

# City Council

200 North Brazil

## Regular Meeting

Los Fresnos, TX 78566

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

### ~ Agenda ~

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Tuesday, November 14, 2017

6:00 PM

Community Center

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**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, NOVEMBER 14, 2017 AT 6:00 PM AT COMMUNITY CENTER, 204 N. BRAZIL STREET, LOS FRESNOS, TX 78566.**

### I. AGENDA

1. Call meeting to order
2. Invocation and Pledge of Allegiance
3. Election Returns
  1. Canvass of Election Returns
  2. Consideration and ACTION to approve a Resolution Declaring Results of Election.
  3. Oath of Office
4. Consent Agenda
  1. Approval or rejection to approve Minutes from October 10, 2017 meeting.
  2. Consideration and ACTION to approve a Resolution voting for a person to serve on Cameron Appraisal District Board of Directors Position 9.
  3. Consideration and ACTION to approve a Resolution to approve the proposal by the Cameron Appraisal District for renovations of Appraisal District Headquarters.
  4. Consideration and ACTION to approve an agreement between the City of Los Fresnos and Cameron County Drainage District #1 for Hike & Bike Trails.
  5. Consideration and ACTION to approve an agreement between the City of Los Fresnos and Bayview Irrigation District #11 for Hike & Bike Trails.
  6. Consideration and ACTION to approve the renewal of a Memorandum of Understanding between the Los Fresnos Police Department and the Los Fresnos Consolidated Independent School District Police Department.
5. Visitor Remarks - To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.

6. Action Items
  1. Consideration and ACTION to approve a service agreement with Los Fresnos Rodeo Committee.
  2. Consideration and ACTION to approve a service agreement with Cameron County Fair & Livestock Show.
  3. Consideration and ACTION for the City Council appointing Estrada Hinojosa & Company, Inc. as the City's Financial Advisor and Norton Rose Fulbright US LLP as Bond Counsel; delegating the authority to the Mayor or City Manager of the City to execute certain documents relating to the engagement of Estrada Hinojosa & Company, Inc. and Norton Rose Fulbright US LLP; and other matters in connection therewith.
  4. Consideration and ACTION to approve replacing radio tower at City Hall and to enter into a communication agreement.
  5. Consideration and ACTION to approve to extend City Attorney contract with Enrique Juarez. (as per City Charter)
7. Acknowledgement of City Manager's Report
  1. A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. Montes-Castro Park H. TxDot Sidewalk Projects I. Welcome Sign J. CDBG 2015-2016 Grant K. Henderson Road Project L. City Hall Project
8. Acknowledgement of Department Head Reports
  1. Financial Report A. Monthly 2. Year-to-Date
  2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling
  3. Police Department Report 1. Arrests 2. Incidents 3. Accidents
  4. Municipal Court Report 1. Monthly Report
  5. Library Report 1. Monthly Report
  6. Fire Marshal's Report 1. Monthly Report
9. Closed Session
  1. Closed Session - Deliberation pursuant to Section 551.074, Title 5 of the Texas Government Code, the Texas Open Meetings Act, regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Public Works Director, Librarian, Chief of Police or City Secretary.
10. Open Session – Deliberation and possible action regarding the following:



1. Open Session - Deliberation and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Public Works Director, Librarian, Chief of Police or City Secretary.

11. Adjournment

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on November 10, 2017 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Pam Denny, City Secretary

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

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: City Election  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2401

**SCHEDULED**

**ACTION ITEM (ID # 2401)**

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**Canvass of Election Returns**

CITY OF LOS FRESNOS

City of Los Fresnos, Texas  
General Election  
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/07/17 07:50 PM

Report EL45A Page 00

	TOTAL VOTES	%	MAIL	EV	ED
PRECINCTS COUNTED (OF 1)	1	100.00			
BALLOTS CAST - TOTAL	471		7	290	174
BALLOTS CAST - BLANK	1	.21	0	1	0
MAYOR LOS FRESNOS					
(VOTE FOR) 1					
(WITH 1 OF 1 PRECINCTS COUNTED)					
Polo Narvaez	308	65.81	6	198	104
Joe Trevino III	79	16.88	0	44	35
Tom Jones	81	17.31	1	46	34
Over Votes	2		0	1	1
Under Votes	1		0	1	0
MEMBER OF COUNCIL, PLACE 1 LOS FRESNOS					
(VOTE FOR) 1					
(WITH 1 OF 1 PRECINCTS COUNTED)					
Yolanda H. Cruz	353	100.00	7	222	124
Over Votes	0		0	0	0
Under Votes	118		0	68	50

Attachment: unofficial results (2401 : Canvassing)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: City Election  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2402)**

DOC ID: 2402

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**Consideration and ACTION to approve a Resolution  
Declaring Results of Election.**

**RESOLUTION NO. 17-2017****RESOLUTION DECLARING RESULTS OF CITY OFFICER'S ELECTION  
HELD ON NOVEMBER 7, 2017.****THE STATE OF TEXAS )(**  
**CITY OF LOS FRESNOS )(**

On this the 14<sup>th</sup> day of November, 20 17, the City Council of the City of Los Fresnos, Texas convened in a Regular Meeting open to the public at the regular meeting place thereof with the following members present, to-wit:

\_\_\_\_\_, Mayor

\_\_\_\_\_, Councilmember Place 1

\_\_\_\_\_, Councilmember Place 2

\_\_\_\_\_, Councilmember Place 3

\_\_\_\_\_, Councilmember Place 4

\_\_\_\_\_, Councilmember Place 5

\_\_\_\_\_, City Secretary

And the following absent: \_\_\_\_\_, constituting a quorum,  
and among other proceedings had were the following:

\_\_\_\_\_ introduced this resolution and order and moved its adoption. The motion was seconded by \_\_\_\_\_ and the motion carrying with it the adoption of the resolution and order prevailed by the following vote, AYES: \_\_, NOES \_\_.

The resolution is as follows:

There came on to be considered the returns of an election held on the 7<sup>th</sup> day of November, 2017 for the purpose of electing the hereinafter named officials, as it appeared from said returns, duly and legally made, that there were cast at said election 471 duly and legal votes; that each of the candidates in said election received the following votes:

**FOR TERM OF MAYOR**

NAME OF CANDIDATE

TOTAL NUMER OF VOTES RECEIVED

Polo Narvaez

Joe Trevino, III

308

79

Attachment: order declaring results (2402 : Order declaring election results)

Tom Jones81**FOR TERM OF COUNCIL MEMBER PLACE 1**

NAME OF CANDIDATE

TOTAL NUMBER OF VOTES RECEIVED

Yolanda H. Cruz353**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS:**

That said general election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law, and that Polo Narvaez was duly elected Mayor and Yolanda H. Cruz was duly elected Member of Council Place 1 of said City and the said above named parties are hereby declared duly elected to said respective offices, subject to the taking of their oaths as provided by the laws of the State of Texas.

It is further found and determined that in accordance with the order of this governing body the Secretary posted written notice of the date, place and subject of this meeting on the front bulletin board of City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

PASSED, ADOPTED AND APPROVED this the 14<sup>th</sup> day of November, 2017.

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

ATTEST:

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

Attachment: order declaring results (2402 : Order declaring election results)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: City Election  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2403

**SCHEDULED**

**ACTION ITEM (ID # 2403)**

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**Oath of Office**

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Minutes  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2383 A

**SCHEDULED**

**ACTION ITEM (ID # 2383)**

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**Approval or rejection to approve Minutes from October 10,  
2017 meeting.**

I recommend approval.



# City Council

200 North Brazil

## Regular Meeting

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

~ Minutes ~

Tuesday, October 10, 2017

6:00 PM

City Hall

### Agenda

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

### Presentations

#### Presentation of Certificate of Achievement for Excellence Financial Reporting.

Mayor Narvaez presented Celina Gonzales with a Certificate of Achievement for Excellence Financial Reporting for fiscal year ending September 30, 2016.

<b>RESULT: NO ACTION</b>
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#### Presentation and possible action from the Los Fresnos Rodeo Committee for funding for the Smokin Hwy 100 Cook-Off and Festival.

Mike Todd, Chairman of the Los Fresnos Rodeo Committee, explained that this is the 1st Annual Smokin Hwy 100 Cook-Off and Festival. It will be held November 17 and 18, 2017. The event is costing the Rodeo Committee between \$10,000 and \$15,000 to put it on and they are asking the City to be a sponsor. The event is for two days and will bring people into the City to stay at the hotel and to eat at the restaurants. There are different levels of sponsors to consider. The City has always be very supportive of the Rodeo Committee. We are trying to bring in more events into the City.

Mr. Todd answered questions from the Council.

Councilmember Munoz stated he wants an agreement before City approves any funds.

Motion was made by Councilmember Munoz and seconded by Councilmember Real to table this item and the vote was 3-3 (Munoz, Mendez and Real for and Narvaez, Garza and Cruz against).

Mayor Narvaez stated that this item would be addressed again later in the agenda since the agreement was all that was lacking it could be written up and considered..

City Attorney Juarez drew up an agreement and each Councilmember went over the agreement.

Motion was made and seconded to approve \$1,000 to the Rodeo Committee for the 1st Annual Smokin Hwy 100 Cook-Off and Festival.

<b>RESULT:</b>	<b>ADOPTED AS AMENDED [5 TO 1]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

#### Consent Agenda

#### Approval or rejection of Minutes from September 12, 2017 meeting.

Motion was made and seconded to approve the Minutes of September 12, 2017 as presented.

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

#### Approval or rejection of a Resolution for the submission of a grant application for the Local Border Security Grant Program.

Councilmember Mendez asked if we did this last year and what was the amount. Mr. Milum stated in his notes to the Council it stated the purpose of the Border Star Security Grant is to assist in securing the Texas/Mexico Border. They have local law enforcement departments to assist in putting more officers on the street by funding overtime for officers to target narcotics, human smuggling, gangs and other criminal activities. Last year we received \$25,000 and this year they are proposing \$20,000. This greatly increases the presence of officers around the City and is very valuable for our citizens.

Councilmember Mendez asked if the last whereas is required to be in there. It states the City of Los Fresnos designates Mark W. Milum, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Councilmember Mendez said that this gives the City Manager the power to apply for, accept, reject, alter or terminate the grant. Mr. Milum stated that he only has the authority to do what the Council approves for him to do.

Motion was made and seconded to approve the resolution for the submission of a grant application for the Local Border Security Grant Program.



Regular Meeting

Tuesday, October 10, 2017

6:00 PM

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

**Approval or rejection of Proclamation designating October 8- 14, 2017 as Fire Prevention Week and Firefighters Appreciation Week.**

Motion was made and seconded to approve the Proclamation designating October 8-14, 2017 as Fire Prevention Week and Firefighters Appreciation Week.

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

**Approval or rejection to acknowledge the financial report and cash investment report for the 3rd quarter ending June 30, 2017.**

Councilmember Mendez said since we have an audience that we should use the opportunity to share how we are doing financially.

Mr. Milum explained that this report only covers the interest we received for the quarter ending June 30, 2017 and is not really a financial picture, however the City is doing very well financially. Celinla Gonzlaes said the amount of interest for the quarter was \$11,188 and the information is available through open records and the website.

Motion was made and seconded to acknowledge the financial report and cash investment report for the 3rd quarter ending June 30, 2017.

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

**Approval or rejection of a Resolution adopting the Investment Policy and Strategies for fiscal year 2017/2018.**

Motion was made and seconded to approve the resolution adopting the Investment Policy and Strategies for fiscal year 2017/2018.

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

**Approval or rejection to approve the 4th amendment to the University of Texas Health Science Center at San Antonio.**

Attachment: minutes from October 10 (2383 : Minutes)

Motion was made and seconded to approve the 4th amendment to the University of Texas Health Science Center in San Antonio.

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

**Consideration and ACTION to approve the first reading of Ordinance 488 adopting unanimous settlement agreement, setting rates and establishing tariffs for the provision of natural gas service by Texas Gas Service Company, a division of One Gas, Inc., within the City of Los Fresnos; declaring this ordinance to be a final determination of rates; requiring acceptance by Texas Gas Service Company of the rates prescribed herein; and establishing an effective date.**

Motion was made and seconded to approve the first reading of Ordinance 488 adopting unanimous settlement agreement, setting rates and establishing tariffs for the provision of natural gas service by Texas Gas Service Company, a division of One Gas, Inc., within the City of Los Fresnos; declaring this ordinance to be a final determination of rates; requiring acceptance by Texas Gas Service Company of the rates prescribed herein; and establishing an effective date.

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

**Consideration and ACTION to approve the first reading of Ordinance 489 authorizing and allowing under the Act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Los Fresnos; providing for increased municipal contributions to the current service annuity reserve at retirement; and establishing an effective date for the ordinance.**

Mr. Milum stated that is an ordinance that is required by TMRS to change the matching contribution that was approved in the budget.

Mr. Milum answered questions from the Council.

Councilmember Munoz made a motion to change the matching contribution to 1-1. After questioning from fellow councilmembers of why the change from what the Council directed and approved with the budget for 2 to 1; Councilmember Munoz then changed his motion to 1.5 to 1. Motion died due to lack of a second.

Motion was made and seconded to approve the first reading of Ordinance 489 authorizing and allowing under the Act governing the Texas Municipal Retirement System, "Updated



Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Los Fresnos; providing for increased municipal contributions to the current service annuity reserve at retirement; and establishing an effective date for the ordinance.

<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

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

Pedro Campos stated that he would like for the City to put the drainage ditch underground then put Hike & Bike Trails on the ditch. This would eliminate the need to clean the ditch. Mr. Milum stated that the drainage ditch does not belong to the City it belongs to Drainage District #1 and it is their responsibility to clean the ditch and it would be far to costly to put underground. Cameron County Drainage District #1 has been contacted concerning cleaning the ditch.

Patrick Anderson ask the Council to pass a Resolution opposing the border wall.

### **Action Items**

### **Consideration and ACTION to approve or reject any or all proposals received for group health insurance, group life insurance and supplemental insurance.**

Mr. Milum explained that the health insurance for the city employees has a 36% increase for the same coverage they have presently. This will be a \$112,729 increase in premiums. Council has a copy of the proposals that we received. We can keep the current policy or go to one of the other options. There are several different ways to go. One way is to decide on a plan that the City will pay and then give the employees an option to stay with the current policy and the employee will pay the difference. Also, TML sent in a proposal and other cities have the insurance and some or pleased with it and other or not. If we changed from BCBS we would not longer have an insurance agent we would have to deal directly with TML.

Ms. Tammi Greer was present and she explained options to the Council and answered questions from the Council

Motion was made and seconded to approve Blue Cross Blue Shield Plan 4 with an option for employee to upgrade to Plan 2 at employees cost.

Motion was made and seconded to approve Principal as the life insurance carrier.

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

**Consideration and ACTION to approve an agent for health insurance.**

Mr. Milum stated that Greer & Associates has been our insurance agent for many years and we would like them to continue.

Motion was made and seconded to approve Greer & Associates as our agent for health insurance.

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

**Consideration and ACTION to approve or reject additional funding for Los Fresnos Chamber of Commerce and presentation of quarterly report for July through September.**

Mr. Val Champion, Executive Director for the Chamber of Commerce was present and he gave a report to the Council on their activities and finances for July through September.

Mr. Milum stated that the Chamber of Commerce is requesting an increase of \$850 per month. Currently in the budget is \$24,000 which has been the same for the last 3 years. With the increase it would bring the monthly total to \$2,850 for an annual total of \$34,200.

Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the increase of \$10,200 for a total of \$34,200 per year.

**RESULT:** ADOPTED [4 TO 1]  
**MOVER:** Swain Real, Councilman  
**SECONDER:** Yolanda H. Cruz, Councilwoman  
**AYES:** Bibi Garza, Yolanda H. Cruz, Swain Real, Javier Mendez  
**NAYS:** Juan Munoz  
**ABSTAIN:** Polo Narvaez

**Consideration and ACTION to approve or reject any or all proposals received for auditing services for fiscal year 2017, 2018 and 2019.**



Mr. Milum stated that the rating committee of Polo, Yolanda, Celina and him had rated the 2 companies that provided audit proposals for the next 3 years. We provided each Councilmember with copies of the audits and rating sheets if you wanted to rate each firm yourself. All four committee individuals rated Carr Riggs and Ingram as the number one firm. This is the company that has combined forces with Long Chilton, which has conducted the City audits for many years.

Motion was made and seconded to approve Carr Riggs and Ingram as auditors for 2017, 2018 and 2019.

<b>RESULT:</b>	<b>ADOPTED [5 TO 0]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Munoz, Narvaez, Cruz, Real
<b>AWAY:</b>	Javier Mendez

**Consideration and ACTION to extend contract for City Attorney with Enrique Juarez. (By Bibi Garza)**

Mr. Milum stated that Councilmember Garza has requested for this item to be placed on agenda.

Councilmember Garza stated she would like to see the contracted amended from one year to five years and to leave out the 30 day termination clause. With a 30 days termination clause it really means that the contract is a 30 day contract.

There was a lot of discussion and questions from the Council.

Mr. Juarez, City Attorney, stated that he would like the contract for five years but one thing he would like is to be able to talk to the Department Heads because if something comes up with a department and he cannot get information then his hands are tied.

Motion was made and seconded to leave the contract as is with a one year contract and 30 day termination notice.

<b>RESULT:</b>	<b>TABLED [3 TO 3]</b>
<b>MOVER:</b>	Juan Munoz, Councilman
<b>SECONDER:</b>	Javier Mendez, Councilman
<b>AYES:</b>	Juan Munoz, Swain Real, Javier Mendez
<b>NAYS:</b>	Bibi Garza, Polo Narvaez, Yolanda H. Cruz

**Consideration and ACTION to approve or reject any or all bids received for vehicle maintenance.**

Mr. Milum stated the vehicle maintenance bid was not included last month with others because we did not receive any proposals by the deadline. Since then we have received 2 proposals, one from A & A Auto Repair and the other from Hector's Muffler Shop. Hector's Muffler Shop is the low proposal.

Councilmember Munoz asked if the mechanics were certified and if they had insurance. Mr. Milum stated he did not know.

Motion was made and seconded to approve Hector's Muffler Shop for vehicle maintenance.

<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Yolanda H. Cruz, Councilwoman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

**Consideration and ACTION to approve or reject any or all bids received for vehicle maintenance for tire service.**

Mr. Milum stated that we have 2 bids for tire repair and balancing, one from A & A Auto Repair and the other from Sanchez Tire Shop. The low bid is from Sanchez Tire Shop.

Motion was made and seconded to approve Sanchez Tire Shop for tire repairs and balancing.

<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Swain Real, Councilman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

**Consideration and ACTION to approve a Resolution requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance; and making certain findings in connection therewith.**

Mr. Milum stated that this is a resolution for the City to start the process to potentially borrow \$1,500,000 for wastewater projects. Guzman & Munoz Engineering has completed the study of our wastewater facilities, including extending service to the west and to the east along Highway 100. The areas that need to be taken care of now are extending wastewater services to the west along Highway 100, FM 1575 and Escalante Road. There is 3 lift stations that need to be rehabilitated and about 40 manholes that need to be upgraded and rehabilitated along with several sewer lines that we have identified that are the worst that need to be upgraded. TWDB says we can qualify for a 1.02% interest loan. The payments would be approximately \$84,000 per year. Passing this resolution allows us to start the process.



Mr. Milum answered questions from the Council.

Motion was made and seconded to approve the Resolution requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance; and making certain findings in connection therewith.

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

**Consideration and ACTION to reappoint or appoint three persons to the Planning & Zoning Commission.**

Mr. Milum stated the terms of Abe Ortega, Larry Meade and Javier Rodriguez expired October 1. They serve 2 year terms. All three individuals are willing to continue to serve.

Motion was made and seconded to approve Abe Ortega, Larry Meade and Javier Rodriguez to the Planning & Zoning Commission for 2 year terms.

<b>RESULT:</b>	<b>ADOPTED [5 TO 0]</b>
<b>MOVER:</b>	Polo Narvaez, Mayor
<b>SECONDER:</b>	Swain Real, Councilman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>AWAY:</b>	Juan Munoz

**Consideration and ACTION to reappoint or appoint two members to the Park Advisory Board.**

Mr. Milum stated the terms of Robert Garza and Adan Cruz expired October 1. They serve 2 year terms. Both individuals are willing to continue to serve.

Motion was made and seconded to approve Robert Garza and Adan Cruz for the Park Advisory Board for 2 year terms.

<b>RESULT:</b>	<b>ADOPTED [5 TO 0]</b>
<b>MOVER:</b>	Javier Mendez, Councilman
<b>SECONDER:</b>	Bibi Garza, Councilwoman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>AWAY:</b>	Juan Munoz

**Consideration and ACTION to reappoint or appoint two persons to the Los Fresnos Housing Authority Board.**

Attachment: minutes from October 10 (2383 : Minutes)

Mr. Milum stated that Barbara Rodriguez and Linda Ramirez terms expired October 1. They serve a 2 year term. Both individuals are willing to continue to serve.

Motion was made and seconded to approve Barbara Rodriguez and Linda Ramirez to the Housing Authority Board for 2 year terms.

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

**Acknowledgement of City Manager's Report**

**A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. Montes-Castro Park H. TxDot Sidewalk Projects I. Welcome Sign J. CDBG 2015-2016 Grant K. Memorial Park L. Memorial Park**

Mr. Milum reported on the following:

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

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

C. Water & Wastewater Engineering Study - Guzman & Munoz Engineering continues to work on design, surveying, easements or property required for east and west Highway 100 as well as north on FM 1575. The water portion is not complete yet. They have completed the study for wastewater. We will be 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 amount we can save on repairs can go towards the loan payment.

D. Whipple Road Wastewater Extension - Naismith-Hanson Engineering is working to get the bid specifications ready for us to advertise, bid, award contract and begin construction.



E. Nature Park - Naismith-Hanson Engineering has the Master Plan complete. They should have the specific details for the bid package in a few weeks.

F. Hike & Bike Trails - Halff Associates is working on the final design, the timeline and a construction estimate. We received final approval from Cameron County Drainage District #1 and have an agreement signed and in place by their Board. I will be meeting with Bayview Irrigation District #11 and TxDot to get final approval from them. 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.

G. Montes-Castro Park - The project is under construction. It should be complete in about 60 days. Products and materials are being ordered.

H. TxDot Sidewalk Projects - The sidewalk project is almost complete except 2 locations that we finally got approval from TxDot. The contractor should complete the work in October.

I. Welcome Sign - Work continues. It is looking good and should be done in another month or so.

J. CDBG 2015-2016 Grant - This is to re-pave East Sixth and East Ninth Streets, a total of 3 blocks. Construction is complete. We had enough funds left in the grant added with budget funds to re-pave Pita Street from Highway 100 to Fifth Street. It is under construction now.

K. Memorial Park - The exercise equipment project is complete.

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

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

#### Acknowledgement of Department Head Reports

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

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

Regular Meeting

Tuesday, October 10, 2017

6:00 PM

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

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

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

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

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

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

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

**Municipal Court Report 1. Monthly Report**

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

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

**Library Report 1. Monthly Report**

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

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

**Fire Marshal Report 1. Monthly Report**

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

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

**EMS Report 1. Quarterly Report**

Attachment: minutes from October 10 (2383 : Minutes)



Regular Meeting

Tuesday, October 10, 2017

6:00 PM

Motion was made and seconded to acknowledge the EMS Report as presented.

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

#### Closed Session

Closed Session - Deliberation pursuant to Section 551.071, Title 5 of the Texas Government Code, the Texas Open Meetings Act, regarding pending or contemplated litigation.

Mayor Narvaez recessed the meeting for Closed Session at 8:35 PM.

<b>RESULT:</b>	<b>NO ACTION</b>
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#### Open Session – Deliberation and possible action regarding the following:

Open Session - Deliberation and possible action regarding the pending or contemplated litigation.

Mayor Narvaez called the meeting back to order at 9:05 PM and stated no action would be taken.

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

Mayor Narvaez adjourned the meeting at 9:05 PM.

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

\_\_\_\_\_  
Recorder

Attachment: minutes from October 10 (2383 : Minutes)

# City Council

200 North Brazil

## Special Meeting

Los Fresnos, TX 78566

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

~ Minutes ~

Tuesday, October 10, 2017

7:00 PM

City Hall

### Call to Order

The meeting was called to order at 9:05 PM by Mayor Polo Narvaez

### Action Item

**Consideration and ACTION to approve the second and final reading of Ordinance 488 adopting unanimous settlement agreement, setting rates and establishing tariffs for the provision of natural gas service by Texas Gas Service Company, a division of One Gas, Inc., within the City of Los Fresnos, declaring this ordinance to be a final determination of rates, requiring acceptance by Texas Gas Service Company of the rates prescribed herein, and establishing an effective date.**

Motion was made and seconded to approve the second and final reading of Ordinance 488 adopting unanimous settlement agreement, setting rates and establishing tariffs for the provision of natural gas service by Texas Gas Service Company, a division of One Gas, Inc., within the City of Los Fresnos, declaring this ordinance to be a final determination of rates, requiring acceptance by Texas Gas Service Company of the rates prescribed herein, and establishing an effective date.

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

**Consideration and ACTION to approve the second and final reading of Ordinance 489 authorizing and allowing, under the Act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Los Fresnos; providing for increased municipal contributions to the current service annuity reserve at retirement; and establishing an effective date for the ordinance.**

Motion was made and seconded to approve the second and final reading of Ordinance 489 authorizing and allowing, under the Act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Los Fresnos; providing for increased municipal contributions to the current service annuity reserve at retirement, and establishing an effective date for the ordinance.

Attachment: minutes from October 10 (2383 : Minutes)

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Special Meeting

Tuesday, October 10, 2017

7:00 PM

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<b>RESULT:</b>	<b>ADOPTED [5 TO 1]</b>
<b>MOVER:</b>	Yolanda H. Cruz, Councilwoman
<b>SECONDER:</b>	Javier Mendez, Councilman
<b>AYES:</b>	Garza, Narvaez, Cruz, Real, Mendez
<b>NAYS:</b>	Juan Munoz

**Adjournment**

The meeting was closed at 9:08 PM

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Presiding Officer of the Council

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Recorder

Attachment: minutes from October 10 (2383 : Minutes)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2387)**

DOC ID: 2387 A

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**Consideration and ACTION to approve a Resolution voting  
for a person to serve on Cameron Appraisal District Board of  
Directors Position 9.**

Ricardo Morado was the only candidate that was nominated by any of the entities so he is the only one you can vote for. Since he was your nomination I assume you want to vote for him.

I recommend approval to vote for Ricardo Morado.



# CAMERON APPRAISAL DISTRICT

Richard Molina - Chief Appraiser  
 P.O. Box 1010, 2021 Amistad Dr.  
 San Benito, TX 78586-1010  
 www.cameroncad.org  
 (956) 399-9322  
 (956) 541-3365  
 (956) 428-8020  
 Fax ( 956) 399-6969



**MEMBERS OF THE BOARD**  
 Vicente Mendez, **Chairman**  
 David Garza, **Vice-Chairman**  
 David Argabright, **Secretary**  
 Gloria Casas  
 Cesar Lopez  
 J. Ruben Montemayor  
 Ricardo Morado  
 Bharat Patel  
 Jesse Villarreal  
 Tony Yzaguirre, Jr.

October 23, 2017

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

 **COPY**

Dear Mayor Narvaez:

The enclosed ballot has been prepared listing all nominees submitted by the fifteen (15) jurisdictions (cities/towns) represented by Position 9 on the Cameron Appraisal District Board of Directors. The governing body of each taxing unit entitled to vote shall determine its vote by resolution. **Mark your ballot and return the ballot to the appraisal district before December 15, 2017.** Once the votes have been tabulated, you will be notified of the results.

Sincerely,



Richard Molina  
 Chief Appraiser

RM/lis

cc: Pam Denny, City Secretary

Attachment: resolution to vote for position 9 (2387 : Appraisal District Position 9)

## CAMERON APPRAISAL DISTRICT

## BOARD OF DIRECTORS

## VOTING BALLOT

LET IT BE KNOWN THAT THE \_\_\_\_\_  
Taxing Unit

DOES HEREBY CAST ITS VOTE AS INDICATED IN THE BALLOT BELOW:

CANDIDATES FOR POSITION NINE

☐ Ricardo Morado

EACH JURISDICTION IS ALLOWED ONLY ONE VOTE  
BALLOTS MUST BE RETURNED TO CAMERON APPRAISAL DISTRICT BEFORE  
DECEMBER 15, 2017

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

Attachment: resolution to vote for position 9 (2387 : Appraisal District Position 9)

**RESOLUTION NO. 15-2017****A RESOLUTION BY THE CITY OF LOS FRESNOS TO VOTE A PERSON TO SERVE ON THE CAMERON APPRAISAL DISTRICT BOARD OF DIRECTORS FOR POSITION 9.**

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
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 of Los Fresnos along with fourteen (14) other cities in Cameron County is represented by one (1) board member sitting as position nine (9) on the Cameron Appraisal District Board of Directors; and

**WHEREAS**, each of the fifteen (15) cities represented by this director shall have the opportunity to vote for the representative of its choice for the period commencing January 2014; and

**WHEREAS**, the candidate receiving the greatest number of votes will hold director position nine (9);

**NOW THEREFORE, BE IT RESOLVED** this the \_\_\_\_ day of \_\_\_\_\_, 2017 that the City Council of the City of Los Fresnos voted for \_\_\_\_\_ to hold position nine (9) of the Cameron Appraisal District Board of Directors.

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

ATTEST:

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

Attachment: resolution to vote for position 9 (2387 : Appraisal District Position 9)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Resolutions  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2400)**

DOC ID: 2400 A

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**Consideration and ACTION to approve a Resolution to approve the proposal by the Cameron Appraisal District for renovations of Appraisal District Headquarters.**

The Appraisal District building in San Benito was built in 1985. As you can imagine, 32 years later they are in desperate need for more room. They have saved \$650,000 to add 2340 square feet to the current building. By law they must get approval from entities they represent. The other options are very expensive since it involves building a new facility. They have the \$650,000 saved so it will not impact the rates they charge us.

I recommend approval.

# CAMERON APPRAISAL DISTRICT

Richard Molina - Chief Appraiser  
P.O. Box 1010, 2021 Amistad Dr.  
San Benito, TX 78586-1010  
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(956) 399-9322  
(956) 541-3365  
(956) 428-8020  
Fax (956) 399-6969



November 6, 2017

**MEMBERS OF THE BOARD**  
**Vicente Mendez, Chairman**  
**David Garza, Vice-Chairman**  
**David Argabright, Secretary**  
Gloria Casas  
Cesar Lopez  
J. Ruben Montemayor  
Ricardo Morado  
Bharat Patel  
Jesse Villarreal  
Tony Yzaguirre, Jr.

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

RE: Remodeling project for the Cameron Appraisal District headquarters building

Dear Mayor Narvaez:

At its October 16, 2017 meeting, the Cameron Appraisal District Board of Directors took action to approve the remodeling of the District's headquarters building. Enclosed is a copy of the resolution adopted at the meeting by the Board. Also enclosed are alternatives to the remodeling proposal, as required by section 6.051(b).

Please note that Texas Tax Code section 6.051(b) requires that the acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. According to that section, approval must be in the form of a resolution. At this time, I respectfully request that an agenda item be placed on your next meeting agenda so that your governing body may consider approving our request for a building. Please also note that according to this subsection, a governing body has a deadline of 30 days from receipt of our resolution and alternatives to approve our proposal. If your governing body fails to act by that deadline, then our proposal would be treated as if it were disapproved by your entity.

I have enclosed a draft resolution that you may find helpful should your entity vote to approve the remodeling proposal. Please share this with your entity's counsel for approval prior to any vote on the District's remodeling proposal.

If you have any questions, please do not hesitate to contact me.

Sincerely,

*Richard Molina*  
Richard Molina  
Chief Appraiser

RM/lis  
Enclosures

Cc: Mark Milum, City Manager  
Pam Denny, City Secretary

Attachment: resolution for Appraisal District remodeling (2400 : Resolution Appraisal District renovations)



STATE OF TEXAS           §

COUNTY OF CAMERON   §

**RESOLUTION BY THE CAMERON APPRAISAL DISTRICT FOR  
RENOVATION OF APPRAISAL DISTRICT HEADQUARTERS**

WHEREAS, the Cameron Appraisal District ("District") is charged by the Texas Tax Code to appraise property and perform other functions authorized or required by law; and

WHEREAS, Texas Tax Code section 6.05(a) requires that each appraisal district shall establish an appraisal office; and

WHEREAS, the Board of Directors has determined that the current appraisal office is insufficient for the needs of the District; and

WHEREAS, Texas Tax Code section 6.051 authorizes the board of directors of an appraisal district to purchase or lease real property and construct and renovate improvements as necessary to establish and operate the appraisal office; and

WHEREAS, that the District's Board of Directors has determined that renovation of the current headquarters building and site improvements on property owned by the District is the most appropriate and cost effective plan for addressing the office-space needs for the District; and

WHEREAS, the Board of Directors proposes to renovate the current headquarters building and site improvements and to construct any improvements at that location in connection with renovation, the renovation and construction of all improvements described in this paragraph being estimated to cost \$650,000, and to retain the services of a contractor or construction supervisor and other qualified personnel to effect such renovation and improvements, subject to approval of three quarters of the taxing units entitled to adopt resolutions pursuant to Texas Tax Code section 6.051; and

WHEREAS, Texas Tax Code section 6.051(b) provides that the purchase or lease of real property or construction or renovation of improvements by an appraisal district must be approved by the governing bodies of three quarters of the taxing units entitled to adopt resolutions pursuant to that section; and

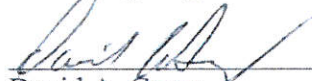
NOW THEREFORE BE IT RESOLVED, that on the date shown below, the Board of Directors of the Cameron Appraisal District proposes, in accordance with Texas Tax Code section 6.051, to renovate the current headquarters building and site improvements and to construct any improvements at that location in connection with renovation, the renovation and construction of all improvements described in this paragraph being estimated to cost \$650,000, and to retain the services of a contractor or construction supervisor and other qualified personnel to effect such renovation and improvements, all subject to approval of three quarters of the taxing units entitled to adopt resolutions pursuant to Texas Tax Code section 6.051.

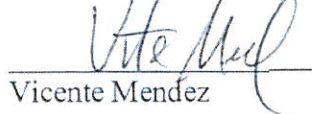
BE IT FURTHER RESOLVED, that the Chief Appraiser is directed to notify the presiding officer of each governing body entitled to vote on the approval of this proposal by delivering a copy of this resolution, together with information showing the costs of other available alternatives to this proposal.

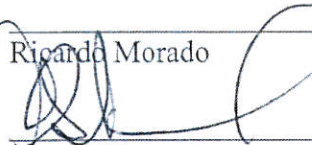
BE IT FURTHER RESOLVED, that the Chief Appraiser is directed to carry out all other activities in furtherance of this resolution.

Adopted this 16th day of October, 2017.

  
\_\_\_\_\_  
David Argabright

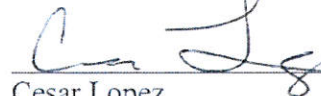
  
\_\_\_\_\_  
David A. Garza

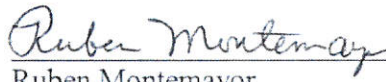
  
\_\_\_\_\_  
Vicente Mendez

  
\_\_\_\_\_  
Ricardo Morado

  
\_\_\_\_\_  
Jesse Villarreal

\_\_\_\_\_  
Gloria Casas

  
\_\_\_\_\_  
Cesar Lopez

  
\_\_\_\_\_  
Ruben Montemayor

\_\_\_\_\_  
Bharat R. Patel



October 19, 2017

**RE: Current Proposal of CAD Office Additions and Renovations, and Pursuant to the Texas Property Tax Code Section 6.051(b) Alternative Options for Consideration**

To all Taxing Entities,

The following information is provided to you with the assistance of Stanford Knowles of K+ Architect Inc. and information provided by the MLS services of the RGV. These proposals will help you to determine which option may be the most feasible for the district to acquire additional working space. Currently K+ has worked on plans to build approximately a 2,340 SF addition to the existing building. As per the Property Tax Code, the district must have three fourths approval of the entities that are allowed to vote. I have included any supporting documentation for your review.

**Current Proposal (Board Approved/Pending Taxing Unit Approval):**

Remain in District's current building with minimum renovations to existing building and providing a 2,340 square foot addition at \$275.00 per square foot plus renovation cost for the approximate cost of \$650,000.00. The district currently has approximately \$800,000 in committed funds to perform this addition; therefore, taxing units will not be required to provide any additional funds other than what has been committed for the project.

**Alternative #1**

Remain at the District's current location and demolish and replace existing building. The District estimates that construction of a new building at the current location would cost \$250.00 per square foot for expanded facility of 20,000 sf which equals \$5,000,00.00, plus demolition of existing building at \$350,000.0, and \$250,000 for temporary housing for 1 year. The total for this estimate would equal \$5,800,000 and needs to be completed within 1 year.

**Alternative #2**

Purchase land South of San Benito to Harlingen area. Current properties are listed between \$250,000 - \$600,000 with land preparation cost of \$40,000 and new 25,000 SF building for \$250 per square foot (\$6,250,000). The total estimated New Building would cost approximately \$6,800,000 less sale proceeds for the current location.

**Special Note:**

The need for additional space to handle the growth of the appraisal district is something we have been considering for many years. In the next few years we will continue to increase the staffing needs in order to provide the entities of the county a more efficient appraisal role. This addition would be the first increase in needed spaces since the building was built in 1985. Please review the attached documents and assist us by assuring that this will be placed on the agenda for approval.

Submitted by,

Richard Molina  
Cameron Appraisal District  
Chief Appraiser

Attachment: resolution for Appraisal District remodeling (2400 : Resolution Appraisal District renovations)



as necessary to compensate the appointed chief appraiser and fund the appraisal office as determined under this subsection.

(d) An appraisal district that does not appoint a chief appraiser or contract with an appraisal district or a taxing unit to perform the duties of the appraisal office by the first anniversary of the date the comptroller appoints a chief appraiser shall contract with an appraisal district or a taxing unit to perform the duties of the appraisal office or with a qualified public or private entity to perform the duties of the chief appraiser, subject to the approval of the comptroller. (Enacted by Acts 2013, 83rd Leg., ch. 1259 (H.B. 585), § 6, effective January 1, 2014.)

#### **Sec. 6.051. Ownership or Lease of Real Property.**

(a) The board of directors of an appraisal district may purchase or lease real property and may construct improvements as necessary to establish and operate the appraisal office or a branch appraisal office.

(b) The acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. The board of directors by resolution may propose a property transaction or other action for which this subsection requires approval of the taxing units. The chief appraiser shall notify the presiding officer of each governing body entitled to vote on the approval of the proposal by delivering a copy of the board's resolution, together with information showing the costs of other available alternatives to the proposal. On or before the 30th day after the date the presiding officer receives notice of the proposal, the governing body of a taxing unit by resolution may approve or disapprove the proposal. If a governing body fails to act on or before that 30th day or fails to file its resolution with the chief appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were disapproved by the governing body.

(c) The board of directors may convey real property owned by the district, and the proceeds shall be credited to each taxing unit that participates in the district in proportion to the unit's allocation of the appraisal district budget in the year in which the transaction occurs. A conveyance must be approved as provided by Subsection (b) of this section, and any proceeds shall be apportioned by an amendment to the annual budget made as provided by Subsection (c) of Section 6.06 of this code.

(d) An acquisition of real property by an appraisal district before January 1, 1988, may be validated before March 1, 1988, in the manner provided by Subsection (b) of this section for the acquisition of real property. (Enacted by Acts 1987, 70th Leg., ch. 55 (S.B. 312), § 2, effective January 1, 1988.)

#### **Sec. 6.052. Taxpayer Liaison Officer.**

(a) The board of directors for an appraisal district created for a county with a population of more than 120,000 shall appoint a taxpayer liaison officer who shall serve at the pleasure of the board. The taxpayer liaison officer shall administer the public access functions required by Sections 6.04(d), (e), and (f), and is responsible for resolving disputes not involving matters that may be protested under Section 41.41. In addition, the taxpayer liaison officer is responsible for receiving, and compiling a list of, comments and suggestions filed by the chief appraiser, a property owner, or a property owner's agent concerning the matters listed in Section 5.103(b) or any other matter related to the fairness and efficiency of the appraisal review board established for the appraisal district. The taxpayer liaison officer shall forward to the comptroller comments and suggestions filed under this subsection in the form and manner prescribed by the comptroller.

(b) The taxpayer liaison officer shall provide to the public information and materials designed to assist property owners in understanding the appraisal process, protest procedures, the procedure for filing comments and suggestions under Subsection (a) of this section or a complaint under Section 6.04(g), and other matters. Information concerning the process for submitting comments and suggestions to the comptroller concerning an appraisal review board shall be provided at each protest hearing.

(c) The taxpayer liaison officer shall report to the board at each meeting on the status of all comments and suggestions filed with the officer under Subsection (a) of this section and all complaints filed with the board under Section 6.04(g).

(d) The taxpayer liaison officer is entitled to compensation as provided by the budget adopted by the board of directors.

(e) The chief appraiser or any other person who performs appraisal or legal services for the appraisal district for compensation is not eligible to be the taxpayer liaison officer.

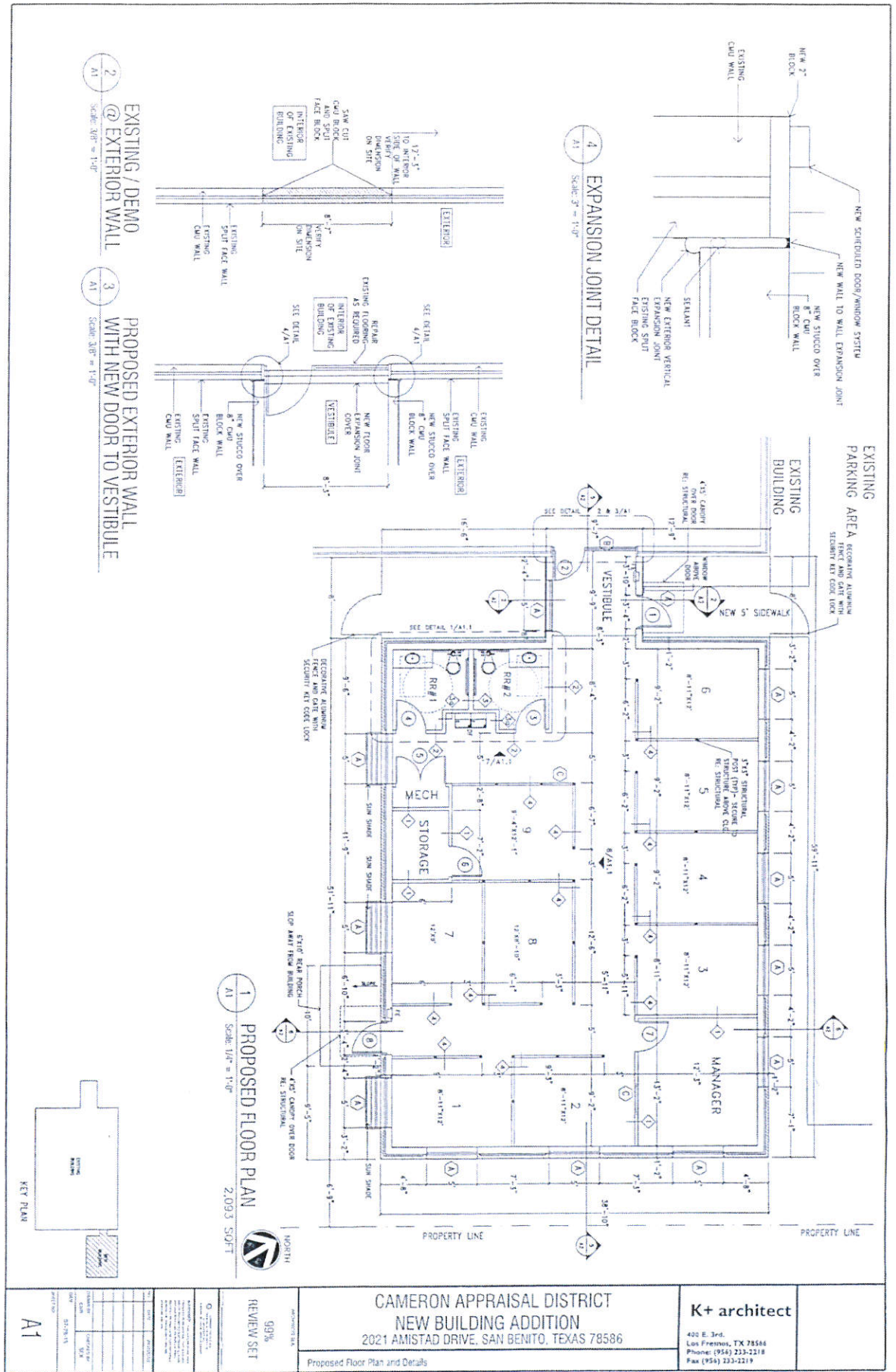
(f) The taxpayer liaison officer for an appraisal district described by Section 6.41(d-1) is responsible for providing clerical assistance to the local administrative district judge in the selection of appraisal review board members. The officer shall deliver to the local administrative district judge any applications to serve on the board that are submitted to the officer and shall perform other duties as requested by the local administrative district judge. The officer may not influence the process for selecting appraisal review board members.

(Enacted by Acts 1989, 71st Leg., ch. 796 (H.B. 432), § 8, effective January 1, 1990; am. Acts 1991, 72nd Leg., ch. 371 (H.B. 864), § 2, effective September 1, 1991; am. Acts 2007, 80th Leg., ch. 1086 (H.B. 3038), § 1, effective September 1, 2007; am. Acts 2013, 83rd Leg., ch. 1259 (H.B. 585), § 7, effective January 1, 2014.)

#### **Sec. 6.053. Assistance to Emergency Management Authorities.**

The chief appraiser shall, if requested by the emergency management authorities of a federal, state, or local





STATE OF TEXAS §

COUNTY OF CAMERON §

**RESOLUTION NO. 17-2017****RESOLUTION BY THE CITY OF LOS FRESNOS APPROVING THE PROPOSAL BY  
THE CAMERON APPRAISAL DISTRICT FOR RENOVATION OF APPRAISAL  
DISTRICT HEADQUARTERS**

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
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 Cameron Appraisal District ("Appraisal District") is charged by Texas Tax Code to appraise property and perform other functions authorized or required by law; and

**WHEREAS**, Texas Tax Code section 6.05(a) requires that each appraisal district shall establish an appraisal office; and

**WHEREAS**, Texas Tax Code §6.051 authorizes the board of directors of an appraisal district to purchase or lease real property and construct improvements as necessary to establish and operate the appraisal office; and

**WHEREAS**, Texas Tax Code section 6.051(b) requires that the acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

**WHEREAS**, the Board of Directors of the Appraisal District proposed by resolution ("Board Resolution") dated October 16, 2017 to renovate the current headquarters building and site improvements and to construct any improvements at that location in connection with renovation, the renovation and construction of all improvements described in this paragraph being estimated to cost \$650,000, and to retain the services of a contractor or construction supervisor and other qualified personnel to effect such renovation and improvements, subject to approval of three quarters of the taxing units entitled to adopt resolutions pursuant to Texas Tax Code section 6.051; and



**WHEREAS**, the Chief Appraiser of the Appraisal District has notified this taxing unit of the proposal by the Board of Directors of the Appraisal District by delivering to the presiding officer of the governing body a copy of the Board Resolution together with information showing the costs of other available alternatives to the proposal.

**NOW THEREFORE BE IT RESOLVED**, that on the date shown below, the governing body of the City of Los Fresnos ("City") approves, in accordance with Texas Tax Code section 6.051(b), the proposal by the Board of Directors of the Appraisal District to renovate the current headquarters building site improvements and to construct any improvements at that location in connection with renovation, the renovation and construction of all improvements described in this paragraph being estimated to cost \$650,000, and to retain the services of a contractor or construction supervisor and other qualified personnel to effect such renovation and improvements, subject to approval of three quarters of the taxing units entitled to adopt resolutions pursuant to Texas Tax Code section 6.051.

**BE IT FURTHER RESOLVED**, that the governing body of the City finds that the Chief Appraiser of the Appraisal District has notified the City of the proposal by the Board of Directors of the Appraisal District by delivering to the Mayor a copy of the Board Resolution together with information showing the costs of other available alternatives to the proposal.

Adopted this 14<sup>th</sup> day of November, 2017.

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

ATTEST:

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

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2388)**

DOC ID: 2388 A

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**Consideration and ACTION to approve an agreement  
between the City of Los Fresnos and Cameron County  
Drainage District #1 for Hike & Bike Trails.**

This is the agreement that we have discussed before that allows us to place parts of the Hike & Bike Trails in their easement. If there is damage caused by their work we will have to repair. Of course they assure us they will take every precaution possible to not do any damage. They just need this language to protect themselves. We are out of their easement in all areas except a few and I don't feel it will be a problem in those few areas. This is the same agreement the City of Brownsville has with them.

I recommend approval.

### LICENSE AGREEMENT

This Agreement is made and executed effective this 24<sup>th</sup> day of August, 2017, by and between Cameron County Drainage District No. 1 (hereafter called "District") and the City of Los Fresnos (hereafter called "Los Fresnos"); and

WHEREAS, Los Fresnos is in the process of developing a linear park known as the Rails To Trails project which tract of real property is located in Cameron County, Texas; and

WHEREAS, Los Fresnos has applied to and requested permission from District to use a part of the real property, consisting of fee owned property, rights-of-way and easements (prescriptive and otherwise) held by the District (the "District Property"), which District Property either lies adjacent to or is anticipated to be part of a continuum of a hike and bike trail which Los Fresnos seeks to build and maintain over, along, aside or across District Property; and

WHEREAS, the District is in agreement that a license shall be granted to Los Fresnos to construct and maintain a hike and bike trail pursuant to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises, covenants and warranties hereafter made by Los Fresnos, the District does hereby agree to the following:

**1. Granting of License.** Cameron County Drainage District No. 1 does hereby grant a license to Los Fresnos to erect and maintain, at Los Fresnos' sole expense and liability, a hike and bike path along, aside or across that portion of the District Property, which is graphically depicted in the attached Exhibit "A," which is incorporated herein for all purposes. In consideration of the foregoing license, Los Fresnos agrees to construct and install, at Los Fresnos' sole expense, the hike and bike on or over the District in conformance with construction plans which must be pre-approved by the District engineer. Such hike and bike trail

improvements (hereafter called "the Improvements") shall not be designed or constructed in such a manner so as to interfere with the use by District in fulfilling its statutory duties and exercising its usual and customary activities on its own District Property. All Improvements must be identified in detail on the plans and specifications prior to their construction and must be pre-approved by the District engineer.

2. Los Fresnos acknowledges that District mows and maintains its rights of ways, easements and drainage ditches utilizing excavators, tractors and other heavy equipment weighing at least 78,000 pounds. Los Fresnos agrees to release, indemnify and hold harmless District from any and all damages caused to Los Fresnos' hike and bike trails, its sidewalks and all other Improvements which damages may be caused by the District's personnel or equipment during maintenance, construction or excavation activities.

3. Any failure or refusal by Los Fresnos, its successors or assigns, to keep the Improvements maintained in good condition, after reasonable request and notification by District, shall constitute sufficient basis and cause for District to terminate this License Agreement. The initial term of this license shall be for five years, and thereafter the term of such license shall be on a one-year basis and such shall automatically renew on an annual basis. In any event, either party may terminate this agreement by giving the other party hereto written notice at least 12 months prior to the termination date. Such termination shall be effective upon the filing of a written notice of termination and cancellation in the Official Records of the County Clerk of Cameron County, Texas, together with notice of termination and cancellation mailed or delivered to Los Fresnos, or any subsequent owner of the land affected hereby, at the



last address of such owner found in the office of the Tax Assessor-Collector of Cameron County,  
Texas.

SIGNED this 24<sup>th</sup> day of August, 2017.

CAMERON COUNTY DRAINAGE  
DISTRICT NO. 1

By:   
Albert Barreda, General Manager

ATTEST:

CITY OF LOS FRESNOS:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor of the City of Los Fresnos

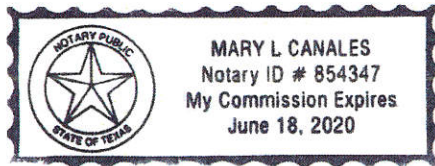
Attachment: agreement with CCDD1 (2388 : Agreement with CCDD#1)



## ACKNOWLEDGMENTS

THE STATE OF TEXAS    )  
   )  
 COUNTY OF CAMERON    )

This document was acknowledged before me by Albert Barreda, as General Manager of Cameron County Drainage District No. 1 and on behalf of said District, on the 24<sup>th</sup> day of August, 2017.



Mary L. Canales  
 Notary Public in and for the State of Texas

THE STATE OF TEXAS    )  
   )  
 COUNTY OF CAMERON    )

This document was acknowledged before me by \_\_\_\_\_, as Mayor of the City of Los Fresnos, Texas, and on behalf of said City, on the \_\_\_\_\_ day of August, 2017.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

Attachment: agreement with CCDD1 (2388 : Agreement with CCDD#1)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2389 A

**SCHEDULED**

**ACTION ITEM (ID # 2389)**

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**Consideration and ACTION to approve an agreement  
between the City of Los Fresnos and Bayview Irrigation  
District #11 for Hike & Bike Trails.**

This is the agreement that we have discussed before that allows us to place parts of the Hike & Bike Trails in their easement. It is very similar to the agreement with Cameron County Drainage District Number 1. If there is damage caused by their work we will have to repair. Of course they assure us they will take every precaution possible to not do any damage. They just need this language to protect themselves. We will only cross the canal in one area and I don't feel it will be a problem.

I recommend approval.

## LICENSE AGREEMENT: CANAL CROSSING

DATE: October 18, 2017

GRANTOR: **BAYVIEW IRRIGATION DISTRICT NO. 11**  
110 South San Roman Boulevard  
Los Fresnos, Texas 78566

GRANTEE: **CITY OF LOS FRESNOS**  
200 North Brazil  
Los Fresnos, Texas 78566

### 1. SITUATION:

- 1.1 Bayview Irrigation District No. 11's Main Canal, an open canal which, in pertinent part, generally runs east-west, intersects the line common to Tracts 45 and 46, Share 19, Espiritu Santo Grant at a point south of but near the southeast corner of Northside Addition [Volume 14, Page 54, Map Records of Cameron County, Texas]. At this point, a drainage ditch owned by Cameron County Drainage District No. 1, which is generally situated on or near the line common to Tracts 45 and 46, Share 19, Espiritu Santo Grant, intersects and crosses under the Main Canal.
- 1.2 The City of Los Fresnos is in the process of developing a linear park known as the Rails To Trails project. As graphically depicted on *Exhibit 1*, attached hereto:
  - (a) this project includes the construction of a hike and bike trail on the west side of, generally adjacent and parallel to said drainage ditch generally situated on or near the line common to Tracts 45 and 46, Share 19;
  - (b) at the point where the hike and bike trail crosses the Main Canal, Los Fresnos proposes to install one 10 foot by 4 foot reinforced concrete box culvert.

### 2. AGREEMENT:

This Agreement is made and executed effective this 18<sup>th</sup> day of October, 2017, by and between Bayview Irrigation District No. 11 (hereafter called "District") and the City of Los Fresnos (hereafter called "Los Fresnos"). In consideration of the promises, covenants, and warranties hereafter made by Los Fresnos, the District does hereby agree to the following:

- 2.1 Granting of License. Subject to the terms and conditions stated below, DISTRICT hereby grants to LOS FRESNOS the right, privilege, and easement to construct and maintain, at Los Fresnos' sole expense and liability, a hike and bike path which crosses District's Main Canal at the location described in Paragraph 1 above and graphically depicted on *Exhibit 1*, attached hereto, which is incorporated herein for all purposes, including the right to lay, construct, use, and maintain (including replacement) one 10 foot by 4 foot reinforced concrete box culvert where the hike and bike trail crosses the Main Canal.
- 2.2 District shall not be responsible for the design and construction of the crossing, including without limitation installation of the box culvert and fill. Los Fresnos agrees to install the box culvert in, and construct the hike and bike trail crossing of, the Main Canal in conformance with construction plans which must be pre-approved by the District's engineer. Such hike and bike trail improvement (hereafter called "the Improvements") shall not be designed or constructed in such a manner so as to interfere with the use and maintenance by District of its Main Canal. All improvements must be identified in detail on the plans and specifications prior to their construction, and must be pre-approved by the District engineer.
- 2.3 The Main Canal cannot be taken out of service during irrigation season. Accordingly, the box culvert can only be installed at such time approved by District.

- 2.4 District shall not be responsible to provide any maintenance of the hike and bike trail.
- 2.5 District reserves for itself all rights to use and maintain its Main Canal and its right-of-way for said Main canal. Such rights shall be superior to the rights and use granted to Los Fresnos in this License Agreement.
- 2.6 Los Fresnos acknowledges that District cleans and maintains the Main Canal, and its rights-of-ways and easements for the Main Canal, using excavators, tractors, and other heavy, tracked equipment weighing at least 78,000 pounds. Los Fresnos assumes the risk of the hike and bike trail being damaged when District's excavators, tractors, and other heavy, tracked equipment drive or pass over the hike and bike trail, and Los Fresnos shall not be entitled to any compensation or damages from District for such damage.
- 2.7 District has no record or knowledge of any utilities having been buried in District's right-of-way for the Main Canal. Los Fresnos assumes the risk of encountering any utilities buried in District's right-of-way while installing the box culvert, and Los Fresnos shall NOT be entitled to any compensation or damages from District if such are encountered.
- 2.8 It is understood that District's future maintenance and/or improvements of its irrigation system may include the widening of the Main Canal. District shall not be responsible for any cost and expense of any modification of the hike and bike trail which may be necessary as a result of District widening or otherwise improving the Main Canal, and Los Fresnos shall not be entitled to any compensation or damages from District.
- 2.9 Los Fresnos will not block the passage of District's vehicles and equipment over District's right-of-way for the Main Canal. Los Fresnos may not erect fences or gates on or across District's right-of-way for the Main Canal.
- 2.10 If the box culvert collapses or otherwise becomes a restriction of the Main Canal, Los Fresnos, at Los Fresnos' sole cost and expense, shall be responsible for replacing the culvert or correcting the restriction. Except during irrigation season, District will give Los Fresnos notice that the culvert must be replaced or the restriction removed or corrected. Should Los Fresnos fail to replace the culvert, or correct or remove the restriction within 30 days after having been given notice to do so, District can revoke this License Agreement and remove the crossing, and Los Fresnos shall not be entitled to any compensation or damages for the removal of the crossing. During irrigation season, without notice if necessary, District shall have the right to immediately take such action as may be necessary to keep the Main Canal in service.
- 2.11 Los Fresnos acknowledges that the Main Canal is usually FILLED WITH WATER. Los Fresnos assumes the risk of personal injury, including death, which may occur as a result of allowing the public to use the crossing. Los Fresnos agrees, to the extent allowed by law, to indemnify, save, and hold District harmless from any and all claims, demands, actions, causes of action, suits, debts, sums of money, accounts or accountings, reckonings, variances, trespasses, damages, judgments, executions, or other liabilities including attorney's fees, at common law, in equity, statutory, or otherwise, whether based upon tort, contract, or any other legal theory, arising out of use of the hike and bike trail crossing of District's Main Canal.
- 2.12 The initial term of this license shall be for five years, and thereafter the term of such license shall be on a one-year basis and such shall automatically renew on an annual basis. In any event, either party may terminate this agreement by giving the other party hereto written notice at least twelve months prior to the termination date. Such termination shall be effective upon the filing of a written notice of termination and cancellation in the office of the County Clerk of Cameron County, Texas, together with notice of termination and cancellation mailed or delivered to Los Fresnos, or any subsequent owner of the land affected hereby, at the last address of such owner found in the office of the Tax Assessor-Collector of Cameron County, Texas.
- 2.13 Los Fresnos shall file this Agreement in the Real Property Records of Cameron County,



Texas. Upon return after recording, Los Fresnos shall mail a copy of the recorded Agreement to District at the address stated above.

- 2.14 When the context requires, singular nouns and pronouns include the plural. This document represents the entire Agreement between District and Los Fresnos.

BAYVIEW IRRIGATION DISTRICT NO. 11

By: 

Ernesto Martinez, President

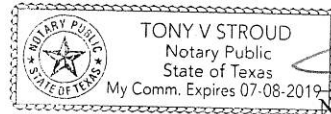
ATTEST:

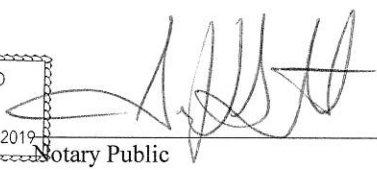
CITY OF LOS FRESNOS

By: \_\_\_\_\_  
Pam Denny, City Secretary

By: \_\_\_\_\_  
Polo Narvaez, Mayor

This document was acknowledged before me this 19<sup>TH</sup> day of OCT., 2017 by Ernesto Martinez, President of Bayview Irrigation District No. 11, on behalf of Bayview Irrigation District No. 11.



  
Notary Public

This document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Polo Narvaez, Mayor of City of Los Fresnos, on behalf of City of Los Fresnos.

\_\_\_\_\_  
Notary Public

**AFTER RECORDING RETURN TO:**

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

Attachment: agreemeny with Bayview Irrigation 11 (2389 : Agreement with Bayview District #11)



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2386)**

DOC ID: 2386 A

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**Consideration and ACTION to approve the renewal of a  
Memorandum of Understanding between the Los Fresnos  
Police Department and the Los Fresnos Consolidated  
Independent School District Police Department.**

This is the annual agreement with have with LFCISD for police department support. The financial amounts are on page 2, the first full paragraph for a total of \$15,760.00. The rest of the agreement is exactly as it always has been. LFCISD is truly a great partner with both parties providing each other tremendous support as needed.

I recommend approval.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS FRESNOS C.I.S.D. POLICE DEPARTMENT AND THE LOS FRESNOS POLICE DEPARTMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

## I.

### PARTIES

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

## II.

### PURPOSE

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

The Los Fresnos Consolidated Independent School District (Los Fresnos C.I.S.D.) has established and communicated a policy clearly establishing the parameters of the District Police. The Los Fresnos C.I.S.D. also understands the need to work with law enforcement agencies having overlapping jurisdiction with the Los Fresnos C.I.S.D. Additionally, the City Police Department is equally dedicated to serving the public by coordinating and communicating with the District Police.

## III.

### AGREEMENT

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



district. It is also understood and agreed that the primary responsibility of the District Police will include law enforcement activities within school campus boundaries of the Los Fresnos C.I.S.D. during normal school hours and at other times as may be necessary. The District Police will coordinate after school hours law enforcement activities with the City Police Department.

In anticipation of the need for the following services; use of the city jail facilities, prisoner transport to the Cameron County Jail (\$2,500), Dispatching Services, TCIC/NCIC, and Call Logging (\$5,000), communication services radio trunking usage – [12 radios @ \$10 monthly] \$1,440, and four (4) City Police Officers at the home football games for six (6) hours (5:45pm – 11:45pm) \$4,320, Additionally, in anticipation of the need for the use of the training facilities, and the gun range the Los Fresnos C.I.S.D. Police Department agrees to pay the City of Los Fresnos Police Department the amount of two thousand five hundred and no/100ths dollars (\$2,500) annually for the use of these facilities. The total that will be paid to the City of Los Fresnos annually is fifteen thousand seven hundred and sixty and no/100ths dollars (\$15,760.00). These funds will be paid in March of 2018.

#### IV.

#### TERM

The term of this agreement shall be for a twelve (12) month period from the date of this agreement. However, either party upon thirty (30) days written notice may terminate without cause this agreement.

#### V.

#### INSURANCE AND INDEMNIFICATION

5.1 Governmental Functions. Notwithstanding any provision to the contrary herein, this agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of the City and the District shall be that of independent contractors.

5.2 City Insurance and Indemnification. The Los Fresnos C.I.S.D. shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City, or for or with respect to this Agreement, and the City covenants and agrees that:

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

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

5.3 District Insurance and Indemnification. The city shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the Los Fresnos C.I.S.D., or for or with respect to the this Agreement by the District, and the District covenants and agrees that:

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

5.3.2 The Los Fresnos C.I.S.D. shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests.

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

VI.  
MISCELLANEOUS

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

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

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

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

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

## VII.

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



EXECUTED IN DUPLICATE ORIGINAL on this 2nd day of October 2017

LOS FRESNOS CONSOLIDATED  
INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_

Gonzalo Salazar  
Superintendent of Schools

CITY OF LOS FRESNOS,  
TEXAS

By: \_\_\_\_\_

Mark Milum  
City Administrator

LOS FRESNOS C.I.S.D.  
DISTRICT POLICE

By: \_\_\_\_\_

Joe M. Vasquez  
Los Fresnos C.I.S.D., Chief of Police

LOS FRESNOS  
POLICE DEPARTMENT

By: \_\_\_\_\_

Hector Gonzalez  
City of Los Fresnos, Chief of Police

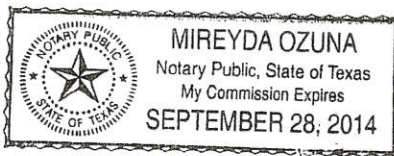
Attachment: MOU between City Police and School Police (2386 : MOU with School)

THE STATE OF TEXAS ' ,

## ACKNOWLEDGMENT

COUNTY OF CAMERON ' ,

This instrument was acknowledged before me on the 2nd day of October 2017, by Gonzalo Salazar, Superintendent of Schools, for and on behalf of the Los Fresnos Consolidated Independent School District.



*Mireyda Ozuna*

Notary Public-State of Texas

THE STATE OF TEXAS ' ,

## ACKNOWLEDGMENT

COUNTY OF CAMERON ' ,

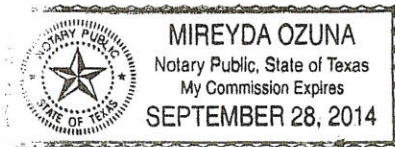
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Mark Milum, City Administrator of the City of Los Fresnos, Texas, for and on behalf of the City of Los Fresnos, Texas.

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

Attachment: MOU between City Police and School Police (2386 : MOU with School)

THE STATE OF TEXAS           '         ACKNOWLEDGMENT  
COUNTY OF CAMERON         '

This instrument was acknowledged before me on the 2nd day of October 2017, by Joe M. Vasquez, Police of Chief, Los Fresnos Consolidated Independent School District.



Mireyda Osuna  
Notary Public-State of Texas

THE STATE OF TEXAS               '               ACKNOWLEDGMENT  
COUNTY OF CAMERON             '

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2017, by Hector Gonzalez, Chief of Police, City of Los Fresnos, Texas, for and on behalf of the City of Los Fresnos, Texas.

Notary Public-State of Texas



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2384 A

**SCHEDULED**

**ACTION ITEM (ID # 2384)**

## **Consideration and ACTION to approve a service agreement with Los Fresnos Rodeo Committee.**

The Los Fresnos Rodeo is set for February 16, 17 & 18, 2018. The supporting documents are attached. Annually the City has utilized Hotel/Motel taxes to enter into an agreement with the Rodeo. The following are the amounts supported in prior years.

2004-2005	\$ 3,500
2005-2006	\$ 5,000
2006-2007	\$ 6,500
2007-2008	\$ 6,500
2008-2009	\$ 7,000
2009-2010	\$ 7,000
2010-2011	\$ 7,000
2011-2012	\$ 7,000 Plus \$20,000 to start Concert
2012-2013	\$ 8,000
2013-2014	\$10,000 Plus \$2,000 for Social Media
2014-2015	\$11,500 Plus \$2,500 for Social Media
2015-2016	\$12,000 Plus \$2,500 for Social Media
2016-2017	\$12,000 Plus \$2,500 for Social Media

Los Fresnos Rodeo Committee Inc.  
PO Box 103  
Los Fresnos, Tx. 78566

Los Fresnos City Council  
c/o Mark Milum & Desi Martinez  
200 North Brazil  
Los Fresnos, Tx. 78566

Date 10-27-2017

We, The Los Fresnos Rodeo Committee Inc., a nonprofit organization with a main purpose of having the best events in South Texas. We put on a PRCA Rodeo & Concert every February and starting this year we be hosting an IBCA Cook-Off this November. After our expenses to put on these events and our monthly expenses such as utilities, insurance, web site, maintenance, repairs and some improvements the rest of the profits are used in helping our community. We make over a dozen donations annually to nonprofit organizations and youth groups. Such as the Los Fresnos Lions Club, Knight of Columbus, FFA, Boy Scouts, Falcon Law, Catholic Youth group, American Legion, are just a few of the organizations and youth groups that we help. We also do Scholarships and the Calf Scramble for Kids during the rodeo. This does not count the support we give the Cameron County Live Stock Show, they are given a large area of land to set up and for parking and also a large area of land for their carnival at no charge.

We depend heavily on our sponsors because without them we would not be able to put these great events on or at least not in the manner that our spectators would like. We want to thank you for all of your support of the Rodeo for years and asking you to again sponsor the 2018 Los Fresnos PRCA Rodeo & Concert, February 16<sup>th</sup>, 17<sup>th</sup> & 18<sup>th</sup>, 2018.

I have attached our sponsorship sheet with the sponsorship you did last year highlighted in yellow and flyer. We are asking if you would put us on your agenda for November we would surely appreciate it.

Thank You

Mike Todd  
Rodeo Chairman  
956-778-4684 Email [mltodd1@hotmail.com](mailto:mltodd1@hotmail.com)

Attachment: rodeo request (2384 : Service Agreement-Rodeo Committee)

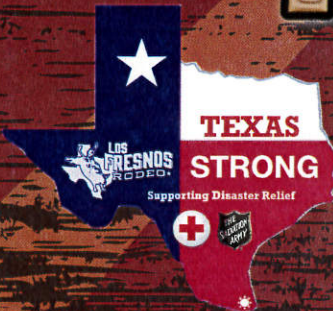


29th Annual

# Los Fresnos PRCA Rodeo & Concert



Feb. 16th, 17th & 18th  
2018



For Info:  
[www.lfrodeo.co](http://www.lfrodeo.co)





# **Los Fresnos PRCA Rodeo Sponsorships 2018**



**February 16th, 17th & 18th  
2018**

**WWW.LFRODEO.COM**

*Biggest Little Rodeo in Texas*



## Los Fresnos PRCA Rodeo



### Letter from the Chairman

Welcome to the 29<sup>th</sup> annual Los Fresnos PRCA Rodeo, the "Biggest Little Rodeo in Texas". On behalf of the rodeo committee, I would like to thank all of our sponsors, who without your generous support we would not be able to put on this great event.

**Thank You!!**



What an awesome rodeo we had last year. We had great weather and great crowds all three days. Friday Rodeo was followed by a great Concert provided by THE TEJANO BOYS and Saturday's Rodeo was followed by a great Concert provided by KIMBERLY DUNN followed by WADE BOWEN. Along with the Activity Area which featured Gator Shows, Tigers, free Concerts, Livestock Show, Arts and Crafts and a Carnival, all added up to a fun filled weekend. The Rodeo Committee has contracted to have KEVIN FOWELER for the Saturday concert and EL CONTROL for the Friday concert.

Stace Smith Pro Rodeo will be back, Stace is one of the top stock contractors and rodeo producers in the PRCA and has been named Stock Contractor of Year at the WNFR 11 times. Stace Smith brings the best stock in Pro Rodeo to Los Fresnos, which attracts the best cowboys and cowgirls to our rodeo. Our announcer will be the outstanding voice of rodeo, Andy Stewart. The Professional Bullfighters Association brought to you by Jim McClain and Allen Nelson, who the Rodeo Committee considers part of the Los Fresnos Rodeo Committee family, will bring some of their top bullfighting teams to compete as they protect the bull riders during the rodeo.

I hope you will take time to look over this year's Sponsorship package, which has been revised. A few things have been added and a few things have been removed. Check out #5 & 11 in the sponsorship package (Rodeo Concert Sponsors) and #10 (Advertising Sponsor). It is a great way to get your name out to the entire valley. Also check out #13 Front Corral Event Sponsor. You can either sponsor a show or the whole area, which is a great way for everybody to see you.

With the help of our sponsors and volunteers we look forward to another outstanding event that is the Los Fresnos PRCA Rodeo & Concert along with the Cameron County Fair & Livestock Show. We'll see you at the rodeo and again **"Let's Rodeo"!!**

*Mike Todd*

## Los Fresnos PRCA Rodeo





## Rodeo Committee

The Los Fresnos PRCA Rodeo Committee is made of twenty-eight hard working individuals who with the help of their families and numerous volunteers tirelessly toil to put on a three-day event of family fun entertainment. The Rodeo Committee prides itself in providing numerous scholarships and support to youth and civic organizations in the area. The Rodeo Committee strives to provide the best rodeo stock and cowboys in the PRCA thus considered "The Biggest Little Rodeo in Texas". The intent of the original founders of the rodeo were to put Los Fresnos on the map by bringing top quality entertainment to our community and the Rodeo Committee continues to fulfill the dreams of these individuals. Working together, the rodeo committee has partnered with the Cameron County Fair & Livestock Show, which holds their event in conjunction with the rodeo. There is also a fun filled carnival for all to enjoy and many other forms of entertainment that are part of the Los Fresnos PRCA Rodeo.

## Our Fans

We host over 25,000 fans during the three-day event. These are spectators from all over the United States and Mexico. The demographics include Rio Grande Valley Residents, Winter Texans and folks from Northern Mexico.

## Stock Contractor

Stace Smith produces more PRCA rodeos than any other stock contractor in the Professional Rodeo Cowboys Association and has been named PRCA Stock Contractor of the Year for eleven years. Smith Pro Rodeos provide top livestock and a one of a kind rodeo experience that attracts the top cowboys in PRCA.

## Los Fresnos PRCA Rodeo





# Sponsorship Packages

## 1. PLATINUM SPONSOR \$10,000

The Platinum sponsor has promotional opportunities at the event including announcements during the rodeo and concert. Branding appears on all printed material and digital media, including our rodeo website, our LED display screen, posters, promotional flyers, arena and stage signs and as well as on-site branding. The Platinum Sponsor receives press advertising in the Los Fresnos News and other key publications in the area and event publicity in our local media outlets including KTEX radio

- a. Media Advertising *(PSA's as allowed)*
- b. Sign on Top of Announcer's Stand
- c. Poster Advertising – Logo or Name *(if committed by 12/1/2017)*
- d. Announced as Platinum Sponsor during rodeo performances
- e. Displayed on Big Arena Video Screen *(\$500 value)*
- f. Flag (with your logo) in Grand Entry *(If committed by 12/1/2017)*
- g. Program Advertising *(Full Page if committed by 12/1/2017) - \$650 value*
- h. Webpage Listing
- i. Box Seats Three Rodeo Performances *(6 seats per performance if committed by 12/1/2017) - \$600 value)*
- j. Custom Embroidered Jacket or Buckle or Six Caps *(if committed by 12/1/2017)*
- k. Space for Banners outside arena
- l. 100 Regular Admission Concert Tickets *(\$2,000 value - cost for extra tickets)*
- m. 20 Rodeo Tickets *(6-Friday, 8-Saturday, 6-Sunday - \$540 value - cost for extra tickets)*
- n. Program Listing *(name listing only if committed by 12/1/2017)*

## 2. VIDEO SCREEN SPONSOR \$6,000

- a. Logo on Video Screen during rodeo
- b. Twelve 30 second or less commercials *(before rodeo and during Intermission)*
- c. Announced as Video Screen Sponsor during rodeo performances
- d. Displayed on Big Arena Video Screen *(\$500 value)*
- e. Flag (with your logo) in Grand Entry *(if committed by 12/1/2017)*
- f. Program Advertising *(Full Page if committed by 12/1/2017 - \$650 value)*
- g. Webpage Listing
- h. Box Seats Three Rodeo Performances *(6 seats per performance if committed by 12/1/2017 - \$600 value)*
- i. Custom Embroidered Jacket or Buckle or Six Caps *(if committed by 12/1/2017)*
- j. Space for Six Banners outside arena
- k. Program Listing *(name listing only if committed by 12/1/2017)*



### 3. GOLD SPONSOR \$5,000

- a. Sign on Announcer's Stand
- b. Announced as Gold Sponsor during rodeo performances
- c. Displayed on Big Arena Video Screen (\$500 value)
- d. Flag (with your logo) in Grand Entry (if committed by 12/1/2017)
- e. Program Advertising (Full Page – if commit by 12/1/2017 - \$650 value)
- f. Webpage Listing
- g. Box Seats Three Rodeo Performances (6 seats per performance if committed by 12/1/2017 - \$600 value)
- h. Custom Embroidered Jacket or Buckle or Six Caps (if committed by 12/1/2017)
- i. Space for Banners Outside Arena
- j. Program Listing (name listing only if committed by 12/1/2017)
- k. Optional Add-On: 8' x 8' Sign on Back of North Bleachers \$1,500
- l. Optional Add-On: 4' x 8' Sign on Back of North Bleachers \$1,000



### 4. SILVER SPONSOR \$3,500

- a. Announced as Silver Sponsor during rodeo performances
- b. Displayed on Big Arena Video Screen (\$500 value)
- c. Program Advertising (Half page – if commit by 12/1/2017 - \$550 value)
- d. Webpage Listing
- e. Box Seats Three Rodeo Performances (6 seats per performance if committed by 12/1/2017 - \$600 value)
- f. Custom Embroidered Jacket or Buckle or Six Caps (if committed by 12/1/2017)
- g. Space for Four Banners Outside Arena
- h. Program Listing (name listing only if committed by 12/1/2017)
- i. Two 3' x 8' Arena Signs (\$1,000 value)
- j. Optional Add-On: 8' x 8' Sign on Back of North Bleachers \$1,500
- k. Optional Add-On: 4' x 8' Sign on Back of North Bleachers \$1,000



## 5. RODEO SATURDAY CONCERT SPONSOR \$3,000

- a. Media Advertising Name Recognition (\$1,000 value)
- b. Announced as a concert sponsor during rodeo and concert
- c. Displayed on Big Arena Video Screen (\$500 value)
- d. Webpage Listing
- e. Banner or Sign on Stage
- f. Program Listing *(name listing only if committed by 12/1/2017)*
- g. 12 Rodeo Tickets *(4 per performance - \$200 value - cost for extra tickets)*
- h. 40 Concert Tickets (\$800 value)
- i. Space for Two Banners Outside Arena
- j. Optional Add-On: Box Seats Three Rodeo Performances \$550  
*(6 seats per performance, a Custom Embroidered Jacket or Buckle or Six Caps)  
if committed by 12/1/2017 - \$600 value – cost for extra tickets)*
- k. Optional Add-On: Meet & Greet Room. *(Sponsor furnishes own backdrop for pictures and advertising) — cost to be arranged with Rodeo Chairman.*

## 6. BULL FIGHT TEAM SPONSOR \$3,000

- a. Announced as Event Sponsor of One Team
- b. Program Advertising *(1/4 page if committed by 12/1/2017 - \$300 value)*
- c. Webpage Listing
- d. Program Listing *(name listing only if committed by 12/1/2017)*
- e. 3' x 8' Arena Sign (\$500 value)
- f. 12 Rodeo Tickets *(4 per performance - \$200 value - cost for extra tickets)*
- g. Space for Two Banners Outside Arena
- h. Custom Shirts worn by Team (\$1000 value)
- i. Promotional Visit





## 7. BULL RIDING, CALF SCRAMBLE OR MUTTON BUSTING SPONSOR \$2,500

- a. Announced as Event Sponsor during rodeo performances
- b. Webpage Listing
- c. Box Seats Three Rodeo Performances *(6 seats per performance if committed by 12/1/2017 - \$600 value)*
- d. Custom Embroidered Jacket or Buckle or Six Caps *(if committed by 12/1/2017)*
- e. Space for Two Banners Outside Arena
- f. Program Listing *(name listing only if committed by 12/1/2017)*
- g. 3' x 8' Arena Sign *(\$500 value)*
- h. Optional Add-On: 8' x 8' Sign on Back of North Bleachers \$1,500
- i. Optional Add-On: 4' x 8' Sign on Back of North Bleachers \$1,000

## 8. BRONZE SPONSOR \$2,000

- a. Announced as Bronze Sponsor during rodeo performances
- b. Program Advertising *(1/4 page if committed by 12/1/2017 - \$300 value)*
- c. Webpage Listing
- d. 3' x 8' Arena Sign *(\$500 value)*
- e. Space for Two Banners Outside Arena
- f. Optional Add-On: Box Seats Three Rodeo Performances \$550  
*(6 seats per performance, a Custom Embroidered Jacket or Buckle or Six Caps if committed by 12/1/2017 - \$600 )*
- g. Optional Add-On: 8' x 8' Sign on Back of North Bleachers \$1,500
- h. Optional Add-On: 4' x 8' Sign on Back of North Bleachers \$1,000

## 9. BULL BLEACHER SPONSOR \$2,000

- a. 8' X 8' Sign on Back of North Bleachers
- b. Program Listing *(name listing only if committed by 12/1/2017)*
- c. Optional Add-On: Box Seats Three Rodeo Performances \$550 *(6 seats per performance, a Custom Embroidered Jacket or Buckle or Six Caps if committed by 12/1/2017 - \$600 value)*



## 10. ADVERTISING SPONSOR

Sponsorship goes toward one of the following *(if committed by 12/1/2017)*

- a. Billboard Advertising – \$3,000
  1. Digital Bulletins *(4 week period – 10 seconds – 1,322 per day – spots to be determined)*
  2. Bulletins (14'x48") *(4 week period – spots to be determined)*
- b. Radio Advertising - \$1,500 *(spots to be determine with which radio station).*
- c. Television Advertising - \$2,000 *(spots to be determined with which television station)*
- d. Print - \$750 *(space to be determined with which newspaper or magazine company)*

## 11. RODEO FRIDAY CONCERT SPONSOR \$1,500

- a. Media Advertising Name Recognition
- b. Announced as a concert sponsor during rodeo and concert
- c. Displayed on Big Arena Video Screen *(\$500 value)*
- d. Webpage Listing
- e. Banner or Sign on Stage
- f. Program Listing *(name listing only if committed by 12/1/2017)*
- g. 12 Rodeo Tickets *(4 per performance - \$250 value – cost for extra tickets)*
- h. 40 Concert Tickets *(\$800 value)*
- i. Space for Banners Outside Arena
- j. Optional Add-On: Box Seats Three Rodeo Performance \$550  
*(6 seats per performance, a Custom Embroidered Jacket or Buckle or Six Caps if committed by 12/1/2017 - \$600 value )*
- k. Optional Add-On: Meet & Greet Room *(Sponsor furnishes own backdrop for pictures and advertng)*

## 12. COW BLEACHER SPONSOR \$1,500

- a. 4' x 8' Sign on Back of North Bleachers
- b. Program Listing *(name listing only if committed by 12/1/2017)*

## 13. FRONT-CORRAL EVENT AREA SHOW SPONSOR \$1,500

- a. Announced as Event Area Show Sponsor
- b. 12 Rodeo Tickets *(4 per performance - \$200 value - cost for extra tickets)*
- c. 3' x 8' Arena Sign *(\$500 value)*
- d. Banner or Sign in Show Area
- e. Program Listing *(name listing only if committed by 12/1/2017)*
- f. Option: Available to name this area as yours. Example: "ABC EVENT AREA" *(Cost and benefits are negotiable)*



## 14. BUCKING CHUTE SIGN SPONSOR \$1,250

- a. Announced during rodeo bucking sections
- b. Sign on Bucking Chute
- c. 12 Rodeo Tickets (4 per performance - \$200 value - cost for extra tickets)
- d. Program Listing (name listing only if committed by 12/1/2017)



## 15. CLOWN SPONSOR \$1,000

- a. Announced as Clown Sponsor during rodeo performances
- b. Logo on Clown's Barrel
- c. 12 Rodeo Tickets (4 per performance - \$200 value - cost for extra tickets)
- d. Program Listing (name listing only if committed by 12/1/2017)



## 16. RODEO EVENT SPONSOR \$1,000

**(Barrel Racing, Bareback Riding, Saddle Bronc, Steer Wrestling, Team Roping, Tie Down Roping)**

- a. Announced as Event Sponsor during rodeo performances
- b. 3' x 8' Arena Sign (\$500 value)
- c. Displayed on Big Arena Video Screen (\$150 value per spot)
- d. 12 Rodeo Tickets (4 per performance - \$200 value - cost for extra tickets)
- e. Program Listing (name listing only if committed by 12/1/2017)
- f. Optional add-on: 2 events for \$1,750

## 17. SECTION BLEACHER SPONSOR \$1,000

- a. Sign on Bleacher Section (your name or business) (if committed by 12/1/2017)
- b. Name on tickets for that section
- c. Optional Add-On: Box Seats Three Rodeo Performances \$550  
(6 seats per performance, a Custom Embroidered Jacket or Buckle or Six Caps if committed by 12/1/2017 - \$600 value)

## 18. CALF BLEACHER SPONSOR \$1,000

- a. Box Seats Three Rodeo Performances (6 seats per performance if committed by 12/1/2017 - \$600 value - cost for extra tickets)
- b. Custom Embroidered Jacket or Buckle or Six Caps
- c. 3' x 8' Arena Sign (\$500 value)
- d. Program Listing (name listing only if committed by 12/1/2017)

## 19. GRAND ENTRY SPONSOR \$800

- a. Announced during Grand Entry
- b. Program Listing *(name listing only if committed by 12/1/2017)*
- c. 3' x 8' Arena Sign (\$500 value)
- d. 12 Rodeo Tickets *(4 per performance - \$250 value - cost for extra tickets)*



## 20. OUTGATE SPONSOR \$750

- a. 3' x 10' Arena Sign on Outgate
- b. Program Listing *(name listing only if committed by 12/1/2017)*



## 21. ROPING BOX SPONSOR \$750

- a. Advertising on roping box chute
- b. Announced as sponsor of Roping Box
- c. Program Listing *(name listing only if committed by 12/1/2017)*

## 22. TICKET ADVERTISING \$750

- a. 1 1/2" X 6" Ad on internet purchased tickets

## 23. BOX SEAT SPONSOR \$600

- a. Box Seats Three Rodeo Performances *(6 seats per performance if committed by 12/1/2017 if box seats are available, otherwise will be placed on a waiting list on a first come – first serve basis - \$600)*
- b. Custom Embroidered Jacket or Buckle or Six Caps *(if committed by 12/1/2017)*
- c. Optional to Remove Custom Embroidered Jacket or Buckle or Six Caps - \$50
- d. Program Listing *(name listing only if committed by 12/1/2017)*

## 24. CONTESTANT HOSPITALITY SPONSOR \$500

- a. 6 Rodeo Tickets *(2 per performance)*
- b. 2 Passes for Cantina Area *(good all three days)*
- c. 6 Free Meals in Contestant Hospitality Area *(2 per day)*
- d. Sign in the Contestant Hospitality area *(as a sponsor of this area)*



## 25. CANTINA AREA SPONSOR \$500

- a. 6 Rodeo Tickets *(2 per performance)*
- b. 2 Passes for Cantina Area *(good all three days)*
- c. Sign in the Cantina Area *(as a sponsor for this area)*

## 26. SOUTH BLEACHER SPONSOR \$500

- a. 4' X 8' Sign on Back of South Bleachers
- b. Program Listing *(name listing only if committed by 12/1/2017)*

## 27. ARENA SIGN SPONSOR \$500

- a. 3' X 8' Sign in the arena
- b. Program Listing *(name listing only if committed by 12/1/2017)*

## 28. OAK TREE SPONSOR \$250

- a. Two Tickets *(\$60 value)*
- b. Sign or Plaque by Tree *(for the life of the tree)*
- c. Program Listing *(name listing only if committed by 12/1/2017)*

## 29. RODEO SUPPORTER \$200

- a. Two Tickets *(\$60 value)*
- b. Rodeo Tee Shirts (Two)
- c. \$50 Credit at the Rodeo Store
- d. Program Listing *(name listing only if committed by 12/1/2017)*





## Los Fresnos PRCA Rodeo & Concert Sponsorship Agreement 2018

I wish to purchase the following sponsorship:


I realize that all the sponsorship packages are subject to approval by the Los Fresnos Rodeo Committee. Sponsorships will be considered on a first come first serve basis. Sponsorships from the previous year will be given first consideration.

Company or Individual (circle one)

### Sponsor Information

Name:

Address:

City:

State:

Zip Code:

Phone No:

Email Address:

Signature:

Rodeo Representative:

Date:

Certain Sponsorships have options for the following: ***Please select one***

1	Jacket Size	XL	L	M	S	Name on Jacket:
2	Buckle					
3	Six Caps					

Los Fresnos PRCA Rodeo  
PO Box 103  
Los Fresnos, Texas 78566

Attachment: rodeo request (2384 : Service Agreement-Rodeo Committee)

## SERVICE AGREEMENT

This is an agreement between the City of Los Fresnos, hereinafter called "City" and the Los Fresnos Rodeo Committee, hereinafter called "Committee".

The purpose of this agreement is to establish a development program between the City and the Committee to promote the City through advertisement.

This agreement will begin on December 1, 2017 and will be for a one year (1) period and will be reviewed by the City to consider extending the agreement or not. Payment in the amount of \$12,000.00 for Rodeo will be paid the first part of December.

Therefore, it is agreed that the Committee will use advertisement dollars as follows:

1. Media Advertising
2. Poster advertising – Logo and Name
3. Sign on top of announcer's stand (3x5)
4. Announcements as Platinum Sponsor during Rodeo
5. Program advertising (full page)
6. Program listing
7. Webpage Listing
8. Box seat for all three(3) performances (6 seats per performance)
9. Custom embroidered caps (6)
10. Space for six (6) banners outside arena (3 x 12 maximum)
11. Displayed on Big Arena Video Screen
12. 8 x 8 Sign on back of north bleacher
13. 20 Rodeo Tickets
14. 100 Regular Admission Concert Tickets

This agreement is effective upon the approval of both parties.

Passed and approved this 14<sup>th</sup> day of November, 2017 by the City Council of the City of Los Fresnos

CITY OF LOS FRESNOS

ATTEST:

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

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

LOS FRESNOS RODEO  
COMMITTEE

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mike Todd, Chairman

Attachment: rodeo service agreement (2384 : Service Agreement-Rodeo Committee)



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2385 A

**SCHEDULED**

**ACTION ITEM (ID # 2385)**

**Consideration and ACTION to approve a service agreement  
with Cameron County Fair & Livestock Show.**

The Cameron County Fair & Livestock Show is set for February 16, 17 & 18, 2018. The supporting documents are attached. Annually the City has utilized Hotel/Motel taxes to enter into an agreement with the Stock Show. The following are the amounts supported in prior years.

2006-2007	\$ 2,500
2007-2008	\$ 2,500
2008-2009	\$ 2,500
2009-2010	\$ 2,500
2010-2011	\$ 2,500
2011-2012	\$ 2,500
2012-2013	\$ 2,500
2013-2014	\$ 3,500
2014-2015	\$ 4,500
2015-2016	\$ 4,500
2016-2017	\$ 5,000



Cameron County Fair & Livestock Show  
P.O.Box 530985  
Harlingen, Texas 78553  
October 23, 2017

Mr. Mayor and the City Commissioners of Los Fresnos,

On behalf of the Cameron County Fair & Livestock show board of directors we wish to thank you for your past support of the show by sharing your advertising dollars with our organization.

We continue to be a non profit 501 (c) (3) organization that supports the 4H and FFA youth of Cameron County and South Texas. The youth develop responsibility, pride and healthy competition through participation in livestock shows.

The Cameron County Fair & Livestock show will mark its Thirty-Eighth year with the 2018 show. The show will continue to support the local youth. The CCFLS will crown a queen in January 2018 at the Los Fresnos High School, who will go on to represent the 2019 Los Fresnos PRCA Rodeo. This young lady will receive a scholarship from the Rodeo Committee to continue her education. The 2018 LFPRCA Queen will be Miss. Madelyn Hill representing Arroyo 4-H.

With your support in 2017 a total of \$5,000.00 in scholarships were awarded. I would like to give you some information on the youth you have assisted to pursue their higher education. Karen Water from Los Fresnos High School, Kennedy Boykin from Harlingen High School, Miranda Del Valle from Harlingen South and Samantha Ramirez of Los Fresnos all plans to attend Texas A&M at College Station. Jonathan Garza and Katheryn Lafferty both from Harlingen South plan to attend Texas A&M Kingsville. Jonathan Ybarra of Harlingen High plans to attend Texas A&M Corpus Christi. Final scholarship was awarded to Daniel Castillo of Harlingen South High School and he plans to University of Texas at San Antonio.

We continue to grow and improve the grounds with the support of the City and in 2017 we were able to do just that! Our goal has always been for a permanent building to be built to house the cattle projects in, and I am pleased to report that with your support we have completed construction on a 100 x 100 barn expansion. This we are very pleased to report was ready for use in the 2017 show. It needs a little more work on permanent lighting and a few more pens and to expand the office. But the barn is done!!

The CCFLS Committee has changed the Home Show Division to a certain extent, in that we have added a class for sewing projects, painting/sketching, as well as canning. The shop project will be separated from the home show division with a division of their own. By doing this the committee believes it gives the youth greater opportunity to showcase their talents. This year buckles will be awarded to the Home Show and Shop projects.

We are once again soliciting your advertising dollar support. If you could possible spend the same dollar amount as last year that would be greatly appreciated. The advertising dollars you spend with us will be used to help defray the cost of putting on the show, the additional building expansions as well as towards scholarships. The City of Los Fresnos will have a sign with the city logo once again displayed in the show arena the entire time of the show. Announcements will be made over the speaker system recognizing the City of Los Fresnos during the show.

As the Cameron County Fair & Livestock show celebrates the Thirty- Eighth Anniversary of the show we wish to thank you once again for your generous support of the show and the 4H and FFA youth in Cameron County.

Sincerely,  
Valerie Arizmendi  
President 2018

Attachment: Cameron County Fair request (2385 : Service Agreement - CC Fair)

## SERVICE AGREEMENT

This is an agreement between the City of Los Fresnos, hereinafter called "City" and the Cameron County Fair & Livestock Show, hereinafter called "Fair".

The purpose of this agreement is to establish a development program between the City of Los Fresnos and the Fair to promote the City through advertisement.

This agreement will begin on December 1, 2017 and will be for a one year (1) period and will be reviewed by the City of Los Fresnos to consider extending the agreement or not. Payment in the amount of \$5,000.00 will be paid in full in the month of December.

Therefore, it is agreed that the Fair will use advertisement dollars as follows:

1. 2 x 4 and 4x4 advertisement board with the City's logo to be displayed in the fair grounds for the duration of the show.
2. 25 PRCA Rodeo tickets for the Friday performance.
3. City logo will be placed on the Fair's web page.
4. The City of Los Fresnos will be announced over the PA system numerous times over the course of the three (3) days of the show.

This agreement is effective upon the approval of both parties.

Passed and approved this 14<sup>th</sup> day of November, 2017 by the City Council of the City of Los Fresnos.

CITY OF LOS FRESNOS

ATTEST:

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

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

CAMERON COUNTY FAIR &  
LIVESTOCK SHOW

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2399)**

DOC ID: 2399 A

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**Consideration and ACTION for the City Council appointing Estrada Hinojosa & Company, Inc. as the City's Financial Advisor and Norton Rose Fulbright US LLP as Bond Counsel; delegating the authority to the Mayor or City Manager of the City to execute certain documents relating to the engagement of Estrada Hinojosa & Company, Inc. and Norton Rose Fulbright US LLP; and other matters in connection therewith.**

Since Norton Rose Fulbright as our Bond Counsel and Estrada Hinojosa as our Financial Advisors were approved by TWDB to handle the design engineering portion of the project a few years ago where we received a low interest loan and some loan forgiveness, they allow them to continue since this is the same project for construction. Attached are the agreements for each just as they have been in the past. The maximum cap for Norton Rode Fulbright will be \$25,650. The estimated amount fore Estrada Hinojosa depending on the exact amount borrowed is estimated at \$26,000 to \$28,400, but the table in the agreement will be utilized to do the final calculation. Both firms as tremendous help and assets to the team.

I recommend approval.



November 14, 2017

**BY EMAIL AND FEDERAL EXPRESS**

Norton Rose Fulbright US LLP  
300 Convent Street, Suite 2100  
San Antonio, Texas 78205-3792  
United States

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w.jeffrey.kuhn@nortonrosefulbright.com

Tel +1 210 224 5575  
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nortonrosefulbright.com

Mr. Mark Milum  
City Manager  
City of Los Fresnos  
200 North Brazil  
Los Fresnos, Texas 78566

Re: City of Los Fresnos, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2018 (Texas Water Development Board Clean Water State Revolving Fund)

Dear Mr. Milum:

This letter confirms that Norton Rose Fulbright US LLP will represent the City of Los Fresnos, Texas (the "City") in connection with its Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2018 (Texas Water Development Board Clean Water State Revolving Fund) (the "Debt") issued by the City (the "Matter"). Our acceptance of that representation (the "Representation") becomes effective upon the execution of the enclosed copy of this letter.

### **Terms of Engagement**

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

### **Our Personnel Who Will Be Working on the Matter**

I will be working on the Matter with Arnold Cantu III, and you may call, write, or e-mail me us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

Mr. Mark Milum  
November 14, 2017  
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 NORTON ROSE FULBRIGHT

### **Our Legal Fees and Other Charges**

Legal fees and costs are difficult to estimate. Except as discussed herein, accordingly, we have made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.

From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

It is expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the Representation.

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of quarters of an hour. For example, we charge for time spent in the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation if needed; legal research; responding to the Texas Attorney General; responding to requests from the City that we provide information to the City's auditors; drafting letters and other documents; and travel, if needed.

In addition to our fees for rendering professional services, our statement will include other charges for expenses and services incurred incident to the performance of our legal services, such as photocopying, delivery charges, travel expenses, overtime for secretaries and other nonlegal staff, Texas Attorney General filing fee that we will pay on behalf of the City, specialized computer applications such as computerized legal research and filing fees. A copy of our current recharge schedule, which is subject to change from time to time, is attached hereto as Exhibit A.

As an accommodation to the City, we have agreed to cap our Firm's fees for the issuance of the Debt to \$22,500, plus expenses of \$1,500, plus the Texas Attorney General filing fee of \$1,650 which we will pay on behalf of the City.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.



Mr. Mark Milum  
November 14, 2017  
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^NORTON ROSE FULBRIGHT

## Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

We are pleased to have the opportunity to be of continued service to the City with respect to this Matter. If you need any further information from us concerning this Matter, please do not hesitate to contact me.

Very truly yours,

W. Jeffrey Kuhn

WJK/jcq  
Enclosures

cc: Mr. Clay Binford (Firm)  
Ms. Stephanie V. Leibe (Firm)  
Mr. Arnold Cantu III (Firm)  
Ms. Lauren N. Ferrero (Firm)  
Mr. Matthew A. Lee (Firm)  
Mr. Clay Chrisman (Firm)  
Mr. Darius Ravangard (Firm)

The City of Los Fresnos, Texas Agrees to and Accepts this Letter and the Attached Terms of Engagement:

CITY OF LOS FRESNOS, TEXAS

By: \_\_\_\_\_  
Mark Milum  
City Manager

Date: \_\_\_\_\_

## NORTON ROSE FULBRIGHT US LLP

### *Additional Terms of Engagement*

This is a supplement to our engagement letter, dated November 14, 2017. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning the City of Los Fresnos, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2018 (Texas Water Development Board Clean Water State Revolving Fund) (the "Matter"). Because these additional terms of engagement are a part of our agreement to provide legal services, the City of Los Fresnos, Texas (the "City") should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that the City retain this statement of additional terms along with our engagement letter and any related documents.

### **The Scope of the Representation**

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the City's behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the City; and (2) keep the City reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the City agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the City's future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and the City's agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is identified as our client in our engagement letter referenced above, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders,



partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related person or entity without first obtaining consent from the City.

It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

### **Who Will Provide the Legal Services**

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent the in the Matter. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

### **Our Relationships With Others**

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by the City of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Matter develops between the City and any other client of the firm, we will decline to represent either client, unless consent is given by both clients that we may represent one or the other in the unrelated controversy.

From time to time, our firm may concurrently represent one client in a particular case or matter and, at the same time, our firm may be asked to represent an adversary of that same client in an unrelated case or matter. We would consider doing so only if it is our professional judgment that the firm could undertake the concurrent representation impartially and without any adverse effect on the responsibilities that the firm has to either client.

With respect to any such issues that may relate to the Representation, we agree to exercise our professional judgment in accordance with the governing rules pertaining to conflicts of interest. At the same time, it is agreed that the City will consent to our representation of other clients in such circumstances if the request for consent is reasonable.



In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to the City in the Matter that is the subject of this engagement or in some other matter.

### **Communications and Confidentiality**

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which we appear as counsel of record for the City in publicly available records, we reserve the right to inform others of the fact of our representation of the City in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

### **Disclaimer**

Norton Rose Fulbright US LLP has made no promises or guarantees to the City about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

### **Termination**

At any time, the City may, with or without cause, terminate the Representation by notifying us of the City's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of

Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the City meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the City's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the City will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

### **Billing Arrangements and Terms of Payment**

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that the City will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and the City does not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

### **Document Retention**

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

### **Charges for Other Expenses and Services**

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, Texas Attorney General filing fee, UCC filing, TEFRA notices, telephone conferences, and computerized research. In addition, we reserve the right to send to the City for direct payment any invoices delivered to us by others, including experts and any vendors.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to your account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.



### **Standards of Professionalism and Attorney Complaint Information**

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Attachment: agreement for financial advisor and bond counsel (2399 : Agreement for Financial Advisor & Bond Counsel)



## THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM.** A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT.** A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER.** A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable.

when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

**IV. LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**EXHIBIT A**  
**NORTON ROSE FULBRIGHT US LLP**  
**(San Antonio)**

**Expenses and Services Summary**

<b>EXPENSE/SERVICE</b>	<b>CHARGE</b>
Binding	N/A (Pricing varies in other office locations)
Deliveries	
Overnight/Express	Direct Cost
Outside Courier	Direct Cost
In-House	N/A
Courthouse Messengers	(Pricing varies in other office locations) \$40.00/Hour plus Transportation (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct Cost
Duplicating	
Photocopy	\$0.15 per page
Color photocopy	\$0.85 per page
Microfilm/Microfiche	\$0.50 per page
Videography (duplication)	\$5.00/tape plus \$20.00/duplication
Electronic Mail (via Internet)	No Charge
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct Cost on any item or group of items which cost \$1.00 or more
Facsimile (Outgoing)	No Charge
Telephone	
Long Distance (Domestic)	No Charge
Long Distance (International)	No Charge
File Storage Retrieval	N/A (Pricing varies in other office locations)
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour

Attachment: agreement for financial advisor and bond counsel (2399 : Agreement for Financial Advisor & Bond Counsel)



# **AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

**By and Between**

**CITY OF LOS FRESNOS, TEXAS  
(Hereinafter referred to as the "Issuer")**

**And**

**ESTRADA HINOJOSA & COMPANY, INC.**

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

## **I.**

This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

## **II.**

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and pay those fees and expenses set out in Appendix A, provided, however, that our obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

## **III.**

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgment, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer. Additionally, we will perform, as required, budget analysis, participate in capital improvement planning, and provide investment analysis.

2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgment with the goal of designing Debt



Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.

5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

a. Competitive Sale: We will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.

b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.

8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgment, may be necessary.

10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of

information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinated the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.

13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

17. We agree to do, or cause to be done, all work incident to pertaining Debt Instruments, obtaining approval, as may be required by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the debt instruments will be paid by the Issuer.

18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

19. We will attend any and all meeting of governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.

20. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

#### IV.

In addition to the services set out above, we agree to provide the following services when so requested:

1. We will provide our advice as to the investment of certain funds of the Issuer. We will, when so directed, purchase those investments authorized to be purchased and we will charge a normal and customary commission for each such transaction.

2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.

4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

VI.

This agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of five years from the date of acceptance and renewed thereafter automatically on an annual basis. Provided, however, this Agreement may be terminated with or without cause by the Issuer upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it, together with Appendices A, B, C attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

By: \_\_\_\_\_

This agreement is accepted by the Issuer this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF LOS FRESNOS, TEXAS

By: \_\_\_\_\_  
City Manager  
City of LOS FRESNOS, TEXAS

ATTEST:

By: \_\_\_\_\_  
City Secretary



## APPENDIX A

In consideration for the services rendered by Estrada Hinojosa & Company, Inc. to the Issuer under the terms and conditions of the Agreement to which this attached, it is understood and agreed that the fee payable to Estrada Hinojosa & Company, Inc. for special projects directed by the Issuer that may not lead to a transaction the following hourly rates apply:

Any fees and expenses paid to the Financial Advisor that are incurred during the 12-month period immediately preceding any issuance of a Debt Instrument for services related to the project being financed, in whole or in part, by the Debt Instrument, will be subtracted from the Transaction Fee otherwise payable in accordance with the fee schedule below. Any fees and expenses incurred by the Financial Advisor on work authorized by the Issuer, but unrelated to the issuance of the Debt Instrument or the project being financed, in whole or in part, by the Debt Instrument, shall not be subtracted from any Transaction Fees associated with the issuance of the Debt Instrument.

The Transaction Fees due the Financial Advisor for issuance of all Debt Instruments will be as follows:

Base Fee – Any Issue - \$10,000

Plus	\$15.00	Per	\$1,000	up to	\$250,000	or \$13,750	for	\$250,000	Bonds
Plus	13.00	Per	1,000	next	250,000	or 17,000	for	500,000	Bonds
Plus	10.00	Per	1,000	next	500,000	or 22,000	for	1,000,000	Bonds
Plus	8.00	Per	1,000	next	1,500,000	or 34,000	for	2,500,000	Bonds
Plus	5.00	Per	1,000	next	2,500,000	or 46,500	for	5,000,000	Bonds
Plus	2.50	Per	1,000	next	5,000,000	or 59,000	for	10,000,000	Bonds
Plus	1.00	Per	1,000	over	10,000,000				

Fees for revenue bonds or other self-supporting obligations including those obligations sold competitively or placed or directly issued to governmental entities and/or other Debt Instruments involving Escrow Agreements and Refunding Bonds: it is understood and agreed that our fee will be the fee schedule set out above plus 25%. It is also understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee and the Official Statement preparation to be negotiated on a case-by-case basis. On Texas Water Development Board or similar State/Federal Grant/Loan Programs, the fees set forth will be used to compute a fee based on the total project cost, plus out-of-pocket expenses, including application fee as set forth below. Estrada Hinojosa provides Arbitrage Rebate, Continuing Disclosure submission, and Investment Advisory services at an additional cost and separate from this Financial Advisory contract.

In consideration for the services rendered by Estrada Hinojosa & Company, Inc. to the Issuer under the terms and conditions of the Agreement to which this is attached, it is understood and agreed that the fee payable to Estrada Hinojosa & Company, Inc. for special projects directed by the Issuer that may not lead to a transaction the following hourly rates apply:

Sr. Vice President and above	\$300.00
Vice President	\$250.00
Assistant Vice President	\$200.00
Senior Associate and Analysts	\$150.00
Associate	\$100.00
Administrative	\$ 75.00

The hourly rates set forth above will be billed on a monthly or other agreed upon basis plus out of pocket expenses that may be incurred.

Estrada Hinojosa will bill the Issuer at Closing, for each issue of Obligations, a net amount, which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer

for the Bond Attorneys; preparation, printing, and distribution of the Notice of Sale, Official Statement, Uniform Bid Form, Application or Offering Memorandum; independent consultants, out-of-pocket expenses, information meetings, if any, presentations to rating agencies and rating agency fees; if any, printing of Obligations; and all appropriate costs and expenses associated with the closing and delivery of the Obligations. Other costs associated with the completion of the project to be billed at closing include: bond insurance or other credit enhancement fees; messenger, overnight delivery, market data technology, photocopying, postage; telephone reports of independent auditors or consultants travel; and other related expenses of the issuer and company personnel.

## APPENDIX B

## DISCLOSURE STATEMENT REQUIRED

BY

## MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. (“Municipal Advisor”) to CITY OF LOS FRESNOS, TEXAS (“Client”) in connection with the Municipal Advisor Engagement contract to which this Appendix B pertains (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

**Part A (Disclosures of Conflicts of Interest)**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any *actual or potential* material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.



In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

#### **Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location:

<https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor last updated Form MA on September 1, 2016.

**Part C Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

*Estrada Hinojosa + Company, Inc.*

Estrada Hinojosa & Company, Inc.

APPENDIX C  
DISCLOSURE STATEMENT REQUIRED

BY

THE STATE OF TEXAS

Estrada Hinojosa hereby represents and warrants that the following statements are true and correct:

- (a) Estrada Hinojosa has delivered the Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filings generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent and notarized, prior to the execution of this Agreement by the City and Estrada Hinojosa. Estrada Hinojosa and the City understand that neither the City nor its consultants have the ability to verify the information included in Form 1295, and neither the City nor its consultants have an obligation, nor have undertaken any responsibility, for advising Estrada Hinojosa with respect to the proper completion of Form 1295 other than, with respect to the City, providing the identification numbers required for the completion of Form 1295.
- (b) Pursuant to Section 2270.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not Boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Lender agrees not to Boycott Israel during the term of this Agreement.
- (c) Estrada Hinojosa hereby acknowledges that (a) Estrada Hinojosa does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Estrada Hinojosa is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

Sincerely,

*Estrada Hinojosa + Company, Inc.*

Estrada Hinojosa & Company, Inc.

Attachment: City of Los Fresnos FA Contract 11\_2017 (2399 : Agreement for Financial Advisor & Bond Counsel)



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2404)**

DOC ID: 2404 A

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**Consideration and ACTION to approve replacing radio tower at City Hall and to enter into a communication agreement.**

The radio tower above City Hall was installed when this building was build in 1986. The life of a tower is usually much less than 31 years especially along the coast. Our tower is very rusted and is no longer safe. We need to replace it as soon as possible. VEAE Communication Services does our contracted work on cameras, repeaters, radios and specialized IT work as needed throughout the year. They have offered to take down the tower, replace it and our equipment for \$15,467. This is a very cheap price. Since they do our work they have offered this as well as will maintain our cameras at the parks, all city buildings as well as a few around town in some areas where we have trouble with illegal dumping and they will maintain all of our point to point communications throughout the City at the parks and our buildings free of charge as long as we allow them to put their repeaters/radios on our towers. This is a great deal for us that will save us between \$7,500 to \$10,000 per year and doesn't cost us to have them on the tower.

I recommend approval.

VEAE Services

3054 E 14TH ST  
BROWNSVILLE, TX 78521**Estimate**

Date	Estimate #
11/2/2017	327

Name / Address
City of Los Fresnos Dale House 200 N Brasil Los Fresnos, 78566 Texas US

			Project
Description	Qty	Rate	Total
Tower for Los Fresnos Tear down old tower and Erection of new tower			
Tear down existing Tower and Removal of equipment on Tower			
Removal Equipment		1,000.00	1,000.00
Tear down Tower		3,500.00	3,500.00
Erection of New Tower and Installation of equipment on Tower			
Equipment Install		1,500.00	1,500.00
Tower Erection		2,500.00	2,500.00
Complete 100 Foot 130/ 110 MPH Guyed Tower Hot Dip Galvanized, Double Bolted Joints, Zig-Zag Rod Bracing, 1-1/4" Steel Tubing, Side Rails, 12-1/2" Equalateral, Triangular Design, Can be used in: Guyed Config 130 MPH rated Tower can rise to a maximum of 100 feet	1	4,600.00	4,600.00
Equipment Stablization: Tower Torque Arm Stabilizer Assembly	1	375.00	375.00
3/16" Extra High Strength Guy Wire Strand EHS 1000 Feet	1	250.00	250.00
3/16" Down Guy Wire Cable Clamp Galvanized Forged Steel	72	1.00	72.00
3/16" Big Grip Guy Wire Strand Pre-Form Dead-End	15	9.00	135.00
		<b>Subtotal</b>	
		<b>Sales Tax (0.0%)</b>	
		<b>Total</b>	

Attachment: tower price (2404 : Tower at City Hall)

VEAE Services

3054 E 14TH ST  
BROWNSVILLE, TX 78521**Estimate**

Date	Estimate #
11/2/2017	327

Name / Address
City of Los Fresnos Dale House 200 N Brasil Los Fresnos, 78566 Texas US

			Project
Description	Qty	Rate	Total
Turnbuckle for ROHN Tower 1/2 x 12 inch Eye to Jaw	15	20.00	300.00
Tower Work Platform Attachment	1	165.00	165.00
Equipment mounts: Tower Face Dish Mount	2	225.00	450.00
Tower DBS Dish Antenna 1.50 inch Mount	1	225.00	225.00
Lightning Rod	1	215.00	215.00
Anti Climb Warning Sign	1	15.00	15.00
Tower Antenna Rotor Post	2	65.00	130.00
Miscellaneous cable tips, straps, nuts, bolts, and consumables	1	35.00	35.00
*****Will be RE-USING EXISTING cables for equipment*****			
*****4 days will be needed to complete task, weather permitting*****			
**** 65% DOWN IS REQUIRED TO BEGIN WORK **** **** REPLY WITH AUTHORIZATION ****		0.00	0.00
		<b>Subtotal</b>	\$15,467.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$15,467.00

Attachment: tower price (2404 : Tower at City Hall)



THIS AGREEMENT, is made and entered into by and between the CITY OF LOS FRESNOS (City), Texas, a municipal entity, and the VEAE Communication Services LLC (VEAE).

### AGREEMENT

1. Scope of Work. VEAE agrees to provide the City with maintenance and support for wireless PtMP connections and citywide CCTV IP cameras. For the wireless PtMP connections this includes cleaning, adjusting, repositioning, inspecting cables and mounts, firmware updates, and reprogramming existing radio connections as needed or on a regular schedule. For the cameras this includes cleaning, adjusting, repositioning, inspecting, firmware updates and reprogramming as needed or on a regular schedule.

The City will purchase replacement radios, cameras and/or hardware as needed. The City will allow VEAE to place repeater(s)/radios on the city tower(s) for its use.

2. Term. This Agreement will be for the period beginning October 1, 2017 and ending September 30, 2018, unless sooner terminated as provided in Section 5. This agreement will automatically renew each year unless either party notifies the other party in writing no later than August 1.

3. Payment Terms. Both parties agree to the scope of work with no monetary exchange.

4. Hold Harmless. The City will not be responsible for damage to VEAE equipment on its towers. VEAE will not be responsible for damage to City equipment unless it is the result of work conducted by VEAE or lack of work conducted by VEAE.

5. Termination of Agreement. The parties agree that if terms are not met by the City or VEAE, this Agreement where such breach remains uncured for thirty (30) calendar days following notice to the other party describing such breach, the agreement shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement at Los Fresnos, Texas, the day and year first above written.

City of Los Fresnos

VEAE Communication Services, LLC

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

\_\_\_\_\_  
Roberto Estrada

Attachment: tower agreement (2404 : Tower at City Hall)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2390)**

DOC ID: 2390 A

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**Consideration and ACTION to approve to extend City Attorney contract with Enrique Juarez. (as per City Charter)**

This was discussed at the last meeting. There was a motion made to not extend the contract. The vote ended in a tie. According to the City Charter, Article II Section 2.02, it states, "In the event of a tie vote on any matter, the Mayor shall place the matter on the next Council agenda for reconsideration. If any such matter receives a second tie vote then it shall not be considered approved or passed." This is the reason it is up for consideration again.

## CITY ATTORNEY SERVICES

This agreement is for legal services between the City of Los Fresnos and Enrique C. Juarez, Attorney at Law, effective October 1, 2017 through September 30, 2022.

The scope of services for which fees and rates are requested is divided into three categories: general representation, special projects and litigation. These categories are more fully described for your clarification. The firm will be required to provide a detailed, itemized billing for each category (including general representation), on a monthly basis. Itemized billing is due by the 10<sup>th</sup> of the month following services rendered.

### GENERAL REPRESENTATION: (Hourly Rate of \$ 125.00)

1. Attend City Council meetings at the request of the Mayor or City Manager.
2. Attend Planning & Zoning meetings at the request of the Mayor or City Manager.
3. Attend Community Development Corporation meetings as legal counsel at the request of the Mayor or City Manager.
4. Consultation with Mayor, City Council, City Manager or Department Heads. Department Head must let City Manager know when Attorney is contacted.
5. Preparation and review of Ordinances and Resolutions as required.
6. Preparation and review of Contracts and other documents prior to City Council action.

### SPECIAL PROJECTS: (Hourly Rate of \$125.00)

1. Large projects that the Mayor, Council or City Manager have approved with estimated time frame and cost.
2. Research on projects only if approved by the Mayor, Council or City Manager with estimated time frame and cost.

### LITIGATION:

Rate to be determined depending on type of litigation.



Meetings with other entities or residents must be pre-approved by the Mayor or City Manager. These need to be first referred to the Mayor or City Manager to be handled. If there is a legal issue the Mayor or City Manager can then refer it to the City Attorney.

CITY OF LOS FRESNOS

ENRIQUE C. JUAREZ

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

\_\_\_\_\_  
Enrique C. Juarez

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Attachment: contract for legal services (2390 : City Attorney)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 2391)**

DOC ID: 2391 A

**A. Wastewater Plant Update B. Water Plant Update C. Water & Wastewater Engineering Study D. Whipple Road Wastewater Extension E. Nature Park F. Hike & Bike Trails G. Montes-Castro Park H. TxDot Sidewalk Projects I. Welcome Sign J. CDBG 2015-2016 Grant K. Henderson Road Project L. City Hall Project**

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

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

C. Water & Wastewater Engineering Study - Guzman & Munoz Engineering continues to work on design, surveying, easements or property required for east and west Highway 100 as well as north on FM 1575. The water portion is not complete yet. They have completed the study for wastewater. We will be 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. We are working with engineers, financial advisors and bond counsel on needed documents for TWDB. This should take a couple of months.

D. Whipple Road Wastewater Extension - Naismith-Hanson Engineering has the documents ready for us to advertise, bid, award contract and begin construction. The City has to acquire the easements prior to that. We are working with the property owners to get these.

E. Nature Park - Naismith-Hanson Engineering has the Master Plan complete. They should have the specific details for the bid package in a few weeks.

F. Hike & Bike Trails - Halff Associates is working on the final design, the timeline and a construction estimate. We received final approval from Cameron County Drainage District #1 and have an agreement signed and in place by their Board. We received final approval from Bayview Irrigation District #11 and have an agreement signed and in place by their Board. Each of these is on the agenda for tonight for the Council to take action. We are still waiting on TxDOT to get final approval. 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.

G. Montes-Castro Park - The project is under construction. The sidewalks are poured and equipment has been ordered. It should be complete in about 60 days.

H. TxDot Sidewalk Projects - The contractor has finally started working on these areas. They should be done by the November meeting.

I. Welcome Sign - Work is almost complete. The electricity has been hooked up. If all checks out we will train on usage of the digital part and be ready to go.

J. CDBG 2015-2016 Grant - This is to re-pave East Sixth and East Ninth Streets, a total of 3 blocks. Construction is complete. We had enough funds left in the grant added with budget funds to re-pave Pita Street from Highway 100 to Fifth Street. Construction is complete.

K. Henderson Road Project - Ambiotec is working on exhibits so I can utilize them to meet with each property owner to work out an agreement with them if possible.

L. City Hall Project - We continue to work on details of the building and each individual room.



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2392 A

**SCHEDULED**

**ACTION ITEM (ID # 2392)**

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**Financial Report A. Monthly 2. Year-to-Date**

Call with questions.

I recommend approval.

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

01 -GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-PROPERTY TAXES	1,248,924	108,811.76	108,811.76	0.00	1,140,112.24	8.71
30-NONPROPERTY TAXES	1,240,368	108,579.58	108,579.58	0.00	1,131,788.42	8.75
07-POLICE	549,220	34,251.66	34,251.66	0.00	514,968.34	6.24
10-HEALTH	10,750	430.00	430.00	0.00	10,320.00	4.00
12-GARBAGE	115,250	59,289.81	59,289.81	0.00	55,960.19	51.44
15-PARKS	46,000	9,150.00	9,150.00	0.00	36,850.00	19.89
16-LIBRARY	16,000	915.05	915.05	0.00	15,084.95	5.72
44-Misc Revenue	25,300	268.68	268.68	0.00	25,031.32	1.06
90-REIMBURSABLES	247,927	1,250.00	1,250.00	0.00	246,677.00	0.50
TOTAL REVENUES	3,499,739	322,946.54	322,946.54	0.00	3,176,792.46	9.23
<u>EXPENDITURE SUMMARY</u>						
02-ADMINISTRATION	414,808	21,980.94	21,980.94	944.15	391,882.91	5.53
03-MUNICIPAL COURT	180,489	8,053.00	8,053.00	0.00	172,436.00	4.46
04-TAX ASSESSOR COLLECTOR	26,644	983.79	983.79	0.00	25,660.21	3.69
06-ELECTIONS	10,000	0.00	0.00	0.00	10,000.00	0.00
07-POLICE	1,455,177	76,788.36	76,788.36	4,971.50	1,373,417.14	5.62
08-FIRE	102,450	22,166.04	22,166.04	0.00	80,283.96	21.64
09-ENGINEERING	95,000	500.00	500.00	0.00	94,500.00	0.53
10-HEALTH	119,975	3,773.83	3,773.83	1,837.40	114,363.77	4.68
11-EMERGENCY MEDICAL SERV	128,400	33,619.88	33,619.88	0.00	94,780.12	26.18
12-GARBAGE	5,100	0.00	0.00	0.00	5,100.00	0.00
13-STORM WATER	14,127	0.00	0.00	0.00	14,127.00	0.00
14-STREETS	348,017	29,820.75	29,820.75	813.38	317,382.87	8.80
15-PARKS	179,233	8,501.41	8,501.41	2,285.93	168,445.66	6.02
16-LIBRARY	169,466	7,661.99	7,661.99	5,657.54	156,146.47	7.86
17-COMMUNITY CENTER	12,109	604.87	604.87	0.00	11,504.13	5.00
18-EMERGENCY MANAGEMENT	45,000	15,726.40	15,726.40	0.00	29,273.60	34.95
19-ALL DEPARTMENT EXPENS	19,000	0.00	0.00	262.50	18,737.50	1.38
21-CITY PROMOTION	4,500	1,500.00	1,500.00	0.00	3,000.00	33.33
23-DSRIP-COMMUNITY HEALT	93,034	5,642.96	5,642.96	0.00	87,391.04	6.07
24-MENTAL TASK FORCE PRO	51,070	2,504.07	2,504.07	0.00	48,565.93	4.90
28-INFORMATION TECHNOLOG	26,140	500.23	500.23	0.00	25,639.77	1.91
TOTAL EXPENDITURES	3,499,739	240,328.52	240,328.52	16,772.40	3,242,638.08	7.35
REVENUE OVER/(UNDER) EXPENDITURES	0	82,618.02	82,618.02	(16,772.40)	(65,845.62)	0.00

CHECKLIST FOR				OCTOBER 2017
GENERAL FUND				
	VENDOR NAME	Inv.Date	Amount	Description
31638	HOMERO LARA PEREZ	09/29/17	VOID	VOIDED CHECK-LOST IN THE MAIL
31700	SUNTRUST EQUIP FINANCIAL	10/01/17	\$ 23,988.86	PAYMENT-TYMCO STREET SWEEPER
31701	CITY OF L.F. PAYROLL ACCT	10/05/17	\$ 56,215.31	DUE TO PAYROLL #27/1 10/6/17
31702	CYNTHIA VASQUEZ	10/13/17	\$ 50.00	RENTAL DEPOSIT REFUND-LF COMMUNITY PARK 10/1/17
31703	KENNETH ROSEVELT	10/13/17	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 10/11/17
31704	NORMA ESPINOZA	10/13/17	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 9/30/17
31705	ACCELA	10/01/17	\$ 331.80	AGENDA MONTHLY SUBSCRIPTION
31706	ALLIED WASTE SERVIES	09/30/17	\$ 42,803.35	RE:SOLID WASTE & BRUSH COLLECTION
31707	ARCHER BUSINESS	09/30/17	\$ 753.59	COPIER METER READING-CITY HALL/PD/COURT/HEALTH
31708	ARCHIVESOCIAL, INC	10/02/17	\$ 2,388.00	SOCIAL MEDIA ARCHIVING
31709	AT&T	09/17/17	\$ 1,226.50	PHONE SERVICE-CITY HALL/PD/COURT/POOL/LIBRARY/EMS
31710	CDW GOVERNMENT	09/27/17	\$ 2,774.03	COMPUTERS FOR LIBRARY
31711	CELINA GONZALES	VARIOUS	\$ 28.68	REIMBURSE MILES-LRGV ACTIVE PLAN/CWC CITY LEADER
31712	CHRISTINE DELA ROSA	VARIOUS	\$ 194.95	REIMB MILES-BOG PROMO/GLB DIABETES PREVENTION CL
31713	CINTAS CORPORATION NO 2	10/02/17	\$ 212.72	MEDICAL SUPPLIES-POLICE DEPT/CITY HALL/COMMUNITY C
31714	CITY OF LOS FRESNOS	09/20/17	\$ 504.47	UTILITIES-CITY HALL/B&G CLUB/PARKS/HYDRANTS/B&G CL
31715	CITY OF LOS FRESNOS	09/21/17	VOID	VOIDED CHECK-CONTINUED
31716	ERCOT	10/04/17	\$ 100.00	2018-MEMBERSHIP RENEWAL
31717	FUELMAN	09/24/17	\$ 659.95	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
31718	GENE DANIELS	10/01/17	\$ 1,850.00	OCT 2017-JUDGE/PHONE STIPEND
31719	GERONIMO SHELTON	10/01/17	\$ 461.00	OCT 2017-FIRE MARSHAL
31720	GEXA ENERGY	09/22/17	\$ 14,366.99	ELEC-STREETLIGHT/CH/PD/COURT/PARKS/LIBRARY/B&G CI
31721	GLOBAFONE	10/01/17	\$ 1,056.00	ANNUAL RENEWAL-IRIDIUM PHONE
31722	GRANT WRITING USA	10/03/17	\$ 247.50	GRANT WRITING CLASS-C.GONZALES- 11/30-12/1/17
31723	GREGORIO PINA III	09/26/17	\$ 705.00	PSYCHOLOGICAL EVALS-N.MACIAS/M.IBARRA/V.PASSAMEN
31724	KENDRA HOUSE	09/30/17	\$ 20.97	REIMB MILES-BOG PROMO-RUN WITH THE HEROES 5K
31725	LEADS ONLINE	10/01/17	\$ 1,308.00	ONLINE FAST FIND SERVICE RENEWAL
31726	LEXIS NEXIS	09/30/17	\$ 100.00	PEOPLE SEARCH PROGRAM
31727	LOS FRESNOS CHAMBER OF COM	10/01/17	\$ 1,500.00	FALL FESTIVAL SPONSOR-2017
31728	LF VOLUNTEER FIRE DEPT	09/30/17	\$ 21,307.00	4TH QTR PAYMENT/DONATIONS JULY/AUG/SEPT 2017
31729	LUIS RAMOS	09/30/17	\$ 3,177.50	SEPT 2017-CUSTOMER SERVICE INSPECTIONS
31730	MCDONALD'S	09/30/17	\$ 12.00	9/16-9/30/17-PRISONER MEALS
31731	NOVA HEALTHCARE	09/20/17	\$ 122.04	PRE EMPLOYMENT SCREEN-PASSAMENT
31732	OMNI BASE SERVICES	10/13/17	\$ 1,179.00	3RD QUARTER ACTIVITY-JULY/AUG/SEPT
31733	PETTY CASH	VARIOUS	\$ 155.41	FRUIT-CITY HALL EMPLOYEES/POSTAGE/VEHICLE INSPECT
31734	PRISCILLA RODRIGUEZ	09/30/17	\$ 79.93	REIMB MILES-BOG PROMO-RUN WITH THE HEROES 5K/PIN
31735	PURCHASE POWER	VARIOUS	\$ 560.74	AUG/SEPT 2017-POSTAGE-COURT/PD/LIBRARY/CODE/CITY
31736	R&R REMODELING	09/29/17	\$ 490.00	RE-GROUT BRICK AT LIBRARY
31737	RECORDS CONSULTANTS	09/28/17	\$ 700.00	ANNUAL FIXED ASSETS
31738	REGION STAFFING	VARIOUS	\$ 2,844.87	CONTRACT LABOR WEEKEND 9/24,10/1/17
31739	RIO GRANDE VALLEY	10/06/17	\$ 14,520.00	YEARLY COMMUNICATIONS CONTRACT-LFPD
31740	SILSBEE FORD	09/25/17	\$ 26,180.50	2016 FORD SEDAN-POLICE DEPT UNIT
31741	STATE COMPTROLLER	09/30/17	\$ 1,745.05	CHILD SAFETY/SEAT BELT FINES
31742	STATE COMPTROLLER	09/30/17	\$ 105,273.54	QUARTER ENDING 9/30/17
31743	SUSANA ESCOBEDO	09/21/17	\$ 18.40	REIMB MILES-READING OUTREACH
31744	TERMINIX	VARIOUS	\$ 76.00	PEST CONTROL-ANIMAL SHELTER/TRAINING CENTER
31745	THOMSON REUTERS	10/11/17	\$ 100.50	TX FINANCE CODE/TX LOCAL GOV CODE BOOKS
31746	TIPTON FORD	09/27/17	\$ 2,723.56	REPAIRS TO PARK VEHICLE-WRECKED
31747	TX MUNICIPAL COURT	10/01/17	\$ 36.00	1 YEAR SUBSCRIPTION RENEWAL
31748	TX STATE LIB & ARCHIVES	10/04/17	\$ 150.00	RIPL TRAINING-A.LUGO 10/29-11/1/17-ARLINGTON, TX
31749	CITY OF L.F. PAYROLL ACCT	10/19/17	\$ 66,142.81	DUE TO PAYROLL #2 10/20/17
31750	CAMERON COUNTY TAX ASSESOR	10/01/17	\$ 291.17	TAX-NATURE PARK ADDITION
31751	CITY OF LOS FRESNOS	09/20/17	\$ 1,287.77	UTILITIES-MEMORIAL PARK
31752	HOMERO LARA PEREZ	09/29/17	\$ 100.00	REISSUE-RENTAL DEPOSIT REFUND LF COMMUNITY CENTE
31753	DEREK CALLAWAY	10/27/17	\$ 10.00	OVER PAYMENT TICKET-E0008711
31754	DULCE GUAJARDO	10/27/17	\$ 100.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 10/14/17
31755	JAZMIN RODRIGUEZ	10/27/17	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL PARK 10/21/17
31756	JOSE TREVINO	10/27/17	\$ 50.00	RENTAL DEPOSIT REFUND-LF MEMORIAL



31757	LINDSEY Y BORREOG	10/27/17	\$ 1.00	OVER PAYMENT TICKET-E0004983
31758	MARCOS ESPINOSA	10/27/17	\$ 90.00	REFUND-BOG REGISTRATION-M.ESPINOSA/M.ROMO
31759	SERGIO SANCHEZ	10/27/17	\$ 50.00	RENTAL DEPOSIT REFUND-LF COMMUNITY CENTER 10/27/17
31760	AMSTERDAM PRINTING	10/16/17	\$ 101.50	2018-ATTENDANCE FOLDERS
31761	ANGIE LUGO	10/25/17	\$ 639.76	PER DIEM-MILEAGE-RIPL CLASS 10/29-11/1/17-ARLINGTON,
31762	ARCHER BUSINESS SYSTEMS	VARIOUS	\$ 78.40	COPIER METER READING-COURT
31763	AT&T MOBILITY	10/01/17	\$ 1,193.07	MOBILE PHONE SERVICE-CITY HALL/PD/COURT/COMM HEA
31764	CAMERON COUNTY CLERKS	10/27/17	\$ 3,000.00	BOND-CAUSE#2017MMAG060-E.GARZA
31765	CC DISTRIBUTORS	10/18/17	\$ 954.59	CLEANING SUPPLIES-CITY BUILDINGS
31766	CCID #6	10/05/17	\$ 600.00	MOWING-OLMO ST DRAIN DITCH/AGUA NEGRA RESACA
31767	CDC	10/27/17	\$ 28,627.35	TAX ALLOCATION END 10/10/17
31768	CHRISTINE DELA ROSA	VARIOUS	\$ 153.97	REIMBURSE MILES-BOG PROMOTION 10/13-10/22/17
31769	DATA MANAGEMENT	10/09/17	\$ 753.32	TIME CLOCK SOFTWARE MAINTENANCE
31770	DOUBLE TREE DFW ARLINGTON	10/25/17	\$ 388.29	HOTEL STAY-A.LUGO-RIPL TRAINING 10/30-10/31/17
31771	EDWARD'S PEST MANAGEMENT	10/05/17	\$ 119.96	PEST CONTROL-CITY HALL/PD/LIBRARY/ANIMAL SHELTER/
31772	ENRIQUE JUAREZ	10/27/17	\$ 2,187.50	OCT 2017-ATTORNEY FEES
31773	FIRESTONE BFS	10/20/17	\$ 234.72	2 NEW TIRES-C-31 PD UNIT
31774	FRED PRYOR	10/16/17	\$ 74.50	PAYROLL LAW SEMINAR-P.RODRIGUEZ 10/16/17-MCALLEN,
31775	FUELMAN	VARIOUS	\$ 2,237.05	FUEL FOR ENVIRONMENTAL/PD/STREET DEPT VEHICLES
31776	GEORGIA ARMS,INC	10/18/17	\$ 4,240.00	AMMUNITION FOR POLICE DEPT
31777	GULF COAST PAPER	10/19/17	\$ 552.75	CLEANING SUPPLIES-CITY BUILDINGS
31778	HANSON ENGINEERING	10/07/17	\$ 500.00	PLAN REVIEW-LF STANFORD PLAINS SUBDIVISION
31779	HECTOR'S MUFFLER	10/19/17	\$ 120.00	OXYGEN SENSOR-PD UNIT C-31
31780	HUGHES NETWORK	10/04/17	\$ 112.41	SATELLITE INTERNET-EOC
31781	INGRAM LIBRARY	09/30/17	\$ 24.90	LIBRARY BOOKS
31782	LOS FRESNOS CHAMBER OF COM	10/01/17	\$ 2,850.00	OCT 2017 SERVICE AGREEMENT
31783	LOS FRESNOS NEWS	VARIOUS	\$ 540.00	ADVERTISTING-4 ADS-HEALTH MATTER/HEALTH INS/9/11 M
31784	LOWER RGV DEVELOPMENT	10/01/17	\$ 2,911.00	FY 2018-SPECIAL CASH MATCH
31785	MANNY'S UNIFORM	09/30/17	\$ 427.50	DUTY BELTS/NAME PLATES-POLICE DEPT
31786	MARK MILUM	09/11/17	\$ 19.99	REIMBURSE-LFOEM.US DOMAIN
31787	MAX TORRES	10/27/17	\$ 291.00	CLEANING OF VEHICLES- PD/HEALTH DEPT/PARKS/STREET
31788	MIGUEL A HERNANDEZ	10/16/17	\$ 195.00	MOWING OF WEEDED LOTS IN VIOLATION OF CITY ORDINA
31789	NATIONAL CINEMEDIA	10/25/17	\$ 1,202.00	BOG COMMERCIAL-PLAYED AT VALLY MOVIE THEATERS
31790	O'REILLY AUTO	VARIOUS	\$ 104.50	SEPT 2017-SUPPLIES FOR MAINTENANCE
31791	OAK COINS	09/30/17	\$ 2,580.00	500 BOOTS ON GROUND MEDALS
31792	PEDERSON CONSTRUCTION	10/12/17	\$ 425.00	LOAD OF CALICHE-STREET REPAIRS DUE TO WATER LEAK
31793	PETTY CASH	VARIOUS	\$ 178.44	WALMART-FRUIT-CITY HALL EMPLOYEES/NAME BAR/PARTY
31794	PRISCILLA RODRIGUEZ	VARIOUS	\$ 85.22	REIMBURSE-MILES-BOG BOOTH SET UP-NAT GUARD/MARA
31795	PROFESSIONAL PRINTING	VARIOUS	\$ 450.00	BUSINESS/CASE CARDS-POLICE DEPT/WARNING LABEL-JU
31796	REGION STAFFING	VARIOUS	\$ 3,089.31	CONTRACT LABOR WEEKEND 10/8,10/15/17
31797	ROCHA INFRASTRUCTURE	09/28/17	\$ 1,000.00	FINAL GRADING OF LIMESTONE-SHOOTING RANGE
31798	ROSIE'S ALTERATIONS	10/18/17	\$ 52.00	ALTERATIONS FOR POLICE UNIFORMS-D.MARCHAN
31799	SMARTCOM TELEPHONE	VARIOUS	\$ 585.87	INTERNET SERVICE-CITY HALL/PD/COURT/LIB-PHONE SVC-I
31800	STAPLES	10/14/17	\$ 350.96	OFFICE SUPPLIES-ENVELOPES/HIGHLIGHTER/PAPER/GREE
31801	SUSANA ESCOBEDO	10/10/17	\$ 7.06	REIMBURSE MILES-READING OUTREACH PROGRAM
31802	TX MUNICIPAL LEAGUE	10/01/17	\$ 93,979.06	LIABILITY INSURANCE-WORKERS COMP
31803	XEROX FINANCIAL SERVICES	10/11/17	\$ 280.25	COPIER LEASE-LIBRARY
31804	ZARSKY LUMBER	09/30/17	\$ 403.47	SEPT. 2017-SUPPLIES FOR MAINTENANCE
		<b>TOTAL</b>	<b>\$ 562,574.13</b>	

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

05 - UTILITY FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUES	2,368,400	255,645.72	255,645.72	0.00	2,112,754.28	10.79
TOTAL REVENUES	2,368,400	255,645.72	255,645.72	0.00	2,112,754.28	10.79
<u>EXPENDITURE SUMMARY</u>						
02-WATER ADMINISTRATION	500,857	29,403.68	29,403.68	317.29	471,136.03	5.93
05-INFORMATION TECHNOLOG	13,070	250.11	250.11	0.00	12,819.89	1.91
26-WATER SUPPLIES	106,900	4,450.16	4,450.16	11,002.13	91,447.71	14.45
27-MAINTENANCE OF WATER S	11,500	137.02	137.02	0.00	11,362.98	1.19
28-MAINTENANCE OF WATER E	50,464	1,094.56	1,094.56	9,250.56	40,118.88	20.50
29-WATER PURCHASES	43,562	0.00	0.00	0.00	43,562.00	0.00
30-WATER MISCELLANEOUS EX	415,174	106,786.93	106,786.93	0.00	308,387.07	25.72
20-CAPITAL OUTLAY	65,651	0.00	0.00	2,259.46	63,391.54	3.44
32-WATER BONDED INDEBTEDN	94,662	51,290.00	51,290.00	0.00	43,372.00	54.18
34-SEWER ADMINISTRATION	599,182	27,989.60	27,989.60	292.28	570,900.12	4.72
35-INFORMATION TECHNOLOG	13,070	250.11	250.11	0.00	12,819.89	1.91
36-SEWER SUPPLIES	74,250	5,119.85	5,119.85	443.37	68,686.78	7.49
37-MAINTENANCE OF SEWER S	9,050	66.39	66.39	96.00	8,887.61	1.79
38-MAINTENANCE OF SEWER E	82,950	4,895.00	4,895.00	278.75	77,776.25	6.24
39-SEWER MISC. EXPENSES	524,500	376.66	376.66	0.00	524,123.34	0.07
41-SEWER BONDED INDEBTEDN	59,799	0.00	0.00	0.00	59,799.00	0.00
52-TRANSFER OUT	429,999	0.00	0.00	0.00	429,999.00	0.00
TOTAL EXPENDITURES	3,094,640	232,110.07	232,110.07	23,939.84	2,838,590.09	8.27
REVENUE OVER/(UNDER) EXPENDITURES	( 726,240)	23,535.65	23,535.65	( 23,939.84)	( 725,835.81)	0.06



CHECKLIST FOR WATER & SEWER				OCTOBER 2017
CK #	VENDOR NAME	Inv.Date	Amount	Description
147158	CITY OF L.F. PAYROLL ACCT	10/05/17	\$ 34,297.68	DUE TO PAYROLL #27/1 10/06/17
147159	AGUAWORKS	VARIOUS	\$ 374.54	4" PVC BUSHINGS LS#21/SUPPLIES FOR LIFT STATIONS
147160	ANA-LAB	10/06/17	\$ 35.00	TCEQ-LT2 SURFACE WATER TESTING
147161	AT&T	09/17/17	\$ 72.59	PHONE SERVICE-WATER/SEWER
147162	CDW GOVERNMENT	09/27/17	\$ 2,768.42	COMPUTERS FOR LIBRARY
147163	CINTAS CORPORATION	VARIOUS	\$ 901.72	CLEANING-W/S UNIFORMS
147164	CINTAS CORPORATION NO.2	10/02/17	\$ 107.03	MEDICAL SUPPLIES-PUBLIC WORKS
147165	CITY OF LOS FRESNOS	09/20/17	\$ 150.73	UTILITES-WATER/SEWER/GARBAGE-SEWER PLANT/LIFT STATION
147166	FUELMAN	09/24/17	\$ 381.04	FUEL FOR WATER/SEWER VEHICLES
147167	GEXA ENERGY	09/22/17	\$ 12,676.00	ELECTRICITY-WATER/SEWER DEPT
147168	GRANT WRITING USA	10/03/17	\$ 247.50	GRANT WRITING CLASS-C.GONZALES- 11/30-12/1/17
147169	HUTHER AND ASSOCIATES	09/20/17	\$ 1,200.00	BIOMONITORING TEST-WWTP 3RD QTR 2017
147170	INTEGRITY TESTING	09/29/17	\$ 776.00	SEPTEMBER 2017-SEWER TESTING
147171	LOWER COLORADO RIVER AUTH	09/29/17	\$ 700.00	LEAD AND COPPER TESTING-WTP
147172	LUIS MASCORRO	VARIOUS	\$ 948.00	REPAIR CONTROL PANEL-LS#15/LS#17/N.ARROYO LS-INSTALL NEV
147173	NEW CORE	09/30/17	\$ 3,399.60	20/25 HP SEVER MOTOR/15 HP VERTICAL MOTOR
147174	PRAXAIR	09/23/17	\$ 207.83	CHEMICAL CYLINDER RENTAL
147175	PURCHASE POWER	VARIOUS	\$ 11.00	AUG/SEPT 2017-POSTAGE
147176	REGION STAFFING	VARIOUS	\$ 1,884.80	CONTRACT LABOR WEEKENDING 9/24,10/1/17
147177	RIO GRANDE REGIONAL WATER AUTH	10/01/17	\$ 101.99	2018-ANNUAL ASSESSMENT
147178	SOUTHMOST REGIONAL	10/01/17	\$ 157,700.27	ASSESSMENT OF FY 2018
147179	TERMINIX	09/21/17	\$ 38.00	PEST CONTROL-SERVICE CENTER
147180	THOMSON REUTERS	10/11/17	\$ 100.50	TX FINANCE CODE/TX LOCAL GOV CODE BOOKS
147181	USA BLUEBOOK	09/28/17	\$ 3,178.33	WATER PLANT DISTRIBUTION 8" FLOW METER
147182	WEF	10/03/17	\$ 190.00	WEF MEMBERSHIP DUES
147183	US POSTMASTER	10/16/17	\$ 180.20	POSTAGE-LATE NOTICE WATER BILLS
147184	CITY OF L.F. PAYROLL ACCT	10/19/17	\$ 34,551.02	DUE TO PAYROLL #2 10/20/17
CHECKS 147185-147186				UTILITY DEPOSIT REFUND CHECKS
147187	US POSTMASTER	10/26/17	\$ 531.36	POSTAGE-FIRST NOTICE WATER BILLS
147188	A&M AUTOMOTIVE	10/06/17	\$ 7.00	STATE INSPECTION WS-071
147189	AGUAWORKS PIPE & SUPPLY	10/12/17	\$ 66.39	LEGION TRAIL LIFT STATION REPAIR SUPPLIES
147190	AMCHEM INC	10/16/17	\$ 960.00	CALCIUM HYPOCHLORITE-WTP/WWTP CHEMICALS
147191	AMSTERDAM PRINTING	10/16/17	\$ 101.50	2018 ATTENDANCE FOLDERS
147192	ANA-LAB	VARIOUS	\$ 134.00	WATER TESTING FOR OCT 2017/TCEQ LT2 SURFACE WATER TEST
147193	AT&T MOBILITY	10/01/17	\$ 275.17	MOBILE PHONE SERVICE
147194	CAMERON COUNTY TAX	10/25/17	\$ 7.50	LICENSE RENEWAL FOR WS-071
147195	CCID #6	09/30/17	\$ 3,984.77	SEPT 2017-RAW WATER
147196	CINTAS CORPORATION	VARIOUS	\$ 901.72	CLEANING OF W/S UNIFORMS
147197	COMPUTER SUPPLIES	09/30/17	\$ 980.26	UTILITY BILLS/DISCONNECT NOTICES
147198	DATA MANAGEMENT	10/09/17	\$ 753.32	TIME CLOCK SOFTWARE MAINTENANCE
147199	DEPT OF STATE HEALTH SERVICE	10/02/17	\$ 52.92	6- WATER SAMPLES
147200	DPC INDUSTRIES	10/17/17	\$ 6,103.86	CHLORINE GAS/SULFUR DIOXIDE-WTP/WWTP
147201	EAST RIO HONDO WATER	VARIOUS	\$ 274.40	WATER SERVICE-EDAP LIFT STATIONS
147202	EDWARD'S PEST CONTROL	10/05/17	\$ 29.99	PEST CONTROL-SERVICE CENTER
147203	ENRIQUE JUAREZ	10/27/17	\$ 1,500.00	ATTORNEY FEES-ERH
147204	FRED PRYOR SEMINARS	10/16/17	\$ 74.50	PAYROLL LAW SEMINAR-P.RODRIGUEZ 10/16/17-MCALLEEN, TX
147205	FUELMAN	VARIOUS	\$ 1,221.64	FUEL FOR WATER/SEWER VEHICLES
147206	IMPERIAL ELECTRIC	10/13/17	\$ 1,580.00	5 HP DISCHARGE PUMP-LS#12
147207	LUIS MASCORRO	VARIOUS	\$ 669.00	REPAIR-PUMP CONTROL-LS#12/REPAIR SHUT OFF SYSTEM-STOR
147208	MAGIC VALLEY ELECTRIC	10/15/17	\$ 64.99	ELECTRICITY-LIFTSTATION-CACTUS RD
147209	MAX TORRES	10/27/17	\$ 142.00	CLEANING OF W/S VEHICLES
147210	NEW CORE	VARIOUS	\$ 2,345.00	SEWAGE PUMP REPAIRS LS#12/LS#21
147211	O'REILLY AUTO	VARIOUS	\$ 140.88	SEPT 2017-SUPPLIES FOR MAINTENANCE
147212	OFFICE DEPOT	VARIOUS	\$ 788.81	OFFICE SUPPLIES-DATA BINDERS/TONER/CHAIR/POST ITS
147213	PRISCILLA RODRIGUEZ	10/25/17	\$ 27.82	REIMBURSE MILEAGE-PAYROLL LAW SEMINAR 10/16/17
147214	PROFESSIONAL PRINTING	10/20/17	\$ 400.00	DOOR HANGERS/WATER SERVICE APPLICATION CARDS
147215	REGION STAFFING	VARIOUS	\$ 1,855.35	CONTRACT LABOR WEEK ENDING 10/8,10/15/17
147216	SMARTCOM TELEPHONE	10/08/17	\$ 141.64	INTERNET SERVICE-WATER/SEWER DEPTS
147217	STAPLES	10/14/17	\$ 350.96	OFFICE SUPPLIES-ENVELOPES/HIGHLIGHTER/PAPER/GREENBAR/
147218	TX MUNICIPAL LEAGUE	10/01/17	\$ 15,523.20	INSURANCE CONTRACT NO 9640
147219	TX STATE TECHNICAL COLLEGE	10/26/17	\$ 50.00	WATER TESTING FEES-R.GARCIA/D.PERALES
147220	USA BLUEBOOK	10/18/17	\$ 1,027.43	CHEMICAL METERING PUMP/ALGAE BRUSHES/METERING PUMP RI
147221	ZARSKY LUMBER	09/30/17	\$ 585.37	SEPT 2017-SUPPLIES FOR MAINTENANCE
CHECKS 1471222-147232				UTILITY DEPOSIT REFUND CHECKS
TOTAL			\$ 300,832.54	



	<b>UTILITY DEPOSIT REFUND CHECKS</b>			
147185	ATHERTON, DEBRA	10/26/17	\$ 14.88	ACCT #01-03320-01 UTILITY DEPOSIT REFUND-REISSUE EXPIRED C
147186	VALDEZ, SANTIAGO JR	10/26/17	\$ 89.72	ACCT #03-20333-01 UTILITY DEPOSIT REFUND-REISSUE EXPIRED C
		<b>TOTAL</b>	<b>\$ 104.60</b>	
	<b>UTILITY DEPOSIT REFUND CHECKS</b>			
147222	GOMEZ BUILDING DESIGNS	10/27/17	\$ 12.37	ACCT #01-24980-00 UTILITY DEPOSIT REFUND
147223	INTERDIAMOND BUILDERS, LLC	10/27/17	\$ 7.10	ACCT #01-25001-00 UTILITY DEPOSIT REFUND
147224	CHAPA, MARIA IRENE	10/27/17	\$ 18.06	ACCT #02-03300-01 UTILITY DEPOSIT REFUND
147225	LOPEZ, ALICIA	10/27/17	\$ 108.67	ACCT #02-21509-01 UTILITY DEPOSIT REFUND
147226	INTERDIAMOND BUILDERS, LLC	10/27/17	\$ 63.31	ACCT #02-22009-00 UTILITY DEPOSIT REFUND
147227	HOPES & DREAMS COLLECTIBLE	10/27/17	\$ 45.31	ACCT #03-05180-01 UTILITY DEPOSIT REFUND
147228	SANCHEZ, OLGA	10/27/17	\$ 23.13	ACCT #03-06124-10 UTILITY DEPOSIT REFUND
147229	PHILIP, SUNNY K	10/27/17	\$ 103.68	ACCT #03-20242-08 UTILITY DEPOSIT REFUND
147230	ST HUBERT, ILEANA & MERVENS	10/27/17	\$ 107.42	ACCT #03-20348-02 UTILITY DEPOSIT REFUND
147231	LEDEZMA, PERLA	10/27/17	\$ 2.77	ACCT #03-25499-09 UTILITY DEPOSIT REFUND
147232	BECERRA, TIFFANY	10/27/17	\$ 10.65	ACCT #03-32072-04 UTILITY DEPOSIT REFUND
		<b>TOTAL</b>	<b>\$ 502.47</b>	

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

09 -COMMUNITY DEVELOPMENT COR  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
52-CDC DISBURSEMENTS	<u>310,733</u>	<u>28,627.35</u>	<u>28,627.35</u>	<u>0.00</u>	<u>282,105.65</u>	<u>9.21</u>
TOTAL REVENUES	<u>310,733</u>	<u>28,627.35</u>	<u>28,627.35</u>	<u>0.00</u>	<u>282,105.65</u>	<u>9.21</u>
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
52-CDC DISBURSEMENTS	<u>310,733</u>	<u>3,194.87</u>	<u>3,194.87</u>	<u>240.00</u>	<u>307,298.13</u>	<u>1.11</u>
TOTAL EXPENDITURES	<u>310,733</u>	<u>3,194.87</u>	<u>3,194.87</u>	<u>240.00</u>	<u>307,298.13</u>	<u>1.11</u>
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	<u>0</u>	<u>25,432.48</u>	<u>25,432.48</u>	<u>( 240.00)</u>	<u>( 25,192.48)</u>	<u>0.00</u>
	=====	=====	=====	=====	=====	=====

[illegible]



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2393 A

**SCHEDULED**

**ACTION ITEM (ID # 2393)**

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**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 October 2017**

**Water Treatment Plant**

**Total Output: 15,328,070**

**Daily Average: 494,454**

**% of Capacity: 49.4%**

**Waste Water Treatment Plant**

**Total Output: 16,678,000**

**Daily Average: 538,000**

**% of Capacity: 53.8%**

**CITY OF LOS FRESNOS**  
**PUBLIC WORKS DEPARTMENT**  
**MONTHLY REPORT**  
**OCTOBER 2017**

<b>CALLS FOR SERVICE</b>	<b>MONTH TOTAL</b>	<b>YEAR TO DATE</b>
Service Connects/Disconnects	254	1058
Rereads/Meter Info	46	480
Water Taps	1	21
Sewer Taps	1	1
Change Meter	8	47
Service Check for Water Leak at Account	6	175
Repaired Leak	1	184
Call for Sewer Stoppage	7	82
City Sewer Lines Unstopped	5	49
Code Enforcement/Other	36	614
Pothole Repairs	50	308
Street Repairs	0	1
Street Sign Replacement/Repaired	0	14
Asphalt Used (ton)	1.25	18.15
Gravel Used (ton)	1	28
Fire Hydrants Flushed and Oiled	6	64
Fire Hydrants Repaired	0	0
Valves Repaired	0	0
Manholes Cleaned/Repaired	6	43

  
**Carlos Salazar, Director of Public Works**

Attachment: October public works report (2393 : Public Works Report)



CITY OF LOS FRESNOS  
BUILDING PERMITS ISSUED

	BUILDING PERMITS			PLUMBING PERMITS			ELECTRICAL PERMITS			MECHANICAL PERMITS			MOVING PERMITS			MONTH & YEAR		October, 2017
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	VALUATION	YEAR TO DATE	VALUATION
SINGLE FAMILY	6	30	2	19	5	23	1	11		4						\$663,000.00		\$2,186,952.00
DUPLEXES/APARTMENTS																		
PUD DEVELOPMENT		1		1														\$600,000.00
Emergency Services Complex		1		1		1												\$1,200,000.00
HOTEL/MOTEL / BANK																		
OFFICES/ STORAGE	3	4	1	2												\$101,500.00		\$401,500.00
DOCTOR OFFICE																		
STORES/RESTAURANTS	1	1			1	2										\$150,000.00		\$150,000.00
SIGNS		7																\$24,980.00
CHURCHES/OTHER BUILDINGS																		
FENCE/DRIVEWAY/REROOF	4	46														\$14,425.00		\$123,718.32
SWIMMING POOLS		1		1		1												\$43,540.00
RESIDENTIAL ADD/REMODEL		34		7		11				2								\$302,358.00
APARTMENT REMODEL																		
COMMERCIAL ADD/REMODEL		5		3		3												\$109,200.00
STORAGE/GARAGES/CARPORTS		16				1												\$29,329.00
FireWork Stands		8																\$2,400.00
TOTALS	14	154	3	34	6	42	1	14	0	4						\$928,925.00		\$5,173,977.32

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

Date	Tuesdays at Memorial Park
10/03/17	21
10/10/17	20
10/17/17	23
10/24/17	17
10/31/17	16
<b>Totals</b>	<b>97</b>

Date	Thursdays at Community Park
10/05/17	27
10/12/17	21
10/19/17	19
10/26/17	20
<b>Totals</b>	<b>87</b>

Date	Saturdays at City Hall
10/07/17	14
10/14/17	15
10/21/17	18
10/28/17	22
<b>Totals</b>	<b>69</b>

<b>Total attendance for the Month of October</b>	<b>253</b>
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**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2394 A

**SCHEDULED**

**ACTION ITEM (ID # 2394)**

---

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

Call with questions.

I recommend approval.



# LOS FRESNOS POLICE DEPARTMENT

## Arrests - By Violation

10\01\2017  
thru 10\31\2017

Violation	# of Offenses
BURGLARY HABITATION INTEND OTHER FELONY	1
CHILD IN NEED OF SUPERVISION RUNAWAY	2
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED 2ND	3
DRIVING WHILE INTOXICATED 3RD OR MORE	1
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1
EVADING ARREST DETENTION	2
EXECUTION OF CAPIAS OR ARREST WARRANT	14
FAIL TO GIVE INFORMATION/RENDER AID	1
HOLD FOR CUSTOMS	5
MISAPP FIDUC/FINAN PROP >=\$1,500<\$20K	2
NO DRIVER'S LICENSE	3
POSS CS PG 1 >=4G<200G	1
POSS MARIJ <=2 OZ DRUG FREE ZONE	1
POSSESSION OF DRUG PARAPHERNALIA	3
PROH WEAPON SWITCHBLADE/KNUCKLES	1
PUBLIC INTOXICATION	4
RESIST ARREST SEARCH OR TRANSPORT	1
THEFT	5
THEFT PROP>=\$1,500<\$20K 23a	2
<b>Total Violations</b>	<b>57</b>
<b>Total Arrests</b>	<b>50</b>

Attachment: October police report (2394 : Police Department Report)

# LOS FRESNOS POLICE DEPARTMENT

## Incidents - By Violation

10\01\2017  
thru 10\31\2017

Violation	Incidents
ABANDONED VEHICLES	3
ACCIDENT INVOLVING DAMAGE TO VEHICLE >=\$200	2
AGG SEXUAL ASSAULT OF ELDERLY/DISABLED PERSON 11a	1
ALARMS	21
ANIMAL CONTROL	24
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE 13a	1
BACKED UPON SHOULDER(OR ROADWAY) OF CONTROLLED ACCESS HIGHWAY / ILLEGAL BACKING	1
BURGLARY HABITATION INTEND OTHER FELONY	1
BURGLARY OF HABITATION	1
BURGLARY OF VEHICLE 23f	2
BURGLARY OF VEHICLE 23g	4
CHILD IN NEED OF SUPERVISION RUNAWAY	2
CITY ORD VIOLATION	2
CREDIT CARD OR DEBIT CARD ABUSE	1
CRIMINAL MISCHIEF >=\$50<\$500	1
CRIMINAL MISCHIEF/CLASS C	1
DEMOLITION AND REMOVAL OF BUILDING	3
DEPOSITED GLASS/OTHER DEBRIS ON HIGHWAY	1
DOG AT LARGE	12
DRIVING WHILE INTOXICATED	3
DRIVING WHILE INTOXICATED 2ND	2
DRIVING WHILE INTOXICATED 3RD OR MORE	1
DRIVING WHILE INTOXICATED BAC >= 0.15	1
DUTY ON STRIKING UNATTENDED VEHICLE	1
EVADING ARREST DETENTION	2
EXECUTION OF CAPIAS OR ARREST WARRANT	16
FORGERY - TO DEFRAUD OR HARM OF ANOTHER	1
FORGERY GOVT/NATIONAL INST/MONEY/SECURITY	1
FRAUD USE/POSS IDENTIFYING INFO # ITEMS < 5	3
GARAGE SALES	1
GRAFFITI OFFENSE	4
HARASSMENT	2
ILLEGAL DUMPING >5 LBS < 500 LBS	2
ISSUANCE OF BAD CHECK	1
LOUD NOISE	5
NO DRIVER'S LICENSE	2
PERMIT OF FOOD SERVICE ESTABLISHMENT	5
POSS CS PG 1 >=4G<200G	1
POSSESSION OF DRUG PARAPHERNALIA	2
PROH WEAPON SWITCHBLADE/KNUCKLES	1
PUBLIC INTOXICATION	3
RESIST ARREST SEARCH OR TRANSPORT	1
SEMI TRUCK ROUTE	3
TERRORISTIC THREAT 13a	1
TERRORISTIC THREAT 13b	1
THEFT	17
WATER AND SEWER SERVICES	1
WEEDED OR RUBBISH LOT	33

Attachment: October police report (2394 : Police Department Report)

Violation	Incidents
Total Violations	201
Total Incidents	192



# LOS FRESNOS POLICE DEPARTMENT

## Accident - By Street & Intersection

10\01\2017  
thru 10\31\2017

Street & Intersection	Accidents	Fatalities	Vehicles	Injured
10TH & ARROYO	1	0	2	0
ARROYO	1	0	2	1
ARROYO & ALVAREZ	2	0	4	0
ARROYO & ARROYO	2	0	2	1
ARROYO & OCEAN	1	0	2	0
ARROYO & WHIPPLE	1	0	2	0
FM 1575 & HARVEY ESCALANTE	1	0	2	0
FM 1575 & HWY 100	1	0	2	0
FM 803 & OCEAN	1	0	0	0
OCEAN & ARROYO	1	0	2	0
OCEAN & EVERGREEN	2	0	4	0
OCEAN & FM 1575	1	0	0	0
OCEAN & FM 803	1	0	2	0
OCEAN & OCEAN	2	0	4	0
OCEAN & OLMO	3	0	3	0
OCEAN & ORIVE	1	0	3	0
OCEAN & PALMA	1	0	2	0
OCEAN & VILLA DEL SUR	2	0	2	0
OLEANDER & OCEAN	1	0	2	0
VALLE ALTO & BOUGAINVILLEA	1	0	2	0
<b>Total</b>	<b>27</b>	<b>0</b>	<b>44</b>	<b>2</b>

Attachment: October police report (2394 : Police Department Report)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2395 A

**SCHEDULED**

**ACTION ITEM (ID # 2395)**

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**Municipal Court Report 1. Monthly Report**

Call with questions.

I recommend approval.

# OFFICIAL MUNICIPAL COURT MONTHLY REPORT

<b>MUNICIPAL COURT OF</b> <u>Los Fresnos.</u> <b>FOR MONTH</b> <u>October</u> <b>YEAR</b> <u>2017</u>	TRAFFIC		NON-TRAFFIC MISDEMEANORS	
	NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month	524		20	3
2. Dispositions Prior to Trial:				
A. Bond Forfeitures				
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>				
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>				
3. Dispositions at Trial:				
A. Trial by Judge (1) Finding of Guilty	168		7	0
(2) Finding of Not Guilty				
B. Trial by Jury (1) Finding of Guilty				
(2) Finding of Not Guilty				
C. Dismissed at Trial	36		1	
4. Cases Dismissed:				
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>	74			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>	14			
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>	6			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>	11			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>	6			
6. Cases Appealed				
7. Juvenile / Minor Activity:				
A. Transportation Code Cases Filed	3			
B. Non-Driving Alcoholic Beverage Code Cases Filed	3			
C. Driving Under the Influence of Alcohol Cases Filed				
D. Health & Safety Code (Tobacco) Cases Filed	2			
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>				
F. Education Code (Except Failure to Attend) Cases Filed				
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>				
H. All Other Non-Traffic Fine-Only Cases Filed	3			
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>				
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>				
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>				
Magistrate Warnings Given (Juvenile):				
L. Warnings Administered				
M. Statements Certified				
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>				
9. Safety Responsibility and Driver's License Suspension Hearings Held				
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>				
11. Arrest Warrants Issued:				
A. Class C Misdemeanors Only				
B. Felonies and Class A and B Misdemeanors Only				
12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>				
A. Class A and B Misdemeanors Only				13
B. Felonies				7
13. Emergency Mental Health Hearings Held				
14. Magistrate's Orders for Emergency Protection				
15. Total Revenue			\$ 63,266.96.	
<i>(Include all revenue collected during month to be remitted to city or state)</i>				

Attachment: October municipal court report (2395 : Municipal Court Report)



Report Only

Distribution That has Been Deposited

From 10/01/2017 to 10/31/2017

Citation No. Docket No. Violator

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

Code	---	Payments	---	Refunds	---	Net	---	G/L Acct No.
CCC04	373	13,356.10	10	256.00-		13,100.10	01	2512
FINE	356	21,100.05	6	303.90-		20,796.15	01	407-0240
TFC	291	873.00	2	6.00-		867.00	01	407-0240
AR	345	1,720.00	5	23.00-		1,697.00	01	407-0240
TECH	357	1,366.00	6	16.00-		1,350.00	01	407-0241
STF	303	8,413.50	2	44.00-		8,369.50	01	2512
MCBS	339	1,010.00	3	9.00-		1,001.00	01	407-0270
SJRF	339	1,347.10	3	12.00-		1,335.10	01	2512
JFCT2	336	1,797.00	3	16.20-		1,780.80	01	2512
JFCI	340	204.00	3	1.80-		202.20	01	407-0240
IDF	336	671.00	3	6.00-		665.00	01	2512
TPF	310	617.00	3	6.00-		611.00	01	2512
WRNTFE	87	3,913.00	2	50.00-		3,863.00	01	407-0240
TLFTA1	84	1,653.20	1	20.00-		1,633.20	01	2512
TLFTA2	85	498.00	1	6.00-		492.00	01	2517
TLFTA3	86	336.31	1	4.00-		332.31	01	407-0240
COLAGY	48	3,007.27	0	0.00		3,007.27	01	2513
CJFS	251	22.59	1	0.09-		22.50	01	2512
CJFC	251	2.51	1	0.01-		2.50	01	407-0240
TXSBLT	2	71.00	0	0.00		71.00	01	2515
TP-L	96	829.00	3	25.00-		804.00	01	407-0240
TP-S	93	1,024.40	2	25.00-		999.40	01	2512
TP-L-J	79	193.80	2	5.00-		188.80	01	407-0260
CVC	11	158.00	0	0.00		158.00	01	2512
CJP	4	20.00	0	0.00		20.00	01	2512
LEOA	4	4.00	0	0.00		4.00	01	2512
LEOCE	4	8.00	0	0.00		8.00	01	2512
GR	3	7.50	0	0.00		7.50	01	2512
LEMI	3	1.50	0	0.00		1.50	01	2512
JCPT	7	7.00	0	0.00		7.00	01	2512
coll MSB	7	63.00	0	0.00		63.00	01	2513
CCC	7	115.00	0	0.00		115.00	01	2512
FA	6	30.00	0	0.00		30.00	01	2512
JCD	4	1.00	0	0.00		1.00	01	2512
JCPT2	4	7.70	0	0.00		7.70	01	2512
JCD2	2	1.00	0	0.00		1.00	01	2512
CMI	2	1.00	0	0.00		1.00	01	2512
JFCT	5	17.00	0	0.00		17.00	01	2512
JDCS2	20	378.60	0	0.00		378.60	01	407-0280
SPEX	22	1,709.80	0	0.00		1,709.80	01	407-0290
OP	2	11.00	2	11.00-		0.00	01	2516
DSC	37	366.30	0	0.00		366.30	01	407-0240
AF2	10	180.00	0	0.00		180.00	01	407-0240
AF	3	30.00	0	0.00		30.00	01	407-0240
ACC	2	40.00	0	0.00		40.00	01	407-0240

Total: 5354 67,183.23 65 846.00- 66,337.23

Cash Payments....+ \$64,629.13

Bond Forfeited....+ \$0.00

city 30700.0  
 court tech 1350.  
 Blog sec. 1001.  
 judge ed. 188.80  
 omni. 492  
 coll. agency 3070.0  
 child 378.60  
 op. 0  
 state. 29156.0

Attachment: October municipal court report (2395 : Municipal Court Report)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2396 A

**SCHEDULED**

**ACTION ITEM (ID # 2396)**

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**Library Report 1. Monthly Report**

Call with questions.

I recommend approval.



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

**Number of Patron Checking Out Materials**

Adult	808
Children	151
Teens	9



**Material Types Checked Out**

Adult Books	264
Children Books	158
Young Adult Books	248
Videos	251
Audios	2
Other Language Books	32
Hotspots	29
Laptops	4



**Items Downloaded**

eBooks	81
eAudiobooks	4



**Patron Access Computer Use**

Total Sessions	558
Total Time	304 hours
Guest Passes	142



**Free WiFi Access Use**

Total Sessions	955 Library WiFi
Total Time	2,725 hours
Total Sessions	338 Park WiFi
Total Time	985 hours



**What Happened In the Library**

Hours Open	168 hours
Visits	3,800
Children Program Attendance	155
Volunteer Hours	253
New Cards Issued	32
Cards Renewed	84
New Books Added	39
New eBooks Added	162
New Videos Added	20
Hotspots Added	0
Books Weeded	1
Videos Weeded	0
Reference Questions	525
Assists in Computer Lab	425
Patron Copies	2,358
Patron Faxes sent	104
Patron Printouts	1,416
Library Staff Copies	1,229
Replacement Cards	22





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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2397 A

**SCHEDULED**

**ACTION ITEM (ID # 2397)**

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**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 October 2017

### FIRES

	INSIDE CITY	OUTSIDE CITY
Business Structures	<u>1 School</u>	<u>1 JES</u>
Dwellings	<u>          </u>	<u>          </u>
Mobile Homes	<u>          </u>	<u>          </u>
Grass	<u>1</u>	<u>1</u>
Refuse	<u>          </u>	<u>1</u>
Institutional	<u>          </u>	<u>          </u>
Motor Vehicles	<u>          </u>	<u>1</u>
Rescue Calls	<u>4</u>	<u>4</u>
Incendiary or Suspicious Fires	<u>          </u>	<u>          </u>
Other Calls	<u>2</u>	<u>5</u>
<b>TOTAL ALARMS</b>	<u>          </u>	<u>21</u>

### MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesses	<u>          </u>	Institutions	<u>7</u>
Industrial Structures	<u>          </u>	Homes	<u>          </u>
Public Buildings	<u>          </u>	Apartments	<u>          </u>
Hotels/Motels	<u>          </u>		
<b>TOTAL INSPECTIONS</b>	<u>          </u>		

SCHOOL, HOSPITAL AND NURSING HOME FIRE DRILLS SUPERVISED:           

LECTURES-PRESENTATIONS MADE/FILMS: SHOWN 14 TOTAL AUDIENCE 3036

FIRES INVESTIGATED: (ACCIDENTAL) 1 (INCENDIARY)           

FIRE MARSHAL, CITY OF LOS FRESNOS

Attachment: October fire marshal report (2397 : Fire Marshal's Report)

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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Closed Session  
Prepared By: Pam Denny

**SCHEDULED**

Initiator: Pam Denny  
Sponsors:

**ACTION ITEM (ID # 2405)**

DOC ID: 2405

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**Closed Session - Deliberation pursuant to Section 551.074,  
Title 5 of the Texas Government Code, the Texas Open  
Meetings Act, regarding the appointment, employment,  
evaluation, reassignment, duties, discipline, or dismissal of  
City Manager, Finance Director, Public Works Director,  
Librarian, Chief of Police or City Secretary.**



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

Meeting: 11/14/17 06:00 PM  
Department: City Secretary  
Category: Open Session  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:  
DOC ID: 2406

**SCHEDULED**

**ACTION ITEM (ID # 2406)**

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**Open Session - Deliberation and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Manager, Finance Director, Public Works Director, Librarian, Chief of Police or City Secretary.**