIS	115.81	100-WATER	35.80	200-SEWER	51.57	300-GBG-R	23.72
** LAST PAYMENT MADE: 11/17/2015		1/20/2016	800-PEN-WS	3.67	801-PEN-GB	1.05		
03-15530-02-0	PERALES, MIGUEL A	84.07	100-WATER	38.94	200-SEWER	25.31	300-GBG-R	16.32
** LAST PAYMENT MADE: 9/30/2015		11/20/2015	800-PEN-WS	2.74	801-PEN-GB	0.76		
03-18846-03-0	MEDRANO, JOSE H	63.84	100-WATER	35.14	200-SEWER	17.22	300-GBG-R	11.48
** LAST PAYMENT MADE: 10/05/2015		10/20/2015						
03-18879-03-0	URBINA, ELOISA	168.81	100-WATER	47.74	200-SEWER	84.79	300-GBG-R	28.35
** LAST PAYMENT MADE: 12/28/2015		2/20/2016	800-PEN-WS	6.45	801-PEN-GB	1.48		
03-20247-10-0	ZEPEDA, JESSICA G	4.02	100-WATER	1.42	200-SEWER	1.77	300-GBG-R	0.83
** LAST PAYMENT MADE: 5/16/2016		6/20/2016						
03-20250-03-0	MANCHA, AURORA	39.17	100-WATER	13.39	200-SEWER	20.00	300-GBG-R	5.78
** LAST PAYMENT MADE: 10/30/2015		11/20/2015						
03-20287-01-0	BRAGA, CHARMINE R	48.37	100-WATER	31.43	200-SEWER	13.18	300-GBG-R	3.76
** LAST PAYMENT MADE: 5/17/2016		5/20/2016						
03-20348-01-0	DE LA GARZA, LORENA	111.23	100-WATER	50.79	200-SEWER	37.07	300-GBG-R	18.37
** LAST PAYMENT MADE: 5/03/2016		6/20/2016	800-PEN-WS	3.94	801-PEN-GB	1.06		
03-20354-03-0	ALVAREZ INVESTMENTS, INC	19.69	100-WATER	19.69				
** LAST PAYMENT MADE: 12/04/2015		12/20/2015						
03-20472-01-0	A & L ALONSO LLC	62.47	100-WATER	20.51	200-SEWER	8.94	301-GBG-C	33.00
** LAST PAYMENT MADE: 5/31/2016		6/20/2016	800-PEN-WS	0.01	801-PEN-GB	0.01		
03-22422-09-0	BAROCIO, RICARDO	90.18	100-WATER	28.93	200-SEWER	35.37	300-GBG-R	23.51
** LAST PAYMENT MADE: 9/18/2015		11/20/2015	800-PEN-WS	1.72	801-PEN-GB	0.65		
03-22755-13-0	CHAVEZ, CARLOS JR	117.09	100-WATER	38.52	200-SEWER	47.82	300-GBG-R	26.26
** LAST PAYMENT MADE: 5/03/2016		6/20/2016	800-PEN-WS	3.46	801-PEN-GB	1.03		
03-22762-12-0	HENSON, ALICIA	164.18	100-WATER	53.68	200-SEWER	50.67	300-GBG-R	36.61
** LAST PAYMENT MADE: 6/17/2016		8/20/2016	800-PEN-WS	17.20	801-PEN-GB	6.02		
03-22982-13-0	CORTEZ, CASSANDRA	65.37	100-WATER	30.37	200-SEWER	18.04	300-GBG-R	14.76
** LAST PAYMENT MADE: 9/02/2015		10/20/2015	800-PEN-WS	1.58	801-PEN-GB	0.62		
03-23430-07-0	VALLADO, CRYSTAL L	73.54	100-WATER	33.96	200-SEWER	24.06	300-GBG-R	11.88
** LAST PAYMENT MADE: 2/17/2016		4/20/2016	800-PEN-WS	2.88	801-PEN-GB	0.76		
03-23900-10-0	VALDEZ, JUAN E	83.02	100-WATER	27.41	200-SEWER	32.09	300-GBG-R	21.40
** LAST PAYMENT MADE: 10/01/2015		11/20/2015	800-PEN-WS	1.51	801-PEN-GB	0.61		

Attachment: BAD DEBT REPORT CORRECTED (2743 : Bad Debt-Utilities CORRECTED)

08-31-2018 10:39 AM
 G/L POSTING DATE: 8/31/2018
 PACKET: 12003
 POSTING TYPE: BOTH
 COMMENT CODE: BAD -BAD DEBT
 FLAG ACCOUNT: NO

WRITE OFF AUDIT REGISTER
 ** TRANSFER TO BAD DEBT **

PAGE 1.3.9.a

ACCOUNT NO	NAME	BALANCE LAST BILL						
03-28200-00-0	ARREDONDO, EVA	152.05	100-WATER	72.16	300-GBG-R	56.86	800-PEN-WS	14.28
	** LAST PAYMENT MADE: 1/27/2016	3/20/2016	801-PEN-GB	8.75				
03-28500-00-0	CADENGO, ARNOLDO	40.00	100-WATER	14.88	200-SEWER	17.66	300-GBG-R	7.46
	** LAST PAYMENT MADE: 8/24/2018	2/20/2016						
03-29500-06-0	VASQUEZ, LOUIS MICHAEL	169.77	100-WATER	55.63	200-SEWER	75.87	300-GBG-R	30.40
	** LAST PAYMENT MADE: 6/06/2016	7/20/2016	800-PEN-WS	6.41	801-PEN-GB	1.46		
03-30040-00-0	CEDARS, DONALD E	193.82	100-WATER	79.71	200-SEWER	69.91	300-GBG-R	33.42
	** LAST PAYMENT MADE: 4/18/2016	6/20/2016	800-PEN-WS	8.61	801-PEN-GB	2.17		
03-30222-01-0	CHAVEZ, JOSE ERIC	71.73	100-WATER	25.03	200-SEWER	33.54	300-GBG-R	13.16
	** LAST PAYMENT MADE: 6/30/2016	7/20/2016						
03-30263-06-0	ZAMBRANO, PETRA ALICIA	129.72	100-WATER	46.60	200-SEWER	56.08	300-GBG-R	20.46
	** LAST PAYMENT MADE: 9/29/2015	11/20/2015	800-PEN-WS	5.41	801-PEN-GB	1.17		
03-32020-03-0	GARCIA, PABLO J	34.22	100-WATER	14.88	200-SEWER	13.68	300-GBG-R	5.66
	** LAST PAYMENT MADE: 3/31/2016	4/20/2016						
TOTALS NUMBER OF ACCOUNTS:			60	6,273.20	100-WATER	2,481.93	200-SEWER	2,161.41
					301-GBG-C	54.32	600-6.25%	1.53
					800-PEN-WS	286.55	801-PEN-GB	77.62
							602-2% CTY	0.49

ACCOUNT	SOURCE NAME	AMOUNT
01 -1320	ACCOUNTS RECEIVABLE GARBAGE	1,265.69CR
01 -1320.01	PENALTIES RECEIVABLE	77.62CR
01 -512-99115	BAD DEBT EXPENSE	1,343.31
05 -1300	WATER ACCOUNTS RECEIVABLE	2,481.93CR
05 -1301	SEWER ACCOUNTS RECEIVABLE	2,161.41CR
05 -1302	A/R Penalties W & S	286.55CR
05 -502-99115	BAD DEBT EXPENSE	2,768.48
05 -534-99115	BAD DEBT EXPENSE	2,161.41

WARNINGS: 0
 ERRORS: 0

** END OF REPORT **

Attachment: BAD DEBT REPORT CORRECTED (2743 : Bad Debt-Utilities CORRECTED)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Public Hearing
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2747)

DOC ID: 2747

**Public Hearing to receive comments from the public on the
proposed budget for fiscal year 2018/2019.**

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2720)

DOC ID: 2720 A

**Consideration and ACTION to approve funding for the
Cowboy Cook Off & Concert.**

Last year the Rodeo had the first annual cook-off. The City sponsored it for \$1,000. They are doing it again this year and adding a concert. The Chairman, Mike Todd will be at the meeting to present the information.

SMOKIN-HWY-100

COOK-OFF & CONCERT

LOS FRESNOS, TX.

November, 16-17, 2018



Sponsorship Packages

1. **Firday Concert Sponsor (Jaime y Los Chamacos) \$1,500**

- a. Media Advertising Name Recognition
- b. Announced as a concert sponsor during concert
- c. Webpage Listing
- d. Banner or Sign on Stage
- e. Flyer Listing *(name listing only if committed by 10/1/2018)*
- f. 12 Concert Tickets *(cost for extra tickets)*
- g. Space for Banners Outside Arena
- h. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

2. **Smokin' Cook-Off Sponsor \$1,000**

- a. Media Advertising Name Recognition
- b. Announced as a event sponsor during Cook-Off
- c. Webpage Listing
- d. One 3' x 8' Sign Cooking Arena
- e. Flyer Listing *(name listing only if committed by 10/1/2018)*
- f. 6 Concert Tickets *(cost for extra tickets)*
- g. Space for six Banners Cooking Arena
- h. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

3. **Brisket Sponsor \$500**

- a. Announced as one of the Brisket Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

4. Pork Spare Ribs Sponsor \$500

- a. Announced as one of the Pork Spare Ribs Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

5. Chicken Sponsor \$500

- a. Announced as one of the Chicken Event Sponsors
- b. Webpage Listing
- c. One 3' x 8' Sign Cooking Arena
- d. Flyer Listing *(name listing only if committed by 10/1/2018)*
- e. Space for two Banners in Cooking Arena Outside Arena
- f. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

6. Jackpot Sponsor \$300

- a. Announced as one of the Jackpot Event Sponsors
- b. One 3' x 8' Sign Cooking Arena
- c. Flyer Listing *(name listing only if committed by 10/1/2018)*
- d. Smokin' Hwy 100 Tee Shirts (Two) or Caps (Two)

6. Cooking Team Sponsor \$300

- a. Covers entry fees for Cooking Team Sponsors
- b. Space for Banner (no larger than 3' x 8')

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ORDINANCE (ID # 2723)

DOC ID: 2723 A

**Consideration and ACTION to approve the first reading of
Ordinance 494 adopting the budgets for fiscal year
2018/2019.**

I recommend approval.

ORDINANCE NO. 494**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LOS FRESNOS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR THE PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.**

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

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

WHEREAS, the City Manager of the City of Los Fresnos has prepared and presented to the City Council a budget for the fiscal year October 1, 2018 through September 30, 2019; and

WHEREAS, workshops on said budget were called for on August 23, 2018, August 28, 2018, and a public hearing was held on September 11, 2018 at 6:00 p.m. by publication in a newspaper of general circulation at least ten days and not more than thirty days before the public hearings to be held at the City Hall in the City of Los Fresnos, Texas, where and when any and all interested persons might appear and be heard with reference to any item contained in said budget; and

WHEREAS, said public hearing was held on September 11, 2018 at the time and place aforesaid, and the said budget was discussed, and all interested persons were given an opportunity to be heard on any matter relative thereto, and all interested persons having appeared and been heard, and there be not other persons seeking to be heard with reference to any matter concerning said budget, the said public hearings were closed.

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

SECTION 1. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2018 through September 30, 2019 will increase from last year's total property tax budget by \$ 143,054 or 8%.

SECTION 2. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2018 through September 30, 2019 is hereby adopted by this Ordinance. A summary of the budget adopted is hereby attached and incorporated herein as Exhibit A and the complete detail budget adopted by this Ordinance is incorporated hereby reference and shall be made available for public inspection at the Office of the City Secretary during regular business hours.

SECTION 3. That the City Council is authorized to amend the budget from time to time during the fiscal year should there be changes in revenues and expenditures according to law. An unanticipated need and an emergency shall be defined by and expenditures increased only upon a majority vote of the City Council.

SECTION 4. That once a month the Director of Finance shall present the City Council a written report showing the city's financial condition to date. Such report shall include the status of all revenues and expenditures of the city by each fund and department. The Director of Finance shall also present said report to the head of each city department.

INTRODUCED and APPROVED on the first reading this 11th day of September, 2018.

APPROVED and PASSED on the second reading this 13th day of September, 2018 at a meeting of the City Council of the City of Los Fresnos, Texas, at which a quorum was present and which was held in accordance with the laws of the State of Texas.

CITY OF LOS FRESNOS

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ORDINANCE (ID # 2722)

DOC ID: 2722 A

Consideration and ACTION to approve the first reading of Ordinance 493 approving the 2018 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.

This sets the tax rate at a total of \$0.715 per \$100 valuation for the 12th consecutive year. The operations tax rate is \$0.5619 per \$100 valuation and the debt tax rate is \$0.1531 per \$100 valuation.

I recommend approval.

ORDINANCE NO. 493

**AN ORDINANCE APPROVING THE TAX ROLL FOR 2018 AND LEVYING
MUNICIPAL AD VALOREM TAXES FOR THE USE, BENEFIT AND SUPPORT
OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LOS FRESNOS,
TEXAS; AND DIRECTING THE ASSESSMENT AND COLLECTION
THEREOF.**

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

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

WHEREAS, the City Council finds that the tax for the year 2018 herein after levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year.

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

SECTION 1. The Tax Appraisal Roll of the City of Los Fresnos for 2018, as heretofore approved and certified by the Cameron Appraisal District, is hereby approved, together with those supplemental rolls, which the Cameron Appraisal District deems necessary to complete the 2018 Certified Roll.

SECTION 2. For the current expenses of the City of Los Fresnos and for the general improvements of the City and its property, also known as maintenance and operations expenses, there is hereby levied and ordered to be assessed and collected for the year 2018, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos, and not exempt from taxation by valid laws, and ad valorem tax at the rate of \$0.561900 on the one hundred (\$100.00) dollars valuation of such property.

THE TOTAL TAX RATE WILL REMAIN THE SAME AS PREVIOUS YEARS.

SECTION 3. For the purpose of paying interest and providing a sinking fund for the payment of each issue of certificates of obligation issued for various municipal purposes heretofore issued by the City of Los Fresnos, including the various installments of

principal falling due during the ensuing year on certificates of obligation issued for such purposes, there is hereby levied and ordered to be assessed and collected for the year 2018 and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.153100 on the one hundred (\$100.00) dollars valuation of such property.

SECTION 4. For the purpose of collecting ad valorem taxes levied and ordered to be assessed and collected for the year 2018, and for each year thereafter until it be otherwise provided and ordained, payment shall become due on the first day of October of the year for which the levy is made and may be paid up to and including the following January 31st, without penalty, and discounts shall be allowed on said taxes if paid as follows, to wit:

- (1) Three percent (3%) if payment is received in the month of October; and
- (2) Two percent (2%) if payment is received in the month of November; and
- (3) One percent (1%) if payment is received in the month of December; and
- (4) Gross amount without penalty is due in the month of January; and

If not paid before February 1, 2019 said taxes shall become delinquent and the following penalty shall be payable thereon, to wit:

	<u>PENALTY</u>	<u>INTEREST</u>	<u>TOTAL</u>
February 1	6%	1%	7%
March 1	7%	2%	9%
April 1	8%	3%	11%
May 1	9%	4%	13%
June 1	10%	5%	15%
July 1	12%	6%	18%
Each month thereafter		+1%	+1%

From February 1, 2019 delinquent tax accrues interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Attorney fees may accrue as provided by law.

SECTION 5. The unpaid taxes on all years prior to 2018 shall continue to be delinquent as of February 1st of the year next succeeding the year for which such taxes were levied and assessed and shall be subject to penalty and interest as governed by Section 33.01, Texas Property Tax Laws, Annotated 1982.

SECTION 6. This Ordinance shall become effective immediately upon its passage.

INTRODUCED and APPROVED on the first reading this 11th day of September, 2018.

APPROVED and PASSED on the second reading this the 13th day of September, 2018.

CITY OF LOS FRESNOS

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: ORDINANCE 493 ON ADOPTING TAX RATE 2018 (2722 : Tax Rate Ordinance 493)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

RESOLUTION (ID # 2751)

DOC ID: 2751 A

Consideration ACTION on approval of a resolution relating to establishing the city's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various city improvements from the proceeds of tax-exempt obligations to be issued by the city for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

This is a standard resolution that we need to approve so any lawful expenditures relating to the City Hall or other project we undertake will qualify for reimbursement once the funds become available. In most cases expenses are not incurred until after the funds become available but some instances it might be necessary so this protects the city to be sure we get reimbursed.

I recommend approval.

RESOLUTION NO. 10-2018

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX- EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the City Council (the *Governing Body*) of the City of Los Fresnos, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (a) (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, improving, enlarging, repairing, and extending the City's combined utility system; (3) constructing park and park related improvements; (4) completion of City Hall construction and improvements including furniture, fixtures and equipment as well as related parking; and (5) the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements (the *Construction Costs*), (b) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (c) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (d) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the Issuer intends to reimburse itself for the prior lawful capital expenditure of funds from the proceeds of one or more series of taxable or tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$1,000,000 to finance a portion of the costs of the Project; and

WHEREAS, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 3. The Issuer intends to otherwise comply with those matters addressed within this Resolution.

SECTION 4. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law.

SECTION 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 6. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED by the City Council on this 11th day of September 2018.

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: Reimbursement Resolution 10-2018 (2751 : Resolution 10-2018)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ORDINANCE (ID # 2752)

DOC ID: 2752 A

Consideration and ACTION to approve ordinance 495 by the city council of the city of Los Fresnos, Texas authorizing the issuance of “City of Los Fresnos, Texas tax notes, series 2018”, levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the obligations; authorizing the execution of a paying agent/registrar agreement and a purchase and investment letter; complying with the letter of representations previously executed with the depository trust company; authorizing the execution of any necessary engagement agreements with the city’s financial advisors and/or bond counsel; and providing an effective date.

This is the first reading of the ordinance to issue financing for \$1,000,000 as directed by the Council during the budget workshops to complete the City Hall. It is very favorable with only a 7 year pay back and an interest rate not to exceed 2.92%. Our budget will cover the payment.

I recommend approval.

ORDINANCE NO. 495

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF LOS FRESNOS, TEXAS TAX NOTES, SERIES 2018”, LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE OBLIGATIONS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE OBLIGATIONS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE CITY’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the City Council (the *Governing Body*) of the City of Los Fresnos, Texas (the *Issuer*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred for the construction of any public works, for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer’s authorized needs and purposes, and for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the Governing Body hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, improving, enlarging, repairing, and extending the City’s combined utility system; (3) constructing park and park related improvements and equipment; (4) completion of City Hall construction and improvements including furniture, fixtures and equipment as well as related parking; (5) the

purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (6) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

THAT:BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000), to be designated and bear the title of “CITY OF LOS FRESNOS, TEXAS TAX NOTES, SERIES 2018” (the *Obligations*), for the purpose of providing funds for (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, improving, enlarging, repairing, and extending the City’s combined utility system; (3) constructing park and park related improvements and equipment; (4) completion of City Hall construction and improvements including furniture, fixtures and equipment as well as related parking; (5) the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (6) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, particularly Chapter 1431, as amended, Texas Government Code, an ordinance adopted by the Governing Body on September 11, 2018, and the City’s Home Rule Charter.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated September 1, 2018 (the *Dated Date*) and shall be issued in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof (within a Stated Maturity), shall be lettered “R-” and numbered consecutively from one (1) upward and principal shall become due and payable on February 1 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2019	135,000	2.93
2020	135,000	2.93
2021	140,000	2.93
2022	140,000	2.93
2023	145,000	2.93
2024	150,000	2.93
2025	155,000	2.93

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined), or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on February 1 and August 1 in each year, (each, an *Interest Payment Date*) commencing February 1, 2019, while the Obligations are Outstanding.

SECTION 3: Payment of Obligations - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Obligations, due and payable by reason of Stated Maturity, redemption or otherwise, shall be payable, without exchange or collection charges to the Holder (as hereinafter defined), appearing on the registration and transfer books maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Obligations shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Obligations.

The selection and appointment of ZB, N.A., Houston, Texas (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Obligations is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Obligations, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Obligations are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Obligations appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Obligations, (ii) on the date of surrender of the Obligations for purposes of receiving payment of principal thereof upon redemption of the Obligations or at the Obligations' Stated Maturity, and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of an Obligation for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of an Obligation appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Optional Redemption of Obligations. The Obligations having Stated Maturities on and after February 1, 2019 shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on any date, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

B. Exercise of Redemption Option. At least fifty (50) days prior to a date set for the redemption of the Obligations (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Obligations, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Obligations shall be entered in the minutes of the Governing Body of the Issuer.

C. Selection of Obligations for Redemption. If less than all Outstanding Obligations of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Obligations to be redeemed, provided that if less than the entire principal amount of an Obligation is to be redeemed, the Paying Agent/Registrar shall treat

such Obligation then subject to redemption as representing the number of Obligations Outstanding which is obtained by dividing the principal amount of such Obligation by \$5,000.

D. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Obligations, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of an Obligation to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Obligations, (ii) identify the Obligations to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Obligations, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Obligations, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If an Obligation is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Obligation (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Obligations (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Obligation (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Obligations shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

E. Transfer/Exchange of Obligations. Neither the Issuer nor the Paying Agent/Registrar shall be required (i) to transfer or exchange any Obligation during a period beginning forty-five (45) days prior to the date fixed for redemption of the Obligations or (ii) to transfer or exchange any Obligation selected for redemption, provided; however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of an Obligation which is subject to redemption in part.

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by its Mayor under the seal of the Issuer reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Obligation shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Obligation either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Obligation shall be conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations. A Security Register relating to the registration, payment, transfer, or exchange of the Obligations shall at all times be kept and maintained by the Issuer at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Obligations, or, if appropriate, the nominee thereof, issued under and pursuant to the provisions of this Ordinance. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Obligation at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Obligations of authorized denominations and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Obligation or Obligations surrendered for transfer.

At the option of the Holder, Obligations may be exchanged for other Obligations of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Obligations surrendered for exchange upon surrender of the Obligations to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Obligations are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Obligations to the Holder requesting the exchange.

All Obligations issued upon any transfer or exchange of Obligations shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Obligations surrendered upon such transfer or exchange.

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: Initial Obligations. The Obligations herein authorized shall be initially issued as a single fully registered Obligation in the aggregate principal amount of \$1,000,000 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Obligations*), and the Initial Obligations shall be registered in the name of the Purchasers (defined herein) or the designee thereof. The Initial Obligations shall be the Obligations submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Obligations, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Obligations delivered hereunder and exchange therefor Definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

A. Forms Generally. The Obligations, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Obligations shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the insurance legends in the event the Obligations, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Obligations as evidenced by their execution thereof. Any portion of the text of any Obligation may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Obligation.

The definitive Obligations shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Obligations as evidenced by their execution thereof, but the Initial Obligation(s) submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

[The remainder of this page intentionally left blank.]

B. Form of Definitive Obligation.REGISTERED
NO. _____REGISTERED
PRINCIPAL AMOUNT
\$ _____United States of America
State of Texas
County of Cameron
CITY OF LOS FRESNOS, TEXAS
TAX NOTES, SERIES 2018Dated Date:
September 1, 2018Interest Rate:
_____Stated Maturity:
_____CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Los Fresnos, Texas (the *Issuer*), a body corporate and a municipal corporation in the County of Cameron, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Closing Date, anticipated to occur on or about September 27, 2018, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year (each, an Interest Payment Date) commencing February 1, 2019.

Principal on this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Obligation (or one or more Predecessor Obligations, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security

Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$1,000,000 (the *Obligations*) pursuant to an ordinance adopted by the Governing Body of the Issuer (the *Ordinance*), for the purpose of (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, improving, enlarging, repairing, and extending the City's combined utility system; (3) constructing park and park related improvements and equipment; (4) completion of City Hall construction and improvements including furniture, fixtures and equipment as well as related parking; (5) the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements; and (6) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects, all in conformity with the laws of the State of Texas, including Chapter 1431, as amended, Texas Government Code, an ordinance adopted by the Governing Body on September 11, 2018, and the City's Home Rule Charter.

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

As specified in the Ordinance, the Obligations stated to mature on and after February 1, 2019 shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on any date, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Ordinance. If this Obligation is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Obligation to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Obligation or Obligations of like Stated Maturity and interest rate in any authorized denominations provided by the Ordinance.

If this Obligation (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Obligation (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. In the event of a partial redemption of the principal amount of this Obligation, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Obligation to the corporate trust office of the Paying Agent/Registrar and, there shall be issued to the registered owner hereof, without charge, a new Obligation or Obligations of like maturity

and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof. If this Obligation is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Obligation within fifty (50) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Obligations; the terms and conditions relating to the transfer or exchange of the Obligations; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Obligation may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Obligation, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Obligations of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Obligation in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Obligations does not exceed any

constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Obligations by the levy of a tax as aforesated. In case any provision in this Obligation or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Obligation and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Issuer has caused this Obligation to be duly executed under its official seal.

CITY OF LOS FRESNOS, TEXAS

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

[The remainder of this page intentionally left blank.]

Attachment: Ordinance 495 [Revision 5] (2752 : Ordinance 495)

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Obligations Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Obligation has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Not to appear on printed Obligations.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Obligation has been duly issued under the provisions of the within-mentioned Ordinance; the Obligation or Obligations of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:	ZB, N.A., Houston, Texas, as Paying Agent/Registrar
-----------------------	--

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
 the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Obligation in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. The Initial Obligations shall be in the respective forms set forth in paragraph B of this Section, except that the form of a single fully registered Initial Obligation shall be modified as follows:

- (i) immediately under the name of the Obligation(s) the headings “Interest Rate _____” and “Stated Maturity _____” shall both be completed “as shown below”;
- (ii) the first two paragraphs shall read as follows:

Registered Owner: _____

Principal Amount: _____

The City of Los Fresnos, Texas (the *Issuer*), a body corporate and municipal corporation in the County of Cameron, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the first day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from
schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 27, 2018), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, (each, an *Interest Payment Date*) commencing February 1, 2019.

Principal of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office ZB, N.A., Houston, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the

Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the definitive Obligations and the Initial Obligations shall bear an appropriate legend as provided by the insurer.

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Ordinance have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, Mayor Pro Tem, the City Manager, the Director of Finance, and/or the City Secretary.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligations in exchange for the payment in full by the Purchasers.

C. The term *Issuer* shall mean the City of Los Fresnos, Texas located in the County of Cameron, Texas and, where appropriate, the Governing Body of the Issuer.

D. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

E. The term *Depository* shall mean an official depository bank of the Issuer.

F. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment

quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

G. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Obligation.

H. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being February 1 and August 1 of each year, commencing February 1, 2019, while any of the Obligations remain Outstanding.

I. The term *Obligation Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

J. The term *Obligations* shall mean the \$1,000,000 “CITY OF LOS FRESNOS, TEXAS TAX NOTES, SERIES 2018” authorized by this Ordinance.

K. The term *Ordinance* shall mean this ordinance finally adopted by the Governing Body of the Issuer on September 11, 2018.

L. The term *Outstanding* when used in this Ordinance with respect to Obligations shall mean, as of the date of determination, all Obligations issued and delivered under this Ordinance, except:

- (1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Ordinance; and
- (3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on February 1 of each year, as set forth in Section 2 of this Ordinance.

SECTION 10: Obligation Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated “TAX NOTES, SERIES 2018, INTEREST AND SINKING FUND” (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable,

or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any Fund created and established pursuant to the provisions of this Ordinance may, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Obligations being (i) the interest on the Obligations and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Obligations or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Obligation Fund and are thereafter pledged to the payment of the Obligations. The Governing Body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the Issuer.

SECTION 12: Deposits to Obligation Fund – Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from

other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes, as described in Section 1 hereof, shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security for Funds. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Obligations surrendered for payment, transfer, redemption, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations. If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Obligation has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Obligations.

SECTION 18: Sale of Obligations - Purchase and Investment Letter Approval – Use of Proceeds. The Obligations authorized by this Ordinance are hereby sold by the Issuer to ZB, N.A., Houston, Texas (the *Purchaser*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated September 11, 2018 attached hereto as Exhibit B and incorporated hereby by reference as a part of this Ordinance for all purposes. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial

Obligations shall be registered in the name of ZB, N.A. The Mayor of the Issuer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Obligations shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be constructed with the proceeds of the Obligations. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Obligations pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Ordinance.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date shall mean the date of physical delivery of the Initial Obligations in exchange for the payment in full by the Purchasers.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Obligations.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Obligations are invested and which is not acquired to carry out the governmental purposes of the Obligations.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Obligations. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Obligations has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligations to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Obligations to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Obligations:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Obligations, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Obligations or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Obligations to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Obligations to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (i) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (ii) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (iii) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will cause the Obligations to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection J of this Section:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Obligation is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Obligations with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Obligations, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Obligations not been relevant to either party.

J. No Rebate Required. The Issuer need not comply with the covenants and duties imposed by the provisions of Subsection H. of this Section if:

- (1) the Issuer is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Obligations and all income from the investment thereof will be used for the governmental activities of the Issuer;
- (3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the Issuer or any subordinate entity in the calendar year in which the Obligations are issued is not reasonably expected to exceed \$5,000,000; and
- (4) the Issuer otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

L. Elections. The Issuer hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Obligations. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Obligations as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Obligations, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2018 by the Issuer (including any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as is necessary in order that the Obligations will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 20: Control and Custody of Obligations. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Obligations to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Obligations, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the Issuer’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Obligations to the Purchasers and the initial exchange thereof for definitive Obligations.

SECTION 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, on or prior to, the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Obligations. In the event of a defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Obligations. As and to the extent applicable (if at all), the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Obligations, such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Obligations that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Obligations immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Obligations, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Obligations.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Obligations, said

opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Ordinance a Contract; Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Obligations, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 27: Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number

shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 32: Authorization of Paying Agent/Registrar Agreement. The Governing Body of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based thereon or on this Ordinance against any official of the Issuer or any person executing any Obligation.

SECTION 36: Continuing Disclosure Undertaking.

Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

SECTION 37: Book-Entry Only System.

The Obligations may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligations described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, or interest on the Obligations pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the

availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Obligation and all notices with respect to such Obligation shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Accounting Reports. The Issuer shall provide annually to the Purchasers, for so long as they are the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2018, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 40: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership

corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 41: Contracts with Financial Advisor and/or Bond Counsel. The Governing Body authorizes each Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Estrada Hinojosa & Company, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Obligations. In addition, the Governing Body also authorizes each Authorized Official, or their designees, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the Bond Counsel to the City.

SECTION 42: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the City Council of the City of Los Fresnos, Texas, this the 11th day of September, 2018.

CITY OF LOS FRESNOS, TEXAS

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: Ordinance 495 [Revision 5] (2752 : Ordinance 495)

INDEX TO EXHIBITS

Exhibit A.....	Paying Agent/Registrar Agreement
Exhibit B.....	Purchase Contract
Exhibit C.....	DTC Letter of Representations

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. ____

Attachment: Ordinance 495 [Revision 5] (2752 : Ordinance 495)

EXHIBIT B

Purchase Contract

See Tab No. ____

Attachment: Ordinance 495 [Revision 5] (2752 : Ordinance 495)

EXHIBIT C

DTC Letter of Representations

See Tab No. ____

Attachment: Ordinance 495 [Revision 5] (2752 : Ordinance 495)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2716)

DOC ID: 2716 A

Consideration and ACTION to approve an agreement to build the New City Hall.

This is the proposed agreement with D. Wilson Construction. It is standard language that most contracts have. One thing they wanted in the contract was for any disputes to go to arbitration not litigation. I don't have a problem with that but you might have some knowledge as to why it should be one way or the other. I am having our attorney look over the agreement.

I recommend approval contingent on attorney approval.



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of September in the year Two thousand eighteen.
(In words, indicate day, month and year.)

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

City of Los Fresnos
200 North Brazil
Los Fresnos, TX 78566

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

D. Wilson Construction
1207 East Pecan
McAllen, TX 78501

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

Los Fresnos City Hall
520 East Ocean Boulevard
Los Fresnos, TX 78566

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

Brown Reynolds Watford Architects, Inc. (BRW)
2700 Earl Rudder Freeway South, Suite 4000
College Station, TX 77845

The Owner and Contractor agree as follows.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: CITY HALL AGREEMENT (2716 : New City Hall Agreement)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be fixed in a notice to proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(—)~~ three hundred thirty (330) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Not Applicable.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor agrees to pay as Liquidated Damages the sum of five hundred dollars (\$500.00) for each calendar day that the work shall remain substantially incomplete after the expiration of the calendar days specified and any extended days allowed by the Owner's Representative in accordance with the Specifications, not as a penalty, but as liquidated damages and added expense for supervision and delay in obtaining the use of the work.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$—~~), Three million, two hundred sixty-six thousand, five hundred fifteen dollars (\$ 3,266,515.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 5 - Change screen fence from composite to cedar

Alternate No. 6 - Change 12 unique medallions to a single custom design

Alternate No. 12 - Delete backup generator & ATS

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>Not Applicable.</u>		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>Contingency Allowance</u>	<u>\$100,000.00</u>

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (~~—~~) thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%)~~ five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not Applicable.

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

☒ Arbitration pursuant to Section 15.4 of AIA Document ~~A201–2007~~A201–2007

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

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%—The lower of 6% (six percent) per annum or the maximum rate allowed under Chapter 2251, Texas Government Code.

§ 8.3 The Owner's representative:
(Name, address and other information)

Mark W. Milum
City Manager
200 North Brazil Street
Los Fresnos, TX 78566
956-233-5768

§ 8.4 The Contractor's representative:
(Name, address and other information)

Josue Reyes
Chief Executive Officer

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

P.O. Box 3455
McAllen, TX 78502
956-686-9573

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Not Applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 00 07 -	Seals Page		01 - 01
00 00 10 -	Table of Contents		01 - 05
00 00 15 -	List of Drawings		01 - 02
00 10 00 -	Bid Solicitation		01 - 01
00 20 00 -	Instructions to Proposers		01 - 03
00 30 00 -	Information Available to Proposers		01 - 01
00 30 00A -	Geotechnical Investigation Report		01 - 33
00 30 00B -	Geotechnical Supplementary Letter - Stiffened Slab-on-Grade Foundation		01 - 05
00 30 00C -	Geotechnical Supplementary Letter - Subgrade Treatment		01 - 02
00 42 00 -	Proposal Form		01 - 05
00 43 93 -	Proposal Submission Checklist		01 - 01
00 45 00 -	Representations and Certifications		01 - 01
00 45 00A -	Contractor's Qualification Statement		01 - 04
00 45 00B -	Non-Collusion Affidavit		01 - 01
00 45 00C -	Conflict of Interest Questionnaire		01 - 01
00 45 00D -	Equal Employment Opportunity Affidavit		01 - 01
00 50 00 -	General Form of Agreement		01 - 01
00 60 00 -	Bonds and Insurance		01 - 01
00 60 00A -	Bid Security, Performance Bond and Payment Bond		01 - 03
00 70 00 -	General Conditions of the Contract		01 - 01

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 -	Summary	01 - 05
01 21 00 -	Allowances	01 - 02
01 23 00 -	Alternates	01 - 03
01 25 00 -	Substitution Procedures	01 - 03
01 25 00A -	Attachment A (Substitution Request Form)	01 - 02
01 26 00 -	Contract Modification Procedures	01 - 02
01 29 00 -	Payment Procedures	01 - 04
01 31 00 -	Project Management and Coordination	01 - 09

01 32 00 - Construction Progress Documentation	01 - 05
01 32 33 - Photographic Documentation	01 - 02
01 33 00 - Submittal Procedures	01 - 10
01 33 00A - Attachment A (Submittal Transmittal)	01 - 01
01 40 00 - Quality Requirements	01 - 09
01 42 00 - Reference Standards	01 - 12
01 50 00 - Temporary Facilities and Controls	01 - 12
01 60 00 - Product Requirements	01 - 05
01 73 00 - Execution	01 - 09
01 73 00A - Attachment A (RFI)	01 - 01
01 77 00 - Closeout Procedures	01 - 05
01 77 00A - Substantial Completion Checklist	01 - 05
01 77 00B - Punch List	01 - 01
01 78 23 - Operation and Maintenance Data	01 - 07
01 78 39 - Project Record Documents	01 - 03
01 79 00 - Demonstration and Training	01 - 03

DIVISION 03 - CONCRETE

03 10 00 - Concrete Formwork	01 - 03
03 20 00 - Concrete Reinforcement	01 - 05
03 30 00 - Cast-In-Place Concrete	01 - 15
03 45 00 - Architectural Precast Concrete	01 - 10

DIVISION 04 - MASONRY

04 22 00 - Cast Stone Masonry	01 - 04
04 33 00 - Manufactured Stone Masonry	01 - 05

DIVISION 05 - METALS

05 12 00 - Structural Steel Framing	01 - 08
05 50 00 - Metal Fabrications	01 - 06

DIVISION 06 - WOOD AND PLASTICS

06 10 00 - Rough Carpentry	01 - 08
06 11 00 - Wood Framing	01 - 07
06 16 00 - Sheathing	01 - 05
06 17 53 - Shop Fabricated Wood Trusses	01 - 04
06 40 23 - Interior Architectural Woodwork	01 - 10

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 11 13 - Bituminous Dampproofing	01 - 03
07 21 00 - Thermal Insulation	01 - 03
07 26 00 - Vapor Barrier Membrane	01 - 03
07 27 13 - Modified Bituminous Sheet Air Barrier	01 - 07
07 27 19 - Plastic Film Air Barrier	01 - 05
07 31 13 - Shingle Roofing & Flashing	01 - 05
07 40 00 - Metal Roof Panels	01 - 06
07 46 46 - Mineral-Fiber Cement Soffit Panels	01 - 03
07 54 00 - Thermoplastic Membrane Roofing (PVC)	01 - 11
07 62 00 - Sheet Metal Flashing and Trim	01 - 06
07 71 00 - Roof Specialties	01 - 07
07 72 00 - Roof Accessories	01 - 04
07 72 50 - Passive Exhaust Ventilators	01 - 03

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

07 84 13 - Penetration Firestopping	01 - 04
07 92 00 - Joint Sealants	01 - 04

DIVISION 08 - DOORS AND WINDOWS

08 11 00 - Metal Doors and Frames	01 - 03
08 14 16 - Flush Wood Doors	01 - 06
08 17 43 - FRP Aluminum Hybrid Doors	01 - 06
08 31 13 - Access Doors and Frames	01 - 03
08 33 00 - Rolling Counter Shutters	01 - 03
08 41 13 - Aluminum Entrances and Storefront	01 - 08
08 71 00 - Door Hardware	01 - 19
08 71 13 - Automatic Door Operator	01 - 07
08 80 00 - Glazing	01 - 11
08 88 13 - Fire Resistant Glazing	01 - 05

DIVISION 09 - FINISHES

09 21 00 - Gypsum Board Assemblies	01 - 09
09 22 26 - Metal Suspension Systems	01 - 03
09 24 10 - Stucco Plaster	01 - 05
09 30 13 - Ceramic Tiling	01 - 09
09 51 00 - Acoustical Ceilings	01 - 02
09 65 00 - Resilient Flooring	01 - 04
09 68 13 - Tile Carpeting	01 - 04
09 81 00 - Acoustical Insulation	01 - 02
09 91 00 - Painting	01 - 10

DIVISION 10 - SPECIALTIES

10 11 00 - Visual Display Surfaces	01 - 02
10 14 00 - Signage	01 - 07
10 21 13 - Plastic Toilet Compartments	01 - 03
10 22 26 - Operable Partitions	01 - 04
10 26 14 - Wall and Corner Protection	01 - 02
10 28 13 - Toilet Accessories	01 - 02
10 44 00 - Fire Protection Specialties	01 - 02

DIVISION 11 - EQUIPMENT

11 15 00 - After-Hours Deposit Box	01 - 01
11 33 00 - Retractable Stairs	01 - 03
11 52 13 - Projection Screens	01 - 02

DIVISION 12 - FURNISHINGS

12 21 00 - Window Blinds	01 - 03
--------------------------	---------

DIVISION 14 - CONVEYING EQUIPMENT

14 92 00 - Pneumatic Tube System	01 - 05
----------------------------------	---------

DIVISION 21 - FIRE SUPPRESSION

21 00 00 - Fire Protection General	01 - 14
------------------------------------	---------

DIVISION 22 - PLUMBING

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

22 00 00 - Plumbing General	01 - 22
22 40 00 - Plumbing Fixtures	01 - 03

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 00 00 - HVAC General	01 - 13
23 05 93 - Testing, Adjusting and Balancing	01 - 04
23 07 00 - HVAC Insulation	01 - 03
23 23 00 - Refrigerant Piping	01 - 03
23 31 00 - Ductwork and Accessories	01 - 12
23 34 00 - Unitary Exhaust and Supply Fans and Ventilators	01 - 02
23 37 00 - Louvers, Grilles, Registers and Diffusers	01 - 02
23 81 26 - Split System Air Conditioners	01 - 02
23 81 28.13 - Ductless Split System Heat Pumps (1 to 3½ tons)	01 - 07
23 82 39 - Electric Unit Heaters	01 - 02

DIVISION 26 - ELECTRICAL

26 00 00 - Electrical General	01 - 10
26 05 19 - Conductors	01 - 04
26 05 26 - Grounding	01 - 03
26 05 30 - Firestopping for Electrical Systems	01 - 05
26 05 33 - Conduit and Raceways	01 - 07
26 05 34 - Outlet Boxes and Junction Boxes	01 - 05
26 09 23 - Occupancy Sensors	01 - 05
26 24 16 - Panelboards	01 - 05
26 27 26 - Wiring Devices	01 - 05
26 28 16 - Disconnect Switches	01 - 04
26 32 13 - Emergency Standby Generator System and Switching	01 - 13
26 41 13 - Lightning Protection System	01 - 03
26 43 13 - Surge Protective Devices (SPD)	01 - 03
26 51 00 - Lighting	01 - 03

DIVISION 27 - COMMUNICATIONS

27 00 00 - Communications	01 - 10
27 05 10 - Firestop For Communication Systems	01 - 06
27 05 28 - Pathways For Communication Systems	01 - 09
27 05 43 - Underground Ducts & Raceways For Communication Systems	01 - 07
27 08 00 - Commissioning Of Communications	01 - 04
27 70 10 - Surge Protective Devices	01 - 14

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 05 06 - Access Control System	01 - 08
28 31 11 - Fire Alarm System (Addressable)	01 - 05

DIVISION 31 - EARTHWORK

31 10 00 - Site Clearing	01 - 03
31 22 00 - Earthwork	01 - 05
31 23 00 - Excavation and Fill	01 - 05
31 25 00 - Storm Water Pollution Prevention Plan	01 - 01
31 25 53 - Soil Erosion and Sediment Control	01 - 07
31 31 16 - Termite Control	01 - 03
31 32 13 - Lime Soil Stabilization	01 - 03

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 16 - Bituminous Concrete Pavement	01 - 06
32 13 13 - Concrete Paving	01 - 04
32 14 00 - Unit Paving	01 - 06
32 17 00 - Pavement Specialties	01 - 03
32 31 29 - Wood and Composite Fencing	01 - 02
32 84 00 - Planting Irrigation	01 - 24
32 93 00 - Plants	01 - 08

DIVISION 33 - UTILITIES

33 06 00 - Utility Services	01 - 09
-----------------------------	---------

Section

Title

Date

Pages

§ 9.1.5 The Drawings:*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*G1.0 TITLE SHEET AND DRAWING INDEXG1.1 MASTER KEYNOTE LISTG1.3 LIFE SAFETY PLANC0.1 BOUNDARY AND TOPOGRAPHIC SURVEYC1.1 SITE PLANC1.2 SITE DETAILSC1.3 ALTERNATE SITE PLANC1.4 GRADING PLANC2.0 UTILITY PLANC3.0 EXSISTING & PROPOSED DAMC4.0 EROSION CONTROL PLANC5.0 CIVIL DETAILSL1.1 LANDSCAPE PLANL1.2 IRRIGATION PLANL1.3 LANDCAPE & IRRIGATION DETAILSS0.0 STRUCTURAL NOTESS1.0 DIMENSION CONTROL PLANS1.1 FOUNDATION PLANS1.2 FIRST FLOOR CLG FRAMING PLANS1.3 LOW ROOF FRAMING PLANS1.4 HIGH ROOF FRAMING PLANS1.5 LATERAL FRAMING PLANS1.6 UPLIFT REGIONSS3.0 SECTIONSS4.0 ARCH STEEL FRAMESS4.1 TOWER PLANSS4.2 STEEL SECTIONS & DETAILSS5.0 FOUNDATION DETAILSS5.1 FRAMING DETAILSS5.2 FRAMING DETAILSS5.3 LATERAL DETAILSA1.1 FIRST FLOOR PLAN& PARTITION TYPESA1.2 FIRST FLOOR DIMENSION PLAN

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

<u>A1.3</u>	<u>SECOND FLOOR & ENLARGED PLANS</u>
<u>A1.4</u>	<u>PLAN DETAILS</u>
<u>A1.5</u>	<u>ROOF PLAN & DETAILS</u>
<u>A1.6</u>	<u>ROOF DETAILS</u>
<u>A2.1</u>	<u>EXTERIOR ELEVATIONS</u>
<u>A2.2</u>	<u>BUILDING SECTIONS & DETAILS</u>
<u>A3.1</u>	<u>WALL SECTIONS</u>
<u>A3.2</u>	<u>WALL SECTIONS & DETAILS</u>
<u>A3.3</u>	<u>WALL SECTIONS</u>
<u>A3.4</u>	<u>STAIR SECTIONS & DETAILS</u>
<u>A4.1</u>	<u>DOOR SCHEDULE & DETAILS</u>
<u>A4.2</u>	<u>WINDOW TYPES & DETAILS</u>
<u>A5.0</u>	<u>TYPICAL ACCESSIBILITY DETAILS</u>
<u>A5.1</u>	<u>INTERIOR ELEVATIONS</u>
<u>A5.2</u>	<u>MILLWORK SECTIONS</u>
<u>A6.1</u>	<u>REFLECTED CILING PLANS</u>
<u>A6.2</u>	<u>CEILING DETAILS</u>
<u>A7.1</u>	<u>FINISH PLANS & DETAILS</u>
<u>A8.1</u>	<u>FURNISHING & SIGNAGE PLANS</u>
<u>M0.1</u>	<u>MECHANICAL NOTES & SCHEDULES</u>
<u>M0.2</u>	<u>MECHANICAL SCHEDULES</u>
<u>M0.3</u>	<u>MECHANICAL DETAILS</u>
<u>M1.1</u>	<u>FIRST FLOOR MECHANICAL PLAN</u>
<u>M1.2</u>	<u>SECOND FLOOR MECHANICAL PLAN</u>
<u>P0.0</u>	<u>PLUMBING NOTES & SCHEDULES</u>
<u>P0.1</u>	<u>PLUMBING DETAILS & RISERS</u>
<u>P1.0</u>	<u>WATER PLAN</u>
<u>P1.1</u>	<u>WASTE & VENT PLAN</u>
<u>E0.1</u>	<u>ELECTRICAL NOTES & LEGENDS</u>
<u>E0.2</u>	<u>ONE LINE DIAGRAM & SCHEDULES</u>
<u>E1.0</u>	<u>ELECTRICAL SITE PLAN</u>
<u>E1.1</u>	<u>POWER PLAN</u>
<u>E2.1</u>	<u>FIRE ALARM PLAN</u>
<u>E3.1</u>	<u>LIGHTING PLAN</u>
<u>T0.1</u>	<u>TELECOM LEGENDS, DETAILS, & NOTES</u>
<u>T1.0</u>	<u>TELECOM SITE PLAN</u>
<u>T1.1</u>	<u>TELECOM PLAN</u>

Number**Title****Date****§ 9.1.6** The Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>June 26, 2018</u>	<u>6</u>
<u>Addendum No. 2</u>	<u>July 5, 2018</u>	<u>3</u>
<u>Addendum No. 3</u>	<u>July 11, 2018</u>	<u>9</u>
<u>Addendum No. 4</u>	<u>July 17, 2018</u>	<u>9</u>
<u>Post-Bid Addendum No. 1</u>	<u>September 5, 2018</u>	<u>1</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 17:21:29 on 09/06/2018 under Order No.1837883321 which expires on 09/22/2019, and is not for resale.

User Notes:

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Not Applicable.

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Not Applicable.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Performance and Payment Bonds</u>	<u>\$3,266,515.00</u>
<u>Public Liability Insurance</u>	<u>\$2,000,000.00</u>
<u>Property Damage Insurance</u>	<u>\$1,000,000.00</u>
<u>Vehicle Liability Insurance</u>	<u>\$1,000,000.00</u>
<u>Workers Compensation, Texas Statutory, Benefits Employer's Liability</u>	<u>\$1,000,000.00</u>

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

OWNER (Signature)

Mark Milum, City Manager
City of Los Fresnos
 (Printed name and title)

CONTRACTOR (Signature)

Josue Reyes, Chief Executive Officer
D. Wilson Construction
 (Printed name and title)

Init.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2718)

DOC ID: 2718 A

Consideration and ACTION to approve the bids received for the following: A. Chemicals B. Lot Mowing C. Official Newspaper D. Pest Control E. Vehicle Washing and Vacuuming F. Vehicle Tire Service G. Vehicle Maintenance & Oil Change

I recommend approval of the following:

- A. Chemicals - DPC Industries for Sulfur Dioxide, and Chlorine Gas; AmChem for Calcium Hypochlorite; Valley Solvents for Sodium Bicarbonate, Sodium Hypochlorite and Hydorchloric Acid; Chemtrade Chemicals for Caustic Soda, Liquid Alum Blend and Liquid Ammonium Sulfate; Praxair Distribution for Acetylene/Oxygen
- B. Lot Mowing - Under Construction
- C. Official Newspaper - Los Fresnos News
- D. Pest Control - Edwards Pest Control
- E. Vehicle Washing and Vacuuming - Under Construction
- F. Vehicle Tire Service - Sanchez Tire #4 and Choco's Tires for large tires only
- G. Vehicle Maintenance & Oil Change - Hector's Shop

**BID TABULATION ON CHEMICAL BIDS
2018-2019**

CHEMICAL	CURRENT PRICE	DPC	AmChem	Valley Solvents	ChemTrade	Praxair		
Sulfur Dioxide	\$170.00/ cyl	\$185/cyl						
Chlorine Gas	\$150.00/ cyl	\$165/cyl						
Caustic Soda 50%	\$0.1775/ lb			\$0.29/lb	\$0.2225/lb			
Liquid Alum Blend(Clarion)	\$0.0835/ lb				\$0.0884/lb			
Liquid Ammonium Sulfate	\$0.2525/ lb			\$0.33/lb	\$0.2545/lb			
Sodium Bicarbonate	\$16.25/ bag		\$30/bag	\$17.75/bag				
Sodium Hypochlorite	\$96.25/ dr		\$245/drum	\$118.25/drum				
Hydrochloric Acid	\$165.00/ dr		\$320./drum	\$190/drum				
Calcium Hypochlorite	\$1.60/ lb		\$1.85/lb	\$2.15/lb		\$144.20/drum		
Acetylene/Oxygen	Act-4 \$70.98/ cyl					\$21.12/cyl		
	Qxy-K \$19.66/ cyl					\$76.66/cyl		
	Energy fee-\$7					\$7		
	Hazmat fee-\$9.95	\$10				\$9.95		
	Deliv. fee-\$14.55					\$14.55		
	Rental \$.28/ per cyl/ per day							
	Fuel Charge	5%		\$30.00				

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

CITY OF LOS FRESNOS
CHEMICAL SERVICE AGREEMENT

STATE OF TEXAS)
CITY OF LOS FRESNOS)(

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and **DPC Industries, Inc.** The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of supplying Sulfur Dioxide and Chlorine Gas

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a purchase order to the CONTRACTOR with the amount of chemicals needed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the purchase order. CONTRACTOR must submit an itemized list of chemicals delivered. CONTRACTOR must provide an invoice and statement at the end of each month to the CITY. CONTRACTOR must provide the price that was submitted on bid of \$185.00 per cylinder for Sulfur Dioxide and \$165.00 per cylinder for Chlorine Gas also to be charged is a 5% Hazmat fee and 5% fuel charge \$10.00 per month rental and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide an invoice and statement at the end of each month.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory delivery.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

DPC INDUSTRIES, INC.

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

CITY OF LOS FRESNOS
CHEMICAL SERVICE AGREEMENT

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and AmChem, Inc. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of supplying Calcium Hypochlorite.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a purchase order to the CONTRACTOR with the amount of chemicals needed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the purchase order. CONTRACTOR must submit an itemized list of chemicals delivered. CONTRACTOR must provide an invoice and statement at the end of each month to the CITY. CONTRACTOR must provide the price that was submitted on bid of \$1.85 per lb of Calcium Hypochlorite and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide an invoice and statement at the end of each month.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory delivery.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

AmChem, Incorporated

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

CITY OF LOS FRESNOS
CHEMICAL SERVICE AGREEMENT

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and Valley Solvents & Chemicals The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of supplying Sodium Bicarbonate, and Hydrochloric Acid.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a purchase order to the CONTRACTOR with the amount of chemicals needed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the purchase order. CONTRACTOR must submit an itemized list of chemicals delivered. CONTRACTOR must provide an invoice and statement at the end of each month to the CITY. CONTRACTOR must provide the price that was submitted on bid of \$17.75 per bag for Sodium Bicarbonate, \$118.25 per drum for Sodium Hypochlorite and \$190.00 per drum for Hydrochloric Acid #30.00 fuel/environmental service fee per invoice and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide an invoice and statement at the end of each month.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory delivery.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

VALLEY SOLVENTS & CHEMICALS

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

**CITY OF LOS FRESNOS
CHEMICAL SERVICE AGREEMENT**

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and **Chemtrade Chemicals US LLC**. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of supplying Caustic Soda 50%, Liquid Alum Blend (Clarion) and Liquid Ammonium Sulfate.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a purchase order to the CONTRACTOR with the amount of chemicals needed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the purchase order. CONTRACTOR must submit an itemized list of chemicals delivered. CONTRACTOR must provide an invoice and statement at the end of each month to the CITY. CONTRACTOR must provide the price that was submitted on bid of \$0.2225 cents per pound on Caustic Soda 50%, \$0.0884 per pound on Liquid Alum Blend (Clarion) and \$0.2545 cents per pound for Liquid Ammonium Sulfate, and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide an invoice and statement at the end of each month.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing prices.
5. Unsatisfactory delivery.

TERM

The term of this Agreement will be from October 1, 2018 through September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

Chemtrade Chemicals US LLC

Signature

Signature

Mark W. Milum, City Manager

Printed Name and Title

Printed Name and Title

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

**CITY OF LOS FRESNOS
CHEMICAL SERVICE AGREEMENT**

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and **PRAXAIR DISTRIBUTION, INC.** The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of supplying Oxygen and Acetylene.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a purchase order to the CONTRACTOR with the amount of chemicals needed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the purchase order. CONTRACTOR must submit an itemized list of chemicals delivered. CONTRACTOR must provide an invoice and statement at the end of each month to the CITY. CONTRACTOR must provide the price that was submitted on bid of \$21.12 cylinder for oxygen K, \$76.66 per cylinder for Acetylene, \$14.55 for delivery, \$9.95 Hazmat charge, and \$7.00 fuel charge, and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide an invoice and statement at the end of each month.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing prices.
5. Unsatisfactory delivery.

TERM

The term of this Agreement will be from October 1, 2018 through September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

PRAXAIR DISTRIBUTION, INC.

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: CHEMICAL BIDS (2718 : Maintenance Agreements 2018/2019)

**BID TABULATION FOR LOT MOWING/TREE TRIMMING
2018-2019**

SERVICE REQUIRED	CURRENT	Under	Economy	M.H.
	COST	Construction	Lawn	Mowing
Lot Mowing (6,000 square feet)	\$35.00	\$35.00	\$75.00	\$25.00
Lot Mowing With House (6,000 sq. feet)	\$40.00	\$40.00	\$15.00	\$30.00
Lot Mowing with House (No Access to Lot)	\$80.00	\$40.00	\$150.00	\$40.00
Lot Mowing with no House (and no Access)	\$50.00	\$40.00	\$200.00	\$45.00
Tree Trimming (Per Tree)	first 5 trees free then \$5.00 per tree	no charge	\$75.00	\$20.00
Weed Eating Per Lot	\$10.00	\$5.00	\$50.00	\$15.00
Alley & Right-of-Way Per Linear Foot - (20 Foot Wide)	\$1.00 per ft	\$1.00 per foot	\$75.00	\$25.00
Per Acre (Light)		\$25.00	\$75.00	\$65.00
Per Acre (Medium)		\$35.00	\$100.00	\$80.00
Per Acre (Heavy)		\$50.00	\$150.00	\$120.00

**CITY OF LOS FRESNOS
HEALTH/CODE ENFORCEMENT**

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and Under Construction. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of cutting overgrown grassy lots, weed eating and trimming trees of residence and business that is not in compliance with City Ordinances. Additionally, the CITY requests a service agreement for the purpose of cutting grass and trimming trees in City owned alleys and rights-of-way.

AGREEMENT

Upon closing this service agreement, it is an understanding that the CITY will provide a work order to the CONTRACTOR with lots and/or tree trimming that are in violation of City Ordinance and is in need of being cut or City alleys and right-of-ways that need to be cut or trees trimmed. Furthermore, it is an understanding that the CONTRACTOR must complete the work order within five (5) days of the date that the CONTRACTOR receives the work order. CONTRACTOR must submit an itemized list of lots mowed and trees trimmed and of City owned alleys, rights-of-way and tree trimmed within five (5) days after mowing has been completed. It is also an understanding that the CONTRACTOR along with cutting overgrown grass will trim trees and place them on the lot behind the curb. CONTRACTOR must provide a separate set price for lot cutting and tree trimming and cutting of City owned alleys and rights-of-way and tree trimming and not change price for the period of this Agreement; which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019. Prices will be \$35.00 lot cutting, \$40.00 lot mowing no tractor access, \$40.00 lot with house, \$40.00 lot mowing with house no tractor access, no charge for tree trimming, \$5.00 per lot for weed eating, and \$1.00 per linear foot for alley and ROW. Per Acre (light) \$25.00, per acre (medium) \$35.00, per acre (heavy) \$50.00.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within five (5) days.
2. Failing to provide itemized list of work completed within five (5) days.
3. Failing to trim trees and place next to curb.
4. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
5. Changing prices.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

EXECUTED this 11th day of September, 2018.

CITY OF LOS FRESNOS

UNDER CONSTRUCTION

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: LOT MOWING BIDS [Revision 1] (2718 : Maintenance Agreements 2018/2019)

**BID TABULATION FOR OFFICIAL NEWSPAPER
2018-2019**

Advertisement	CURRENT COST	Los Fresnos News	San Benito News
Classified Ads	\$7.00/pci	\$7.00/pci	\$9.00 or \$2.19 per line
Legal Notices	\$7.00/pci	\$7.00/pci	\$9.00 or \$2.19 per line
Public Hearing Notices	\$7.00/pci	\$7.00/pci	\$9.00 or \$2.19 per line
pci = per column inch			

CITY OF LOS FRESNOS
OFFICIAL NEWSPAPER AGREEMENT

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and The Los Fresnos News. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of being the Official Newspaper for the City of Los Fresnos.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a copy of the ad to be printed by fax to the CONTRACTOR stating the date and number of times the ad is to run. Furthermore it is an understanding that the CONTRACTOR must send a proof copy and price of ad to the City Secretary prior to the ad being run. CONTRACTOR must submit a Publisher's Affidavit, when requested along with an itemized statement at the end of each month. CONTRACTOR must provide the price that was submitted on bid of as follows: \$7.00 per column inch for classified ads, public hearing notices and legal notices and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to run ad as requested.
2. Failing to provide itemized list of ads run by the end of each month and copy of Publisher's Affidavit.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

LOS FRESNOS NEWS

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

**BID TABULATION FOR PEST CONTROL
2017-2018**

BUILDING & SQ.FOOTAGE	CURRENT COST	Terminix	Drop Dead	Edward's Pest Control	Eliz
City Hall/Police Department	\$29.99	\$45.00	\$15.00	\$29.00	\$85.00
5332 sq. ft.					
Community Center	\$29.99	\$45.00	\$140.00	\$29.00	\$85.00
5138 sq. ft.					
Library	\$29.99	\$35.00	\$80.00	\$29.00	\$85.00
3564 sq. ft.					
Animal Kennels	\$29.99	\$25.00	\$30.00	\$29.00	\$45.00
640 sq. ft.					
Service Center	\$29.99	\$27.00	\$35.00	\$29.00	\$45.00
1073 sq. ft.		\$27.00			
Training Center	\$29.99	\$27.00	\$40.00	\$29.00	\$45.00
1200 sq. ft.					

**CITY OF LOS FRESNOS
PEST CONTROL SERVICE AGREEMENT**

STATE OF TEXAS §
CITY OF LOS FRESNOS §

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and **Edward's Pest Management**. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this AGREEMENT is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of pest control in city buildings.

AGREEMENT

Upon closing this service agreement it is an understanding that the CITY determines the date and time pest control service shall be done. **All pest control shall be done on the first Thursday of each month and at City Hall/Police Department shall be done after 2:00 p.m.; Community Center after 3:30 p.m., Animal Kennels, Service Center, Training Center, and Library shall be done after 4:00 p.m.** The CONTRACTOR must provide the price that was submitted on bid as follows: \$29.00 for City Hall/Police Department; \$29.00 for Community Center; \$29.00 for Animal Kennels, \$29.99 for Library, \$29.00 for Service Center and \$29.00 for Training Center and not change the price for the period of this Agreement, which shall be for twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violation that may terminate the Agreement.

1. Failing to perform pest control on specified date.
2. Failing to perform pest control at specified times (approximately).
3. Failure to spray inside and outside of buildings.
4. Changing prices.
5. Failure to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

EDWARD'S PEST MANAGEMENT

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: PEST CONTROL BIDS (2718 : Maintenance Agreements 2018/2019)

BID TABULATION ON VEHICLE WASHING
2018-2019

						UNDER CONSTRUCTION			LERMA		
						MONTHLY	WAX	DETAIL	MONTHLY	WAX	DETAIL
Police	PD-K1		Kawasaki	300 Bayou		JK4LF8C14B564935	\$10.00			\$15.00	
Police	PD-K2		Kawasaki	300 Bayou		JKALF819TB545035	\$10.00			\$15.00	
Police	PD-P1		Polaris			4XARB42A82D160273	\$10.00			\$15.00	
Police	PD-P2		Polaris			4XARB42A93D153477	\$10.00			\$15.00	
Police	PD-Y1		Yamaha	Big Bear 400		5Y4AH06Y12A01943	\$10.00			\$15.00	
Police	PD-Y2		Yamaha	Big Bear 400		5Y4AH06Y12A03549	\$10.00			\$15.00	
Police	PD-061	2006	Ford	F-150 Pickup	BE4-8457	1FTRW12W36KB22166	\$17.00			\$20.00	
Police	PD-062	2006	Dodge	Charger	BZF-2891	2B3KA43G26H456321	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-063	2006	Dodge	Charger	BZF-2892	2B3KA43G36H491305	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-131	2013	Chevrolet	Tahoe	113-5457	1GNLC2E00DR228971	\$17.00	\$17.00	\$20.00	\$20.00	
Police	PD-132	2013	Dodge	Charger	111-6980	2C3DXAG2DH734523	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-152	2015	Ford	Interceptor Sedan	116-1939	1FAHP3MK9FG121428	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-153	2015	Ford	Interceptor Sedan	123-8023	1FAHP2MK1FG189169	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-161	2016	Ford	Expedition	HBW-1690	1FMJU1FT0GEF32261	\$17.00	\$17.00	\$20.00	\$20.00	
Police	PD-163	2016	Dodge	Journey	HMB-3231	3C4PDCAB5GT238959	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-164	2016	Dodge	Journey	HMB-3230	3C4PDCAB3GT238961	\$16.00	\$15.00	\$20.00	\$20.00	
Police	PD-165	2016	Ford	Interceptor Sedan	136-5912	1FAHP2MK9GG154980	\$16.00	\$15.00	\$20.00	\$20.00	
Environmental	EV-151	2015	Pro	Recycling Trailer	902-2214	1P9RG2112EA277830	\$10.00			\$15.00	
Environmental	EV-152	2015	Pro	Recycling Trailer	902-2213	1P9RG2116EA277829	\$10.00			\$15.00	
Environmental	EV-162	2016	Ford	F-150 Super Cab 4X4	134-6678	1FTEQ1EF7GKF34022	\$17.00	\$17.00	\$20.00	\$20.00	
Parks	PK-881	1988	Ford	Tractor		19847	\$10.00			\$20.00	
Parks	PK-061	2006	Ford	F-150 Pickup	123-8015	1FTRF12246NB66849	\$17.00	\$17.00	\$20.00	\$20.00	
Parks	PK-101	2010	Ford	F-250 Pickup	107-4421	1FTNF2A59AEB17168	\$17.00	\$17.00	\$20.00	\$20.00	
Parks		2014	John Deere	Z-920 M (48)		1TC920MAJEX020125	\$10.00			\$20.00	
Streets	RD-00M	04-09	Military	Dump Truck		C52901014	\$10.00			\$20.00	
Streets		1997	Big Tex	10' Utility Trailer	902-2211	4K8AX1010V1A21766	\$5.00			\$15.00	
Streets		2011	CM	16' Utility Trailer	902-2212	5VNBU1620BT089737	\$5.00			\$15.00	
Streets	RD-141	2014	Isuzu	435 Sweeper	111-7019	JALE5W163E7902684	\$15.00	\$17.00	\$20.00	\$20.00	
Streets	RD-161	2016	John Deere	5065E		1PY5065ELFY145738	\$10.00			\$20.00	
Streets	RD-162	2016	Ford	F-350 Flat Bed	134-6666	1FDRF3G66GEA85808	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-031	2003	Kioti	LB 1914 Tractor (DSL)		3040-0009	\$10.00			\$20.00	
Utility	WS-051	2005	John Deere	310 G Backhoe (DSL)		T0310GX950500	\$10.00			\$20.00	
Utility	WS-061	2006	Ford	F-150 Pickup (E)	116-1954	1FTRX12W06NA12235	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-062	2006	Ford	F-150 Pickup (E)	116-1956	1FTRX12W26NA12236	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-063	2006	Ford	F-150 Pickup	116-1955	1FTRF12206NB66850	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-064	2006	Ford	F-250 Pickup (Diesel)	123-7975	1FTSW21P66EA89891	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-071	2007	Ford	F-150 Pickup	123-8002	1FTRF12257KD33061	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-091	2009	Ford	F-250 Pickup	131-7891	1FDNF20599EA41010	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-131	2013	Ford	F150 Pickup	111-6984	1FTMF1CM1DKF78493	\$17.00	\$17.00	\$20.00	\$20.00	
Utility	WS-132	2013	US Jetting	Sewer Machine	902-2192	1U9FS1320DA044052	\$10.00			\$20.00	
Utility		2014	John Deere	Z-930 M (60)		1TC930MCCEY022953	\$10.00			\$20.00	
Utility	WS-181	2018	Ford	F-150 Pickup (E)	136-5927	1FTEW1E52JKC97423	\$17.00	\$17.00	\$20.00	\$20.00	
Senior Citizens	SC-081	2008	Ford	Van	116-1959	1FBSS31L78DA08201	\$17.00	\$17.00	\$20.00	\$20.00	
TOTAL							\$585.00	\$392.00	\$480.00	\$810.00	

**CITY OF LOS FRESNOS
VEHICLE WASHING, VACUUMING AND OTHER DETAIL SERVICE AGREEMENT**

STATE OF TEXAS §
CITY OF LOS FRESNOS §

PARTIES

This AGREEMENT entered into by and between the City of Los Fresnos and Under Construction. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this AGREEMENT is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of washing, vacuuming and other detail service for all city vehicles.

AGREEMENT

Upon closing of this service agreement it is an understanding that the will provide a work sheet to the CONTRACTOR with the vehicle number, make, model, license and account. There are twelve (12) copies of the work sheet attached to this agreement. CONTRACTOR must fill out a work sheet each month and turn in to City Hall when all work is completed. CONTRACTOR must provide the price that was submitted on bid of \$16.00 per car per month, \$17.00 per truck/van per month and \$10.00 per month on ATV, with option to wax for \$15.00 per car and \$17.00 per truck, and a full detail for \$20.00 for any vehicle which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failure to comply with work.
2. Failure to provide itemized list of work completed within five (5) days.
3. Changing price.
4. Unsatisfactory work.
5. Failure to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

UNDER CONSTRUCTION

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: VEHICLE WASHING BIDS (2718 : Maintenance Agreements 2018/2019)

BID TABULATION ON TIRE SERVICE
2018-2019

SERVICE REQUIRED	CURRENT	CHOCO'S TIRES	SANCHEZ TIRE #4
AMOUNT PER TIRE			
Lawn Mower & Small Vehicle Tire Flat Repair	\$5.00	\$8.00	\$5.00
Car Tire Flat Repair (15 - 18)	\$5.00	\$8.00	\$5.00
Pick Up & Van Tire Flat Repair (15 - 18)	\$5.00	\$8.00	\$10.00
Large Truck Tire Flat Repair (Up to 20)	\$8.00	\$10.00	NO
Front (Small) Tractor Tire Flat Repair (12 - 16)	\$5.00	\$10.00	\$8.00
Rear (Large) Tractor Tire Flat Repair (16 - 24)	\$5.00-\$20.00	TBD	NO

SERVICE REQUIRED	AMOUNT PER TIRE		
Car Tire Balanced & Rotated	\$20.00	\$20.00	\$20.00
Pick Up & Van Tire Balanced & Rotated	\$20.00	\$25.00	\$20.00
Large Truck Tire Balanced & Rotated	\$25.00	\$25.00	NO

SERVICE REQUIRED	AMOUNT PER TIRE		
Car Front End Alignment	\$30.00	N/A	\$35.00
Pick Up & Van Front End Alignment	\$35.00	N/A	\$35.00
Large Truck Front End Alignment	\$35.00	N/A	NO

Does not include camber and caster

CITY OF LOS FRESNOS
VEHICLE MAINTENANCE AGREEMENT
TIRE SERVICE

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and Sanchez Tire Shop #4. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of Tire Service for city vehicles.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a work order to the CONTRACTOR with the vehicle number and a brief description of what work needs to be completed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the work order. CONTRACTOR must submit an itemized list of work completed on each vehicle within five (5) days after work has been completed. CONTRACTOR must provide the price that was submitted on bid of SEE ATTACHED LIST and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide itemized list of work completed within five (5) days.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory work.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

SANCHEZ TIRE SHOP #4

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: TIRE SERVICE BIDS (2718 : Maintenance Agreements 2018/2019)

CITY OF LOS FRESNOS
VEHICLE MAINTENANCE AGREEMENT
TIRE SERVICE

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and Choco's Tire Shop. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of Tire Service for city vehicles. Large Truck Tire Flat Repair (up to 20) & Rear (large) tractor Tire Repair (16-24) services ONLY.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a work order to the CONTRACTOR with the vehicle number and a brief description of what work needs to be completed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the work order. CONTRACTOR must submit an itemized list of work completed on each vehicle within five (5) days after work has been completed. CONTRACTOR must provide the price that was submitted on bid of SEE ATTACHED LIST and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide itemized list of work completed within five (5) days.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory work.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September, 2018.

CITY OF LOS FRESNOS

Choco's Tire Shop

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: TIRE SERVICE BIDS (2718 : Maintenance Agreements 2018/2019)

**BID TABULATION ON OIL CHANGE/MAINTENANCE SERVICE BID
2018-2019**

	CURRENT	HECTORS
	PRICES	MUFFLERS
1. Passenger Vehicles		
A. Oil Change, Oil Filter Change, Air filter Change, lube visual Inspection on Hose & Belts , Synthetic Oil Change	\$35.00	\$45.00
B. Standard Labor rate per hour for repairs	\$35.00	\$40.00
C. Computer Diagnostic	\$25.00	\$25.00
D. Materials/Parts cost plus _____%	10%	40%
2. SUV/ Trucks		
A. Oil Change, Oil Filter Change, Air filter Change, Lube Visual Inspection on Hose & Belts, Synthetic Oil Change	\$35.00	\$45.00
B. Standard Labor rate per hour for repairs	\$35.00	\$40.00
C. Computer Diagnostic	\$25.00	\$25.00
D. Materials/Parts cost plus _____%	10%	10%
3. Heavy Duty Trucks/Vans		
A. Oil Change, Oil Filter Change, Air filter Change, Lube Visual Inspection on Hose & Belts, Synthetic Oil Change	\$35.00	\$45.00
B. Standard Labor rate per hour for repairs	\$35.00	\$40.00
C. Computer Diagnostic	\$25.00	\$25.00
D. Materials/Parts cost plus _____%	10%	10%
4. Tractors/Backhoe		
A. Oil Change, Oil Filter Change, Air filter Change, Lube Visual Inspection on Hose & Belts, Synthetic Oil Change	TBD	TBD
B. Standard Labor rate per hour for repairs	TBD	\$40.00
C. Materials/Parts cost plus _____%	10%	10%
5. Lawn Mower		
A. Oil Change, Oil Filter Change, Air filter Change, Lube Visual Inspection on Belts, Synthetic Oil Change	\$10.00	\$10.00
B. Standard Labor rate per hour for repairs	\$30.00	\$30.00
C. Materials/Parts cost plus _____%	10%	10%
6. Welding		
A. Standard Labor rate per hour for repairs	\$35.00	\$40.00
B. Materials/Pars Cost plus _____%	10%	10%

CITY OF LOS FRESNOS
VEHICLE MAINTENANCE AGREEMENT
OIL CHANGE/MAINTENANCE

STATE OF TEXAS)
CITY OF LOS FRESNOS)

PARTIES

This AGREEMENT, entered into by and between the City of Los Fresnos and Hector's Muffler Shop. The City of Los Fresnos herein described as CITY and contractor referred to as CONTRACTOR.

PURPOSE

The purpose of this Agreement is to establish an understanding and cooperation between the CITY and CONTRACTOR. The CITY is in need of a service contract for the purpose of oil change and maintenance service.

AGREEMENT

Upon closing of this service agreement it is an understanding that the CITY will provide a work order to the CONTRACTOR with the vehicle number and a brief description of what work needs to be completed. Furthermore it is an understanding that the CONTRACTOR must complete the work order within two (2) days of the date that the CONTRACTOR receives the work order. CONTRACTOR must submit an itemized list of work completed on each vehicle within five (5) days after work has been completed. CONTRACTOR must provide the price that was submitted on bid of SEE ATTACHED LIST, and not change the price for the period of this Agreement, which shall be for a twelve (12) month period starting October 1, 2018 and ending September 30, 2019.

VIOLATIONS

The purpose of describing violations is to have a clear understanding between the CITY and CONTRACTOR of violations that may terminate the Agreement.

1. Failing to comply with work order within two (2) days.
2. Failing to provide itemized list of work completed within five (5) days.
3. Failing to provide the City with a contact name and number between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday.
4. Changing price.
5. Unsatisfactory work.

TERM

The term of this Agreement will be from October 1, 2018 to September 30, 2019. However, either party may terminate Agreement upon thirty (30) day written notice.

Executed this 11th day of September 2018.

CITY OF LOS FRESNOS

HECTOR'S MUFFLER SHOP

Signature

Signature

Mark W. Milum, City Manager
Printed Name and Title

Printed Name and Title

Attachment: OIL CHANGE BIDS (2718 : Maintenance Agreements 2018/2019)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2717)

DOC ID: 2717 A

**Consideration and ACTION to approve service agreements
for fiscal year 2018/2019 for the following: A. Los Fresnos
Chamber of Commerce B. Los Fresnos Ambulance Service C.
Los Fresnos Volunteer Fire Department**

These are the same as presented during budget.

I recommend approval.

SERVICE AGREEMENT

This is an agreement between the City of Los Fresnos, hereinafter called “CITY” and the Los Fresnos Area Chamber of Commerce, hereinafter called “CHAMBER”.

The purpose of this agreement is to establish a development program between the City and the Chamber to encourage and promote an expanded business development. The City supports the Chamber’s efforts to promote tourism, commercial and industrial development within the City. The City recognizes the substantial economic contribution from the local businesses and industrial establishments deriving from sales tax, economic development sales tax and property taxes.

This agreement will begin on the 1st day of October 2018 and will be for a one (1) year period and will be reviewed by the City Council to consider extending agreement or not. Payment for this agreement shall be monthly.

Therefore, it is agreed that the Chamber will develop programs and perform the following duties:

1. Establish, maintain and share information base of all business listings of Chamber members.
2. Share City related statistics and Economic Development programs to be used for promotion and expansion of businesses and industrial developments.
3. Encourage expansion of existing business and encourage development of new businesses and industry within the City.
4. Maintain a visitor’s information center.
5. Promote, develop and assist the City in producing festivals, celebrations and events for the community and to attract visitors to the community to increase business for the local commercial establishments in addition to recreational activities for the citizens.
6. The Chamber will establish and maintain a website and allow the City to link to the website. The Chambers website will have the City’s statistics and any other information that the City supplies to the Chamber.
7. Provide directory assistance for specific services and events.
8. Promotion of city events, school events and ministry events through social media.
9. Provide promotional services to any and all non-profit organizations.
10. Work on maintaining a community calendar.
11. To present quarterly reports to Council.

Therefore, the City will contribute \$2,850 per month to the Chamber for a one (1) year period and then will reconsider agreement. The City will assist the Chamber in accomplishing its goals of increasing tourism, commercial and industrial development.

This agreement is effective upon the approval of both parties.

PASSED AND APPROVED this 11th day of September, 2018 by the City Council of the City of Los Fresnos.

CITY OF LOS FRESNOS

Polo Narvaez, Mayor

ATTEST:

Jacqueline Moya, City Secretary

LOS FRESNOS AREA CHAMBER
OF COMMERCE

Chamber of Commerce President

ATTEST:

Chamber of Commerce Secretary

THE STATE OF TEXAS**CITY OF LOS FRESNOS****EMERGENCY MEDICAL SERVICE CONTRACT**

This is a Contract and Agreement made and entered into on the date set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

**I.
CONTRACT**

The parties to this Agreement are the **City of Los Fresnos, Texas** a municipal corporation located in Cameron County, Texas and the **Los Fresnos Ambulance Service, Inc.**, a non-profit corporation located in Cameron County, Texas. The City of Los Fresnos, Texas is hereinafter referred to as “City”, and the Los Fresnos Ambulance Service is hereinafter referred to as a “Provider”.

**II.
PROVISIONS OF CONTRACT**

During the term of this Agreement, the Provider agrees to furnish emergency medical services to the residents of the City within the limits of the City. The service will include non-emergency services. The Provider will be the exclusive provider for emergency and non-emergency medical services. In performing its obligations under this Agreement, the Provider agrees to answer all calls referred to it by agents or representatives of the City and/or any resident or tenant of the City who may be in need of medical services which the Provider undertakes to provide by this Agreement.

**III.
COMPENSATION**

The City agrees to pay the Provider the sum of \$115,000 for the fiscal year 2018-2019 for said services. The City agrees said sum is to be paid in quarterly installments of \$28,750 each on the following dates: December 1, March 1, June 1, and September 1.

The City further agrees to provide for the length of the contract insurance coverage to the Provider under the City’s existing insurance policies, and the Provider agrees to reimburse the City for all insurance premiums incurred and paid as a result of or on behalf of the Provider’s assets, property, and equipment. Such insurance needs include, without limitation and as examples only, Worker’s Compensation, General Liability, Vehicle Liability, and Error & Omissions. The City will provide 24 hours, 7 days per week dispatching service through the City’s Police Department. The City will provide water and sewer to the EMS station.

IV. REPORTS

It is agreed that the Provider shall provide a written report every quarter summarizing said services rendered to the City during that period, with said report listing all calls by date and nature of call. The report shall be due January 5, April 5, July 5, and October 5.

V. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year beginning October 1, 2018 and ending September 30, 2019, but as renewable as provided hereunder.

VI. TERMINATION OF RENEWAL

Should either party intend to renegotiate this Contract, it shall notify the other in writing not later than August 1, 2019 and each succeeding year. If such negotiations have not been completed on or before the beginning of that fiscal year, both parties expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty (30) days. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth day of said period. However, the Contract obligations of both parties shall be extended an additional sixty (60) day period beyond the end of the negotiation period to allow the City to secure alternate services. At the end of this second period, this Contract shall terminate.

In the event neither part notifies the other of its intention not to renew this Contract, the parties may assume that this Contract will be renewed at the same terms and conditions as presently agreed upon in this Contract with the rate of \$115,000 per year.

VII. FINANCIAL REPORTS AND AUDITS

The Provider shall provide the City with an annual audit within a reasonable time.

VIII. ENTIRE AGREEMENT

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

Executed in duplicate by the Mayor of the City and the President of the Provider, both of who are duly authorized to represent and bind said parties to the terms and conditions of the contract, as set forth.

PASSED AND APPROVED this 11th day of September, 2018 by the City Council of Los
Fresnos.

CITY OF LOS FRESNOS

BY: _____
Polo Narvaez, Mayor

DATE: _____

Jacqueline Moya, City Secretary

DATE: _____

LOS FRESNOS AMBULANCE SERVICE, INC.

BY: _____
President

DATE: _____

Secretary

DATE: _____

Attachment: LF Ambulance Service Contract 2018 2019.pdf (2717 : Service Agreements 2018/2019)

THE STATE OF TEXAS**CITY OF LOS FRESNOS****FIRE PROTECTION SERVICE CONTRACT**

This is a Contract and Agreement made and entered into on the date set forth preceding the signatures of the parties herein and the parties herein mutually agree as follows:

**I.
CONTRACT**

The parties to this Agreement are the **City of Los Fresnos, Texas**, a municipal corporation located in Cameron County, Texas and the **Los Fresnos Volunteer Fire Department, Inc.**, a non-profit corporation located in Cameron County, Texas. The City of Los Fresnos, Texas is hereinafter referred to as “City”, and the Los Fresnos Volunteer Fire Department, Inc. is hereinafter referred to as “Provider”.

**II.
PROVISIONS OF CONTRACT**

During the term of this Agreement, the Provider agrees to furnish fire fighting services defined as the use of personnel and equipment to extinguish and suppress fires or to handle “hazardous incidents” or “confined space rescue”, or rescue operations including vehicle accident extrication, and bee attacks only, but not the prevention of fires or related training, education, maintenance, communications, or administration and other related matters to the City. In performing its obligations under this Agreement, the Provider agrees to answer all calls referred to it by agents or representative of the City and/or any resident or tenant of the City who may be in need of fire fighting or rescue service which the Provider undertakes to provide by this Agreement.

**III.
COMPENSATION**

The City agrees to pay the Provider the sum of \$85,000 for the fiscal year 2018-2019 for said services. The City agrees said sum is to be paid in quarterly installments of \$21,250 each on the following dates: December 1, March 1, June 1, and September 1.

The City further agrees to provide for the length of the contract worker’s compensation insurance coverage, at the City’s cost, to all members of the Provider while they are acting in the course and scope of their duties as fire fighters hereunder. The City further agrees to provide insurance coverage to the Provider under the City’s existing insurance policies, and the Provider agrees to reimburse the City for all insurance premiums incurred and paid as a result of or on behalf of the Provider’s assets, property, and equipment. The City further agrees to assist the Provider with a donation procedure by

placing an option on each monthly water bill to each water customer of the City. Each customer may choose to donate \$1.00 or more per month to the Provider. The City will collect such donations and remit them to the Provider each quarter on the following dates: October, November and December on January 15, January, February, and March on April 15, April, May, and June on July 15, and July, August, and September on October 15. The City will provide 24 hours, 7 days per week dispatching through the City's Police Department. The city will provide water for firefighting services as well as water and sewer to the fire station.

IV. REPORTS

It is agreed that the Provider shall provide a written report every quarter summarizing said services rendered to the City during that period, with said report listing all calls by date, location, and nature of call. The report shall be due January 5, April 5, July 5, and October 5.

V. TERM OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1, 2018, and ending September 30, 2018, but as renewable as provided hereunder.

VI. TERMINATION OF RENEWAL

Should either party intend to renegotiate this Contract, it shall notify the other in writing dated not later than August 1, 2019 and each succeeding year. If such negotiations have not been completed on or before the beginning of that fiscal year, both parties expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty (30) days. If during such time both parties fail to negotiate a new Contract, the negotiation period shall terminate at the end of the thirtieth day of said period. However, the Contract obligations of both parties shall be extended an additional sixty (60) day period beyond the end of the negotiation period to allow the City to secure alternate services. At the end of this second period, this Contract shall terminate.

In the event neither party notifies the other of its intention not to renew this Contract, the parties may assume that this Contract will be renewed at the same terms and conditions as presently agreed upon in this Contract with the rate of \$85,000 per year.

VII.

FINANCIAL REPORTS AND AUDITS

The Provider shall provide the City with an annual audit within a reasonable time.

VIII. ENTIRE AGREEMENT

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

Executed in duplicate by the Mayor of the City and the President of the Provider, both of who are duly authorized to represent and bind said parties to the terms and conditions of the Contract, as set forth.

PASSED AND APPROVED this 11th day of September, 2018 by the City Council of the City of Los Fresnos.

CITY OF LOS FRESNOS

BY: _____	DATE: _____
Polo Narvaez, Mayor	
_____	DATE: _____
Jacqueline Moya, City Secretary	

LOS FRESNOS VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____	DATE: _____
President	
_____	DATE: _____
Secretary	

Attachment: Fire Dept contract 2018 2019 (2717 : Service Agreements 2018/2019)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2748)

DOC ID: 2748 A

Consideration and ACTION to approve bids for fencing at the Water & Wastewater Treatment Plant.

We advertised to bid for fencing for the water and wastewater plants. The fencing is over a mile long. It includes 2 large electronic gates along Nogal Street for entrance and exit to the plants and a smaller electronic walk through gate for the water plant. This will secure our plants and meet TCEQ regulations and eliminate the violations they give us on security of our plants. We received 2 bids. One was from Hurricane Fence for \$98,800 and the other was from Garcia Fence for \$83,000. We had \$45,000 in the budget for fencing this year. We have sufficient room in our budget to cover the additional \$38,000.

I recommend approval of Garcia Fence Company for \$83,000 for fencing and gates at the water and wastewater plants.

Water & Wastewater Treatment Plant Fencing Project 2018	
Hurricane Fence Company	Garcia Fence Co.
\$98,800	\$83,000

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2740)

DOC ID: 2740 B

Consideration and ACTION to reappoint or appoint of members to the Los Fresnos Housing Authority.

Alejandro Juarez & Clarrisa Ramirez serve on the Housing Authority Board. Their terms are expiring and need to be re-appointed or someone selected to serve in their place. Both utilize the services of the housing programs so they have a unique perspective to bring to the board. By law we have to have at least one person on the board that utilizes the services of the housing program. Both are willing to continue to serve. The terms are for 2 years. Leticia Puga, manager of the Housing Authority recommends to keep these 2 individuals on the board.

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

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

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY

NAME _____
(Last) (First) (MI)

HOME ADDRESS _____

MAILING ADDRESS _____

CITY _____ **ZIP** _____

HOME PHONE NUMBER: _____ **CELL NUMBER:** _____

E-MAIL ADDRESS: _____

EMPLOYER _____

OCCUPATION _____

BUSINESS ADDRESS _____

BUSINESS PHONE # _____

COMMITTEES OF INTEREST TO YOU

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

1. _____
2. _____
3. _____

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

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

Why are you interested in serving on this Committee? _____

Other Volunteer Commitments? _____

SIGNATURE OF APPLICANT

DATE

Attachment: Citizen application for appt to a Board (2740 : Appointment of members to the Los Fresnos Housing Authority)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2738)

DOC ID: 2738 C

Consideration and ACTION to reappoint or appoint members to the Planning & Zoning Commission.

The terms of 4 individuals on the P & Z Commission are expiring. The council needs to appoint new individuals or reappoint one or more or all of the current volunteers for 2 year terms. The individuals that have expiring terms are Larry Stambaugh, Ray Ortiz, Gil Gomez and Robby Walsdorf. They are willing to continue to serve. Each regularly attend meetings and each offers an important view to the board. Larry Stambaugh is a full time firefighter which brings that view and he is a part time housing contractor so he is familiar in that respect. Ray Ortiz, Gil Gomez and Robby Walsdorf are from here so they know the history and things about Los Fresnos that many don't know. In addition Gil is an engineer so he brings that expertise to the board. Robby is a contractor so he is familiar with construction activities. All four add tremendously to the board.

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

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

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY

NAME _____
(Last) (First) (MI)

HOME ADDRESS _____

MAILING ADDRESS _____

CITY _____ **ZIP** _____

HOME PHONE NUMBER: _____ **CELL NUMBER:** _____

E-MAIL ADDRESS: _____

EMPLOYER _____

OCCUPATION _____

BUSINESS ADDRESS _____

BUSINESS PHONE # _____

COMMITTEES OF INTEREST TO YOU

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

1. _____
2. _____
3. _____

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

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

Why are you interested in serving on this Committee? _____

Other Volunteer Commitments? _____

SIGNATURE OF APPLICANT

DATE

Attachment: Citizen application for appt to a Board (2738 : Appointment of members to the Planning & Zoning Commission)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2737)

DOC ID: 2737 B

**Consideration and ACTION to reappoint or appoint members
to the Park Advisory Board.**

The following 3 individuals (Gil Gomez, Jerry Martinez and Natasha Taylor) serve on the Park Advisory Board and their terms are expiring. All 3 of them are willing to continue to serve. The terms are for 2 years. They all 3 come to the meetings and have a unique perspective to bring to the Board. The Council needs to appoint new members or reappoint one, two or all three of them.

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

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

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY

NAME _____
(Last) (First) (MI)

HOME ADDRESS _____

MAILING ADDRESS _____

CITY _____ ZIP _____

HOME PHONE NUMBER: _____ CELL NUMBER: _____

E-MAIL ADDRESS: _____

EMPLOYER _____

OCCUPATION _____

BUSINESS ADDRESS _____

BUSINESS PHONE # _____

COMMITTEES OF INTEREST TO YOU

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

- 1. _____
- 2. _____
- 3. _____

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

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

Why are you interested in serving on this Committee? _____

Other Volunteer Commitments? _____

SIGNATURE OF APPLICANT

DATE

Attachment: Citizen application for appt to a Board (2737 : Appointment of members to the Park Advisory Board)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2746)

DOC ID: 2746 A

Discussion, consideration and ACTION on Legislative Priorities.

Every 2 years we discuss items that the Council would like to express to our legislative representatives to be priorities. Tonight one item that there is a resolution on is the potential for the windstorm insurance to increase by 10%. Other items in the past dealt with leaving local control in place by not putting any more restrictions on annexation, not reducing the revenue cap more than the 8% that it already is, leave funding for parks whole, need funding for our Nature Park, need funding for phase 2 of the Boys & Girls Club, etc.

I talked to Alex Dominguez that will be our representative from this area. He will be at the meeting on October 9.

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2725)

DOC ID: 2725 B

City Manager Report A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. CDBG 2017-2018 Grant H. Henderson Road Project I. City Hall Project J. Building Inspections K. Underground Canal L. Sports Park M. Dog Park N. Development and Annexation Plans O. Update Planning & Zoning Ordinance P. Economic Development Q. Chamber of Commerce 2nd Quarter Report

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

B. Water Plant Update - Guzman & Munoz Engineering have turned in the documents to TCEQ and TWDB for their approval. It is included in the study under C.

C. Water & Wastewater Engineering Study - Guzman & Munoz Engineering continues to work on design, surveying, easements or property required for east and west Highway 100 as well as north on FM 1575. The water portion has now been turned in for approval from TCEQ and TWDB. They have completed the study for wastewater. The Council approved asking for about \$1,500,000 to fix 3 lift stations, run sewer service to the new annexed areas on West Highway 100, replace some old manholes and replace some old sewer lines. There are no grants available for this but we can probably get a low interest loan. The intent will be to do this with no increase in sewer rates. The amounts we can save on repairs can go towards the loan payment. Pablo has met with the engineers, financial advisors and bond council to get a better understanding of the entire project. We have been on hold while we concentrate on the budget. We will pick this up by October.

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

E. Nature Park - Work is done for phase 2 except for the landscaping and some signage that we are waiting to be completed. The sign has been ordered for the park as well. We are working on phase 3 so we can expend the rest of the funds from TPW which is about \$171,000.

F. Hike & Bike Trails - Halff Associates is working on the final design, the timeline and a construction estimate. We are still waiting on TxDOT to get final approval. We hope that is done soon. We also were awarded \$200,000 trails grant through TPW so we will have \$700,000 to work with. However, this will cause a delay since additional environmental clearance will have to be done according to TPW regulations which will take a minimum of a year. We have met with Valley Baptist Legacy Foundation on the delays and explained it to them. They don't like it but neither do we. All we can do is continue the process. We also updated the estimated budget for them. After talking to TxDOT and TPW, we should get the environmental clearance soon.

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

H. Henderson Road Project - Ambiotec provided me with exhibits so I can utilize them to meet with each property owner to work out an agreement with them if possible. I have not had time to work on them due to flooding and other projects as well as working on budget for next year. The environmental clearance has been approved by all agencies. Unfortunately some of the requirements may cause the project cost to increase. I asked Ambiotec if they could assist in acquiring the property for us but it will cost \$2,000 per property which would be over \$20,000. I will find time to get it done.

I. City Hall Project - Information is on this agenda to approve the agreement for the contractor to begin.

J. Building Inspections - We have a potential candidate to handle inspections except the plumbing. It requires very specialized certifications. We will be working to make an agreement with the candidate to do all the inspections except the plumbing and continue to contract with the current person to handle the plumbing. It will also provide a backup. It will be less expensive. We will be working on the agreements for this to happen in the next few weeks.

K. Underground Canal - Bayview Irrigation District is interested in getting a survey done so estimated can be done for potential grants. It is on the agenda for us to fund the part in the city and ETJ. They have not mentioned that they could possibly allow us to use the canal to move the drainage water to the east to another drainage ditch. I will have to investigate this with the drainage district. They also said they can allow us to place drainage in their ROW once the canal is placed underground. If they allow us to do that they would like us to pay the additional \$15,000 for the survey to be done.

L. Sports Park - The Rodeo Committee received estimates on the crossing at Alvarez Court. It is between \$150,000 and \$200,000. They do not have that kind of money so it will not work unless there is some kind of partnership between possibly, then the Stock Show, the County,

Drainage District #1, the developer and the City. The developer also stated only about 10 acres would be included with the bridge crossing and the Rodeo would have to purchase the other 12 acres at appraised value which will be more money than the Rodeo has or can borrow. Unless someone takes the lead, this project is most likely dead.

M. Dog Park - Wal-Mart is interested in moving this project forward. I called there real estate folks again but have not made any progress.

N. Development & Annexation Plans - Will work on this later in the year but annexation costs a lot of money that we don't have so I do not recommend any annexation plans at this time.

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

P. Economic Development - Retail Coach is out promoting the city to different retailers. The have had some good discussions with several potential retailers but nothing firm to report.

Q. Chamber of Commerce Second Quarter Report - It is attached but I did not have them come this time since there was so many other items on the agenda.

Los Fresnos

Chamber of Commerce

www.losfresnoschamber.com

Board of Directors 2018

President – Ray Ortiz
Vice Pres – David Armendariz
Secretary – Victor Moreno
Treasurer – Del Saldaña
Director – Dr. Antonio Vasquez
Director – Pedro Maldonado
Director – Joe Aguilar
Director – Irene Romero
Director – Feliberto Pereira

Executive Director – Val Champion
Administrative Assistant – Terry Sandate

203 N. Arroyo - Los Fresnos Texas 78566

956 233-4488

office@losfresnoschamber.com

QUARTERLY REPORT

2ND QUARTER 2018

Presented to

THE LOS FRESNOS CITY COUNCIL

AUGUST 14, 2018

Los Fresnos

Chamber of Commerce

www.losfresnoschamber.com

Board of Directors 2018

President – Ray Ortiz
Vice Pres – David Armendariz
Secretary – Victor Moreno
Treasurer – Del Saldaña
Director – Dr. Antonio Vasquez
Director – Pedro Maldonado
Director – Joe Aguilar
Director – Irene Romero
Director – Feliberto Pereira

Executive Director – Val Champion
Administrative Assistant – Terry Sandate

203 N. Arroyo - Los Fresnos Texas 78566

956 233-4488

office@losfresnoschamber.com

QUARTERLY REPORT

2ND QUARTER 2018

Presented to

THE LOS FRESNOS CITY COUNCIL

AUGUST 14, 2018

QUARTERLY REPORT

2ND QUARTER – 2018

Los Fresnos Under the Stars Artisan Market:

The first Los Fresnos Under the Stars Artisan Market was held in November 2017. The Market has enjoyed good attendance every month since then. In February the market was combined with the Los Fresnos Rodeo and in July was combined with our Fourth of July Independence Day Celebration at Memorial Park.

Combining the Market with other events has been very successful for both the Market and the event. Accordingly, the Market will be combined with the Narciso Martinez Conjunto Festival in mid-October, our Halloween Festival at the end of October, and our Christmas Festival in early December.

A good measure of the Market's success is due to the free entertainment that is offered each month.

Plans are being made to celebrate the Artisan Market's first year anniversary in November.

Ribbon Cuttings:

---Montes-Castro Public Park
---Safe Ride Driving School

Membership:

New Members:

---Icon Realty
---Excelsior Design & Construction LLC
---Los Fresnos Life Group
---Angel Lucy's Funeral Home
---Gesmie Fit

Updates to the Chamber's Website:

During the first quarter we added the following tabs to the Chamber's website: Birding, City Demographics and History.

For your ready reference we have enclosed a printed version of our website.

Financial Reports:

Attached are the Balance Sheet, the Profit and Loss Statement, and the Statement of Cash Flows for the period ending June 30, 2018.

The Balance Sheet shows the Chamber's position as of June 30th and indicates that we can handle the ebbs and flows of revenues and expenses.

The Profit and Loss Statement shows the Chamber's performance during the period and reports our income and expenses.

The Cash Flow Statement organizes and reports the cash generated and used during the year. It converts the items reported on the P & L from accrual basis to cash basis.

Respectfully submitted on Behalf of the Board of Directors,



Val Champion
Executive Director
Los Fresnos Area Chamber of Commerce
May 8, 2018

Enclosures:
Chamber Website – Print Version
Financial Statements

2:20 PM
08/10/18
Accrual Basis

Los Fresnos Chamber of Commerce

Balance Sheet

As of June 30, 2018

	Jun 30, 18
ASSETS	
Current Assets	
Checking/Savings	
1000 · WF Bank Oper # 1728	6,069.08
1002 · Disaster Relief Account # 2478	809.75
1003 · Savings Account # 8707	2,002.49
Total Checking/Savings	8,881.32
Accounts Receivable	
1100 · *** ACCOUNTS RECEIVABLE ***	1,050.00
Total Accounts Receivable	1,050.00
Total Current Assets	9,931.32
TOTAL ASSETS	9,931.32
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *** ACCOUNTS PAYABLE ***	742.50
Total Accounts Payable	742.50
Other Current Liabilities	
2200 · *** PAYROLL LIABILITIES ***	
2401 · Fed Tax WH Liab	19.97
2402 · FICA Tax	200.46
Total 2200 · *** PAYROLL LIABILITIES ***	220.43
Total Other Current Liabilities	220.43
Total Current Liabilities	962.93
Total Liabilities	962.93
Equity	
3100 · Chamber Equity	3,309.74
Net Income	5,658.65
Total Equity	8,968.39
TOTAL LIABILITIES & EQUITY	9,931.32

Attachment: CHAMBER 2ND QUARTER REPORT 2018 (2725 : City Manager Report)

2:25 PM

08/10/18

Accrual Basis

Los Fresnos Chamber of Commerce

Profit & Loss

January through June 2018

	Jan - Jun 18
Ordinary Income/Expense	
Income	
4000 - *** REVENUE ***	
4001 - MEMBERSHIP DUES	13,050.00
4002 - INTEREST	0.22
4006 - CITY CONTRIBUTION	17,100.00
4009 - 4TH OF JULY	
4009.20 - Vendor Income	140.00
4009.30 - Donations	2,000.00
4009.40 - Sponsorships	800.00
Total 4009 - 4TH OF JULY	2,940.00
4012 - RODEO	
4012.10 - Parade Entry Fee	525.00
Total 4012 - RODEO	525.00
4025 - ARTISAN MARKET	
4025.10 - Vendor Income	2,985.00
Total 4025 - ARTISAN MARKET	2,985.00
Total 4000 - *** REVENUE ***	36,600.22
Total Income	36,600.22
Gross Profit	36,600.22
Expense	
*** GENERAL ADMIN EXPENSES ***	
6200 - ** ADVERTISING **	
6201 - Advertising Expenses	50.00
Total 6200 - ** ADVERTISING **	50.00
6300 - ** MAINTENANCE **	
6301 - Office Equip Maintenance	287.99
6305 - Maint PCs, Website & Software	1,973.84
Total 6300 - ** MAINTENANCE **	2,261.83
6350 - ** POSTAGE & DEL **	
6351 - Postage, Mailing Service	69.26
Total 6350 - ** POSTAGE & DEL **	69.26
6400 - ** OFFICE EXPENSE **	
6401 - General Office Supplies	826.53
6400 - ** OFFICE EXPENSE ** - Other	153.45
Total 6400 - ** OFFICE EXPENSE **	979.98
6500 - ** PROFESSIONAL FEES **	
6501 - Accounting Fees	190.00
6505 - Contract Labor	25.00
Total 6500 - ** PROFESSIONAL FEES **	215.00
6550 - ** TELEPHONE EXP **	
6551 - Telephone, Land Line	105.81
6552 - Internet Provider Exp	348.56
Total 6550 - ** TELEPHONE EXP **	454.37
6650 - ** INSURANCE **	
6651 - Liability Insurance	265.33
Total 6650 - ** INSURANCE **	265.33

Attachment: CHAMBER 2ND QUARTER REPORT 2018 (2725 : City Manager Report)

2:25 PM

08/10/18

Accrual Basis

Los Fresnos Chamber of Commerce

Profit & Loss

January through June 2018

	Jan - Jun 18
6700 · ** PAYROLL EXPENSE **	
6710 · LABOR EXP	
6711 · Payroll Executive	21,175.08
6713 · Payroll Admin	0.00
Total 6710 · LABOR EXP	21,175.08
6720 · ** PAYROLL BENEFITS **	
6451 · Travel Allowance	3,000.00
6721 · Fica Exp Co	1,619.89
Total 6720 · ** PAYROLL BENEFITS **	4,619.89
Total 6700 · ** PAYROLL EXPENSE **	25,794.97
Total *** GENERAL ADMIN EXPENSES ***	30,090.74
6000 · *** EVENT EXPENSES ***	
6006 · 4th of July Expenses	747.84
6012 · Artisan Market	52.99
Total 6000 · *** EVENT EXPENSES ***	800.83
Total Expense	30,891.57
Net Ordinary Income	5,708.65
Other Income/Expense	
Other Expense	
8000 · *** Bad Debt ***	
8001 · Bad Debt's and Write Offs	50.00
Total 8000 · *** Bad Debt ***	50.00
Total Other Expense	50.00
Net Other Income	-50.00
Net Income	5,658.65

Attachment: CHAMBER 2ND QUARTER REPORT 2018 (2725 : City Manager Report)

2:26 PM

08/10/18

Los Fresnos Chamber of Commerce
Statement of Cash Flows
 January through June 2018

	<u>Jan - Jun 18</u>
OPERATING ACTIVITIES	
Net Income	5,658.65
Adjustments to reconcile Net Income to net cash provided by operations:	
1100 - *** ACCOUNTS RECEIVABLE ***	-50.00
2000 - *** ACCOUNTS PAYABLE ***	742.50
2200 - *** PAYROLL LIABILITIES ***:2401 - Fed Tax WH Liab	-295.99
2200 - *** PAYROLL LIABILITIES ***:2402 - FICA Tax	-1,382.88
	<u>4,672.28</u>
Net cash provided by Operating Activities	4,672.28
Net cash increase for period	4,672.28
Cash at beginning of period	4,209.04
Cash at end of period	<u><u>8,881.32</u></u>

Attachment: CHAMBER 2ND QUARTER REPORT 2018 (2725 : City Manager Report)

The Los Fresnos Chamber of Commerce

Home



The Chamber is a business-oriented organization committed to promote businesses in the Los Fresnos, Texas market area. For more information regarding any function or event please contact the Chamber office at (956) 233-4488 or office@losfresnoschamber.com



Mission Statement



The Los Fresnos Chamber of Commerce is organized to promote and assist businesses in our market area. We are committed to seek and implement all possible ways to promote, announce, and advertise your business.

The Chamber also promotes social and cultural events to enhance the welfare and prosperity of our community.

Email blasts, Facebook and Website posts are a source of business networking and inform the community of forthcoming events and activities.

Four Seasons Promotion Campaign

The Los Fresnos Chamber of Commerce Four Seasons Promotion Campaign Summer Specials

Exterior Pools & Construction



Texas Summer Special!
Pools Starting at \$24,500

Los Fresnos News
Small Community Newspaper Serving Residents & Visitors

ADVERTISE YOUR BUSINESS IN OUR BUSINESS DIRECTORY!

\$15*
per week

Ad size: 2.3" W x 1.5" H

*RATE IS PER WEEK AND REQUIRED FULL YEAR COMMITMENT. BILLED MONTHLY, FIRST MONTH UP FRONT. BUSINESS DIRECTORY ADS ARE BLACK & WHITE TEXT W-LOGO ONLY.




Alma D. Gonzalez
Realtor

ICON REALTY

3381 Ruben Torres Blvd.
Brownsville, TX 78526
Cell: (956) 459-3404
Email: almad2@aol.com


CHINESE EXPRESS
TASTE OUT CHINESE FOOD

956-793-8596

407 W. Ocean Blvd. Ste. A
Los Fresnos, TX. 78566

10% off Senior Citizens
10% off Dinner Plates to go
4:00pm - 8:00pm
Tuesday - Friday

WE DO MORE THAN KICK - DO IT ALL AT THE DOJANG - LOS FRESNOS
@LOS FRESNOS FITNESS GYM
3 MONTHS - \$75.00



956-559-6171

Monday, Wednesday, Thursday, Friday 6:30pm - 8:30pm
Saturday 9:30am-12:30pm

25% off Law Enforcement, LF City Employees, and Teachers

Frutti ROLLO
- Rollos
- Pasteles
- Empanadas
- Quequitos
- Chocoflan

315 North Arroyo Blvd. Suite 4
"ARROYO PLAZA"
Los Fresnos, TX. 78566

Ph: (956) 408-8290

10% off purchases - Must present ad

Los Fresnos Life Group

KNOW JESUS, KNOW LIFE... TOGETHER

St. Paul Lutheran Church

Sunday evenings, 6pm
111 E. Seventh St.
Los Fresnos, TX 78566
(957) 974-7418
Life Group Leader: Chad Breason
cbreaso@stplch.com

Cuts & More
Unisex Beauty Salon & Spa Services

Owner: **Martina Ruiz**
(956) 233-3250
(956) 561-5507
martsandmore826@gmail.com

216 S. Arroyo Blvd Suite A
Los Fresnos Texas 78566

Tuesdays Walk-Ins Only
Manicures \$12. Regularly \$15
Pedicure \$18. Regularly \$20
Wax, Eyebrow & Lip \$13. Regularly \$15
Color Short Hair Only \$35. Regularly \$45
Must Present Flyer

Cloud's Boutique

NOW OPEN

Monday - Saturday 10:00am - 7:00pm
Sunday 11:00am - 5:00pm

**Name brand clothing
Women's Plus size available**

511 E Ocean Blvd Ste Los Fresnos Tx 78566

30% off purchases - Must present ad

956-551-3129

Fall Specials Presented: September 1, 2018

Announcements

Click to Zoom Announcement

Aug. 25 5:00pm to 10:00pm
Great Dancing Music, Plenty of Great Food and Merchandise from our Valley Wide Vendors

LOS FRESNOS
Vendors, Artists, Farmers, Marketers, Arts and Crafters, Food Trucks Or Talent of any Kind

For Entertainment Call: Linda Lopez 956-459-4909 or Isabel Montes Va 956-579-4788

UNDER THE STARS
Artisan Market

Hot Taco Eating Competition

America's Dress

Rental Dress
Specs that include Quinceañera Dress, Boudoir, Tulle & Hair Styling & Makeup

WEDDING SERVICES
To see our full collection of dresses, visit our website at www.americasdress.com

WEDDING SERVICES \$1.00

Direct Cremation

\$795 Immediate Need

Memorial Cremation Center
208 E. Canton
Edinburg, Texas
956-720-4449

Enroll Now!!
803 OLD McDonald
Daycare/Learning Center
Licensed Pre-School / Daycare
Open Monday - Friday
6:30am - 6:00pm

CCMS PROVIDER
Certified Staff
Early Childhood Curriculum

Cottage at Lago Vista
Opening January 2019

Coastal Event Rentals RGV
21451 State Highway 281, Suite 100, Laredo, TX 78040

LOS FRESNOS FITNESS GYM

SUMMER CLASS SCHEDULE
LOS FRESNOS FITNESS GYM

EXERCISE NOT TO GO TO THE GYM IS THAT YOU JUST GOT BACK

910 West Ocean Boulevard
Los Fresnos, Texas 78005
956-233-0544

Angel Lucy's Funeral Home
Now Open

Offering
All Celebration of Life Services

Angel Lucy's provides a haven of understanding and support during your time of sadness and loss.

2211 South Arthur Street, Edinburg, Texas 78541
956-724-7400
956-727-8124

Cosmie FIT

EXERCISE

EXERCISE

Chinese Express

Kung Pao Buffet \$6.99

211 West Ocean Boulevard
Los Fresnos, Texas 78005
956-233-0544

STORAGE DEPOT LOS FRESNOS

Storage and More

211 West Ocean Boulevard
Los Fresnos, Texas 78005
956-233-0544

Every 4th Saturday of The Month
UNDER THE STARS
Memorial Park 900
N. Arroyo Blvd
5:00 pm to 9:00 pm

LOS FRESNOS ARTISAN MARKET
JUNE 23 JULY 28 AUG. 25 SEPT. 22

Pet Funeral Home and Crematory
956-720-4414
208 E. Canton
Edinburg, TX 78539

Events 2018

Under the Stars Los Fresnos Artisan Market
 Rodeo Parade
 Fourth of July Festival
 Conjunto Festival
 Halloween Festival
 Christmas Parade
 Christmas Festival
 Under the Stars Los Fresnos Artisan Market

Friday, Saturday, and Sunday February 16, 17, and 18
 Saturday, February 17
 Wednesday, July 4
 Friday, Saturday, and Sunday, October 19, 20, and 21
 Wednesday, October 31
 Saturday, December 8
 Saturday, December 8
 3rd or 4th Saturday of every month, except February (Rodeo)

Upcoming Events

Aug. 25 5:00pm to 10:00pm
 Great Dancing Music, Plenty of Great Food and Merchandise from our Valley Wide Vendors.

Los Fresnos
 Chamber of Commerce

Vendors,Artisans,
 Farmers Marketers,
 Arts and Crafters,
 Food Trucks Or
 Talent of any Kind
 For Entertainment!
 Call : Linda Lopez
 956-459-4909 or
 Isabel Montes Vo
 956-579-4788

1st Taco Eating Competition

UNDER THE STARS
 Artisan Market

Memorial Park 900
 N. Arroyo Blvd
 5:00 pm to 10:00 pm

Los Fresnos
ARTISAN MARKET

JUNE 23 JULY 28 AUG. 25 SEPT. 22

**Every 4th Saturday
 of The Month**

**UNDER THE
 STARS**

**Memorial Park 900
 N. Arroyo Blvd
 5:00 pm to 9:00 pm**

**LOS FRESNOS
 ARTISAN MARKET**

JUNE 23 JULY 28 AUG. 25 SEPT. 22

Under the Stars Los Fresnos Artisan Market at the Rodeo Grounds



Join

Los Fresnos Chamber of Commerce

Board of Directors

President – Ramon Ortiz
 Vice President – David Armendariz
 Secretary – Victor Moreno
 Treasurer – Gudelio Saldaña
 Director – Pedro Maldonado
 Director – Joe Aguilar
 Director – Feliberto Pereira
 Director – Irene Romero
 Director – Dr. Antonio Vasquez

Executive Director – Val Champion
 Administrative Assistant – Terry Sandate

203 N. Arroyo - Los Fresnos Texas 78566 956 233-4488 office@losfresnoschamber.com

Membership Application

Date of Application:

Renewal

☐

New Member

☐

Business Name:

Type of Business:

Owner/Manager:

Physical Address:

Mailing Address (if
different):

Phone:

Fax:

Cell:

Website:

Email Address:

Circle how you prefer to receive information:

Email

Phone

Fax

Membership Fee:

\$

MEMBERSHIP CATEGORIES

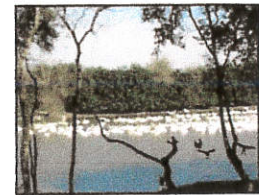
- Corporate Member: \$300.00 (Businesses with more than 50 employees)
- Business Member: \$150.00 (Businesses with fewer than 50 employees)
- Governmental Entity: \$250.00 (Schools, Police, EMS, City Governments, etc.)
- Associate Non-Profit Member: \$50.00
- Individual Member: \$50.00

*An Individual Member is a Non-Voting Member, not affiliated with any organization or business or is an officer or employee of a member business, and who wishes to have an individual membership.

Birding

Los Fresnos Birding Sites

1. Casa Los Ebanos
2. Russell Town - Highway 100
3. FM 803 - Irrigation #6
4. Los Fresnos Treatment Plant
5. Los Fresnos Nature Park
6. Laguna Acosta Wild Life Refuge
7. Palo Alto Battlefield National Historic Park
8. Inn at Chachalaca Bend
9. Old Port Isabel Road
10. Highway 100 - Driving tour to Port Isabel



Olmito Birding Sites

1. Texas Parks & Wildlife - Coastal Fisheries Field Station
2. Camp Lula Sams
3. Resaca de Palma State Park
4. FM 1421 Driving Tour (Resaca Road)

Birding Guides

1. Michael Marsden - San Benito, Texas
(956) 276-4409 - valleybirders@gmail.com
2. Keith Hackland - Alamo, Texas
(956) 782-9912 - alamoinn@aol.com
3. Mary Beth Stowe - Alamo, Texas
(956) 782-9912 - mbstowe@miriameaglemon.com
4. Mary Gustafson - Mission, Texas
(956) 276-4528 - live4birds@aol.com

Birding Information

1. eBird
2. eBirding

Watch for such species as Harris's Hawk, Plain Chachalaca, Long-billed Thrasher, Bewick's Wren, and Olive Sparrow. Several species of ducks and shorebirds are likely to be present. During summer, nesting Killdeer, Willets, and Black-necked Stilts vigorously defend their territories. Visits usually produce a dozen species of dragonflies and damselflies, including the typically coastal Marl Pennant and Seaside Dragonlet.

City Demographics

Los Fresnos (Spanish for "The Ash Trees"^[3]) is a city in Cameron County, Texas, United States. The population was 6,542 at the 2010 census, up from 4,512 at the 2000 census. It is part of the Brownsville–Harlingen–Raymondville and the Matamoros-Brownsville metropolitan areas.

Los Fresnos is located slightly south of the geographic center of Cameron County at 26°4'24"N 97°28'41"W (26.073216, -97.478164). It is 12 miles (19 km) north of the center of Brownsville and 18 miles (29 km) southeast of Harlingen.

According to the United States Census Bureau, Los Fresnos has a total area of 3.1 square miles (7.9 km²), of which 2.9 square miles (7.6 km²) is land and 0.1 square miles (0.3 km²), or 3.98%, is water.^[4]

As of the census of 2000, there were 4,512 people, 1,296 households, and 1,092 families residing in the city. The population density was 1,868.9 people per square mile (722.9/km²). There were 1,480 housing units at an average density of 613.0 per square mile (237.1/km²). The racial makeup of the city was 81.96% White, 0.42% African American, 0.13% Native American, 0.02% Asian, 0.09% Pacific Islander, 14.38% from other races, and 2.99% from two or more races. Hispanic or Latino of any race were 84.62% of the population.

There were 1,296 households out of which 53.5% had children under the age of 18 living with them, 63.7% were married couples living together, 17.7% had a female householder with no husband present, and 15.7% were non-families. 14.2% of all households were made up of individuals and 7.7% had someone living alone who was 65 years of age or older. The average household size was 3.48 and the average family size was 3.86.

In the city, the population was spread out with 36.4% under the age of 18, 9.2% from 18 to 24, 29.2% from 25 to 44, 17.1% from 45 to 64, and 8.1% who were 65 years of age or older. The median age was 28 years. For every 100 females, there were 93.8 males. For every 100 females age 18 and over, there were 84.6 males.

The median income for a household in the city was \$25,793, and the median income for a family was \$27,670. Males had a median income of \$20,459 versus \$17,904 for females. The per capita income for the city was \$9,507. About 28.5% of families and 34.2% of the population were below the poverty line, including 43.8% of those under age 18 and 22.4% of those age 65 or over.

A Brief History of Los Fresnos



A photo from 1948 of the Los Fresnos train station. The station linked Los Fresnos to the rest of the developing Valley in those days.

Photo: For We Love Our Valley Home by Miriam Chatelle, 1948.

by James A. Keillor

Los Fresnos, a small community located in Cameron County approximately twelve miles north of Brownsville, was one of the last unsettled frontiers of the Rio Grande Valley. It was almost the last tract of land to be opened under the “land company system”. The upper Valley had been quite well cleared by northern farmers by 1915 when the first settlers came to Los Fresnos. The town grew rapidly from its beginning until the Great Depression and again during the decade of the 1940s but has always maintained a Small-town atmosphere.

It is not clear how Los Fresnos received its name as several versions may be found. According to one account, it was named after the Rancho Los Fresnos established by Mexican ranchers as early as 1771.

Another account tells us the proposed town was initially named Moseville by Lon C. Hill, Sr., naming it after his son, Lon C. (Mose) Hill, Jr., but the name was subsequently changed to Los Fresnos. However, Harry H. Whipple, an early settler who moved to Los Fresnos in the summer of 1915, states that it was already called Los Fresnos when he arrived.

A third account gives the credit directly to Hill, Sr. for the eventual name. “As he rode through the senderos (winding lanes) viewing, and planning for the future development of, this beautiful country, he saw many ash trees scattered in the woods and on the banks of the resacas”.

Because of this he began calling the locality Los Fresnos – Spanish for “The Ash”. To help settle the issue one might have to look to the account offered by Juanita Zumwalt Steer, a member of the first family to settle in the new town, having arrived in April of 1915.

She states, “One afternoon I remember my mother and Mose Hill talking about giving our place a name. They decided on the name of Los Fresnos. . .”

Many individuals were responsible for the development of the town site. In 1909, Hill, Sr. purchased several thousand acres within the Espiritu Santo Grant including shares or portions of shares 12, 20, and 22. He subsequently organized the Rio Grande Canal Company in 1912. This company then sold 9778.94 acres to the Los Fresnos Land and Irrigation Company for development. The principal parties of the Los Fresnos Land and Irrigation Company were J. B. Scott, Juan Fernandez, and S.C. Morton.

Whipple remembers “the Scott Fernandez Land Company owned the land where the original town site of twenty acres was created; however, they were only the owners of the land” and another company was responsible for the promotion of the town, building the school house, and arranging the train excursions.”

Board of Directors & Officers

President
Ramon Ortiz
(956) 455-4109

Vice President
David Armendariz
(956) 233-3276

Secretary
Victor Moreno
(956) 264-7720

Treasurer
Gudelio Saldaña
(956) 434-6793

Director
Dr. Antonio Vazquez
(956) 233-5252

Director
Feliberto Pereira
(956) 241-3938

Director
Irene Romero
(956) 371-2957

Director
Joe Aguilar
(956) 434-1840

Director
Pedro Maldonado
(956) 254-5207

Executive Director
Val Champion
(956) 233-4488

Executive Assistant
Terry Sandate
(956) 233-4488

Contact Us

Email

office@losfresnoschamber.com

Phone

(956) 233-4488

Address

203 North Arroyo Boulevard, Suite A
Los Fresnos, Texas 78566

Office Hours

Monday - Thursday
9:00am - 12:00pm
1:00pm - 4:00pm



Find us on
Facebook

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Manager
Category: Report
Prepared By: Jacqueline Moya
Initiator: IQM2 Admin
Sponsors:
DOC ID: 2726 A

SCHEDULED

ACTION ITEM (ID # 2726)

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

Call with questions.

I recommend approval.



Fund 01 - General Fund

Financial Summary

Budget Target 91.67%

Revenue	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
Property Taxes	\$ 1,430,982	\$ 1,477,984.81	\$ -	\$ (47,002.81)	\$ 33,260.64	\$ 17,337.44	103.28%
Nonproperty Taxes	1,315,360	\$ 1,297,471.07	-	17,888.93	\$ 120,519.89	140,739.98	98.64%
Police	490,000	\$ 554,431.50	-	(64,431.50)	\$ 46,157.03	40,553.48	113.15%
Health	9,050	\$ 7,505.50	-	1,544.50	\$ 722.50	705.00	82.93%
Garbage	133,000	\$ 166,499.98	-	(33,499.98)	\$ 15,668.74	68,630.06	125.19%
Parks	35,500	\$ 34,883.63	-	616.37	\$ 2,718.00	856.00	98.26%
Library	13,000	\$ 11,729.44	-	1,270.56	\$ -	1,144.25	90.23%
Misc Revenue	25,000	\$ 20,207.96	-	4,792.04	\$ -	379.30	80.83%
Reimbursables	127,751	\$ 288,835.80	-	(161,084.80)	\$ 21,982.77	11,856.05	226.09%
Total Revenue	\$ 3,579,643	\$ 3,859,549.69	\$ -	\$ (279,906.69)	\$ 241,029.57	\$ 282,201.56	107.82%

Expenditure	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
City Council	\$ -	\$ (50.00)	\$ -	\$ 50.00	\$ -	\$ (50.00)	0%
Administration	406,701	\$ 354,041.85	\$ -	\$ 52,659.15	\$ 23,761.64	\$ 21,292.34	87.05%
Municipal Court	200,758	\$ 179,306.02	1,340.92	\$ 20,111.06	\$ 14,158.10	17,640.35	89.31%
Tax Assessor Collector	33,083	\$ 36,613.08	370.31	\$ (3,900.39)	\$ 160.13	5,391.77	110.67%
Elections	13,500	\$ 11,045.13	\$ -	\$ 2,454.87	\$ -	-	81.82%
Police	1,625,817	\$ 1,251,008.45	-	\$ 374,808.55	\$ 163,082.51	107,457.95	76.95%
Fire	166,150	\$ 85,795.89	99,261.33	\$ (18,907.22)	\$ 611.87	701.80	51.64%
Engineering	80,150	\$ 73,610.57	533.65	\$ 6,005.78	\$ 12,136.83	-	91.84%
Health	135,836	\$ 82,003.23	-	\$ 53,832.77	\$ 7,162.54	6,341.48	60.37%
Emergency Medical Serv	181,300	\$ 111,405.81	2941.00	\$ 66,953.19	\$ 23.74	23.74	61.45%
Garbage	4,250	\$ 3,689.43	\$ -	\$ 560.57	\$ 1,362.49	859.70	86.81%
Storm Water	15,000	\$ 13,556.53	14.00	\$ 1,429.47	\$ -	-	90.38%
Streets	334,662	\$ 291,020.81	-	\$ 43,641.19	\$ 37,652.82	5,302.35	86.96%
Parks	448,802	\$ 350,443.57	36,105.64	\$ 62,252.79	\$ 20,366.76	24,245.35	78.08%
Library	170,876	\$ 142,131.93	6,640.48	\$ 22,103.59	\$ 13,537.43	10,587.44	83.18%
Community Center	13,598	\$ 7,729.27	73.85	\$ 5,794.88	\$ 704.30	885.23	56.84%
Emergency Management	57,777	\$ 40,515.07	-	\$ 17,261.93	\$ 2,231.72	441.28	70.12%
All Department Expense	14,600	\$ 10,271.00	570.00	\$ 3,759.00	\$ 288.47	2,637.45	70.35%
City Promotion	4,500	\$ 4,500.00	\$ -	\$ -	\$ -	-	100.00%
DSRIP-Community Health	45,000	\$ 36,907.21	\$ -	\$ 8,092.79	\$ 3,437.44	3,319.77	82.02%
Mental Task Force Program	59,499	\$ 52,422.34	\$ -	\$ 7,076.66	\$ 4,808.15	4,503.25	88.11%
Information Technology	34,324	\$ 26,266.48	3534.21	\$ 4,523.31	\$ 1,374.00	1,336.50	76.53%
Transfers	69,070	\$ -	\$ -	\$ 69,070.00	\$ -	-	0.00%
Total Expenditures	\$ 4,115,253	\$ 3,164,233.67	\$ 151,385.39	\$ 799,633.94	\$ 306,860.94	\$ 212,917.75	76.89%

Revenue Over/Under Expenditures	\$ (535,610)	\$ 695,316.02	\$ (151,385.39)	\$ (1,079,540.63)	\$ (65,831.37)	\$ 69,283.81
---------------------------------	--------------	---------------	-----------------	-------------------	----------------	--------------

Attachment: CC FINANCIAL REPORT AUG 2018 (2726 : Financial Report)

CHECKLIST FOR				AUGUST 2018
GENERAL FUND				
CK#	VENDOR NAME	Inv.Date	Amount	Description
194	CITY OF L.F. PAYROLL ACCT	08/23/18	\$ 73,275.68	DUE TO PAYROLL #24 8/24/18
32738	BIBI GARZA	08/03/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 7/28/18
32739	LAURA MORALES	08/03/18	\$ 350.00	CANCELLATION OF EVENT-LF COMMUNITY CENTER 10/20/18
32740	MAYBELIN RAMIREZ	08/03/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF POOL 7/29/18
32741	POLO NARVAEZ	08/03/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 7/27/18
32742	ALLIED WASTE SERVICES	07/31/18	\$ 512.63	1 WASTE CONTAINER-100 RODEO DRIVE-FIRE DEPT
32743	AUDIOSOLUTIONZ	07/27/18	\$ 199.00	TRAINING VIDEO- A TEAM OF EAGLES
32744	CAMERON COUNTY ELECTIONS	06/27/18	\$ 10,813.33	NOV 7, 2017-ELECTIONS
32745	CDW GOVERNMENT	07/18/18	\$ 1,414.86	BARRACIDA FIREWALL CONTRACT
32746	CITY OF LOS FRESNOS	07/20/18	\$ 695.64	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/B&G CL
32747	CITY OF LOS FRESNOS	07/21/18	VOID	VOIDED CHECK-CONTINUED
32748	DPS GENERAL SERVICES	07/31/18	\$ 97.50	BLOOD TEST KITS FOR CID
32749	ENRIQUE JUAREZ	07/31/18	\$ 1,875.00	JULY 2018-ATTORNEY FEES
32750	FEDERAL EXPRESS	07/20/18	\$ 48.81	DELIVERY-SAFETY VISION
32751	FUELMAN	VARIOUS	\$ 2,634.66	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
32752	GENE DANIELS	08/01/18	\$ 1,850.00	AUG 2018-JUDGE/PHONE STIPEND
32753	GERONIMO SHELTON	08/01/18	\$ 451.00	AUG 2018-FIRE MARSHAL
32754	HOME DEPOT	VARIOUS	\$ 448.80	GRASS SEED/FIREANT KILLER/MOSQUITO REPELLANT/TOP
32755	JAVIN MORALES	07/31/18	\$ 95.00	PER DIEM-EUTANASIA COURSE 8/15-8/17/18-GIDDINGS, TX
32756	JOSE SOSA	07/31/18	\$ 400.10	HOTEL/PER DIEM-EUTANASIA COURSE 8/15-8/17/18-GIDDIN
32757	JUNIOR LIBRARY GUILD	07/18/18	\$ 2,590.90	LIBRARY BOOKS
32758	JUNIOR LIBRARY GUILD	07/18/18	VOID	VOIDED CHECK-CONTINUED
32759	KIEFER	07/13/18	\$ 197.19	POOL SUPPLIES-LIFEGUARD SUPPLIES
32760	G.I.I.C.A.-LITTLE CAESARS	07/26/18	\$ 60.00	PIZZA FOR FAMILY MOVIE NIGHT
32761	LOS FRESNOS CHAMBER OF COM	08/01/18	\$ 2,850.00	AUG 2018-SERVICE AGREEMENT
32762	MANNY'S UNIFORMS	07/18/18	\$ 271.96	TACTICAL UNIFORMS-POLICE DEPT
32763	MEJIA & ROSE INC	07/17/18	\$ 4,477.86	ENGINEERING-RODEO DRIVE
32764	OFFICE DEPOT	VARIOUS	\$ 617.25	OFFICE SUPPLIES-PD-MEMO PADS/DVDS/CUPS/BINDERS/B
32765	PETTY CASH	VARIOUS	\$ 39.74	FRUIT-CITY HALL EMPLOYEES
32766	POOLSURE	07/17/18	\$ 437.50	SODIUM HYPOCHLORITE-POOL
32767	PROFESSIONAL PRINTING	07/27/18	\$ 215.00	CASE CARD/CRIMINAL TRESSPASSING FORMS-POLICE DEPT
32768	PURCHASE POWER	07/31/18	\$ 499.76	JULY 2018-POSTAGE
32769	REGION STAFFING	VARIOUS	\$ 2,679.95	CONTRACT LABOR-WEEKENDING 7/15,7/22/18
32770	RIO GRANDE VALLEY COMMUNIC	07/30/18	\$ 40.00	ADDITIONAL RADIO FOR LFCISD POLICE DEPT
32771	ROCHA INFRASTRUCTURE	07/31/18	\$ 300.00	REPAIR LIGHTING-PD HOLDING CELL
32772	SAM'S	VARIOUS	\$ 330.65	SNACKS-MOVIE NIGHT/4TH OF JULY EVENT/EMPLOYEE CEL
32773	SANCHEZ TIRE SHOP	07/20/18	\$ 5.00	TIRE REPAIRS-POLICE DEPT
32774	SUNTRUST EQUIPMENT	07/17/18	\$ 49,524.87	911 RADIO COMMUNICATION SYSTEM
32775	T.L.E.R.A.	07/31/18	\$ 160.00	TX LAW ENFORCEMENT RECORDS ASSOC. CONFERENCE I
32776	TX TAG	07/15/18	\$ 2.60	TOLL FEES-POLICE DEPT
32777	TYLER TECHNOLOGIES	08/01/18	\$ 6,652.28	ANNUAL SOFTWARE MAINTENANCE 9/1-8/31/19
32778	PEDERSON CONSTRUCTION	07/24/18	\$ 37,384.00	RODEO DRIVE CONSTRUCTION
32779	RECORDS CONSULTANTS INC	08/06/18	\$ 1,750.00	FIXED ASSETS MANAGEMENT INVENTORY ANNUAL UPDATI
32780	CITY OF L.F. PAYROLL ACCT	08/09/18	\$ 74,776.08	DUE TO PAYROLL #23 8/10/18
32781	EDITH GARCIA	08/17/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 8/4/18
32782	ETERNAL ROCK CHRISTIAN CENT	08/17/18	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 8/12/18
32783	MAHALI GONZALEZ	08/17/18	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 8/4/18
32784	MARIA D. NAVARO	08/17/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 8/10/18
32785	ALLIED WASTE	07/31/18	\$ 343.91	30 YD ROLL OFF-PICK UP 7/25/18 100 RODEO DRIVE
32786	ALLIED WASTE	07/28/18	\$ 130.95	30 YD ROLL OFF-TIRE RECYCLING
32787	ALLIED WASTE	07/31/18	\$ 46,101.05	SOLID WASTE/BRUSH COLLECTION
32788	ARCHER BUSINESS SYST	VARIOUS	\$ 796.68	COPIER METER READING-COURT/PD/CITY HALL/COMM HEA
32789	AT&T MOBILITY	08/01/18	\$ 1,230.09	MOBILE PHONE SERVICE-CITY HALL/PD/COURT/CODE/EM/H
32790	BIANCA RAMIREZ	08/17/18	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 8/11/18
32791	BRIAN MCALLISTER	08/15/18	\$ 150.00	REPAIR GUIDE POLES AT CITY POOL
32792	CAMERON COUNTY ELECTIONS	07/31/18	\$ 9,958.94	DEPOSIT FOR NOV 6,2018 ELECTION
32793	CDC	08/17/18	\$ 33,528.34	TAX ALLOCATION END 8/7/18
32794	CHRISTINE DELA ROSA	VARIOUS	\$ 45.67	REIMBURSE MILES-DIABETES PREVENTI

32795	CINTAS	08/06/18	\$ 280.94	MEDICAL SUPPLIES-CITY HALL/COMM. CENTER/PD
32796	DAVID PADBERG	VARIOUS	\$ 1,800.00	VEGETATION SPRAYING-PARKS/STREET/ALLEYS/WWP
32797	DELTA SPECIALTIES SUPPLY	07/27/18	\$ 21.95	RESERVED PARKING SIGN
32798	DIRECT ENERGY	07/30/18	\$ 3,240.10	ELEC-PARKS/LIBRARY/B&G CLUB
32799	EDWARDS PEST CONTROL	08/09/18	\$ 119.96	PEST CONTROL-CH/PD/LIBRARY/ANIMAL SHELTER/TRAININ
32800	FIRESTONE BFS	07/13/18	\$ 3,006.64	TIRES FOR 7 PD UNITS
32801	FOUR STAR DRIVE IN	07/31/18	\$ 188.00	JULY 2018-PRISONER MEALS
32802	FUELMAN	VARIOUS	\$ 2,048.95	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
32803	GT DISTRIBUTORS	VARIOUS	\$ 5,059.70	WEAPON MOUNT CAGE-PD UNITS/RIFLES-PD
32804	HECTOR'S MUFFLER	07/13/18	\$ 35.00	OIL CHANGE-PK-101
32805	HUGHES NETWORK	08/04/18	\$ 112.41	SATELLITE INTERNET-EOC
32806	INGRAM LIBRARY SERVICES	VARIOUS	\$ 251.38	LIBRARY BOOKS
32807	INGRAM LIBRARY SERVICES	VARIOUS	VOID	VOIDED CHECK-CONTINUED
32808	INGRAM LIBRARY SERVICES	VARIOUS	VOID	VOIDED CHECK-CONTINUED
32809	JAIME'S TIRE SHOP	08/08/18	\$ 229.78	NEW TIRES-PK 101
32810	LESLIE'S SWIMMING POOL	08/02/18	\$ 53.44	POOL SUPPLIES-SULFURIC ACID/TOTAL ALKALINITY
32811	LEXIS NEXIS RISK DATA	07/31/18	\$ 100.00	PEOPLE SEARCH PROGRAM
32812	LOS FRESNOS NEWS	VARIOUS	\$ 448.00	ADS-PUB HEARING-DUPLEX/MATERIAL TESTING-CITY HALL
32813	LUIS RAMOS	07/31/18	\$ 7,658.97	JULY 2018-CUSTOMER SERVICE INSPECTIONS
32814	MANUEL RIVAS	08/06/18	\$ 275.00	WIRING FOR STORANGE ROOM-SHOOTING RANGE
32815	MAXIMINO TORRES	VARIOUS	\$ 1,241.00	LOT MOWING-WEEDED LOTS IN VIOLATION OF CITY ORDIN/
32816	MCDONALD'S	07/31/18	\$ 43.00	JULY 2018-PRISONER MEALS
32817	MCCOY'S BUILDING	08/01/18	\$ 1,490.14	MATERIAL-SHOOTING RANGE IMPROVEMENTS
32818	MUNCIPAL CODE CORP	08/06/18	\$ 542.50	ONLINE ANNUAL WEB HOSTING/ORDBANK/CODE BANK
32819	O'REILLY AUTO	VARIOUS	\$ 186.51	JULY 2018-SUPPLIES FOR MAINT/AIR FILTER/HYDROLIC FILT
32820	PEDERSON CONSTRUCTION	08/03/18	\$ 1,219.00	LIMESTONE-RODEO DRIVE
32821	PETTY CASH	VARIOUS	\$ 139.82	WALMART-FRUIT CITY EMPLOY/OFFICE SUPPLIES-PD
32822	POOLSURE	08/07/18	\$ 437.50	SODIUM HYPOCHLORITE-CITY POOL
32823	PROTECH SECURITY SYST	08/13/18	\$ 320.00	REPAIR OUTSIDE JAIL DOOR
32824	PROTECTION ONE	07/26/18	\$ 197.00	ANNUAL FIRE EXTINGUISHER INSPECTION-CITY BUILDINGS
32825	QUILL	07/26/18	\$ 38.46	OFFICE SUPPLIES-DATA BINDERS
32826	REGION STAFFING	VARIOUS	\$ 2,412.80	CONTRACT LABOR WEEK ENDING 7/29,8/5/18
32827	SANCHEZ TIRE SHOP	VARIOUS	\$ 15.00	TIRE REPAIRS-PD UNITS
32828	SMARTCOM TELEPHONE	08/08/18	\$ 483.38	INTERNET SERVICE-CITY HALL/POLICE DEPT/COURT/PHON
32829	T.L.E.R.A.	08/15/18	\$ 100.00	TLERA MEMBERSHIP DUES
32830	THE SIGN DEPOT	07/12/18	\$ 78.63	PERMANENT SIGNS-MONTES CASTRO PARK
32831	TX ACADEMY OF ANIMAL CONT	08/13/18	\$ 500.00	CERTIFIED EUTHANASIA TECH COURSE-SOSA/MORALES
32832	TX ENGINEERING EXTENSION	08/07/18	\$ 600.00	FIRST LINE SUPERVISOR TRAINING-CERDA/RODRIGUEZ
32833	TYLER TECHNOLOGIES	06/30/18	\$ 304.00	REPAIR ZEBRA PRINTER- PD PATROL
32834	UNIFORM & ACCESSORIES	07/18/18	\$ 1,223.11	TACTICAL TRAINING TROUSERS-POLICE DEPT UNIFORMS
32835	VEAE SERVICES	08/08/18	\$ 411.44	PHONE SERVICE-CITY BUILDINGS
32836	ZARSKY LUMBER	07/31/18	\$ 193.69	JULY 2018-SUPPLIES FOR MAINTENANCE
32837	AUDRA MUNOZ	08/30/18	\$ 100.00	RENTAL DEPOSIT REFUND LF COMMUNITY CENTER 8/26/18
32838	BIBI GARZA	08/30/18	\$ 100.00	RENTAL DEPOSIT REFUND LF COMMUNITY CENTER 8/18/18
32839	JUAN TORRES	08/30/18	\$ 50.00	RENTAL DEPOSIT REFUND LF MEMORIAL PARK 8/18/18
32840	LIZBETH ZUNIGA	08/30/18	\$ 100.00	RENTAL DEPOSIT REFUND LF COMMUNITY CENTER 8/24/18
32841	ROSALBA CABRERA	08/30/18	\$ 300.00	CANCELLATION OF EVENT-LF COMMUNITY CENTER 9/16/18
32842	STIG ALVAREZ MOLINA	08/30/18	\$ 50.00	RENTAL DEPOSIT REFUND LF COMMUNITY PARK 8/25/18
32843	ALLIED WASTE SERVICES	08/15/18	\$ 515.66	30 YD ROLL OFF 8/1-8/31/18
32844	ALLIED WASTE SERVICES	08/15/18	\$ 351.37	30 YD ROLL OFF-TIRE RECYCLING
32845	AMAZON.COM	VARIOUS	\$ 592.45	EXTERNAL DRIVE/SUPERVISOR BOOK/WEEDEATER PM KITS
32846	CAMERON APPRAISAL DISTRICT	08/09/18	\$ 5,306.00	4TH QUARTER ASSESSMENT
32847	CC DISTRIBUTOR	VARIOUS	\$ 878.04	CLEANING SUPPLIES-CITY BUILDINGS/SHOVELS
32848	CHOCO'S TIRE SHOP	08/17/18	\$ 90.00	INSTALL 2 NEW TIRES ON STREET SWEEPER RD-141
32849	CITY OF LOS FRESNOS	08/20/18	\$ 1,117.73	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/B&G CL
32850	CITY OF LOS FRESNOS	08/20/18	VOID	VOIDED CHECK-CONTINUED
32851	DELTA SPECIALTIES SUPPLY	08/16/18	\$ 17.67	LOGO DECALS FOR STREET SIGNS
32852	DEMCO	08/10/18	\$ 245.12	LIBRARY BOOK COVER JACKETS/SPINE LABELS/LABEL PRO
32853	ENRIQUE JUAREZ	08/30/18	\$ 3,500.00	AUGUST 2018-ATTORNEY FEES
32854	FIRESTONE BFS	08/16/18	\$ 351.98	2 REAR TIRES FOR STREET SWEEPER RD-141
32855	FUELMAN	VARIOUS	\$ 2,382.85	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
32856	HECTOR'S MUFFLER	VARIOUS	\$ 2,989.98	REPLACE HYDRAULIC FILTER & OIL-RD-161/REPAIR MOWER
32857	HERNANDEZ INSTALLATION	08/15/18	\$ 450.00	INSTALLATION OF 6 GUN RACKS IN POLICE UNITS
32858	HOME DEPOT CREDIT SERVICE	VARIOUS	\$ 507.47	STRIPPING MACHINE/WHITE STRIPE PAINT/YELLOW STRIPE P
32859	INGRAM LIBRARY SERVICES	08/14/18	\$ 43.19	LIBRARY BOOKS
32860	JAIME G PEREZ	08/28/18	\$ 8,520.00	SUMMER 2018-SWIMMING LESSONS

32861	JUAN RODRIGUEZ	08/30/18	\$ 150.00	CANCELLATION OF EVENT-LF COMMUNITY CENTER 8/25/18
32862	LT BOSWELL, LLC	08/17/18	\$ 213.30	DRIVER FRAME ASSEMBLY- PD UNIT F-52
32863	LESLIE'S SWIMMING POOL	VARIOUS	\$ 177.05	POOL SUPPLIES-SAND FILTER LID/WRENCH/GASKET/SKIMM
32864	LRGV CITY SECRETARIES	08/27/18	\$ 25.00	TEXAS NOTARY WORKSHOP-CITY OF ALTON-J.MOYA
32865	MAXIMINO TORRES	08/27/18	\$ 240.00	LOT MOWING-WEEDED LOT IN VIOLATION OF CITY ORDINA
32866	MIGUEL HERNANDEZ	08/15/18	\$ 475.00	LOT MOWING-WEEDED LOT IN VIOLATION OF CITY ORDINA
32867	MIGUEL HERNANDEZ	08/15/18	VOID	VOIDED CHECK-CONTINUED
32868	OFFICE DEPOT	VARIOUS	\$ 575.86	OFFICE SUPPLIES-PD-FOLDERS/LABELS/STORAGE BOXES/
32869	PETTY CASH	VARIOUS	\$ 67.55	PD SUPPLIES-DUCT TAPE/WALMART-FRUIT-CITY HALL EMP
32870	PURCHASE POWER	08/28/18	\$ 463.71	AUG 2018-POSTAGE-COURT/PD/LIBRARY/CODE/CITY HALL
32871	RECORDS CONSULTANTS	08/16/18	\$ 750.00	FIXED ASSETS MANAGEMENT INVENTORY ANNUAL UPDAT
32872	SAFETY VISION	08/13/18	\$ 297.50	POLICE DEPT BODY CAMERA REPAIRS
32873	SANCHEZ TIRE SHOP	VARIOUS	\$ 30.00	TIRE REPAIRS-PD UNITS/INSTALL/BALANCE TIRES-PK-101
32874	SIRCHIE FINGERPRINT LAB	08/22/18	\$ 202.70	EVIDENCE BAGS FOR POLICE DEPT
32875	STAPLES	VARIOUS	\$ 585.39	OFFICE SUPPLIES-FOLDERS-COURT/GREEN BAR/FRAMES/I
32876	TEAM GRAPHIX	08/22/18	\$ 160.00	UNIFORM POLO SHIRTS-CID DIVISION-D.MARCHAN/D.RODR
32877	TMCCP	08/27/18	\$ 290.00	TMCCP SEMINAR-SPI, TX-J.MOYA
32878	TYLER TECHNOLOGIES	08/16/18	\$ 1,764.00	ZEBRA PRINTERS-POLICE DEPT
32879	XEROX FINANCIAL	08/11/18	\$ 280.25	COPIER LEASE-LIBRARY
32880	COMMUNITY DEV.CORP	08/30/18	\$ 60.00	REFUND OVER PAYMENT OF PERMIT/INSPECTION
32881	BOLIVAR BUILDING	08/30/18	\$ 1,300.00	REFUND BUILDING PROJECT OVER PAYMENT
		TOTAL	\$ 447,784.25	

8/30/2018



Fund 05 - Utility Fund
Financial Summary

Budget Target 91.67%

Revenue	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
Revenues	\$ 2,621,703	\$ 2,589,860.75	\$ -	\$ 31,842.25	\$ 273,500.72	\$ 204,771.68	98.79%
Miscellaneous Income	0	\$ 39,582.18	-	(39,582.18)	\$ 5,053.66	1,506.50	0.00%
Total Revenue	\$ 2,621,703	\$ 2,629,442.93	\$ -	\$ (7,739.93)	\$ 278,554.38	\$ 206,278.18	100.30%

Expenditure	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
Water Administration	\$ 508,391	\$ 477,849.49	\$ 63.00	\$ 30,478.51	\$ 41,526.32	\$ 31,860.29	93.99%
Information Technology	17,162	\$ 13,989.68	-	3,172.32	\$ 1,543.48	668.24	81.52%
Water Supplies	121,050	\$ 108,024.75	6,114.80	6,910.45	\$ 7,577.45	8,431.40	89.24%
Maintenance of Water Structure	9,200	\$ 8,197.12	71.96	930.92	\$ 194.42	854.09	89.10%
Maintenance of Water Equipment	72,400	\$ 62,666.50	7.25	9,726.25	\$ 3,456.04	1,218.21	86.56%
Water Purchases	43,875	\$ 31,052.21	-	12,822.79	\$ 2,625.53	5,143.81	70.77%
Water Miscellaneous Expenses	468,481	\$ 143,616.79	-	324,864.21	\$ -	1,843.68	30.66%
Capital Outlay	154,000	\$ 29,756.36	4,354.00	119,889.64	\$ 663.65	1,044.75	19.32%
Water Bonded Indebtedness	95,386	\$ 63,386.36	-	31,999.64	\$ -	-	66.45%
Sewer Administration	733,981	\$ 544,034.42	4,354.00	185,592.58	\$ 48,465.81	32,801.39	74.12%
Information Technology	17,162	\$ 13,989.69	-	3,172.31	\$ 1,543.48	668.24	81.52%
Sewer Supplies	79,200	\$ 62,806.59	450.85	15,942.56	\$ 5,191.78	4,045.39	79.30%
Maintenance of Sewer Structure	12,300	\$ 9,453.63	760.16	2,086.21	\$ 988.01	678.53	76.86%
Maintenance of Sewer Equipment	89,500	\$ 88,442.63	7.25	1,050.12	\$ 10,026.99	3,997.55	98.82%
Sewer Miscellaneous Expenses	545,452	\$ 28,378.53	-	517,073.47	\$ 2,500.00	1,843.68	5.20%
Sewer Bonded Indebtedness	62,732	\$ 20,732.10	-	41,999.90	\$ -	-	33.05%
Transfer Out	478,248	\$ 586,961.92	-	(108,713.92)	\$ 66,564.92	-	122.73%
Total Expenditures	\$ 3,508,520	\$ 2,293,338.77	\$ 16,183.27	\$ 1,198,997.96	\$ 192,867.88	\$ 95,099.25	65.36%

Revenue Over/Under Expenditures	\$ (886,817)	\$ 336,104.16	\$ (16,183.27)	\$ (1,206,737.89)	\$ 85,686.50	\$ 111,178.93	
---------------------------------	--------------	---------------	----------------	-------------------	--------------	---------------	--

Attachment: CC FINANCIAL REPORT AUG 2018 (2726 : Financial Report)

CHECKLIST FOR WATER & SEWER				AUGUST 2018
CK #	VENDOR NAME	Inv.Date	Amount	Description
195	CITY OF L.F. PAYROLL ACCT	08/23/18	\$ 30,665.80	DUE TO PAYROLL #24 8/23/18
CHECKS 147885-147893				UTILITY DEPOSIT REFUND CHECKS
147894	AGUAWORKS	VARIOUS	\$ 486.50	NORMALLY ON FLOAT SWITCHES-LIFT STATIONS
147895	BICKERSTAFF HEALTH	07/15/18	\$ 1,506.50	ATTORNEY FEES-EAST RIO HONDO
147896	CC DISTRIBUTORS	07/16/18	\$ 28.78	SAFETY SUPPLIES-PUBLIC WORKS
147897	CDW GOVERNMENT	07/18/18	\$ 1,414.86	BARRACIDA FIREWALL CONTRACT
147898	CHEMTRADE CHEMICALS	07/06/18	\$ 4,473.00	CAUSTIC SODA-WATER PLANT CHEMICALS
147899	CINTAS CORPORATION	VARIOUS	\$ 1,042.88	CLEANING-WATER/SEWER UNIFORMS
147900	CITY OF LOS FRESNOS	07/20/18	\$ 131.81	UTILITES-WATER/SEWER/GARBAGE-SEWER PLANT/LIF
147901	EAST RIO HONDO WATER	08/03/18	\$ 962.09	AUG 2018-ERH SETTLEMENT
147902	FUELMAN	VARIOUS	\$ 653.10	FUEL FOR WATER/SEWER VEHICLES
147903	LUIS MASCORRO	VARIOUS	\$ 930.00	INSTALL FLOATS-LIFT STATIONS/CHLORINE MOTORS-W
147904	NEW CORE	VARIOUS	\$ 771.00	CHLORINE EXTRACTOR FAN MOTORS/PULLEY
147905	PURCHASE POWER	07/31/18	\$ 232.98	JULY 2018-POSTAGE/ LATE NOTICES
147906	REGION STAFFING	VARIOUS	\$ 1,702.21	CONTRACT LABOR-WEEKENDING 7/15,7/22/18
147907	ROCHA INFRASTRUCTURE	07/24/18	\$ 450.00	REPAIR DRIVEWAY AT 401 CANAL ST-WATER LEAK
147908	TOWN OF INDIAN LAKE	VARIOUS	\$ 3,458.25	JUNE/JULY/AUG 2018-SOUTHMOST WATER
147909	TYLER TECHNOLOGIES	08/01/18	\$ 3,144.86	ANNUAL SOFTWARE MAINTENANCE 9/1-8/31/19
147910	VALLEY RADIO CENTER	07/31/18	\$ 663.65	CABLES-CONNECTING WATER METER RADIO TO TOWE
147911	VEAE SERVICES	07/27/18	\$ 1,713.00	INSTALL CAMERAS/ POINT TO POINT TO CH FROM WTP
147912	CITY OF LOS FRESNOS	08/09/18	\$ 31,256.88	DUE TO PAYROLL #23 8/10/18
CHECKS 147913-147915				UTILITY DEPOSIT REFUND CHECKS
147916	AERACI.COM	08/02/18	\$ 392.96	ICE MACHINE REPAIR-CUBE SIZE CONTROL
147917	AIM MEDIA	07/16/18	\$ 1,060.00	TCEQ WASTEWATER PERMIT RENEWAL
147918	ALAMO IRON WORKS	VARIOUS	\$ 790.28	STAINLESS STEEL CHAINS/SHACKLES/CHEMICAL RESIS
147919	ANA-LAB	07/30/18	\$ 35.00	TCEQ LT2 WATER TESTING
147920	AT&T MOBILITY	08/01/18	\$ 310.62	MOBILE PHONE SERVICE-WATER/SEWER
147921	CCID #6	08/02/18	\$ 2,838.31	JULY 2018-RAW WATER
147922	CINTAS CORPORATION	08/06/18	\$ 113.14	MEDICAL SUPPLIES-PUBLIC WORKS
147923	DENALI WATER SOLUTIONS	07/31/18	\$ 2,500.00	SLUDGE REMOVE-WWTP DRYING BEDS
147924	DPC INDUSTRIES	VARIOUS	\$ 6,046.70	CHEMICALS-WATER PLANT/WWTP-CHLORINE/SULFUR
147925	EDWARD'S PEST MANAGEMENT	08/09/18	\$ 49.99	PEST CONTROL-SERVICE CENTER/EXTRA SERVICE
147926	FERGUSON ENTERPRISES	08/13/18	\$ 766.50	SUPPLIES FOR WATER CONNECTIONS/METERS
147927	FOUR STAR DRIVE IN	07/31/18	\$ 68.00	JULY 2018-ICE FOR TESTING SAMPLES
147928	FUELMAN	VARIOUS	\$ 665.41	FUEL FOR WATER/SEWER VEHICLES
147929	HECTOR'S MUFFLER	07/27/18	\$ 65.00	EXTRACT PULLEY-WWTP AERATOR MOTOR
147930	INTEGRITY TESTING	07/30/18	\$ 776.00	JULY 2018-SEWER PLANT TESTING
147931	JAIME'S TIRE SHOP	08/08/18	\$ 287.10	NEW TIRES FOR WS-131
147932	LOS FRESNOS CISD	06/20/18	\$ 1,503.69	REFUND-LATE FEES-UTILITIES
147933	LOS FRESNOS NEWS	07/18/18	\$ 532.00	AD-TCEQ-WASTEWATER PERMIT RENEWAL 2018
147934	LUIS MASCORRO	VARIOUS	\$ 805.00	INSTALL GRIT CHAMBER PUMP/REPAIR RESERVOIR PUI
147935	MAXIMINO TORRES	08/17/18	\$ 142.00	CLEANING-W/S VEHICLES
147936	MUNICIPAL CODE CORP	08/06/18	\$ 542.50	ONLINE ANNUAL WEB HOSTING/ORDBANK/CODE BANK
147937	NEW CORE	VARIOUS	\$ 4,052.96	SEWAGE PUMP REPAIRS-LS#10 & LS#12/REPLACE CHE
147938	O'REILLY AUTO PARTS	VARIOUS	\$ 639.36	JULY 2018-SUPPLIES FOR MAINT/60 TUBES OF GREASE
147939	PRAXAIR	07/22/18	\$ 327.41	CHEMICAL/CYLINDER RENTAL
147940	QUILL	07/26/18	\$ 38.46	OFFICE SUPPLIES-DATA BINDERS
147941	RABALAIS	VARIOUS	\$ 1,722.99	INSTALLATION/MATERIAL-REPAIR TELEMETRY RADIO
147942	RAUL GARCIA	08/16/18	\$ 345.04	REG-OPERATION-SLUDGE PLANT/PERDIEM/HOTEL-8/21
147943	REGION STAFFING	VARIOUS	\$ 1,618.20	CONTRACT LABOR WEEK ENDING 7/29, 8/5/18
147944	SANCHEZ TIRE SHOP	08/10/18	\$ 40.00	REPLACE/BALANCE TIRE-WS-131/ REPAIR FLAT-WS-063
147945	SMARTCOM TELEPHONE	08/08/18	\$ 141.64	8/8-9/7/18 INTERNET SERVICE-WATER/SEWER DEPT
147946	TX COMMISSION ON ENVIRON	08/16/18	\$ 111.00	WASTE WATER LICENSE C-H.MANRRRIQUE
147947	VEAE SERVICES	08/08/18	\$ 23.74	PHONE SERVICE-WATER/SEWER
147948	ZARSKY LUMBER	07/31/18	\$ 970.83	JULY 2018-SUPPLIES FOR MAINTENANCE
147949	ZARSKY LUMBER	07/31/18	VOID	VOIDED CHECK-CONTINUED
147950	AGUAWORKS	VARIOUS	\$ 1,202.73	2" WATER METER/AC REPAIR CLAMPS/FLEX TEE'S
147951	AMAZON.COM	VARIOUS	\$ 341.46	O-RINGS-STRAINER/TRAILER JACK-SEWER MACHINE/ W
147952	AMERICAN WATERWORKS	08/28/18	\$ 211.00	MEMBERSHIP DUES
147953	ANA-LAB	VARIOUS	\$ 132.00	TOC WATER TESTING/ROUTINE WATER TESTING
147954	CC DISTRIBUTORS	08/10/18	\$ 255.00	SHOVELS/DRAIN SPADES FOR PUBLIC WORKS
147955	CHEMTRADE CHEMICALS	08/07/18	\$ 3,922.83	CHEMICALS-LIQUID ALUM BLEND-WATER PLANT

147956	CHOCO'S TIRE SHOP	08/17/18	\$ 10.00	FLAT REPAIR-BACKHOE
147957	CITY OF LOS FRESNOS	08/20/18	\$ 183.71	UTILITES-WATER/SEWER/GARBAGE-SEWER PLANT/LIFT
147958	DEPARTMENT OF STATE HEALTH	08/03/18	\$ 105.84	12 WATER SAMPLES-ROUTINE TESTING
147959	DIRECT ENERGY	07/31/18	\$ 10,120.68	ELECTRICITY-WATER/SEWER
147960	EAST RIO HONDO WATER	VARIOUS	\$ 281.40	WATER SERVICE-EDAP LIFT STATIONS
147961	FERGUSON ENTERPRISES	08/17/18	\$ 271.44	AC REPAIR CLAMP-WATER LINE MAINTENANCE
147962	FUELMAN	VARIOUS	\$ 768.70	FUEL FOR WATER/SEWER VEHICLES
147963	HECTOR'S MUFFLER	VARIOUS	\$ 290.00	SWAY LINK REPAIRS WS-063/REPLACE STARTER WS-063
147964	HOME DEPOT CREDIT	VARIOUS	\$ 559.58	LAMP BALLASTS/HAMMER DRILL/SUMP PUMP/EXHAUST
147965	MAGIC VALLEY ELECTRIC	08/14/18	\$ 60.02	ELECTRICITY-LIFT STATION-CACTUS ROAD
147966	OFFICE DEPOT	08/01/18	\$ 271.54	OFFICE SUPPLIES-COPY PAPER/PENS/MARKERS/TONE
147967	OFFICE DEPOT	08/01/18	VOID	VOIDED CHECK-CONTINUED
147968	OFFICE DEPOT	08/01/18	VOID	VOIDED CHECK-CONTINUED
147969	OFFICE DEPOT	08/01/18	VOID	VOIDED CHECK-CONTINUED
147970	PRAXAIR	08/21/18	\$ 37.17	CHEMICAL CYLINDER RENTAL
147971	PURCHASE POWER	08/28/18	\$ 837.69	AUG 2018-POSTAGE/PERMIT POSTAGE-WATER BILLS
147972	SANCHEZ TIRE SHOP	08/15/18	\$ 8.00	FLAT REPAIR-WS-031
147973	STAPLES	07/25/18	\$ 221.50	OFFICE SUPPLIES-GREEN BAR/Frames/PAPER CLIPS/P
	CHECKS 147974-147994			UTILITY DEPOSIT REFUND CHECKS
		TOTAL	\$ 136,102.27	
	UTILITY DEPOSIT REFUND CHECKS			
147885	CONTRERAS MONDR, ELIZABETH	08/03/18	\$ 21.27	ACCT #02-05470-14 UTILITY DEPOSIT REFUND
147886	VELASQUEZ, DANIEL	08/03/18	\$ 14.17	ACCT #02-13550-21 UTILITY DEPOSIT REFUND
147887	SILVA, LORENZO	08/03/18	\$ 68.25	ACCT #02-14260-12 UTILITY DEPOSIT REFUND
147888	VILLARREAL, ERIKA	08/03/18	\$ 73.68	ACCT #02-20100-12 UTILITY DEPOSIT REFUND
147889	HERNANDEZ, MARIO DE JESUS	08/03/18	\$ 114.03	ACCT #02-21384-09 UTILITY DEPOSIT REFUND
147890	CAVAZOS, MELISSA	08/03/18	\$ 73.86	ACCT #02-22004-06 UTILITY DEPOSIT REFUND
147891	MALDONADO, BOBBIJO	08/03/18	\$ 111.58	ACCT #03-07160-06 UTILITY DEPOSIT REFUND
147892	REAL ESTATE OUTFITTERS INC	08/03/18	\$ 86.71	ACCT #03-20275-03 UTILITY DEPOSIT REFUND
147893	GARZA, EFFIE	08/03/18	\$ 13.19	ACCT #05-09438-00 UTILITY DEPOSIT REFUND
		TOTAL	\$ 576.74	
147913	TREVINO, JOSE JR	08/15/18	VOID	ACCT #01-22001-01 VOIDED-ISSUED INCORRECTLY
147914	TREVINO, JOSE JR	08/16/18	\$ 1,901.84	ACCT #01-22001-01 UTILITY REFUND
147915	ALVAREZ, JAIME	08/17/18	\$ 15.16	ACCT #03-23010-00 UTILITY DEPOSIT REFUND
		TOTAL	\$ 1,917.00	
147974	URIE, GABRIEL	08/30/18	\$ 84.59	ACCT #02-16600-03 UTILITY DEPOSIT REFUND
147975	MENCHACA, MARIA	08/30/18	\$ 98.93	ACCT #02-21332-16 UTILITY DEPOSIT REFUND
147976	RODRIGUEZ, JAVIER	08/30/18	\$ 112.76	ACCT #02-21469-05 UTILITY DEPOSIT REFUND
147977	AMERIE'S BLUE DRESS	08/30/18	\$ 14.61	ACCT #03-05180-02 UTILITY DEPOSIT REFUND
147978	BURCL, MARY JOE	08/30/18	\$ 84.43	ACCT #03-06132-12 UTILITY DEPOSIT REFUND
147979	PHILIP, SUNNY	08/30/18	\$ 101.09	ACCT #03-20242-10 UTILITY DEPOSIT REFUND
147980	ALVAREZ INVESTMENTS, INC	08/30/18	\$ 120.66	ACCT #03-20278-01 UTILITY DEPOSIT REFUND
147981	RIOS, SILVIA	08/30/18	\$ 22.15	ACCT #03-30048-04 UTILITY DEPOSIT REFUND
147982	FLORES, LUZ	08/30/18	\$ 46.50	ACCT #04-70034-00 UTILITY DEPOSIT REFUND
147983	PEDRO LOPEZ	08/30/18	\$ 46.50	ACCT #05-10746-00 UTILITY DEPOSIT REFUND
147984	LAYTON, FREDESVIDA	08/30/18	\$ 17.18	ACCT #01-01251-02 UTILITY DEPOSIT REFUND
147985	HERNANDEZ, REFUGIO	08/30/18	\$ 127.46	ACCT #01-13700-08 UTILITY DEPOSIT REFUND
147986	HERRERA, FELIPE	08/30/18	\$ 59.22	ACCT #02-14530-03 UTILITY DEPOSIT REFUND
147987	DEL RIVERO, KARLA	08/30/18	\$ 54.63	ACCT #02-14682-00 UTILITY DEPOSIT REFUND
147988	MEYN, MIKE	08/30/18	\$ 102.99	ACCT #02-20100-11 UTILITY DEPOSIT REFUND
147989	BROWN, PATRICIA	08/30/18	\$ 130.31	ACCT #03-06124-08 UTILITY DEPOSIT REFUND
147990	ALVAREZ INVESTMENTS, INC	08/30/18	\$ 126.09	ACCT #03-20335-00 UTILITY DEPOSIT REFUND
147991	ALVAREZ INVESTMENTS, INC	08/30/18	\$ 108.45	ACCT #03-20337-00 UTILITY DEPOSIT REFUND
147992	ALVAREZ, JOSE	08/30/18	\$ 83.22	ACCT #03-20344-01 UTILITY DEPOSIT REFUND
147993	LEAL, NIRANA	08/30/18	\$ 33.11	ACCT #03-22740-01 UTILITY DEPOSIT REFUND
147994	DTRAM INVESTMENTS	08/30/18	\$ 131.07	ACCT #03-32093-01 UTILITY DEPOSIT REFUND
		TOTAL	\$ 1,705.95	

Attachment: CC FINANCIAL REPORT AUG 2018 (2726 : Financial Report)



Fund 09 - Community Development Corporation Fund
Financial Summary

Budget Target 91.67%

	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
Revenue							
CDC Disbursements	\$ 326,000	\$ 321,866.56	\$ -	\$ 4,133.44	\$ 31,601.57	\$ 33,528.34	98.73%
Total Revenue	<u>\$ 326,000</u>	<u>\$ 321,866.56</u>	<u>\$ -</u>	<u>\$ 4,133.44</u>	<u>\$ 31,601.57</u>	<u>\$ 33,528.34</u>	<u>98.73%</u>
	Current Budget	Year to Date	Total Encumbered	Budget Balance	July	August	% YTD
Expenditure							
CDC Disbursements	\$ 326,000	\$ 278,051.14	\$ 30,754.25	\$ 17,194.61	\$ 7,712.58	\$ 9,073.82	85.29%
Total Expenditures	<u>\$ 326,000</u>	<u>\$ 278,051.14</u>	<u>\$ 30,754.25</u>	<u>\$ 17,194.61</u>	<u>\$ 7,712.58</u>	<u>\$ 9,073.82</u>	<u>85.29%</u>
Revenue Over/Under Expenditures	\$ -	\$ 43,815.42	\$ (30,754.25)	\$ (13,061.17)	\$ 23,888.99	\$ 24,454.52	

Attachment: CC FINANCIAL REPORT AUG 2018 (2726 : Financial Report)

[illegible]

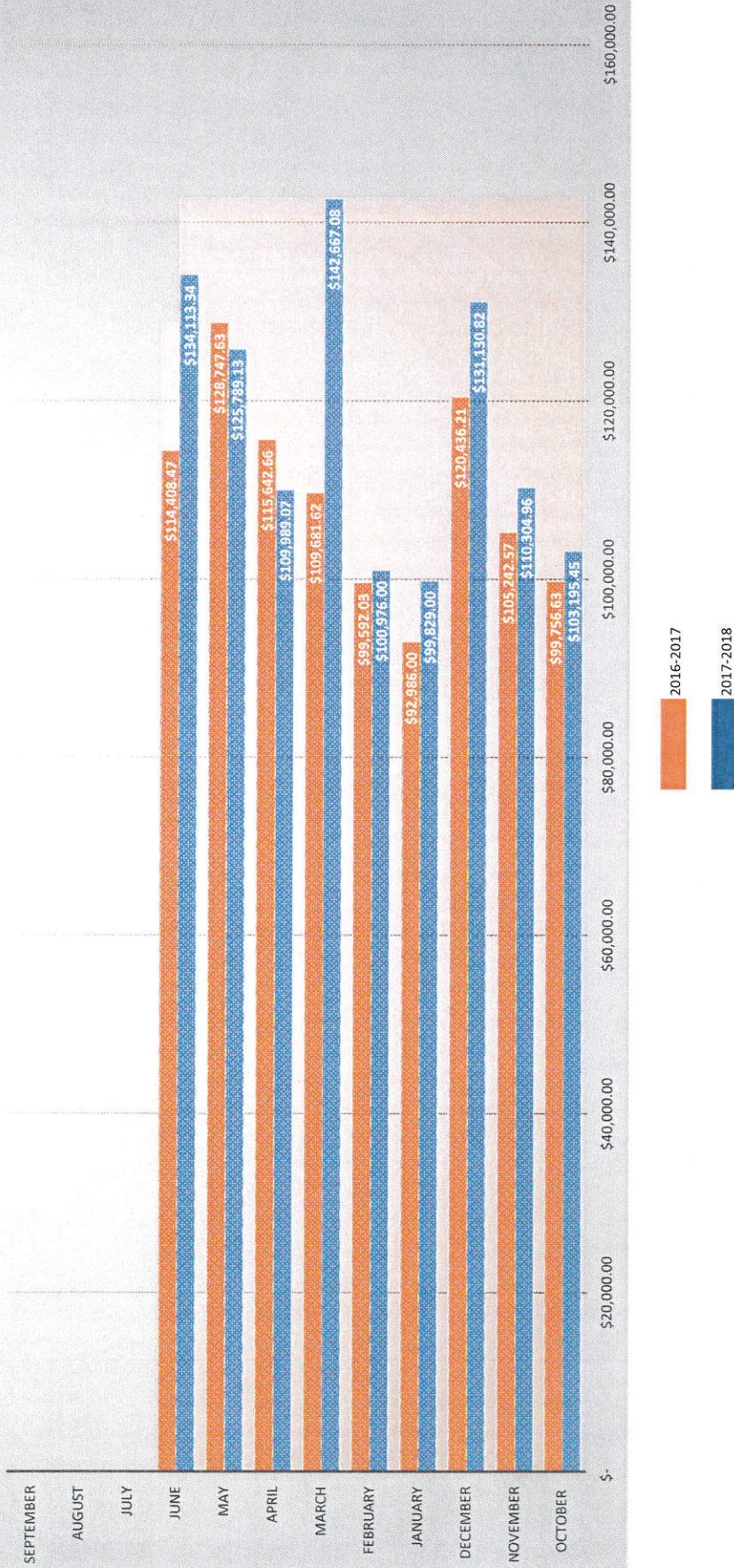
City of Los Fresnos

Sales Tax Revenue Analysis
Comparison with Prior Year

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

FISCAL YEAR 2017-18		2c				1-1/2c (General Fund Portion)				1/2c (CDC Portion)			
Sales Activity	Paid	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)	FY 17-18	FY 16-17	Inc(Dec)	Inc(Dec)
				(%)	(\$)			(%)	(\$)			(%)	(\$)
OCTOBER	December	\$ 103,195.45	\$ 99,756.63	3.45%	\$ 3,438.82	\$ 77,396.59	\$ 74,817.47	3.45%	\$ 2,579.11	\$ 25,798.86	\$ 24,939.16	3.45%	\$ 859.70
NOVEMBER	January	110,304.96	105,242.57	4.81%	5,062.39	82,728.72	78,931.93	4.81%	3,796.79	27,576.24	26,310.64	4.81%	1,265.60
DECEMBER	February	131,130.82	120,436.21	8.88%	10,694.61	98,348.12	90,327.16	8.88%	8,020.96	32,782.71	30,109.05	8.88%	2,673.65
JANUARY	March	99,829.00	92,986.00	7.36%	6,843.00	74,871.75	69,739.50	7.36%	5,132.25	24,957.25	23,246.50	7.36%	1,710.75
FEBRUARY	April	100,976.00	99,592.03	1.39%	1,383.97	75,732.00	74,694.02	1.39%	1,037.98	25,244.00	24,898.01	1.39%	345.99
MARCH	May	142,667.08	109,681.62	30.07%	32,985.46	107,000.31	82,261.22	30.07%	24,739.10	35,666.77	27,420.41	30.07%	8,246.37
APRIL	June	109,989.07	115,642.66	-4.89%	(5,653.59)	82,491.80	86,732.00	-4.89%	(4,240.19)	27,497.27	28,910.67	-4.89%	(1,413.40)
MAY	July	125,789.13	128,747.63	-2.30%	(2,958.50)	94,341.85	96,560.72	-2.30%	(2,218.88)	31,447.28	32,186.91	-2.30%	(739.63)
JUNE	August	134,113.34	114,408.47	17.22%	19,704.87	100,585.01	85,806.35	17.22%	14,778.65	33,528.34	28,602.12	17.22%	4,926.22
JULY	September												
AUGUST	October												
SEPTEMBER	November												
Total Sales Activity		\$ 1,057,994.85	\$ 986,493.82	7.25%	\$ 71,501.03	\$ 793,496.14	\$ 739,870.37	7.25%	\$ 53,625.77	\$ 264,498.71	\$ 246,623.46	7.25%	\$ 17,875.26

Sales Tax Revenue Comparison



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2727)

DOC ID: 2727 A

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

Call with questions.

I recommend approval.

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

Activity for the month of August 2018

Water Treatment Plant

Total Output: 22,368,060

Daily Average: 721,550

% of Capacity: 72.1%

Waste Water Treatment Plant

Total Output: 15,939,000

Daily Average: 514,161

% of Capacity: 51.4%

CITY OF LOS FRESNOS

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT

AUGUST 2018

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	90	680
Rereads/Meter Info	151	882
Water Taps	0	12
Sewer Taps	0	0
Change Meter	7	61
Service Check for Water Leak at Account	18	106
Repaired Leak	6	22
Call for Sewer Stoppage	8	71
City Sewer Lines Unstopped	4	53
Code Enforcement/Other	66	538
Pothole Repairs	40	603
Street Repairs	0	6
Street Sign Replacement/Repaired	0	25
Asphalt Used (ton)	0.5	11.65
Gravel Used (ton)	1	18
Fire Hydrants Flushed and Oiled	6	264
Fire Hydrants Repaired	0	5
Valves Repaired	0	2
Manholes Cleaned/Repaired	3	28



Carlos Salazar, Director of Public Works

Attachment: PW REPORT AUG 2018 (2727 : Public Works Report)

PROJECTS: 0 -ZZZZZZZZZZ

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

ISSUED DATES: 8/01/2018 THRU 8/31/2018

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

STATUS: ALL

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE

131385	8/01/2018	HUERTA, MARCO A	106 W 2ND STREET	TEXAS	PLUMBING PERMIT	ALT
131386	8/02/2018	YADI'S NAILS	741 W OCEAN BLVD STE10	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131387	8/07/2018	ALFARO, ERICA	110 W 10TH STREET	OWNER	RESIDENTIAL CONCRETE SLAB	ALT
131388	8/07/2018	MOYA, ROBERT	219 HENDERSON ROAD	OWNER	DRIVEWAY	ALT
131389	8/07/2018	MOYA, ROBERT	219 HENDERSON ROAD	OWNER	FENCE PERMIT	ALT
131390	8/10/2018	KARLA CAR WASH AND SNACKS	208 E OCEAN BLVD E	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131391	8/13/2018	ULSAMER, MARISSA A	152 VILLAGE EAST DRIVE	JOSECRUZ	ACCESSORY BUILDING	NEW
131392	8/16/2018	GARCIA, JR, GEORGE	403 E 8TH STREET	XYZ	REROOF PERMIT	ALT
131393	8/17/2018	R & R AUTOMOTIVE	910 S ARROYO BLVD E1	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131394	8/17/2018	GONZALEZ, DARLENE	102 S PITA STREET	OWNER	EXTEND DRIVEWAY	ALT
131395	8/20/2018	STAR STUDENTS LEARNING III	32819 STATE HWY 100 108	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131396	8/21/2018	WAL-MART	1004 W OCEAN BLVD	STRAIN	COMMERCIAL ADDITION/REMODEL	ALT
131397	8/27/2018	LOS FRESNOS FRAME HOMES	733 W OCEAN BLVD	OWNER	RESIDENTIAL BUILDING	NEW
131398	8/27/2018	JIMENEZ, MARIA S	114 W 2ND STREET	ECONOMY	REROOF PERMIT	ALT
131399	8/28/2018	COMPEAN, KATHERINE L	2008 BAJA CIRCLE	BERRONES	REROOF PERMIT	ALT
131400	8/30/2018	LOS FRESNOS CISD/HIGH SCHOO	907 N ARROYO BLVD	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131401	8/30/2018	LOS FRESNOS CISD / LFU	33790 FM 803	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
131402	8/30/2018	MOBILITIE, LLC	399 S NOGAL STREET POLE	OWNER	NETWORK PERMIT	NEW
*** TOTALS ***						
NUMBER OF PROJECTS:		18	VALUATION:		112,902.00	FEES: 2,349.76

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2018 THRU 8/31/2018
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
B - BUILDING PERMIT	7	78,102.00	861.76
CERT - CERTIFICATE OF OCCUPANCY	1	0.00	0.00
COMM - COMM: NEW OWNER/TENANT	6	0.00	360.00
DRIVEWAY - DRIVEWAY	1	1,000.00	60.00
E - ELECTRICAL PERMIT	1	0.00	120.00
EXPDRIVE - EXPANSION OF DRIVEWAY	1	1,800.00	128.00
N - BUILDING PERMIT WAY	1	32,000.00	215.00
NETWORK - NETWORK PERMIT	1	0.00	300.00
P - PLUMBING PERMIT	3	0.00	305.00
*** TOTALS ***	22	112,902.00	2,349.76

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 8/01/2018 THRU 8/31/2018
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
BLANK - *BLANK*	3	5	0.00	240.00
101 - SINGLE FAMILY ATTACHED	11	11	112,902.00	1,349.76
440 - COMMERCIAL REPAIRS	1	1	0.00	80.00
441 - OTHER	3	5	0.00	680.00
*** TOTALS ***	18	22	112,902.00	2,349.76

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

Date	Tuesdays at Memorial Park
08/07/18	28
08/14/18	30
08/21/18	28
08/28/18	23
Totals	109

Date	Thursdays at Community Park
08/02/18	36
08/09/18	29
08/16/18	33
08/23/18	30
08/30/18	25
Totals	153

Date	Saturdays at City Hall
08/04/18	19
08/11/18	25
08/18/18	24
08/25/18	21
Totals	89

Total attendance for the Month of August	351
---	------------

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2728)

DOC ID: 2728 A

**Police Department 1. Arrests 2. Incidents 3. Accidents 4.
Tropical Mental Health**

Call with questions.

I recommend approval.

LOS FRESNOS POLICE DEPARTMENT

Arrests - By Violation

08\01\2018
thru 08\31\2018

Violation	# of Offenses
AGG ASSAULT W/DEADLY WEAPON	3
ASSAULT CAUSES BODILY INJ 13a	1
CHILD IN NEED OF SUPERVISION RUNAWAY	1
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	14
HOLD FOR CUSTOMS	2
INDECENCY W/CHILD SEXUAL CONTACT 11a	1
INTERFER W/PUBLIC DUTIES	1
NO DRIVER'S LICENSE	3
POSS CS PG 1 <1G	1
POSS CS PG 3 < 28G	3
POSS MARIJ <2OZ	5
POSS MARIJ >5LBS<=50LBS	1
POSSESSION OF DRUG PARAPHERNALIA	4
PUBLIC INTOXICATION	8
RESIST ARREST SEARCH OR TRANSPORT	1
THEFT	2
Total Violations	56
Total Arrests	44

Attachment: LFPD AUG 2018 (2728 : Police Department)

LOS FRESNOS POLICE DEPARTMENT

Incidents - By Violation

08\01\2018
thru 08\31\2018

Violation	Incidents
ABANDONED VEHICLES	25
ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200	1
AGG ASSAULT W/DEADLY WEAPON	3
ALARMS	18
ANIMAL CONTROL	61
ASSAULT CAUSES BODILY INJ 13a	1
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
BACKED UPON SHOULDER(OR ROADWAY) OF CONTROLLED ACCESS HIGHWAY / ILLEGAL BACKING	1
BURGLARY OF VEHICLE 23f	1
CHILD IN NEED OF SUPERVISION RUNAWAY	2
CITY ORD VIOLATION	1
CRIMINAL MISCHIEF >=\$50<\$500	2
CRIMINAL TRESPASS	3
D.O.C. ABUSE OR THREATEN (OFFENSIVE MANNER)	1
D.O.C. OBSCENE LANGUAGE	1
DEPOSITED GLASS/OTHER DEBRIS ON HIGHWAY	5
DOG AT LARGE	1
DRIVING WHILE INTOXICATED	1
DRIVING WHILE INTOXICATED 2ND	1
EVADING ARREST DET W/VEH	1
EXECUTION OF CAPIAS OR ARREST WARRANT	14
FAIL TO CONTROL SPEED	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	1
FAIL TO YIELD ROW TO VEHICLE IN INTERSECTION	1
FRAUD USE/POSS IDENTIFYING INFO # ITEMS < 5	2
FRAUD USE/POSS IDENTIFYING INFO # ITEMS 10<50	1
GARAGE SALES	22
HARASSMENT	2
ILLEGAL DUMPING >5 LBS < 500 LBS	1
INDECENCY W/CHILD SEXUAL CONTACT 11a	1
INTERFER W/PUBLIC DUTIES	1
LIVESTOCK AND FOWL	1
LOUD NOISE	1
MINOR IN POSSESSION OF ALCOHOL	1
NO DRIVER'S LICENSE	3
NO PROOF OF FINANCIAL RESPONSIBILITY	7
OPEN CONTAINER	2
PARKED FACING TRAFFIC	1
PEDDLERS AND SOLICITORS	1
POSS CS PG 3 < 28G	2
POSS DEL DRUG PARAPHERNALIA	2
POSS MARIJ <2OZ	4
POSSESSION OF DRUG PARAPHERNALIA	7
PUBLIC INTOXICATION	6
RESIST ARREST SEARCH OR TRANSPORT	1
SEMI TRUCK ROUTE	1
SEXUAL ASSAULT 11a	1
SPEEDING	1
THEFT	10
UNLAWFUL RESTRAINT LESS THAN 17 YRS OF AGE	1

09/04/2018 09:49

1 of 2

Attachment: LFPD AUG 2018 (2728 : Police Department)

Violation	Incidents
WEEDS OR RUBBISH LOT	23
WELFARE CONCERN	5
<hr/>	
Total Violations	259
Total Incidents	245

LOS FRESNOS POLICE DEPARTMENT

Accident - By Street & Intersection

08\01\2018
thru 08\31\2018

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
1ST & ARROYO	1	0	0	0
ALAMO & OCEAN	1	0	0	0
ARROYO & OCEAN	1	0	0	0
OCEAN & ALAMO	1	0	0	0
OCEAN & ARROYO	1	0	0	0
OCEAN & EVERGREEN	1	0	0	0
OCEAN & FM 1575	1	0	2	0
OCEAN & FM 803	1	0	2	0
STATE HWY 100 & 33496 FM ROAD 1575	1	0	0	0
Total	9	0	4	0

Attachment: LFPD AUG 2018 (2728 : Police Department)

The Tropical Texas Mental Health Officer Task Force (MHOT) is comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system.

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the Tropical Crisis Case Managers*
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by Tropical staff and other law enforcement agencies*
- Assisting Mobile Crisis Outreach Teams (MCOT) and other Tropical Departments in conducting welfare checks on clients identified as being possibly at risk*
- Assisting MCOT and other Tropical Case Managers with crisis response in the community when risk factors are present*
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)*
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities*
- Providing safety monitoring on site as requested by MCOT staff*
- Responding to crisis situations in Tropical Outpatient Clinics*

There are currently 11 Valley Law Enforcement Agencies participating in the Task Force.

Los Fresnos PD	Cameron Co. Pct. 5 Constable Office
South Padre Island PD	Hidalgo Co. Pct. 1 Constable Office
Harlingen PD	Hidalgo Co. Pct. 2 Constable Office
Lyford PD	Hidalgo Co. Pct. 4 Constable Office
La Feria PD	Hidalgo Co. Pct. 5 Constable Office
Cameron Co. Pct. 3 Constable Office	

The following statistics are for the date range of 09-01-17 thru 08-29-18

<i>Activity</i>	<i>Total MHOT</i>	<i>Officer Josue Castillo</i>
<i>Total # of individual clients served</i>	<i>2597</i>	<i>149</i>
<i>Total # of Contacts</i>	<i>4527</i>	<i>165</i>
<i>Total hours spent direct client service</i>	<i>9951.13</i>	<i>467.43</i>
<i>Total clients diverted from arrest</i>	<i>73</i>	
<i>Total law enforcement referrals</i>	<i>192</i>	<i>18</i>

- 1. The vast majority of contacts consist of placing persons under section (emergency detention)*
- 2. There are almost twice as many contacts as individual clients, indicating that we serve many clients more than 1 time per year.*
- 3. Total hours indicate the time Officers spend in direct contact with mental health clients usually after taking them into custody.*
- 4. Clients diverted from arrest are those that had a potential criminal charge that was not filed in lieu of the client being referred into psychiatric treatment. (report unavailable by individual officer)*
- 5. Law Enforcement referrals are sections that we take over from other local law enforcement allowing their officers to return to routine duties.*

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2729)

DOC ID: 2729 A

Municipal Court Report 1. Monthly Report

Call with questions.

I recommend approval.

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Los Fresnos</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
FOR MONTH <u>Aug.</u> YEAR <u>2018</u>		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		<u>654</u>		<u>151</u>	
2. Dispositions Prior to Trial:					
A. Bond Forfeitures					
B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)					
C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)					
3. Dispositions at Trial:					
A. Trial by Judge (1) Finding of Guilty		<u>277</u>		<u>10</u>	
(2) Finding of Not Guilty					
B. Trial by Jury (1) Finding of Guilty					
(2) Finding of Not Guilty					
C. Dismissed at Trial		<u>65</u>		<u>5</u>	
4. Cases Dismissed:					
A. After Driver Safety Course (C.C.P., Art. 45.0511)		<u>35</u>			
B. After Deferred Disposition (C.C.P., Art. 45.051)		<u>38</u>			
C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		<u>13</u>			
D. Compliance Dismissal (Proof of Inspection, License, or Registration)		<u>68</u>			
5. Community Service Ordered (For satisfaction of fine or costs only.)		<u>12</u>			
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		<u>4</u>			
B. Non-Driving Alcoholic Beverage Code Cases Filed		<u>3</u>			
C. Driving Under the Influence of Alcohol Cases Filed					
D. Health & Safety Code (Tobacco) Cases Filed					
E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094)					
F. Education Code (Except Failure to Attend) Cases Filed					
G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govt. Code, Sec. 341.905)					
H. All Other Non-Traffic Fine-Only Cases Filed					
I. Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))					
J. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))					
K. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed (Education Code, Sec. 25.093)					
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued (Do not include warrants for arrest.)					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only				<u>649</u>	
B. Felonies and Class A and B Misdemeanors Only					
12. Magistrate Warnings Given: (Given to defendants charged with county or district court offense.)					
A. Class A and B Misdemeanors Only				<u>11</u>	
B. Felonies				<u>5</u>	
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection					
15. Total Revenue				\$ <u>78683.54</u>	
(Include all revenue collected during month to be remitted to city)					

Attachment: MC REPORT AUG 2018 (2729 : Municipal Court Report)

Citation No. Docket No. Violator

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

Code	Payments	Refunds	Net	G/L Acct No.
C FINE 415	26,886.99	3 100.80-	26,786.19	01 407-0240
CCC04 481	18,296.00	1 40.00-	18,256.00	01 2512
TFC 349	1,046.00	1 3.00-	1,043.00	01 407-0240
AR 444	2,218.25	1 5.00-	2,213.25	01 407-0240
TECH 459	1,799.00	1 4.00-	1,795.00	01 407-0241
STF 359	10,376.00	1 30.00-	10,346.00	01 2512
MCBS 449	1,338.00	1 3.00-	1,335.00	01 407-0270
SJRF 449	1,785.00	1 4.00-	1,781.00	01 2512
JFCT2 449	2,406.60	1 5.40-	2,401.20	01 2512
JFCI 444	266.40	1 0.60-	265.80	01 407-0240
IDF 444	888.00	1 2.00-	886.00	01 2512
CJFS 316	28.44	1 0.09-	28.35	01 2512
CJFC 316	3.16	1 0.01-	3.15	01 407-0240
WRNTFE 68	3,115.90	0 0.00	3,115.90	01 407-0240
TLFTA1 66	1,235.00	0 0.00	1,235.00	01 2512
TLFTA2 62	366.90	0 0.00	366.90	01 2517
TLFTA3 62	245.00	0 0.00	245.00	01 407-0240
COLAGY 40	2,571.67	1 64.00-	2,507.67	01 2513
TPF 425	849.00	1 2.00-	847.00	01 2512
CS2 8	144.90	0 0.00	144.90	01 407-0280
TP-L 51	400.30	0 0.00	400.30	01 407-0240
TP-S 47	503.30	0 0.00	503.30	01 2512
TP-L-J 42	103.50	0 0.00	103.50	01 407-0260
TXSBLT 5	159.50	0 0.00	159.50	01 2515
AF2 62	1,230.00	0 0.00	1,230.00	01 407-0240
DSC 47	465.30	0 0.00	465.30	01 407-0240
SPEX 33	2,637.00	0 0.00	2,637.00	01 407-0290
ACC 3	60.00	0 0.00	60.00	01 407-0240
RESTIT 1	30.00	0 0.00	30.00	01 2516

Total: 6391 81,455.11 17 263.90- 81,191.21

Cash Payments....+ \$77,410.52
Bond Forfeited...+ \$0.00
Bond Applied.....+ \$3,940.69
Payment Refunded.- \$160.00-
Fees/Fines Paid.= \$81,191.21

Cash (Payments)...+ \$77,410.52
Cash (Bonds).....+ \$5,293.79
Total Cash Trans.= \$82,704.31

Cash Refunds.....- \$160.00-
Cash Bnd Refunds.- \$0.00
Net Cash Trans...= \$82,544.31

Xfers (Payments)... \$64.00
Xfers (Refunds)... \$64.00-
Adjst (Payments)... \$39.90
Adjst (Refunds)... \$39.90-

MISC

CITY	37,290.09
COURT	1,795.00
BLDG. SEC.	1,335.00
JUDGE ED	103.50
OMNI	366.90
COLL. AG	2,507.67
CHILD	144.90
OP	0.00
STATE	37,648.11
TOTAL	81,191.21

Attachment: MC REPORT AUG 2018 (2729 : Municipal Court Report)

City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 2730)

DOC ID: 2730 A

Library Report 1. Monthly Report

Call with questions.

I recommend approval.



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

Number of Patron Checking Out Materials

Adult	700
Children	57
Teens	16
Summer Reading	69



Material Types Checked Out

Adult Books	252
Children Books	154
Young Adult Books	189
Videos	227
Audios	2
Other Language Books	19
Hotspots	28
Laptops	5



Items Downloaded

eBooks	49
eAudiobooks	9



Patron Access Computer Use

Total Sessions	708
Total Time	446 hours
Guest Passes	260



Free WiFi Access Use

Total Sessions	530 Library WiFi
Total Time	1,685 hours
Total Sessions	285 Park WiFi
Total Time	545 hours



What Happened In the Library

Hours Open	184 hours
Visits	4,865
Children Program Attendance	250
Volunteer Hours	125
New Cards Issued	39
Cards Renewed	92
New Books Added	98
New eBooks Added	51
New Videos Added	17
Hotspots Added	0
Books Weeded	16
Videos Weeded	0
Reference Questions	423
Assists in Computer Lab	321
Patron Copies	2,041
Patron Faxes sent	104
Patron Printouts	1,461
Library Staff Copies	951
Replacement Cards	75



City Council
200 North Brazil
Los Fresnos, TX 78566

Meeting: 09/11/18 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:
DOC ID: 2731 A

SCHEDULED

ACTION ITEM (ID # 2731)

Fire Marshal's Report 1. Monthly Report

Call with questions.

I recommend approval.



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

FIRE INSPECTION REPORT

MONTHLY INFORMATION REPORT
 MONTH OF August 2018

FIRES

INSIDE CITY

OUTSIDE CITY

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

3

3

1
1
6
4
1
5
6
30

TOTAL ALARMS

MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses
 Industrial Structures
 Public Buildings
 Hotels/Motels

3

10

Institutions
 Homes
 Apartments

6
1

TOTAL INSPECTIONS

SCHOOL, HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED: _____

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

FIRES INVESTIGATED: (ACCIDENTAL) _____ (INCENDIARY) _____

FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: FIRE MARSHAL REPORT AUG 2018 (2731 : Fire Marshal's Report)