Regular Meeting

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

~ Agenda ~

Tuesday, December 12, 2023

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, DECEMBER 12, 2023 AT 6:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

I. AGENDA

- A. Call meeting to order
- B. Invocation and Pledge of Allegiance
- C. Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting you have a limit of 5 minutes to speak.
- D. Presentation
 - 1. Presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDV21-0095.
- E. Consent Agenda (All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)
 - 1. Consideration and ACTION to approve the minutes from meetings on November 17, 2023 & November 21, 2023.
 - 2. Consideration and ACTION to approve the first reading of an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Los Fresnos, TEXAS; authorizing the City Secretary to distribute such plans; containing various provisions related to the foregoing subject.
 - 3. Consideration and ACTION to approve an Inter-local agreement between the Zone, the City of Los Fresnos, and Cameron County for County's participation in the zone.
 - 4. Consideration and ACTION to approve a Service Agreement with The University of Texas Health Science Center.
 - 5. Consideration and ACTION to approve a resolution adopting required CDBG Civil Rights policies.

- 6. Consideration and ACTION to approve a resolution authorizing signatories for GLO Resilient Communities Program grant CDBG-MIT 23-160-015-E338.
- 7. Consideration and ACTION to approve a Proclamation declaring April as Fair Housing Month in the City of Los Fresnos.
- 8. Consideration and ACTION to approve the first reading of an ordinance granting to AEP Texas INC., its successors and assigns, a non-exclusive franchise to construct, maintain, and operate lines and appurtenances and appliances for conducting electricity in, over, under, and through the streets, avenues, alleys, and public places of the City of Los Fresnos, Texas.
- 9. Consideration and ACTION to approve the first reading of an ordinance granting to ONE Gas, INC., acting by and through its Texas Gas Service Company division, and its successors and assigns, for a period of twenty five (25) years from approval and acceptance of this ordinance, a nonexclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the City of, Los Fresnos, Texas for the transportation, distribution and/or sale of gas to customers and the public generally in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing that the city may enact an ordinance charging persons transporting gas through grantee's distribution system a fee on the calculated value of such transported gas; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the City of Los Fresnos, Cameron County, providing for grantee's rules and regulations; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; and providing for severability.
- 10. Consideration and ACTION to approve the second reading of Ordinance 551 amending the Water Conservation Plan and Drought Contingency Plan Chapter 44-Utilities, Article II.-Water, Division 2, Water Conservation, repealing all ordinances and parts of ordinances in conflict therewith and providing for an effective date.
- 11. Consideration and ACTION to approve a Certificate of Resolution adopting the Section 125 Cafeteria Plan for city employees.
- 12. Consideration and ACTION to excuse the absence of Gordon Cappon from the October 16, 2023 Planning and Zoning meeting.
- 13. Consideration and ACTION to excuse the absence of Larry Stambaugh from the October 16, 2023 Planning and Zoning meeting.

- 14. Consideration and ACTION to excuse the absence of Juan Sierra from the October 16, 2023 and November 20, 2023 Planning and Zoning meeting.
- 15. Consideration and ACTION to excuse the absence of Daniel Alvarez from the December 4, 2023 Community Development Corporation meeting.
- 16. Consideration and ACTION to excuse the absence of Leonel Casanova from the November 6, 2023 Community Development Corporation meeting.
- 17. Consideration and ACTION to excuse the absence of Enrique C. Juarez from the November 6, 2023 Community Development Corporation meeting.
- 18. Consideration and ACTION to excuse the absence of Terry Vinson from the November 21, 2023 City Council meeting.

F. Action Items

- 1. Discuss and take action to award a contract for construction services to Jimmy Closner and Sons Co., Inc. under Texas Department of Agriculture (TDA) CDBG Contract No. CDV21-0095 for the Base Bid of \$337,606.00, Additive No. 2 of \$124,920.00, and Additive No. 3 of \$86,700.00 for a total award of \$549,226.00 contingent upon TDA approval of Amendment No. 1. Of the total award, \$219,000.00 will be paid by grant and match funds and \$330,226.00 will be paid by the local entity.
- 2. Discuss and take action to award a contract for construction services for the "2020-2021 CDBG Sanitary Sewer Improvements" Project to Jimmy Closner and Sons Co., Inc., award includes Additive No. 1 in the amount of \$84,187.00 and Additive No. 4 in the amount of \$9,800.00 for a total award of \$93,987.00 which will be paid by the local entity.
- 3. Consideration and ACTION to appoint a member to the Planning & Zoning Commission Place 2.
- 4. Presentation and discussion on Little League and use of fields.
- 5. Consideration and ACTION on the selection of Mayor Pro-tem for a one-year term.
- 6. Discussion and possible ACTION to choose an individual for 2023 Citizen of the Year Program.
- 7. Consideration and ACTION on the reappointment of Gene Daniels as Municipal Judge.
- 8. Consideration and ACTION submit nominees to serve on the RGV Partnership Board of Directors.
- 9. Consideration and ACTION to approve the first reading of am ordinance of the City of Los Fresnos, Cameron County, Texas amending Chapter 48, Zoning, Article II, District Regulations, Division 7, Additional Standards,

Subdivision Iv, Signs, Sec. 48-275 Signs Permitted by Zone, Off-Premises Advertising and F. Changeable Electronic Variable Message Signs, and Repealing All Ordinances and Parts of Ordinances in conflict therewith.

- 10. Discussion on reported speeding on residential streets.
- G. Acknowledgement of City Manager's Report
 - City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. TxDot Highway 100 H. East 10th & East 5th Street Sewer I. Projects Discussed But Not Funded J. Veteran's Memorial K. Water Funding L. Wastewater Funding M. Christmas Lights
- H. Acknowledgement of Department Head Reports
 - 1. Financial Report 1. Monthly 2. Year to Date 3. Sales Tax
 - 2. Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling 5. Waste Water Treatment Plant Discharge Monitoring Report
 - 3. Police Department November 2023 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection October 2023 1. Magistrates 2. Index Crimes by Zone
 - 4. Municipal Court 1. City Monthly Report-OCTOBER 2. Linebarger Monthly Report-OCTOBER
 - 5. Library Report 1. Monthly Report
 - 6. Fire Marshal's Report 1. Monthly Report
- I. Adjournment

This is to certify that I, <u>Jacqueline Moya</u>, posted this agenda on the front bulletin board of the City Hall on <u>December 8, 2023</u> on or before <u>5:30</u> p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

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

1.D.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5227)

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5227 A

Presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDV21-0095.

This is required for the CDBG Program.

Updated: 12/7/2023 6:07 PM by Mark Milum A

A1024 Section 3 Presentation City of Los Fresnos



The City of Los Fresnos recently received the following grant award:

- Grant Contract No. CDV21-0095
- Award Amount: \$255,084.00
- Project: Sewer line improvements between Canal & 1st Streets, 8th & 9th Streets, Ocean Blvd & 5th Street, and along 2nd Street



The grant is funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development
- Texas Department of Agriculture

- As a condition of funding, the City of Los
 Fresnos must comply with Section 3 of the
 Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant
 Recipients must direct economic
 opportunities generated by CDBG funds to
 low- and very low-income persons.

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project;
 and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01.



A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3-month period are performed by Section 3 Workers

Section 3 Business

This project is expected to include the following contracting opportunities:

 Prime Contractor for sewer line replacement, including service reconnections, utility relocations, and manhole replacements/installations



You may qualify as a Section 3 Worker if:

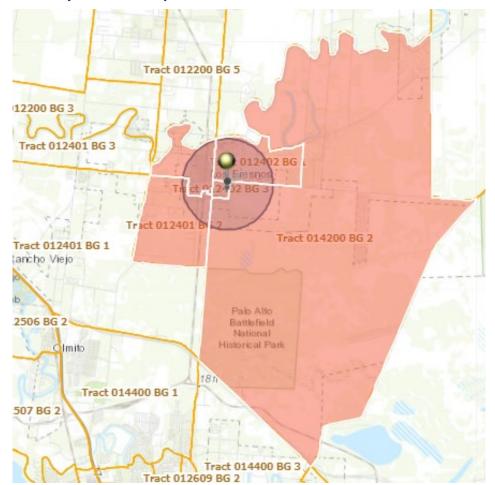
- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.com
- Workforce Solutions Cameron, wfscameron.org

Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers. For this project, that service area is defined by this map:



The City of Los Fresnos will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.



TxCDBG Policy Issuance 20-01

REVISED Policy Issuance 20-01 Section 3 v1.pdf (texasagriculture.gov)

24 CFR Part 75

Electronic Code of Federal Regulations (eCFR)

GrantWorks Project Manager:
Marie Oh, marie.oh@grantworks.net

1.E.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Minutes Prepared By: Bianca Huerta Initiator: Bianca Huerta

ianca Huerta Sponsors:

DOC ID: 5212

ACTION ITEM (ID # 5212)

Consideration and ACTION to approve the minutes from meetings on November 17, 2023 & November 21, 2023.

I recommend approval.

Updated: 12/5/2023 3:41 PM by Jacqueline Moya

City Council

520 E Ocean Blvd.

Special Meeting

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

~ Minutes ~

Friday, November 17, 2023

6:00 PM

City Hall

Call to Order

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

Invocation and Pledge of Allegiance

Pastor Daniel Perez and Pastor Feliberto Pereira gave the invocation. Mayor Flores led the audience in the Pledge of Allegiance.

<u>Visitors Remarks-To speak you must sign in with City Secretary prior to the meeting and</u> you have a limit of 5 minutes to speak.

There were none.

Action Items

Canvass of November 7, 2023 General Election Returns.

Mayor Flores read the canvas reports as follows: Total ballots cast, 949. For Mayor, Alejandro Flores 606 and Rosa Munoz Vallejo 322. For Member of Council, Place 1, Albert "Al" Escobedo 516 and Joe C. Macias 345.

RESULT: NO ACTION

<u>Consideration and ACTION to approve a Resolution Declaring Results of the November 7, 2023 City General Election.</u>

Motion was made and seconded to approve the Resolution Declaring Results of the November 7, 2023 City General Election.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Luis Gonzalez, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

ABSENT: Jose C. Macias

Oath of Office for newly elected officials.

Cameron County Clerk, Sylvia Garza Perez administed the Oath of Office for Council Member Albert Escobedo.

Justice Lionel Aron Peña Jr. of the 13th Court of Appeals administered the Oath of Office for Mayor Flores.

Mayor Flores and Council Member Albert Escobedo each gave a speech.

RESULT: NO ACTION

<u>Adjournment</u>

1.E.1.a

pecial Meeting	Friday, November 17, 2023	6:00 PM
The meeting was closed	1 at 6:28 PM	
	Presiding Officer of the	e Council
Recorder		

City Council

520 E Ocean Blvd.

Regular Meeting

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

~ Minutes ~

Tuesday, November 21, 2023 6:00 PM City Hall

Agenda

- A. Call meeting to order
 - Mayor Flores called the meeting to order at 6:03 p.m.
- B. Invocation and Pledge of Allegiance

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

<u>Visitors remarks-To speak you must sign in with the City Secretary prior to the meeting</u> you have a limit of 5 minutes to speak.

David Gillespie spoke to the council about his concerns with the city budget and contacting council members. He the gave the council solutions to his concerns. Council member Gabriela Fernandez arrived at 6:06 p.m.

Presentation

Presentation and report on the 2023 Conjunto Festival.

Rogelio Nunez with the Narciso Martinez Cultural Arts Center introduced himself to the council and gave a report on the recent Conjunto Festival. Mr. Nunez answered questions from the council. The council thanked Mr. Nunez for his report.

RESULT: NO ACTION

Consent Agenda (All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)

Mayor Flores asked the council if they had any questions, comments or concerns on the consent agenda. There were none.

Consideration and ACTION to approve the minutes from regular meeting October 10, 2023.

Motion was made and seconded to approve the minutes from regular meeting on October 10, 2023.

Regular Meeting Tuesday, November 21, 2023 6:00 PM

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve the Quarterly Investment Portfolio Report ended</u> as of September 30, 2023.

Motion was made and seconded to approve the Quarterly Investment Portfolio Report ended as of September 30, 2023.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve the first reading of Ordinance 551 amending the Water Conservation Plan and Drought Contingency Plan Chapter 44-Utilities, Article II.-Water, Division 2, Water Conservation, repealing all ordinances and parts of ordinances in conflict therewith and providing for an effective date.

Motion was made and seconded to approve the first reading of Ordinance 551 amending the Water Conservation Plan and Drought Contingency Plan Chapter 44-Utilites, Article II.-Water, Division 2, Water Conservation, repealing all ordinances and parts of ordinances in conflict therewith and providing for an effective date.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

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

Motion was made and seconded to authorize the City Manager to dispose of the surplus items.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to approve the preliminary plat of Valle Alto East

Commercial Subdivision IV.

Motion was made and seconded to approve the preliminary plat of Valle Alto East Commercial Subdivision IV.

Regular Meeting Tuesday, November 21, 2023 6:00 PM

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Consideration and ACTION to approve the preliminary plat of Dunnco II Los Fresnos</u> Subdivision.

Motion was made and seconded to approve the preliminary plat of Dunnco II Los Fresnos Subdivision.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

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

Motion was made and seconded to approve a Resolution voting for a person to serve on Cameron Appraisal District Board of Directors Position 9.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to excuse the absence of Robby Walsdorf from the August 21, 2023 Planning and Zoning meeting.

Motion was made and seconded to excuse the absence of Robby Walsdorf from August 21, 2023 Planning and Zoning meeting.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Action Items

<u>Discussion, Consideration, and Action Required under Texas Govt. Code 2254, for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection Services and Delinquent Municipal Court Fees and Fines Collection Services.</u>

Mr. Milum explained the action item was a state law requirement and asked the council if they had any specific questions. There were none.

Tuesday, November 21, 2023

6:00 PM

Motion was made and seconded to approve for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection Services and Delinquent Municipal Court Fees and Fines Collection Services.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Discussion, Consideration and Possible Action to Award a Contract for Delinquent Tax</u>

<u>Collection Services and a Contract for Delinquent Municipal Court Fees and Fines</u>

<u>Collection Services to Linebarger Goggan Blair & Sampson, LLP.</u>

Mr. Milum explained a request for proposals was published and sent out to different firms. Linebarger was the only proposal received. Mr. Milum advised the council member from Linebarger were present to answer any questions they had.

Monica Solis and Jeffrey Garcia, introduced themselves to the council and answered their questions.

Motion was made and seconded to award a Contract for Delinquent Tax Collection Services and Contract for Delinquent Municipal Court Fees and Fines Collection Services to Linebarger Goggan Blair & Sampson, LLP.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

SECONDER: Alejandro Flores, Mayor

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Discussion and possible ACTION to choose an individual for 2023 Citizen of the Year</u> Program.

Mr. Milum explained to the council there would be no action taken but they could discuss possible candidates for the program, in the December meeting a citizen would be selected and recognized in the January meeting.

The council discussed possible candidates Barbara Rodriguez and Manuel Abrego. They agreed to gather names to present at the next meeting.

No action was taken.

RESULT: NO ACTION

<u>Consideration and ACTION to allow the Los Fresnos Little League to name the baseball</u> fields located at the Los Fresnos Community Park.

Mr. Milum explained the Los Fresnos Little League suggested the baseball fields be officially named to avoid confusion. The league suggested hosting a contest and presenting the names to the council for approval. Mr. Milum recommended approval.

Regular Meeting

Tuesday, November 21, 2023

6:00 PM

The council discussed the idea.

Motion was made and seconded to allow the Los Fresnos Little League to name the baseball fields located at the Los Fresnos Community Park.

RESULT: ADOPTED [3 TO 2]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Alejandro Flores, Alberto Escobedo, Gabriela Fernandez

NAYS: Juan Munoz, Luis Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to appoint a new member to the Community Development Corporation, Place 6, for an unexpired term.

Mr. Milum recommended appointing the new member for the unexpired term that ends in February 2024 and also the next term until 2026. Mr. Milum explained their were three applications submitted. Applicant Claudia Villareal introduced herself to the council.

Motion was made and seconded to appoint Claudia Villarreal to the Community Development Corporation, Place 6, until February 2026.

RESULT: ADOPTED [3 TO 2]

MOVER: Alejandro Flores, Mayor

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Alejandro Flores, Alberto Escobedo, Gabriela Fernandez

NAYS: Juan Munoz, Luis Gonzalez

ABSENT: Terry Vinson

Consideration and ACTION to appoint a new member to the Community Development Corporation, Place 5, for an unexpired term.

Mr. Milum recommended appointing the new member for the unexpired term that ends in February 2024 and also the next term until 2026. Mr. Milum explained their were three applications submitted. Applicants for the board David Gillespie and Gordon Cappon introduced themselves to the council and answered questions from the council.

Motion was made and seconded to appoint Gordon Cappon to the Community Development Corporation, Place 5, until February 2026.

RESULT: ADOPTED [4 TO 0]

MOVER: Alejandro Flores, Mayor SECONDER: Juan Munoz, Councilman

AYES: Alejandro Flores, Alberto Escobedo, Juan Munoz, Gabriela

Fernandez

ABSTAIN: Luis Gonzalez ABSENT: Terry Vinson

Acknowledgement of City Manager's Report

City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. TxDot

Tuesday, November 21, 2023

6:00 PM

<u>Highway 100 H. East 10th & East 5th Street Sewer I. Projects Discussed But Not Funded</u> J. Veteran's Memorial

Mayor Flores asked the council if they had any questions on the City Managers Report and asked Mr. Milum if there was anything on the report he would like to elaborate on. He gave an update on street repairs, drainage, TXDOT HWY 100 projects and answered questions from the council.

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Acknowledgement of Department Head Reports

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

Motion was made and seconded to acknowledge the Financial Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

<u>Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building</u> Permits 4. Recycling 5. Waste Water Treatment Plant Discharge Monitoring Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz. Councilman

SECONDER: Gabriela Fernandez. Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Police Department October 2023 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection September 2023 1. Magistrates 2. Index Crimes by Zone

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

Regular Meeting Tuesday, November 21, 2023 6:00 PM

RESULT: ADOPTED [UNANIMOUS]

MOVER: Juan Munoz, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Municipal Court 1. City Monthly Report-SEPTEMBER 2. Linebarger Monthly Report-

SEPTEMBER

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman

Juan Munoz, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Library Report 1. Monthly Report

Motion was made and seconded to acknowledge the Library Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz. Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Fire Marshal's Report 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

Closed Session

Closed Session - Deliberation pursuant to Sections 551.087, Title 5 of the Texas Government code, the Texas Open Meetings Act regarding the following: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a

financial or other incentive to a business prospect described by Subdivision.

Mayor Flores recessed the meeting for closed session at 6:57 p.m.

RESULT: NO ACTION

Open Session – Deliberation and possible action regarding the following:

Open Session - Deliberation and possible action regarding the following: Sections 551.087, Title 5 of the Texas Government code, the Texas Open Meetings Act regarding the following: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.

Mayor Flores resumed the meeting at 8:01 p.m.

Motion was made and seconded to allow City Manager, Mark Milum to present the items and amounts of participation the city is willing to commit to.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor

SECONDER: Alberto Escobedo, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez

ABSENT: Terry Vinson

K.	Adjournment			
	Mayor Flores adjourned the meeting at 8:02 p.m.			
		Presiding Officer of the Council		
Recorder				

1.E.2

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5241 A

ACTION ITEM (ID # 5241)

Consideration and ACTION to approve the first reading of an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Los Fresnos, TEXAS; authorizing the City Secretary to distribute such plans; containing various provisions related to the foregoing subject.

This is the project plan we discussed last meeting along with the financing plan. The developer agreed with our proposal.

I recommend approval.

ORDINANCE NO. 554

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWO, CITY OF LOS FRESNOS, TEXAS; AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

This ordinance wa					
after the second ordinance,	reading of t	motion	was	made	on of the
Ordinance,	а	motion		the Ordinance	
passed and adopte	ed in accorda	nnce with the C			
seconded by	a in accordi	ince with the C	ity s Home Ruic	charter. The h	and
carried by the follo	owing voted:	<u> </u>			
	o wang vood				
Mayor Alejandro	Flores		For _	Against A	bstained
Councilmember A	lbert Escobe	edo	For _	Against A	Abstained
Councilmember Ju	uan Munoz		For _	Against A	bstained
Councilmember G	labriela Fern	andez		Against A	
Mayor Pro-Tem L		Z		Against A	
Councilmember T	erry Vinson		For _	Against A	bstained
548, created Reinve	estment Zone	Number One, Cit	ty of Los Fresnos,	Texas; and	
WHEREAS	s, the Board o	f Directors of the	e Reinvestment Zo	ne Number One ha	as approved
and recommended	approval of	the Project Plan	and Reinvestme	nt Zone Financing	g Plan (the
"Project Plan") attac	ched hereto fo	or the developme	nt of said Zone; ar	ad	
WHEREAS	s, before the C	ity and the Board	d of Directors of th	e Reinvestment Zo	one Number
Two may impleme	ent the Project	ct Plan, the City	Council must a	pprove the Projec	t Plan and
determine whether	said Project P	lan is feasible ar	nd in conformance	with the City's m	aster plans;
now, therefore,					
BE IT ORDAINED	BY THE CIT	TY COUNCIL O	F THE CITY OF	LOS FRESNOS,	ΓEXAS;
Section 1.	That the	findings containe	ed in the preamble	of this Ordinance a	are declared
to be true and correct	ct and are here	eby adopted as pa	art of this Ordinan	ce.	

	Section 2.	That Council does hereby find the Project Plan is feasible, in conformance
with the	e City's planned	development, and also conforms to the requirements set forth in Chapter
311, Te	xas Tax Code.	
	Section 3.	That the Project Plan and Reinvestment Zone Financing Plan attached
hereto f	or Reinvestmen	t Zone Number One, City of Los Fresnos, Texas is hereby approved.
INTRO 2023.	DUCED AND	O APPROVED on the first reading this day of,
APPRO 2023.	OVED AND P.	ASSED on the second reading this day of,
		Mayor, Alejandro Flores
ATTES	ST:	
City Se	cretary, Jacque	eline Moya

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF LOS FRESNOS, TEXAS

FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

December 1, 2023

TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER TWO, CITY OF LOS FRESNOS, TEXAS THE WOODS AT LOS FRESNOS TIRZ

FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

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I. Introduction

The purpose of the a increment reinvestment zone (the "Zone" or "TIRZ") is to finance construction of public facilities and infrastructure necessary to catalyze residential and/or commercial development and redevelopment within the Zone's boundary, to incentivize development with public funds, and to catalyze collateral development and tax base expansion as a result of TIRZ-assisted development.

Expenditures associated with the design, construction, and in some instances, maintenance of public facilities and public infrastructure, as well as other specific project related costs, are funded by tax increment revenues derived from increases in property values following new residential and commercial development, and the ad valorem taxes levied on the new value. Sales tax collections within the zone may also be used to finance project costs.

The residential development plan calls for lot preparation and construction of approximately 188 acres of land into approximately 800 lots, with three different price points, and in three separate phases. In additional, the developer will also develop commercial frontage along Tx Hwy 100, into mixed commercial uses. Lastly, the developer as set aside 15 acres of land to accommodate the possible development of a large super market to service the City residents and surrounding communities. Exact uses for the commercial frontage have not yet been determined; the vast majority of the commercially-developed acreage will be for uses that will generate new sales tax revenues for the CITY OF LOS FRESNOS.

Executive Summary

CAPA TEXAS (the "Developer"), whose owners, Rufino Garza, Sr. and Ramiro Flores, are proposing to develop the approximately 188+ acres of land into a mixed use residential and commercial development, with related public infrastructure including roads and underground water and sanitary sewer, and drainage facilities to enable the development of the acreage which is current raw and without utility service. In addition, the Developer will also construct improvements to Whipple Road to both widen and improve the roadway between FM803 and FM1575 to accommodate the anticipated increase in automobile traffic generated by the residents purchasing homes in the subdivision.

The acreage for commercial uses is also void of all public infrastructure needed for the land's development. The capital costs associated with the commercial tracts will be refined as its uses are determined. Detailed plans, total capital investment, including estimates for the additional infrastructure that will be required to be installed to enable the commercial development will be generated within 2-3 years after the creation of the TIRZ. Consequently, project cost values in the plan are based on today's best estimates.

The Developer is seeking reimbursement of the public infrastructure costs for the both the residential and commercial infrastructure needed to support the development as well as all costs associated with the improvements to Whipple Road, and interest associated with the expenditures for those components of the project. Interest carry costs included in the project plan will finance both reimbursements for carry costs of the developer as well as debt service costs for any tax exempt bonds that might be sold to reimburse the same, should bonds be authorized and issued to repay the developer for these costs. Inclusion of Chapter 380 powers in the TIRZ project plan will enable some portion of the future increments to be used in some instances to stimulate commercial development projects. Any such expenditures will be coordinated with the City of Los Fresnos.

Detailed costs for the project, and time lines associated with the development of each phase of the project are in the exhibits section of this plan.

Map 1 depicts the location of the Proposed Tax Increment Reinvestment Zone No. 2.

- B. CAPA TEXAS is requesting that the CITY OF LOS FRESNOS, and CAMERON COUNTY ("the County") participate in the tax increment financing zone to help finance public infrastructure improvements, interest carry on the borrowing, and to enable the TIRZ to provide reimbursements pursuant to approved reimbursement agreement(s) for approved costs within the zone. The duration of the zone is projected to be forty (40) years, with the zone being in existence through calendar year 2063. The last year's payment will be made in 2064, unless the reinvestment zone pays all project costs prior. Unless the reinvestment zone creation ordinance and the project plan and reinvestment zone financing plan are amended, the zone would terminate by operation of law upon final payment of reimbursements to the developer for privately financed infrastructure costs set forth in this Plan.
- C. The Cost of the Project, including public infrastructure improvements and related capital costs, estimated developer (or bond) interest, drainage, detention, creation costs, and costs for administration of the zone is estimated to total approximately \$72.2 Million at this time. The Developer is seeking reimbursement of the public infrastructure costs associated with the development project including improvements to Whipple Road as referenced above, interest associated with the expenditures for those components of the project, which interest revenues may also be used for tax exempt bonds, should bonds be authorized and issued to repay the developer for these costs. Additionally the Developer is seeking reimbursement for costs of both the land and infrastructure needed to render the commercial acreages adjacent to Hwy 100 to be developed.

The creation of a local government corporation (Redevelopment Authority) is also proposed to facilitate development of the TIRZ, and provide the mechanism for issuance of tax exempt bonds to repay development costs as the revenues to support the debt service on the bonds are sufficient to amortize the bonded indebtedness.

D. All capital costs associated with the development will be financed with private capital, either borrowed or from revenues of the Developer. It is the intent of the Developer to enter into an agreement with the TIRZ/ Redevelopment Authority to receive reimbursement for investments made in the reimbursable project costs and public infrastructure facilities from revenues generated by the TIRZ.

II. PROJECT PLAN

A. Overview

Tax increments generated within the zone will provide the funding necessary to finance either grants or reimbursements for infrastructure costs needed to undertake the project, which would not otherwise be developed due to the high cost of developing raw land completely lacking utility service and drainage infrastructure. This development will help significantly increase the CITY OF LOS FRESNOS and Cameron County's tax base, catalyze job creation, and generate additional revenues to the City and County general funds, and promote the economic development of both jurisdictions.

The Project Plan in this Part II and the Reinvestment Zone Financing Plan in Part III (collectively the "Project Plan and Reinvestment Zone Financing Plan") provide for the funding of all "project costs of the zone", and including of Cameron County, as well as associated engineering fees, legal fees, financial services fees, creation costs, interest, and costs of administration.

Public Infrastructure costs.

See Table 1 for a detailed breakdown of current estimates for infrastructure and other reimbursable projects in the entire development,

III. REINVESTMENT ZONE FINANCING PLAN

A. Introduction

The Reinvestment Zone Financing Plan (the "Financing Plan") addresses funding for identified project components, and including public improvements on the Project, that will be financed or repaid to the Developer by the TIRZ.

The Zone will include the development of three phases of residential development, including approximately 20 acres of commercial development adjacent to Hwy 100, on approximately 188 acres of land total. An additional 15 acres has been set aside to attract and catalyze development of a name-brand Super Market to service the area. The existence of the zone is contemplated to be through Tax Year 2064, unless the project costs are paid prior to that date. The development of the project will be performed by the Developer directly, and by contractors and home builders the developer will bring to the development. Infrastructure costs associated with the expansion of Whipple Road will also be financed by the Developer and reimbursed by the zone

B. Public Infrastructure

The municipality facility costs and public infrastructure improvements associated with the mixed use residential / commercial development and related with the interest for all phases of development are currently estimated to be \$ 72.2 Million. The majority of the costs will be financed with private capital, and reimbursed over time by the Zone pursuant to an agreement with the Developer from tax incremental revenues generated as a result of the tax base expansion in the Zone. Efforts are also planned to seek revenues from grants and other entities to also mitigate costs for certain infrastructure included in the finance plan budget. A summary of those costs is provided in Table 1. As the development is contemplated to take between five and eight years, it is anticipated that some costs, once incurred will be higher as prices for materials continue to increase.

C. Plan of Finance

1. Taxable value of the land in the proposed zone as captured by the Cameron County Appraisal District for Tax Year 2022 totals just over \$3.3 million. This will be considered base value for the purpose of computing incremental value going forward. Value is anticipated to grow to an estimated \$522 Million by Tax Year 2063.

2) Taxing Units

It is contemplated that both the CITY OF LOS FRESNOS and Cameron County will participate with 70% of the respective current approved tax rates. Currently those rates total \$0.538 for the City and \$0.3895 for Cameron County. At 70%, the City will contribute \$0.376 and the County will contribute \$0.272. Schedule C in the Exhibits reflects the valuation assumptions based on development over time. Schedule D in

3) TIRZ Bonds

Bonded indebtedness to accelerate repayment to the developer for infrastructure and public facilities project costs is planned, subject to the approval by the City Council. At the time of approval, the tax incremental revenues from the Zone would be pledged to the debt service, and would be the sole source of revenue for payment of bonded indebtedness. All proceeds of bonds would be used first to pay off developer debt, with surplus revenues then available to finance project plan costs yet to be paid. Bonds would be sold by a local government corporation created to facilitate the implementation of the zone project plan and issue of tax exempt contract revenue bonds at the appropriate time. **Note:** Proposed Legislation in the Texas Legislature currently being considered would require approval by vote of a majority of the registered voters in CITY OF LOS FRESNOS of a bond referendum authorizing the sale of Local Government Corporation bonds to finance TIRZ project costs before any bonds could be sold. It is not clear whether this legislation will become law at this time.

4) Economic Feasibility

A build-out schedule and tax revenue analysis was prepared by Calderon Economic Development Strategies, LLC, as part of the preliminary assessment of the Zone. The schedule in that analysis constitutes the economic feasibility study and demonstrates that it is feasible to finance the Zone Project Costs set forth in this Plan based on the proposed tax rates for participation by both the City and the County, and also based on the proposed zone life of 40 years.

Table 1 - Project Costs

			Exhibit A			
		Preliminary Plan Costs	Revised County for Commercial Participation	Developer Cost	City Costs	Total Project Costs Paid by TIRZ
Project Cost Totals	Water Distribution System (1)	\$3,375,932	0\$	\$2,687,259	\$688,673	\$3,375,932
	Sanitary Sewer Collection (2)	\$2,935,555	0\$	\$2,437,143	\$498,412	\$2,935,555
	Lift Station (3)	\$1,139,704	0\$	\$569,852	\$569,852	\$1,139,704
	Connector Road/Residential Roads	\$9,731,384	0\$	\$9,731,384	0\$	\$9,731,384
	Drainage	\$2,781,923	0\$	\$2,781,923	0\$	\$2,781,923
	Storm Water PP	\$220,186	0\$	0\$	\$220,186	\$220,186
	Whipple Road (4)	\$9,005,793	\$7,005,793	0\$	\$0	\$7,005,793
	Sewer Plant Expansion	\$4,600,000	0\$	0\$	\$4,600,000	\$4,600,000
	Interest (5)	\$30,000,000	0\$	0\$	\$30,000,000	\$30,000,000
	Lot / Land Reimbursement (6)	\$6,372,840	0\$	0\$	\$6,372,840	\$6,372,840
	Creation Costs	\$200,000	0\$	0\$	\$200,000	\$200,000
	Engineering (7)	\$1,412,928	\$0	\$706,464	\$706,464	\$1,412,928
	Administration	\$1,900,000	0\$	0\$	\$1,900,000	\$1,900,000
Total Estimated Project Costs		\$73,676,245	\$7,005,793	\$18,914,025	\$45,756,427	\$71,676,245
% of Burden			10%	76%	64%	100%
	Total Estimated TIRZ Reimbursement					\$52,762,220
Note 1	City pay for main water line to development as it will benefit entire area	ent as it will benefit entire area				
Note 2	City pay for main wastewater line from d	developmnet to Whipple Lift Station as it will benefit entire area	s it will benefit entire area			
Note 3	City pay for half of the lift station on site due to city request for over size for additional hookups in the future as it will benefit the entire area	due to city request for over size for a	dditional hookups in the future as it wil	l benefit the entire area		
Note 4	Whipple Road is not in LF Taxing jurisdiction; proposed as a county project. \$2M will be paid for by Indian Lake TIRZ	tion; proposed as a county project. §	82M will be paid for by Indian Lake TIR	2		
Note 5	City pays interest due to asking for Whipple Road, Sewer Plant Capacity Increase, Commercial Land for Large Retailer	ple Road, Sewer Plant Capacity Incr	ease, Commercial Land for Large Reta	ler		
Note 6	City pays lot/land reimbursement as it w	as requested by the city and the adv	was requested by the city and the advantage for commercial development will more thatn offset cost	Il more thatn offset cost		
Note 7	Engineering costs are divide equally at 5	%09				
General Note	City assumes all StormWater, Creation C	osts and Administration. City'r resp	Costs and Administration. City'r responsibility is capped at 40 years and 70% unless additional agreement is made in the future.	% unless additional agreement	s made in the future.	

Legal Compliance / Chapter 311, Texas Tax Code

Existing and Proposed Uses of Land (Texas Tax Code § 311.011(b)(1)):

Existing Conditions: Existing land uses within the Zone include predominately undeveloped, vacant land. Overall the area lacks adequate infrastructure including water, wastewater and drainage facilities, and a sufficient roadway network. Maps 2 and 3 depict existing conditions.

Surrounding Land Uses: Land surrounding the proposed Zone is completely underdeveloped. The aerial view shown in Map 2 shows surrounding land uses.

Proposed Land Use: As stated above, the proposed land uses will accommodate the development of construction of a mixed use residential and commercial development.

<u>Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code § 311.011(b)(2)):</u>

All construction will be done in conformance with existing building code regulations of the CITY OF LOS FRESNOS There are no proposed changes of any city development ordinances, master plans, or building codes.

Estimated Non-Project Costs (Texas Tax Code § 311.011(b)(3)):

The project costs referenced in **Table 1** are inclusive of project costs to be financed by the Zone. The costs that would otherwise be project costs but are derived from other parties, such as the CITY OF LOS FRESNOS, Cameron County, the Texas Department of Transportation, or private sources, are non-project costs. Funding identified in **Table 1** for improvements will be leveraged to acquire non-project funding.

Method of Relocating Persons to be Displaced, if any, as a result of implementing the Plan (Texas Tax Code § 311.011(b)(4)):

There will be no persons displaced as a result of implementing the plan. The land has been and will be vacant at the time of zone creation.

Estimated Project Costs (Texas Tax Code § 311.011(c)(1)):

Table 1 lists the estimated project costs for the Zone including administrative expenses. As set forth in this Plan, the dollar amounts are approximate and may be adjusted based on actual costs incurred by the Developer(s) by the Board of Directors of the Zone. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on **Table 1**.

<u>Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed by the Zone (Texas Tax Code § 311.011(c)(2)):</u>

These details are described throughout the Plan, including but not limited to roadway construction, stormwater conveyance and management systems, water, wastewater improvements, sidewalks, lighting, signage, and landscaping enhancements. The cost of proposed improvements is detailed in **Table 1**.

Economic Feasibility (Texas Tax Code § 311.011(c)(3)):

As stated earlier, the lack of any infrastructure to support development of the property substantially retards its development and presents an economic and social liability for the CITY OF LOS FRESNOS. These conditions substantially impair and arrest the sound growth of the City. Further the area meets the statutory test for creation as it has an inadequate sidewalk and street layout, and lacks the necessary infrastructure to support development. Given these conditions, the area would benefit greatly from a Tax Increment Reinvestment Zone, which facilitates street and necessary infrastructure improvements, making the area more appealing to residential development. Build out assumptions for residential and commercial development are provided in **Schedules A** and **B**.

The City and the Zone find that the development plan is feasible. as projected Estimated revenues will be sufficient to finance reimbursement for all of the project costs. **Schedules C** and **D** constitute incremental revenue estimates for this Plan.

<u>Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code § 311.011(c)(4), § 311.011(c)(5)):</u>

Issuance of notes and bonds by the Zone may occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the projects and revenue schedules included in **Table 1** and **Schedules C and D**, as well as actual market conditions for the issue and sale of such notes and bonds.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code § 311.011(c)(6)):

Methods and sources of financing include the issuance of notes and bonds, as well as collaborations with developers and other entities for grant funding and public private partnerships. Tax increments will consist of contributions from the City and County. This figure is calculated as follows:

City contribution = \$0.376/\$100; County Contribution=\$0.272 / \$100 of assessed valuation. Both participation rates represent 70% of the approved tax rates for the jurisdictions. These participation rates may change over time.

<u>Current Total Appraised Value of Taxable Real Property (Texas Tax Code § 311.011(c) (7))</u>:

As of January 2023, the current certified appraised value of taxable real property in the proposed zone is \$3.395M

<u>Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code § 311.011(c)(8)):</u>

It is projected that taxable property values in the Zone will increase to approximately \$522.7 Million by 2063. **Schedules C and D** shows the annual captured value of these increases in property value during the existence of the Zone.

Zone Duration (Texas Tax Code § 311.011(c)(9)):

1.E.2.b

The zone as proposed would terminate on December 31, 2063. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

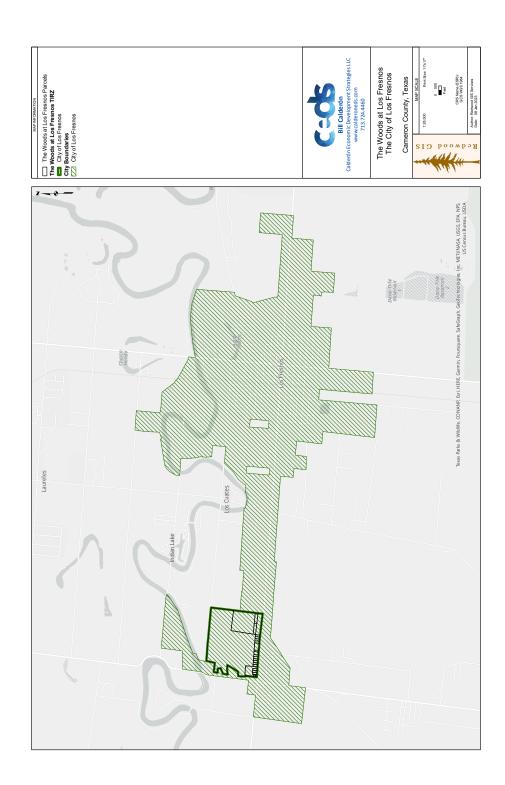
EXHIBIT 1

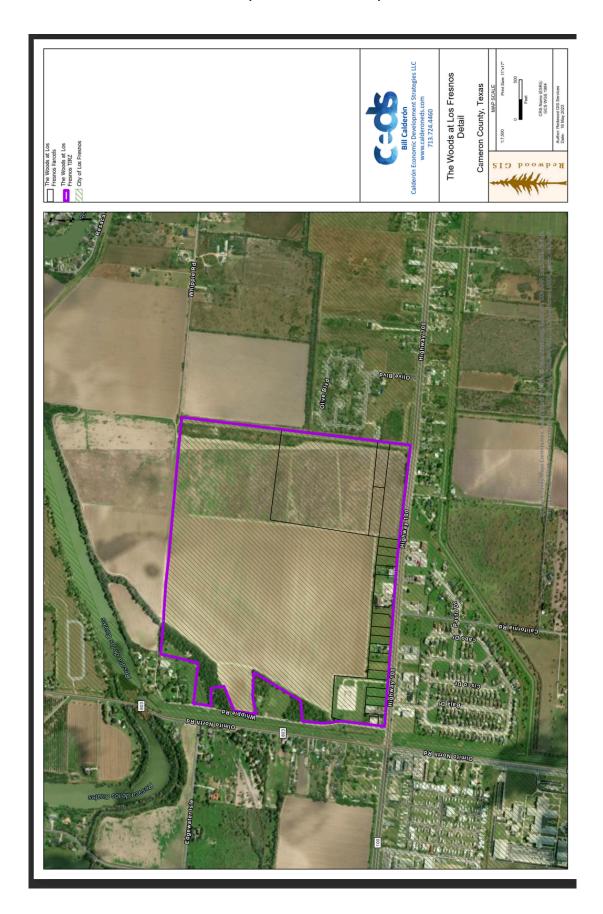
Metes and Bounds

Boundary Description The Woods at Los Fresnos TIRZ Proposed Area Cameron County A special district known as the Woods at Los Fresnos TIRZ, in Cameron County, is proposing to add 1 tract of approximately 202 acres, which can be described as follows: Tract 1 Beginning at a point located at the southwest corner of 0.2205 acre tract (FRESNOS LAND & IRRG CO 0.2200 ACS OUT OF 13.0254 ACS PT 30.598 BLK 187), also intersection of northern ROW of Highway 100 and eastern ROW of Whipple Road, north along east ROW of Whipple Road, also the west boundary of 214.27 acre tract (ESPIRITU SANTO GRANT SHARE 12 214.27 AC OUT OF 219.31 ACRES SHARE 12 PT BLKS 184 & 187 FRESNOS LAND & IRR CO SD) to the southwest corner of 5 acre tract (UNSUBDIVIDED SHARE 12 TRACT X-1 5.00 ACS OUT OF 122.00 ACS ABST 2); Then east along south boundary of said 5 acre tract to southeast corner of said tract; Then north along east boundary of said 5 acre tract to northeast corner of said tract; Then west along north boundary of said 5 acre tract to northwest corner of said tract; Then north along west boundary of said 214.27 acre tract, also east ROW of Whipple Road, to southwest corner of 1.2 acre tract (ESPIRITU SANTO GRANT SHARE 12 1.20 ACRESA OUT OF 131 ACRES); Then east along south boundary of said 1.2 acre tract to southeast corner of said tract; Then north along east boundary of said 1.2 acre tract to northeast corner of said tract; Then west along north boundary of said 1.2 acre tract to northwest corner of said tract; Then north along west boundary of said 214.27 acre tract, also east ROW of Whipple Road, to southwest corner of 2.03 acre tract (ESPIRITU SANTO GRANT SHARE 12 2.03 ACRES OUT OF 131 ACRES); Then east along south boundary of said 2.03 acre tract to southeast corner of said tract; Then north along east boundary of said 2.03 acre tract to northwest corner of said 214.27 acre tract; Then east along north boundary of said 214.27 acre tract, also south ROW of Whipple Road, to northeast corner of said tract; Then south along east boundary of said 214.27 acre tract to southeast corner of 6.2117 acre tract (TANDY'S CORNER REPLAT PHASE 1A LOT 1 BLK 1 (CAB 1 SLOT 2051-B CCMR)); Then west along south boundary of said 6.2117 acre tract, also north ROW of Highway 100, to beginning point of Tract 1.

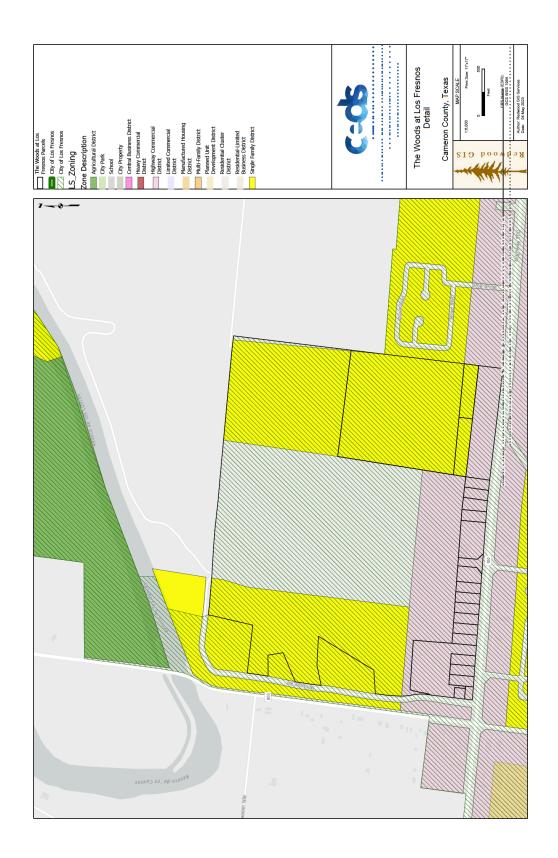
Map 1

Boundary





Map 3—-Land Use



Schedules

Year		2023	2024	2025	2026	2027	2028	2028	2029		2030 Total Lots
Phase I Dev	# nnits	value # units	value	value # units		# muits #	# nuits # 1	# nnits #t	#units	# units	
Single Family DevPhase I 276 lots—Los Fresnos	92	\$20,700,000 92	\$20,700,000 92	2 \$20,700,000							276
(Less 20) Phase II 221 lots—Los Fresnos				Ľ	70 \$17,500,000 7/	70 \$17,500,000 8	81 \$20,250,000				221
Phase III 199 Lots							66	92 \$24,840,000 92	32 \$24,840,000	15 \$4,050,000	199
Commercial acreage					\$21,000,000	\$2,500,000	\$2,500,000				
Totals		\$20,700,000	\$20,700,000	\$20,700,000	\$38,500,000	\$20,000,000	\$22,750,000	\$24,840,000	\$24,840,000	\$4,050,000	969
LF Cum Total / Year		\$20,700,000	\$41,400,000	\$62,100,000	\$100,600,00	\$120,600,000	\$143,350,000	\$168,190,000	\$193,030,000	\$197,080,00	
Note: Indian lake buildout is not included in the revenue estimates	not include	ed in the revenue estin	ates								

Col.	w w w w w w w	City velopment Aluation 20,700,000 41,400,000 62,1400,000 1126,550,000 1126,550,000 1126,550,000 1135,1400,000				Los Fre	esnos Incre	ment project	ion // 40vrs @	/ %0/	unty various s	cenarios	
Cty Cty Cum Projected Cum Proj	w w w w w w	City velopment /aluation 20,700,000 41,400,000 62,100,000 102,600,000 1126,350,000 126,350,000 135,400,000											
City Liber Freener City City Control Part Control	W W W W W W	City velopment //aluation //aluat		-									
County Carty Car	w w w w w w	City velopment faluation 20,700,000 41,400,000 126,500,000 126,5350,000 153,100,000 487 440 000	Los Fresnos	County				%86			2	Total	Cum
Provinciation Provinciatio	w w w w w w	velopment /aluation 20,700,000 /41,400,000 62,100,000 102,600,000 126,350,000 153,100,000 187,400,000 187,400,000	Cum Projected	Cum Projected			100 % of	City	20%		County for 20 yrs	TIRZ Tax	
5 70,700,000 70,000 1, 20,23 70,000 70,000 1, 14,1480 3 1, 14,1480 3 4, 14,1480 3 <t< td=""><td>w w w w w w</td><td>20,700,000 41,400,000 62,100,000 102,600,000 126,350,000 153,100,000</td><td>Taxable</td><td>Taxable</td><td>Tax</td><td>Coll.</td><td>Los Fresnos</td><td>Tax</td><td>TIRZ</td><td>County</td><td>© 20%</td><td>Revenues</td><td></td></t<>	w w w w w w	20,700,000 41,400,000 62,100,000 102,600,000 126,350,000 153,100,000	Taxable	Taxable	Tax	Coll.	Los Fresnos	Tax	TIRZ	County	© 20%	Revenues	
\$ 5 0,20,000 00 01,000 00 01,000 00 1,0		20,700,000 41,400,000 62,100,000 102,600,000 126,350,000 153,100,000	Valuation	Valuation	Year	ě		Collection	Patricipation	Tax Rate		Avail	
5 0.1,000,000 0.1		41,400,000 62,100,000 102,600,000 126,350,000 153,100,000	20,700,000	20,700,000	2023		s o	\$ 107,676	\$ 75,373	\$ 0.3421	\$ 39,507		5 114,880
5 10,20,000 10,50,		102,600,000 126,350,000 153,100,000	41,400,000	41,400,000	202		٠,	303.028	226,740	\$ 0.3421	\$ 118 521		5 689 28
2 11,55,500.00		126,350,000 153,100,000 187,440,000	102 400 000	102 600 000	202		٠,	5 533,699	220,120	\$ 0.3421	195 817		7 1 258 688
\$ 153,100,000 153,100,000		153,100,000	126 250 000	126 350 000	7007			\$ 657.740	460.068	\$ 0.3421	\$ 241 145		1 959 90
\$ 18,244,0000 112,340,000		187 440 000	126,350,000	153 100 000	202		٠,	2,796,387	5 557 471	\$ 0.3421	\$ 241,143		7 809 5
\$ 212,280,000 212,280,000			182 440 000	182 440 000	202			\$ 949,006	\$ 664.304	\$ 0.3421	\$ 348.196	-	3 822 07
5 7,11,210,000 216,130,000 216,130,000 216,130,000 216,130,000 216,130,000 216,130,000 216,130,000 216,130,000 222,814,900 22		212,200,000	212 280 000	212 280 000	2030	2032		\$ 1 104 226	\$ 777 958	\$ 0 3471	\$ 405 147		5 000 176
1201-564-677 1202		216 330 000	216 330 000	216.330.000	2031	2032	s	\$ 1.125.293	\$ 787,705	\$ 0.3421	\$ 412.877		5 6.200.75
229,594,47 200,504,497 200,45 6,200,61 5,200,504,497 6,200,61		200,000,000	222,323,333	222,819,900 10	2032	2033	S	\$ 1.159,052	\$ 811.336	\$ 0.3421	\$ 425.263		5 7.437.356
216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 216,389 (22) 217,318 (23)<	2033		229 504 497		2033	2034		\$ 1.193.823	835.676	\$ 0.3421	\$ 438.021		8 711.053
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282,261,583 282,261,583 182,261,583 2040 2041 20,508,60 5 1,027,706 5 1,032,705 5 1,032,705 5 1,032,705 5 1,032,705 5 1,032,705 5 1,132,709 5 1,132,7	2040		274,040,372	274,040,372 1.	7 2035			\$ 1,425,487	\$ 997,841	\$ 0.3421	\$ 523,020		\$ 17,197,012
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209,441,313 209,441,313 2042 2043 5.05308 5.1627,685 5.1090,386 5.03421 5.05421 5.0171 5.03421 5.0171 5.03421 5.0171 5.03421 5.0171 5.03421 5.0171 5.03421 5.0171 5.03421 5.	2042		290,729,430	430			\$	\$ 1,512,299	\$ 1,058,610	\$ 0.3421	\$ 554,872		\$ 20,376,980
310, 44, 853 21 2044 2045 2046 2045 2046 2	2043		299,451,313	313			\$	\$ 1,557,668	\$ 1,090,368	\$ 0.3421	\$ 571,518		\$ 22,038,865
317,687,898 317,687,898 317,687,898 317,687,898 317,687,898 317,687,898 317,687,898 317,687,898 317,687,898 317,687,899	2044		308,434,853	853			s	\$ 1,604,399	\$ 1,123,079	\$ 0.3421			\$ 23,161,94
317,218,535 32,718,535 32,728,535 32,728,5091 2046 20,436 5,178,170 5,178,174 6,03421 5 7,191,474 5 7,127,129 5 7,191,474 5 7,127,129 5 7,191,474 5 7,127,129 5 7,191,474 5 7,124,105 5 7,124,124 5 7,124,124,105 <td>2045</td> <td></td> <td>317,687,898</td> <td>868</td> <td></td> <td></td> <td></td> <td>\$ 1,652,530</td> <td>\$ 1,156,771</td> <td>\$ 0.3421</td> <td></td> <td></td> <td>\$ 24,318,716</td>	2045		317,687,898	868				\$ 1,652,530	\$ 1,156,771	\$ 0.3421			\$ 24,318,716
337,035,091 2046 2046 6,5308 5,1,27,179 5,1227,219 6,237,219 5 1,227,219 5 </td <td>2046</td> <td></td> <td>327,218,535</td> <td>232</td> <td></td> <td></td> <td></td> <td>\$ 1,702,106</td> <td>\$ 1,191,474</td> <td>\$ 0.3421</td> <td></td> <td></td> <td>\$ 25,510,190</td>	2046		327,218,535	232				\$ 1,702,106	\$ 1,191,474	\$ 0.3421			\$ 25,510,190
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379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,335,964 379,336,964 379,336,964 379,336,970 370,336,970 370,336,175 370,3376 370,3476 370,4779 370,477	2050		368,287,344	¥				\$ 1,915,736	\$ 1,341,015	\$ 0.3421			\$ 30,644,416
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439,754,349 439,754,349 439,754,349 439,754,349 439,754,349 439,754,349 460,1232,389 460,1232,329 460,1232,329 460,1232,329 460,1232,329 460,1232,329 460,1232,329 460,1232,329 460,1232,329	2055		426,945,970	970			s	\$ 2,220,863	\$ 1,554,604	\$ 0.3421			\$ 37,977,635
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466,535,389 466,535,389 35 2057 2058 \$ 0,5308 \$ 1,698,758 \$ 0,3421 \$ 0,3421 \$ 0,3421 \$ 0,3421 \$ 0,468,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,698,758 \$ 1,749,720 \$ 1,698,721 \$ 1,749,720 \$ 1,749,720 \$ 1,749,720 \$ 1,749,720 \$ 1,802,712 \$ 1,911,967 \$ 1,802,712 \$ 1,911,967 \$ 1,802,712 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$ 1,911,967 \$	2057		452,946,980	086			s	\$ 2,356,113	\$ 1,649,279	\$ 0.3421		\$ 1,649,279	\$ 41,228,15
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509,795,816 509,795,816 38 2060 2061 2061 2061 2061 2061 2061 2061 2061 2061 2062 2061 2062 2061 2062 2061 2062 2061 2062 2061 2062 2063 2061 2063 2064 2063 2064 2063 2064	2060		494,947,394	394			s	\$ 2,574,589	\$ 1,802,212	\$ 0.3421		\$ 1,802,212	\$ 46,478,84
525,089,690 525,089,690 525,089,690 39 2061 2062 \$ 2,731,381 \$ 1,911,967 \$ 0.3421 <t< td=""><td>2061</td><td></td><td>509,795,816</td><td>916</td><td></td><td></td><td>\$</td><td>\$ 2,651,826</td><td>\$ 1,856,278</td><td>\$ 0.3421</td><td>- \$</td><td>\$ 1,856,278</td><td>\$ 48,335,125</td></t<>	2061		509,795,816	916			\$	\$ 2,651,826	\$ 1,856,278	\$ 0.3421	- \$	\$ 1,856,278	\$ 48,335,125
540,842,381 540,842,381 540,842,381 540,842,381 52,067,653 52,813,323 52,813,323 51,969,326 50,3421 57 57,067,653 52,028,406 52,897,722 52,028,406 50,3421 50,3421 50,3421 50,328,406 50,328,406 50,3421 50,3421 50,3424,824 50,3424,824 50,3421 <td>2062</td> <td></td> <td>525,089,690</td> <td>069</td> <td></td> <td></td> <td>s</td> <td>\$ 2,731,381</td> <td>\$ 1,911,967</td> <td>\$ 0.3421</td> <td></td> <td>\$ 1,911,967</td> <td>\$ 50,247,092</td>	2062		525,089,690	069			s	\$ 2,731,381	\$ 1,911,967	\$ 0.3421		\$ 1,911,967	\$ 50,247,092
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\$ 46,665,720 \$ 7,579,104 \$- \$	2064		557,067,653	653			\$	\$ 2,897,722	\$ 2,028,406	\$ 0.3421	- \$	\$	\$ 54,244,824
								\$66,665,314	\$ 46,665,720		\$ 7,579,104	\$	

1.E.3

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Agreement Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5240 A

ACTION ITEM (ID # 5240)

Consideration and ACTION to approve an Inter-local agreement between the Zone, the City of Los Fresnos, and Cameron County for County's participation in the zone.

This is the agreement on participation by the County in the TIRZ covering The Woods development. This is what the County agreed upon as far as participation.

I recommend approval.

Updated: 12/7/2023 5:24 PM by Mark Milum A

STATE OF TEXAS COUNTY OF CAMERON City of Los Fresnos, of CAMERON COUNTY, TEXAS

INTERLOCAL AGREEMENT TAX INCREMENT REINVESTMENT Zone #2

I. PARTIES

A. Address

- 1. This Interlocal Agreement (the "Agreement") is made by and between the City of Los Fresnos, the Tax Increment Reinvestment Zone Number Two, City of Los Fresnos, Texas (LF TIRZ#2), a separate reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code ("ZONE"), and Cameron County, a political subdivision of the State of Texas ("COUNTY"). Collectively, the City and County, may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of LF TIRZ #2 and CAMERON COUNTY in the Project (the "Project").
- 2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the LF TIRZ #2 at least ten (10) days prior written notice.

CITY

City Manager City of Los Fresnos 520 East Ocean Blvd Los Fresnos, Tx 78566

With Copies to: ZONE BOARD #2

Chairman City of Los Fresnos, Texas 520 East Ocean Blvd. Los Fresnos, TX 78566

CAMERON COUNTY

County Judge Cameron County 1100 E. Monroe Street Brownsville, Texas 78520

Bill Calderon Calderon EDS 5523 Spellman Road Houston, Texas 77096

B. Index

In consideration of the covenants set forth in this Agreement, and subject to its terms and conditions, the City of LOS FRESNOS and CAMERON COUNTY, hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	2
III.	Background	4
IV.	Rights and Obligations of CAMERON COUNTY	4
V.	Term and Termination	6
VI.	Miscellaneous	7
Exhibit "A"	Project Plans & Finance Plans for ZONE	
Exhibit "B"	City of Los Fresnos, Texas ORDINANCE #xxxxxx	
Exhibit "C"	Maps of ZONE	

C. Parts Incorporated

All of the above described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

- 1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective.
- 2. "Agreement" means this Interlocal Agreement between the LF TIRZ #2 and County for the Zone.
- 3. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time).

- 4. "LF TIRZ #2" means the Tax Increment Reinvestment Zone Number Two, City of Los Fresnos, and its successors and assigns.
- 5. "County" means Cameron County, Texas, and its successors and assigns.
- 6. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, all taxing units participating in the ZONE.
- 7. "**Project Costs**" means the items set forth and described in Section 311.002(1), Texas Tax Code (as said Code may be amended from time to time), which are included in the Project Plan for the Project.
- 8. "**Project Plan**" means singularly the Project Plan and Reinvestment Zone Financing Plan for the ZONE adopted and approved by the Los Fresnos City Council, attached hereto as Exhibit "A".
- 9. "**Reimbursable Costs**" means costs incurred by the county in the collection and distribution of the tax increment funds collected on behalf of LF TIRZ #2.
- 10. "**Tax Increment**" means the total amount of ad valorem taxes levied and collected each year by a Participating Taxing Entity on the Captured Appraised Value of taxable real property in each ZONE. Further, with respect to CAMERON COUNTY, this term means the total amount of ad valorem taxes levied and collected only on behalf of CAMERON COUNTY each year.
- 11. "**Tax Increment Base**" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2023 the year in which the ZONE was designated.
- 12. "**Tax Increment Fund**" means the tax increment fund created by the City of Los Fresnos, for the deposit of Tax Increments for the ZONE.
- 13. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity agrees to deposit annually into the ZONE's Tax Increment Fund in accordance with this Agreement. CAMERON COUNTY increment payments shall start for the tax year 2025.
- 14. "**Term**" shall mean a period of twenty (20) years for the Agreement, beginning on January 1, 2025 and ending on December 31, 2045.
- 15. "**ZONE**" means Tax Increment Reinvestment Zone #2, City of Los Fresnos, Texas, created by the City Council of the City of Los Fresnos. A description of the zone is contained in Exhibit "C", attached hereto.
- 16. "ZONE BOARD" means the Board of Directors of the Zone #2.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

III. BACKGROUND

A. On XXXXX, 2023 and XXXXX, 2023, the City Council of the City of Los Fresnos adopted and approved Ordinance Number XXXXXX created and established a Tax Increment Reinvestment Zone #2, pursuant to Chapter 311, Texas Tax Code. The ZONE may provide funding for eligible project costs within the ZONE as provided for in Chapter 311 of the Texas Tax Code, as amended. The ZONE is projected to terminate on December 31, 2064.

IV. RIGHTS AND OBLIGATIONS OF CAMERON COUNTY

A. Tax Increment Participation by CAMERON COUNTY

- 1. Subject to the limitations set out in this Agreement, CAMERON COUNTY agrees to participate in the ZONE by contributing to the Zone's Tax Increment Fund **fifty percent** (50%) of its respective Tax Increments each year during the term of this Agreement, beginning with the 2025 tax year.
- 2. The Parties hereto agree that CAMERON COUNTY'S contribution to the Tax Increment Fund shall be used to fund project costs to support the development and revitalization efforts in the ZONE as allowed under Chapter 311 of the Texas Tax Code as amended. Unless otherwise changed by formal amendment pursuant to Section VI.D of this agreement, CAMERON COUNTY'S contributions to the Tax Increment Fund shall end when it has contributed its proportionate share, 10.2% of the actual costs of the project, or the maximum total contribution provided for in this Agreement, whichever is less, subject to any early termination as otherwise provided in this Agreement not to extend beyond December 31, 2045, the end date for the County's participation as set forth in Section V.A. in any event. Subject to any limitations of V.T.C.A., Tax Code § 311.014, County tax increment actually paid in excess of its proportionate share of the actual costs of the project shall be returned without delay upon project completion.

B. Tax Increment Payment

1. CAMERON COUNTY'S obligation to contribute its Tax Increment Payments to the Tax Increment Fund, as provided in paragraph IV (A) (1) of this Agreement, shall accrue as CAMERON COUNTY collects its Tax Increment. The Parties hereto agree that all real property taxes collected each year by CAMERON COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base. Subject to the limitations on the County's total participation in the ZONE as set forth in Section IV.A.2, after the total amount of taxes on the Tax Increment Base have been collected, the collected amount shall then constitute the Tax Increment.

CAMERON COUNTY agrees to contribute its Tax Increment Payments to the Tax Increment Fund annually upon presentation of an invoice and presentation and approval by the County Commissioners Court of annual report on or after November 1st of each tax year. Such demand for payment will be subject to review and audit by the Cameron County Auditor. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received, but which have not been previously deposited, during the annual period preceding each deposit date. The Parties agree that CAMERON COUNTY'S obligation to deposit Tax Increment Payments after December 31, 2045 shall only be for taxes collected and received after such date that are attributable to the time period during which CAMERON COUNTY agreed to participate.

- 2. Any delinquent deposit of a Tax Increment Payment under this Agreement by CAMERON COUNTY shall be administered as provided in Section 311.013 (c) of the Texas Tax Code (or its successor provision). The Parties expressly agree that CAMERON COUNTY shall not owe any penalty or interest on Tax Increments that have been levied, but not received by CAMERON COUNTY. In addition, CAMERON COUNTY shall not be obligated to contribute its Tax Increments Payment from any tax accounts that are classified as exempt or from any non-Tax Increment revenue sources.
- 3. The LF TIRZ #2 and the ZONE BOARD agree to reimburse Cameron County for all collection and fund distribution costs incurred in the ordinary course of administering the collection and distribution of funds by making a payment net of such costs, upon proof that such costs have been incurred.
- 4. The LF TIRZ #2 and the ZONE BOARD agree to comply with the approved Project Plan for the ZONE (Exhibit "A") and apply the County's tax increment payments to the actual costs of the Projects in ZONE. LF TIRZ #2 will keep the County promptly informed as to all changes in the project costs as those costs become known. The LF TIRZ #2 agrees to provide prior written notice to CAMERON COUNTY of a proposed material change (defined in this context as any change in the boundaries of the ZONE or any 10% or more increase in the Total Project Plan's actual costs to be incurred within the ZONE) to the Project Plan. CITY shall have the right to amend and modify the Project Plan and without providing prior written notice to CAMERON COUNTY so long as such amendment or modification does not constitute a material change, or impact the total amount of the County's proportionate share of project costs. The Parties agree that this paragraph does not permit any increase in the COUNTY'S tax increment payment participation in the ZONE. Any increased participation shall require a formal amendment to this Agreement as set forth in Paragraph IV., B.6 and VI.I below.

- 5. If the County believes that LF TIRZ #2 has materially breached this Agreement, CAMERON COUNTY may provide written notice to the LF TIRZ #2 and the ZONE Board stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s) regarding any breach. If the objection(s) and/or concern(s) as set out in the notice is (are) not cured within 60 calendar days from the date of such notice, then CAMERON COUNTY shall provide another 60 calendar days notice to the CITY if COUNTY intends to discontinue its Tax Increment Payments and, upon expiration of said notice period, may terminate its participation in the ZONE. Failure to submit an annual report or audit to the Cameron County Commissioners Court, as required by Section VI.K., shall be considered a material breach of this Agreement.
- 6. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, CAMERON COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any debt.
- 7. Notwithstanding anything in this Agreement to the contrary, CAMERON COUNTY'S total Tax Increment payment to the Tax Increment Fund over the term of this Agreement is estimated to be \$7,005,793.
- 8. Details of this arrangement that are not specifically addressed in the agreement are to be consistent with all the exhibits including the "Preliminary Project Plan and Reinvestment Zone Financing Plan" attached herein.

C. Management of the ZONE

- The LF TIRZ #2 Board or a Local Government Corporation Board authorized by the City to manage the TIRZ are the only entities any responsible for managing or administering the Projects. CAMERON COUNTY may inspect the Project sites and review Project plans and drawings at times and intervals, which will not interfere with ongoing operations.
- 2. The ZONE BOARD shall be composed of seven (7) members, as provided under Section 311.009(a) of the Texas Tax Code. CAMERON COUNTY shall have the right to appoint one (1) member to the ZONE BOARD. Failure to timely appoint a member does not waive the County's right to appoint one member to the ZONE BOARD. The COUNTY appointee shall automatically also serve on the Local Government Corporation, should it be created.

D. Expansion of the ZONES

The obligation of CAMERON COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "C" attached hereto. CAMERON COUNTY'S participation shall not

extend to the Tax Increment on any additional property added to the ZONE by the LF TIRZ #2 unless CAMERON COUNTY approves such participation in writing.

V. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2045 unless earlier terminated as provided in this Agreement (the "Agreement Term"). Subject to the terms of this Agreement, CAMERON COUNTY agrees to participate under this Agreement, beginning with the 2025 tax year and ending in accordance with the terms provided in this Agreement. The Parties agree and understand that CAMERON COUNTY'S Tax Increment Payments will not be made after December 31, 2045 except for Tax Increment levies generated during the life of the ZONE but collected after December 31, 2045 subject to the limitations set out in paragraph IV.A.2, of this Agreement.

B. Early Termination

- 1) Neither LF TIRZ #2 nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified in this Agreement, unless the purpose for the ZONE no longer is deemed feasible by the LF TIRZ #2 and ZONE BOARD.
- 2) In the instance that either the City of Los Fresnos, or Cameron County, or both find an alternative grant or governmental source of revenue to finance the project costs for set forth in B(7) of this agreement, which amount is intended to finance costs associated with the extension of Whipple Road, from FM 1575 to through the development, the County's total contribution may be reduced by an equal amount to the total alternative source of funding, once that source of funding has been acquired and expended toward the construction of Whipple Road.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro-rate basis in accordance with Section 311.014(d) of the Texas Tax Code.

VII.MISCELLANEOUS

A. Understanding

Any and all costs incurred by the LF TIRZ #2 are not, and shall never become general obligations or debt of CAMERON COUNTY. The eligible project costs incurred by the LF TIRZ #2 shall be payable solely from the Tax Increment Fund in the manner and priority provided in this Agreement. There shall also be no recourse against any Participating Taxing Entity, public official, ZONE, or ZONE BOARD if all, or any part of the LF TIRZ #2's costs are not reimbursed. It is recognized by the ZONE BOARD that the Project Plan does not forecast sufficient tax revenues to reimburse the LF TIRZ #2 for all its estimated contributions or costs. It is expected that the project costs not fully covered by the tax revenues may be paid by revenues received from any lawful source.

B. Severability

- 1. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice any Party hereto in its respective rights and obligations contained in the valid terms, covenants, or conditions hereof.
- 2. In the event any term, covenant, or condition shall be held invalid and said invalidity substantially impairs a material right of a Participating Taxing Entity or any ZONE BOARD, then this Agreement shall be void as to that Participating Taxing Entity and that Participating Taxing Entity shall have no further obligation to contribute any future Tax Increment Payments to the Tax Increment Funds. In such a situation, the Parties hereto agree that the Tax Increment Funds shall not refund any prior Tax Increment Payments under this provision of this Agreement.

C. Entire Agreement

The Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the Los Fresnos City Council, acting on behalf of the LF TIRZ #2 and only the CAMERON COUNTY

Commissioners Court have authority to change or amend this Agreement on behalf of LF TIRZ #2 or CAMERON COUNTY, respectively.

E. Notices

All Notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received or, (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party at the address prescribed in Section 1 of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, an to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future or failure of performance.

G. Assignment

Except for the LF TIRZ #2 's right to assign and delegate this Agreement and the performance of obligations to the ZONE BOARD, no Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties and no Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties. All Parties to this Agreement understand and recognize that only the Los Fresnos City Council and the CAMERON COUNTY Commissioner's Court have authority to approve a delegation or assignment of this Agreement.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any elected official, or agent of a Party to this Agreement.

I. Project Plan

The Parties agree an amendment to any Project Plan shall not apply to CAMERON COUNTY unless CAMERON COUNTY approves the amendment as provided in this Agreement if such amendment to any Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by CAMERON COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of any ZONE set forth in its Project Plan.

J. No Waiver of Immunity

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance or non-performance of the covenants contained herein.

K. Access to Financial Information

The LF TIRZ #2 shall conduct or cause to be conducted, at a minimum, an annual audit of the Zone Fund by March 30th of each year during the term of the Agreement, a copy of which will be provided to CAMERON COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. Further, in accordance with Section 311.016 if the Texas Tax Code, the LF TIRZ #2 shall prepare and deliver an annual report to the Cameron County Commissioners' Court no later than January 1st of every year for the duration of the Agreement. No Payments will be made by CAMERON COUNTY unless the Cameron County Commissioners' Court has received the annual report by the LF TIRZ #2.

L. ZONE Designation

LF TIRZ #2 represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code, and said designation also complies with Texas Attorney General Opinion No. JC-0152 (December 8, 1999).

IN WITNESS HEREOF, the City of Los Fresnos, LF TIRZ#2, and CAMERON COUNTY have made and executed this Agreement in triplicate originals on this XXXXXXX 2023.

City of Los Fresnos, Texas	Cameron County, Texas
Alejandro Flores, Mayor	Eddie Treviño, Jr., County Judge
Attested By:	Attested By:
Jacqueline Moya, City Secretary	Sylvia Garza-Perez, County Clerk
Alejandro Flores, Chairman LF TIRZ #2 Board of Directors	Attested by :

1.E.4

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5239

ACTION ITEM (ID # 5239)

Consideration and ACTION to approve a Service Agreement with The University of Texas Health Science Center.

This is the extension of the Community Health Program we are a part of. The contract is for \$60,000 which is the same as it was the last few years and what you approved in the budget. This remains a terrific program for the City. Our area residents support it tremendously and Los Fresnos' program is a model for all other cities.

I recommend approval.

Updated: 12/6/2023 5:43 PM by Mark Milum

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on the date of last signature, by and between The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and City of Los Fresnos ("Contractor").

RECITALS

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

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

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

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

Staff, Equipment, and Training

- Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their municipality, which include the promotion of SNAP Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW leaves this position, a new CHW must be hired within 60 days. The contractor will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW in order to protect the contractor and participant.
- Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, stadiometer, and access to phone for contacting participants. Specifications for these equipment items will be provided by University.
- Contractor will ensure that the CHW has a workspace, including venues to host exercise classes, DPP classes, and The Happy Kitchen/La Cocina Alegre™ classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants. Contractor is expected to comply with University policies and regulations for COVID-19 safety procedures.

Participation in Program Meetings

 Contractor municipal leadership representatives will participate in a minimum of 2 TSSC City/County Leader meetings or seminars organized by University between October 1, 2023 and September 30, 2024.

- Contractor will ensure CHW participates in monthly meetings and seminars organized by University. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW is unable to attend a monthly meeting, a representative is required to attend in place of the CHW.
- Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

Community Coalition

- Contractor will ensure participation in an established local community coalition; if one does
 not exist, the Contractor will create a local community coalition. The purpose of this coalition
 is to help give contractor insight into additional strategies for creating a healthy community
 by involving community members and organizations to provide feedback and concerns.
 Contractor and community actions or improvements related to items discussed during the
 meetings should be documented.
 - Contractor municipal leadership representative must attend or host a minimum of 2 coalition meetings by September 30, 2024. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
 - Contractor must submit agendas, sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after the coalition meeting was held.
 - Contractor will work with the following partners in an effort to avoid the duplication of efforts: UTHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. Contractor will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

Contractor will implement all TSSC components during the contract period, which are comprised of: mass media, social support, risk factor screening, education, and environmental infrastructure change and policies supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

- TSSC 2024 Education Modules
 - Contractor will ensure CHWs attend the TSSC module training and deliver the updated educational modules to all participants enrolled starting in January 2024.
- Risk Factor Screening and Follow-up
 - Contractor will ensure that at least 175 individuals with risk factors for chronic disease are **enrolled** in the TSSC program between October 1, 2023 and September 30, 2024. Contractor will offer all TSSC components with enrolled participants and document participant changes as prescribed by University.
 - 30% of 175 (53 participants) may be reactivated from previous year.
 - Criteria for reactivation:
 - Participant was enrolled in a previous fiscal year, but has not received four or more TSSC educational modules (i.e. has less than four visits with a CHW)

- The University set up a referral process to support individuals who are at risk of or living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.
- The contractor will refer 50 new (not reactivated) participants (of the 175) to the University for research studies investigating the effects of TSSC.
 These 50 newly enrolled participants will be consented and receive an incentive for their participation in the research studies.
- Contractor will ensure CHWs provide a minimum of 1 baseline plus 3 follow-up visits to at least 75 enrollees of the 175 enrollees in which approved educational modules from the TSSC curriculum are shared.
 - In order to accomplish this, all participants will need to be enrolled in the first two quarters of the contract year to allow adequate time for follow-up. The modules can be delivered in group or individual settings but must be documented by individual in order to receive credit for the delivery.
 - Participants in FFY 2024 must have a minimum of 3 follow-up visits, in addition to the enrollment visit (i.e. a minimum of four visits with a CHW), in which TSSC content modules are delivered. Participants "graduate" from CHW follow-up upon completion of all six TSSC modules administered through six different CHW visits.
- Contractor will work with University representatives to improve the percentage of participants who meet **physical activity recommendations** (per HHSC specifications) as part of the TSSC program. A minimum of 45% of TSSC participants who receive a follow-up must report increased physical activity. Follow-up must be conducted by September 30, 2024.
- Contractor will work with University representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the TSSC program. A minimum of 35% of TSSC participants who receive a follow-up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow-up must be conducted by September 30, 2024.

Mass Media

- Contractor will ensure CHW utilizes the monthly TSSC newsletter provided by University as part of enrollment and follow-up visit procedures. The newsletters should be provided to enrolled participants and relevant sections should be discussed with participants (e.g. role model, recipe, tips, upcoming events).
- Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).
- Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis (by the 15th day of the month preceding) to be posted on various University-run platforms.
- Social Support for Lifestyle Change

- Contractor will secure a minimum of 3 venues for group exercise offerings starting
 October 1, 2023 and maintain group exercise offerings at 3 venues until September 30, 2024.
- Contractor will ensure that a minimum of 12 free exercise classes per week are implemented by October 1, 2023. Contractor will maintain the availability of 12 classes per week until September 30, 2024. The free exercise classes must be taught by or coordinated by the CHW.
 - All exercise classes should include nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding.
 - The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.
 - Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University. Notice of known cancellations must be sent to University with adequate time to alert the public. Additions to the schedule must be sent to University by the 15th of each month in anticipation of the coming month.
 - Contractor is expected to abide by University recommendations for adjusting method of class delivery in response to changing population health needs, such as COVID-19 rates in the region. This includes moving to virtual platforms or returning to in-person indoor or outdoor venues.
- Contractor will actively promote and participate in The Challenge-RGV 2024 activities including the initial weigh-in events (January), midpoint weigh-in events (March), and weigh-out events (April). Participation includes ensuring that the CHW hosts a weigh-in within their community; attends at least one event hosted by the University during kick-off, mid-point, and finale; recruits wellness partners within their communities; and provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge 2024 is moved to a virtual event only, participation will be expected virtually.
 - Challenge-RGV participants registered at municipalities and eligible for CHW follow-up will be enrolled in the TSSC program and count towards the 175 participant recruitment goal.

Education

- Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.
- Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum or Prevent T2.
 - Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
 - Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2024.

- Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, or contractor does not assist with class indicated by DDP team, the total value of the contract will be less the specified amount of DPP classes.
- The certified DPP coach is required to shadow at least 3 DPP class sessions prior to launching their own or assisting with a DPP program.
- Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
- Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
- The contractor must agree to and the CHW must participate in observations of the delivery of course content for monitoring purposes.
- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Environmental Infrastructure Change & Policy
 - Contractor will work with University and other community organizations to consider environmental infrastructure changes (such as Caracara Trails, sidewalk, on-road bike designations, community gardens, etc.) and policies to promote health (such as tobacco free ordinances, increased fruit and vegetable intake in schools, etc.) to promote health to the residents of their community.

Tracking Participant Data and Program Information

- Contractor will work with University to ensure the CHW is trained to use the My Own Med (also known as RespondHealth) database system.
- Contractor will ensure that the CHW enters all required data into the My Own Med data system on a weekly basis, including:
 - o Information about participants enrolled in the TSSC program.
 - o Information about participant's insurance status and financial income.
 - Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).
- Contractor will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 175 enrolled participants.
 - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.

- Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.
- Contractor will ensure CHW submits all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.
- Contractor will ensure CHW submits any and all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
- Contractor will submit the Project Status Form to University on a monthly basis to document progress towards metrics.
- Contractor will participate in UTHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: module delivery by individual, implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow-up visit outcomes.
- Contractor will submit documentation of all other TSSC-related items including, but not limited to, partnerships with local businesses and organizations, newspaper articles, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

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

- 2. <u>Duration of Agreement:</u> This Agreement shall be effective date of last signature and shall terminate on 09/30/2024.
- 3. <u>Compensation:</u> University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger. All invoices are paid 'Net 30 Days' from receipt of invoice.

Reimbursement will occur based on the following tiered structures. 50% of the total payment is based on participants recruited, and 50% of the total payment is based on exercise classes delivered.

NEW/REACTIVATED PARTICIPANTS

Note: Goal is to recruit 175 participants within FFY 24 and to deliver educational modules (1 baseline visit plus 3 follow-up visits) to 75 people.

Tiers	Goal Achievement Range	Enrollees receiving educational modules	Reimburseme nt
100%	100% +	75	\$30,000.00
75%	75 - 99%	60	\$22,500.00
50%	50 – 74%	45	\$15,000.00
25%	25- 49%	30	\$7,500.00
0%	0-24%	0	\$0.00

EXERCISE CLASSES

Note: Goal is to maintain a minimum of 12 weekly exercise classes in 3 venues within FFY 24.

Tiers	Goal Achievement	Classes (avg/month)	Reimbursement
100%	83.3-100% +	10-12	\$30,000.00
75%	75%	9	\$22,500.00
50%	50%	6	\$15,000.00
25%	25%	3	\$7,500.00
0%	0%	0	\$0.00

Contractor must demonstrate fulfillment of these services to receive payment. If contractor does not invoice for a minimum of \$30,000 by April 15, 2024, University may choose to terminate this Agreement.

The total value of this Agreement shall not exceed \$60,000.00.

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

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

9. <u>Notices:</u> Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University: To Contractor:

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

City of Los Fresnos 520 East Ocean Blvd Los Fresnos, Texas 78566

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

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

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

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

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

Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

- 14. <u>Termination:</u> University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; <u>provided, that,</u> Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 15. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 16. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
- 17. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as

disclosure poses no material risk.

- 18. <u>Limitation of Liability:</u> Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
- 19. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 20. <u>Franchise Tax Certification:</u> If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
- 21. <u>Eligibility Certification:</u> Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 22. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 23. <u>Texas Family Code Child Support Certification:</u> Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

Revised 09/02/2022

- (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
- (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
- (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 26, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.
- 27. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
- 28. <u>Integration:</u> This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

Revised 09/02/2022

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

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

CITY	OF LOS FRESNOS	THE UNIVERSITY OF TEXAS HEAL SCIENCE CENTER AT HOUSTON				
Ву:	Signature	Ву:	Signature (Authorized Purchasing Agent)			
	Typed Name		Typed Name			
	Title		Title			
	Date		Date			
			PO Number			

1.E.5

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Resolutions Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC <u>ID: 5226 A</u>

ACTION ITEM (ID # 5226)

Consideration and ACTION to approve a resolution adopting required CDBG Civil Rights policies.

This is a requirement for the CDBG grant funding we received for comprehensive planning.

I recommend approval.

Updated: 12/8/2023 2:43 PM by Jacqueline Moya A

Resolution 22-2023 Regarding Civil Rights City of los fresnos, Texas

This Reso	olutio	on was introd	uced a	ınd su	bmitted	l to the C	ity Cou	ıncil for pa	assage	e and ad	loption. Aft	ter present	ation		
and	dis	cussion	of	the	Э	Resoluti	on,	a	motio	on	was	made	by		
								that	the F	Resolutio	on be final	ly passed	and		
adopted	in	accordance	with	the	City's	Home	Rule	Charter.	Т	he mot	tion was	seconded	d by		
							aı	nd carried	by th	the following vote:					
Mavor Ale	eian	dro Flores								For	Against	Absta	ained		
•	•	er Alberto Es	cobed	0							Against				
Councilm	emb	er Juan Mun	oz							For _	Against	Absta	ained		
Councilm	emb	er Gabriela F	ernan	dez						For _	Against	Absta	ained		
Mayor Pro	o-Te	em Luis Gonz	alez							For	Against	Absta	ined		
Councilm	emb	er Terry Vins	on							For	Against	Absta	ined		
Whereas,	Whereas, City of Los Fresnos, Texas, (hereinafter referred to as "City of Los Fresnos") has been awarded a														
Communit	ty De	evelopment Bl	lock Gr	ant –	Mitigatio	n, Resili	ent Con	nmunities	Progra	am (CDB	G-MIT RCF	P) grant froi	m the		
Texas Ge	nera	I Land Office	(herein	after r	eferred	to as "Gl	_O");								

Whereas, City of Los Fresnos, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT RCP activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, City of Los Fresnos, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, City of Los Fresnos, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT RCP project area;

Whereas, City of Los Fresnos, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, City of Los Fresnos, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT RCP project;

Whereas, City of Los Fresnos, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds: and

Whereas, City of Los Fresnos, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, City of Los Fresnos, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

1.E.5.a

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOS FRESNOS, TEXAS, THAT CITY OF LOS FRESNOS ADOPTS THE FOLLOWING:

- 1. Citizen Participation Plan and Grievance Procedures;
- 2. Excessive Force Policy;
- 3. Limited English Proficiency (LEP) Standards Plan;
- 4. Section 504 Policy and Grievance Procedures;
- 5. Code of Conduct Policy; and
- 6. Fair Housing Policy.

Passed and approved this da	y of, 2023.
	Alejandro Flores
Signature of Elected Official	Printed Name of Elected Official
City of Los Fresnos	

LOS FRESNOS
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION, RESILIENT COMMUNITIES
PROGRAM (CDBG-MIT RCP)

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation, Resilient Communities Program (CDBG-MIT RCP) and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Los Fresnos offices, 520 E. Ocean Blvd., Los Fresnos, Texas 78566 (Address), (956) 233-5768 (Phone), during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT RCP project.

- 1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT RCP project(s), whether it is a proposed, ongoing, or completed CDBG-MIT RCP project(s), may during regular business hours submit such complaint or grievance, in writing to the City Manager of Los Fresnos at 520 E. Ocean Blvd., Los Fresnos, Texas 78566 or may call (956) 233-5768.
- 2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
- 3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
- 4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
- 5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT RCP for their further review and comment.
- 6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

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

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or subtraction of a HUD activity, the City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT RCP funds. These efforts shall include:

- 1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT RCP funds are proposed to be used:
- 2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT RCP funds;
- 3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT RCP funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT RCP funds
 - c) the estimated amount of the CDBG-MIT RCP funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT RCP activities likely to result in displacement and the entity's anti- displacement and relocation plan;
- 4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location, or beneficiaries as defined by criteria established by the state. Additional criteria may include:
 - a) A variance in quantity (ies) by more than 15%;
 - b) A variance in total beneficiaries by more than 25%;
 - c) Addition or deletion of a defined target benefit area;
 - d) Addition or deletion of a HUD activity (ex. water improvements, sewer improvements); or
 - e) Addition of acquisition activities or activity within a floodplain or floodway
- 5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT RCP applicant or recipient, the following public hearing provisions shall be observed:

- 1. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- 2. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able

to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two (2) days prior to each hearing.

- 3. When a significant number of non-English speaking residents are part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
- 4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.
- 5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
- 6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

	Alejandro Flores, Mayor
Signature	Name, Title
Date	

LOS FRESNOS PLAN DE PARTICIPACIÓN CIUDADANA PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE DESARROLLO COMUNITARIO - MITIGACIÓN, PROGRAMA DE COMUNIDADES RESILIENTES (CDBG-MIT RCP)

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario Mitigación, Programa de Comunidades Resilientes (CDBG-MIT RCP) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en Los Fresnos, 520 E. Ocean Blvd., Los Fresnos, Texas 78566 (Dirección postal), (956) 233-5768, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-MIT RCP.

- Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-MIT RCP, ya sea un proyecto propuesto, en curso o completado de CDBG-MIT RCP, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al City Manager, a Los Fresnos, 520 E. Ocean Blvd., Los Fresnos, Texas 78566, (956) 233-5768.
- 2. Una copia de la queja o reclamo se transmitirá por City Manager a la entidad que es encargada de la queja o reclamo y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o dia que el reclamo fue recibida.
- 3. City Manager completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
- 4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
- 5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-MIT RCP para su posterior revisión y comentarios.
- 6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos CDBG-MIT RCP. la Ciudad, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

En casos de un cambio en el alcance o impacto para los beneficiarios que resulte en un aumento o disminución del 15% en las cantidades, una variación del 25% en el número de beneficiarios, aumento o disminución de un área beneficiaria específica, o suma o resta de una actividad de HUD, la Ciudad proporcionará un aviso público

razonable para la evaluación, examinación y comentarios sobre las actividades propuestas para el uso de fondos de CDBG-MIT RCP. Estos esfuerzos incluirán:

- 1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT RCP;
- Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT RCP por parte de la entidad;
- 3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT RCP que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT RCP
 - c) La cantidad estimada de los fondos CDBG-MIT RCP que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-MIT RCP que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
- 4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, las actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado. Criterios adicionales pueden incluir:
 - a) Una variación en cantidad(es) de más del 15%;
 - b) Una variación en el total de beneficiarios de más del 25%;
 - c) Adición o eliminación de una zona de beneficio objetivo definida;
 - d) Adición o eliminación de una actividad de HUD (ej. mejoras del agua, mejoras de alcantarillado); o
 - e) Adición de actividades de adquisición o actividad dentro de una llanura aluvial o vía de inundación
- 5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG].

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT RCP, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada

aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

- 2. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
- 3. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
- 4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete debe ser presente para acomodar las necesidades de los residentes que no hablan inglés.
- 5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
- 6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

	Alejandro Flores, Alcalde
Firma	Nombre, Título
Fecha	

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Los Fresnos hereby adopts and will enforce the following policy with respect to the use of excessive force:

- 1. It is the policy of City of Los Fresnos to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
- 2. It is also the policy of City of Los Fresnos to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- 3. City of Los Fresnos will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Los Fresnos, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature	Alejandro Flores, Mayor Name, Title
 Date	

Limited English Proficiency Plan – 23-160-015-E338

Texas General Land Office

Community Development Block Grant-Mitigation, Resilient Communities Program

Grant 9	Subrecipient:	City of Los Fresnos
Comm	unity Population:	7,372
LEP Po	opulation:	1,997
		27.1%
	ages spoken: by more than 5% of the eligible population or	Spanish
')	beneficiaries and has more than 50 in number	Оранын
2)		
	beneficiaries but has 50 or less in number	
3)	by 1,000 or more individuals in the eligible population	
	in the market area or among current beneficiaries	
Duggung	om activities to be accessible to LED never and	
Progra	am activities to be accessible to LEP persons: Public Notices and hearings regarding applications for grant	funding amendments to project activities, and completion
<u></u>	of grant-funded project	runding, amendments to project activities, and completion
×	Publications regarding CDBG-MIT RCP application, gri	evance procedures, complaint procedures, complaint
	procedures, answers to complaints, notices, notices of i	rights and disciplinary action, and other vital hearings,
	documents, and program requirements	
×	Other program documents:	pioring if applicable
	Documents available in Spanish for directly assisted benefic	лапеѕ, іг арріїсавіе.
	rces available to Grant Recipient:	
×	Translation services: available upon request	
×	Interpreter services: available upon request with prior notice	
	Other resources:	
Langu	age Assistance to be provided:	
×	Translation (oral and/or written) of advertised notices and vita	al documents for:
-	Public hearing, Complaint and Grievance, Equal Opportunity	
	and Fair Housing notices are available in Spanish. Other CDB	G required program notices are available in Spanish upon
	request.	
×	Referrals to community liaisons proficient in the language of l	EP nersons
	Spanish-speaking liaisons are available upon request.	-El polocilo
×	Public meetings conducted in multiple languages:	
	Available upon request with two (2) days advance notice.	
×	Notices to recipients of the availability of LEP services:	
	Included in translated notices.	
	Other services:	
Signatu	ıre - Chief Elected Official or Civil Rights Officer	Date
-	Č	

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Los Fresnos hereby adopts the following policy and grievance procedures:

- 1. <u>Discrimination prohibited.</u> No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
- 2. City of Los Fresnos does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
- 3. City of Los Fresnos's recruitment materials or publications shall include a statement of this policy in 1. above.
- 4. City of Los Fresnos shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
- 5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT RCP program, City of Los Fresnos shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT RCP program.

6. Grievances and Complaints

- a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Los Fresnos to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
- b. Complaints should be addressed to the City Manager, 520 E. Ocean Blvd., Los Fresnos, Texas 78566 or call (956) 233-5768, who has been designated to coordinate Section 504 compliance efforts.
- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Los Fresnos relating to the complaint files.

Packet Pg. 86

- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Los Fresnos within ten (10) working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Los Fresnos complies with Section 504 and HUD regulations.

Signature	Alejandro Flores, Mayor Name, Title
Date	

Code of Conduct Policy of City of Los Fresnos

As a Grant Recipient of a CDBG-MIT RCP contract City of Los Fresnos shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT RCP contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Los Fresnos shall participate in the selection, award, or administration of a contract supported by CDBG-MIT RCP funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Los Fresnos shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT RCP funds, that has any CDBG-MIT RCP function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT RCP activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT RCP contract or award, or that is required to complete some or all work under the CDBG-MIT RCP contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT RCP contract or award, or that is required to complete some or all work under the CDBG-MIT RCP contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT RCP awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT RCP funding.

Any alleged violations of these standards of conduct shall be referred to the City of Los Fresnos Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature	Alejandro Flores, Mayor Name, Title
Date	

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant – Mitigation, Resilient Communities Program (CDBG-MIT RCP). The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, City of Los Fresnos hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

- 1. City of Los Fresnos agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
- 2. City of Los Fresnos agrees to plan at least one activity during the contract term to affirmatively further fair housing.
- 3. City of Los Fresnos will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Los Fresnos, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

	Alejandro Flores, Mayor
Signature	Name, Title
Date	

1.E.6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Grant Prepared By: Bianca Huerta Initiator: Bianca Huerta

Sponsors:

DOC ID: 5213 A

ACTION ITEM (ID # 5213)

Consideration and ACTION to approve a resolution authorizing signatories for GLO Resilient Communities Program grant CDBG-MIT 23-160-015-E338.

This authorizes the proper required signatures for the comprehensive planning grant we received for \$165,270.

I recommend approval.

Updated: 12/8/2023 2:48 PM by Jacqueline Moya A

RESOLUTION 21-2023 AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY OF LOS FRESNOS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION, RESILIENT COMMUNITIES PROGRAM (CDBG-MIT RCP) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 23-160-015-E338

This Res and		on was introd cussion	uced a of	nd su		I to the C Resoluti		a	mo	~	was	made	e by
adopted	in	accordance	with	the	City's	Home		Charter.		The motion the following	on was	• .	
Councilm Councilm Councilm Mayor Pr	nemb nemb nemb ro-Te	dro Flores per Alberto Es per Juan Mund per Gabriela F em Luis Gonz per Terry Vins	oz ⁻ ernan alez							For For For For For	_ Agains _ Agains _ Agains _ Against	st / st / st /	Abstained Abstained Abstained Abstained
		City of Los Fi Program awa					-	-	men	t Block Gra	ınt – Miti	gation	, Resilien
		t is necessar e Texas Gene					ecute c	ontractua	l do	cuments an	d docum	nents r	requestinç
		an original sig itted with a co					RCP De	epository/	Auth	orized Sign	atories D	esigna	ation Form
illness, re	esigr a re resc	City of Los French lations, etc.) to esolution station plution names vised CDBG-	he follong the only the	owing new ne title	will be author and no	required ized sigrout the na	: natory me of t	(A new r	esol ory);	lution is not	t require		
NOW, TH	IER	EFORE, BE I	T RES	OLVE	ED BY 1	THE CIT	Y OF L	OS FRES	SNO	S, TEXAS,	AS FOL	Lows	} :
the Texa	s Ge	The City Mana neral Land O Program.											
Voucher	and	The City Man Request for I Block Grant	₽ayme	nt Fo	rm docu	uments re	equired	for reque	estin				
	spor	The Mayor an sible entity (F											
PASSED	AN	D APPROVE	D BY	ГНЕ (CITY OF	LOS FI	RESNO	S, TEXA	S , o	n			, 2023.
APPROV	/ED:							ATT	EST	Γ:			
Mayor						_		City	Sec	cretary			

1.E.7

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5214)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Proclamation Prepared By: Bianca Huerta Initiator: Bianca Huerta

Sponsors:

DOC ID: 5214 A

Consideration and ACTION to approve a Proclamation declaring April as Fair Housing Month in the City of Los Fresnos.

1.E.7.a

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of Los Fresnos, do proclaim April as Fair Housing Month in City of Los Fresnos and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City of Los Fresnos, \$2023.	State of Texas, on the	day of	,
APPROVED:			
Mayor			
ATTEST:			
City Secretary			

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5215)

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5215 A

Consideration and ACTION to approve the first reading of an ordinance granting to AEP Texas INC., its successors and assigns, a non-exclusive franchise to construct, maintain, and operate lines and appurtenances and appliances for conducting electricity in, over, under, and through the streets, avenues, alleys, and public places of the City of Los Fresnos, Texas.

The AEP (American Electric Power) franchise agreement expires in 2023. This the renewal and is under the same terms as the prior agreement except as now regulated by Texas Public Utilities Regulatory Act. It is for 30 years like the prior agreement but instead of 4% of gross electric sales, it is a factor of \$0.002844 per kilowatt hour multiplied times the number of kilowatt hours delivered to retail customer in the city as set by Texas Public Utilities Regulatory Act.

The amounts annually over the last few years is as follows:

2019-2020 \$191,366.24 2020-2021 \$191,279.00 2021-2022 \$203,169.77 2022-2023 \$203,192.12

I recommend approval.

ORDINANCE 552

AN ORDINANCE GRANTING TO AEP TEXAS INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE LINES AND APPURTENANCES AND APPLIANCES FOR CONDUCTING ELECTRICITY IN, OVER, UNDER, AND THROUGH THE STREETS, AVENUES, ALLEYS, AND PUBLIC PLACES OF THE CITY OF LOS FRESNOS, TEXAS

This ordinance was introduced and submitted to the City Council for passage and adoption after the second reading of the Ordinance. After presentation and discussion of the Ordinance,			
		tha	t the
cordance with	the City's He	ome Rule Cl	arter.
ıs	seconded		by
	and	carried by	the
For	Against	_ Abstained	
For _	Against	_ Abstained	
For _	Against	_ Abstained	
For	Against	_ Abstained	
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For	Against	_ Abstained	
	resentation and cordance with as For For For For For For For For	resentation and discussion of cordance with the City's He seconded and and For Against For	resentation and discussion of the Ordinar that cordance with the City's Home Rule Ch

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS, AND A MAJORITY OF MEMBERS CONCURRING:

SECTION 1: That AEP Texas Inc., a corporation organized under the laws of the State of Delaware, its successors and assigns, ("Company") is granted the non-exclusive right, privilege, franchise, and authority until October 26, 2053, to acquire, construct, maintain, and operate in, above, under, across, over, and along the streets, alleys, thoroughfares, bridges, and public places ("Public Rights-of-Way"), as the same now exist or may hereafter be laid out in the City of Los Fresnos, State of Texas (the "City"), lines for the transmission and distribution of electric energy and services incidental thereto, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances as currently installed or that may be installed in the future including but not limited to electric substations, underground conduits, poles, towers, wires and transmission and distribution lines, and fiber

optic cable and telegraph and telephone wires for audio, video, and data communications for use in support of transmission and distribution operations and the electric system and grid and matters appurtenant thereto, all for the purpose of transmitting and distributing electrical energy to the City and its inhabitants, and persons and corporations within and beyond the limits thereof for light, heat, power, and any other purpose or purposes for which electric energy is now or may hereafter be used, and to license or lease space on or within Company's poles, conduit, and appurtenant facilities for the attachment of third-party facilities, and for all other facilities Company deems reasonably necessary for the provision of safe, reliable, and economical electric service to the City.

SECTION 2: Poles and towers must be erected so as not to interfere unreasonably with traffic over streets and alleys, and the City may make and impose reasonable requirements fixing the location of poles, towers, and conduits, provided that no such requirement may be unreasonably burdensome upon Company or unreasonably interfere with the operation or maintenance of its facilities.

SECTION 3: The City grants to Company permission to cut down, trim, remove, and otherwise control using herbicides or tree growth regulators, any trees, branches, vegetation, or brush upon and overhanging the Public Rights-of-Way of the City in the vicinity of Company's electric facilities where such trees and other vegetation, in Company's reasonable opinion, may endanger the safety of Company's personnel or interfere with the construction, operation, or maintenance of Company's facilities or ingress or egress to, from, or along the Public Rights-of-Way.

SECTION 4: Company shall fully indemnify and save the City harmless from all damage, loss, action, or cause of action arising in whole or in part from Company's exercise of

any of its rights, privileges, franchises, and obligations hereunder except to the extent arising out of the City's negligence or willful misconduct.

SECTION 5: For and as full consideration and compensation for this franchise and the rights, privileges, and easements granted and conferred thereby and as rental for the use of the Public Rights-of-Way within or that may in the future be within the City, Company must pay the City an amount calculated in accordance with the methodology prescribed by applicable law as it exists today in the form and substance of the Texas Public Utilities Regulatory Act (PURA) Section 33.008(b), Texas Utilities Code, currently the product of a factor of \$0.0028440000 per kilowatt hour multiplied times the number of kilowatt hours delivered by Company to retail customers within the City's boundaries as such charge may be revised from time to time in accordance with Section 33.008(b) of the Texas Utilities Code or any other applicable provision of law regarding franchise fee payments. A payment made based on the foregoing applicable law or any change, modification, or replacement thereof will be made each month throughout the term provided for in this ordinance, with each such payment to be made on the first business day of the second month following the month in which the deliveries occurred, for the billing cycle for that month.

The City must notify Company in writing of newly annexed and de-annexed areas. The notice must include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. The Company will have no responsibility for commencing payments to the City for kilowatt hours delivered in newly annexed areas until it has received the City's notification. Upon the City's notification and beginning the 91st day after receipt of such notice, Company will commence payments to the City for kilowatt hours delivered in each

3

#3149561v1

newly annexed area and will make any appropriate adjustments in payments reflecting over deliveries of kilowatt hours in any prior month resulting from inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over deliveries in de-annexed areas must be made back to the effective date of the ordinance.

SECTION 6: References made in this ordinance to the City or Company will include the respective successor or assign of either the City or Company, and all rights, privileges, franchises, and obligations contained in this ordinance will bind and benefit each successor or assign, in which event the predecessor of each successor or assign is divested of all such rights, privileges, franchises, or obligations, whether so expressed.

SECTION 7: The terms and provisions of this franchise are joint and several, and the invalidity of any part will not affect the validity of the remainder of the franchise.

SECTION 8: This ordinance will take effect from and after the earliest period allowed by law if Company must file its written acceptance of this ordinance within ninety days after its adoption. Once this ordinance takes effect, the electric franchise under which the City has been operating until this time will stand surrendered.

SECTION 9: The City and Company agree that to the extent each sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

INTRODUCED, R	EAD FOR T	HE FIRST	TIME,	AND PASS	SED to the second
reading at a regular meeting	ng duly and	regularly call	led and	held on the	e day of
	, 2023, by the f	following vot	e:		
Mayor Alejandro Flores Councilmember Albert Esc Councilmember Juan Mund Councilmember Gabriela F Mayor Pro-Tem Luis Gonz Councilmember Terry Vins	z ernandez alez		_ For _ For _ For _ For	_ Against _ _ Against _ _ Against _ _ Against _	Abstained Abstained Abstained Abstained Abstained Abstained
INTRODUCED, R	EAD FOR TH	HE SECOND	TIME	, AND FINA	ALLY PASSED
AND ADOPTED in writte	n form at a reg	ular meeting,	duly an	d regularly c	called and held on
the day of		, 2023, by	the follo	owing vote:	
Mayor Alejandro Flores Councilmember Albert Escobedo Councilmember Juan Munoz Councilmember Gabriela Fernandez Mayor Pro-Tem Luis Gonzalez Councilmember Terry Vinson			_ For _ For _ For _ For	Against Against Against Against	_ Abstained _ Abstained _ Abstained _ Abstained _ Abstained _ Abstained
APPROVED, this the	day of		, 202	23.	
	The Honoral	ble Mayor of ne	the City	of Los Fres	nos, Texas
ATTEST:					
ATTEST.					
City Secretary					
Printed Name					

ACKNOWLEDGMENT

STATE OF TEXAS	8
COUNTY OF CAMERON	§
I, the undersigned, City S	secretary of the City of Los Fresnos, Texas, certify that the
above and foregoing is a true and	I correct copy of a franchise ordinance passed, adopted, and
approved by the City Council of th	ne City of Los Fresnos, Texas, at a meeting duly and regularly
called and held on the day	of, 2023.
IN TESTIMONY WHER	EOF, witness my hand and seal of office, this day of
, 2023.	
	City Secretary of the
	City of Los Fresnos, Texas

ACCEPTANCE OF FRANCHISE			
WHEREAS, the City of Los Fresnos, Texas, by Ordinance/Resolution #			
passed, adopted, and approved at a meeting of the City held on the of,			
2023, granted to AEP Texas Inc., a Delaware corporation, a franchise in accordance with			
applicable law to supply electricity to the City of Los Fresnos, Texas, until (the			
"Franchise Ordinance"); and			
WHEREAS, in compliance with the terms of the Franchise Ordinance, AEP Texas Inc.			
desires to file its written acceptance thereof.			
NOW THEREFORE, AEP Texas Inc., a Texas corporation, acting by its duly authorized			
officer, accepts the Franchise Ordinance and files this acceptance and agrees that it and its			
successors and assigns are and shall be entitled to all the rights, privileges, authority, and			
franchise thereby granted and are and shall be bound by and will comply with all the duties,			
liabilities, terms, and provisions of the Franchise Ordinance.			
IN WITNESS WHEREOF, AEP Texas Inc. has caused this Acceptance of Franchise to			
be executed by its duly authorized officer this theday of, 2023.			
AEP Texas, Inc.			

Ву:___

Gilbert Hughes VP Texas External Affairs

ORDINANCE NO. 238

AN ORDINANCE GRANTING TO CENTRAL POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS A FRANCHISE FOR THE PURPOSE OF OPERATING ITS ELECTRICAL FACILITIES IN, ALONG AND ACROSS ALL PUBLIC STREETS, AVENUES, ALLEYS AND BRIDGES IN SAID CITY; PRESCRIBING THE ANNUAL COMPENSATION DUE THE CITY UNDER THIS ORDINANCE; PRESCRIBING THE CONDITIONS GOVERNING THE USE OF PUBLIC RIGHTS-OF-WAY AND THE PERFORMANCE OF CERTAIN CONSTRUCTION WORK ON PUBLIC RIGHTS-OF-WAY FOR CENTRAL POWER AND LIGHT COMPANY'S FACILITIES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS ORDINANCE BY CENTRAL POWER AND LIGHT COMPANY; AND PROVIDING FOR A TERM AND AN EFFECTIVE DATE.

WHEREAS, CENTRAL POWER AND LIGHT COMPANY (hereinafter referred to as "CPL") is now and has been engaged in the electrical power business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in the CTTY OF LOS FRESNOS, TEXAS (hereinafter referred to as the "City") for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under said laws to the City; and

WHEREAS, CPL has operated its electrical power business in the City under successive ordinances of the City, the last of which was the Ordinance adopted on April 25, 1974, and in order to enhance the ability of CPL to borrow funds for plant and system expansion and improvement, a new franchise agreement extending the term of the existing franchise is requested by CPL; and

WHEREAS, it is to the mutual advantage of both the City and CPL that an agreement should be entered into between CPL and the City establishing the conditions under which CPL shall maintain and construct its physical plant in the City in the future;

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

SECTION I: That there is hereby granted to CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, herein called the "Grantee," the rights, privilege and franchise until 10-26-2023, to construct, maintain and operate in the present and future streets, alleys and public utility rights-of-way or easements (collectively referred to as "public rights-of-way") of the City of Los Fresnos, Texas, as the limits of City now exist and as they may hereafter be extended, and its

successors, electric light and power lines, with all necessary or desireable appurtenances (including underground conduits, poles, tower, wires, transmission lines and communications circuits) for the purpose of supplying electricity to the City, the inhabitants thereof, and persons and corporations within and beyond the limits thereof, for light, heat, power and other related electrical public utility purposes.

SECTION II: (a) Poles, towers, power lines and appurtenances shall be constructed so as not to interfere unreasonably with traffic over streets, alleys and sidewalks, nor interfere with the flow of storm water in any gutter or drain, and the City may make and impose reasonable requirements fixing the location of poles, towers and conduits, provided that no such requirement shall be unreasonably burdensome upon Grantee or unreasonably interfere with the proper operation of said facilities.

(b) The surface of any public street, alley or public right-of-way disturbed by Grantee in the construction or maintenance of its electrical power transmission system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of the work. Should the City reasonably determine, within one (1) year from the date of such restoration, that such surface requires additional restoration work to place it in as good a condition as before the commencement of the work, Grantee shall perform such additional restoration work to the reasonable satisfaction of the City. No public street, alley or public right-of-way shall be encumbered for a longer period than shall be reasonably necessary to execute all work.

SECTION III: The service furnished hereunder to said City and its inhabitants shall be first-class in all respects considering all circumstances and shall be subject to such reasonable rules and regulations as the Grantee shall make from time-to-time.

SECTION IV: The Grantee shall hold the City harmless of and from all expense or liability for any act of neglect of the Grantee hereunder.

SECTION V: For and as full consideration and compensation for this franchise and the rights, privileges and easements granted and conferred thereby and as rental for the use of the streets, alleys, and other public areas within or that may hereafter be within the City, the Grantee shall pay said City four percent (4%) of the Grantee's gross receipts from the sale of electric energy in and for use within

the corporate limits of the City of Los Fresnos for the month of October	, and for
each month thereafter throughout the remainder of the term herein provided for, with e	ach such
payment to be made on the first day of the second succeeding month. If Grantee should ag	ee to pay
to any other municipality which it serves a greater percentage than four percent (4%) of its	aid gross
receipts, Grantee will automatically thereafter pay to the City of Los Fresnos the same perc	entage of
its gross receipts within the City of Los Fresnos derived from the sale of electric energy.	

SECTION VI: This franchise is not exclusive and nothing contained herein shall be construed to prevent the City from granting other like or similar rights and privileges to any other person, firm or corporation.

SECTION VII: This grant is conditioned that the Grantee shall file its written acceptance of this franchise within the ninety (90) days after the adoption of this ordinance and upon such acceptance and completion of all acts necessary to make this ordinance a legal, valid and enforceable obligation in accordance with the requirements of the City of Los Fresnos, Texas, the electric franchise under which Grantee has been operating heretofore in the City of Los Fresnos, Texas, being the electric franchise granted to Central Power and Light Company, its successors and assigns, by an ordinance adopted by the City Commission of the City of Los Fresnos, and approved on April 25, 1974, shall stand surrendered.

CONSIDERED, PASSED AND APPROVED this <u>26</u> day of <u>October</u>

1993, at a regular meeting of the Board of Commissioners of the City of Los Fresnos, Texas, at which a quorum was present and which was held in accordance with Article 6252-17 V.T.C.S., by the following vote, to wit:

AYES:		NAYES:		
1.	Carl Macomb	1.	George Morrison-Absent	
2.	Jean Cheshire	2.		
3.	Mercedes Cantu	3.		
4.	Manuel Abrego	4.		

CERTIFICATION

THE STATE OF TEXAS	§	
COUNTY OF CAMERON	§	8.5
CITY OF LOS FRESNOS	§	
	4	a a
I, <u>Pam Denny</u>	, City S	Secretary of the City of Los Fresnos, Cameron County,
Texas and custodian of records of	said City,	do hereby certify that the foregoing is a true and correct
		of the City of Los Fresnos which was adopted
October 26, 1993	·	
IN WITNESS WHEREC	F, I have h	hereunto subscribed my official signature and impressed
		nis <u>lst</u> day of <u>November</u> , 1993.
	3	City Secretary of the City of Los Fresnos, Texas
		Printed Name

SEAL

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	SIGNED this the 26th day	y of <u>October</u>		.1993.
		CITY OF LOS	FRESNOS, T	EXAS
(20)		By: Mayor of		ello, Mass Fresnos, Texas
1/2	.	JAM Printed N	ES A. K	EILLOR
ATTI	EST:			
Ву:	City Secretary of the City of Los Fresnos, Texas	· ·		
	Pam Denny Printed Name		1001	
APPR	ROVED AS TO FORM:	* *	<u>.</u>	980
Ву:	City Attorney of the City of Los Fresnos, Texas	4	200	^e
	Brendan hall Printed Name			•.

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

ACTION ITEM (ID # 5217) DOC ID: 5217 A

Consideration and ACTION to approve the first reading of an ordinance granting to ONE Gas, INC., acting by and through its Texas Gas Service Company division, and its successors and assigns, for a period of twenty five (25) years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the City of, Los Fresnos, Texas for the transportation, distribution and/or sale of gas to customers and the public generally in the city; defining the words and phrases therein; providing for assignment, sale or lease of the franchise; providing that the city may enact an ordinance charging persons transporting gas through grantee's distribution system a fee on the calculated value of such transported gas; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the City of Los Fresnos, Cameron County, providing for grantee's rules and regulations; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; and providing for severability.

The Texas Gas franchise agreement expires in 2024. This the renewal and is under the same terms as the prior agreement. It is for 25 years and 2% of gross revenue of gas sales. This is standard throughout the state and regulated.

The amounts annually over the last few years is as follows: 2019-2020 \$6,253.83

Updated: 12/8/2023 9:58 AM by Mark Milum A

2020-2021	\$5,406.69
2021-2022	\$5,701.01
2022-2023	\$8,849.33

I recommend approval.

ORDINANCE NO. ____285

AN ORDINANCE GRANTING TO SOUTHERN UNION GAS COMPANY THE RIGHT, PRIVILEGE AND FRANCHISE TO OWN, OPERATE AND MAINTAIN A NATURAL GAS SYSTEM IN THE CITY OF LOS FRESNOS, CAMERON COUNTY, TEXAS; PROVIDING REGULATIONS FOR THE CONDUCT OF THE SYSTEM BY THE GRANTEE, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

SECTION 1.

Subject to the terms and conditions of this Franchise Ordinance, the right, privilege and franchise is hereby granted to Southern Union Gas Company, a division of Southern Union Company, a Delaware Corporation (hereinafter "Grantee"), and to its successors, lessees and assigns, to have, own, acquire, install, construct, reconstruct. operate, maintain, use, and extend a system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures and appurtenances (hereinafter the "System") for the purpose of selling, supplying, conveying, transmitting, distributing, and/or transporting natural gas, including the equivalent substitutes, for fuel, power, heat, light, and for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public places including any streams, water courses or water ways within the City limits of the City of Los Fresnos, Cameron County, Texas (the "City"), and including any territory that the City may hereafter annex, acquire or purchase; and to distribute, sell, supply, transport, carry and/or convey natural gas through the System in the City to other cities,

towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.

b. For purposes of this ordinance, transported gas shall mean gas owned or controlled by a user or its designee (i.e. gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's distribution system, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System in the City by Grantee to the user for a fee. The terms and conditions of the transportation arrangement, including but not limited to the point(s) of delivery, point(s) of redelivery, measurement and title transfer, shall be as set forth in the contract entered into between Grantee and the transportation customer and/or Grantee's transportation tariffs on file with the Railroad Commission of Texas.

SECTION 2.

- a. The mains and pipes of the Grantee shall be laid in alleys, streets, and avenues, and other public places, and when in streets and avenues, shall be laid parallel with the curb line thereof, or in such locations as shall be most practical, provided, however, that in no case shall any main be laid less than 18 inches below the established street grade, without permission of the City Engineer.
- b. When the Grantee shall desire to lay any mains hereunder, and before commencing work, it shall submit to the Board of Commissioners, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places wherein it proposes to lay the mains, and when the plan is approved by the Board of Commissioners, or other proper authority or officer appointed by the Board such approval

shall constitute a permit to the Grantee for the opening of all of the streets, avenues, alleys and other public places shown on the map or plan, and for the laying of the mains, services and other equipment by the Grantee, as rapidly as is practicable. Provided, however, that it shall not be necessary for Grantee herein to secure such permit for the laying of service pipes from the main pipes of the Grantee, but a general permit for this purpose from the City Engineer shall be sufficient.

c. In the refilling of all openings made by the Grantee, it shall restore the streets, pavements, sidewalks, or grounds to a condition reasonably as good as when disturbed, and when the Grantee shall open any ground in the City for the purpose of laying any gas pipes or for any other purposes whatsoever, the Grantee shall open no more space nor keep the space open any longer than is reasonably necessary to properly execute the work for which the space shall have been opened. The Grantee shall at all times display and keep the necessary danger signals and barricades around all excavations and obstructions, and shall keep sufficient space in good condition for the travel of automobiles, trucks, and other motor vehicles, on at least one side of all excavations and obstructions.

SECTION 3.

Except as provided in Section 14, The Grantee, its successors, lessees or assigns, shall at all times be subject to any Ordinances now in existence, or which may hereafter be passed, not inconsistent herewith. No fee or other charge of any kind shall be imposed upon the Grantee, or upon any consumer of gas for the breaking or opening of any streets or to the public places or for the laying of mains, service pipes or other connections therein except as provided for hereunder. Nothing in this Franchise Ordinance shall be

construed in such manner as to in any way abridge the right of the City to pass the necessary police ordinances for the protection of the citizens of Los Fresnos and their property, and the property of this Grantee.

SECTION 4.

The Grantee shall do no permanent injury to any street, avenue, alley, lane, bridge, stream, watercourse, park, public place, nor in any manner unnecessarily disturb or interfere with electric lines, conduits, or equipment, or with any water or other pipes, nor with any public or private sewer now or hereafter installed or constructed by the City or by any person or corporation authorized by the City, but no electric conduits or water or sewer pipes or other pipes shall so be installed as to interfere unnecessarily with any existing gas mains, pipes or services of Grantee.

SECTION 5.

Grantee, and its successors and assigns, shall have the right to adopt and enforce Rules of Service for service hereunder not inconsistent with law or this Ordinance. Grantee shall supply gas and provide service at the rates under the terms and conditions specified by such rules and as provided herein.

- a. The Grantee shall not charge or receive any higher rate for natural gas furnished by it to any domestic customer within the City limits than the rate fixed by the regulatory authority having jurisdiction or permitted by applicable laws.
- b. Grantee shall have the right, subject to applicable state and federal law and its Rules of Service, to require a reasonable security deposit from each customer to insure timely payment of customers' bills. Upon termination of service, Grantee shall then return said deposit to the customer, together with interest thereon in such amount, as is

now or may hereafter be, provided by law, from the date of said deposit up to the date of discontinuance of service. Grantee shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Grantee by the customer making the deposit.

c. Subject to the provisions of the Gas Utility Regulatory Act, Grantee shall charge and receive for natural gas furnished by it to any commercial and industrial customer within the City Limits such rates as it may from time to time establish, but there shall be no discrimination in rates between industrial customers using equal daily quantities of gas under similar conditions.

SECTION 6.

All service pipes shall be installed and maintained by the Grantee to the curb or property line of the customer at no charge to customer. Grantee shall not be required to extend its mains more than one hundred (100) feet for any one customer for natural gas. Pursuant to its Rules of Service, Grantee may charge for furnishing and laying yard lines from the curb or property line to the Grantee's meter. Grantee shall designate the point of service and meter location.

SECTION 7.

This Ordinance shall continue and remain in full force and effect for a period of twenty-five (25) years from and after the date it shall become effective.

SECTION 8.

a. In the event Grantee shall desire renewal of this Franchise Ordinance, the Grantee shall notify the City within the last twelve (12) months prior to the expiration of the Franchise Ordinance. If the City refuses to renew this Franchise Ordinance with the Grantee, the City, at the City's option, shall have the right to purchase for cash the

distribution plant assets of the Grantee located within the City-owned public utility easements for the market value of such assets, appraised as an ongoing business without regard to the lack of a franchise ordinance (the "Appraised Value").

- b. In order to exercise this option to purchase, the City must provide written notice to Grantee at least six (6) months prior to the expiration of the Franchise Ordinance of the City's intention to purchase (the "Notice"). The determination of the Appraised Value shall be accomplished as set forth below. The Grantee and the City shall meet within thirty (30) days of the Notice and attempt to reach agreement upon the Appraised Value. In the event the Grantee and the City cannot reach agreement upon the Appraised Value within such thirty (30) day period, Grantee and the City shall each appoint a qualified business appraiser, with a reasonable level of experience in business valuations of utility assets. The appraisers so appointed shall each render an opinion as to the Appraised Value within ninety (90) days of the Notice. If the two opinions differ by more than 10% or less of the higher value, the average of the values shall be the Appraised Value. If the two opinions differ by more than 10% of the higher value, the appointed appraisers shall select a mutually agreeable independent business appraiser (with reasonable business valuation experience), who shall provide an opinion as to the Appraised Value to both parties within one hundred fifty (150) days of the Notice. The value assigned by the independent appraiser and the closest value assigned by either of the appointed appraisers shall be averaged to produce the Appraised Value.
 - c. Both parties shall use good faith efforts to reach agreement on the terms and conditions of the purchase and to close the purchase transaction prior to the expiration of the franchise term. Each party shall bear its own costs and expenses

associated with the purchase transaction and shall share equally all costs of the independent business appraiser.

- d. In the event the City exercises the option to purchase Grantee's system, such purchase must be closed within six (6) months following the term of the Franchise Ordinance. In such event, the franchise term shall be deemed extended for such time as required to finalize the purchase of the distribution assets of Grantee, but no longer than six (6) months in any event. In the event the City has exercised its option to purchase Grantee's system and either (1) the City decides not to purchase Grantee's system or (2) the City is financially unable to close the purchase of the Grantee's system within six (6) months following the term of the Franchise Ordinance, the City's purchase right shall be deemed waived and the City shall reimburse Grantee for all of Grantee's reasonable costs and expenses expended in preparing for the purchase transaction.
- e. In the event the City does not exercise the option to purchase and this Franchise Ordinance is not renewed or extended, at the expiration of the franchise term the Grantee may, at its sole option either: (1) abandon its facilities in place in accordance with the Regulations with the Texas Railroad Commission, in which case the City shall support Grantee's abandonment filing at the Railroad Commission; or (2) remove such facilities and restore the streets, alleys, parks and public places of the City to a reasonably as good condition as before such removal; or (3) any combination of the foregoing, all at Grantee's cost and expense.

SECTION 9.

The Grantee herein is expressly given the power and privilege to sell, transfer or assign this Franchise Ordinance, or any part of this Franchise Ordinance, to any person,

entity or corporation upon the written consent of the City, such consent not to be unreasonably withheld. Such consent shall not be required in the event of the acquisition or divestiture of all or substantially all of the stock or assets of Grantee.

SECTION 10.

Whenever the words "the Grantee" occur in this Ordinance, same shall mean and shall be understood to be Southern Union Gas Company, its successors, lessees or assigns, and any individual, co-partnership, corporation, receiver, or other person or authority owning or operating such franchise or plant; and whenever the words "authority", "proper authority", "Los Fresnos" or "City" occur in this Ordinance they mean and shall be understood to be the authorized officer or officers, committee, city council, commission or other body representing the City of Los Fresnos, Texas.

SECTION 11.

- a. As compensation for the rights and privileges conferred by this Franchise Ordinance, Grantee shall pay to the City a sum of money, a "Franchise Tax", equal to two percent (2%) of:
 - 1. The annual actual gross receipts of the Grantee from all gas sales of Grantee within the City ("Gas Sales Revenue"); and
 - 2. The annual actual gross receipts of the Grantee from all gas transported within the City and delivered to customers at delivery points located within the City ("Gas Transportation Revenue").
- b. Subject to the other provisions herein, Gas Sales Revenue and Gas Transportation Revenue shall be defined in accordance with Grantee's tariffs specifically as: (1) for Gas Sales Revenue, Grantee's total revenues from its gas sales to customers

within the City limits of Los Fresnos, Texas consisting of the following receipts: purchased gas cost adjustments, and cost of service charges, and (2) for Gas Transportation Revenue, Grantee's total receipts from its transportation of third party gas for redelivery to customers located within the City limits of Los Fresnos. Grantee's revenues subject to Franchise Tax shall specifically exclude, but not be limited from excluding: (1) revenues from miscellaneous service charges (e.g. connection fees, reconnect fees, returned check charges, service fees, etc.), (2) sales or transportation services to customers located at delivery points outside the City limits of Los Fresnos, (3) gas consumed or transported on behalf of Grantee for its own use, (4) uncollected accounts, (5) Article 6060 taxes, (6) any taxes other than franchise taxes and gross receipts taxes, (7) delayed payment or late charges, (8) other City mandated surcharges, (9) contributions in aid of construction, (10) revenues from maintenance of gas equipment, (11) compensation for damage to Grantee's property, (12) sales of materials and equipment, (13) electric generation, and (14) other non-utility revenues.

c. Such Franchise Tax payment shall be based upon Grantee's receipts for each calendar month. Payments shall be paid to the City annually in May for the preceding twelve (12) months, not including May. Grantee shall include with the Franchise Tax payment a statement including the calculation of the Franchise Tax for the subject time period. Any statement and payment of Franchise Taxes shall be final as to both parties unless questioned by written notice provided to the other party within two (2) years after payment thereof has been made. The City and Grantee agree that the system of accounts and the forms of books, accounts, records and memoranda accepted by the Railroad Commission of Texas shall be used to determine the Franchise Taxes due City.

Any cause of action regarding Franchise Taxes must be either resolved or brought before an arbitration body in accordance with Section 13.

- d. This Franchise Tax shall be in lieu of all other franchise, license or occupation taxes, levies, exactions, fees, rentals, street-cut fees, inspection fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied by the City, except sales taxes and ad valorem taxes.
- e. It is expressly agreed and understood by the City that Grantee, shall be entitled to pass through to Grantee's customers in the City, the full amount of any tax, fee, street rental, use fee, franchise tax, franchise fee, levy, exaction or other fee or charge of whatsoever kind or character charged or assessed upon Grantee by any federal, state or municipal or other governmental authority attributable to the sale, distribution, conveyance, transportation, delivery, redelivery, use or other handling of the gas for Grantee's operations. Among other things, the purpose of this section is to insure that Grantee may recover fully from its customers any amounts payable to the City as a result of this Franchise Ordinance. The City agrees that Grantee may pass through these additional charges, whether asserted retroactively or prospectively, by revising its rate schedules, adding a surcharge to its customers within the City, or in any manner determined in Grantee's discretion.
- f. Upon reasonable prior written notice, the City may have the books and records of Grantee examined, at reasonable times, by a representative of the City to ascertain whether such statement and Franchise Tax payment is accurate. In the event the City pursues a claim against Grantee in court, this right to audit shall be revoked and any all rights to audit shall be governed by the court under applicable rules of discovery.

- g. The City agrees that it will not grant any other franchise, or other agreement, to any individual, entity or corporation to distribute, supply, transport or sell energy (e.g. natural gas, electricity, etc.) to any consumers in the City without requiring such entity to enter into a franchise agreement or ordinance with the City that contain terms and conditions that are at least as restrictive as the terms and conditions that are imposed on Grantee in this Franchise Ordinance. In the event the City grants a new franchise to such entity, the Grantee, at its option, may elect to adopt such new franchise ordinance, or section(s) of the new franchise ordinance (to replace existing sections of this Franchise Ordinance), as its own, except with respect to the case where Grantee elects the newly adopted franchise ordinance, then Section 1 of this Franchise Ordinance shall be held to only apply to natural gas.
- g. It is recognized by the City that the intent of this section is to insure that, with respect to Franchise Taxes, Grantee is on a level playing field with its competitors in that if Grantee's competitors are not required to pay Franchise Taxes or pay lower Franchise Taxes than Grantee, then Grantee shall not be required to pay Franchise Taxes or shall be entitled to pay the lower Franchise Taxes.

SECTION 12.

The City shall notify Grantee in writing of the annexation of any new territory into the City limits of Los Fresnos by providing maps that highlight the newly annexed territories. Upon receipt of notice of annexation from the City, Grantee shall have ninety (90) days to begin paying the Franchise Tax for any revenues received from Grantee's customers residing in the newly annexed territories.

SECTION 13.

If any dispute arises between the City and the Grantee, or any of its affiliates (collectively the "Parties", or individually a "Party"), relating to this Franchise Ordinance, the Parties agree to use the following procedure prior to either Party pursuing other available remedies:

- a. A meeting shall be held promptly between the Parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- b. If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of this dispute, they will jointly appoint a mutually acceptable arbitrator qualified by education and training to rule upon the matter in controversy and not affiliated with either of the Parties (the "Arbitrator"). In the event the Parties have been unable to agree upon such appointment within fifty (50) days from the initial meeting, the Parties will seek the assistance of the American Arbitration Association or other mutually agreeable dispute resolution organization to appoint the Arbitrator. The fees of the Arbitrator shall be shared equally by the Parties. Each Party in such proceedings shall bear the costs and expenses of its counsel, witness and employees. All other costs and expenses of the arbitration proceeding shall be borne equally by both Parties.
- c. The Arbitrator shall promptly hear and determine the controversy, dispute or question in accordance with the provisions of the Texas General Arbitration Act or other mutually agreeable arbitration act. The Arbitrator shall render a final award within ninety (90) days following the date upon which the Arbitrator is appointed. The Parties

agree that the Arbitrator may award all available contractual remedies to the Parties, including injunctive relief, if necessary.

d. All arbitration proceedings hereunder shall be subject to the Texas General Arbitration Act, and any amendments thereto (unless otherwise mutually agreed to in writing by the Parties), where such act is not in conflict with the provisions hereto.

SECTION 14.

Grantee and City agree that upon execution and approval of this Ordiance, that each of them has fully complied with all of the terms and conditions of any previous franchise ordinances, including but not limited to that certain franchise ordinance number 17 dated December 31, 1949 entered into between Rio Grande Valley Gas Company and the City ("Previous Franchise Ordinance"). In addition, as of the effective date of this Franchise Ordinance, Grantee and City hereby fully release and indemnify each other from any and all liability, costs, causes of action or any other obligation derived in whole or in part from the Previous Franchise Ordinance.

SECTION 15.

In accordance with Section 104.202 of the Texas Utility Code, as amended, any Franchise Taxes due in accordance with this ordinance, which are attributable to state agencies, may be recovered, at Grantee's option, by Grantee from residential, commercial, and industrial customers in the City; provided however, nothing herein shall be construed to exempt the receipts due from such state agencies in the calculation of Grantee's gross receipts from gas sales for purposes of calculating amounts due to the City under this Franchise Ordinance.

SECTION 16.

All Ordinances or parts of Ordinance in conflict herewith, are hereby repealed.

SECTION 17.

This Franchise Ordinance shall take effect and be in full force from and after its final passage and approval by the Mayor in accordance with the Charter of Los Fresnos and the acceptance hereof in writing as herein provided and stipulated.

SECTION 18.

The Grantee shall, within sixty (60) days from the approval of this Franchise Ordinance by the Mayor, file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 19.

The Previous Franchise Ordinance (Ordinance No.17) of Southern Union Gas Company, as successor in interest to Rio Grande Valley Gas Company, with the City of Los Fresnos shall remain in full force and effect until the effective date of this Franchise Ordinance.

FIRST READING: Read at a Regular Meeting of the Board of Commissioners of Los Fresnos, Texas, on the day of ______, 1999, held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041, at which a quorum was present.

SECOND READING: Read at a Regular Meeting of the Board of Commissioners of Los Fresnos, Texas, on the __day of _____, 1999, held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041, at which a quorum was present.

THIRD READING: READ, CONSIDERED, PASSED and APPROVED at a Regular Meeting of the Board of Commissioners of Los Fresnos, Texas, on the 25 day of 1999, held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041, at which a quorum was present.

APPROVED by the Mayor of the City of Los Fresnos, Texas this the 25 day of

May, A.D. 1999.

Roberto Cepeda, Mayor

City of Los Fresnos

ATTEST:

By: fam Denny, City Secretary
City of Los Fresnos

APPROVED::

[name in caps]

BRIAN HUNSAKER

[printed name] Brian Hunsaker

City Attorneys

City of Los Fresnos

The above and foregoing Franchise Ordinance (<u>City of Los Fresnos, Cameron County</u>; Ordinance No. <u>285</u>) and the grants, franchise, powers, rights and privileges thereto were accepted by Southern Union Gas Company on and as of the date thereunder, <u>1999</u>.

SOUTHERN UNION GAS COMPANY

Bill R. Knox

Regional Vice President

STATE OF TEXAS	§
	§
COUNTY OF LOS FRESNOS	§

I, the undersigned City Clerk of the City of Los Fresnos, Texas, a Municipal Corporation hereby certify that the above and foregoing is a full, true and correct copy of an ordinance adopted by The Board of Commissioners of the City of Los Fresnos, Texas at meeting of said Board held in the City on the 35 day of may, 1999, as the same appears in the minutes of the said Board of Commissioners.

Witness my hand and seal of the City of Los Fresnos, Texas, this 16 day of June, 1999

Fam Denny, City Clerk
City of Los Fresnos, Texas

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Bill R. Knox, REGIONAL VICE PRESIDENT of SOUTHERN UNION GAS COMPANY- RIO GRANDE VALLEY REGION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2312 day of _____

_, 1999.

Notary Public in and for

<u>Cameron</u>, County, Texas

0637L

ORDINANCE NO. 553

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF, LOS FRESNOS, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF LOS FRESNOS, CAMERON COUNTY, PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

This ordinance was introduced and submitted to the City Council for passage and adoption after the second			
sion of the	e Ordinance, a motion was made by		
that the	Ordinance be finally passed and		
Charter.	The motion was seconded by		
	and carried by the following voted:		
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	sion of the that the Charter.		

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

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "City" means the City of Los Fresnos, in Cameron County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- B. "City Clerk" means the City Clerk of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- C. "City Council" means the City Council of the City as the governing body of the City.
- D. "City Engineer" means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- E. "City Manager" means the City Manager of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- F. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. "Gas Sales" means the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.
- I. "Gas Transportation" means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. "Grantee" shall mean ONE Gas, Inc., an Oklahoma corporation acting by and through its Texas Gas Service Company division, and its successors and assigns.
- K. "Gross Receipts from Gas Sales" shall constitute and include Grantee's total receipts from the sale, distribution or transportation of gas to Grantee's Customers. Grantee's Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
 - [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas consumed or transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;

- [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
- [6] receipts for construction advances or contributions in aid of construction;
- [7] receipts for maintenance of appliances, machinery or equipment;
- [8] receipts for compensation for damage to Grantee's property;
- [9] receipts from sales of materials, appliances or equipment, and
- [10] receipts from any non-regulated utility or non-regulated services or products.
- L. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
 - [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee's property; and
 - [9] receipts from any non-regulated utility or non-regulated services or products.
- M. "Permit" means the authorization to Grantee:
 - [1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,

- [2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and
- [3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.
- N. "Public Ways" means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City, whether dedicated or not.
- O. "System" means Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City.
- P. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.
- Q. "Utility Regulated Service Charges" shall consist of charges for services (but not for natural gas sales or transportation services) that:
 - [1] Grantee provides to its Customers located within the corporate limits of the City and
 - [2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

SECTION 2. GRANT OF FRANCHISE

A. The Grantor hereby grants to Grantee for the term of twenty-five (25) years from the passage and approval of this Ordinance and the filing of a written acceptance by the Grantee, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities,

towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.

- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

- A. Grantee's System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.
- B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains hereunder, and before commencing its new construction work on mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee as shown on the plan. If the City Engineer, or other proper authority, does not respond within ten (10) calendar days, the Permit shall be deemed approved.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- D. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the operative date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement. Grantee will provide the Grantor its appropriate cost and expense documentation prior to the filing of the application.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm

corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

SECTION 8. INDEMNIFICATION

Grantee shall indemnify, save and hold City harmless from and against any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any claim or liability resulting from the acts, omissions, or negligence of the City, its employees, agents or contractors.

Grantee's undertakings shall be subject to its ability, by use of due diligence and normal business methods, to obtain and place in service the necessary materials and facilities. Moreover, Grantee shall be excused from failure or delay in performing such obligations if and to the extent occasioned by an act of nature or "act of God," fire, explosion, flood, act of a public enemy, contagion or contamination hazardous to human life or health, legal restraints, labor difficulties, material shortages, interruption or deficiency of gas supply not attributable to default of Grantee or, without limitation, any other cause or combination of causes not reasonably within Grantee's ability to anticipate or control. The Company shall notify the City promptly and in no case less than thirty days of its intent to utilize this provision of this Ordinance.

SECTION 9. GRANTEE'S RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section. Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor,

and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Two Percent (2%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with redelivery points located in the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City in January and July for the preceding six months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity (other than Grantee) providing gas sales or gas transportation service to Customers within the City is subject to a lesser franchise fee than is required to be collected and paid by Grantee in this

Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE AND TERM

This Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty-five years from the effective date.

SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have sixty days from the execution of this Ordinance within which to file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 17. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Texas, this	day of	2024.
		Alejandro Flores
		Mayor
ATTEST:		
Jacqueline Moya		
City Secretary		
APPROVED:		
Enrique Juarez City Attorney		
City rittoiney		
		inance and the grants, franchise, powers, rights and privileges
mereto were accepted o	y Granice uns _	2024.
	TE	XAS GAS SERVICE COMPANY
	A	division of ONE Gas, Inc.
	Ву	:
	Ale	ejandro Limon ce President, OperationsONE Gas, Inc.



November 29, 2023

Enrique Juarez
City Attorney
City of Los Fresnos
520 E. Ocean Blvd.
Los Fresnos, TX 78566

Dear Mr. Juarez:

The current franchise between the City of Los Fresnos and Texas Gas Service was approved by the Los Fresnos city council on May 25, 1999 and signed by Southern Union Gas (the predecessor to Texas Gas Service) on June 23, 1999. Section 8 (a) of the franchise ordinance, (Ordinance 285) requires Texas Gas Service to provide notice to the City of Los Fresnos of its intent to renew the franchise. Texas Gas Service, a division of ONE Gas, Inc. hereby provides notice of its desire to renew its franchise agreement with City of Los Fresnos.

Attached to the email please find a copy of a proposed 25-year franchise agreement for your review and consideration. We look forward to working with you to renew this franchise and continuing to serve the City of Los Fresnos. Thank you in advance for your cooperation.

Sincerely,

Larry Graham Manager, Regulatory Affairs

c.c. Naomi Perales, Community Relations, TGS Rio Grande Valley
Judy Hitcheye, Managing Attorney, TGS

1.E.10

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya

Initiator: Bianca Huerta Sponsors:

DOC ID: 5221 A

ACTION ITEM (ID # 5221)

Consideration and ACTION to approve the second reading of Ordinance 551 amending the Water Conservation Plan and Drought Contingency Plan Chapter 44-Utilities, Article II.-Water, Division 2, Water Conservation, repealing all ordinances and parts of ordinances in conflict therewith and providing for an effective date.

Last year we approved some changes to the Water Conservation Plan and Drought Contingency Plan. However, we did not put the changes in an ordinance so this does that. This first reading of the ordinance was approved on November 21.

I recommend approval.

ORDINANCE 551

AN ORDINANCE OF THE CITY OF LOS FRESNOS, TEXAS AMENDING THE WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN CHAPTER 44-UTILITIES, ARTICLE II.-WATER, DIVISION 2, WATER CONSERVATION, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance was introduced and submitted to the City Council for passage and adoption after the second reading of the Ordinance. After presentation and discussion of the Ordinance, a motion was made by that the Ordinance be finally passed and adopted			
in accordance with the City's Home	Rule Charter.		
Mayor Alejandro Flores Councilmember Jose C. Macias Councilmember Juan Munoz Councilmember Gabriela Fernandez Mayor Pro-Tem Luis Gonzalez Councilmember Terry Vinson		For Against Abstained Abstained	

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

SECTION 1. That the amended City of Los Fresnos, Texas Water Conservation Plan and Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy to the City of Los Fresnos.

SECTION 2. CHAPTER 44-UTILITIES, ARTICLE II.-WATER, DIVISION 2, WATER CONSERVATION in the Code of Ordinances of the City of Los Fresnos, Texas is hereby amended to reflect as follows:

Sec. 44-64. Stage 2 triggers; moderate water shortage conditions.

- (a) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in section 44-69 of this plan when:
 - (1) When the level of U.S. water stored in Amistad and Falcon Reservoirs reaches 35 percent.

Sec. 44-71. Stage 2 response; moderate water shortage conditions.

- (b) *Water use restrictions for demand reduction*. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
 - (4) The following uses of water are defined as non-essential and are prohibited recommended to scale back or eliminate if possible

Sec. 44-73. Stage 3 response; severe water shortage conditions.

- (b) Water use restrictions for demand reduction. All requirements of stage 2 shall remain in effect during stage 3 except:
 - (1) Irrigation of landscaped areas shall be limited to the following designated watering days between the hours of 5:00 a.m. and 9:00 a.m. and between 7:00 p.m. and 11:00 p.m. and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only.
 - a. Monday and Friday; water customers on the southside of Ocean Boulevard (Highway 100).
 - b. Tuesday and Saturday; water customers on the northside of Ocean Boulevard (Highway 100).
 - c. No landscape irrigation allowed on Wednesday, Thursday, or Sunday.
 - d. The use of hose-end sprinklers is prohibited at all times.

(2) The following uses of water are defined as non-essential and are prohibited:

- a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- c. Use of water for dust control;
- d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
- e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Sec. 44-74. Stage 4 response; critical water shortage conditions.

- (a) *Target*. The goal for stage 4 is to restrict water usage to allow the city's system to recover from the critical condition.
- (b) Water use restrictions for reducing demand. All requirements of stage 2 and 3 shall remain in effect during stage 4 except:
 - (1) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 5:00 a.m. and 9:00 a.m. and between 7:00 p.m. and 11:00 p.m. and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only.
 - a. Monday and Friday; water customers on the southside of Ocean Boulevard (Highway 100).
 - b. Tuesday and Saturday; water customers on the northside of Ocean Boulevard (Highway 100).
 - c. No landscape irrigation allowed on Wednesday, Thursday, or Sunday.
 - d. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

SECTION 3. That all ordinances that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 5. This Ordinance shall take effect after the final reading and when caption of Ordinance has been published in the official newspaper of the City.

INTRODUCED AND APPROVED on the first read	ding this _	day of	, 2023.
APPROVED AND PASSED on the second reading	this	day of	, 2023.
	Mayor, A	Alejandro Flores	
ATTEST:			
City Secretary, Jacqueline Moya			

1.E.11

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5225)

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5225

Consideration and ACTION to approve a Certificate of Resolution adopting the Section 125 Cafeteria Plan for city employees.

This is an annual requirement for benefits for our employees to have insurance coverage to be deducted prior to withholding taxes being taken out (pre-tax) thus saving employees from having to pay taxes on that amount ultimately putting more money in the employee's pocket. This is not a cost to the city and benefits employees.

I recommend approval.

Updated: 12/6/2023 9:34 AM by Jacqueline Moya

Certificate of Resolution (2024)

For City of Los Fresnos Section 125 Premium Only Plan Plan Year Ending January 31, 2025

The undersigned Secretary or Principal of City of Los Fresnos (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on February 1, 2024, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective February 1, 2024, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

Ву		
	Secretary/Principal	

Adoption Agreement (2024)

For City of Los Fresnos

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

- 1. Name of Employer: City of Los Fresnos
- 2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **February 1, 2024**.
- 3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective February 1, 1994.
- 4. Plan Year: The Amended Plan year shall begin on February 1, 2024, and end on January 31, 2025. Future plan years will be based on the same twelve-month period beginning each February 1 and ending each January 31.
- 5. **Plan number: 520**
- 6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. (X) State of Texas
 - b. () Commonwealth of
- 7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - <u>Health Insurance and Voluntary Plans</u>. Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - Group-Term Life Insurance up to \$50,000. The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - <u>Disability Plan.</u> Short-term and long-term disability policies. If payroll deducted on a pretax basis, any future benefits received will be taxable to the employee.
 - <u>Health Savings Account (HSA).</u> Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by	
City of Los Fresnos	
AFFILIATES:	
NONE	

Summary Plan Description (2024)

For City of Los Fresnos Section 125 Premium Only Plan Plan Year Ending January 31, 2025

We are pleased to announce that we have updated the Premium Only Plan for you and other eligible employees. Under this program, you will be able to pay for employer-sponsored benefits (health plans, group-term life insurance for yourself, Health Savings Accounts, etc., as applicable based on the insurance coverages or other allowable benefits your Employer offers under the Plan) with a portion of your pay before federal income or Social Security taxes, if applicable are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description (SPD) carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information about the Plan."

Overview:

This section contains general information, which you may need to know about the City of Los Fresnos Premium Only Plan.

General Information:

- 1. City of Los Fresnos Premium Only Plan is the name of the Plan.
- 2. The provisions of your Amended Plan became effective on February 1, 2024. Your Plan was originally effective on February 1, 1994 which is called the Effective Date of the Plan.
- 3. Your Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on February 1, 2024 and ends on January 31, 2025. Future plan years will be based on the same twelve-month period beginning each **February 1** and ending each **January 31**.
- 4. Your Employer has assigned Plan Number 520 to your Plan.
- 5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

Employer Information:

Your Employer's name, address, business telephone number, and tax identification number are:

City of Los Fresnos 520 E Ocean Blvd Los Fresnos, TX 78566 Telephone: (956) 233-5768

Federal Employer I.D. Number: 74-1776847

Plan Administrator Information:

The name, address, business telephone number, and tax identification number of your Plan's Administrator are:

City of Los Fresnos 520 E Ocean Blvd Los Fresnos, TX 78566 Telephone: (956) 233-5768

Federal Employer I.D. Number: 74-1776847

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Los Fresnos 520 E Ocean Blvd Los Fresnos, TX 78566 Telephone: (956) 233-5768

Federal Employer I.D. Number: 74-1776847

Type of Administration

The type of administration is Insurer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

1. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation amount contributed to the Plan in lieu of receiving those amounts in cash (i.e., your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan). The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

2. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that next Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage (health plan, life insurance, Health Savings Account contributions, etc.). With the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement, any other contribution amounts that are not used during a Plan Year to provide insurance

benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year.

3. When Must I Decide Whether to Participate?

You are required by Federal law to decide whether you want to pay premiums through the Plan before the Plan Year begins. This is called the "election period." If for some reason you do not complete an election to participate in the Plan during that Plan Year, you will be considered to have elected not to participate in the Plan for that Plan Year, and, therefore, you will receive the full amount of your salary or other compensation without reduction for Benefits provided hereunder, or any reduction on applicable employment tax costs.

4. When Is the "Election Period" for Our Plan?

Your election period will start on the date you first meet the "eligibility requirements" and end 30 days after your "entry date." Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period.

5. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, you are allowed to prospectively revoke or change your election with respect to the accident or

health plan to begin participation during open enrollment or a Special Enrollment Period, such as marriage or addition of dependent, of a Marketplace Qualified Health Plan (QHP). The new coverage in the QHP must be effective no later than the day immediately following the last day of the original coverage that is revoked.

If you elected to salary reduce through your Employer's Premium Only Plan for accident and health plan coverage, and you moved from full-time status (at least 30 hours of service per week), to part-time status (less than 30 hours of service per week), even if the reduction in hours does not result in you ceasing to be eligible under the group health plan, you are allowed to prospectively revoke or change your election with respect to the accident or health plan and seek coverage in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

In addition, a change in compensation or a financial "hardship" is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children's Health Insurance Program (SCHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children's Health Insurance Program which provides help with paying for Plan coverage, then there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under a spouse's or dependent's employer plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

6. May I Make New Elections in Future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the "election period" before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year. New elections must be made during the "election period" prior to the beginning of each Plan Year. However, any Eligible Employee who was a Participant in the Plan prior to the date this Plan update became effective shall continue to be eligible to participate in the Plan unless some other termination event has occurred in the interim.

7. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay premiums on a pre-tax basis for any one or more health insurance, disability insurance, or group-term life insurance policies that we decide to offer through the Plan. However, you should note that if disability insurance is paid for on a pre-tax basis, any benefits you receive under your disability insurance policy may be taxable. You should contact your own tax advisor or accountant to determine the most appropriate election for these coverages under the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

Your Employer may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment,

are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

However, for group-term life insurance policies, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.

8. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced, because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

9. What if I take a Family or Medical Leave?

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you must reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave provided such payroll deduction is for benefits within the remaining portion of the plan year, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

10. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee".

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

11. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

12. What is a Health Savings Account?

In addition to the Premium Only Plan, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a new type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants under the Premium Only Plan are eligible to receive benefits under this HSA Program, as long as they are otherwise eligible to participate in the Premium Only Plan. Enrollment and termination conditions in the Premium Only Plan shall generally constitute enrollment and termination of participation under this HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer elects to allow you to make contributions through this Plan to your HSA plan, you elect the amount to have withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allowability for employer contributions overall (NOTE: you should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under their program).

Once eligible and elected, the Administrator will establish a Health Savings Account for each person who elects to apply contributed amounts to the HSA Program established or provided by your HSA Trustee. (NOTE: you should contact the HSA Trustee for more information about the amount you may contribute each year. Your HSA Trustee will provide more information to you regarding the requirements for participation in the HSA program and the benefits you are entitled to hereunder. To the extent of any conflict between the terms of this Plan and the HSA program to which you are participating in, to the extent of your HSA, the terms of your HSA would control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of your HSA.

13. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

14. Summary

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5236)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5236 A

Consideration and ACTION to excuse the absence of Gordon Cappon from the October 16, 2023 Planning and Zoning meeting.

Gordon Cappon had surgery and was not able to make the meeting. Mr. Cappon was appointed in July 2020 and has made 29 out of 32 meeting, or 91%.

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5235)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5235 A

Consideration and ACTION to excuse the absence of Larry Stambaugh from the October 16, 2023 Planning and Zoning meeting.

Larry Stambaugh had a family emergency and had to travel out of town. Mr. Stambaugh has made 30 out of 36 meetings or 83% of the meetings since November 2019.

Updated: 12/7/2023 3:50 PM by Mark Milum A

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5234)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5234 B

Consideration and ACTION to excuse the absence of Juan Sierra from the October 16, 2023 and November 20, 2023 Planning and Zoning meeting.

Juan Sierra had a work conflict. Mr. Sierra has made 10 out of 16 meetings or 63% of the meetings since May 2022.

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5233)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5233 B

Consideration and ACTION to excuse the absence of Daniel Alvarez from the December 4, 2023 Community Development Corporation meeting.

Mr. Alvarez was absent due to his Grandchild being born. Mr. Alvarez has made 75 of 79 or 95% of the meetings since January 2017.

Updated: 12/7/2023 3:40 PM by Mark Milum B

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5232)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

Initiator: Bianca Huerta Sponsors:

DOC ID: 5232 A

Consideration and ACTION to excuse the absence of Leonel Casanova from the November 6, 2023 Community Development Corporation meeting.

Mr. Casanova did not say why he was absent. Mr. Casanova has made 38 of 42 meetings or 90% of the meetings since July 2020.

Updated: 12/7/2023 3:36 PM by Mark Milum A

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5231)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5231 B

Consideration and ACTION to excuse the absence of Enrique C. Juarez from the November 6, 2023 Community Development Corporation meeting.

Mr. Juarez had dental work done and was not able to attend. Mr. Juarez has made 72 of 8 79 meeting or 91% since January 2017.

Updated: 12/7/2023 3:38 PM by Mark Milum B

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5230)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Bianca Huerta

Initiator: Bianca Huerta Sponsors:

DOC ID: 5230 B

Consideration and ACTION to excuse the absence of Terry Vinson from the November 21, 2023 City Council meeting.

Mr. Vinson was in the hospital. Mr. Vinson has made 15 out of 18 meetings or 83%.

1.F.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Bid
Prepared By: Bianca Huerta
Initiator: Jacqueline Moya

Sponsors: DOC ID: 5216 B

ACTION ITEM (ID # 5216)

Discuss and take action to award a contract for construction services to Jimmy Closner and Sons Co., Inc. under Texas Department of Agriculture (TDA) CDBG Contract No. CDV21-0095 for the Base Bid of \$337,606.00, Additive No. 2 of \$124,920.00, and Additive No. 3 of \$86,700.00 for a total award of \$549,226.00 contingent upon TDA approval of Amendment No. 1. Of the total award, \$219,000.00 will be paid by grant and match funds and \$330,226.00 will be paid by the local entity.

This is the grant for repairing wastewater lines and manholes in 5 areas in the city that are in the worse shape. We knew from the beginning the grant would not cover the 5 areas but due to the need it was agreed we would use COVID funds for the amount needed over the grant.

I recommend approval.

Hanson Professional Services Inc. 789 E. Washington St. Brownsville, Texas 78520 (956) 541-1155 Fax (615) 871-8013 www.hanson-inc.com



December 6, 2023

Mr. Mark W. Milum, City Manager City of Los Fresnos 520 E. Ocean Boulevard Los Fresnos, Texas 78566

RE: 2020-2021 CDBG Sanitary Sewer Improvements CDV21-0095

Dear Mr. Milum:

Bids were received for the above referenced project on Tuesday, November 28, 2023 at 10:00 AM at the Los Fresnos City Hall. The project received bids from two (2) contractors: Jimmy Closner & Sons Construction, Co., Inc. and D&T Construction, Inc.

We have determined that all the documentation was in order with Jimmy Closner & Sons Construction, Co., Inc. of Mercedes, Texas being the apparent low bidder. We have attached for your review and record purposes a copy of the bid tabulation which summarizes the bids received. Bid submitted by D&T Construction, Inc. was not submitted in the correct proposal form as per Addendum No. 1. As a result, bid was noted as "No Bid". Based on the information provided with the bid documents, it is our opinion that the low bid is a fair and reasonable cost for the value of work to be constructed, and that Jimmy Closner & Sons Construction, Co., Inc. is qualified to perform the required work.

We hereby recommend that the award of the contract to Jimmy Closner & Sons Construction, Co., Inc. in the amount of \$549,226.00 consisting of the base bid in the amount of \$337,606.00 and Additives Bid No. 2 and No. 3 in the amount of \$211,620.00. The contractor will have 200 calendar days from the issuance of a notice to proceed to complete the project. The grant construction budget for this project is \$219,000. The City of Los Fresnos would be responsible to pay the difference between the budget amount and the award amount, plus any change orders that occur during construction.

Base Bid + Additives No. 2 and No. 3

\$549,226.00

CDBG Construction Grant Funds

(\$219,000.00)

Additional City Funds Required

\$ 330,226.00

Should you have any questions or require any additional information, please do not hesitate to contact us. Sincerely,

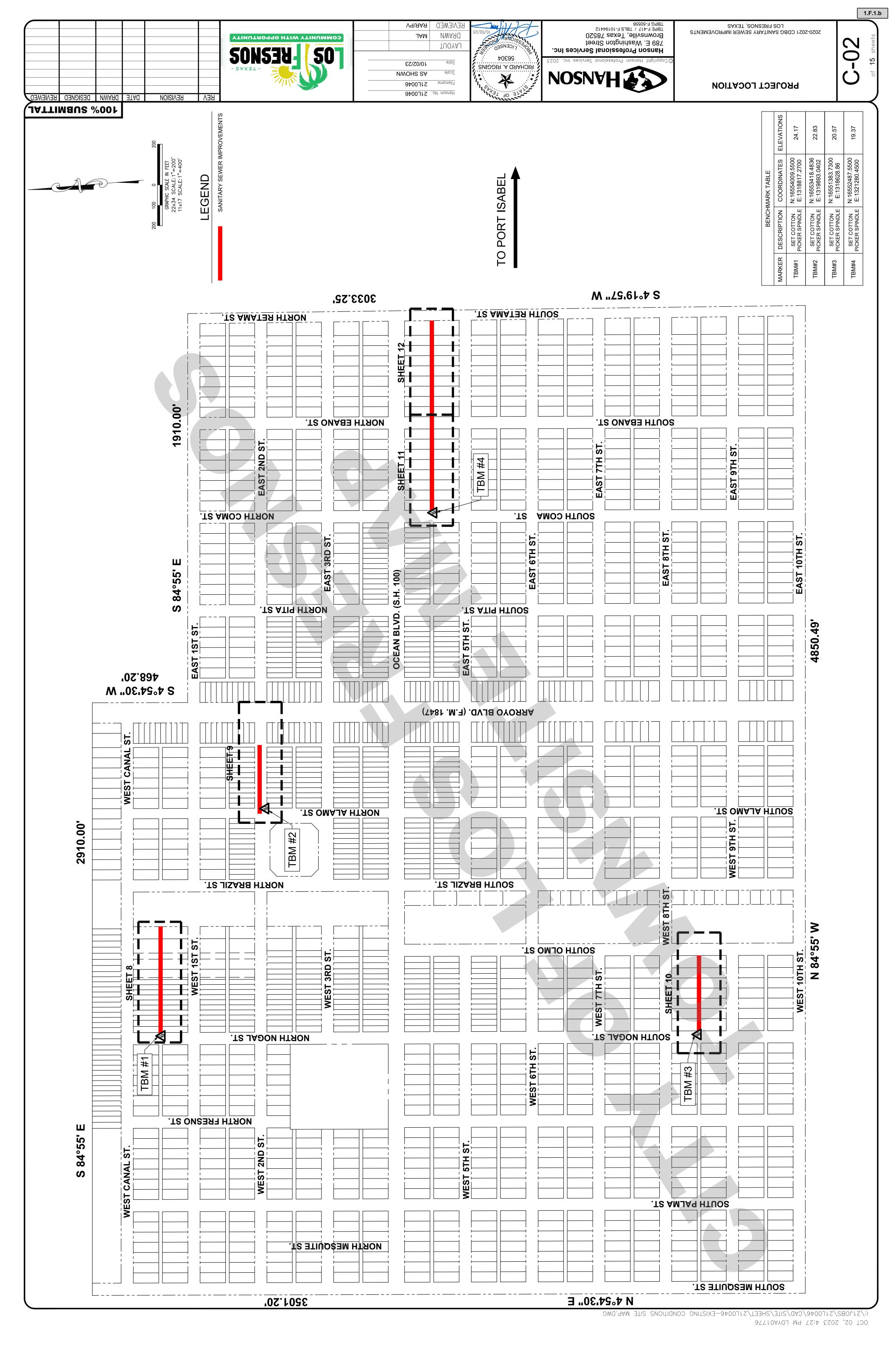
Hanson Professional Services Inc.

Richard Riggins, P.E.

Project Engineer

Attachments: BID Summary

	HANSON PROFESSIONAL SERVICES, INC. BID TABULATION Tuesday, November 28, 2023 @ 10:00 AM	Project Titl	e:	2020-2021 CDBG SANITARY SEWER IMPROVEMENTS CDV21-0095 City of Los Fresnos Hanson Project No. 21L004			
	520 E. Ocean Boulevard, Los Fresnos, Texas 78566	01111011		i sity s		nancon reject ner 2 n	
	BIDDERS			Jimmy Clos	ner & Sons Co., Inc.	D & T Construction, Inc.	
	LOCATION				cedes, Texas	Los Fresnos. Texas	
	Bid Proposal				Х		
	Bid Bond				Х	Х	
	Statement of Bidder's Qualifications				Х	X	
	Non-Collusion Affidavit				Х	X	
	Conflict of Interest Questionnaire				Х		
	Certificate Regarding Lobbying Activities				Х	X	
	Disclosure of Lobbying Activities and Instructions				Х		
	Certification of Bidder Regarding Civil Rights Laws and Regulations				Х	Х	
	Contractor's Local Opportunity Plan				Х	Х	
	Proposed Contracts Breakdown				Х	Х	
	SAM Verification				Х		
	Addenda Acknowledgment				Х		
m		Apprx					
).	Description	Qty	Unit]			
	· ·	,	1	i		<u> </u>	
	OVERALL BASE BID		1			1	
	Site Preparation	1	LS	\$15,000.00	\$15,000.00	NO BID	
	Install Bypass Pumping	1	LS	\$14,000.00	\$14,000.00	NO BID	
	Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00	NO BID	
	Remove and Replace Concrete Curb & Gutter (Laydown)	10	LF	\$40.00	\$400.00	NO BID	
	Asphalt Pavement Repair	17	SY	\$50.00	\$850.00	NO BID	
	Remove and Replace Sanitary Sewer Manhole	1	EA	\$8,500.00	\$8,500.00	NO BID	
	Install and Connect New 48 Inch Dia. Manhole	2	EA	\$8,500.00	\$17,000.00	NO BID	
	Install 8" PVC SDR-35 Sanitary Sewer Line	547	LF	\$140.00	\$76,580.00	NO BID	
	Remove Existing 6" Sanitary Sewer Line	547	LF	\$5.00	\$2,735.00	NO BID	
	Reconnect Sanitary Sewer Service Lines	16	EA	\$1,400.00	\$22,400.00	NO BID	
	Reconnect Existing Sanitary Sewer Lines	2	EA	\$2,000.00	\$4,000.00	NO BID	
	Asphalt Pavement Repair	15	SY	\$50.00	\$750.00	NO BID	
	Remove and Replace Sanitary Sewer Manhole	2	EA	\$8,500.00	\$17,000.00	NO BID	
	Install 8" PVC SDR-35 Sanitary Sewer Line	331	LF	\$140.00	\$46,340.00	NO BID	
	Remove Existing 8" Sanitary Sewer Line	331	LF	\$6.00	\$1,986.00	NO BID	
	Reconnect Sanitary Sewer Service Lines	12	EΑ	\$1,400.00	\$16,800.00 \$6,000.00	NO BID	
	Reconnect Existing Sanitary Sewer Lines Remove and Replace Sanitary Sewer Manhole	3	EA EA	\$2,000.00 \$8,500.00	\$6,000.00 \$8,500.00	NO BID NO BID	
	Install Clean Out with Concrete Collar	1	EA	\$8,500.00	\$8,500.00	NO BID	
	Install 6" PVC SDR-35 Sanitary Sewer Line	357	LF	\$1,600.00	\$1,600.00	NO BID	
1	Remove Existing 6" Sanitary Sewer Line	357	LF	\$5.00	\$1,785.00	NO BID	
	Reconnect Sanitary Sewer Service Lines	11	EA	\$1,400.00	\$1,783.00	NO BID	
	Reconnect Existing Sanitary Sewer Lines	1	EA	\$2,000.00	\$2,000.00	NO BID	
	Reconnect Existing Sanitary Sewer Lines Reconnect Existing 4" Forcemain	1	EA	\$2,000.00	\$2,000.00	NO BID	
		'	 _ ,	,555.55	,000.00	THE BID	
	ADDITIVE NO. 1 - W. 2ND ST.		1	i i			
1	2" HMAC Type "D"	1,790	SY	\$21.00	\$37,590.00	NO BID	
2	Prime Coat (MC-30)	358	GAL	\$6.00	\$2,148.00	NO BID	
3	Scarify Surface and 6" Base Material	1,790	SY	\$12.00	\$21,480.00	NO BID	
ļ	Additional Flexible Base - Caliche 1 1/2"	1,790	SY	\$6.50	\$11,635.00	NO BID	
5	Install Tensar Geogrid, TX-5	1,790	SY	\$5.00	\$8,950.00	NO BID	
;	Install 4' Wide Valley Gutter	8	LF	\$48.00	\$384.00	NO BID	
_	Install Water Valve Adjustment	4	EA	\$500.00	\$2,000.00	NO BID	
	ADDITIVE NO. 2 - ALLEY BETWEEN S. COMA ST. AND S. EBANO ST.			040.00	*****	NO DID	
	Remove and Replace Concrete Curb & Gutter (Laydown) Asphalt Pavement Repair	22 200	LF SY	\$40.00	\$880.00	NO BID NO BID	
_	Asphalt Pavement Repair Concrete Driveway Repair	300	SF	\$50.00 \$24.00	\$10,000.00 \$7,200.00	NO BID	
	Remove and Replace Sanitary Sewer Manhole	2	EA	\$24.00	\$7,200.00 \$18,000.00	NO BID	
	Install 10" PVC SDR-35 Sanitary Sewer Line	490	LF	\$150.00	\$73,500.00	NO BID	
_	Remove Existing 8" Sanitary Sewer Line	490	LF	\$6.00	\$2,940.00	NO BID	
_	Reconnect Sanitary Sewer Line Reconnect Sanitary Sewer Service Lines	490	EA	\$1,600.00	\$6,400.00	NO BID	
	Reconnect Existing Sanitary Sewer Lines	3	EA	\$2,000.00	\$6,000.00	NO BID	
			1	,000.00	,000.00	110 818	
	ADDITIVE NO. 3 - ALLEY BETWEEN S. EBANO ST. AND S. RETAMA ST.		1	1			
	Install and Connect New 48 Inch Dia. Manhole	1	EA	\$8,500.00	\$8,500.00	NO BID	
	Install 10" PVC SDR-35 Sanitary Sewer Line	450	LF	\$150.00	\$67,500.00	NO BID	
	Remove Existing 8" Sanitary Sewer Line	450	LF	\$6.00	\$2,700.00	NO BID	
	Reconnect Sanitary Sewer Service Lines	4	EA	\$2,000.00	\$8,000.00	NO BID	
	ADDITIVE NO. 4 - ALLEY BETWEEN S. EBANO ST. AND S. RETAMA ST.						
	Install Single Sanitary Sewer Service with Clean-Out	1	EA	\$1,800.00	\$1,800.00	NO BID	
	Install Double Sanitary Sewer Services with Clean-Out	4	EA	\$2,000.00	\$8,000.00	NO BID	
_			+				
			1	.			
-	TOTAL BASE BID (ITEMS 1-24)		1	**	37 606 00	NO BID	
	TOTAL BASE BID (ITEMS 1-24)	-	1	\$337,606.00 \$84,187.00		NO BID	
_	TOTAL ADDITIVE NO. 1		 		24,920.00	NO BID	
	TOTAL ADDITIVE NO. 2		 		24,920.00 86,700.00	NO BID	
	TOTAL ADDITIVE NO. 4		 		59,800.00	NO BID	
	TOTAL BASE BID + ADDITIVES NO. 2 AND NO. 3		1		549,226.00	NO BID	
	ADDITIVES NO. 1 AND NO. 4		1		93,987.00	NO BID	
		ı		φ.	,	110 DID	
	BASE BID TOTAL CALENDAR DAYS				120	NO BID	
	ADDITIVE NO. 1 TOTAL CALENDAR DAYS			Ī	30	NO BID	
ADDITIVE NO. 2 TOTAL CALENDAR DAYS				Ī	40	NO BID	
	ADDITIVE NO. 3 TOTAL CALENDAR DAYS			I	40	NO BID	
				Ī		NO BID	
	ADDITIVE NO. 4 TOTAL CALENDAR DAYS				30	NU BIU	



City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Bid
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5238 B

ACTION ITEM (ID # 5238)

Discuss and take action to award a contract for construction services for the "2020-2021 CDBG Sanitary Sewer Improvements" Project to Jimmy Closner and Sons Co., Inc., award includes Additive No. 1 in the amount of \$84,187.00 and Additive No. 4 in the amount of \$9,800.00 for a total award of \$93,987.00 which will be paid by the local entity.

The CDBG grant project called for replacing the wastewater line that runs in the middle of the street and then repairing the 10 foot wide cut out for the repair. This is all the width that the grant would cover. Spot repairs like this never turns out good and we generally have problems with it in the near future. We included in the bid to get a price to re-pave the entire street. It is 2nd Street from Arroyo Boulevard to Alamo Street. We can do this now and do it right from the beginning instead of it causing problems in the future. The bid price for this is \$84,187. In the current budget we have set aside for major street repairs \$93,764 so that will cover it.

Additionally, part of the CDBG grand funding replaced the wastewater line to be installed in the alley behind Highway 100 from the drainage ditch by the Lions Club (Retama Street) to the west to Ebano Street. Since we are putting in a new line we asked to include in the bid to have connections installed for the future build out in the future of East 5th Street. The bid price for this is \$9,800. This will save money in the future to already have this done instead of having to dig up the line later and making a connection. We can fund this using the existing Utility Fund Budget.

Both of these items is being proactive and will save money in the future and get these done now.

I recommend approval.

Updated: 12/8/2023 2:52 PM by Jacqueline Moya B

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5229 A

ACTION ITEM (ID # 5229)

Consideration and ACTION to appoint a member to the Planning & Zoning Commission Place 2.

Place 2 - Gordon Cappon was appointed to the CDC Board in November so we need to fill his position on the P & Z Commission: The meetings are held on the third Monday of the month at 6 pm. The term expires in October 2024 so the person appointed will fill out the remainder of the term.

Updated: 12/7/2023 5:35 PM by Mark Milum A

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

Please return to: City Secretary, 520 E Ocean Blvd., Los Fresnos, TX 78566

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

NAME				
(Last)	(First)		(MI)	
HOME ADDRESS				
MAILING ADDRESS				
CITY		_ZIP		
HOME PHONE NUMBER:			CELL NUMBER:	
E-MAIL ADDRESS:				
EMPLOYER				
OCCUPATION				
BUSINESS ADDRESS				
BUSINESS PHONE #				
COMMITTEES OF INTER (List no more than 3 comm 1.	ittees - please be specif			
2			_	
What education or special t position? (attach a resume o	raining do you have whor bio if relevant)	nich you	eel particularly fits you for the appointment to t	
of this position?			ch will be beneficial in carrying out the respons	
Why are you interested in s	erving on this Committ	tee?		
Other Volunteer Commitme	ents?			
SIGNATURE OF APPLIC	ANT		DATE	

1.F.4

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5242)

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Presentation
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5242 A

Presentation and discussion on Little League and use of fields.

Little League representatives will be present to review the prior year season, upgrades done to fields and use of fields.

Updated: 12/8/2023 9:39 AM by Mark Milum A

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 5223

ACTION ITEM (ID # 5223)

Consideration and ACTION on the selection of Mayor Pro-tem for a one-year term.

The Mayor Pro-Tem assumes the role of the Mayor in the absence of the Mayor. This person would run the Council meetings and perform duties of the Mayor if needed. The Mayor Pro-tem is voted on by the Council each year to serve a one year term.

Luis Gonzalez is the current Mayor Pro-Tem.

Updated: 12/4/2023 4:04 PM by Jacqueline Moya

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5222)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Acknowledgments Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 5222 A

Discussion and possible ACTION to choose an individual for

2023 Citizen of the Year Program.

This was done last year and I was asked to include it annually. This meeting is to only come up with ideas and select an individual. The actual announcement and recognition will occur in December. The names mentioned so far are Manuel Abrego, Barbara Rodriguez and Mercedes Cantu. Other names can be added.

Please have reasons for the selection for the meeting so staff can utilize this information to begin preparing for the recognition of the person selected to be done in January.

Updated: 12/7/2023 5:40 PM by Mark Milum A

1.F.7

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

ACTION ITEM (ID # 5224) DOC ID: 5224 B

Consideration and ACTION on the reappointment of Gene Daniels as Municipal Judge.

The Municipal Judge's term historically has run concurrent with the Mayor for 3 year terms and according to the City Charter is recommended by the City Manager. Gene was Alternate Municipal Judge in 1992 and became Municipal Judge in 1993, 30 years. He has done a great job of being fair and impartial to all and has represented the City of Los Fresnos in a very professional and ethical way. His Court is viewed as among the best in the state. Mr. Daniels would like the appointment to be for a 4 year term. I do not have a problem with that since he has a tremendously good history as Municipal Judge over the years.

I recommend approval.

Updated: 12/7/2023 5:11 PM by Mark Milum B

ORDINANCE NO. 380

AN ORDINANCE ESTABLISHING THE TERM OF THE MUNICIPAL JUDGE, ESTABLISHING THE DUTIES OF MUNICIPAL JUDGE, ESTABLISHING AN EFFECTIVE DATE, AND REPEALING ALL OTHER ORDINANCES PERTAINING TO MUNICIPAL JUDGE.

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

- 1. The position of Municipal Judge is hereby readopted.
- 2. The term of said office is up to four years. The City Council shall appoint and reappoint the Municipal Judge in accordance with the laws of Texas and the Charter of the City. The City Council may add to the remainder of a term up to four years.
- 3. The duties of the Municipal Judge shall be as described in the Texas Government Code, Section 29.001 et seq. and all other constitutional and statutory provisions, which are hereby incorporated by reference as if fully rewritten. The duties may change from time to time as determined by the Texas Constitution, the Texas Government Code, and any and all duly enacted statutes by the Texas Legislature.
- 4. Repealing Ordinance 330 that was adopted June 8, 2004.
- 5. This ordinance shall become effective immediately after the second reading of the ordinance.

PASSED AND APPROVED this __/___ day of June, 2008 at a meeting of the City Council of the City of Los Fresnos held in accordance with the Texas Open Meetings Act.

ATTEST:

Pam Denny, City Secreta

David N. Winstead, Sr., Mayor

1.F.8

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5244

ACTION ITEM (ID # 5244)

Consideration and ACTION submit nominees to serve on the RGV Partnership Board of Directors.

Updated: 12/8/2023 10:05 AM by Jacqueline Moya



Executive Committee

Patrick McDonnell

Board Chair
Valley Telephone Cooperative

Naomi Perales

Incoming Chair Texas Gas Service

Arlene Garza

Immediate Past Chair Gulf Aviation

Deborah Cordova

Secretary
Walsh McGurk Cordova

Brent Baidree

Treasurer

Texas Regional Bank

Larry Gonzalez

Plains Capital Bank

Lee Reed

International Bank of Commerce

Anabell Cardona

Valley Grande Institute

Billy Canales

Rio Motor Company

J.D. Salinas

Board of Directors

Amanda Saldana, Pathfinder Public Affairs Andrew Cannon, RGV MPO Andrew Wilson, South Texas Health Systems Carter Biel, Foremost Paving Cori Pena, Brownsville Community Improvement Daniel Garces, R.R.P. Consulting Engineers, LLC Daniel Lucio, AEP David Irizarry, HCA Healthline Francisco Davila, Lone Star National Bank Javier De Leon, Harlingen Chamber of Commerce Jose Munoz, Guzman & Munoz Engineering & Surveying Juan M. Loya, PNC Bank Kent Shepard, Relations Insurance Services, INC. Kevin Campbell, S.R. Campbell Properties Krys Weyand, Santa Cruz Properties Luke Lucio, Texas State Technical College Marie Garcia, SAMES Engineering, INC. Maru De La Paz, Valley Baptist Medical Center Matthew Jones, Jones, Galligan, Key & Lozano, LLP Matt Wothoff, Driscoll Children's Hospital Michael Williamson, Texas National Orlando Campos, Harlingen EDC Raul Garcia, Halff Associates, INC. Ralph Cowen, Port of Brownsville Ramiro Caballero, SBC Global Ramiro Garza, RG Economic Advisors Raudel Garza, Edinburg EDC Rene Alcala, Killam Development Rene Capistran, Noble Texas Builders, LLC Rodrigo Gomez, Coca -Cola Southwest Beverages Ron Garza, UTRGV Roberto Haddad, DHR Health Dr. Rodney H. Rodriguez, South Texas College

Ruben Bosquez, Frost Bank Sarah Hammond, Atlas Electric Air Conditioning Saul Garcia, SAORA, LLC Sergio Contreras, Atlas Hall & Rodriguez, LLP Teclo Garcia, Mission EDC Thomas Davidson, Vantage Bank

322 S. MISSOURI AVE., WESLACO, TX. 78596 P. (956) 968-3141 / F. (956) 968-0210

WWW.RGVPARTNERSHIP.COM

December 1, 2023

Dear Members of the RGV Partnership,

Thank you for your continued support for the RGV Partnership. Currently, we are in the process of electing nominees as Board Members which are listed on Page 2 and have been endorsed by the Board of Directors.

Please complete and return the enclosed ballot by Monday, December 18, 2023. You may send your ballot by mail or email your response to daniel@rgvpartnership.com with the subject line "2024 RGV Partnership Board Member Ballot".

Below is the existing Board of Directors that will serve with the new nominees in 2024:

Rene Alcalá, Killam Development, Hidalgo Co.

Ruben Bosquez, Frost Bank, Hidalgo Co.

Ramiro Caballero, Pharr EDC, Hidalgo Co.

Kevin Campbell, S.R. Campbell Properties, Cameron Co.

Orlando Campos, Harlingen EDC, Cameron Co.

Billy Canales, Rio Motor Company, Starr Co.

Andrew Cannon, RGV MPO, Hidalgo Co.

Rene Capistran, Noble Texas Builders, LLC, Hidalgo Co.

Anabell Cardona, Valley Grande Institute, Hidalgo Co.

Nick Carpenter, Vantage Bank, Hidalgo Co.

Sergio Contreras, Atlas, Hall & Rodriguez, LLP, Hidalgo

Deborah Cordova, Walsh, McGurk, Cordova, Nixon,

Ralph Cowen, Port of Brownsville, Cameron Co.

Francisco Davila, Lone Star National Bank, Hidalgo Co. Maru De La Paz, Valley Baptist Medical Center, Cameron

Javier De Leon, Harlingen Chamber of Commerce, Cameron Co.

Daniel Garces, RRP Consulting Engineers, LLC, Hidalgo Co.

Raul Garcia, Jr., Halff Associates, Inc., Hidalgo Co. Saul Garcia, SAORA, LLC, Hidalgo Co. Teclo Garcia, Mission EDC, Hidalgo Co.
Raudel Garza, Edinburg EDC, Hidalgo Co.
Ron Garza, UTRGV, Hidalgo Co.
Larry Gonzalez, Plains Capital Bank, Hidalgo Co.

Roberto Haddad, Doctors Hospital at Renaissance, Hidalgo Co.

David Irizarry, Valley Regional Medical Center, Willacy Co.

Daniel Lucio, AEP, Cameron Co.

Carlos Margo, South Texas College, Hidalgo Co.

Patrick McDonnell, VTX1, Willacy Co.

Jose Munoz, Guzman & Munoz, Hidalgo Co.

Cori Peña, Brownsville Community Improvement Corporation, Cameron Co.

Naomi Perales, Texas Gas Service, Cameron Co. PLLC, Hidalgo Co.

Sarah Sagredo, Atlas Electrical, Air Conditioning, Refrigeration & Plumbing Services, Inc., Hidalgo Co.

Amanda Saldaña, Pathfinders Public Affairs, Hidalgo Co.

Kent Shepard, Relation Insurance, Hidalgo Co. Krys Weyand, Santa Cruz Properties, LTD, Hidalgo Co.

Michael Williamson, Texas National Bank, Hidalgo Co.

Andrew Wilson, South Texas Health Systems, Hidalgo

Matthew Wolthoff, Driscoll Children's Hospital, Hidalgo Co.

Sincerely,

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Daniel Silva President/CEO RGV Partnership

Rio Grande Valley Partnership Voting Instructions

- 1. If you vote for the recommended slate, your vote includes ALL the candidates on the slate.
- 2. You may vote by writing in names of candidates not on the recommended slate.
- 3. You may vote for (11) candidates, whether they are on the recommended slate or write-ins.
- 4. **VOTING DEADLINE:** To be counted, ballots must be received at the Rio Grande Valley Partnership offices by mail: P.O. Box 1499, Weslaco, Texas 78599, Email, or Fax: (956) 968-0210, **no later than** 5:00 p.m. on Monday, December 18, 2023.

Official Ballot Rio Grande Valley Partnership 2024 Election of Directors

You may vote by marking the appropriate box below for the recommended slate, or you may write in all eleven names on the lines provided below, or you may write in some names and mark off an equal number of names from the recommended slate.

Recommended Slate								
Jamie L. Brown Rojas, Texas Regional Bank, Hidalgo Co. Marie Garcia, SAMES Engineering, Hidalgo Co. Rodrigo Gomez, Coca-Cola Southwest Beverages, Hidalgo Co. Luke Lucio, Texas State Technical College, Cameron Co. **Thomas Aguillon, Charter Communications, Hidalgo Co. **Carter Biel, Foremost Paving, Hidalgo Co.	***Arlene Garza, Gulf Aviation, Cameron Co. ***Juan M. Loya, PNC Bank, Cameron Co. ***Lee Reed, International Bank of Commerce, Cameron Co. ***J.D. Salinas, AT&T, Hidalgo Co. ****Lauren K. Christy, Galligan, Key & Lozano, LLP, Cameron Co.							
* serving 1st year of 1st two-year term in 2024 **** serving 1st year of 2nd two-year term in 2024 **** serving 2nd year of 2nd two-year term in 2024 [] wish to vote for the recommended state as	s shown above							
I wish to write in names as shown below:	S SHOWIT ADOVE.							
Candidate Name	Business Affiliation							
12								
3								
5								
6								
7 8								
9								
10								
11								
Signed)							
Member Firm	City							

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 5245 A

ACTION ITEM (ID # 5245)

Consideration and ACTION to approve the first reading of am ordinance of the City of Los Fresnos, Cameron County, Texas amending Chapter 48, Zoning, Article II, District Regulations, Division 7, Additional Standards, Subdivision Iv, Signs, Sec. 48-275 Signs Permitted by Zone, Off-Premises Advertising and F. Changeable Electronic Variable Message Signs, and Repealing All Ordinances and Parts of Ordinances in conflict therewith.

Our sign ordinance needs updating.

Currently, it does not allow for billboard signs. This was set up years ago when the original town site existed from about the Catholic Church to the Lions Hall. There is no room for billboard signs in that area anyway. As the city limits have expanded to the east and especially to the west, there were existing billboard signs that are grandfathered and allowed to remain. The restriction of no billboard signs at all can be challenged as too restrictive. So working with several billboard companies and looking at other ordinances around the state, we are proposing to update our ordinance and allow them with some restrictions. There will still be restrictions on the size. It has to be under about 20' X 20', a maximum of 385 square feet. They have to be 3,000 feet apart from each other. They can't be located in the old part of town. The lot has to be a certain size so if it falls it falls within the owners property. Lastly they can only be located on the main state roadways, not residential streets.

Additionally, our ordinance is restrictive on the new electronic display signs. This updates our ordinance to the industry standards which is reflective in the second red section. It can't be in a residential neighborhood. It can't change faster than 8 seconds. It must be available for emergency messages.

Both of these changes will meet the current needs and standards that are generally acceptable.

I recommend approval.

ORDINANCE 555

AN ORDINANCE OF THE CITY OF LOS FRESNOS, CAMERON COUNTY, TEXAS AMENDING CHAPTER 48, ZONING, ARTICLE II, DISTRICT REGULATIONS, DIVISION 7, ADDITIONAL STANDARDS, SUBDIVISION IV, SIGNS, SEC. 48-275 SIGNS PERMITTED BY ZONE, OFF-PREMISES ADVERTISING AND F. CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

This ordinan	ce was ii	ntroduc	ed and su	bmitted to	the City	Council fo	or passage a	nd adoptior	n after th	e second re	ading
of the Ord	linance.	Aft	er presei	ntation a	nd disc	ussion of	the Ordin	nance, a	motion	was mad	e by
						_ that the	Ordinance	be finally	passed	and adopt	ed in
accordance	with	the	City's	Home	Rule	Charter.	The	motion	was	seconded	by
					_ and carrie	ied by the following voted:					
Mayor Alej	andro F	lores				_	For	Against _	Abs	tained	
Councilmember Albert Escobedo					For	Against _	Abs	tained			
Councilmember Juan Munoz						For	Against _	Abs	tained		
Councilmember Gabriela Fernandez						For Against Abstained					
Mayor Pro-Tem Luis Gonzalez					For	Against _	Abs	tained			
Councilmember Terry Vinson				_	For	Against _	Abs	tained			

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

SECTION 1. Chapter 48, Zoning, in the Code of Ordinances of the City of Los Fresnos, Texas is hereby amended to reflect as follows:

SECTION 2. Article II, District Regulations, Division 7, Additional Standards, Subdivision IV, Signs, Sec. 48-275 Signs Permitted by Zone, e. Off-premises Advertising REMOVE-

Off-premises advertising signs. All off-premises advertising signs, to include billboards, are defined as freestanding signs and shall be required to meet the same standard as any other freestanding sign as follows:

- 1. Sign area. The maximum allowable sign area shall equal 100 square feet.
- 2. Sign height. The maximum allowable height of any sign shall equal 30 feet.
- 3. *Number of signs*. No off-premises advertising sign shall be located on any un-platted lot, nor shall it be located on a platted lot less than 50 feet in width. The off-premises advertising sign located on any building lot shall be considered as the one freestanding sign allowed for said building lot. Any existing or future building located on the same building lot shall not be allowed to erect or place another freestanding sign on the same building lot with the off-premises advertising sign.
- 4. *Prohibited.* All off-premises advertising signs, in addition to the above listed requirements, shall not be placed upon the wall or roof of a building.

ADD-

OFF-PREMISE SIGN (BILLBOARD) REGULATIONS

- 1. **Maximum Area per Sign Panel:** 385 square feet, including border and trim but excluding ornamental base or apron, supports and other structural members. Back to back displays erected at no greater than a 30 degree angle to each other shall be permitted and deemed to be a single sign.
- 2. **Distance to Other Off-Premise Signs:** No off-premise sign shall be located closer than 3,000 feet from any other legally erected off-premise sign located on either side of the street or highway and 1,500 feet radius from another legally erect off-premise sign. No off-premise signs will be located between Retama Street and Mesquite Street along Ocean Boulevard and between Alvarez Court and Whipple Road along Arroyo Boulevard.
- 3. **Setback:** An off-premise sign shall be set back a minimum of 50 feet or 10 feet plus 1 foot for each foot of height of the sign whichever is greater from all property lines.
- 4. **Height:** No off-premise sign shall exceed Sixty (60) feet in vertical height.
- 5. **Where allowed:** Off-premise (billboard) signs are permitted only in the C-1, C-2, C-3 and C-4 zoning districts. An off-premise sign is considered to be an accessory use. Off-premise signs shall be allowed only on properties with frontage upon the following streets marked State and Federal highways. Where more than one such marked highway shares the same roadway, the provisions of both highways as enumerated below shall apply.
 - a. State Highway 100
 - b. FM 1847
 - c. FM 1575
 - d. FM 803

SECTION 3. Article II, District Regulations, Division 7, Additional Standards, Subdivision IV, Signs, Sec. 48-275 Signs Permitted by Zone, E. Off-premises Advertising, 7 Advertising balloons, f. Changeable Electronic Variable Message signs REMOVE-

- f. Changeable electronic variable message signs.
 - 1. Definition. The term "CEVMS" means a sign which permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including LED (light emitting diode) or digital sign, and which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.
 - 2. *Generally*. Electronic signage shall be permitted in lieu of any permitted freestanding or monument signs on a property. All other sign requirements shall be followed.
 - 3. Additional restrictions.
 - (i) Images must remain static for at least five seconds. The transition from each static image may not last more than three seconds.
 - (ii) Provide for auto dimming/brightening based on natural ambient light conditions.

ADD

OTHER SIGNS

Electronic Displays: Electronic message unit signs are permitted in C-1, C-2, C-3, and C-4 districts and may be located on the same sign structure as non-message unit signs.

- a. Electronic message unit signs may not be located within 100 feet of the boundary of any residentially-zoned district.
- b. Electronic message unit signs may also display time and temperature as well as information of a civic, charitable, or similar nature.
- c. Messages may not change at a rate faster than one change per eight seconds.
- d. All Electronic message unit signs shall be capable of displaying timely information regarding (i) Amber Alerts, (ii) Silver Alerts, and (iii) public safety and emergency alerts regarding, but not limited to, natural disasters, threatening weather, terrorist attacks, chemical spills, train derailments, industrial and transportation accidents, mass shootings, and other emergency notifications, as may be requested by designated officials of the City of Los Fresnos. All Electronic message unit sigs shall also be capable of displaying public service and other community and non-profit announcements and messages as may be requested by designated officials, to the extent such announcements and messages do not interfere with contractual commitments for privately sponsored messaging, such being necessary to fund the installation and maintenance of the Electronic Message Unit signs without the need for taxpayer or any other governmental funds. Emergency messages shall always preempt privately sponsored messages and have top priority.

SECTION 4. That all ordinances that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 6. This Ordinance shall take effect after the final reading and when caption of Ordinance has been published in the official newspaper of the City.

INTRODUCED AND APPROVED on the first re	eading this day of	, 2023.
APPROVED AND PASSED on the second reading	ng this day of	, 2024.
	Mayor, Alejandro Flores	
ATTEST:		
City Secretary, Jacqueline Moya		

1.F.10

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 5243

ACTION ITEM (ID # 5243)

Discussion on reported speeding on residential streets.

Updated: 12/8/2023 8:38 AM by Jacqueline Moya

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM
Department: City Secretary
Category: Report
Prepared By: Bianca Huerta
Initiator: Bianca Huerta
Sponsors:

ACTION ITEM (ID # 5205) DOC ID: 5205 B

City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. TxDot Highway 100 H. East 10th & East 5th Street Sewer I. Projects Discussed But Not Funded J. Veteran's Memorial K. Water Funding L. Wastewater Funding M. Christmas Lights

A. Waste Water Collection System & Upgrade - All homes and businesses along Highway 100 are connected with sewer service. We were able to get the easement problem resolved. Hopefully, construction will resume soon. Once I have the schedule I will let you know.

We will have about \$550,000 in grant funds to complete additional projects at the Wastewater Plant. Hanson Professional Services is working with TWDB on the cost/budget and engineering for these items to see what we can accomplish.

The CDBG funding for this cycle will cover upgrades on sewer lines and manholes in 5 areas around the city. We are advertising for bids. It will be ready for approval of the Council at the December meeting.

- B. Water Treatment Plant Expansion Work continues. Great progress with this project. We are still not able to resume operations due to equipment being back ordered. We don't have a time when that can happen.
- C. Street Repairs The street project along with the sewer work has begun. Eighth Street between Olmo Street and Nogal Street, Eighth Street between Arroyo Blvd and Alamo Street, Fifth Street between Brazil Street and Alamo Street, and Sixth Street between Alamo Street and Arroyo Blvd are all almost ready for paving which should be done this week or early next week. Sixth Street between Como Street and Ebano Street is under construction. They will continue the progress.

We have received an award for \$500,000 for the CDBG funding for the next cycle to repair 7th from Palma to Fresno; 9th from Mesquite to Olmo; 5th from Mesquite to Palma. We hope we will get clearance to start the engineering portion of the grant in the fist quarter of 2024.

Other streets in need of repair but not funded include: Canal from 1847 to Mesquite; Mesquite from 100 to Canal; 1st from Nogal to the cul-de-sac; 2nd from 1847 to Alamo; Ebano from 100 to 3rd; Nogal from 10th to the shooting range. The estimate for these street repairs is about \$1,000,000. There are now other streets starting to fail due to the high traffic from motorists detouring around the construction on Highway 100.

D. Drainage - Staff has met with Hanson Professional Services to begin work on these drainage projects. The loan and grant were funded. It is \$843,704 in loan forgiveness which means a grant, free money. It also includes a zero percent interest loan for \$860,000 for the rest of the project. This will be for drainage of Resaca Escondida (south of Nature Park), drainage improvements along Whipple Road and Valle Alto Subdivision and ditches to Highway 100 and

Updated: 12/8/2023 11:00 AM by Mark Milum B

a city wide drainage study and plan. Hanson is working on the environmental clearance on the projects. This could take from 6 months to a year.

Also we have identified the back up of water along Highway 100 near the Motel and just past the school to the west of FM 1575. Both are the responsibility of TxDot. They don't see it as a major issue so are not interested in doing anything. However, as development occurs behind the Motel and along Evergreen Street soon, we will divert drainage water to the north and away from that area. We are hopeful it will be enough to make a difference during large rain events.

We sent a letter to Cameron County Drainage District # 1 on 2 areas where we feel like they as the drainage district collecting taxes in this area, should take over some drainage ditches that area currently not owned and maintained by anyone (well property is owned by the local property owner). Easements need to be acquired and then the ditches need to be cleaned and maintained. Another area of concern is south on California Road where the drainage ditches are not maintained by anyone. We are working with CCID#6, CCDD#4, the County and a developer to redirect the water. This was discussed at length with the CCDD#1 Board. It was agreed to look at one area at a time to see how this can be dealt with. The concern is if CCDD#1 agrees to take over this area or these areas, it will open the door for many others. I have suggested the CCDD#1 staff to look at all areas that need to be taken over, calculate initial costs and then ongoing costs on an ongoing basis to determine how this can be done.

- E. Whipple Road This is in TxDot's corner at this time. There has been no updates since the last meeting. This is to widen Whipple Road. The plans call for 2 driving lanes of 12 feet each, a center turn lane 14 feet wide and a 5 foot sidewalk on each side and bike lanes on each side. The plans are complete. The project continues. They will work on some right-of-way purchases and completing the environmental. There is \$4,820,000 for preliminary engineering and construction costs. We will have to locate funds for any construction costs over the available amount. Once we have the preliminary engineering completed and an estimate done, we will be able to know the amounts of shortfall in funding there is and better determine when we can start construction. Construction is scheduled in 2026 but hopefully we can get funding moved up sooner.
- F. COVID-19 The total amount is of funds that we will be receiving \$1,941,898.48. The projects approved are to replace the water ground storage tank for \$227,100 and \$198,400 for the sewer lines on West Highway 100 and Escalante Road which is complete. The Council also approve the Whipple Sewer Extension for \$257,050 which has not started yet and sewer lines and manhole replacement for \$708,876 which is part of the street project and is in progress. Lastly, on today's agenda is the approval of the extra sewer lines and manhole replacement as part of the CDBG project for \$330,226. Once these projects are done we will work on the remaining funds of approximately \$220,000 for additional sewer lines and manholes.
- G. TxDot Highway 100 The roadway is 100% open. They are fixing drainage issues with the new road on the north side of Highway 100 at Mesquite, Pita, Como and Ebano Streets. I do not have a completion date at this time.

- H. East 10th & East 5th Street Sewer The help for the issue at East 10th Street has been rerouted and hopefully will be helpful. The East 5th Street Sewer issue will be resolved in the next 6 months or so with the CDBG funding that is hopefully approved tonight..
- I. Projects Discussed But Not Funded Water Line Replacement \$1,000,000; Sewer Line Replacement \$1,813,500.
- J. Veteran's Memorial Construction has begun. They say they will be complete by the end of the year.
- K. Water Funding We have continued to seek funding in any means possible for upgrades that are needed as part of a system wide study we conducted about 8 years ago. We were notified last week we were approved for funding in the amount of \$13,252,290. We will be meeting with Guzman & Munoz Engineering in the next few days to review the entire project needs. We have completed some of these items that are included with other funding over the last few years. Once we deduct what has already been completed, we will submit a new estimate based on what we want to do. TWDB will then let us know if there loan forgiveness (grant) is included and what interest rate it would be on the loan amount. Last time we qualified for a zero percent loan.
- L. Wastewater Funding We have continued to seek funding in any means possible for upgrades that are needed as part of a system wide study we conducted about 8 years ago. We were notified last week we were approved for funding in the amount of \$5,867,618. We will be meeting with Guzman & Munoz Engineering in the next few days to review the entire project needs. We have completed some of these items that are included with other funding over the last few years. Once we deduct what has already been completed, we will submit a new estimate based on what we want to do. TWDB will then let us know if there loan forgiveness (grant) is included and what interest rate it would be on the loan amount. Last time we qualified for a zero percent loan.
- M. Christmas Lights New additions are up and look good.

1.H.1

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta Initiator: Bianca Huerta

Sponsors:

DOC ID: 5206

ACTION ITEM (ID # 5206)

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

Call with questions.

I recommend approval.

Check Report



City of Los Fresnos, TX

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number Bank Code: FVB1-GENE	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08269	107 NURSERY & GARDEN CENTER	11/03/2023	Regular	0.00	1,060.80	<i>4</i> 107 <i>4</i>
01241	AED Brands, LLC	11/03/2023	Regular	0.00	2,612.00	
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SHC		Regular	0.00	1,112.66	
01565	AMAZON.COM	11/03/2023	Regular	0.00	982.88	
02740	ANGEL R. HERNANDEZ	11/03/2023	Regular	0.00	494.00	
05130	APPLIED CONCEPTS INC	11/03/2023	Regular	0.00	369.17	
09860	AT&T MOBILITY	11/03/2023	Regular	0.00	1,487.75	
08369	BIANCA HUERTA	11/03/2023	Regular	0.00	406.44	
05770	BIBLIONIX LLC	11/03/2023	Regular	0.00	1,870.00	
01302	BIG M PEST CONTROL, LLC	11/03/2023	Regular	0.00	595.00	
08032	BLADES GROUP, LLC	11/03/2023	Regular	0.00	3,591.00	
08224	CASSANDRA IBARRA	11/03/2023	Regular	0.00	100.00	
00004	CITY OF LOS FRESNOS	11/03/2023	Regular	0.00	2,066.64	
01325	Claudia Gonzalez	11/03/2023	Regular	0.00	100.00	
04595	CORE & MAIN LP	11/03/2023	Regular	0.00	162.12	
08328	DANA SAFETY SUPPLY, INC	11/03/2023	Regular	0.00	30,108.38	
08103	EMILIO GOMEZ	11/03/2023	Regular	0.00	791.00	
03200	ENRIQUE C JUAREZ	11/03/2023	Regular	0.00	2,700.00	
01323	Ercilia Vela	11/03/2023	Regular	0.00	100.00	
02635	FASTSIGNS	11/03/2023	Regular	0.00	832.45	
08069	FOREMOST TELECOMMUNICATIONS CORP	11/03/2023	Regular	0.00		41094
09440	FUELMAN	11/03/2023	Regular	0.00	6,009.71	
00215	GALLS, LLC	11/03/2023	Regular	0.00	825.73	
00225	GENE DANIELS	11/03/2023	Regular	0.00	1,433.34	
00243	GT DISTRIBUTORS, INC.	11/03/2023	Regular	0.00	1,831.55	
09685	HANSON PROFESSIONAL SERVICES, INC.	11/03/2023	Regular	0.00	3,244.82	
00255	HECTOR'S MUFFLER	11/03/2023	Regular	0.00	· ·	41100
05905	INGRAM LIBRARY SERVICES	11/03/2023	Regular	0.00		41101
01675	INTERNATIONAL CODE COUNCIL, INC	11/03/2023	Regular	0.00		41102
01322	Jessica Juarez	11/03/2023	Regular	0.00	100.00	
03605	JOHN DEERE GOVT AND NATL	11/03/2023	Regular	0.00		41104
08248	KONICA MINOLTA PREMIERE FINANCE	11/03/2023	Regular	0.00	216.99	
08196	LA HORMIGA TIRE SHOP	11/03/2023	Regular	0.00	139.00	
08339	LEXIPOL, LLC	11/03/2023	Regular	0.00	2,403.50	
03005	LINEBARGER GOGGAN BLAIR & SAMPSON	11/03/2023	Regular	0.00	9,006.30	41108
00305	LOS FRESNOS CHAMBER OF COMMERCE	11/03/2023	Regular	0.00	3,500.00	41109
01324	Marlene Mendez	11/03/2023	Regular	0.00	100.00	
05785	MAXIMINO TORRES	11/03/2023	Regular	0.00	585.00	41111
00430	PETTY CASH	11/03/2023	Regular	0.00	37.72	41112
01326	Ramiro Rafael Recio	11/03/2023	Regular	0.00	50.00	41113
07855	REGION STAFFING, INC	11/03/2023	Regular	0.00	2,716.00	41114
01313	RGV Master Pool Services, LLC	11/03/2023	Regular	0.00	4,893.88	41115
01320	Rita Vidal	11/03/2023	Regular	0.00	50.00	41116
00470	SAM'S	11/03/2023	Regular	0.00	828.43	41117
03465	SIRCHIE FINGERPRINT LABORATORIES	11/03/2023	Regular	0.00	417.78	41118
05350	TEAM GRAPHIX & AWARDS	11/03/2023	Regular	0.00	161.00	41119
08017	THE GRAFIK SPOT LLC	11/03/2023	Regular	0.00	400.00	41120
08381	UrbanCore Collaborative, Inc. DBA ViewPro	11/03/2023	Regular	0.00	1,200.00	41121
08455	VEAE COMMUNICATION SERVICES LLC	11/03/2023	Regular	0.00	800.00	41122
09940	XEROX FINANCIAL SERVICES	11/03/2023	Regular	0.00	249.91	41123
01318	MEDINA, JHOVANA ELIZABETH	11/03/2023	Regular	0.00	15.00	41124
01328	PAREDES, DYLAN KRISTOPHER	11/03/2023	Regular	0.00	15.00	41125
01313	RGV Master Pool Services, LLC	11/03/2023	Regular	0.00	2,831.38	41126
05785	MAXIMINO TORRES	11/03/2023	Regular	0.00	280.00	

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Check Report Date Range: 11/01/2023 - 11/30/2023

Check	Report				1	Date Range: 11/01/20	23 - 11/30/
Vendo	or Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08018		PET WELLNESS CENTER	11/07/2023	Regular	0.00	506.30	41128
01301		AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SHC	11/07/2023	Regular	0.00	1,081.08	41129
00050		A&A TOWING & RECOVERY, LLC	11/17/2023	Regular	0.00	560.00	41130
01301		AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SHC	11/17/2023	Regular	0.00	135.00	41131
07320		ALLIED WASTE SERVICES	11/17/2023	Regular	0.00	77,377.51	41132
01565		AMAZON.COM	11/17/2023	Regular	0.00	409.30	41133
03950		AMSTERDAM PRINTING	11/17/2023	Regular	0.00	1,167.15	41134
02740		ANGEL R. HERNANDEZ	11/17/2023	Regular	0.00	171.00	41135
05130		APPLIED CONCEPTS INC	11/17/2023	Regular	0.00	369.17	41136
08298		ARAMARK UNIFORM SERVICES, INC	11/17/2023	Regular	0.00	263.52	41137
		Void	11/17/2023	Regular	0.00	0.00	41138
02435		BENJAMIN RANGEL	11/17/2023	Regular	0.00	280.00	41139
01261		BIG LAKE SUPPLY LLC	11/17/2023	Regular	0.00	7,181.00	41140
08965		CC DISTRIBUTORS, INC	11/17/2023	Regular	0.00	669.33	41141
03545		CITY OF BROWNSVILLE	11/17/2023	Regular	0.00	108.00	41142
01019		CivicPlus, LLC	11/17/2023	Regular	0.00	2,393.39	41143
08328		DANA SAFETY SUPPLY, INC	11/17/2023	Regular	0.00	15,022.16	41144
05895		DIRECT ENERGY-UTILITY OPERATIONS	11/17/2023	Regular	0.00	13,201.68	41145
01211		EDWARD GUERRERO	11/17/2023	Regular	0.00	1,022.57	41146
00198		EMBLEM ENTERPRISES	11/17/2023	Regular	0.00	2,001.41	41147
01430		ESTRADA HINOJOSA & COMPAN	11/17/2023	Regular	0.00	500.00	41148
03000		FIRST COMMUNITY BANK	11/17/2023	Regular	0.00	758.76	41149
08304		FLAGS IMPORTER CORPORATION	11/17/2023	Regular	0.00	128.50	41150
04635		FOUR STAR DRIVE IN RESTAURANT	11/17/2023	Regular	0.00	120.00	41151
01335		Francisco Noyola	11/17/2023	Regular	0.00	50.00	41152
02095		GFOAT/TML	11/17/2023	Regular	0.00	100.00	41153
00243		GT DISTRIBUTORS, INC.	11/17/2023	Regular	0.00	2,022.87	41154
09685		HANSON PROFESSIONAL SERVICES, INC.	11/17/2023	Regular	0.00	1,991.00	41155
01333		Hector Gonzalez	11/17/2023	Regular	0.00	100.00	41156
00255		HECTOR'S MUFFLER	11/17/2023	Regular	0.00	215.00	41157
00258		HOME DEPOT CREDIT SERVICE	11/17/2023	Regular	0.00	6,299.82	41158
01675		INTERNATIONAL CODE COUNCIL, INC	11/17/2023	Regular	0.00	204.00	41159
08344		KENDIG KEAST COLLABORATIVE	11/17/2023	Regular	0.00	1,235.00	41160
00280		L T BOSWELL, LLC	11/17/2023	Regular	0.00	517.90	41161
08196		LA HORMIGA TIRE SHOP	11/17/2023	Regular	0.00	68.00	41162
03405		LEXISNEXIS RISK DATA MANAGEMENT INC	11/17/2023	Regular	0.00	100.00	41163
00305		LOS FRESNOS CHAMBER OF COMMERCE	11/17/2023	Regular	0.00	1,500.00	41164
08239		LOS FRESNOS NEWS	11/17/2023	Regular	0.00	630.00	41165
06350		LRGV CITY SECRETARIES ASSOC	11/17/2023	Regular	0.00	50.00	41166
08675		LUIS ANGEL RAMOS	11/17/2023	Regular	0.00	11,312.37	41167
00360		MIDDLETON AIR	11/17/2023	Regular	0.00	524.21	41168
06450		MOTOROLA SOLUTIONS, INC	11/17/2023	Regular	0.00	18,725.00	41169
09755		NEW CORE INC	11/17/2023	Regular	0.00	194.00	41170
01274		NewLane Finance Company	11/17/2023	Regular	0.00	670.52	41171
08080		NOVA HEALTHCARE, P.A.	11/17/2023	Regular	0.00	198.98	41172
01334		Oralia Melendez	11/17/2023	Regular	0.00	100.00	41173
00413		O'REILLY AUTO PARTS	11/17/2023	Regular	0.00	1,549.01	41174
		Void	11/17/2023	Regular	0.00	0.00	41175
00430		PETTY CASH	11/17/2023	Regular	0.00	35.23	41176
00915		PURCHASE POWER	11/17/2023	Regular	0.00	702.73	41177
07855		REGION STAFFING, INC	11/17/2023	Regular	0.00	1,382.40	41178
01313		RGV Master Pool Services, LLC	11/17/2023	Regular	0.00	955.02	41179
08263		RIO COMFORT A/C & HEATING, LLC	11/17/2023	Regular	0.00	1,374.00	41180
07610		RIO GRANDE VALLEY COMMUNICATIONS GROUP	11/17/2023	Regular	0.00	22,512.00	41181
09000		ROCHA INFRASTRUCTURE CONSTRUCTION	11/17/2023	Regular	0.00	300.00	
01331		RODRIGUEZ, DANIEL	11/17/2023	Regular	0.00	344.00	
07555		SMARTCOM TELEPHONE	11/17/2023	Regular	0.00	613.04	41184
01114		SOCIETY FOR HUMAN RESOURCE MANAGEMENT	11/17/2023	Regular	0.00	244.00	41185
01645		STAPLES	11/17/2023	Regular	0.00	479.61	
01317		Sweetwater Sound Holdings, LLC	11/17/2023	Regular	0.00	1,127.94	41187
		Void	11/17/2023	Regular	0.00		41188

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Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
09445	TACTICAL GEAR.COM	11/17/2023	Regular	0.00	647.95	41189
00545	TEEX	11/17/2023	Regular	0.00	868.00	41190
00530	TEXAS MUNICIPAL LEAGUE	11/17/2023	Regular	0.00	1,936.88	41191
05930	TMCA	11/17/2023	Regular	0.00	125.00	41192
01115	TOMAS SALAZAR	11/17/2023	Regular	0.00	600.00	41193
08257	TOTAL IMAGING SOLUTIONS, INC	11/17/2023	Regular	0.00	698.53	41194
01336	Yanet McClanahan	11/17/2023	Regular	0.00	50.00	41195
01337	HERRERA, AGAPITO JR	11/21/2023	Regular	0.00	169.00	41196
01314	Victor Montemayor	11/21/2023	Regular	0.00	2,250.00	41197
08047	BIANCA ROCHA	11/22/2023	Regular	0.00	135.00	41198
08258	PAYWERX, LLC	11/01/2023	Bank Draft	0.00	68.00	DFT0000485
08174	ELAVON, INC	11/02/2023	Bank Draft	0.00	169.44	DFT0000494
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	103.15	DFT0000495
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	622.45	DFT0000496
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	927.52	DFT0000497
09635	VISTA COM	11/09/2023	Bank Draft	0.00	6,484.00	DFT0000498
00001	CITY OF L.F. PAYROLL ACCT	11/09/2023	Bank Draft	0.00	127,141.20	DFT0000502
00001	CITY OF L.F. PAYROLL ACCT	11/22/2023	Bank Draft	0.00	128,067.03	DFT0000508
08258	PAYWERX, LLC	11/08/2023	Bank Draft	0.00	5.00	DFT0000514
08258	PAYWERX, LLC	11/21/2023	Bank Draft	0.00	475.50	DFT0000515

Bank Code FVB1 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	248	122	0.00	307,511.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	10	10	0.00	264,063.29
EFT's	0	0	0.00	0.00
_	258	135	0.00	571.574.97

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City of Los Fresnos, TX

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB2-WATE						
01241	AED Brands, LLC	11/03/2023	Regular	0.00		152122
05635	AGUAWORKS PIPE & SUPPLY, INC	11/03/2023	Regular	0.00		152123
01565	AMAZON.COM	11/03/2023	Regular	0.00	1,207.04	
07270	AQUA METRIC SALES COMPANY	11/03/2023	Regular	0.00	2,170.98	
09860	AT&T MOBILITY	11/03/2023	Regular	0.00		152126
01302	BIG M PEST CONTROL, LLC	11/03/2023	Regular	0.00		152127
00004	CITY OF LOS FRESNOS	11/03/2023	Regular	0.00		152128
04595	CORE & MAIN LP	11/03/2023	Regular	0.00		152129
05895	DIRECT ENERGY-UTILITY OPERATIONS	11/03/2023	Regular	0.00	8,314.47	
02325	EAST RIO HONDO WATER	11/03/2023	Regular	0.00		152131
00211	FEDERAL EXPRESS	11/03/2023	Regular	0.00		152132
09440	FUELMAN	11/03/2023	Regular	0.00	1,643.67	
00250	HACH CHEMICAL	11/03/2023	Regular	0.00		152134
00255	HECTOR'S MUFFLER	11/03/2023	Regular	0.00		152135
08196	LA HORMIGA TIRE SHOP	11/03/2023	Regular	0.00		152136
07860	LINDE GAS & EQUIPMENT INC	11/03/2023	Regular	0.00		152137
02090	LOWER COLORADO RIVER AUTH	11/03/2023	Regular	0.00	1,000.00	
08690	LUIS MASCORRO	11/03/2023	Regular	0.00		152139
06895 05785	MAGIC VALLEY ELECTRIC COOPERATIVE	11/03/2023 11/03/2023	Regular	0.00 0.00		152140 152141
	MAXIMINO TORRES PEGION STAFFING INC	11/03/2023	Regular	0.00	2,937.60	
07855 09000	REGION STAFFING, INC ROCHA INFRASTRUCTURE CONSTRUCTION	11/03/2023	Regular	0.00	•	152142
09000	SAM'S	11/03/2023	Regular	0.00		152143
05350	TEAM GRAPHIX & AWARDS	11/03/2023	Regular	0.00		152144
01750	TX COMMISSION ON	11/03/2023	Regular Regular	0.00		152145
01750	TX COMMISSION ON	11/03/2023	Regular	0.00		152147
01750	TX COMMISSION ON	11/03/2023	Regular	0.00	8,449.22	
08455	VEAE COMMUNICATION SERVICES LLC	11/03/2023	Regular	0.00	· ·	152149
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SHC		Regular	0.00	1,726.54	
08068	A3 CONTRACTORS & SERVICES, LLC	11/17/2023	Regular	0.00	7,500.00	
08272	ADT COMMERCIAL LLC	11/17/2023	Regular	0.00	· ·	152152
05635	AGUAWORKS PIPE & SUPPLY, INC	11/17/2023	Regular	0.00		152153
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SHC		Regular	0.00	5,650.33	
09450	ALAMO IRON WORKS	11/17/2023	Regular	0.00	· ·	152155
01565	AMAZON.COM	11/17/2023	Regular	0.00		152156
07270	AQUA METRIC SALES COMPANY	11/17/2023	Regular	0.00	16,357.67	152157
08298	ARAMARK UNIFORM SERVICES, INC	11/17/2023	Regular	0.00	197.68	152158
08965	CC DISTRIBUTORS, INC	11/17/2023	Regular	0.00	133.86	152159
06715	CHEMTEX INDUSTRIES, LLC	11/17/2023	Regular	0.00	325.00	152160
00204	DENALI WATER SOLUTIONS LLC	11/17/2023	Regular	0.00	3,535.00	152161
08070	DEPARTMENT OF STATE HEALTH SERVICES	11/17/2023	Regular	0.00	85.77	152162
08070	DEPARTMENT OF STATE HEALTH SERVICES	11/17/2023	Regular	0.00	56.77	152163
07535	DPC INDUSTRIES, INC	11/17/2023	Regular	0.00	5,269.00	152164
01430	ESTRADA HINOJOSA & COMPAN	11/17/2023	Regular	0.00	1,000.00	152165
03000	FIRST COMMUNITY BANK	11/17/2023	Regular	0.00	1,408.14	152166
00258	HOME DEPOT CREDIT SERVICE	11/17/2023	Regular	0.00	906.71	152167
08265	INTEGRITY TESTING, INC	11/17/2023	Regular	0.00	876.00	152168
08690	LUIS MASCORRO	11/17/2023	Regular	0.00	595.00	152169
01274	NewLane Finance Company	11/17/2023	Regular	0.00	121.84	152170
00413	O'REILLY AUTO PARTS	11/17/2023	Regular	0.00	255.68	152171
07855	REGION STAFFING, INC	11/17/2023	Regular	0.00	1,536.00	152172
07555	SMARTCOM TELEPHONE	11/17/2023	Regular	0.00	228.00	152173
03225	SOUTHERN PETROLEUM LABORATORIES, INC.	11/17/2023	Regular	0.00	679.00	152174
01645	STAPLES	11/17/2023	Regular	0.00	479.58	152175

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	11/17/2023	Regular	0.00	0.00	152176
05350	TEAM GRAPHIX & AWARDS	11/17/2023	Regular	0.00	170.00	152177
01750	TX COMMISSION ON	11/17/2023	Regular	0.00	4,726.05	152178
01182	VISION EQUIPMENT, LLC	11/17/2023	Regular	0.00	2,549.64	152179
01300	WHITE LUMBER & SUPPLY INC	11/17/2023	Regular	0.00	1,450.20	152180
09685	HANSON PROFESSIONAL SERVICES, INC.	11/21/2023	Regular	0.00	27,375.00	152181
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	670.20	DFT0000499
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	600.21	DFT0000500
08222	OPENEDGE	11/02/2023	Bank Draft	0.00	2,688.61	DFT0000501
00001	CITY OF L.F. PAYROLL ACCT	11/09/2023	Bank Draft	0.00	41,779.68	DFT0000504
00001	CITY OF L.F. PAYROLL ACCT	11/22/2023	Bank Draft	0.00	40,328.84	DFT0000509
00605	US POSTMASTER	11/17/2023	Bank Draft	0.00	219.30	DFT0000516
00605	US POSTMASTER	11/30/2023	Bank Draft	0.00	981.48	DFT0000517

Bank Code FVB2 Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	100	59	0.00	119,703.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	7	7	0.00	87,268.32
EFT's	0	0	0.00	0.00
_	107	67	0.00	206,971.65

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City of Los Fresnos, TX

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB9-CD	C CHECKING					
06945	DESIDERIO MARTINEZ	11/03/2023	Regular	0.00	1,520.00	3435
08304	FLAGS IMPORTER CORPORATION	11/03/2023	Regular	0.00	623.00	3436
01288	Jenibelle Leal	11/03/2023	Regular	0.00	28.17	3437
00305	LOS FRESNOS CHAMBER OF COMMERCE	11/03/2023	Regular	0.00	1,250.00	3438
01316	Regal Flag & Poles, Inc	11/03/2023	Regular	0.00	4,207.50	3439
01319	Roxi's Hair Makeup Plus More	11/03/2023	Regular	0.00	219.99	3440
08269	107 NURSERY & GARDEN CENTER	11/17/2023	Regular	0.00	13,995.60	3441
08156	BIANCA MARTINEZ	11/17/2023	Regular	0.00	106.11	3442
01268	CHRISTMAS DONE BRIGHT INC.	11/17/2023	Regular	0.00	8,430.80	3443
06945	DESIDERIO MARTINEZ	11/17/2023	Regular	0.00	1,520.00	3444
03000	FIRST COMMUNITY BANK	11/17/2023	Regular	0.00	191.90	3445
09830	H2O CONSTRUCTION SERVICES, INC	11/17/2023	Regular	0.00	44,452.49	3446
00305	LOS FRESNOS CHAMBER OF COMMERCE	11/17/2023	Regular	0.00	1,000.00	3447
01274	NewLane Finance Company	11/17/2023	Regular	0.00	45.69	3448
00915	PURCHASE POWER	11/17/2023	Regular	0.00	8.19	3449
08257	TOTAL IMAGING SOLUTIONS, INC	11/17/2023	Regular	0.00	11.29	3450
00001	CITY OF L.F. PAYROLL ACCT	11/09/2023	Bank Draft	0.00	518.33	DFT0000505
00001	CITY OF L.F. PAYROLL ACCT	11/22/2023	Bank Draft	0.00	1,061.06	DFT0000511

Bank Code FVB9 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	16	0.00	77,610.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,579.39
EFT's	0	0	0.00	0.00
_	19	18	0.00	79.190.12

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City of Los Fresnos, TX

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: F0370-PA	AYROLL ACCOUNT					
00020	AMERICAN HERITAGE LIFE	11/03/2023	Regular	0.00	3,048.68	4459
04185	TMPA	11/03/2023	Regular	0.00	64.60	4460
01120	UNITED OF OMAHA LIFE INSURANCE COMPANY	11/03/2023	Regular	0.00	1,295.66	4461
07565	COMMUNITY LOAN CENTER	11/17/2023	Regular	0.00	815.67	4462
	Void	11/17/2023	Regular	0.00	0.00	4463
04185	TMPA	11/17/2023	Regular	0.00	73.85	4464
00030	TEXAS MUNICIPAL RETIREMEN	11/01/2023	Bank Draft	0.00	29,347.33	DFT0000506
01505	TEXAS CSDU	11/08/2023	Bank Draft	0.00	1,949.66	DFT0000507
08318	UNITED HEALTHCARE INSURANCE COMPANY	11/13/2023	Bank Draft	0.00	36,426.12	DFT0000512
01505	TEXAS CSDU	11/20/2023	Bank Draft	0.00	1.949.66	DFT0000513

Bank Code F0370 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	5,298.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	4	4	0.00	69,672.77
EFT's	0	0	0.00	0.00
_	9	10	0.00	74,971.23

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City of Los Fresnos, TX

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB4-SENI	OR CITIZEN CHECKING					
01302	BIG M PEST CONTROL, LLC	11/03/2023	Regular	0.00	102.00	3225
00004	CITY OF LOS FRESNOS	11/03/2023	Regular	0.00	51.68	3226
09440	FUELMAN	11/03/2023	Regular	0.00	56.24	3227
00255	HECTOR'S MUFFLER	11/03/2023	Regular	0.00	95.00	3228
05785	MAXIMINO TORRES	11/03/2023	Regular	0.00	40.00	3229
05895	DIRECT ENERGY-UTILITY OPERATIONS	11/17/2023	Regular	0.00	402.59	3230
01274	NewLane Finance Company	11/17/2023	Regular	0.00	15.23	3231
07555	SMARTCOM TELEPHONE	11/17/2023	Regular	0.00	114.00	3232
00001	CITY OF L.F. PAYROLL ACCT	11/09/2023	Bank Draft	0.00	2,533.38	DFT0000503
00001	CITY OF L.F. PAYROLL ACCT	11/22/2023	Bank Draft	0.00	2,512.40	DFT0000510

Bank Code FVB4 Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	8	8	0.00	876.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	5,045.78
EFT's	0	0	0.00	0.00
_	10	10	0.00	5,922.52

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LOS FRESNOS

01-412-1090

01-412-1100

01-412-1110

01-412-1112

Revenue

12/4/2023 11:16:50 AM

01-416-1017

01-416-1131

Department: 416 - LIBRARY

City of Los Fresnos, TX

GARBAGE COLLECTION-RESIDENTIAL

GARBAGE COLLECTION-COMMERCIAL

Department: 412 - SOLID WASTE Total:

Department: 416 - LIBRARY Total:

Revenue Total:

Revenue Total:

COLLECTED SALES TAX-GARBAGE

GARBAGE PENALTIES RECEIVABLE

LIBRARY-COPY MACHINE/FAXES

LIBRARY REVENUES

Budget Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Variance Original Current Period **Favorable** Fiscal Percent **Total Budget** Activity Activity (Unfavorable) **Total Budget** Used Fund: 01 - GENERAL FUND **Department: 400 - PROPERTY TAXES** Revenue 01-400-0100 **CURRENT PROP TAXES** 1,825,000.00 1,825,000.00 333,709.91 1,566,551.70 -258,448.30 85.84 % 01-400-0105 PROPERTY TAX DISCOUNT -50,000.00 -50,000.00 -9,535.33 -46,515.66 3,484.34 93.03 % **DELINQUENT PROP TAXES** 20,000.00 20,000.00 13,144.88 -6,855.12 65.72 % 01-400-0110 10,352.23 16,000.00 01-400-0120 PENALTY & INT 16.000.00 665.76 1,246.91 -14,753.09 7.79 % PROPERTY TAX ADUSTMENT 01-400-0130 0.00 0.00 -2.611.85 -2,611.85 -2,611.85 0.00 % **Revenue Total:** 1,811,000.00 1,811,000.00 332,580.72 1,531,815.98 -279,184.02 84.58 % Department: 400 - PROPERTY TAXES Total: 1.811.000.00 1.811.000.00 332.580.72 1.531.815.98 -279.184.02 84.58 % Department: 407 - POLICE Revenue 01-407-0240 MUNICIPAL COURT REVENUE 545,000.00 545,000.00 49,515.04 99,757.47 -445,242.53 18.30 % **COURT FEES-TECH** 20,000.00 20,000.00 3,175.91 -16,824.09 15.88 % 01-407-0241 1.584.61 01-407-0242 LOCAL TRUANCY PREVENTION FUND 20.000.00 20.000.00 1.723.00 -16,462.00 3.538.00 17.69 % 400.00 LOCAL MUNICIPAL JURY FUND 400.00 34.50 70.70 -329.30 17.68 % 01-407-0243 01-407-0260 **COURT FEES-JUDGE** 200.00 200.00 7.50 10.00 -190.00 5.00 % 01-407-0270 **COURT FEES- SECURITY** 22,000.00 22,000.00 1,828.89 3,722.29 -18,277.71 16.92 % 01-407-0280 COURT FEES-CHILD SAFETY FUND 3,700.00 3,700.00 530.00 882.00 -2,818.00 23.84 % 01-407-0290 **COURT FEES-SPECIAL EXPENSE** 30,000.00 30,000.00 4,107.00 6,869.90 -23,130.10 22.90 % POLICE RECORD FEES -288.00 01-407-0310 300.00 300.00 0.00 12.00 4.00 % 01-407-1045 SHOOTING RANGE REVENUE 30,000.00 30,000.00 2,790.00 5,085.00 -24,915.00 16.95 % 01-407-1061 POLICE EDUCATION FROM STATE 1,500.00 1,500.00 0.00 -1,500.00 0.00 % 0.00 **VEST BVP GRANT** 1,250.00 1,250.00 0.00 0.00 -1,250.00 0.00 % 01-407-1076 01-407-1091 SERVICE CONTRACT - LFCISD 28.000.00 28.000.00 0.00 0.00 -28,000.00 0.00 % Revenue Total: 702.350.00 702.350.00 62.120.54 123.123.27 -579,226.73 17.53 % Department: 407 - POLICE Total: 702,350.00 702,350.00 62,120.54 123,123.27 -579,226.73 17.53 % **Department: 410 - CODE ENFORCEMENT** Revenue GARAGE SALE PERMITS 200.00 410.00 3,000,00 3.000.00 -2.590.00 13.67 % 01-410-1014 HEALTH INSPECTIONS 01-410-1016 5,000.00 5,000.00 690.00 1,210.00 -3,790.00 24.20 % 01-410-1130 LOT MOWING 500.00 500.00 0.00 0.00 -500.00 0.00 % **Revenue Total:** 8,500.00 8,500.00 890.00 1,620.00 -6,880.00 19.06 % Department: 410 - CODE ENFORCEMENT Total: 8,500.00 8,500.00 890.00 1,620.00 -6,880.00 19.06 % Department: 412 - SOLID WASTE Revenue

40,000.00

46.000.00

18,000.00

31,500.00

135,500.00

135.500.00

6,000.00

6,750.00

6,750.00

750.00

40,000.00

46.000.00

18,000.00

31,500.00

135,500.00

135.500.00

6.000.00

6,750.00

6,750.00

750.00

49,001.71

42,990.86

1,602.32

3,145.85

96,740.74

96,740.74

538.50

61.25

599.75

599.75

51,302.06

46.859.55

3,207.68

6,279.33

107,648.62

107,648.62

1,142.00

130.50

1,272.50

1,272.50

11,302.06

-14,792.32

-25,220.67

-27,851.38

-27,851.38

-4,858.00

-5,477.50

-5,477.50

-619.50

859.55

128.26 %

101.87 %

17.82 %

19.93 %

79.45 %

79.45 %

19.03 %

17.40 %

18.85 %

18.85 %

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buuget Keport				roi ris	/30/2023		
					Variance		
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
Department: 430 - FR	ANCHISE FEES					,	
Revenue	ANGINGE FEES						
01-430-0200	STATE SALES TAX	1,700,000.00	1,700,000.00	166,945.32	349,903.28	-1,350,096.72	20.58 %
01-430-0202	HOTEL/MOTEL TAX	21,000.00	21,000.00	1,551.63	3,161.88	-17,838.12	15.06 %
01-430-0210	FRANCHISE FEE - AEP	194,000.00	194,000.00	21,477.89	43,058.02	-150,941.98	22.19 %
01-430-0220	AT&T LEASE	36,000.00	36,000.00	0.00	6,000.00	-30,000.00	16.67 %
01-430-0230	FRANCHISE FEE - AT & T	1,700.00	1,700.00	280.81	280.81	-1,419.19	16.52 %
01-430-0245	FRANCHISE FEE - TWC	59,000.00	59,000.00	13,205.73	13,205.73	-45,794.27	22.38 %
01-430-0256	PEG CAPITAL FEE	12,000.00	12,000.00	2,641.14	2,641.14	-9,358.86	22.01 %
01-430-0261	FRANCHISE FEE - GARBAGE	98,000.00	98,000.00	0.00	8,597.50	-89,402.50	8.77 %
01-430-0271	FRANCHISE FEE - TEXAS GAS	8,500.00	8,500.00	0.00	0.00	-8,500.00	0.00 %
01-430-0275	SKYWAY	8,700.00	8,700.00	747.34	1,494.68	-7,205.32	17.18 %
01-430-0281	RIGHT OF WAY FRANCHISE FEES	2,500.00	2,500.00	1,215.60	1,229.44	-1,270.56	49.18 %
	Revenue Total:	2,141,400.00	2,141,400.00	208,065.46	429,572.48	-1,711,827.52	20.06 %
	Department: 430 - FRANCHISE FEES Total:	2,141,400.00	2,141,400.00	208,065.46	429,572.48	-1,711,827.52	20.06 %
Department: 444 - MI	SCELLANEOUS						
Revenue							
<u>01-444-1000</u>	INTEREST EARNED	84,000.00	84,000.00	0.00	9,257.27	-74,742.73	11.02 %
<u>01-444-1002</u>	CDC ADMIN REVENUE	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
01-444-1015	LICENSE & PERMITS	175,000.00	175,000.00	7,288.10	20,428.50	-154,571.50	11.67 %
01-444-1020	MISC. FEES & SERVICES	0.00	0.00	7,694.36	7,694.36	7,694.36	0.00 %
01-444-1025	RENTAL FEE COMMUNITY CENTER	12,500.00	12,500.00	350.00	1,475.00	-11,025.00	11.80 %
<u>01-444-1027</u>	MISCELLANEOUS INCOME	17,500.00	17,500.00	0.00	0.00	-17,500.00	0.00 %
<u>01-444-1028</u> 01-444-1029	RENTAL FEES PARKS COMMUNITY CENTER BLDG SECURITY	1,350.00 5,000.00	1,350.00 5,000.00	50.00 240.00	390.00 480.00	-960.00 -4,520.00	28.89 % 9.60 %
01-444-1040	PLAT REVIEW FEES	5,000.00	5,000.00	700.00	1,400.00	-3,600.00	28.00 %
<u>01-444-1081</u>	POOL ADMISSION/ RENTAL	3,500.00	3,500.00	0.00	0.00	-3,500.00	0.00 %
01-444-1085	CREDIT CARD PROCESSING FEE	20,000.00	20,000.00	1,939.32	3,693.56	-16,306.44	18.47 %
01-444-1094	SWIMMING LESSONS INCOME	18,000.00	18,000.00	0.00	0.00	-18,000.00	0.00 %
	Revenue Total:	356,850.00	356,850.00	18,261.78	44,818.69	-312,031.31	12.56 %
	Department: 444 - MISCELLANEOUS Total:	356,850.00	356,850.00	18,261.78	44,818.69	-312,031.31	12.56 %
Department: 490 - GR	ANTS						
Revenue							
01-490-1251	GRANT REVENUE - OSG OVERTIME	71,000.00	71,000.00	0.00	14,428.43	-56,571.57	20.32 %
01-490-1253	GRANT REVENUE - LBSP	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
01-490-1254	REIMBURSE-DSRIP COMMUNITY HEAL	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
01-490-7560	REIMB FROM FIRE/EMS Revenue Total:	98,950.00 269,950.00	98,950.00 269,950.00	0.00	0.00 14,428.43	-98,950.00 - 255,521.57	0.00 % 5.34 %
	Department: 490 - GRANTS Total:	269,950.00	269,950.00	0.00	14,428.43	-255,521.57	5.34 %
	·	203,330.00	209,930.00	0.00	14,420.43	-233,321.37	3.34 /
Department: 502 - AD	OMINISTRATION						
Expense 01-502-01100	ADMINISTRATIVE SALARIES	291,210.00	291,210.00	22,570.63	39,407.88	251,802.12	13.53 %
<u>01-502-01500</u>	OVERTIME SALARIES EXPENSE	1,250.00	1,250.00	56.97	136.87	1,113.13	10.95 %
<u>01-502-02100</u>	PAYROLL TAXES - FICA	18,132.00	18,132.00	1,292.06	2,260.66	15,871.34	12.47 %
01-502-02105	PAYROLL TAXES - MEDICARE	4,240.00	4,240.00	302.20	528.71	3,711.29	12.47 %
01-502-02106	HEALTH INSURANCE EXPENSE	32,698.00	32,698.00	3,297.04	6,021.86	26,676.14	18.42 %
01-502-02107	PAYROLL TAXES - TWC	495.00	495.00	0.00	0.00	495.00	0.00 %
01-502-02150	RETIREMENT EXPENSE	20,501.00	20,501.00	1,579.99	2,765.88	17,735.12	13.49 %
01-502-02160	WORKMAN'S COMPENSATION INSUR	691.00	691.00	52.59	92.23	598.77	13.35 %
01-502-02210	OTHER INSURANCE	224.00	224.00	18.70	37.40	186.60	16.70 %
01-502-03110	ATTORNEY	10,000.00	10,000.00	0.00	300.00	9,700.00	3.00 %
01-502-03115	AUDITOR	22,750.00	22,750.00	0.00	0.00	22,750.00	0.00 %
01-502-03120	VALLEY METRO SERVICE	21,995.00	21,995.00	0.00	0.00	21,995.00	0.00 %
01-502-04100	OFFICE SUPPLIES & PRINTING	22,000.00	22,000.00	398.15	2,233.04	19,766.96	10.15 %
01-502-04110	POSTAGE	2,000.00	2,000.00	0.00	157.54	1,842.46	7.88 %
01-502-05100	ELECTRICITY	14,000.00	14,000.00	1,062.94	2,238.83	11,761.17	15.99 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-502-05120	TELEPHONE	8,800.00	8,800.00	312.12	1,080.14	7,719.86	12.27 %
01-502-05130	UTILITIES-CITY HALL	12,000.00	12,000.00	273.00	541.57	11,458.43	4.51 %
01-502-06100	ADVERTISING	10,000.00	10,000.00	0.00	318.00	9,682.00	3.18 %
01-502-06120	LF CHAMBER OF COMMERCE ADV.	42,000.00	42,000.00	3,500.00	7,000.00	35,000.00	16.67 %
01-502-06130	HEADS & BEDS	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
01-502-09100	TRAVEL & TRAINING	16,000.00	16,000.00	1,014.01	1,304.01	14,695.99	8.15 %
01-502-09110	ADMIN EXPENSE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-502-10100	DUES & MEMBERSHIP	10,000.00	10,000.00	630.02	985.04	9,014.96	9.85 %
01-502-11100	MAINTENANCE OF EQUIPMENT	17,000.00	17,000.00	1,374.00	3,335.00	13,665.00	19.62 %
01-502-11110	MAINTENANCE OF BUILDING	10,000.00	10,000.00	475.00	1,024.40	8,975.60	10.24 %
01-502-12100	BUILDING INSURANCE	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
01-502-12110	LIABILITY INSURANCE	10,000.00	10,000.00	0.00	11,484.86	-1,484.86	114.85 %
01-502-14100	TECHNOLOGY MAINTENANCE AGRE	50,000.00	50,000.00	4,643.39	11,393.39	38,606.61	22.79 %
01-502-30250	PROFESSIONAL SERVICES	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
01-502-99100	MISCELLANEOUS	6,000.00	6,000.00	0.00	70.00	5,930.00	1.17 %
01-502-99101	EVENTS Evenes Totals	7,500.00	7,500.00	1,500.00	1,500.00 96,217.31	6,000.00	20.00 % 13.33 %
	Expense Total:	721,736.00	721,736.00	44,352.81	<u> </u>	625,518.69	
Donartment: E	Department: 502 - ADMINISTRATION Total: 03 - MUNICIPAL COURT	721,736.00	721,736.00	44,352.81	96,217.31	625,518.69	13.33 %
Expense	03 - WONICIPAL COOKT						
01-503-01100	COURT CLERK SALARY	130,174.00	130,174.00	10,328.96	18,123.85	112,050.15	13.92 %
01-503-01500	OVERTIME SALARIES EXPENSE	1,000.00	1,000.00	374.84	520.55	479.45	52.06 %
01-503-02100	FICA EXPENSE	8,133.00	8,133.00	655.30	1,138.41	6,994.59	14.00 %
01-503-02105	MEDICARE EXPENSE	1,902.00	1,902.00	153.26	266.24	1,635.76	14.00 %
01-503-02106	HEALTH INSURANCE EXPENSE	17,835.00	17,835.00	1,798.38	3,284.64	14,550.36	18.42 %
01-503-02107	STATE UNEMPLOY TAX EXPENSE	270.00	270.00	0.00	0.00	270.00	0.00 %
01-503-02150	TMRS EXPENSE	9,196.00	9,196.00	750.34	1,306.98	7,889.02	14.21 %
01-503-02160	WORKER'S COMP	2,125.00	2,125.00	180.72	315.10	1,809.90	14.83 %
01-503-02210	OTHER INSURANCE	122.00	122.00	8.76	17.78	104.22	14.57 %
01-503-03100	JUDGE	26,600.00	26,600.00	1,383.34	3,600.00	23,000.00	13.53 %
01-503-03110	ATTORNEY	25,000.00	25,000.00	0.00	2,400.00	22,600.00	9.60 %
01-503-04100	SUPPLIES	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
01-503-04110	POSTAGE	3,000.00	3,000.00	0.00	266.20	2,733.80	8.87 %
01-503-05120	TELEPHONE	2,600.00	2,600.00	224.96	494.00	2,106.00	19.00 %
01-503-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
<u>01-503-10100</u>	DUES & MEMBERSHIPS	150.00	150.00	0.00	0.00	150.00	0.00 %
01-503-14110	COURT TECHNOLOGY	28,000.00	28,000.00	175.21	585.21	27,414.79	2.09 %
01-503-30110	CREDIT CARD SERVICE CHARGE	20,000.00	20,000.00	0.00	1,653.12	18,346.88	8.27 %
01-503-99100	MISCELLANEOUS Expense Total:	200.00 285,307.00	200.00 285,307.00	0.00 16,034.07	0.00 33,972.08	200.00 251,334.92	0.00 % 11.91 %
	Department: 503 - MUNICIPAL COURT Total:	285,307.00	285,307.00	16,034.07	33,972.08	251,334.92	11.91 %
Denartment: 5	04 - TAX ASSESSOR COLLECTOR		,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,	
Expense	04 - TAX ASSESSOR COLLECTOR						
01-504-30100	TAX APPRAISAL DISTRICT FEE	33,967.00	33,967.00	10,582.25	10,582.25	23,384.75	31.15 %
01-504-30300	COUNTY CONTRACT M&O	19,000.00	19,000.00	3,343.10	15,336.89	3,663.11	80.72 %
	Expense Total:	52,967.00	52,967.00	13,925.35	25,919.14	27,047.86	48.93 %
	Department: 504 - TAX ASSESSOR COLLECTOR Total:	52,967.00	52,967.00	13,925.35	25,919.14	27,047.86	48.93 %
Department: 5	05 - INFORMATION TECHNOLOGY						
Expense							
01-505-01100	INFORAMTION TECHNOLOGY SALARY	39,000.00	39,000.00	3,000.02	5,250.03	33,749.97	13.46 %
01-505-02100	PAYROLL TAXES FICA	2,418.00	2,418.00	185.58	325.08	2,092.92	13.44 %
01-505-02105	PAYROLL TAXES MEDICARE	566.00	566.00	43.40	76.03	489.97	13.43 %
01-505-02106	HEALTH INSURANCE EXPENSE	2,973.00	2,973.00	299.73	547.45	2,425.55	18.41 %
01-505-02107	PAYROLL TAXES TWC	45.00	45.00	0.00	0.00	45.00	0.00 %
01-505-02150	TMRS RETIREMENT EXPENSE	2,734.00	2,734.00	210.30	368.03	2,365.97	13.46 %
01-505-02160	WORKMAN'S COMPENSATION	92.00	92.00	7.08	12.39	79.61	13.47 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-505-02210	OTHER INSURANCE	20.00	20.00	1.70	3.40	16.60	17.00 %
<u>01-505-02210</u> <u>01-505-02220</u>	CONTRACT- IT SERVICES	12,500.00	12,500.00	0.00	800.00	11,700.00	6.40 %
01-505-05120	TELEPHONE	200.00	200.00	0.00	0.00	200.00	0.40 %
01-505-13500	CAPITAL OUTLAY	73,568.00	73,568.00	0.00	0.00	73,568.00	0.00 %
01-505-14000	TECHNOLOGY HARDWARE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-505-14010	SOFTWARE	1,000.00	1,000.00	0.00	153.76	846.24	15.38 %
01-505-14030	NETWORK	7,303.00	7,303.00	15.24	30.48	7,272.52	0.42 %
01 303 14030	Expense Total:	144,419.00	144,419.00	3,763.05	7,566.65	136,852.35	5.24 %
D	Department: 505 - INFORMATION TECHNOLOGY Total:	144,419.00	144,419.00	3,763.05	7,566.65	136,852.35	5.24 %
Department: 506	5 - ELECTION						
Expense							
01-506-03000	ELECTIONS CONTRACT	16,610.00	16,610.00	0.00	0.00	16,610.00	0.00 %
01-506-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
01-506-09100	TRAVEL & SCHOOL	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
	Expense Total:	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
	Department: 506 - ELECTION Total:	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
Department: 507	7 - POLICE						
Expense							
01-507-01100	SALARIES EXPENSE	1,276,836.00	1,276,836.00	91,396.77	169,043.72	1,107,792.28	13.24 %
01-507-01500	POLICE OVERTIME SALARIES EXPE	55,000.00	55,000.00	4,552.85	8,464.21	46,535.79	15.39 %
01-507-01510	OVERTIME - COMMUNITY CENTER	5,000.00	5,000.00	444.53	444.53	4,555.47	8.89 %
01-507-01515	OVERTIME-STONE GARDEN	71,000.00	71,000.00	26,377.67	38,361.43	32,638.57	54.03 %
01-507-01520	OVERTIME - SCHOOL SECURITY	6,000.00	6,000.00	946.77	2,748.76	3,251.24	45.81 %
01-507-01525	OVERTIME - LBSP	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
01-507-02100	FICA EXPENSE	90,138.00	90,138.00	7,585.50	13,416.20	76,721.80	14.88 %
01-507-02105	MEDICARE EXPENSE	21,082.00	21,082.00	1,774.03	3,137.66	17,944.34	14.88 %
01-507-02106	HEALTH INSURANCE EXPENSE	151,599.00	151,599.00	13,487.86	24,387.11	127,211.89	16.09 %
01-507-02107	STATE UNEMPLOY TAX EXPENSE	2,295.00	2,295.00	4.86	21.27	2,273.73	0.93 %
01-507-02150	TMRS EXPENSE	101,917.00	101,917.00	8,672.67	15,356.29	86,560.71	15.07 %
01-507-02160	WORKER'S COMP	43,996.00	43,996.00	3,268.26 72.51	5,736.31	38,259.69	13.04 % 14.16 %
01-507-02210 01-507-03100	OTHER INSURANCE BREATHALAZER CONTRACT	1,040.00 3,300.00	1,040.00 3,300.00	0.00	147.31 0.00	892.69 3,300.00	0.00 %
<u>01-507-03100</u> <u>01-507-03115</u>	FORENSICS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>01-507-03113</u> <u>01-507-04100</u>	ADMINISTRATIVE SUPPLIES	16,000.00	16,000.00	81.51	2,434.16	13,565.84	15.21 %
01-507-04110	JANITORIAL SUPPLIES	2,000.00	2,000.00	0.00	133.86	1,866.14	6.69 %
01-507-04115	EMPLOYEE SCREENINGS	2,000.00	2,000.00	0.00	397.96	1,602.04	19.90 %
01-507-04120	UNIFORMS	20,000.00	20,000.00	0.00	138.54	19,861.46	0.69 %
01-507-04130	PRISONER EXPENSE	2,000.00	2,000.00	0.00	120.00	1,880.00	6.00 %
01-507-04140	POLICE EQUIPMENT	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
01-507-04145	VEST BVP EXPENSE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-507-05100	ELECTRICITY	12,000.00	12,000.00	971.47	2,103.99	9,896.01	17.53 %
01-507-05120	TELEPHONE	16,600.00	16,600.00	613.64	2,066.89	14,533.11	12.45 %
01-507-05130	UTILITIES - POLICE	1,000.00	1,000.00	85.27	170.54	829.46	17.05 %
01-507-05135	UTILTIES - TRAINING CENTER	650.00	650.00	51.68	103.36	546.64	15.90 %
01-507-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
01-507-07100	FUEL FOR VEHICLES	60,000.00	60,000.00	5,039.68	9,395.65	50,604.35	15.66 %
01-507-08100	REPAIRS TO VEHICLES	36,000.00	36,000.00	4,768.57	12,306.88	23,693.12	34.19 %
01-507-09100	TRAVEL & TRAINING	10,000.00	10,000.00	135.00	1,003.00	8,997.00	10.03 %
01-507-09110	STATE EDUCATION TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-507-10100	DUES & MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-507-11100	MAINTENANCE OF EQUIPMENT	2,000.00	2,000.00	0.00	207.00	1,793.00	10.35 %
01-507-11110	MAINTENANCE OF BUILDING	8,500.00	8,500.00	340.00	574.80	7,925.20	6.76 %
01-507-11120	MAINTENANCE OF SHOOTING RANGE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
01-507-12100	BUILDING INSURANCE	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
01-507-12110	LIABILITY INSURANCE	25,000.00	25,000.00	0.00	35,418.18	-10,418.18	141.67 %
01-507-14100	TECHNOLOGY MAINTENANCE AGRE	24,000.00	24,000.00	369.17	3,141.84	20,858.16	13.09 %
01-507-30100	SCHOOL SUPPORT/EXPLORERS	4,000.00	4,000.00	0.00	908.93	3,091.07	22.72 %

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		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
01-507-99100	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00 %
	Expense Total:	2,175,953.00	2,175,953.00	171,040.27	351,890.38	1,824,062.62	16.17 %
	Department: 507 - POLICE Total:	2,175,953.00	2,175,953.00	171,040.27	351,890.38	1,824,062.62	16.17 %
Department: 508 - FIRE							
Expense							
01-508-02160	WORKERS COMP	2,000.00	2,000.00	0.00	1,888.46	111.54	94.42 %
01-508-03100	FIRE MARSHAL	10,000.00	10,000.00	0.00	550.00	9,450.00	5.50 %
<u>01-508-03110</u>	SPECIAL SERVICES- CONTRACT	151,000.00	151,000.00	0.00	0.00	151,000.00	0.00 %
<u>01-508-04100</u> 01-508-05120	SUPPLIES TELEPHONE	1,250.00 318.00	1,250.00 318.00	0.00 30.48	0.00 60.96	1,250.00 257.04	0.00 % 19.17 %
01-508-05130	UTILITIES - FIRE DEPARTMENT	10,000.00	10,000.00	37.00	126.10	9,873.90	1.26 %
01-508-12100	BUILDING INSURANCE	13,250.00	13,250.00	0.00	0.00	13,250.00	0.00 %
01-508-12110	LIABILITY INSURANCE	28,000.00	28,000.00	0.00	24,422.58	3,577.42	87.22 %
<u>01 000 12110</u>	Expense Total:	215,818.00	215,818.00	67.48	27,048.10	188,769.90	12.53 %
	Department: 508 - FIRE Total:	215,818.00	215,818.00	67.48	27,048.10	188,769.90	12.53 %
Department: 509 - ENGIN	EERING						
Expense							
01-509-03000	CONTRACT- BUILDING INSPECTOR	150,000.00	150,000.00	0.00	11,312.37	138,687.63	7.54 %
01-509-30100	PLAT REVIEW	10,000.00	10,000.00	0.00	1,575.00	8,425.00	15.75 %
01-509-30120	ENGINEERING	25,000.00	25,000.00	0.00	1,669.82	23,330.18	6.68 %
	Expense Total:	185,000.00	185,000.00	0.00	14,557.19	170,442.81	7.87 %
	Department: 509 - ENGINEERING Total:	185,000.00	185,000.00	0.00	14,557.19	170,442.81	7.87 %
Department: 510 - CODE I	ENFORCEMENT						
Expense							
01-510-01100	ENVIRONMENTAL OFFICER SALARIES	105,638.00	105,638.00	8,957.37	12,405.01	93,232.99	11.74 %
01-510-01500	OVERTIME SALARIES	4,000.00	4,000.00	472.81	920.94	3,079.06	23.02 %
01-510-02100	PAYROLL TAXES FICA	6,798.00	6,798.00	583.82	823.95	5,974.05	12.12 %
<u>01-510-02105</u>	PAYROLL TAXES MEDICARE	1,590.00	1,590.00	136.54	192.70	1,397.30	12.12 %
01-510-02106	HEALTH INSURANCE	11,890.00	11,890.00	1,198.92	1,198.92	10,691.08	10.08 %
01-510-02107	PAYROLL TWC	180.00	180.00	0.00	0.00	180.00	0.00 %
<u>01-510-02150</u> 01-510-02160	TMRS WORKMAN'S COMPENSATION	7,686.00 3,366.00	7,686.00 3,366.00	661.06 381.64	934.15 543.07	6,751.85	12.15 % 16.13 %
01-510-0210	OTHER INS	82.00	82.00	6.80	6.80	2,822.93 75.20	8.29 %
01-510-03100	ORDINANCE ENFORCEMENT	6,000.00	6,000.00	0.00	280.00	5,720.00	4.67 %
01-510-04100	SUPPLIES & POSTAGE	8,000.00	8,000.00	0.00	56.40	7,943.60	0.71 %
01-510-05120	TELEPHONE/INTERNET	1,400.00	1,400.00	30.48	105.04	1,294.96	7.50 %
01-510-07100	FUEL FOR VEHICLES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
01-510-08100	REPAIRS TO VEHICLES	2,500.00	2,500.00	211.00	627.05	1,872.95	25.08 %
01-510-09100	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-510-11100	MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	91.16	408.84	18.23 %
01-510-11110	MAINTENANCE OF BUILDING	2,000.00	2,000.00	25.00	50.00	1,950.00	2.50 %
01-510-12110	LIABILITY INSURANCE	500.00	500.00	0.00	535.08	-35.08	107.02 %
01-510-13110	ANIMAL SHELTER	0.00	0.00	506.30	506.30	-506.30	0.00 %
<u>01-510-30100</u>	ANIMAL CONTROL	500.00	500.00	0.00	108.00	392.00	21.60 %
01-510-99100	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-510-99115</u>	BAD DEBT EXPENSE- LOT MOWING Expense Total:	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	_	175,130.00	175,130.00	13,171.74	19,384.57	155,745.43	11.07 %
De	partment: 510 - CODE ENFORCEMENT Total:	175,130.00	175,130.00	13,171.74	19,384.57	155,745.43	11.07 %
Department: 511 - EMERG	GENCY MEDICAL SERV						
Expense	MODVED'S COMP	36 500 00	26 500 00	0.00	24 776 26	4 722 64	03.50.0/
<u>01-511-02160</u>	WORKER'S COMP	26,500.00	26,500.00	0.00	24,776.36	1,723.64	93.50 %
01-511-05120 01-511-05130	TELEPHONE UTILITIES-AMBULANCE SERVICE	318.00 0.00	318.00 0.00	30.48 450.54	60.96 883.46	257.04 -883.46	19.17 % 0.00 %
<u>01-511-05130</u> <u>01-511-12100</u>	BUILDING INSURANCE	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00 %
<u>01-511-12100</u> <u>01-511-12110</u>	LIABILITY INSURANCE	24,000.00	24,000.00	0.00	25,371.22	-1,371.22	105.71 %
		2.,000.00	,000.00	3.00	20,0.1.22	-,0,1.22	

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,		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
01-511-30000	LOS FRESNOS AMBULANCE SERVICE	160,000.00	160,000.00	0.00	0.00	160,000.00	0.00 %
	Expense Total:	218,018.00	218,018.00	481.02	51,092.00	166,926.00	23.43 %
Department	t: 511 - EMERGENCY MEDICAL SERV Total:	218,018.00	218,018.00	481.02	51,092.00	166,926.00	23.43 %
Department: 512 - SOLID WA	ASTE						
Expense 01-512-99115	BAD DEBT EXPENSE	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
	Expense Total:	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
	Department: 512 - SOLID WASTE Total:	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
Department: 514 - STREETS							
Expense							
01-514-01100	SALARIES EXPENSE	62,585.00	62,585.00	4,814.40	8,294.48	54,290.52	13.25 %
<u>01-514-01125</u>	CONTRACT LABOR	26,624.00	26,624.00	1,331.20	3,276.80	23,347.20	12.31 %
01-514-01130	CONTRACT LABOR- OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<u>01-514-01500</u> 01-514-02100	OVERTIME SALARIES EXPENSE	2,000.00	2,000.00 4,004.00	243.39	1,140.41 579.32	859.59	57.02 %
01-514-02105	FICA EXPENSE MEDICARE EXPENSE	4,004.00 936.00	936.00	310.76 72.67	135.47	3,424.68 800.53	14.47 % 14.47 %
01-514-02106	HEALTH INSURANCE EXPENSE	11,890.00	11,890.00	1,198.92	2,189.76	9,700.24	18.42 %
01-514-02107	STATE UNEMPLOY TAX EXPENSE	180.00	180.00	2.70	5.18	174.82	2.88 %
<u>01-514-02150</u>	TMRS EXPENSE	4,528.00	4,528.00	354.55	661.38	3,866.62	14.61 %
01-514-02160	WORKER'S COMP	1,674.00	1,674.00	131.10	244.55	1,429.45	14.61 %
01-514-02210	OTHER INSURANCE	82.00	82.00	6.80	13.60	68.40	16.59 %
<u>01-514-04100</u>	TOOLS & SUPPLIES	3,500.00	3,500.00	120.00	339.36	3,160.64	9.70 %
<u>01-514-05100</u>	ELECTRICITY (STREET LIGHTS)	98,000.00	98,000.00	8,511.30	17,035.36	80,964.64	17.38 %
<u>01-514-07100</u> 01-514-08100	FUEL FOR VEHICLES REPAIRS TO VEHICLES	10,000.00 4,000.00	10,000.00 4,000.00	838.40 4,916.60	1,682.56 5,253.83	8,317.44 -1,253.83	16.83 % 131.35 %
01-514-09100	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-514-10100	DUES AND MEMBERSHIP	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
01-514-11100	STREET DRAINAGE & REPAIRS	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
01-514-11110	STREET SIGNS & REPAIRS	5,000.00	5,000.00	0.00	162.12	4,837.88	3.24 %
01-514-11120	MOWING MACHINE REPAIRS	7,500.00	7,500.00	325.00	1,059.00	6,441.00	14.12 %
01-514-12110	LIABILITY INSURANCE	4,100.00	4,100.00	0.00	2,258.90	1,841.10	55.10 %
<u>01-514-13520</u>	STREET PROJECTS	93,764.00	93,764.00	1,991.00	1,991.00	91,773.00	2.12 %
	Expense Total:	386,367.00	386,367.00	25,168.79	46,323.08	340,043.92	11.99 %
	Department: 514 - STREETS Total:	386,367.00	386,367.00	25,168.79	46,323.08	340,043.92	11.99 %
Department: 515 - PARKS							
Expense 01-515-01100	SALARIES EXPENSE	94,446.00	94,446.00	7,449.70	12,923.55	81,522.45	13.68 %
01-515-01105	POOL LABOR	71,619.00	66,174.00	1,835.81	3,586.49	62,587.51	5.42 %
01-515-01125	CONTRACT LABOR	53,248.00	53,248.00	2,560.00	6,197.60	47,050.40	11.64 %
01-515-01130	CONTRACT LABOR - OVERTIME	500.00	500.00	0.00	38.40	461.60	7.68 %
01-515-01500	OVERTIME SALARIES EXPENSE	4,000.00	4,000.00	352.57	1,858.08	2,141.92	46.45 %
01-515-02100	FICA EXPENSE	11,071.00	11,071.00	594.76	1,133.01	9,937.99	10.23 %
<u>01-515-02105</u>	MEDICARE EXPENSE	2,590.00	2,590.00	139.10	264.97	2,325.03	10.23 %
<u>01-515-02106</u>	HEALTH INSURANCE EXPENSE	17,835.00	17,835.00	1,798.38	3,284.64	14,550.36	18.42 %
<u>01-515-02107</u>	STATE UNEMPLOY TAX EXPENSE	1,800.00	1,800.00	1.82	3.57	1,796.43	0.20 %
<u>01-515-02150</u> 01-515-02160	TMRS EXPENSE WORKER'S COMP	6,902.00 3,703.00	6,902.00 3,703.00	546.93 199.86	1,036.18 380.89	5,865.82 3,322.11	15.01 % 10.29 %
<u>01-515-02210</u>	OTHER INSURANCE	122.00	122.00	10.20	20.40	101.60	16.72 %
01-515-04100	TOOLS & SUPPLIES	10,000.00	10,000.00	337.86	851.43	9,148.57	8.51 %
01-515-04110	POOL SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-515-05100	ELECTRICITY - PARKS	10,000.00	10,000.00	515.10	683.17	9,316.83	6.83 %
01-515-05110	ELECTRICITY - POOL	8,000.00	8,000.00	578.45	1,241.99	6,758.01	15.52 %
01-515-05115	ELECTRICITY - BOYS & GIRLS CLUB	10,000.00	10,000.00	834.26	1,801.40	8,198.60	18.01 %
<u>01-515-05116</u>	ELECTRICITY - ALAMO WAREHOUSE	4,000.00	4,000.00	317.91	769.99	3,230.01	19.25 %
<u>01-515-05120</u> 01-515-05130	TELEPHONE UTILITIES - COMMUNITY PARK	159.00 3,500.00	159.00 3,500.00	15.24 287.25	30.48 574.50	128.52 2,925.50	19.17 % 16.41 %
	THE COMMONT FAIR	5,500.00	3,300.00	207.23	3, 4.30	2,323.30	23.71 /0

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-515-05131	UTILITIES - NATURE PARK	1,200.00	1,200.00	80.74	159.27	1,040.73	13.27 %
01-515-05132	UTILITIES - POOL	2,000.00	2,000.00	711.67	1,354.99	645.01	67.75 %
01-515-05135	UTILITIES - BOYS & GIRLS CLUB	1,500.00	1,500.00	72.01	143.14	1,356.86	9.54 %
01-515-05136	UTILITIES - ALAMO WAREHOUSE	1,000.00	1,000.00	54.33	113.20	886.80	11.32 %
01-515-07100	FUEL FOR VEHICLES	10,000.00	10,000.00	725.49	1,535.07	8,464.93	15.35 %
01-515-08100	REPAIRS TO VEHICLES	5,000.00	5,000.00	2,367.04	3,987.66	1,012.34	79.75 %
01-515-08110	TRACTOR REPAIRS	0.00	0.00	10.00	10.00	-10.00	0.00 %
01-515-11100	MOWING MACHINE REPAIRS	10,000.00	10,000.00	387.00	2,007.62	7,992.38	20.08 %
<u>01-515-11110</u>	POOL GUENAGALG	3,500.00	8,945.00	1,149.02	8,874.28	70.72	99.21 %
<u>01-515-11120</u>	POOL CHEMICALS	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 % 9.05 %
<u>01-515-11130</u> 01-515-11135	PARK MAINTENANCE FIELD MAINTENANCE	15,000.00 6,000.00	15,000.00 6,000.00	110.00 0.00	1,357.05 0.00	13,642.95 6,000.00	0.00 %
01-515-11136	ALAMO WHSE MAINTENANCE	1,000.00	1,000.00	105.00	417.00	583.00	41.70 %
01-515-11145	BOYS & GIRLS CLUB	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
01-515-12100	BUILDING INSURANCE	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00 %
01-515-12110	LIABILITY INSURANCE	6,000.00	6,000.00	0.00	5,886.86	113.14	98.11 %
01-515-99100	MISCELLANEOUS	600.00	600.00	0.00	0.00	600.00	0.00 %
	Expense Total:	448,395.00	448,395.00	24,147.50	62,526.88	385,868.12	13.94 %
	Department: 515 - PARKS Total:	448,395.00	448,395.00	24,147.50	62,526.88	385,868.12	13.94 %
Department: 516 - LIBRAR	Υ						
Expense							
01-516-01100	SALARIES EXPENSE	153,593.00	153,593.00	9,894.84	16,595.97	136,997.03	10.81 %
01-516-01500	OVERTIME SALARIES EXPENSE	500.00	500.00	0.00	0.00	500.00	0.00 %
01-516-02100	FICA EXPENSE	9,554.00	9,554.00	611.78	1,026.19	8,527.81	10.74 %
<u>01-516-02105</u>	MEDICARE EXPENSE	2,235.00	2,235.00	143.08	240.00	1,995.00	10.74 %
<u>01-516-02106</u>	HEALTH INSURANCE EXPENSE	23,780.00	23,780.00	1,198.92	2,189.76	21,590.24	9.21 %
<u>01-516-02107</u>	STATE UNEMPLOY TAX EXPENSE	360.00	360.00	1.92	2.64	357.36	0.73 %
<u>01-516-02150</u> 01-516-02160	TMRS EXPENSE WORKER'S COMP	10,803.00 488.00	10,803.00 488.00	559.04 31.34	978.32 52.57	9,824.68 435.43	9.06 % 10.77 %
01-516-02210	OTHER INSURANCE	163.00	163.00	6.80	13.60	149.40	8.34 %
01-516-04100	OFFICE SUPPLIES & POSTAGE	3,000.00	3,000.00	65.88	330.84	2,669.16	11.03 %
01-516-05100	ELECTRICITY	5,000.00	5,000.00	410.25	892.54	4,107.46	17.85 %
01-516-05120	TELEPHONE	1,320.00	1,320.00	115.29	230.58	1,089.42	17.47 %
01-516-09100	TRAVEL & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-516-10100	DUES & MEMBERSHIP	225.00	225.00	0.00	0.00	225.00	0.00 %
01-516-11100	MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	299.00	201.00	59.80 %
01-516-11110	MAINTENANCE OF BUILDING	2,000.00	2,000.00	70.00	140.00	1,860.00	7.00 %
01-516-12100	BUILDING INSURANCE	5,400.00	5,400.00	0.00	0.00	5,400.00	0.00 %
01-516-12110	LIABILITY INSURANCE	2,100.00	2,100.00	0.00	2,373.56	-273.56	113.03 %
01-516-13110	LEASE COPIER	3,500.00	3,500.00	249.91	499.82	3,000.18	14.28 %
01-516-13500	CAPITAL OUTLAY	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00 %
<u>01-516-14100</u>	TECHNOLOGY MAINTENACE AGREEM	6,800.00	6,800.00	0.00	1,870.00	4,930.00	27.50 %
<u>01-516-30100</u>	BOOKS	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00 %
01-516-99100	MISCELLANEOUS Expense Total:	2,000.00 244,921.00	2,000.00 244,921.00	0.00 13,359.05	169.44 27,904.83	1,830.56 217,016.17	8.47 % 11.39 %
	Department: 516 - LIBRARY Total:	244,921.00	244,921.00	13,359.05	27,904.83	217,016.17	11.39 %
Department: 517 - COMMI	UNITY CENTER						
Expense							
<u>01-517-04100</u>	SUPPLIES	2,500.00	2,500.00	147.11	458.10	2,041.90	18.32 %
<u>01-517-11100</u>	MAINTENANCE OF EQUIPMENT	1,850.00	1,850.00	0.00	207.00	1,643.00	11.19 %
01-517-11110	MAINTENANCE OF BUILDING Expense Total:	7,229.00 11,579.00	7,229.00 11,579.00	330.00 477.11	330.00 995.10	6,899.00 10,583.90	4.56 % 8.59 %
Dep	partment: 517 - COMMUNITY CENTER Total:	11,579.00	11,579.00	477.11	995.10	10,583.90	8.59 %
Department: 518 - EMERG	ENCY MANAGEMENT						
Expense 01-518-01100	COORDINATOR SALARY	5,966.00	5,966.00	458.94	917.88	5,048.12	15.39 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-518-02100	FICA	370.00	370.00	28.46	56.92	313.08	15.38 %
01-518-02105	MEDICARE	87.00	87.00	6.66	13.32	73.68	15.31 %
01-518-02107	STATE UNEMPLOYMENT TAX EXPENSE	90.00	90.00	0.00	0.00	90.00	0.00 %
01-518-02150	TMRS	418.00	418.00	32.18	64.36	353.64	15.40 %
01-518-02160	WORKERS COMPENSATION	183.00	183.00	156.23	270.83	-87.83	147.99 %
01-518-04100	SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-518-05120	TELEPHONE/COMMUNICATION	25,000.00	25,000.00	0.00	22,542.00	2,458.00	90.17 %
01-518-07110	DIESEL FUEL - DISASTER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-518-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-518-11100	MAINTENANCE EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-518-14100	TECHNOLOGY MAINTENANCE AGRE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
	Expense Total:	67,614.00	67,614.00	682.47	23,865.31	43,748.69	35.30 %
	Department: 518 - EMERGENCY MANAGEMENT Total:	67,614.00	67,614.00	682.47	23,865.31	43,748.69	35.30 %
Department: 5	19 - OTHER GENERAL EXPENSES						
Expense							
01-519-30160	OUTSOURCE PAYROLL SERVICE	7,000.00	7,000.00	480.50	1,265.00	5,735.00	18.07 %
01-519-30170	RCI TECHNOLOGIES- FA/RECORDS	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
01-519-30260	THANKSGIVING/CHRISTMAS PARTY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Expense Total:	20,000.00	20,000.00	480.50	1,265.00	18,735.00	6.33 %
	Department: 519 - OTHER GENERAL EXPENSES Total:	20,000.00	20,000.00	480.50	1,265.00	18,735.00	6.33 %
·	23 - DSRIP-COMMUNITY HEALT						
Expense							
<u>01-523-01100</u>	SALARIES EXPENSE	37,337.00	37,337.00	2,872.00	5,026.00	32,311.00	13.46 %
01-523-01500	OVERTIME	500.00	500.00	0.00	0.00	500.00	0.00 %
01-523-02100	FICA EXPENSE	2,346.00	2,346.00	173.99	302.64	2,043.36	12.90 %
01-523-02105	MEDICARE EXPENSE	549.00	549.00	40.69	70.78	478.22	12.89 %
01-523-02106	HEALTH INSURANCE EXPENSE	5,945.00	5,945.00	599.46	1,094.88	4,850.12	18.42 %
01-523-02107	STATE UNEMPLOY TAX EXPENSE	90.00	90.00	0.00	0.00	90.00	0.00 %
01-523-02150	TMRS EXPENSE	2,652.00	2,652.00	201.32	352.31	2,299.69	13.28 %
01-523-02160	WORKER'S COMP	785.00	785.00	59.56	104.23	680.77	13.28 %
01-523-02210	OTHER INSURANCE	41.00	41.00	3.40	6.80	34.20	16.59 %
01-523-04100	SUPPLIES	6,000.00	6,000.00	0.00	217.76	5,782.24	3.63 %
01-523-05120	TELEPHONE	1,100.00	1,100.00	15.23	104.54	995.46	9.50 %
01-523-09100	TRAVEL & TRAINING Expense Total:	624.00 57,969.00	624.00 57,969.00	0.00 3,965.65	7,279.94	624.00 50,689.06	0.00 % 12.56 %
	Department: 523 - DSRIP-COMMUNITY HEALT Total:	57,969.00	57,969.00	3,965.65	7,279.94	50,689.06	12.56 %
	Fund: 01 - GENERAL FUND Surplus (Deficit):	-3.00	-3.00	388,142.13	1,456,493.39	1,456,496.394	9,779.67 %
Fund: 05 - UTILIT	Y FUND						
	144 - MISCELLANEOUS						
Revenue							
05-444-5010	WATER SALES REVENUES	1,320,000.00	1,320,000.00	110,684.59	225,077.79	-1,094,922.21	17.05 %
05-444-5020	WATER TAP FEES	27,550.00	27,550.00	600.00	10,800.00	-16,750.00	39.20 %
05-444-5030	WATER UTL. EXP. FEES & CAPITAL	13,775.00	13,775.00	350.00	6,300.00	-7,475.00	45.74 %
05-444-5040	PROCESSING FEES	18,500.00	18,500.00	1,550.00	4,525.00	-13,975.00	24.46 %
05-444-5050	15% PENALTIES	62,000.00	62,000.00	5,085.32	10,438.46	-51,561.54	16.84 %
05-444-5080	INTEREST EARNED	78,000.00	78,000.00	0.00	8,401.18	-69,598.82	10.77 %
05-444-5095	NSF CHARGES	500.00	500.00	0.00	0.00	-500.00	0.00 %
05-444-6010	SEWER REVENUES	1,125,000.00	1,125,000.00	96,123.77	193,343.71	-931,656.29	17.19 %
05-444-6012	SEWER REVENUE - INDIAN LAKE	102,000.00	102,000.00	0.00	0.00	-102,000.00	0.00 %
05-444-6014	SEWER REVENUE - EAST RIO HONDO	270,000.00	270,000.00	0.00	26,883.36	-243,116.64	9.96 %
05-444-6020	SEWER TAP FEES	13,775.00	13,775.00	350.00	6,300.00	-7,475.00	45.74 %
05-444-9901	TRANSFER IN	73,064.00	73,064.00	0.00	0.00	-73,064.00	0.00 %
	Revenue Total:	3,104,164.00	3,104,164.00	214,743.68	492,069.50	-2,612,094.50	15.85 %
	Department: 444 - MISCELLANEOUS Total:	3,104,164.00	3,104,164.00	214,743.68	492,069.50	-2,612,094.50	15.85 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 502 - A	DMINISTRATION						
Expense							
05-502-01100	SALARIES - WATER	392,631.87	392,631.87	27,594.33	48,307.45	344,324.42	12.30 %
05-502-01125	CONTRACT LABOR	39,936.00	39,936.00	1,843.20	4,422.40	35,513.60	11.07 %
05-502-01130	CONTRACT LABOR -OT	1,500.00	1,500.00	0.00	9.60	1,490.40	0.64 %
05-502-01500	OVERTIME SALARIES EXPENSE	16,000.00	16,000.00	2,424.29	4,023.20	11,976.80	25.15 %
05-502-02100	FICA EXPENSE	25,335.00	25,335.00	1,896.50	3,301.56	22,033.44	13.03 %
05-502-02105	MEDICARE EXPENSE	5,925.00	5,925.00	443.54	772.14	5,152.86	13.03 %
05-502-02106	HEALTH INSURANCE EXPENSE	49,047.00	49,047.00	4,346.08	7,937.88	41,109.12	16.18 %
05-502-02107	STATE UNEMPLOY TAX EXPENSE	788.00	788.00	0.00	0.00	788.00	0.00 %
05-502-02140	OPEB EXPENSE - WATER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-502-02150	TMRS EXPENSE	27,963.00	27,963.00	2,041.76	3,559.24	24,403.76	12.73 %
05-502-02160	WORKER'S COMP	5,835.00	5,835.00	410.10	712.05	5,122.95	12.20 %
05-502-02210	OTHER INSURANCE	337.00	337.00	23.77	47.83	289.17	14.19 %
05-502-03115	AUDITOR	11,375.00	11,375.00	0.00	0.00	11,375.00	0.00 %
05-502-04100	SUPPLIES & POSTAGE	11,375.00	11,375.00	600.39	1,500.61	9,874.39	13.19 %
05-502-05100	ELECTRICITY	12,000.00	12,000.00	972.86	2,095.30	9,904.70	17.46 %
05-502-05120	TELEPHONE	4,800.00	4,800.00	174.92	558.70	4,241.30	11.64 %
05-502-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-09100	TRAVEL & TRAINING	3,500.00	3,500.00	0.00	495.00	3,005.00	14.14 %
05-502-10100	DUES & MEMBERSHIP	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-502-12100	STRUCTURE INSURANCE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
05-502-12110	LIABILITY INSURANCE	7,000.00	7,000.00	0.00	8,471.61	-1,471.61	121.02 %
<u>05-502-30115</u>	CREDIT CARD EXPENSE	19,000.00	19,000.00	0.00	1,979.50	17,020.50	10.42 %
05-502-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-99100	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-502-99115	BAD DEBT EXPENSE	4,000.00	4,000.00	0.00	-1.77	4,001.77	-0.04 %
	Expense Total:	665,347.87	665,347.87	42,771.74	88,192.30	577,155.57	13.26 %
	Department: 502 - ADMINISTRATION Total:	665,347.87	665,347.87	42,771.74	88,192.30	577,155.57	13.26 %
Department: 505 - IN	NFORMATION TECHNOLOGY						
Expense							
05-505-01100	INFORMATION TECHNOLOGY SALARY	19,500.00	19,500.00	1,500.00	2,625.00	16,875.00	13.46 %
05-505-02100	FICA EXPENSE	1,209.00	1,209.00	92.78	162.53	1,046.47	13.44 %
<u>05-505-02105</u>	MEDICARE EXPENSE	283.00	283.00	21.70	38.02	244.98	13.43 %
<u>05-505-02106</u>	HEALTH INSURANCE EXPENSE	1,486.00	1,486.00	149.87	273.73	1,212.27	18.42 %
<u>05-505-02107</u>	TWC EXPENSE	23.00	23.00	0.00	0.00	23.00	0.00 %
05-505-02150	TMRS EXPENSE	1,367.00	1,367.00	105.16	184.03	1,182.97	13.46 %
05-505-02160	WORKER'S COMP INS.(TML)	46.00	46.00	3.54	6.20	39.80	13.48 %
05-505-02210	OTHER INSURANCE EXPENSE	10.00	10.00	0.86	1.72	8.28	17.20 %
05-505-02220	CONTRACT- IT SERVICES	6,250.00	6,250.00	0.00	400.00	5,850.00	6.40 %
<u>05-505-14000</u>	HARDWARE	1,000.00	1,000.00	0.00	255.96	744.04	25.60 %
<u>05-505-14010</u>	SOFTWARE	500.00	500.00	0.00	76.87	423.13	15.37 %
<u>05-505-14030</u>	NETWORK	1,063.00	1,063.00 32,737.00	0.00	0.00	1,063.00 28,712.94	0.00 % 12.29 %
_	Expense Total:	32,737.00	•	1,873.91	4,024.06		
Depa	rtment: 505 - INFORMATION TECHNOLOGY Total:	32,737.00	32,737.00	1,873.91	4,024.06	28,712.94	12.29 %
Department: 520 - C	APTIAL OUTLAY						
Expense							40.00.07
05-520-13500	WATER METERS	35,000.00	35,000.00	14,872.00	15,358.32	19,641.68	43.88 %
	Expense Total:	35,000.00	35,000.00	14,872.00	15,358.32	19,641.68	43.88 %
	Department: 520 - CAPTIAL OUTLAY Total:	35,000.00	35,000.00	14,872.00	15,358.32	19,641.68	43.88 %
Department: 526 - W Expense	VATER SUPPLIES						
05-526-04100	CHEMICALS	115,000.00	115,000.00	33.54	66.30	114,933.70	0.06 %
05-526-04110	SUPPLIES, TOOLS & EQUIPMENT	12,000.00	12,000.00	0.00	654.40	11,345.60	5.45 %
05-526-04120	UNIFORMS & CLOTHING	5,000.00	5,000.00	85.00	85.00	4,915.00	1.70 %
05-526-04130	WATER CONNECTIONS	15,000.00	15,000.00	9,020.80	9,180.92	5,819.08	61.21 %

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Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-526-04150 05-526-07100	WATER TESTING FUEL FOR VEHICLES	8,500.00 9,000.00	8,500.00 9,000.00	821.54 873.15	1,073.58 1,694.98	7,426.42 7,305.02	12.63 % 18.83 %
03-320-07100	Expense Total:	164,500.00	164,500.00	10,834.03	12,755.18	151,744.82	7.75 %
	Department: 526 - WATER SUPPLIES Total:	164,500.00	164,500.00	10,834.03	12,755.18	151,744.82	7.75 %
Denartment:	527 - MAINTENANCE OF WATER S	20 1,200.00	20 1,200.00		,,,,,,,,	202,7 1 1102	
Expense	327 - MAINTENANCE OF WATERS						
05-527-11100	WATER PLANT MAINTENANCE	4,500.00	4,500.00	0.00	169.88	4,330.12	3.78 %
05-527-11150	WAREHOUSE MAINTENANCE	4,500.00	4,500.00	189.74	873.28	3,626.72	19.41 %
	Expense Total:	9,000.00	9,000.00	189.74	1,043.16	7,956.84	11.59 %
	Department: 527 - MAINTENANCE OF WATER S Total:	9,000.00	9,000.00	189.74	1,043.16	7,956.84	11.59 %
Department:	528 - MAINTENANCE OF WATER E						
Expense							
05-528-08100	REPAIRS TO VEHICLES	6,000.00	6,000.00	2,937.67	4,017.38	1,982.62	66.96 %
05-528-11200	WATER PLANT EQUIPMENT	10,000.00	10,000.00	0.00	860.00	9,140.00	8.60 %
05-528-11210 05-528-11220	WATER LINE MAINTENANCE	12,500.00	12,500.00	0.00	-136.48	12,636.48	-1.09 %
05-528-11230	FIRE HYDRANT REPAIRS Expense Total:	20,000.00 48,500.00	20,000.00 48,500.00	0.00 2,937.67	0.00 4,740.90	20,000.00 43,759.10	9.78 %
	Department: 528 - MAINTENANCE OF WATER E Total:	48,500.00	48,500.00	2,937.67	4,740.90	43,759.10	9.78 %
	•	48,300.00	48,300.00	2,337.07	4,740.30	43,739.10	3.76 /6
Expense	529 - WATER PURCHASES						
05-529-04100	C.C.I.D. #6 WATER	28,000.00	28,000.00	0.00	548.19	27,451.81	1.96 %
05-529-04110	TOWN INDIAN LAKE-WATER PURCHAS	16,441.00	16,441.00	0.00	0.00	16,441.00	0.00 %
	Expense Total:	44,441.00	44,441.00	0.00	548.19	43,892.81	1.23 %
	Department: 529 - WATER PURCHASES Total:	44,441.00	44,441.00	0.00	548.19	43,892.81	1.23 %
Department:	530 - WATER MISCELLANEOUS EX						
Expense							
05-530-14100	TECHNOLOGY MAINTENANCE AGRE	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00 %
05-530-30100	AGENT FEE ON WATER BONDS	1,100.00	1,100.00	0.00	0.00	1,100.00	0.00 %
05-530-30110	TEXAS WATER COMM. PERMIT	5,000.00	5,000.00	4,726.05	4,726.05	273.95	94.52 %
<u>05-530-30170</u>	SLUDGE REMOVAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-530-30500 05-530-30520	WATER TANK INSP. & CLEANING SOUTHMOST REGIONAL M&O	1,000.00 135,538.00	1,000.00 135,538.00	0.00 0.00	0.00 0.00	1,000.00 135,538.00	0.00 % 0.00 %
05-530-30525	SRWA- EXCESS WATER CONSUMPTION	125,000.00	125,000.00	0.00	128,104.00	-3,104.00	102.48 %
05-530-30535	SUNTRUST METER - INTEREST	1,912.00	1,912.00	0.00	0.00	1,912.00	0.00 %
05-530-99999	DEPRECIATION EXPENSE	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
	Expense Total:	541,550.00	541,550.00	4,726.05	132,830.05	408,719.95	24.53 %
	Department: 530 - WATER MISCELLANEOUS EX Total:	541,550.00	541,550.00	4,726.05	132,830.05	408,719.95	24.53 %
Department: Expense	532 - WATER BONDED INDEBTEDN						
<u>05-532-80125</u>	SRWA - DEBT SERVICE	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
	Expense Total:	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
	Department: 532 - WATER BONDED INDEBTEDN Total:	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
Department:	534 - SEWER ADMINISTRATION						
Expense							
05-534-01100	SALARIES - SEWER	392,631.87	392,631.87	27,594.33	48,307.45	344,324.42	12.30 %
05-534-01125	CONTRACT LABOR	39,936.00	39,936.00	1,843.20	4,422.40	35,513.60	11.07 %
05-534-01130	CONTRACT LABOR - OT	1,500.00	1,500.00	0.00	9.60	1,490.40	0.64 %
05-534-01500	OVERTIME SALARIES EXPENSE	16,000.00	16,000.00	2,424.29	4,023.20	11,976.80	25.15 %
05-534-02100	FICA EXPENSE	25,335.00	25,335.00	1,896.50	3,301.56	22,033.44	13.03 %
<u>05-534-02105</u>	MEDICARE EXPENSE	5,925.00	5,925.00	443.54	772.14	5,152.86	13.03 %
05-534-02106 05-534-02107	HEALTH INSURANCE EXPENSE	49,047.00 788.00	49,047.00 788.00	4,346.08	7,937.88 0.00	41,109.12 788.00	16.18 % 0.00 %
<u>05-534-02107</u> <u>05-534-02140</u>	STATE UNEMPLOY TAX EXPENSE OPEB EXPENSE - SEWER	3,000.00	3,000.00	0.00 0.00	0.00	3,000.00	0.00 %
05-534-02150	TMRS EXPENSE	27,963.00	27,963.00	2,041.76	3,559.24	24,403.76	12.73 %
		,	, 31-2-	,	-,	,	2.0

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-534-02160	WORKER'S COMP	5,835.00	5,835.00	410.10	712.05	5,122.95	12.20 %
05-534-02210	OTHER INSURANCE	337.00	337.00	23.77	47.83	289.17	14.19 %
05-534-03115	AUDITOR	11,375.00	11,375.00	0.00	0.00	11,375.00	0.00 %
05-534-03140	COLLECTION FEES - ERHWS	20,000.00	20,000.00	1,419.48	2,986.05	17,013.95	14.93 %
05-534-04100	SUPPLIES & POSTAGE	11,000.00	11,000.00	600.39	1,500.62	9,499.38	13.64 %
05-534-05100	ELECTRICITY	88,000.00	88,000.00	6,453.79	13,703.97	74,296.03	15.57 %
05-534-05120	TELEPHONE	4,800.00	4,800.00	174.92	558.70	4,241.30	11.64 %
05-534-05130	LIFT STATIONS - WATER ERHWS	4,000.00	4,000.00	412.99	794.37	3,205.63	19.86 %
05-534-05135	UTILITES - WASTEWATER	5,500.00	5,500.00	456.32	912.64	4,587.36	16.59 %
05-534-09100	TRAVEL & TRAINING	2,500.00	2,500.00	0.00	495.00	2,005.00	19.80 %
<u>05-534-10100</u>	DUES & MEMBERSHIP	200.00	200.00	0.00	0.00	200.00	0.00 %
05-534-12100	STRUCTURE INSURANCE	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
05-534-12110	LIABILITY INSURANCE	7,000.00	7,000.00	0.00	8,471.61	-1,471.61	121.02 %
05-534-30115	CREDIT CARD EXPENSE	19,000.00	19,000.00	0.00	1,979.52	17,020.48	10.42 %
05-534-30120	ENGINEERING	2,000.00	2,000.00	0.00	2,385.00	-385.00	119.25 %
05-534-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
05-534-99100	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-534-99115	BAD DEBT EXPENSE	3,500.00	3,500.00	0.00	-0.91	3,500.91	-0.03 %
	Expense Total:	751,422.87	751,422.87	50,541.46	106,879.92	644,542.95	14.22 %
	Department: 534 - SEWER ADMINISTRATION Total:	751,422.87	751,422.87	50,541.46	106,879.92	644,542.95	14.22 %
Department:	535 - INFORMATION TECHNOLOG						
Expense							
05-535-01100	ADMINISTRATION SALARY	19,500.00	19,500.00	1,500.00	2,625.00	16,875.00	13.46 %
05-535-02100	FICA EXPENSE	1,209.00	1,209.00	92.78	162.53	1,046.47	13.44 %
05-535-02105	MEDICARE EXPENSE	283.00	283.00	21.70	38.02	244.98	13.43 %
<u>05-535-02106</u>	HEALTH INSURANCE EXPENSE	1,486.00	1,486.00	149.87	273.73	1,212.27	18.42 %
05-535-02107	TWC EXPENSE	23.00	23.00	0.00	0.00	23.00	0.00 %
05-535-02150	TMRS EXPENSE	1,367.00	1,367.00	105.16	184.03	1,182.97	13.46 %
05-535-02160	WORKER'S COM. INS. (TML)	46.00	46.00	3.54	6.20	39.80	13.48 %
05-535-02210	LIFE & DENTAL INSURANCE EXPENS	10.00	10.00	0.86	1.72	8.28	17.20 %
05-535-02220	CONTRACT- IT SERVICES	6,250.00	6,250.00	0.00	400.00	5,850.00	6.40 %
<u>05-535-14000</u>	HARDWARE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-535-14010	SOFTWARE	500.00	500.00	0.00	76.87	423.13	15.37 %
05-535-14030	NETWORK Expense Total:	1,064.00 32,738.00	1,064.00	0.00 1,873.91	0.00 3,768.10	1,064.00 28,969.90	0.00 % 11.51 %
	· —		32,738.00			·	
	Department: 535 - INFORMATION TECHNOLOG Total:	32,738.00	32,738.00	1,873.91	3,768.10	28,969.90	11.51 %
•	536 - SEWER SUPPLIES						
Expense 05-536-04100	CHEMICALS	30,000.00	30,000.00	33.54	5,335.30	24,664.70	17.78 %
05-536-04100		8,000.00	8,000.00	325.00	483.81	•	6.05 %
05-536-04110	SUPPLIES, TOOLS & EQUIPMENT UNIFORMS & CLOTHING	5,000.00	5,000.00	85.00	483.81 85.00	7,516.19 4,915.00	1.70 %
05-536-04130	SEWER CONNECTIONS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-536-04150	SEWER TESTING	23,000.00	23,000.00	0.00	4,568.00	18,432.00	19.86 %
05-536-06100	ADVERTISING	750.00	750.00	0.00	0.00	750.00	0.00 %
05-536-07100	FUEL FOR VEHICLES	9,000.00	9,000.00	873.15	1,694.99	7,305.01	18.83 %
05-536-07110	DIESEL	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
03 330 07110	Expense Total:	84,750.00	84,750.00	1,316.69	12,167.10	72,582.90	14.36 %
	Department: 536 - SEWER SUPPLIES Total:	84,750.00	84,750.00	1,316.69	12,167.10	72,582.90	14.36 %
Donartmont	•	0-1,7 50.00	04,750.00	2,510.05	12,107.110	72,302.30	14.50 %
Expense	537 - MAINTENANCE OF SEWER S						
05-537-11100	SEWER PLANT MAINTENANCE	4,500.00	4,500.00	22.08	633.35	3,866.65	14.07 %
05-537-11150	LIFT STATION MAINTENANCE	6,000.00	6,000.00	800.00	808.44	5,191.56	13.47 %
	Expense Total:	10,500.00	10,500.00	822.08	1,441.79	9,058.21	13.73 %
	Department: 537 - MAINTENANCE OF SEWER S Total:	10,500.00	10,500.00	822.08	1,441.79	9,058.21	13.73 %

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Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 538 - M	AINTENANCE OF SEWER E						
Expense							
05-538-08100	REPAIRS TO VEHICLES	6,000.00	6,000.00	2,937.66	4,017.38	1,982.62	66.96 %
05-538-08110	REPAIRS TO BACKHOE	5,000.00	5,000.00	0.00	418.95	4,581.05	8.38 %
05-538-11200	SEWER PLANT EQUIPMENT	40,000.00	40,000.00	815.00	5,180.00	34,820.00	12.95 %
05-538-11210	SEWER LINE MAINTENANCE	10,000.00	10,000.00	7,500.00	8,107.26	1,892.74	81.07 %
05-538-11220	SEWER CLEANING MACHINE REPAIRS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-538-11230	LIFT STATION EQUIP.	40,000.00	40,000.00	505.00	2,205.00	37,795.00	5.51 %
	Expense Total:	103,000.00	103,000.00	11,757.66	19,928.59	83,071.41	19.35 %
Dep	artment: 538 - MAINTENANCE OF SEWER E Total:	103,000.00	103,000.00	11,757.66	19,928.59	83,071.41	19.35 %
Department: 539 - SE	WER MISC. EXPENSES						
Expense							
05-539-14100	TECHNOLOGY MAINTENANCE AGRE	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
05-539-30110	TEXAS WATER COMMISSION	10,000.00	10,000.00	0.00	8,449.22	1,550.78	84.49 %
05-539-30170	SLUDGE REMOVAL	10,000.00	10,000.00	3,535.00	3,535.00	6,465.00	35.35 %
05-539-99999	DEP. EXPENSE SEWER Expense Total:	540,000.00 569,000.00	540,000.00 569,000.00	0.00 3,535.00	0.00 11,984.22	540,000.00 557,015.78	0.00 % 2.11 %
	Department: 539 - SEWER MISC. EXPENSES Total:	569,000.00	569,000.00	3,535.00	11,984.22	557,015.78	2.11 %
	•	303,000.00	303,000.00	3,333.00	11,504.22	337,013.76	2.11 /0
Department: 541 - SE Expense	EWER BONDED INDEBTEDN						
05-541-80115	PRINCIPAL PAYMENT - 2009 EDAP	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00 %
05-541-80400	INTEREST EXPENSE-2009 (391,000	7,757.00	7,757.00	0.00	0.00	7,757.00	0.00 %
05 511 00 100	Expense Total:	30,757.00	30,757.00	0.00	0.00	30,757.00	0.00 %
Depa	ortment: 541 - SEWER BONDED INDEBTEDN Total:	30,757.00	30,757.00	0.00	0.00	30,757.00	0.00 %
Department: 552 - TF		•	,			,	
Expense							
05-552-30130	TRANSFER OUT - USDA	113,319.00	113,319.00	0.00	0.00	113,319.00	0.00 %
05-552-30132	TRANSFER OUT TWDB (4,975,000)	190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
05-552-30136	TRANSFER OUT - TWDB CWSRF 7368	96,993.00	96,993.00	0.00	0.00	96,993.00	0.00 %
05-552-30138	TRANSFER OUT - TWDB DWSRF 6262	133,302.00	133,302.00	0.00	0.00	133,302.00	0.00 %
05-552-30316	TRANSFER OUT	3,800.00	3,800.00	0.00	0.00	3,800.00	0.00 %
05-552-30319	TRANSFER OUT - DWSRF 2020	114,828.00	114,828.00	0.00	0.00	114,828.00	0.00 %
05-552-30320	TRANSFER OUT CWSRF 2020	46,787.00	46,787.00	0.00	0.00	46,787.00	0.00 %
	Expense Total:	699,029.00	699,029.00	0.00	0.00	699,029.00	0.00 %
	Department: 552 - TRANSFER OUT Total:	699,029.00	699,029.00	0.00	0.00	699,029.00	0.00 %
	Fund: 05 - UTILITY FUND Surplus (Deficit):	-770,004.74	-770,004.74	66,691.74	76,407.62	846,412.36	-9.92 %
Fund: 09 - COMMUNITY	Y DEVELOPMENT COR						
Department: 452 - CI	DC DISBURSEMENTS						
Revenue	INTEREST CARNES	40.000.00	40.000.00	2.22	4	0	44 == ::
09-452-1000	INTEREST EARNED	10,000.00	10,000.00	0.00	1,476.93	-8,523.07	14.77 %
09-452-1132	SALES TAX Revenue Total:	580,000.00 590,000.00	580,000.00 590,000.00	55,648.44 55,648.44	116,634.43 118,111.36	-463,365.57 - 471,888.64	20.11 %
	Department: 452 - CDC DISBURSEMENTS Total:	590,000.00	590,000.00	55,648.44	118,111.36	-471,888.64	20.02 %
Denortment: E7E CC	DMMUNITY DEVELOPMENT	330,000.00	330,300.00	33,040.44	110,111.00	47 2,000.04	20.02 /6
Expense	SAME SHILL DEVELOPING						
09-575-01100	SALARIES	18,720.00	18,720.00	1,462.80	2,182.80	16,537.20	11.66 %
09-575-02100	FICA EXPENSE	1,161.00	1,161.00	90.69	135.33	1,025.67	11.66 %
09-575-02105	MEDICARE EXPENSE	271.00	271.00	21.21	31.65	239.35	11.68 %
09-575-02107	TWC EXPENSE	90.00	90.00	1.23	1.95	88.05	2.17 %
09-575-02160	WORKER'S COMP	44.00	44.00	3.45	5.15	38.85	11.70 %
09-575-03110	ATTORNEY	500.00	500.00	0.00	0.00	500.00	0.00 %
09-575-03115	AUDITOR	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
09-575-03120	PROFESSIONAL SERVICES	39,520.00	39,520.00	3,040.00	6,080.00	33,440.00	15.38 %
09-575-03121	BUSINESS RECRUIT AND DEVELOPME	15,000.00	15,000.00	1,250.00	2,500.00	12,500.00	16.67 %
09-575-04100	OFFICE SUPPLIES & PRINTING	5,500.00	5,500.00	0.00	19.48	5,480.52	0.35 %

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Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
09-575-06100	CITY PROMOTION	48,000.00	48,000.00	1,000.00	1,000.00	47,000.00	2.08 %
09-575-06120	ADVERTISING	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
09-575-09100	TRAVEL/SEMINARS	3,000.00	3,000.00	200.43	279.69	2,720.31	9.32 %
09-575-10100	DUES & MEMBERSHIPS	3,500.00	3,500.00	134.45	268.90	3,231.10	7.68 %
09-575-11150	SPECIAL PROJECTS	288,356.00	288,356.00	58,448.09	186,683.27	101,672.73	64.74 %
09-575-12100	INSURANCE	250.00	250.00	0.00	276.36	-26.36	110.54 %
09-575-30100	BUSINESS INCENTIVE PROGRAM	40,000.00	40,000.00	0.00	219.99	39,780.01	0.55 %
09-575-30129	GENERAL FUND ADMIN	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
09-575-30131	TRANSFER DEBT SERVICE I&S	93,288.00	93,288.00	0.00	0.00	93,288.00	0.00 %
09-575-99100	MISCELLANEOUS	300.00	300.00	0.00	0.00	300.00	0.00 %
	Expense Total:	590,000.00	590,000.00	65,652.35	199,684.57	390,315.43	33.84 %
	Department: 575 - COMMUNITY DEVELOPMENT Total:	590,000.00	590,000.00	65,652.35	199,684.57	390,315.43	33.84 %
Fund	: 09 - COMMUNITY DEVELOPMENT COR Surplus (Deficit):	0.00	0.00	-10,003.91	-81,573.21	-81,573.21	0.00 %
	Report Surplus (Deficit):	-770,007.74	-770,007.74	444,829.96	1,451,327.80	2,221,335.54	-188.48 %

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Group Summary

					Variance	
	Original	Current	Period	Fiscal	Favorable	Percent
Account Typ	Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
Fund: 01 - GENERAL FUND						
Department: 400 - PROPERTY TAXES Revenue	1,811,000.00	1,811,000.00	332,580.72	1,531,815.98	-279,184.02	84.58 %
Department: 400 - PROPERTY TAXES Total:	1,811,000.00	1,811,000.00	332,580.72	1,531,815.98	-279,184.02	84.58 %
Department: 407 - POLICE			•	, ,	,	
Revenue	702,350.00	702,350.00	62,120.54	123,123.27	-579,226.73	17.53 %
Department: 407 - POLICE Total:	702,350.00	702,350.00	62,120.54	123,123.27	-579,226.73	17.53 %
Department: 410 - CODE ENFORCEMENT						
Revenue	8,500.00	8,500.00	890.00	1,620.00	-6,880.00	19.06 %
Department: 410 - CODE ENFORCEMENT Total:	8,500.00	8,500.00	890.00	1,620.00	-6,880.00	19.06 %
Department: 412 - SOLID WASTE						
Revenue	135,500.00	135,500.00	96,740.74	107,648.62	-27,851.38	79.45 %
Department: 412 - SOLID WASTE Total:	135,500.00	135,500.00	96,740.74	107,648.62	-27,851.38	79.45 %
Department: 416 - LIBRARY						
Revenue Department: 416 - LIBRARY Total:	6,750.00 6,750.00	6,750.00 6,750.00	599.75 599.75	1,272.50 1,272.50	-5,477.50 - 5,477.50	18.85 % 18.85 %
·	0,730.00	0,730.00	333.73	1,272.30	-3,477.30	10.05 //
Department: 430 - FRANCHISE FEES Revenue	2,141,400.00	2,141,400.00	208,065.46	429,572.48	-1,711,827.52	20.06 %
Department: 430 - FRANCHISE FEES Total:	2,141,400.00	2,141,400.00	208,065.46	429,572.48	-1,711,827.52	20.06 %
Department: 444 - MISCELLANEOUS	_,,	_,,		,	_,,,,	
Revenue	356,850.00	356,850.00	18,261.78	44,818.69	-312,031.31	12.56 %
Department: 444 - MISCELLANEOUS Total:	356,850.00	356,850.00	18,261.78	44,818.69	-312,031.31	12.56 %
Department: 490 - GRANTS						
Revenue	269,950.00	269,950.00	0.00	14,428.43	-255,521.57	5.34 %
Department: 490 - GRANTS Total:	269,950.00	269,950.00	0.00	14,428.43	-255,521.57	5.34 %
Department: 502 - ADMINISTRATION						
Expense	721,736.00	721,736.00	44,352.81	96,217.31	625,518.69	13.33 %
Department: 502 - ADMINISTRATION Total:	721,736.00	721,736.00	44,352.81	96,217.31	625,518.69	13.33 %
Department: 503 - MUNICIPAL COURT						
Expense	285,307.00	285,307.00	16,034.07	33,972.08	251,334.92	11.91 %
Department: 503 - MUNICIPAL COURT Total:	285,307.00	285,307.00	16,034.07	33,972.08	251,334.92	11.91 %
Department: 504 - TAX ASSESSOR COLLECTOR						
Expense	52,967.00	52,967.00	13,925.35	25,919.14	27,047.86	48.93 %
Department: 504 - TAX ASSESSOR COLLECTOR Total:	52,967.00	52,967.00	13,925.35	25,919.14	27,047.86	48.93 %
Department: 505 - INFORMATION TECHNOLOGY	444 440 00	444 440 00	2 762 05	7.566.65	426.052.25	5.24.0/
Expense Department: 505 - INFORMATION TECHNOLOGY Total:	144,419.00 144,419.00	144,419.00 144,419.00	3,763.05 3,763.05	7,566.65 7,566.65	136,852.35 136,852.35	5.24 % 5.24 %
·	144,415.00	144,415.00	3,703.03	7,500.05	130,032.33	3.24 /0
Department: 506 - ELECTION Expense	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
Department: 506 - ELECTION Total:	18,610.00	18,610.00	0.00	0.00	18,610.00	0.00 %
Department: 507 - POLICE	·	•			-	
Expense	2,175,953.00	2,175,953.00	171,040.27	351,890.38	1,824,062.62	16.17 %
Department: 507 - POLICE Total:	2,175,953.00	2,175,953.00	171,040.27	351,890.38	1,824,062.62	16.17 %
Department: 508 - FIRE						
Expense	215,818.00	215,818.00	67.48	27,048.10	188,769.90	12.53 %
Department: 508 - FIRE Total:	215,818.00	215,818.00	67.48	27,048.10	188,769.90	12.53 %
Department: 509 - ENGINEERING						
Expense	185,000.00	185,000.00	0.00	14,557.19	170,442.81	7.87 %
Department: 509 - ENGINEERING Total:	185,000.00	185,000.00	0.00	14,557.19	170,442.81	7.87 %
Department: 510 - CODE ENFORCEMENT						
Expense	175,130.00	175,130.00	13,171.74	19,384.57	155,745.43	11.07 %

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						Variance	
Account Tun		Original Total Budget	Current Total Budget	Period	Fiscal	Favorable	Percent
Account Typ	_		Total Budget	Activity	Activity	(Unfavorable)	Used
	Department: 510 - CODE ENFORCEMENT Total:	175,130.00	175,130.00	13,171.74	19,384.57	155,745.43	11.07 %
Department: 5	11 - EMERGENCY MEDICAL SERV						
Expense	_	218,018.00	218,018.00	481.02	51,092.00	166,926.00	23.43 %
	Department: 511 - EMERGENCY MEDICAL SERV Total:	218,018.00	218,018.00	481.02	51,092.00	166,926.00	23.43 %
Department: 5	12 - SOLID WASTE						
Expense	_	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
	Department: 512 - SOLID WASTE Total:	2,500.00	2,500.00	0.00	-0.98	2,500.98	-0.04 %
Department: 5	14 - STREETS						
Expense	_	386,367.00	386,367.00	25,168.79	46,323.08	340,043.92	11.99 %
	Department: 514 - STREETS Total:	386,367.00	386,367.00	25,168.79	46,323.08	340,043.92	11.99 %
Department: 5	15 - PARKS						
Expense	_	448,395.00	448,395.00	24,147.50	62,526.88	385,868.12	13.94 %
	Department: 515 - PARKS Total:	448,395.00	448,395.00	24,147.50	62,526.88	385,868.12	13.94 %
Department: 5	16 - LIBRARY						
Expense	_	244,921.00	244,921.00	13,359.05	27,904.83	217,016.17	11.39 %
	Department: 516 - LIBRARY Total:	244,921.00	244,921.00	13,359.05	27,904.83	217,016.17	11.39 %
Department: 5	17 - COMMUNITY CENTER						
Expense		11,579.00	11,579.00	477.11	995.10	10,583.90	8.59 %
	Department: 517 - COMMUNITY CENTER Total:	11,579.00	11,579.00	477.11	995.10	10,583.90	8.59 %
Department: 5	18 - EMERGENCY MANAGEMENT						
Expense		67,614.00	67,614.00	682.47	23,865.31	43,748.69	35.30 %
	Department: 518 - EMERGENCY MANAGEMENT Total:	67,614.00	67,614.00	682.47	23,865.31	43,748.69	35.30 %
Department: 5	19 - OTHER GENERAL EXPENSES						
Expense		20,000.00	20,000.00	480.50	1,265.00	18,735.00	6.33 %
	Department: 519 - OTHER GENERAL EXPENSES Total:	20,000.00	20,000.00	480.50	1,265.00	18,735.00	6.33 %
Department: 5	23 - DSRIP-COMMUNITY HEALT						
Expense		57,969.00	57,969.00	3,965.65	7,279.94	50,689.06	12.56 %
	Department: 523 - DSRIP-COMMUNITY HEALT Total:	57,969.00	57,969.00	3,965.65	7,279.94	50,689.06	12.56 %
	Fund: 01 - GENERAL FUND Surplus (Deficit):	-3.00	-3.00	388,142.13	1,456,493.39	1,456,496.3949	9,779.67 %
Fund: 05 - UTILIT				•		. ,	•
	144 - MISCELLANEOUS						
Revenue	WINDOLLE WEEDOO	3,104,164.00	3,104,164.00	214,743.68	492,069.50	-2,612,094.50	15.85 %
	Department: 444 - MISCELLANEOUS Total:	3,104,164.00	3,104,164.00	214,743.68	492,069.50	-2,612,094.50	15.85 %
Denartment: 5	602 - ADMINISTRATION						
Expense	02 - ADMINISTRATION	665,347.87	665,347.87	42,771.74	88,192.30	577,155.57	13.26 %
	Department: 502 - ADMINISTRATION Total:	665,347.87	665,347.87	42,771.74	88,192.30	577,155.57	13.26 %
Denartment: 5	: :05 - INFORMATION TECHNOLOGY						
Expense	03 - INI ONWIATION TECHNOLOGY	32,737.00	32,737.00	1,873.91	4,024.06	28,712.94	12.29 %
zapenise	Department: 505 - INFORMATION TECHNOLOGY Total:	32,737.00	32,737.00	1,873.91	4,024.06	28,712.94	12.29 %
Donartmont: E	20 - CAPTIAL OUTLAY	,	•	•	,	,	
Expense	20 - CAPTIAL GOTLAT	35,000.00	35,000.00	14,872.00	15,358.32	19,641.68	43.88 %
Expense	Department: 520 - CAPTIAL OUTLAY Total:	35,000.00	35,000.00	14,872.00	15,358.32	19,641.68	43.88 %
Damanton aut. F	•	55,5555		- 1,01 - 100			
Expense	26 - WATER SUPPLIES	164,500.00	164,500.00	10,834.03	12,755.18	151,744.82	7.75 %
LAPEIISE	Department: 526 - WATER SUPPLIES Total:	164,500.00	164,500.00	10,834.03	12,755.18	151,744.82	7.75 %
Damartin	·	,	,,,,,,,,,,	,	,	,	
-	27 - MAINTENANCE OF WATER S	9,000.00	9,000.00	189.74	1,043.16	7 056 04	11.59 %
Expense	Department: 527 - MAINTENANCE OF WATER S Total:	9,000.00	9,000.00	189.74	1,043.16	7,956.84 7,956.84	11.59 %
B		2,000.00	2,000.00	203.74	_,0-0.10	.,550.04	55 /5
-	28 - MAINTENANCE OF WATER E	49 500 00	49 EOO OO	2 027 67	4 740 00	42 7EO 10	0.70 %
Expense	Department: 528 - MAINTENANCE OF WATER E Total:	48,500.00 48,500.00	48,500.00 48,500.00	2,937.67 2,937.67	4,740.90 4,740.90	43,759.10 43,759.10	9.78 % 9.78 %
	Department. 320 - WAINTENANCE OF WATER E TOTAL:	+0,500.00	40,500.00	2,337.07	4,740.30	43,/33.10	3.10 70

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		Original	Current	Period	Fiscal	Variance Favorable	Percent
Account Ty	p	Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
Department:	529 - WATER PURCHASES						
Expense	_	44,441.00	44,441.00	0.00	548.19	43,892.81	1.23 %
	Department: 529 - WATER PURCHASES Total:	44,441.00	44,441.00	0.00	548.19	43,892.81	1.23 %
Department:	530 - WATER MISCELLANEOUS EX						
Expense	_	541,550.00	541,550.00	4,726.05	132,830.05	408,719.95	24.53 %
	Department: 530 - WATER MISCELLANEOUS EX Total:	541,550.00	541,550.00	4,726.05	132,830.05	408,719.95	24.53 %
Department:	532 - WATER BONDED INDEBTEDN						
Expense		51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
	Department: 532 - WATER BONDED INDEBTEDN Total:	51,896.00	51,896.00	0.00	0.00	51,896.00	0.00 %
•	534 - SEWER ADMINISTRATION						
Expense	Department F24 CFM/FD ADMINISTRATION Tetals	751,422.87	751,422.87	50,541.46	106,879.92	644,542.95	14.22 %
	Department: 534 - SEWER ADMINISTRATION Total:	751,422.87	751,422.87	50,541.46	106,879.92	644,542.95	14.22 %
•	535 - INFORMATION TECHNOLOG	22 720 00	22 720 00	1 072 01	2.769.40	38,000,00	11 51 0/
Expense	Department: 535 - INFORMATION TECHNOLOG Total:	32,738.00 32,738.00	32,738.00 32,738.00	1,873.91 1,873.91	3,768.10 3,768.10	28,969.90 28,969.90	11.51 % 11.51 %
Donartmanti	•	32,730.00	32,730.00	1,073.31	3,700.120	20,303.30	11.51 /0
Expense	536 - SEWER SUPPLIES	84,750.00	84,750.00	1,316.69	12,167.10	72,582.90	14.36 %
zapense	Department: 536 - SEWER SUPPLIES Total:	84,750.00	84,750.00	1,316.69	12,167.10	72,582.90	14.36 %
Department:	537 - MAINTENANCE OF SEWER S						
Expense		10,500.00	10,500.00	822.08	1,441.79	9,058.21	13.73 %
•	Department: 537 - MAINTENANCE OF SEWER S Total:	10,500.00	10,500.00	822.08	1,441.79	9,058.21	13.73 %
Department:	538 - MAINTENANCE OF SEWER E						
Expense	_	103,000.00	103,000.00	11,757.66	19,928.59	83,071.41	19.35 %
	Department: 538 - MAINTENANCE OF SEWER E Total:	103,000.00	103,000.00	11,757.66	19,928.59	83,071.41	19.35 %
Department:	539 - SEWER MISC. EXPENSES						
Expense	_	569,000.00	569,000.00	3,535.00	11,984.22	557,015.78	2.11 %
	Department: 539 - SEWER MISC. EXPENSES Total:	569,000.00	569,000.00	3,535.00	11,984.22	557,015.78	2.11 %
Department:	541 - SEWER BONDED INDEBTEDN						
Expense		30,757.00	30,757.00	0.00	0.00	30,757.00	0.00 %
	Department: 541 - SEWER BONDED INDEBTEDN Total:	30,757.00	30,757.00	0.00	0.00	30,757.00	0.00 %
-	552 - TRANSFER OUT						
Expense	Department: 552 - TRANSFER OUT Total:	699,029.00	699,029.00	0.00	0.00	699,029.00	0.00 %
	·	699,029.00	699,029.00	0.00		699,029.00	0.00 %
	Fund: 05 - UTILITY FUND Surplus (Deficit):	-770,004.74	-770,004.74	66,691.74	76,407.62	846,412.36	-9.92 %
	MUNITY DEVELOPMENT COR						
Revenue	452 - CDC DISBURSEMENTS	E00 000 00	E00 000 00	EE 649 44	110 111 26	471 999 <i>6</i> 4	20.02 %
Revenue	Department: 452 - CDC DISBURSEMENTS Total:	590,000.00 590,000.00	590,000.00 590,000.00	55,648.44 55,648.44	118,111.36 118,111.36	-471,888.64 - 471,888.64	20.02 %
Donartmont	575 - COMMUNITY DEVELOPMENT	233,333.33	550,500.00	33,3 .3		,000.0 .	
Expense	575 - CONNICIONITY DEVELOPMENT	590,000.00	590,000.00	65,652.35	199,684.57	390,315.43	33.84 %
	Department: 575 - COMMUNITY DEVELOPMENT Total:	590,000.00	590,000.00	65,652.35	199,684.57	390,315.43	33.84 %
Fund:	: 09 - COMMUNITY DEVELOPMENT COR Surplus (Deficit):	0.00	0.00	-10,003.91	-81,573.21	-81,573.21	0.00 %
	Report Surplus (Deficit):	-770,007.74	-770,007.74	444,829.96	1,451,327.80	2,221,335.54	-188.48 %
	neport surplus (Selicit).		,	,525.50	_,,,	_,,	

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Budget Report

For Fiscal: 2023-2024 Period Ending: 11/30/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-3.00	-3.00	388,142.13	1,456,493.39	1,456,496.39
05 - UTILITY FUND	-770,004.74	-770,004.74	66,691.74	76,407.62	846,412.36
09 - COMMUNITY DEVELOPMENT C	0.00	0.00	-10,003.91	-81,573.21	-81,573.21
Report Surplus (Deficit):	-770,007.74	-770,007.74	444,829.96	1,451,327.80	2,221,335.54

12/4/2023 11:16:50 AM Page 17 of 17

Sales Tax Report FY 23-24

		2c			1-	1-1/2c (General Fund Portion	Portion)			1/2c (CDC Portion	ou)	
			lnc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)			Inc(Dec)	lnc(Dec)
Paid	FY22-23	FY21-22	(\$)	(%)	FY22-23	FY21-22	(\$)	(%)	FY22-23	FY21-22	(\$)	(%)
October	185,244.88	178,985.72	6,259.16	3.50%	138,933.66	134,239.29	4,694.37	3.50%	46,311.22	44,746.43	1,564.79	3.50%
November	184,490.56	182,158.81	2,331.75	1.28%	138,367.92	136,619.11	1,748.81	1.28%	46,122.64	45,539.70	582.94	1.28%
December	168,404.27	159,019.26	9,385.01	2.90%	126,303.20	119,264.45	7,038.76	2.90%	42,101.07	39,754.82	2,346.25	2.90%
January	167,540.80	173,325.51	(5,784.71)	-3.34%	125,655.60	129,994.13	(4,338.53)	-3.34%	41,885.20	43,331.38	(1,446.18)	-3.34%
February	229,682.55	238,866.97	(9,184.42)	-3.84%	172,261.91	179,150.23	(6,888.32)	-3.84%	57,420.64	59,716.74	(2,296.11)	-3.84%
March	159,308.68	156,978.19	2,330.49	1.48%	119,481.51	117,733.64	1,747.87	1.48%	39,827.17		582.62	1.48%
April	202,435.05	151,647.45	50,787.60	33.49%	151,826.29	113,735.59	38,090.70	33.49%	50,608.76		12,696.90	33.49%
May	249,102.32	211,087.42	38,014.90	18.01%	186,826.74	158,315.57	28,511.18	18.01%	62,275.58		9,503.73	18.01%
June	158,463.23	164,724.81	(6,261.58)	-3.80%	118,847.42	123,543.61	(4,696.18)	-3.80%	39,615.81	41,181.20	(1,565.40)	-3.80%
y lut	187,822.61	172,761.39	15,061.22	8.72%	140,866.96	129,571.04	11,295.92	8.72%	46,955.65	43,190.35	3,765.30	8.72%
August	298,745.71	197,185.81	101,559.90	51.50%	224,059.28	147,889.36	76,169.93	51.50%	74,686.43	49,296.45	25,389.98	51.50%
September	201,318.09	175,429.24	25,888.85	14.76%	150,988.57	131,571.93	19,416.64	14.76%	50,329.52	43,857.31	6,472.21	14.76%
TOTAL SALES ACTIVITIES	\$ 2,392,558.75	\$ 2,162,170.58 \$	230,388.17	10.66% \$	1,794,419.06 \$	1,621,627.94 \$	172,791.13	10.66%	\$ 598,139.69	\$ 540,542.65 \$	57,597.04	10.66%

		2c			1-	1/2c (General Fund	Portion)			1/2c (CDC Por	tion)	
			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)
Paid	FY23-24	_	(\$)	(%)	FY23-24	FY22-23	(\$)	(%)	FY23-24	FY22-23	(\$)	(%)
October			58,699.07	31.69%	182,957.96	138,933.66	44,024.30	31.69%	60'382'39	46,311.22	14,674.77	31.69%
November	222,593.76		38,103.20	20.65%	166,945.32	138,367.92	28,577.40	20.65%	55,648.44	46,122.64	9,525.80	20.65%
TOTAL SALES ACTIVITIES	\$ 466,537.71	\$ 369,735.44 \$	96,802.27	26.18%	\$ 349,903.28 \$	277,301.58 \$	72,601.70	26.18%	\$ 116,634.43 \$	92,433.86 \$	24,200.57	26.18%

**** Sales Tax Amount may be adjusted a the end of the year based on actuals sales activity amounts.

1.H.2

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5207)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta

Initiator: Bianca Huerta Sponsors:

DOC ID: 5207

Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits 4. Recycling 5. Waste Water Treatment Plant Discharge Monitoring Report

Call with questions.

I recommend approval.

Updated: 12/5/2023 4:55 PM by Bianca Huerta



November 2023

Water Treatment Plant activity:

Total Output: 18,013,800

Daily Average: 600,460

% of Capacity: 60.0%

Waste Water Treatment Plant activity:

Total Output: 17,629,000

Daily Average: 587,633

% of Capacity: 58.8%



Public Works Monthly Report for November 2023

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	46	1018
Rereads/Meter Info	163	2242
Water Taps	1	56
Sewer Taps	6	23
Change Meter	6	303
Service Check for Water Leak at Account	19	164
Repaired Leak	5	53
Call for Sewer Stoppage	8	76
City Sewer Lines Unstopped	3	49
Code Enforcement/Other	0	135
Garbage Collection	38	378
Pothole Repairs	40	500
Street Sign Replacement/Repaired	3	56
Asphalt Used (ton)	1	16.5
Gravel Used (ton)	1	9
Fire Hydrants Flushed and Oiled	9	345
Fire Hydrants Repaired	0	5
Valves Repaired	0	2
Manholes Cleaned/Repaired	2	16

Carlos Salazar, Director of Public Works

12/05/2023 4:43 PM

PROJECT VALUATION AND FEE REPORT

LOCATION

PAGE: 1

PROJ TYPE

1.H.2.a

ISSUED DATES: 11/01/2023 THRU 11/30/2023 EXPIRE DATES: 0/00/0000 THRU 99/99/9999 STATUS: ALL

PROJECT ISSUE DATE NAME

PROJECTS: 0 -ZZZZZZZZZZ

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

133184	11/06/2023	COMMUNITY PARK WEST FIELD	402 W OCEAN BLVD	NURSERY &	IRRIGATION PERMIT	I
133185	11/13/2023	LOS FRESNOS RETAIL	1010 W OCEAN BLVD	URBAN CONS	COMMERCIAL SHELL BUILDING	NEW
133186	11/13/2023	SUGAR FREEZZ CAFE 3	324 W OCEAN BLVD #202	OWNER	COMMERCIAL ADDITION/REMODEL	ALT
133187	11/14/2023	PARRA'S TAMAL FACTORY	309 E OCEAN BLVD	OWNER	COMMERCIAL- NEW OWNER/TENAN	ALT
133188	11/14/2023	GUILLEN, RIGOBERTO	401 E 7TH STREET	OWNER	REROOF PERMIT	ALT
133189	11/15/2023	LOS FRESNOS RODEO COMMITTEE	500 E OCEAN BLVD	SILVA'S WE	COMMERCIAL ADDITION/REMODEL	ALT
133190	11/15/2023	CASANOVA, GUADALUPE B	516 ORIOLE DRIVE	G & B CONS	RESIDENTIAL BUILDING	NEW
133191	11/15/2023	AUTO ZONE c/o AMERESCO	902 W OCEAN BLVD	RGV STERLI	MECHANCIAL PERMIT	ALT
133192	11/28/2023	GARCIA, JUAN J	817 DAFFODIL DRIVE	CASTILLO &	REROOF PERMIT	ALT
133193	11/30/2023	NARVAEZ, CARLOTA	100 W 6TH STREET	ARELLANO'S	REROOF PERMIT	ALT
133194	11/30/2023	TEXAS G'S FIREWORKS	31770 STATE HWY 100	OWNER	FIREWORK STAND PERMIT	CO
133195	11/30/2023	TEXAS G'S FIREWORKS	719 W OCEAN BLVD	OWNER	FIREWORK STAND PERMIT	CO
*** TOTALS	*** NUMB	ER OF PROJECTS: 12		VALUATION:	1,019,682.94 FEES:	4,911.52

CONTRACTOR DESCRIPTION

12/05/2023 4:43 PM

PROJECTS: 0 -ZZZZZZZZZZZ

APPLIED DATES: 0/00/0000 THRU 99/99/9999 ISSUED DATES: 11/01/2023 THRU 11/30/2023 EXPIRE DATES: 0/00/0000 THRU 99/99/9999

PROJECT VALUATION AND FEE REPORT

PAGE: 2 1.H.2.a

STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
B - BUILDING PERMIT	5	91,282.94	705.00
COMM - COMM: NEW OWNER/TENANT	1	0.00	60.00
COMM - SHELL BUILDING COMMERCIAL	1	655,000.00	880.00
E - ELECTRICAL PERMIT IAL	3	0.00	630.00
FIREWORK - FIREWORK STAND PERMIT	2	7,400.00	600.00
I - IRRIGATION PERMIT MIT	1	10,000.00	60.00
M - MECHANICAL PERMIT MIT	2	6,000.00	353.40
N - BUILDING PERMIT MIT	1	250,000.00	1,088.12
P - PLUMBING PERMIT MIT	3	0.00	535.00
*** TOTALS ***	19	1,019,682.94	4,911.52

CITY OF LOS FRESNOS

Recycling Program
Total Number of Guest
November 2023

Date	Tuesdays at Memorial Park 7 am - 11 am
11/07/23	24
11/14/23	27
11/21/23	28
11/28/23	32
Totals	111

Date	Thusdays at Wal-Mart Parking
	4 pm - 8 pm
11/02/23	37
11/09/23	32
11/16/23	38
11/23/23	0
11/30/23	40
Totals	147

Date	Saturdays at City Hall 9 am - 1 pm
11/04/23	36
11/11/23	42
11/18/23	38
11/25/23	0
Totals	116

Total attendance for the Month of November	374
i ocai accelladiree for the Month of Monetine	3/4















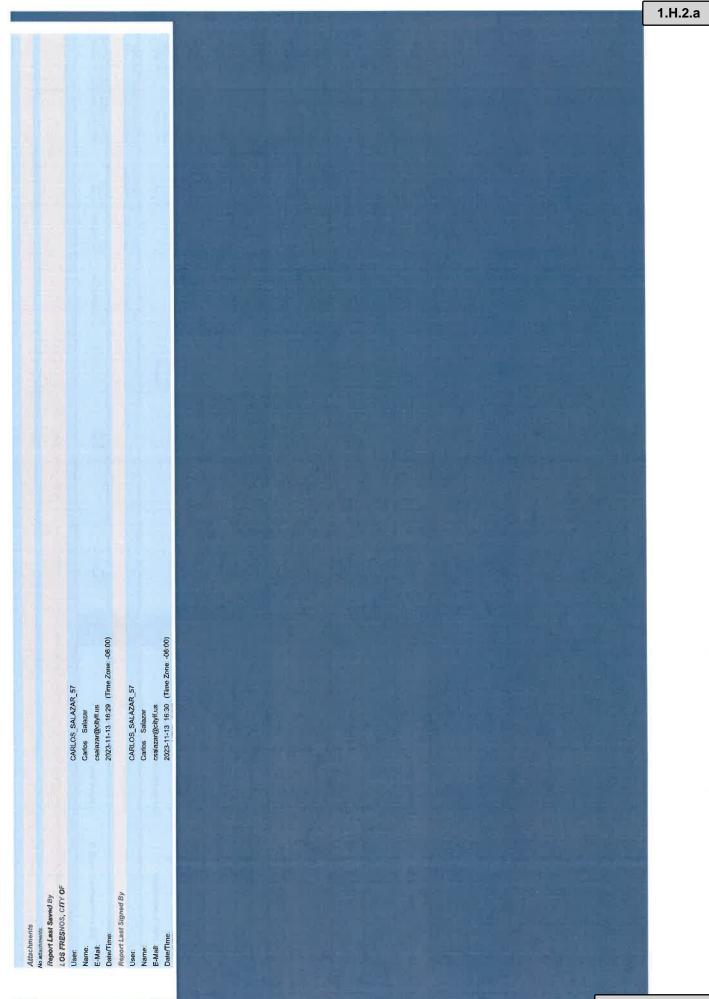






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Chlorine, total residual A - Disinfection, Process Complete 0	Walue NODs							
	Sample Permit Requi				# V	0.0 18-mg/L 0.1 INST MAX 18-mg/L	01/01 - Dally 01/01 - Dally	GR - GRAB
	Sample		13	1.3		19 - mg/L	01/01 - Dally	GR - GRAB
Suddo Criorine, total residual B - Prior to Usinfection 0	Watur NODE					7/8(1) - 61	0.00 - Daily	9545 - N5
51040 E. coll 1. Effluent Gross 0 -	Sample Permit Rega			= 6.97 <= 126.0 D	6.97 == 126.0 DAILY AV <=	18.8 3Z - CFU/100mL 399.0 DAILY MX 3Z - CFU/100mL	02/30 - Twice Per Month 02/30 - Twice Per Month	GR - GRAB GR - GRAB
8082 BOD, carbonaceous [5 day, 20 C] 1 - Effluent Gross 0 -	Sample =	12.94 83.0 DAILY AV	26 - lb/d 26 - lb/d	= 2.69 <= 10.0 DA	2.69 = 10.0 DAILY AV <=	3.3 19 - mg/L 25.0 DAILY MX 19 - mg/L	02/07 - Twice Every Week CP - COMPOS 02/07 - Twice Every Week CP - COMPOS	CP - COMPOS CP - COMPOS
Submission Note	Walue NODE							
If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type	allowing fields will be	submitted for that row: Units, N	lumber of Excursions, Frequency of Ana	llysis, and Sample Type				
Edit Check Errors No emere								
No errors.								



1.H.3

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5208)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta

Initiator: Bianca Huerta Sponsors:

DOC ID: 5208

Police Department November 2023 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection October 2023 1.

Magistrates 2. Index Crimes by Zone

Call with questions.

I recommend approval.

Updated: 12/5/2023 3:08 PM by Jacqueline Moya

LOS FRESNOS POLICE DEPARTMENT Calls - By Type

11\01\2023 thru 11\30\2023

Туре	Description	# Of Calls	
178	ABANDONED VEHICLES - ORDINANCE 454	3	
86	ACCIDENT - MOTOR VEHICLE	18	
5	ALARM BUSINESS	8	
177	ALARMS - ORDINANCE 453	1	
7	ANIMAL BITE	1	
167	ANIMAL CONTROL - ORDINANCE 410 OR 410-1	67	
11	ASSAULT	1	
10	ASSIST OTHER AGENCY	8	
14	BANK ALARM	2	
23	CHILD CUSTODY DISPUTE	1	
103	CHILD IN VEHICLE	2	
25	CITIZEN CONTACT	3	
26	CIVIL MATTER	9	
32	CRIMINAL TRESPASS	1	
34	DAMAGED PROPERTY	10	
182	DEBRIS ON THE ROADWAY	11	
44	DISTRUBANCE	3	
33	DOMESTIC DISTURBANCE	2	
50	EMS CALL	164	
57	FIRE ALARM	5	
59	FOUND-RECOVERED PROPERTY	6	
63	GAS LEAK	2	
66	GRASS FIRE	2	
67	HARASSMENT	7	
107	HEALTH PERMIT	15	
87	HIT AND RUN	4	
72	IDENTITY THEFT	3	
135	ILLEGAL DUMPING	1	
74	INFORMATION	27	
153	LIVESTOCK AND FOWL - ORDINANCE 265	1	
186	LOOK OUT	20	
80	LOOSE LIVESTOCK	1	
82	LOST PROPERTY (CELL PHONE, PURSE, ETC)	4	
173	LOUD NOISE - ORDINANCE 420	4	
147	MAINTENANCE OF SIGNS - ORDINANCE 235-BB	11	
84	MISSING PERSON	1	
138	MOTORIST ASSIST	1	
106	NOISE DISTURBANCE	5	
92	OPEN DOOR/OPEN WINDOW	6	
93	PARKING REGULATIONS	9	
180	PATROL BY	2	
149	POLITICAL ELECTION SIGNS - ORDINANCE 235-P	3	
117	SEXUAL ASSAULT	2	
175	SOLID WASTE RECEPTACLES - ORDINANCE 426	2	
136	STALLED VEHICLE	13	
56	STRUCTURE FIRE	11	
120	SUSPICIOUS NOISES	3	
119	SUSPSICIOUS PERSON/VEHICLES	50	
123	THEFT	4	
125	TRAFFIC STOP	770	
12/01/2023 13:08		1 of 2	

Type	Description	# Of Calls	
127	UNAUTHORIZED USE - MOTOR VEHCILE	2	
184	UNWANTED SUBJECT	10	
128	VERBAL DISTURBANCE	2	
131	WANTED SUBJECT	2	
132	WAVE DOWN	1	
142	WEEDED OR RUBBISH LOT - ORDINANCE 123-A	3	
133	WELFARE CONCERN	55	
	Total	1,385	

12/01/2023 13:08 2 of 2

LOS FRESNOS POLICE DEPARTMENT Calls - By Date & Time

11\01\2023 thru 11\30\2023

Date	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
11/01/2023	1	3	0	0	0	1	2	1	0	2	5	1	1	1	1	4	5	4	4	2	1	1	2	0	42
11/02/2023	3	2	1	0	1	1	1	0	5	1	1	2	1	1	0	10	11	7	4	6	4	2	1	3	68
11/03/2023	0	1	1	5	1	1	0	5	1	0	1	1	2	3	1	1	0	0	4	2	1	1	3	3	38
11/04/2023	5	5	3	0	0	1	1	3	3	3	1	5	1	2	1	5	4	5	8	2	4	5	4	1	72
11/05/2023	3	7	2	0	1	2	2	1	2	2	2	4	1	1	3	2	2	0	0	0	7	2	0	1	47
11/06/2023	1	2	0	1	3	1	1	2	3	1	1	2	4	3	1	10	5	6	3	0	3	2	1	6	62
11/07/2023	3	5	1	0	0	1	1	4	2	5	3	2	0	2	1	4	7	1	1	2	1	0	2	2	50
11/08/2023	2	1	2	0	0	1	1	2	5	2	3	3	1	1	2	4	3	2	2	1	0	1	0	0	39
11/09/2023	0	0	0	0	0	2	0	4	3	2	4	2	3	1	2	3	1	5	5	7	1	1	0	1	47
11/10/2023	2	5	0	1	0	0	0	4	4	1	2	0	0	4	0	2	4	2	3	2	1	1	0	3	41
11/11/2023	3	1	0	0	0	0	3	0	1	1	2	0	0	0	1	4	1	2	0	1	3	0	2	2	27
11/12/2023	9	2	0	1	0	2	1	0	1	2	1	0	2	0	0	3	0	0	2	2	0	0	0	4	32
11/13/2023	2	3	0	1	1	1	0	1	1	0	1	2	7	0	1	3	4	2	3	2	3	1	0	1	40
11/14/2023	0	0	1	1	0	2	5	5	2	0	2	3	1	0	0	1	6	1	4	0	2	1	2	2	41
11/15/2023	0	1	0	0	0	1	1	2	2	2	5	3	3	1	3	2	3	4	2	1	2	2	2	3	45
11/16/2023	1	1	0	0	0	3	3	3	1	1	0	1	1	2	2	3	4	4	2	3	1	0	1	2	39
11/17/2023	1	0	1	1	1	1	0	1	6	1	0	0	2	4	0	8	7	7	2	3	1	0	1	1	49
11/18/2023	3	4	2	8	4	6	3	1	0	2	5	5	5	3	1	3	1	2	1	1	1	3	1	1	66
11/19/2023	4	1	1	1	1	7	3	1	1	2	3	5	1	2	2	2	3	4	2	0	0	2	0	4	52
11/20/2023	2	2	0	0	0	2	0	0	2	1	1	2	1	3	1	2	3	3	2	3	2	1	2	0	35
11/21/2023	3	4	3	0	4	3	0	2	7	6	2	1	1	3	1	10	4	3	4	0	1	1	0	4	67
11/22/2023	5	2	1	0	3	3	4	1	2	1	0	1	2	1	0	1	3	1	2	1	1	1	0	4	40
11/23/2023	4	2	1	0	0	2	0	2	2	3	2	1	0	0	0	1	1	1	1	3	0	2	0	2	30
11/24/2023	0	6	1	1	2	4	4	0	2	0	0	2	4	1	1	4	3	2	2	2	3	3	3	2	52
11/25/2023	2	1	1	2	1	0	1	2	3	1	2	1	1	1	2	3	5	2	1	2	9	3	3	2	51
11/26/2023	2	5	2	2	0	1	1	1	0	2	1	1	0	0	0	1	0	1	1	3	0	0	2	3	29
11/27/2023	1	0	2	1	0	1	0	5	3	3	1	2	1	2	1	6	2	3	1	4	2	4	1	1	47
11/28/2023	1	4	6	1	0	4	3	3	4	2	3	3	4	3	2	8	4	2	1	1	2	1	0	1	63
11/29/2023	4	0	0	0	0	0	1	1	2	5	2	0	2	2	3	2	2	1	0	1	1	1	0	0	30
11/30/2023	0	1	0	2	1	0	3	1	2	2	2	3	5	3	1	5	4	0	1	2	2	3	0	1	44
Total	67	71	32	29	24	54	45	58	72	56	58	58	57	50	34	117	102	77	68	59	59	45	33	60	1385

LOS FRESNOS POLICE DEPARTMENT Incidents - By Violation

11\01\2023 thru 11\30\2023

Violation	Incidents	
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1	
ACCIDENT INVOLVING DAMAGE TO VEHICLE>=\$200	1	
ANIMAL CONTROL	4	
ASSAULT	2	
BACKED UPON SHOULDER(OR ROADWAY) OF CONTROLLED	1	
ACCESS HIGHWAY / ILLEGAL BACKING		
CARELESSS DRIVING	1	
CITY ORD VIOLATION	1	
CRIMINAL MISCHIEF >=\$50<\$500	3	
CRIMINAL MISCHIEF/CLASS C	2	
CRIMINAL TRESPASS	1	
DEADLY CONDUCT 13a	1	
DEFECTIVE EQUIPMENT	2	
DOG AT LARGE	1	
DRIVING WHILE INTOXICATED	1	
DRIVING WHILE INTOXICATED 2ND	2	
DRIVING WHILE INTOXICATED 3RD OR MORE	1	
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	3	
DUTY ON STRIKING UNATTENDED VEHICLE	2	
EXECUTION OF CAPIAS OR ARREST WARRANT	22	
EXPIRED REGISTRATION	3	
FAIL TO CONTROL SPEED	3	
FAIL TO IDENTIFY FUGITIVE INTENT GIVE FALSE INFO	1	
FAIL TO IDENTIFY GIVING FALSE/FICTITIOUS INFO	1	
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	11	
FAILED TO SIGNAL INTENT TO TURN	1	
HARASSMENT	3	
NO DRIVER'S LICENSE	9	
OPEN CONTAINER	3	
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	1	
POSS CS PG 1 <1G	1	
POSS CS PG 2 >= 1G<4G	1	
POSS CS PG 2 >= 4G<400G	2	
POSS CS PG 3 < 28G	1	
POSSESSION OF DRUG PARAPHERNALIA	6	
PUBLIC INTOXICATION	3	
RAN RED LIGHT	3	
RESIST ARREST SEARCH OR TRANSPORT	3	
SEXUAL ASSAULT 11a	1	
SEXUAL ASSAULT CHILD 11a	1	
SPEEDING 15 to 19 over	1	
SPEEDING 20 to 34 over	1	
SPEEDING IN A SCHOOL ZONE MPH in a MPH zone	1	
TERRORISTIC THREAT 13a	1	
THEFT PROP. #4 500 #001/ 00:	3	
THEFT PROP>=\$1,500<\$20K 23a	1	
UNL CARRYING WEAPON	1	
UNRESTRAINED CHILD UNDER 4 YEARS OF AGEOR 36 INCHES	1	

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ViolationIncidentsTotal Violations120Total Incidents77

12/01/2023 13:09 2 of 2

LOS FRESNOS POLICE DEPARTMENT Arrests - By Type

11\01\2023 thru 11\30\2023

Arrest Type	Arrests	Male	Female	White	Black	Indian	Asian	Unknown	
ON VIEW	1	1	0	1	0	0	0	0	
SUMMONED / CITED	1	0	1	1	0	0	0	0	
TAKEN INTO CUSTODY	18	9	9	16	0	0	0	2	
WARRANT	15	11	4	15	0	0	0	0	
Total	35	21	14	33	0	0	0	2	

12/01/2023 13:06 1 of 1

ACCIDENTS BY STREET & INTERSECTION NOVEMBER 1, 2023- NOVEMBER 30, 2023

Street & Intersection	Accidents	Fatalities_	Vehicles_	Injured
TX. HWT 100 & F.M. 803	1	0	2	0
TX. HWY 100 & F.M. 1575	1	0	1	0
100 SOUTH ARROYO BLVD.	2	0	4	0
30984 WEST TX. 100	1	0	3	0
217 WHITE OAK	1	0	2	0
810 WEST OCEAN BLVD.	1	0	1	0
32623 WEST TX. HWY 100	1	0	2	0
1027 EASTER LILLY	1	0	2	0
729 WEST OCEAN BLVD.	1	0	2	0
ALAMO ST. & WEST OCEAN BLVD.	1	0	2	0
1100 SOUTH ARROYO BLVD.	1	0	1	0
400 WEST OCEAN BLVD.	1	0	2	0
TOTAL	13	0	24	0

LOS FRESNOS POLICE DEPARTMENT MAGISTRATION REPORT OCTOBER 2023

JUDGE	MAGISTRATIONS	CLASS A & B	FELONIES
Gene Daniels	19	9	10
Luis Hernandez	0	0	0
Robert Lerma	0	0	0
Total	19	9	10

2023 INDEX CRIME BY ZONES

MONTH	CRIME	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	TOTAL
	Burglary						0
	Theft						0
	Vehicle Theft						0
July	Assault						0
'	Murder						0
	Rape						0
	Robbery	-					0
	Total	0	0	0	0	0	0
	Burglary		1	1			2
	Theft		4	1	4		5
	Vehicle Theft Assault		4	1	1		2
August			4	2			6
	Murder						0
	Rape Robbery						0
	Total	0	9	5	1	0	15
	Burglary	0	9	3	1	U	13
	Theft		5		1		5
	Vehicle Theft		3		1		1
	Assault	1	6	1	1	2	10
September	Murder		Ü				0
	Rape						0
	Robbery						0
	Total	1	11	1	2	2	17
	Burglary	_			_		0
	Theft	1	8			1	10
	Vehicle Theft						0
	Assault		2	1			3
October	Murder						0
	Rape						0
	Robbery						0
	Total	1	10	1	0	1	13
	Burglary						0
	Theft						0
	Vehicle Theft						0
November	Assault						0
November	Murder						0
	Rape						0
	Robbery						0
	Total	0	0	0	0	0	0
	Burglary						0
	Theft						0
	Vehicle Theft						0
December	Assault						0
	Murder						0
	Rape						0
	Robbery						0
	Total	0	0	0	0	0	0
	Burglary	4	2	2	1	1	10
	Theft	6	49	6	3	1	65
	Vehicle Theft	1	1	2	2	1	7
Year To Date	Assault	10	24	14	6	7	61
	Murder	0	0	0	0	0	0
	Rape	0	0	0	0	0	0
	Robbery	0	0	1	0	0	1
	Total	21	76	25	12	10	144

1.H.4

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

ACTION ITEM (ID # 5209)

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta

> Initiator: Bianca Huerta Sponsors:

> > DOC ID: 5209

Municipal Court 1. City Monthly Report-OCTOBER 2. Linebarger Monthly Report-OCTOBER

I recommend approval.

OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month October Year 2023

Municipal Court for the City of Los Fresnos

Presiding Judge	Gene Daniels
If new, da	te assumed office
Court Mailing Address	520 E Ocean Blvd
City	<u>Los Fresnos</u> , Zip <u>78566</u>
Phone Number	(956) 233-9200
Fax Number	<u>(956) 233-9221</u>
Court's Public Email	
Court's Website	
THE ATTACHED IS A TF	RUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.
Date <u>2023</u> -	11-22 Phone Number

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625 FAX: (512) 936-2423

CRIMINAL SECTION

Court	Traff	ic Misdemea	nors	Non-Traffic Misdemeanors			
Month October Year 2023	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	
1. Total Cases Pending First of Month:	11,275	5	0	3,169	222	35	
a. Active Cases	1,355	1	0	116	32	12	
b. Inactive Cases	9,920	4	0	3,053	190	23	
2. New Cases Filed	792	0	0	43	7	7	
3. Cases Reactivated	97	0	0	21	2	2	
4. All Other Cases Added	0	0	0	0	0	0	
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)	2,244	1	0	180	41	21	
6. Dispositions Prior to Court Appearance of Trial:							
a. Uncontested Dispositions							
(Disposed without appearance before a judge (CCP Art. 27.14))	394	0	0	28	4	6	
b. Dismissed by Prosecution	91	0	0	8	2	1	
7. Disposition at Trial:							
a. Convictions							
1) Guilty Plea or Nolo Contendere	3	0	0	1	o	0	
2) By the Court	0	0	0	0	0	0	
3) By the Jury	0	0	0	0	0	0	
b. Acquittals:							
1) By the Court	0	0	0	0	0	0	
2) By the Jury	0	0	0	0	0	0	
c. Dismissed by Prosecution	0	0	0	0	0	0	
8. Compliance Dismissals:							
a. After Driver Safety Course (CCP, Art. 45.0511)	43						
b. After Deferred Disposition (CCP, Art. 45.051)	35	0	0	0	1	0	
c.City After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0	
d. Date From After Tobacco Awareness Course (HSC, Sec. 161.253)					0		
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0		
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	34						
g. All Other Transportation Code Dismissals	52	0	0	0	0	0	
9. All Other Dispositions	0	0	0	0	0	0	
10. Total cases Disposed (Sum of lines 6,7,8&9)	652	0	0	37	7	7	
11. Cases Placed on Inactive Status	56	0	0	19	1	0	
12. Total Cases Pending End of Month:	11,415	5	0	3,175	222	35	
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)	1,536	1	0	124	33	14	
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)	9,879		0	3,051	189	21	
13. Show Cause Hearings Held	47	0	0	4	4	0	
14. Cases Appealed:							
a. After Trial	0	0	0	0	0	0	
b. Without Trial	0	0	0	0	0	0	

CIVIL / ADMINISTRATIVE SECTION

Court	-
Month October Year 2023	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month October Year 2023	
1. Transportation Code Cases Filed	4
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	1
5. Tobacco Cases Filed (HSC, Sec. 161.252)	0
6. Failure to Attend School Cases Filed (Ed.Code, Sec. 25.094)	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	6
10. Transfer to Juvenile Court: a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1)	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1)	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(I))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0
	-

Court		NUMBER REQUESTS		
Month October Year 2023	NUMBER GIVEN	FOR COUNSEL		
Magistrate Warnings: a. Class C Misdemeanors	0			
b. Class A and B Misdemeanors	9	3		
c. Felonies	10	5		
		TOTAL		
Arrest warrants Issued: a. Class C Misdemeanors		76		
b. Class A and B Misdemeanors		0		
c. Felonies		0		
3. Capiases Pro Fine Issued		11		
4. Search Warrants Issued		0		
5. Warrants for Fire, Health and Code Inspections File	d (CCP, Art. 1805)	0		
6. Examining Trials Conducted		0		
7. Emergency Mental Health Hearings Held	0			
8. Magistrate's Orders for Emergency Protection Issue	1			
9. Magistrate's Orders for Ignition Iterlock Device Issu	ned (CCP.Art. 17.441)	0		
10. All Other Magistrate's Orders Issued Requiring Co on Bond	nditions for release	0		
11. Driver's License Denial, Revocation or Suspension (IC, Sec.521.300)	n Hearings Held	0		
12. Disposition of Stolen Property Hearings Held (CCF	P, Ch. 47)	0		
13. Peace Bond Hearings Held		0		
 Cases in which Fine and Court Costs Satisfied by Co Partial Satisfaction 	mmunity Service:	1		
b. Full Satisfaction		0		
15. Cases in Which Fine and Court Costs Satisfied by	Jail Credit	18		
16. Cases in Which Fine and Court Costs Waived for I	ndigency	0		
17. Amount of Fines and Court Costs Waived for Indig	jency	\$0.00		
18. Fines, Court Costs and Other Amounts Collected: a. Kept by City	\$65,415.34			
b. Remitted to State \$39,124.80				
c. Total \$104,540.14				
Dono F				



Municipal Court Fees and Fines Monthly Collection and Activities Report



October 2023

Linebarger Goggan Blair & Sampson, LLP

35 Providencia Ct., Brownsville, Texas 78526 (956) 546-1216 Fax (956) 546-1624

www.lgbs.com

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November 30, 2023

Mark Milum City Manager City of Los Fresnos 520 E. Ocean Blvd. Los Fresnos, TX 78566

RE: Delinquent Municipal Court Fees & Fines Collection & Activities Report

Mr. Milum,

We are pleased to present this report for the month of October 2023 summarizing the delinquent municipal court fees and fines services we have provided the City of Los Fresnos. Our report includes collection results based upon monthly upload files provided by the City; along with collection activities we have initiated to maximize the City's recoveries from delinquent municipal court fees and fines. Our comprehensive collection program continues to produce positive results for the City, while serving the debtors who owe money to the City.

There is a difference between a collection company and a collection law firm. As a law firm that solely focuses on collections for governmental entities, Linebarger recognizes there is more to the court system than basic collection services. Linebarger's mailing notices and phone outreach do more than just simply demand payment—the notices seek to achieve case resolution for the Court. Each case has an ultimate disposition, whether it is monetary or non-monetary resolution.

Our team of professionals remain focused on delivering services with the high degree of excellence that you have come to expect from our firm. If at any time you, the Council, or other administrative personnel have any questions about this report or the services we provide the City, please contact us.

Kindest regards.

Jeffrey M. Garcia

Partner

Cc: City of Los Fresnos, Municipal Court

Collections & Activity Summary

Collection Disposition Summary - October 2023	
Citations Assigned	100
Amount Assigned	\$29,804
Citations Collected	205
Amount Collected	\$48,942
Citations Cancelled	53
Amount Cancelled	\$14,022
Citations Resolved	258
Amount Resolved	\$62,965

Collection Disposition Summary - Contract to Date	
Citations Assigned	50,968
Amount Assigned	\$13,469,632
Citations Adjusted	21,029
Amount Adjusted	(\$3,284,007)
Citations Collected	22,854
Amount Collected	\$5,168,634
Citations Cancelled	2,968
Amount Cancelled	\$676,648
Citations Resolved	25,822
Amount Resolved	\$5,845,283
Dollar Resolution Rate	67.8%

Collection Activity - October 2023		
Letters		1,713
Address/Phone Updated		190
Phone Activity	Inbound	44
	Outbound	657

Collection Activity - Contract to Date		
Letters		127,070
Address/Phone Updated		31,496
Phone Activity	Inbound	11,023
	Outbound	227,342

Status of Open Accounts

Status	Count	Amount
ACT - Active Account	13,766	\$4,040,526
ATT - Attorney Contact Only	9	\$2,513
DEC - Deceased. No Estate Or Beyond Claim	55	\$15,687
DIS - Dispute	4	\$889
INC - Incarcerated	68	\$19,482
PRM - Promise Payment	116	\$30,722
PTC - Paid To Client	1	\$121
REF - Refuse To Pay	3	\$365
SKP - Skiptracing For Phone	3	\$796
SWC - Stop Work Per Client	1,015	\$270,643
Total	15,040	\$4,381,744

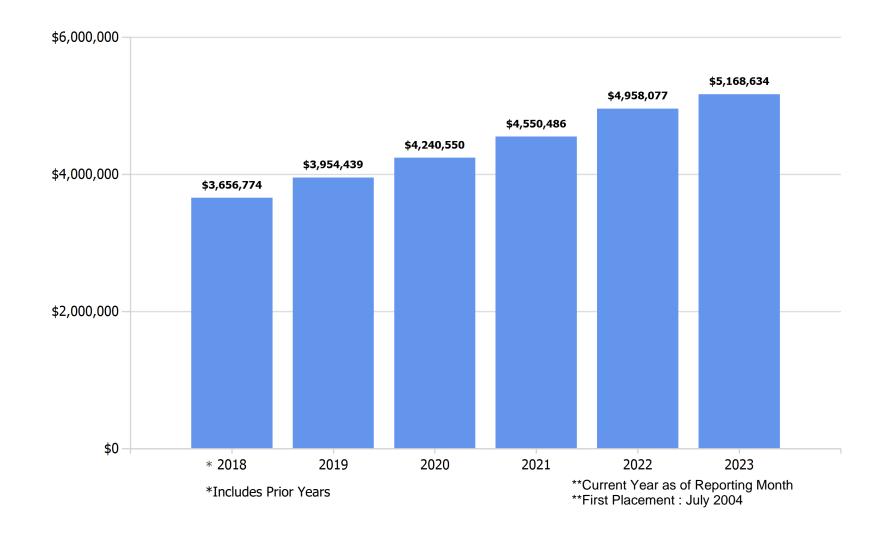
Monthly Collection Activity Last 24 Months

Year	Month		Address/Phone	Phone Activity		Dollars
Teal	Month	Mailed	Updated	Inbound	Outbound	Collected
2023	October	1,713	190	44	657	\$48,942
	September	3,409	194	80	822	\$0
	August	1,317	586	23	1,041	\$13,857
	July	0	179	16	978	\$22,549
	June	188	234	22	956	\$28,596
	May	1,459	853	23	583	\$22,852
	April	145	189	9	855	\$53,875
	March	324	154	32	708	\$11,077
	February	5,017	139	72	297	\$8,809
	January	0	0	1	0	\$0
2022	December	0	10	2	306	\$0
	November	0	102	17	177	\$25,264
	October	4,521	141	50	178	\$26,316
	September	128	47	85	633	\$31,445
	August	777	300	10	646	\$27,288
	July	88	69	17	925	\$30,176
	June	601	84	22	817	\$32,905
	May	460	178	24	727	\$45,476
	April	464	117	49	306	\$74,928
	March	4,280	125	94	428	\$49,282
	February	350	94	42	611	\$36,189
	January	1,295	297	39	694	\$28,325
2021	December	625	103	15	1,015	\$24,926
	November	801	109	68	1,292	\$22,743
	October	780	137	23	1,173	\$28,048
Total*		28,742	4,631	879	16,825	\$693,866

^{*}Total Amounts noted represent the last 24 months & not contract to date.

Placement Activity Summary								
Contract to Date								
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
	October	100	\$29,804	\$0	\$0	\$29,804	\$0	0.00%
	September	257	\$81,608	\$1,319	(\$301)	\$79,988	\$200	0.25%
	August	64	\$20,856	\$0	\$0	\$20,856	\$516	2.47%
	July	173	\$48,598	\$885	(\$177)	\$47,536	\$1,752	3.69%
	June	104	\$28,274	\$0	(\$52)	\$28,222	\$1,404	4.98%
	May	101	\$29,405	\$0	\$0	\$29,405	\$1,942	6.61%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	237	\$73,215	\$0	(\$155)	\$73,060	\$4,182	5.72%
	February	969	\$281,129	\$69,156	\$22,501	\$234,474	\$17,842	7.61%
	January	0	\$0	\$0	\$0	\$0	\$0	0.00%
2023 Summary		2,005	\$592,887	\$71,360	\$21,817	\$543,344	\$27,839	5.12%
	December	0	\$0	\$0	\$0	\$0	\$0	0.00%
	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	248	\$78,430	\$872	(\$703)	\$76,855	\$8,264	10.75%
	September	353	\$108,104	\$1,005	(\$2,419)	\$104,680	\$5,837	5.58%
	August	193	\$60,241	\$911	(\$1,545)	\$57,785	\$8,429	14.59%
	July	235	\$76,298	\$0	(\$1,015)	\$75,283	\$10,261	13.63%
	June	249	\$77,481	\$288	(\$2,492)	\$74,702	\$9,328	12.49%
	May	140	\$44,431	\$293	(\$2,827)	\$41,312	\$8,140	19.70%
	April	376	\$119,400	\$945	(\$3,828)	\$114,627	\$21,173	18.47%
	March	0	\$0	\$0	\$0	\$0	\$0	0.00%
	February	343	\$106,925	\$787	(\$8,062)	\$98,076	\$23,347	23.81%
	January	695	\$218,417	\$1,048	(\$13,278)	\$204,092	\$39,907	19.55%
2022 Summary		2,832	\$889,728	\$6,148	(\$36,169)	\$847,411	\$134,686	15.89%
	December	125	\$39,217	\$0	(\$1,813)	\$37,404	\$11,991	32.06%
	November	968	\$309,258	\$3,773	(\$11,792)	\$293,694	\$61,111	20.81%
	October	1,377	\$442,553	\$3,256	(\$11,456)	\$427,840	\$80,697	18.86%
2021 Summary		4,400	\$1,387,497	\$10,305	(\$51,432)	\$1,325,760	\$262,876	19.83%
2020 Summary		1,423	\$397,308	\$844	(\$28,728)	\$367,736	\$137,535	37.40%
2019 Summary		3,101	\$899,242	\$4,204	(\$82,150)	\$812,888	\$285,630	35.14%
2018 Summary		2,107	\$615,152	\$1,277	(\$55,035)	\$558,841	\$230,166	41.19%
Prior Years		35,100	\$8,687,818	\$582,511	(\$3,047,089)	\$5,058,218	\$4,052,602	80.12%

Delinquent Fees & Fines Cumulative Collections



LGBS, LLP History

1.H.4.b

1.H.5

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta Initiator: Bianca Huerta

Sponsors:

DOC ID: 5210

ACTION ITEM (ID # 5210)

Library Report 1. Monthly Report

Call with questions.

I recommend approval.

Updated: 12/4/2023 10:01 AM by Bianca Huerta



Number of Patron Checking Out Materials

Adult	272
Children	47
New Patron	149
In Library Use	38



Material Types Checked Out

203
238
30
12
0
16
7
0
4
48
50



Patron Access Computer Use

Total Sessions	103
Total Time	73 Hours
Guest Passes	34



Free Wi-Fi Access Use

Patron Printouts

Library Staff Copies

Replacement Cards

At Home Deliveries

Total Sessions	705 Library WiFi
Total Sessions	202 Park WiFi



What Happened in the Library

Hours Open	148 hours
Visits/Calls	905/75
Children Program Attendance	21
Volunteer Hours	79/16 volunteers
New Cards Issued	32
Cards Renewed	16
New Books Added	64
New eBooks Added	194
New Videos Added	0
Hotspots Added	0
Books Weeded	444
Videos Weeded	0
Reference Questions	1,501
Assists in Computer Lab	182
Patron Copies	1,077
Patron Faxes sent	70

1,688

0

9

0





1.H.6

City Council

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 12/12/23 06:00 PM Department: City Secretary Category: Report Prepared By: Bianca Huerta Initiator: Bianca Huerta

Sponsors:

DOC ID: 5211

ACTION ITEM (ID # 5211)

Fire Marshal's Report 1. Monthly Report

Call with questions.

I recommend approval.

Updated: 12/8/2023 9:43 AM by Bianca Huerta



Commercial Businesses

FIRE MARSHAL'S OFFICE 520 E. OCEAN BLVD LOS FRESNOS, TX 78566

LOS FRESNOS FIRE DEPARTMENT Activity Report

Month of November 2023

CALLS	INSIDE CITY	OUTSIDE CITY
Commercial Building Fires		
Residential Building Fires	1	4
Grass Fires		1
Trash Fires		2
Vehicle Fires		3
Motor Vehicle Collisions		5
Bee Calls		
Fire Alarm Activation		
False Calls/False Alarms		
Other Calls	1	2
Total Calls	2	18

FIRE INSPECTIONS PERFORMED

9

Industrial Structures Public Buildings Hotels/Motels		
Institutions		
Homes		1
Apartments		
Total Inspections		10
Fires Investigated	(Accidental)	1
	(Incendiary)	