

City Council

520 E Ocean Blvd.

Special Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Thursday, March 25, 2021

12:00 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 THURSDAY, MARCH 25, 2021 AT 12:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

To watch the Los Fresnos City Council meeting live, visit the City of Los Fresnos YouTube channel here:

https://www.youtube.com/channel/UCM586ihF_ubb7Kz4aqFCBKQ or our website www.cityoflosfresnos.com

To participate in the Visitors Remarks portion of the meeting, download the participation form from www.cityoflosfresnos.com or request a copy at City Hall drive through. Please submit your form by 9:00 a.m. on Thursday, March 25, 2021 to jmoya@citylf.us. City staff will contact you providing instructions for commenting.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. VISITORS REMARKS-TO SPEAK YOU MUST SIGN IN WITH CITY SECRETARY PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 3 MINUTES TO SPEAK.

D. ACTION ITEMS

1. Consider and adopt a Citizen Participation Plan for Los Fresnos.
2. Discuss and consider approval of priority projects for the 2021-2022 TxCDBG Community Development Fund (CD) grant program.
3. Consider and adopt Resolution 3-2021 authorizing submission of the 2021-2022 TxCDBG Community Development Fund (CD) grant program application.
4. Discussion and possible ACTION to approve an agreement with Lexipol, LLC, for a policy manual, procedures and training covering city employees and law enforcement.

5. Discussion and possible ACTION to approve an agreement with Kendig Keast Collaborative for Zoning Ordinance Update/Rewrite services.

E. ADJOURNMENT

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on March 19, 2021 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

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

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 03/25/21 12:00 PM
Department: City Secretary
Category: Policy
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3841)

DOC ID: 3841 A

Consider and adopt a Citizen Participation Plan for Los Fresnos.

This is our regular plan that we follow. It must be approved along with the grant request.

I recommend approval.

A1013

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

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

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

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Los Fresnos, 520 E. Ocean Blvd., Los Fresnos, TX 78566, 956-233-5768, during regular business hours.

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

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 520 E. Ocean Blvd., Los Fresnos, TX 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 TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

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

PUBLIC HEARING PROVISIONS

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

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

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

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

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

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

Alejandro Flores, Mayor

Date

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

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

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

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Los Fresnos, 520 E. Ocean Blvd., Los Fresnos, TX 78566, 956-233-5768 en horario de oficina.

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

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Los Fresnos, 520 E. Ocean Blvd., Los Fresnos, TX 78566, o puede llamar a 956-233-5768.
2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debiera completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

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

DISPOSICIONES AUDIENCIA PÚBLICA

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

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

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

1. Los Fresnos mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos Los Fresnos se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

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

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

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

Alejandro Flores, Alcalde

Fecha

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 03/25/21 12:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3842)

DOC ID: 3842 A

**Discuss and consider approval of priority projects for the
2021-2022 TxCDBG Community Development Fund (CD)
grant program.**

Attached is a list of areas that need sewer pipes repaired or replaced. We took the areas that are giving the most problems and are either priority 1 or priority 2.

I recommend approval.

Sewer Line Repairs CDBG

1. Alley from North Nogal to North Olmo between Canal Street and West 1 street
2. Alley from South Nogal to South Olmo between West 8th and West 9th
3. Alley from South Ebano to South Retama between East Ocean and East 5th. Upgrade to an 8-inch line.
4. Alley from South Coma to South Ebano between East Ocean and East 5th
5. West 2nd Street from North Alamo to North Arroyo
6. Alley from South Arroyo to Pita Street between East 5th and East 6th
7. Alley between South Pita to South Coma between East 5th and East 6th
8. Alley between South Arroyo to South Pita between East 7th and East 8th
9. Alley between Ebony Street and Pecan Street
10. Alley between Ash Street and Ebony Street

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
34	33	6	342	300 Sixth St. <i>separately part of line</i>	6/7/2016	VCP	Defective Service(s), cracks and missing pipe- Line not completely TV'd due to obstructions but from what can be seen, the line is in very very poor condition	1	-	-
13	14	8	398	314 Ninth St.	5/26/2016	PVC	defective Service	4	YES	2
45	44	6	326	105 Fifth St.	5/31/2016	VCP	various crack locations & many of the taps taken over by roots	3	-	-
16	15	6	336	605 Arroyo Blvd.	5/25/2016	PVC	Fair Condition	5	-	-
15A	15	6	395	212 Ninth St.	5/25/2016	PVC	More than 50% of the service taps are defective	4	-	-
12	12A	10	396	102 10th St.	5/25/2016	PVC	Fair Condition	5	-	-
11	10	10	435	200 Tenth St.	5/25/2016	PVC	Fair Condition	5	-	-
9	10	10	451	400 Tenth St.	5/23/2016	PVC	More than 50% of the service taps are defective	4	-	-
17	18	8	457	416 Eighth St.	5/26/2016	PVC	Roughly 50% of the service taps are defective	4	-	-
44	43	6	473	102 Fifth St.	6/2/2016	VCP	Defective Service(s), cracks and missing pipe-	2	-	-
141	140	6	279	336 Canal St.	6/22/2016	VCP	Offset Joint at previous point repair	3	-	-
42	43	6	912	215 Coma St.	6/6/2016	VCP	Defective Service(s), cracks and missing pipe intermittently- Line not completely TV'd due to obstructions but City excavated the clean out that brought us back to TV that remaining footage.	2	-	-
90	91	8	31	111 First St.	6/3/2016	VCP	Insufficient amount of TV to pass overall judgment due to camera not able to pass a drop joint at 31 ft. from DS MH. Unable to perform reverse because upstream MH is UTL	3	UNK	-
92	91	6	327	415 Alamo St.	6/3/2016	PVC	Fair Condition	5	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
95	92	6	172	116 Canal St.	6/3/2016	PVC	Sag and squashed pipe in one location	4	YES	1
94	95	8	27	116 Canal St.	6/3/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
20	25	10	322	300 Eighth St.	5/27/2016	PVC	Fair Condition	5	-	-
93	94	8	435	102 Canal St.	6/2/2016	VCP	Defective Service(s), cracks- the line is generally in poor condition	2	-	-
23	24	8	468	416 Seventh St.	5/27/2016	PVC	Fair Condition	5	-	-
36	37	8	460	417 Sixth St.	6/1/2016	PVC	Fair Condition	5	-	-
37	38	8	425	315 Sixth St.	6/1/2016	PVC	Fair Condition	5	-	-
39	38	6	471	110 Sixth St.	6/1/2016	VCP	Defective Service(s), numerous fractures nearing collapse- the line is in very poor condition	1	-	-
41	39	6	337	101 Sixth St.	6/1/2016	VCP	Defective Service(s), numerous cracked joints- the line is in very poor condition. UTILITY LINE PASSING THRU THE MIDDLE OF THE PIPE NEAR DS MH!!	1	-	-
40	41	6	118	101 Sixth St.	6/1/2016	VCP	Fractured Joint	3	-	-
32	33	8	427	314 Sixth St.	6/7/2016	PVC	Defective Services with cracks and deformity	4	YES	2
96	95	6	215	106 Canal St.	6/3/2016	PVC	Fair Condition	5	-	-
132	123	12	347	101 Ocean Blvd.	7/13/2016	VCP	Dropped Joint	3	-	-
119	120	6	348	301 Fifth St.	7/19/2016	VCP	Cracks and hole in pipe	3	-	-
123	120	12	326	327 Ocean Blvd.	7/18/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
126	125	8	343	613 Ocean Blvd.	7/15/2016	VCP	Multiple cracks/fractures intermittently	2	-	-
127	124	8	219	560 Ocean Blvd.	7/14/2016	VCP	Multiple cracks intermittently	2	-	-
125	124	8	389	601 Ocean Blvd.	7/14/2016	VCP	Multiple cracks intermittently	2	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	D/A	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
43	38	10	328	215 South Coma St.	6/9/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
8	9	10	452	418 Tenth St.	5/23/2016	PVC	Defective Service(s)	4	YES	2
29	29A	10	327	201 Seventh St.	6/11/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
28	29	10	477	301 Seventh St.	6/10/2016	VCP	cracked Joint	3	-	-
24	25	8	173	314 Seventh St.	6/10/2016	PVC	Defective Service(s)- Line not completely TV'd due to obstructions	3	-	-
25	28	10	183	300 Seventh St.	6/10/2016	PVC	Fair Condition	5	-	-
30C	81	10	401	100 Seventh St.	6/11/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	5	-	-
38	33	10	314	314 Sixth St.	6/9/2016	VCP	cracked Joint	3	-	-
91	89	6	160	113 Second St.	6/12/2016	PVC	Fair Condition	5	-	-
46	43	8	343	301 Third St.	6/9/2016	VCP	various crack/fracture locations	2	-	-
47	46	8	142	301 Third St.	6/9/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
49B	47	8	201	300 Second St.	6/9/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
26A	26	6	404	214 Seventh St.	6/8/2016	PVC	Defective at Service(s)	5	YES	2
27	26	6	187	102 Seventh St.	6/8/2016	PVC	Defective Service(s), cracks and missing pipe-Line not completely TV'd due to obstructions but from what can be seen, the line is in poor condition	1	-	-
35	34	6	59	100 Sixth St. <i>repaired</i>	6/8/2016	VCP	Defective Service(s), cracks and missing pipe-Line not completely TV'd due to obstructions but from what can be seen, the line is in poor condition	1	-	-
33	28	10	152	300 Sixth St.	6/10/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
5	4	12	400	138 Alvarez Ct.	6/13/2016	PVC	Fair Condition	5	-	-

(8)

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	IMH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
88A	89	8	28	114 Second St.	6/21/2016	VCP	semi collapsed	1	-	-
66	66A	6	290	101 Pine St.	7/11/2016	VCP	Multiple cracks intermittently	3	-	-
48Z	48	8	269	204 Arroyo St.	6/21/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
86B	86C	10	94	200 West Ocean Blvd.	6/28/2016	PVC	Fair Condition	5	-	-
136	135	10	158	303 Canal St.	6/23/2016	VCP	Fractured Joint	3	-	-
137	136	6	81	318 Second St.	6/22/2016	VCP	Defective/ collapsing Service(s), cracks/fractures- Line not completely TV'd due to obstructions but from what can be seen, the line is in poor condition	2	-	-
138	137	8	381	412 Second St.	6/22/2016	VCP	Defective Service(s), cracks/fractures- the line is in very poor condition	1	-	-
139	136	10	330	299 Canal St.	6/22/2016	VCP	Defective at Service(s)	3	YES	1
140	139	6	170	320 Canal St.	6/22/2016	VCP	Multiple cracks/fractures- the line is in very very poor condition	1	-	-
88	88A	8	330	100 Second St.	6/21/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
116	83A	12	347	210 West Sixth St.	6/30/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
65	60	8	375	101 Huisache St.	7/8/2016	VCP	Multiple cracks/fractures	3	-	-
71	71A	10	358	301 Resaca Dr.	7/7/2016	PVC	Multiple deformities	4	-	-
72	71	8	470	211 East Resaca Dr.	7/7/2016	VCP	Multiple cracks/fractures intermittently	3	-	-
72Z	72	8	231	207 East Resaca Dr.	7/7/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
63	55	6	272	107 Ebony St.	7/6/2016	VCP	Multiple cracks/fractures	2	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
69	63	6	27	107 Ebony St.	7/6/2016	VCP	Defective/ collapsing Service(s), cracks/fractures- Line not completely TV'd due to obstructions but from what can be seen, the line is in very poor condition	1	-	-
86	86A	10	110	205 West 3rd St.	6/28/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
70	64	6	106	106 Ebony St.	7/6/2016	VCP	Multiple Fine cracks- Line not completely TV's due to obstructions. From What can be seen, Line is in overall reasonably fair condition for VCP	4	-	-
86A	86B	10	15	200 West Ocean Blvd.	6/28/2016	PVC	Fair Condition	5	-	-
83	83A	12	12	110 Sixth St.	6/29/2016	VCP	Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
84	83	10	154	114 5th St.	6/29/2016	VCP	Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
85	84	10	322	114 5th St.	6/29/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
86D	85	10	116	201 West Ocean Blvd.	6/29/2016	VCP	Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
86C	86D	10	20	201 West Ocean Blvd.	6/28/2016	PVC	Fair Condition	5	-	-
49D	49B	8	11	300 Second St.	6/15/2016	VCP	Line is in overall reasonably fair condition for VCP	4	-	-
64	56	6	224	106 Ebony St.	7/6/2016	VCP	Multiple cracks/fractures	2	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
78	79	6	72	101 Eighth St.	7/21/2016	VCP	Pipe reduced near upstream MH from 6 inch to 4 inch- Line not completely TV'd due to obstructions...Insufficient amount of TV to pass overall judgment	3	-	-
120	118	12	146	327 Fifth St.	7/19/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
81	80	10	182	108 Seventh St.	7/21/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
112	118	10	185	312 Seventh St.	7/19/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
83	82	10	177	110 Sixth St.	7/21/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
111	112	6	334	300 Seventh St.	7/20/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
113	112	8	393	413 Sixth St.	7/20/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
114	113	8	429	602 Seventh St.	7/20/2016	PVC	Defective Service(s), Multiple cracks/fractures intermittently	5	-	-
117	116	12	351	300 Sixth St.	7/19/2016	VCP	Fair Condition	4	YES	1
60	50	8	418	109 Huisache St.	7/8/2016	VCP	Protruding service	3	-	-
80	79	10	327	401 Alamo St.	7/21/2016	VCP	Multiple cracks intermittently	4	-	-
135	134	10	375	304 Second St.	6/23/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	3	-	-
87B	86	10	134	205 West 3rd St.	6/28/2016	VCP	Defective Service(s), minor cracks, defective repair clamp and heavily tuberculated cast iron section within	4	-	-
87A	87B	10	195	113 Second St.	6/28/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	2	-	-
87	87A	10	32	113 Second St.	6/28/2016	PVC	fractures near collapse	5	-	-
89	87	10	169	113 Second St.	6/27/2016	PVC	Fair Condition	5	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
49A	49C	8	175	300 Second St.	6/15/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
49	49A	8	24	300 Second St.	6/15/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
54A	49	8	539	113 Pecan St.	6/15/2016	PVC	Fair Condition	5	-	-
54	54A	8	73	113 Pecan St.	6/15/2016	PVC	Fair Condition	5	-	-
3	2	12	400	108 Alvarez Ct.	6/14/2016	PVC	Fair Condition	5	-	-
29A	30	10	83	101 Seventh St.	6/11/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
4	4A	12	302	128 Alvarez Ct.	6/14/2016	PVC	Fair Condition	5	-	-
31	32	8	446	416 Sixth St.	6/7/2016	PVC	Defective at Service(s)	4	YES	2
6	5	12	304	148 Alvarez Ct.	6/13/2016	PVC	Fair Condition	5	-	-
7	6	12	175	152 Alvarez Ct.	6/13/2016	PVC	Fair Condition	5	-	-
30	30A	10	29	101 Seventh St.	6/13/2016	PVC	Fair Condition	5	-	-
30B	30C	10	33	100 Seventh St.	6/13/2016	PVC	Fair Condition	5	-	-
30A	30B	10	123	100 Seventh St.	6/13/2016	PVC	Fair Condition	5	-	-
134	89	10	326	220 Second St.	6/12/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
4A	3	12	404	118 Alvarez Ct.	6/14/2016	PVC	Fair Condition	5	-	-
10	14	10	194	300 Tenth St.	5/25/2016	PVC	Fair Condition	5	-	-
19	20	8	24	300 Eighth St.	5/27/2016	PVC	Fair Condition	5	-	-
22	21	6	105	208 Eighth St.	5/27/2016	PVC	Defective Service(s)- Line not completely TV'd due to obstructions	4	YES	2
20A	21	6	441	214 Eighth St.	5/26/2016	PVC	Defective Service(s), Ovality, cracks intermittently	2	-	-
14	19	10	332	300 Ninth St.	5/26/2016	PVC	Fair Condition	5	-	-
18	19	8	402	314 Eighth St.	5/26/2016	PVC	Fair Condition	5	-	-

City of Los Fresnos- Guzman & Munoz Sanitary Sewer Condition Assessment Job P814-01/ Chief :

MH Up	MH Dwn	DIA	TV Lgth	Street	TV DATE	Pipe Type	Observations	Priority 1 THRU 5 W/ 1 Being worst condition	Rehab w/ Point repair	QTY
50	51	8	301	119 Huisache St.	7/8/2016	VCP	cracked Joint	3	-	-
122	123	6	361	300 Olmos St.	7/13/2016	VCP	Roughly 50% of the service taps are defective	3	-	-
118	117	12	375	312 Sixth St.	7/19/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
133	132	12	323	202 Second St.	7/12/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
51	52	8	320	118 Huisache St.	7/12/2016	VCP	Fractured Joint	3	-	-
67A	52	6	323	109 Magnolia St.	7/12/2016	VCP	Multiple cracks/fractures intermittently	2	-	-
67	67A	6	243	101 Magnolia St.	7/12/2016	VCP	Multiple cracks intermittently	2	-	-
66A	51	6	374	109 Pine St.	7/11/2016	VCP	Multiple cracks intermittently	3	-	-
49C	49D	8	123	300 Second St.	6/15/2016	VCP	Fair Condition	4	-	-
124	123	8	453	417 Ocean Blvd.	7/14/2016	VCP	Defective Services with minor cracks intermittently	3	-	-
82	81	10	143	108 Seventh St.	7/21/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-
131	131A	6	409	616 Mesquite St.	7/22/2016	VCP	Defective Service(s), intermittent cracks and missing pipe- Line not completely TV'd due to obstructions but from what can be seen, the line is in poor condition	3	-	-
131A	130	8	57	606 Ocean Blvd.	7/22/2016	VCP	Multiple cracks intermittently	3	-	-
130	129	8	126	606 Ocean Blvd.	7/22/2016	VCP	Multiple cracks/fractures intermittently	3	-	-
129	127	8	566	606 Ocean Blvd.	7/22/2016	VCP	Multiple cracks/fractures intermittently	3	-	-
45Z	45	6	128	102 Ocean Blvd.	7/22/2016	VCP	Multiple Fine cracks-Line is in overall reasonably fair condition for VCP	4	-	-





City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 03/25/21 12:00 PM
Department: City Secretary
Category: Resolutions
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3843)

DOC ID: 3843 A

Consider and adopt Resolution 3-2021 authorizing submission of the 2021-2022 TxCDBG Community Development Fund (CD) grant program application.

We have chosen sewer upgrades to various lines around the city that are compromised. This was part of the study for done with cameras in side the pipes to help identify problems. This is critical to get these done to eliminate inflows into our system during rains. We are also fixing some sewer lines and all the manholes with the TWDB funds we have secured but have not go out for bid yet. Getting these fixed reduces the amount of inflows to our sewer system and helps us stay in compliance.

I recommend approval.

RESOLUTION 3-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2021-2022 COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

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

Mayor Alejandro Flores	___	For	___	Against	___	Abstained
Mayor Pro-Tem Andres Lopez	___	For	___	Against	___	Abstained
Councilmember Polo Narvaez	___	For	___	Against	___	Abstained
Councilmember James Herrera	___	For	___	Against	___	Abstained
Councilmember Ray Ortiz	___	For	___	Against	___	Abstained
Councilmember Juan Munoz	___	For	___	Against	___	Abstained

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

WHEREAS, it is necessary and in the best interests of the City of Los Fresnos to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the 2021-2022 Community Development Fund is hereby authorized to be filed on behalf of the City of Los Fresnos with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the 2021-2022 Community Development Fund.
3. That the application be for up to \$350,000.00 of grant funds to provide sewer system improvements.

4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
 - The Mayor or City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
 - The Mayor or City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
 - If this application is funded, the Mayor and City Manager are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Los Fresnos is committing up to \$52,500 from its General Fund as a cash contribution toward the construction activities of this sewer system improvements project.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2020.

Alejandro Flores, Mayor

ATTEST:

Jacqueline Moya, City Secretary

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 03/25/21 12:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3839)

DOC ID: 3839 C

Discussion and possible ACTION to approve an agreement with Lexipol, LLC, for a policy manual, procedures and training covering city employees and law enforcement.

One of the items we have worked on at different time over the last 10 years is updating the city policy manual for city employees as well as for law enforcement. This is difficult due to the complexity of certain laws and the continuous changing that occurs. We seem to get pulled in different directions keeping up with daily activities and more pressing job duties.

We have searched for a firm that specializes in this. We found that in Lexipol. They have staff and legal folks that specialize in this. Not only will they update our city policy manual and law enforcement manual, they will keep it current over time as updates area needed due to law changes, court challenges and new interpretations. When updates are sent out the system tracks each employee to assure they have signed off on the update indicating they have read and understood. Additionally there is regular bulletins send out refreshing employees on the content of the policy manual along with safety training bulletins. Lexipol is the only firm that we have found that provides this complete assistance. All of this will help protect the city if there was every a legal issue as to if an employee was properly notified and trained. This is badly needed.

City Policy Manual: Implementation \$9,937.00 which includes creation of policy manual.
Subscription & Training April - September \$2,163.15

Law Enforcement Manual: Implementation \$10,080.45 which includes creation of policy manual.

Subscription & Training April - September \$7,425.69

Total is \$27,443.14. While this is a lot of money, if we save 1 injury and or 1 law suit this will more that pay for itself.

This can be paid for due to increase sale tax receipts. Our budget for sales tax is \$1,248,000 or for 6 months it is \$624,000. So far for 6 months of the year we have collected \$760,416 which is an additional \$136,416.

The annual amount for the City Policy Manual is \$4,326.30 and for Law Enforcement is \$10,525.05 which will be included in the budget each year beginning October 1, 2021.

I recommend approval as presented.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Los Fresnos Police Department
 Agency's Address: 200 N Brazil St
 Los Fresnos, Texas 78566

Attention: Hector Gonzalez

Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Prepared By: Jean Farmer

Effective Date: _____
 (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Los Fresnos Police Department

Lexipol

Signature: _____

Signature: _____

Print Name: _____

Print Name: Van Holland

Title: _____

Title: Chief Financial Officer

Date Signed: _____

Date Signed: _____

Attachment: LEXIPOL (3839 : Personnel/Police Policy Software)

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Lexipol LE Policy Manual
Subscription Pro-rated

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 4/1/2021 End: 9/30/2021)	USD 5,282.00	5%	USD 264.09	USD 5,017.91
1	Annual Law Enforcement Procedures (Start: 4/1/2021 End: 9/30/2021)	USD 257.50	5%	USD 12.87	USD 244.63
	Subscription Line Items Total			USD 276.96	USD 5,262.54
				USD 276.96	USD 5,262.54
Lexipol LE Policy Manual Subscription Pro-rated Discount:					USD 276.96
Lexipol LE Policy Manual Subscription Pro-rated TOTAL:					USD 5,262.54

Implementation Services

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation	USD 3,959.00	5%	USD 197.95	USD 3,761.05
1	Law Enforcement Tier II Implementation	USD 3,727.00	5%	USD 186.35	USD 3,540.65
1	Law Enforcement Tier III Implementation	USD 2,925.00	5%	USD 146.25	USD 2,778.75
	One-Time Line Items Total			USD 530.55	USD 10,080.45
				USD 530.55	USD 10,080.45
Implementation Services Discount:					USD 530.55
Implementation Services TOTAL:					USD 10,080.45

Lexipol Local Gov Policy Manual
Subscription Pro-rated

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service (Start: 4/1/2021 End: 9/30/2021)	USD 2,277.00	5%	USD 113.85	USD 2,163.15
	Subscription Line Items Total			USD 113.85	USD 2,163.15
				USD 113.85	USD 2,163.15
Lexipol Local Gov Policy Manual Subscription Pro-rated Discount:					USD 113.85
Lexipol Local Gov Policy Manual Subscription Pro-rated TOTAL:					USD 2,163.15

Attachment: LEXIPOL (3839 : Personnel/Police Policy Software)

Local Gov Implementation Services

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Local Government Tier I Implementation	USD 3,980.00	5%	USD 199.00	USD 3,781.00
1	Local Government Tier II Implementation	USD 3,980.00	5%	USD 199.00	USD 3,781.00
1	Local Government Administration Content Extraction	USD 2,500.00	5%	USD 125.00	USD 2,375.00
	One-Time Line Items Total			USD 523.00	USD 9,937.00
				USD 523.00	USD 9,937.00
Local Gov Implementation Services Discount:					USD 523.00
Local Gov Implementation Services TOTAL:					USD 9,937.00

Lexipol Local Gov Policy Manual Subscription Yearly

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service (Start: 10/1/2021 End: 9/30/2022)	USD 4,554.00	5%	USD 227.70	USD 4,326.30
	Subscription Line Items Total			USD 227.70	USD 4,326.30
				USD 227.70	USD 4,326.30
Lexipol Local Gov Policy Manual Subscription Yearly Discount:					USD 227.70
Lexipol Local Gov Policy Manual Subscription Yearly TOTAL:					USD 4,326.30

Lexipol LE Policy Manual Subscription-Yearly

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 10/1/2021 End: 9/30/2022)	USD 10,564.00	5%	USD 528.20	USD 10,035.80
1	Annual Law Enforcement Procedures (Start: 10/1/2021 End: 9/30/2022)	USD 515.00	5%	USD 25.75	USD 489.25
	Subscription Line Items Total			USD 553.95	USD 10,525.05
				USD 553.95	USD 10,525.05
Lexipol LE Policy Manual Subscription-Yearly Discount:					USD 553.95
Lexipol LE Policy Manual Subscription-Yearly TOTAL:					USD 10,525.05

*Law Enforcement pricing is based on 19 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

5% Dual Manual Discount

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

Scope of Services (Exhibit C)

Local Government Administration Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

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- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Local Government Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents 50% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier III: Daily Operations Policies

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Local Government Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents 50% of the manual, including policies that relate to common day-to-day operations that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

City Council
520 E Ocean Blvd.
Los Fresnos, TX 78566

Meeting: 03/25/21 12:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 3840)

DOC ID: 3840 B

Discussion and possible ACTION to approve an agreement with Kendig Keast Collaborative for Zoning Ordinance Update/Rewrite services.

Our zoning ordinance was updated in 1993 with little updates since then. It is extremely cumbersome and difficult to follow and track for us as staff. You can imagine how difficult it is for developers and businesses when they don't use it frequently like we do. Sometimes we have to refer to as many as 3 zones to find all of the data needed. This firm has already bid these services our statewide so we will utilize these prices. No one else offers the extensive services they do. They will also take our existing ordinances updated and digitized through Municode and place them with our zoning ordinance to be very user friendly. We have discussed this need for several years but have now found the best but also less expensive. Larger cities pay well over \$300,000 and upwards of \$500,000 for basically the same work. At budget time the CDC agreed to fund the base cost at 50% or \$59,488 so it is included in their current budget. We didn't fund the rest as there were no available funds at the time.

\$118,976	Base Cost (CDC pays 1/2 so leaves \$59,488 for city)
\$59,488	
3,000	Training
7,920	Code of Ordinances
11,000	Interactive GIS Zoning Map \$6,500 set up and \$4,500 maintenance
2,500	Land Use lookup
2,500	Sign Calculator
2,500	Parking Calculator
\$88,908	TOTAL

This can be paid for due to increase sale tax receipts. Our budget for sales tax is \$1,248,000 or for 6 months it is \$624,000. So far for 6 months of the year we have collected \$760,416 which is an additional \$136,416. The cost of the policy manual and training in the item prior to this is \$27,443.14. This leaves \$108,972 to fund this much needed project. It will still leave \$20,064 in surplus.

I recommend approval.

UNIFIED DEVELOPMENT CODE LOS FRESNOS, TEXAS SCOPE OF SERVICES

I. INTRODUCTION

Overview

The City's Code of Ordinances includes several chapters that relate to land use, growth and development. These include but are not limited to:

- Chapter 26, Manufactured and Mobile Homes;
- Chapter 38, Subdivisions; and
- Chapter 48, Zoning.

Since these ordinances were prepared as long ago as 1993 and without too many amendments since, it is common for them to become increasingly problematic in their use by City staff, as well as the Planning and Zoning Commission, City Council and development applicants, and land and business owners. Over time, ordinances tend to become outdated and often include substantive errors, conflicts, and inconsistencies both within and across these ordinances, all of which cause difficulty in decision making, delayed processes and approvals, increased costs, and frustration.

The zoning ordinance appears to have been originally created in 1993. A cursory review does not uncover many (if any) amendments in the last 27 years. Given the extent and significance of changes to State and Federal laws, there are numerous revisions warranted. Also, dramatic shifts in the housing market and development economies along with constantly changing practices in regulating land use and development bring rise to the level of importance to update or rewrite these ordinances. In our review, there are a multitude of opportunities to improve the structure, organization, and readability of the development-related ordinances, as well as revisiting and updating the zoning districts, uses, and standards to match what's on the ground and what the market demands; discontinuing the age-old practice of cumulative zoning; rethinking and updating off-street parking requirements; mitigating variances and nonconformities; and addressing issues confronting the City whereby the ordinances are either inadequate or silent, e.g., mixed use, accessory dwellings, tiny homes, landscaping and buffering, outdoor lighting, etc.

Upon a cursory review of the City's ordinance, potential provisions that may warrant inclusion include, but are not limited to:

- ✓ Title, Authority, Jurisdiction, Applicability, and Vesting
- ✓ Effect on Private Restrictions
- ✓ Transition Standards
- ✓ District Purpose Statements
- ✓ Special or overlay districts, e.g., airport overlay district
- ✓ Limited or conditional use standards and processes
- ✓ Provisions for temporary and accessory uses and structures

- ✓ Site standards for multiple-family, manufactured home, recreational vehicle parks, and nonresidential developments
- ✓ Redevelopment standards and processes;
- ✓ Subdivision layout standards
- ✓ Access management standards
- ✓ Improvement agreements
- ✓ Parking design and loading standards
- ✓ Content-neutral sign provisions (according to Reed v. Gilbert Supreme Court Decision)
- ✓ Standards for specific sign types or locations
- ✓ Outdoor lighting
- ✓ Administrative, legislative, quasi-judicial, and subdivision procedures
- ✓ Updated definitions

Scope of Services

In an effort to effectively process and manage good development, the following scope of services would result in a well-coordinated set of development ordinances that resolve the issues discovered through the early input process, and would take the next step to provide the criteria, standards, and requirements necessary for the Planning & Zoning Commission, Mayor and City Council, and City staff to work with applicants in the City's economic development.

Unified Development Code (UDC) – What and Why?

It is advisable for the City to consider a unified set of regulations in lieu of independent ordinances. There are many advantages to preparing a set of well-coordinated ordinances. First, it is an opportune time to begin assembling individual ordinances, correcting errors and oversights, eliminating conflicts and inconsistencies, and streamlining processes that now overlap one or more individual ordinances to build a solid foundation before changing or adding new provisions. Essentially, the whole is greater than the sum of its parts. This is so, in part, because of the significant cost efficiencies that may be realized by reviewing, evaluating, and rewriting and consolidating all ordinances at once, rather than incrementally or individually over several years. Also, comprehensively reviewing and updating individual ordinances will create inconsistencies and conflicts among other ordinances due to changes in standards and procedures. This will be problematic, often resulting in costly delays requiring special reviews or processes. Lastly, for those who use these ordinances on a regular basis, and particularly those who encounter them only rarely, as independent ordinances it is difficult to assimilate the requirements of separate ordinances located among the 48 chapters and countless articles and sections throughout the Code of Ordinances.

Other benefits of a UDC include:

- It offers procedural consistency and a single source of standards and definitions;
- It greatly simplifies the amendment process helping to ensure consistency among different ordinances;
- It makes the regulations a more user-friendly for the development, real estate, and consultant communities, as well as the day-to-day administration of staff and appointed and elected officials;

- There may be cross-referencing to ensure that all related regulatory provisions are taken into account pertaining to any particular development project or proposal;
- There is a single, consolidated set of definitions, which helps prevent issues of interpretation and inconsistent understandings;
- The administration of all development-related ordinances is consolidated into a single section thereby spelling out the roles and responsibilities of each official and public body, as well as the procedures for each development submittal;
- The permitting process can be documented in a single location, which is helpful to identify crossovers in the development approval and permitting processes;
- The applications and procedures for all development processes can be clearly defined, including use of flow diagrams to illustrate the review process; and
- It improves the ability to track the total development process from application to issuance of a building permit and certificate of occupancy.

II. CORE PROJECT SERVICES

PHASE ONE: KICK-Off

1.1 *Project Orientation*

KKC and the City's Project Director, along with invited staff, will hold a project orientation teleconference immediately following notice to proceed to supplement our understanding of the project relative to the identified issues and needs of Staff, as well as the Commission and Council. This understanding will be reinforced through the web conferences conducted during Trip No. 1. This understanding will inform each of the other phases and tasks of this project.

Topics for discussion will include: project logistics, key stakeholders to be involved in Subtask 1.2 and the schedule of web conference meetings and deliverables. The Planning and Zoning Commission will serve the role of reviewing each deliverable, providing input and guidance, receiving stakeholder and public input, and recommending the UDC to the City Council.

Following the teleconference, KKC will develop a final schedule of deliverables, meetings, and teleconferences. We will also make arrangements for the transmittal of needed documents, maps, and data from the City to KKC.

Meeting(s):

- Project orientation teleconference.

Deliverable(s):

- Project schedule

1.2. *Stakeholder Interviews (Trip No. 1)*

The KKC Project Manager will interview key stakeholders via staff arranged web conference in up to four, one-hour “listening sessions,” to invite responses as to what they see as the key development and regulatory issues and solutions for addressing them. The stakeholders may include local engineers or architects, developers, brokers and realtors, applicant representatives, or others identified by the City’s Project Director.

Meeting(s):

- Trip No. 1 – Field reconnaissance
- Up to four, one-hour stakeholder listening sessions

Deliverable(s):

- Summary of stakeholder input

1.3 *Web Conference(s) with the Planning & Zoning Commission*

KKC will arrange a teleconference with staff to clearly understand the current processes, procedures, and practices, as well as to gain a firsthand understanding of the limitations or problems with the administration and enforcement of the development ordinances. Additionally, we will conduct a web conference with the Planning & Zoning Commission (and City Council if desired) to overview the project approach and schedule, summarize the key findings of the stakeholder interviews, and to initiate dialog as to the key planning and regulatory issues to be addressed in the UDC.

Meeting(s):

- Introductory web conference with the Planning & Zoning Commission, which may be held jointly with the City Council.

Deliverable(s):

- Introductory presentation

1.4 *Annotated Outline*

An annotated outline will be delivered to set out how the UDC will be organized and structured to be intuitive and easy to administer, navigate, and use. Changes to the order or structure of Chapters, Articles and Sections within the ordinances will likely occur. However, if through the course of the project work, additional tasks are identified, an amendment may be necessary if they materially add to the content of the UDC or if they constitute a substantive change.

Meeting(s):

- None for this task

Deliverable(s):

- Annotated Outline

PHASE TWO: ITERATIVE DRAFTING

2.1 Online Interactive UDC

KKC will use the **enCodePlus™** cloud-based collaborative drafting, codification, and code publishing software to facilitate the code drafting process, as well as to deliver the public hearing draft of the UDC as a fully-searchable electronic code upon completion and adoption. As a partner of Municode, the UDC may be integrated within and accessed from the Code of Ordinances (including any of the selected upgrade features).

See <http://online.encodeplus.com/regs/dayton-tx/> as an example.

The UDC will be drafted directly in the online interactive site. This will offer:

- Automated formatting and numbering to ease the drafting and editing process.
- Internal and external cross-referencing, which automatically updates all cross-references if an article or section is moved elsewhere within the development ordinances.
- The ability to cross-reference and hyperlink provisions of the Code of Ordinances.
- The ability to integrate in-line tables and graphics.
- Use of the commenting feature, which will allow staff to provide comments on individual articles of sections of the draft regulations, which will be organized and catalogued, along with the responses of KKC. The comment log may be exported or printed and distributed during the process and may also be integrated as a table in the document during the drafting process.
- Use of the online track-changes feature, which corresponds to the comments and responses and displays the resulting changes to the draft regulations.
- Password-protected access to the maintenance module for City staff to monitor the progress, as well as to insert technical comments or edits directly in the draft regulations.
- The ability to export to MS Word or Adobe PDF to produce draft and final deliverables. Upon adoption and delivery, the City will have license to use the software to author, draft, update, amend, change, or modify its regulations in-house, all within the online format.

Upon completion of this task, Municode will integrate the UDC with the Code of Ordinances, with the applicable chapters repealed and replaced.

Meeting(s):

- None for this task

Deliverable(s):

- User access to the password-protected maintenance module

As an Add Alternative, the Code of Ordinances may be migrated to the enCodePlus cloud-based software, which provides for staff access to the content, immediate codification of ordinances, inclusion of an online library to store all adopted ordinances with links to the ordinance numbers as section footnotes, as well as the other features noted above. Of course, the greatest benefit is the enhanced user interface and access to GIS mapping, lookup tools, etc.

2.2 UDC Drafting

The UDC will be drafted, presented, and discussed in two modules. The “modules” approach helps to facilitate discussion with the Planning & Zoning Commission, and City Council on an iterative fashion. The content and order of the modules will be scheduled in the Annotated Outline. KKC will conduct the necessary research and draft the regulations, subject to review and comment by the City. KKC will rely on the City to review the proposed regulations when submitted in draft form.

KKC will complete the drafting and revision work through the online interface. This will allow for an online forum for review of the code, as well as for comments to be posted by City staff and responded to by KKC as the process unfolds.

KKC will develop language for the UDC based on the Annotated Outline, input received through the stakeholder interviews, Planning & Zoning Commission and City Council web conferences, and through close coordination with the City’s Project Director, STAC, and others, as applicable. All deliverables will be provided by the City’s Project Director to the Planning & Zoning Commission and City Council. The City’s Project Director will be responsible for regularly reporting to other committees and boards, as applicable, on the status of the project and providing a forum to receive their input. Substantive input received by staff from any other City boards or committees will be provided to KKC in written form using the online editing or commenting function of **enCodePlus**.

KKC will refine the draft modules based on the feedback received from Staff and the Planning & Zoning Commission and City Council as each module is completed and reviewed. The refined modules will be assembled into a consolidated draft, which will be in a public hearing format inclusive of tables, graphics, illustrations, and a glossary of acronyms and definitions.

The City’s Project Director is responsible for coordinating and compiling in a consolidated manner all review comments on and requested/suggested revisions to each deliverable, beyond the comments provided directly to KKC personnel during project meetings.

Meeting(s):

- Interim teleconferences will be held as needed with City staff during the drafting process to discuss regulatory strategies, the relationships to existing standards and procedures, and other administrative matters.
- The public meetings may be handled in either of the following formats, or any combination of the two:
 - Web conferences with the Planning and Zoning Commission to include a summary presentation as well as access to the online code. Comments received or edits identified may be made in real-time or added to the comment bar; or
 - As permitted, on-site, face-to-face meetings with the Planning & Zoning Commission and any other groups or organizations.
- The web conferences held for each module will include:
 - A meeting with the STAC held on the afternoon prior to and, as needed, the morning following a scheduled Planning & Zoning Commission work session and, as necessary, an overview meeting with the City Council.

- A lunchtime or evening meeting/work session with the Planning & Zoning Commission to discuss the respective module in an open public meeting format.
- A City Council briefing upon completion and presentation of Module No. 2.

Deliverable(s):

- Draft modules of the proposed UDC with tables and graphics, delivered to the City for staff review and comment of the Planning & Zoning Commission.
- Revised draft modules assembled into a consolidated draft for distribution in the manner described in the previous bullet. KKC will provide one round of revisions for each individual draft module following review and receipt of comments and suggested revisions by Staff and through the overview to the Planning & Zoning Commission and the briefing of the City Council. The City's Project Director is responsible for consolidating all comments and having them posted in **enCodePlus™**.
- Technical input to any warranted zoning map amendments.

PHASE THREE: PUBLIC REVIEW AND COMMENT

3.1 Public Review Draft

- Make necessary edits to both Modules #1 and #2 to create a public review draft to be presented to the Planning & Zoning Commission
- Publish the public review draft on-line (via enCodePlus) and as MS Word and Adobe PDF files.

3.2 Public Review and Comment (Trip)

- Present the public review draft via web conference to the Planning & Zoning Commission for their final review, report, and recommendation to the City Council.
- Create a presentation that highlights the key features and changes from the existing ordinances to the proposed UDC.

Meeting(s):

- Planning & Zoning Commission public hearing for review and recommendations on the public hearing draft.

Deliverable(s):

- KKC will submit a public hearing draft inclusive of all tables, graphics, and definitions, in final form delivered to the City in **enCodePlus™** for public review and comment, and in Adobe PDF format emailed to the City's Project Director for further distribution to the Planning & Zoning Commission and City Council.
- Public hearing draft presentation.

PHASE FOUR: UDC ADOPTION

4.1 *Public Hearing Draft*

- Create the public hearing draft based on the input received and direction provided by the Planning & Zoning Commission, which represents substantial completion of the project.
- Attend a City Council public hearing via web conference to present the UDC, at which time it will be considered for recommendation and adoption.

4.2 Create final adopted version as adopted by the City Council

Deliverable(s):

- Final adopted UDC inclusive of tables, graphics, illustrations, and a glossary provided in the following formats:
 - Electronic files in Adobe PDF;
 - Password-protected access to **enCodePlus™**, including passwords for the licensed users.

ADD-ALTERNATE PHASE FIVE: IMPLEMENTATION ASSISTANCE

5.1 *Adoption Follow Up*

Upon adoption and first year administration of the new UDC, KKC will provide consultant assistance, as follows:

- 5.1.1 *Assemble Staff Notes* (included). During the initial term of administration, staff of different City departments will likely make note of wording or dimensional changes or other provisional adjustments as record for consideration of amendments. KKC would assemble these notes, developed by City staff in a written and consistent form, evaluate them as to warranted amendments, and then draft a recommended amendments memorandum as outlined below.
- 5.1.2 *Performance Audit* (included). An audit will be conducted to validate the success of the UDC in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The results of the audit will be included in the Recommended Amendments Memorandum.
- 5.1.3 *Recommended Amendments Memorandum* (included). After pulling the staff notes together and analyzing them for any conflicts or inconsistencies, KKC will draft a memorandum outlining the recommended amendments, together with required changes elsewhere in the UDC to ensure their integrity. This memorandum will be presented to the Planning & Zoning Commission and City Council, as needed, which will provide technical guidance for drafting the amendments.
- 5.1.4 *Draft Amendments* (by quote, based on findings of the previous tasks). Based on the above memorandum, KKC will draft the warranted amendments in legislative format for staff

review. Upon confirmation of the amendments, City staff will present them to the Planning & Zoning Commission and City Council for recommendation and adoption, respectively. KKC will be available to present the amendments on an Add-Alternate basis. Once adopted, the amendments will be approved and published, with an archive created of the former ordinance.

- 5.1.5 *Codification Health Check*. To ensure that the UDC has been amended and codified properly, a health check will be conducted by **enCodePlus**. The check will review the format and language of amendments, their consistency with state and federal law, correct numbering, history notes, the effective date, and whether the ordinances are footnoted and hyperlinked within the document.
- 5.1.6 *enCodePlus Enhancements* (by quote). The City may opt to request custom enhancements to the software to meet certain demands of City users, such as use and history reporting or additional features. These will be on a case-by-case basis.
- 5.1.7 *Five-Year Update* (by quote). To maintain the integrity of the UDC and to keep it current with legal and regulatory changes and the latest trends, and to amend it as necessary, KKC will perform a comprehensive assessment and conduct warranted updates.

PROJECT BUDGET

Shown in the table below is the proposed project budget for preparation of a Unified Development Code, which will wholly rewrite the City's current Zoning and Subdivision Ordinances. The budget is reflected by project phase and task, as well as the associated direct expenses for on-site meetings and presentations. The project budget for these services is as follows:

Phase 1: Organizational Framework = \$10,351

Phase 2: Iterative Drafting = \$59,887

Phase 3: Public Review and Comment = \$31,053

Phase 4: Adoption = \$15,353

Subtotal for All Phases = \$116,644

TOTAL (with H-GAC Administrative Fee) = \$118,976

Add-Alternate(s)

1. Open House to introduce the project to the community (\$2,500)
2. Staff and Public Official Training (\$3,000)

Optional Deliverables

1. Code of Ordinances (\$7,920)
 2. Interactive online GIS Zoning Map
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- a. Standard = \$3,000 one-time; \$3,000 maintenance)
 - b. Advanced = \$4,500 one-time; \$3,500 maintenance)
 - c. Premium = \$6,500 one-time; \$4,500 maintenance)
3. Land use lookup (\$2,500 one-time)
4. AppTrak+ online application tracking (\$4,500 one-time)
5. Landscaping and screening calculator (\$2,500 one-time)
6. Sign calculator (\$2,500 one-time)
7. Parking calculator (\$2,500 one-time)
8. Fee calculator (\$2,500 one-time)

Table 1, Estimated Project Budget

Los Fresnos, Texas Unified Development Code				
Key Personnel	Principal	Project Manager	Associate	TOTAL
Title / Firm				
Scope Tasks				Hours
PHASE 1 : ORGANIZATIONAL FRAMEWORK				
ACTIVITY 1: Organization Framework				
Project Orientation				\$912
Stakeholder Meetings				\$778
Planning & Zoning Commission Meeting				\$4,444
Annotated Outline				\$2,940
Subtotal	\$1,600	\$4,522	\$2,952	\$9,074
Direct Expenses				\$1,277
TOTAL FOR PHASE 1	\$1,600	\$4,522	\$2,952	\$10,351
PHASE 2: ITERATIVE DRAFTING				
On-Line Interactive UDC	Waived			\$0
UDC Drafting				\$58,680
Subtotal	\$12,000	\$31,920	\$14,760	\$58,680
Direct Expenses				\$1,207
TOTAL FOR PHASE 2	\$12,000	\$31,920	\$14,760	\$59,887
PHASE 3: PUBLIC REVIEW AND COMMENT				
Public Review Draft				\$20,538
Public Review and Comment				\$9,608
Subtotal	\$6,600	\$15,428	\$8,118	\$30,146
Direct Expenses				\$907
TOTAL FOR PHASE 3	\$6,600	\$15,428	\$8,118	\$31,053
PHASE 4: ADOPTION				
Public Hearing Draft				\$7,230
Final Published Zoning Ordinance				\$3,871
Subtotal	\$1,200	\$5,719	\$4,182	\$11,101
Direct Expenses				\$4,252
TOTAL FOR PHASE 4	\$1,200	\$5,719	\$4,182	\$15,353
TOTAL For All Phases				\$116,644