

# City Council

200 North Brazil

Los Fresnos, TX 78566

## Special Meeting

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

### ~ Agenda ~

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Thursday, August 28, 2014

7:00 PM

City Hall

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**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON THURSDAY, AUGUST 28, 2014 AT 7:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.**

**I. CALL TO ORDER**

2. Invocation and Pledge of Allegiance

**II. VISITOR REMARKS - TO SPEAK YOU MUST SIGN IN PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 3 MINUTES TO SPEAK.****III. PUBLIC HEARINGS**

1. First Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.96%.
2. First public hearing on the annexation of 3.50 acres, 9.944 acres and 10.00 acres of land located on the east side of the city limits and on the south side of Hwy 100.

**IV. ACTION ITEMS**

1. Consideration and ACTION on an Interlocal Agreement between City of Los Fresnos and Los Fresnos School District for use of City swimming pool.
2. Consideration and ACTION on second and final reading of Ordinance 235-CC to rezone Lots 3-15 Block A, Lots 1-12 Block 10, Lots 1-18 Block 11, Lots 1-12 Block 30 and Lots 1-18 Block 31 from R-2 Two Family district to R-1A Single Family District.

**V. REPORTS**

1. Report from the Los Fresnos Volunteer Fire Department and Los Fresnos Ambulance Service.

**VI. BUDGET WORKSHOP**

1. Budget Workshop for fiscal year 2014-2015 and set date for public hearing.

This is to certify that I, Pam Denny, posted this agenda on the front bulletin board of the City Hall on August 22, 2014 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Pam Denny, City Secretary

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

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Acknowledgments  
Prepared By: Pam Denny

**SCHEDULED**

Initiator: Pam Denny

Sponsors:

**ACTION ITEM (ID # 1114)**

DOC ID: 1114

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## Invocation and Pledge of Allegiance

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Public Hearing  
Prepared By: Pam Denny

**SCHEDULED**

Initiator: Pam Denny

Sponsors:

**ACTION ITEM (ID # 1116)**

DOC ID: 1116 A

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**First Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.96%.**

This is to listen to comments from residents. The tax rate being proposed is \$0.715 per \$100 valuation which is the same rate we have had for the prior 7 years. However the effective tax rate is \$0.701271. At the effective rate the City would get the same revenue as last year. However due to increased valuations and keeping the tax rate the same at \$0.715, the property tax revenue will increase by 1.96%.

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Public Hearing  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1115)**

DOC ID: 1115 A

**First public hearing on the annexation of 3.50 acres, 9.944 acres and 10.00 acres of land located on the east side of the city limits and on the south side of Hwy 100.**

This is to hear comments from the public on the possibility of annexing the property from Alamo Street Development, Los Fresnos Volunteer Fire Department and the City. Below is the information.

Alamo Street Development has requested the City annex approximately 10 acres of land into the City Limits of Los Fresnos. The property is located just to the west of the lift station and drainage ditch where the trailer house is on. It is part of the greater amount of property owned by Mr. Galansky and Mr. Holland. Water is available at the front of the property. Wastewater is available at the lift station just to the east of the property. Infrastructure costs that are needed are usually paid for by the developer.

The Fire Department has requested the City annex approximately 7.968 acres and 1.992 acres for a total of 9.960 acres of land into the City Limits of Los Fresnos. The property is located just to the south and east of the property the City purchased. Water is available at the front of the City property. The Fire Department will have to run water to their property from the front. Wastewater is available at the lift station to the east. The Fire Department and City can work together since it will be quite a lengthy line and pretty expensive to run a gravity line from our properties back to the lift station.

We will include the City property in the annexation process but we don't have to petition for it to be annexed since it is out property.

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1118)**

DOC ID: 1118 A

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**Consideration and ACTION on an Interlocal Agreement  
between City of Los Fresnos and Los Fresnos School District  
for use of City swimming pool.**

This is the same agreement the City has had with the school for many years. We have put it in a formal document with language so that it remains a one year contract but is automatically renewed unless either party wishes to get out of the agreement so it does not have to be approved each year.

I recommend approval.

## INTERLOCAL COOPERATION AGREEMENT

<b>THE STATE OF TEXAS</b>  <b>COUNTY OF CAMERON</b>	§ § §	<b>KNOW ALL MEN BY THESE PRESENTS</b>
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THIS AGREEMENT, is made and entered into pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) by and between the CITY OF LOS FRESNOS, Cameron County, Texas, acting by and through its duly authorized agent, MARK MILUM, City Manager of the City of Los Fresnos, hereinafter called "CITY"; and the LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, acting by and through its duly authorized agent, GONZALO SALAZAR, Superintendent of Schools, hereinafter called "DISTRICT", upon the terms, provisions and conditions set forth below.

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, the governing bodies of the CITY and DISTRICT have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement.

NOW THEREFORE:

The Parties, acting by and through their designated and authorized representatives, hereby agree as follows:

### I.

1.1 The term of this Agreement is one year beginning on the 25<sup>th</sup> day of August, 2014 and extending through the 24<sup>th</sup> day of August, 2015 unless extended or terminated before that time as provided in this Agreement.

### II.

The Parties, in consideration of the compensation enumerated herein and the mutual covenants and conditions hereinafter mentioned, agree as follows:

2.1 The Parties agree that the DISTRICT shall be entitled to use the city swimming pool located in Memorial Park at 900 N Arroyo Blvd., Los Fresnos, Texas, during the regular school year. This time period varies by date but usually begins during the fourth week of August and runs through the first week of June. It is understood that the CITY will utilize the pool during the intervening period from June through August. These entitlements do not preclude the occasional use of the pool for specific events by either party at any time with consent from the other party. This consent must be mutually agreed upon by both parties in advance of the event and in writing.

2.2 It is agreed that during the period of entitlement each party is responsible for the maintenance and operation of the pool. These responsibilities include but are not limited to: daily pool cleaning, upkeep of the pool grounds, chemicals, normal daily maintenance and repairs, utilities including electricity, gas and telephone, insurance and damages caused by users or neglect.



2.3 It is agreed that the DISTRICT will pay for all repairs and maintenance of the heater.

2.4 It is agreed that major repairs to the pool and immediate surroundings shall be borne by both parties in equal amounts (50%/50%). Repairs for which reimbursement will be sought under this section must be discussed and agreed upon in advance by both parties. Such agreement shall be in writing.

### III.

3.1 The DISTRICT shall pay to the CITY the sum of \$1.00 per year, the fee for the use of the premises, and CITY and DISTRICT acknowledge that the DISTRICT has prepaid the annual fees for the entire term of this Agreement.

### IV.

4.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the CITY does hereby grant unto the DISTRICT the exclusive right, privilege and option of extending this Agreement for an additional period of one (1) year from and after the expiration of the base terms hereof upon the same terms and conditions as enumerated herein. DISTRICT and CITY agree that the term shall automatically renew at the end of each period unless either party provides a notice of termination at least thirty (30) days prior to the expiration of the term in accordance with the notice provisions thereof advising the other party of the exercise of its option to terminate this Agreement.

### V.

5.1 Upon the expiration of the initial term and/or any option period exercised by the parties, the DISTRICT agrees that the premises, together with the improvements situated thereon shall permanently and exclusively belong to the CITY including any and all improvements to said property.

### VI.

6.1 The DISTRICT, having prepaid the annual fee as provided for herein, shall have peaceable possession of the premises, and shall not be subject to divestiture unless and except upon mutual termination of this agreement by CITY and the DISTRICT.

### VII.

7.1 During the term of this Agreement or renewal or extension thereof, the CITY shall specifically prohibit and prevent the use of the surface estate of the premises for the drilling, production and/or transportation of oil, gas or other minerals.

### VIII.

8.1 The DISTRICT shall not assign this Agreement to the premises, or any part thereof, or assign any rights or obligations of the DISTRICT existing by the terms of this Agreement.

### IX.

9.1 The DISTRICT and the CITY agree to negotiate in good faith as to terms and particulars regarding operation and shared use of said improvements including, but not limited to those specified below:

9.1.1 Rights to charge fees. Fees must not be discriminatory and income received must be returned to operations and maintenance of the facility.

- 9.1.2 Minimum notice for all scheduling requests.
- 9.1.3 Providing of personnel and supervision for all activities held in the facility.
- 9.1.4 Providing of scheduling, maintenance, operation, custodial services, and security of the facility.

## X. INSURANCE AND INDEMNIFICATION

10.1 **Governmental Functions.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The DISTRICT shall have no obligation with respect to the design and construction of the swimming pool and surrounding property and the CITY shall be solely responsible for the design, construction and maintenance of the swimming pool and surrounding property. With respect to use of the Recreational Complex the CITY shall be solely responsible for all risks arising with respect to the use of and activities on the Land in conjunction with CITY sponsored events and programs, and the DISTRICT shall be solely responsible for all risks arising with respect to the use of and activities on the Land in conjunction with DISTRICT sponsored events and programs. The relationship of the CITY and the DISTRICT shall be that of independent contractors.

10.2 **City Insurance and Indemnification.** The DISTRICT shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the CITY, or for or with respect to the Land, and the CITY covenants and agrees that:

- 10.2.1 The CITY shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the CITY or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the CITY pursuant to this Agreement;
- 10.2.2 The CITY shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests.
- 10.2.3 The CITY shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the DISTRICT, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to use of the Land or the Recreational Complex by the DISTRICT, or its agents, officers, employees and students.

10.3 **District Insurance and Indemnification.** The CITY shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the DISTRICT, or for or with respect to the use of the Land and Recreational Complex by the DISTRICT, and the DISTRICT covenants and agrees that:

- 10.3.1 The DISTRICT shall be solely responsible for and with respect to any claim or



cause of action arising out of or with respect to any act, omission or failure to act by the DISTRICT or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Land and the Recreational Complex;

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

10.3.3 The DISTRICT shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the CITY; its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to the design, development and construction of the Recreational Complex by the CITY, or its agents, officers, employees and contractors.

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

10.5 Terms for operation and joint use of this facility may be amended by a written addendum to existing joint use agreements between DISTRICT and CITY.

## XI.

11.1 Any notice herein required or permitted to be given or served by CITY to DISTRICT shall be deemed given if and when mailed, postage prepaid, properly addressed to DISTRICT for delivery by certified or registered mail. Any notice herein required or permitted to be given by DISTRICT to CITY shall be deemed given if and when mailed to CITY, postage prepaid, properly addressed to CITY for delivery by certified mail.

11.2 Until changed, notice and communications to DISTRICT and CITY shall be sent to their respective addresses designated as follows:

Superintendent of Schools  
Los Fresnos Consolidated Independent School District  
600 N. Mesquite  
Los Fresnos, Texas 78566

City Manager  
City of Los Fresnos  
200 N. Brazil St.  
Los Fresnos, Texas 78566

11.3 Each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least fifteen (15) days written notice.

## XII.

12.1 This Agreement contains the complete expression of the agreement between the parties

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

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

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


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

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

### XIII.

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

**LOS FRESNOS CONSOLIDATED  
INDEPENDENT SCHOOL  
DISTRICT**

By:   
Date: 08/11/2014  
Name: GONZALO SALAZAR  
Title: Superintendent of Schools

**THE CITY OF LOS FRESNOS,  
TEXAS**

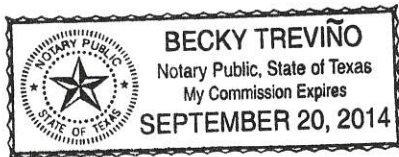
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: MARK MILUM  
Title: City Manager

**THE STATE OF TEXAS      §**

**ACKNOWLEDGMENT**

**COUNTY OF CAMERON      §**

This instrument was acknowledged before me on the 11th day of August, 2014, by Gonzalo Salazar, Superintendent of the Los Fresnos Consolidated Independent School District, for and on behalf of the Los Fresnos Consolidated School District.



  
Notary Public-State of Texas

**THE STATE OF TEXAS      §**

**ACKNOWLEDGMENT**

**COUNTY OF CAMERON      §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by Mark Milum, City Manager of the City of Los Fresnos, Texas, for and on behalf of the City of Los Fresnos, Texas.

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

Attachment: pool agreement between city and school (1118 : Interlocal Agreement)

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Ordinances  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1117)**

DOC ID: 1117 A

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**Consideration and ACTION on second and final reading of Ordinance 235-CC to rezone Lots 3-15 Block A, Lots 1-12 Block 10, Lots 1-18 Block 11, Lots 1-12 Block 30 and Lots 1-18 Block 31 from R-2 Two Family district to R-1A Single Family District.**

We had a public hearing at the last meeting with no one present to comment. It was approved on the first reading the same meeting. Below is the information I provided.

This area has been zoned as a 2 family district for a long while. This area has all single family homes. There is only one duplex in this area. The Planning & Zoning Commission approved this change at their meeting in July. There were 2 residents that showed up for the meeting but just wanted clarification in Spanish. They are in favor of the action. Another resident called me on the phone for clarification. Once I explained what we were proposing she was in favor. Multi-family and two-family zones are more suited in the north east area of town.

I recommend approval.



**ORDINANCE NO. 235-CC**

**AN ORDINANCE TO REZONE LOTS 3-15 BLOCK A, LOTS 1-12 BLOCK 10, LOTS 1-18 BLOCK 11, LOTS 1-12 BLOCK 30 AND LOTS 1-18 BLOCK 31 IN THE CITY OF LOS FRESNOS, TEXAS FROM R-2 TWO FAMILY DISTRICT TO R-1A SINGLE FAMILY DISTRICT; AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE NEW ZONING; AND PROVIDING AN EFFECTIVE DATE FOR THE IMPLEMENTATION OF THIS ORDINANCE.**

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

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

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

SECTION 1. In accordance with Ordinance 235, Section 3, sub-section 3.0 Official Zoning Map, the area set forth and described as Lots 3-15 Block, Lots 1-12 Block 10, Lots 1-18 Block 11, Lots 1-12 Block 30 and Lots 1-18 Block 31, from R-2 Two Family District to R-1A Single Family District and incorporated into the Official Zoning Map.

SECTION 2. The Official Zoning Map is amended to reflect the zoning as described and shown on attached Exhibit "A".

SECTION 3. This ordinance shall take effect immediately upon approval.

INTRODUCED and APPROVED on the first reading this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED and PASSED on the second and final reading this \_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

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

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

Attachment: ordinance on rezoning (1117 : Ordinance on rezoning)

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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Report  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1120)**

DOC ID: 1120 B

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## **Report from the Los Fresnos Volunteer Fire Department and Los Fresnos Ambulance Service.**

Gene Daniels is the Chief of the Los Fresnos Volunteer Fire Department and the Director of the Los Fresnos Ambulance Service. The City contracts with both organizations to provide services to the City. Both organizations are second to none. They provide first rate services to our citizens. He wants to give a report on the organizations as to what they do and the direction they are headed, primarily in regards to the possibility of building a new Emergency Services Building to the south of the property the City purchased for a new City Hall.



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

Meeting: 08/28/14 07:00 PM  
Department: City Secretary  
Category: Workshop  
Prepared By: Pam Denny  
Initiator: Pam Denny  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 1119)**

DOC ID: 1119 A

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**Budget Workshop for fiscal year 2014-2015 and set date for public hearing.**

We will continue our discussion on the proposed budget starting with the General Fund and going department by department. The copy of the budget was given to you at the last meeting. In your review prior to the meeting, if you have specific questions let me know to assure I will have the answer for you at the meeting.