

City Council

520 E Ocean Blvd.

Special Meeting

Los Fresnos, TX 78566

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

~ Agenda ~

Monday, September 20, 2021

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON MONDAY, SEPTEMBER 20, 2021 AT 6:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

A. CALL TO ORDER

Invocation and Pledge of Allegiance

B. VISITORS REMARKS-TO SPEAK YOU MUST SIGN IN WITH CITY SECRETARY PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 5 MINUTES TO SPEAK.

C. PUBLIC HEARING

1. Public Hearing to receive comments from the public on the proposed budget for fiscal year 2021-2022
2. Public Hearing to disseminate information concerning the Stormwater Program and receive input from the public.

D. ACTION ITEMS

1. Consideration and ACTION to approve the minutes from September 14, 2021.
2. Consideration and ACTION to approve a Service Agreement with The University of Texas Health Science Center.
3. Consideration and ACTION to approve the first reading of Ordinance 528 adopting the budgets for fiscal year 2021-2022.
4. Consideration and ACTION to approve the first reading of Ordinance 527 approving the 2021 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.
5. Consideration and ACTION to approve the first reading of Ordinance 530 an ordinance of the City of Los Fresnos, Cameron county, Texas amending Chapter 32, Parks, Library and other city facilities, Article II. Park Use Restrictions, Section 32-22 hours of operation, Section 32-23 parking at park and pool complex.

E. ADJOURNMENT

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on September 17, 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: 09/20/21 06:00 PM
Department: City Secretary
Category: Public Hearing
Prepared By: Jacqueline Moya

SCHEDULED

Initiator: Mark Milum

Sponsors:

ACTION ITEM (ID # 4109)

DOC ID: 4109 A

**Public Hearing to receive comments from the public on the
proposed budget for fiscal year 2021-2022**

This allows the public to make comments on the proposed budget.

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Public Hearing
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4117)

DOC ID: 4117

**Public Hearing to disseminate information concerning the
Stormwater Program and receive input from the public.**

This is to provide an opportunity for citizens to engage in our stormwater program. I will provide an update with things the City is doing.

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Minutes
Prepared By: Jacqueline Moya
Initiator: Bianca Huerta
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4118)

DOC ID: 4118 A

**Consideration and ACTION to approve the minutes from
September 14, 2021.**

I recommend approval.

City Council

520 E Ocean Blvd.

Los Fresnos, TX 78566

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

Regular Meeting

~ Minutes ~

Tuesday, September 14, 2021

6:00 PM

City Hall

Agenda

A. Call meeting to order

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

B. Invocation and Pledge of Allegiance

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

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

There were no comments from the public.

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

Mayor Flores asked the council if they had any question on the Consent Agenda.

Council member Polo Narvaez requested item 3 be pulled for further discussion.

Consideration and ACTION to approve the minutes from August 10, 17 & 24 2021.

Motion was made and seconded to approve minutes from August 10, 17, & 24, 2021.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alejandro Flores, Mayor
SECONDER:	Andres Lopez, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to approve a Proclamation designating October 3-9, 2021 as Fire Prevention Week and Firefighters Appreciation Week.

Motion was made and seconded to approve a Proclamation designating October 3-9, 2021 as Fire Prevention Week and Firefighters Appreciation Week.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Alejandro Flores, Mayor
SECONDER:	Andres Lopez, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and action to approve the CDC Board action on a camera system for birding and the butterfly area of the Nature Park.

Attachment: CC mins 9 14 2021 (4118 : Minutes)

Council member Polo Narvaez commented he did not feel it was appropriate for the city to use CDC funds for the park. Mr. Milum explained it was part of the quality of life and ecotourism for the city. He gave examples on how the CDC has funded projects for other parks in the city.

Enrique Juarez of the Los Fresnos Community Development Corporation was present and assisted Mr. Milum in answering questions for Mr. Narvaez on the action item.

Motion was made and seconded to approve the CDC Board action on a camera system for the birding and butterfly area of the Nature Park.

RESULT: ADOPTED [5 TO 1]
MOVER: Andres Lopez, Councilman
SECONDER: Ray Ortiz, Councilman
AYES: Flores, Lopez, Herrera, Ortiz, Munoz
NAYS: Polo Narvaez

Consideration and ACTION to approve Change Order No. 4 Wastewater Treatment Plant Headworks System Improvements.

Motion was made and seconded to approve Change Order No. 4 Wastewater Treatment Plant Headworks System Improvements.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to approve a Budget Amendment for the Senior Citizens Department.

Motion was made and seconded to approve a Budget Amendment for the Senior Citizens Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to approve the Community Development Corporation's action approving a Budget Amendment.

Motion was made and seconded to approve the Community Development Corporation's action approving a Budget Amendment.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to excuse the absence of Enrique Juarez from the July 12, 2021 CDC meeting.

Motion was made and seconded to excuse the absence of Enrique Juarez from the July 12, 2021 CDC meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to excuse the absence of Marco Huerta from the August 2, 2021 CDC meeting.

Motion was made and seconded to excuse the absence of Marco Huerta from the August 2, 2021 CDC meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Approval or rejection to approve the following Service Agreements: A. Los Fresnos Volunteer Fire Department B. Los Fresnos Ambulance Service C. Los Fresnos Chamber of Commerce D. Boys & Girls Club

Motion was made and seconded to approve the following Service Agreements:

- A. Los Fresnos Volunteer Fire Department
- B. Los Fresnos Ambulance Service
- C. Los Fresnos Chamber of Commerce
- D. Boys & Girls Club

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

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

Motion was made and seconded to approve the bids received for the following: A. Pest Control B. Official Newspaper C. Lot Mowing D. Vehicle Maintenance/Oil Change E. Vehicle Washing F. Cleaning Supplies G. Chemicals H. Vehicle Tire Maintenance

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alejandro Flores, Mayor
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Action Items

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

Valerie Arizmendi with the Cameron County Livestock Show was present. She gave the board details on the 2021 Livestock show. She explained they had COVID restrictions and followed recommended guidelines to keep everyone safe. She mention they would make COVID modifications to the 2022 show if needed. She thanked the Council for their support.

Motion was made and seconded to approve a service agreement with the Cameron County Fair & Livestock show in the amount of \$6,000.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Herrera, Councilman
SECONDER:	Polo Narvaez, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to approve a service agreement with the Los Fresnos Rodeo.

Member of the Rodeo Committee Larry Cantu and John Cardozo presented to the council their plans for the upcoming rodeo.

They answered question for the council in the event and how sponsorship are awarded to students.

Motion was made and seconded to approve a service agreement with the Los Fresnos Rodeo in the amount of \$13,500.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Polo Narvaez, Councilman
SECONDER:	Ray Ortiz, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Discussion of annexed areas and services provided.

Mr. Milum explained to the council the information was requested by Council member Andy Lopez. Mr. Milum listed the areas of annexation and possible city services provided. Council member Andy Lopez commented if the city annexed areas such as the Harvey Escalante Rd they residents had no choice and the city should pave the road because they were annexed into the city.

Mr. Milum explained the city could not service the road because it was private property and was owned by various owners. He explained the city engineers were researching the properties for clarification on who owed what. He gave examples of other streets that were annexed in the past.

No action was taken.

RESULT:	NO ACTION
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Consideration and ACTION to approve projects for funding with the Coronavirus Local Fiscal Recovery Funds.

Mr. Milum introduced Gene Daniels, Los Fresnos EMS Director. Mr. Daniels explained to the council the why there agency could not apply for the COVID funds like other agencies did and was requesting for the city to possibly assist in either debt payoff for their building or remount unit to replace and older ambulance. The council thanked Mr. Daniels for his presentation.

Mr. Milum explained to the council that the city was granted \$970,949.24 in Coronavirus Recovery Funds and the same amount would be available in 1 year for a total of \$1,941,898.48. Mr. Mium gave a list of potential projects and recommended projects for the funds both this year and the second year. He gave examples of how each project would benefit the city.

Mr. Milum answered questions for the council.

Motion was made and seconded to approve the year 1 recommended projects as presented by the City Manager for funding with the Coronavirus Local Fiscal Recovery Funds.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andres Lopez, Councilman
SECONDER:	James Herrera, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to increase dumpster garbage rates and update the fee schedule with approved fees.

Mr. Mium explained to the council the dumpster rate increases and answered questions from the council.

Motion was made and seconded to increase dumpster garbage rates and update the fee schedule with approved fees.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Herrera, Councilman
SECONDER:	Andres Lopez, Councilman
AYES:	Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION on a resolution 6-2021 to nominate a person for Position 9 on the Cameron Appraisal District Board of Directors.

Motion was made and seconded on resolution 6-2021 to nominate Ricardo Morado for Position 9 on the Cameron Appraisal District Board of Directors.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Andres Lopez, Councilman
SECONDER:	Polo Narvaez, Councilman
AYES:	Flores, Narvaez, Lopez, Ortiz, Munoz
NAYS:	James Herrera

Consideration and ACTION to re-appoint or appoint of members to the Los Fresnos Housing Authority.

Mr. Milum listed the members that were due for re-appointment. He explained that Mr. Abrego was no longer able to serve and needs to be replaced. The council suggested adding the agenda item to the next council meeting.

Motion was made and seconded to re-appoint David Garza and Linda Ramirez to the Los Fresnos Housing Authority.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to appoint or re-appoint members to the Planning & Zoning Commission.

Mr. Milum listed the members that were due for re-appointment and explained they were all willing to continue to serve.

Motion was made and seconded to re-appoint Henry Bebon, Larry Meade and Javier Rodriguez to the Planning & Zoning Commission

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Consideration and ACTION to re-appoint or appoint members to the Park Advisory Board.

Mr. Milum listed the members that were due for re-appointment and explained there was still a vacancy that had not been filled that expires on September 30, 2022.

Motion was made and seconded to re-appoint Adan Garza and Robert Garza to the Park and Advisory Board.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andres Lopez, Councilman
SECONDER: Polo Narvaez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Acknowledgement of City Manager's Report

City Manager Report A. Wastewater Update B. Water Update C. Hike & Bike Trails D. Henderson Road Project E. Drainage Update F. Whipple Road G. COVID-19 H. TxDot Highway 100 Project I. Pallet Company J. Stanford Road & FM 1575 Drainage & Sewer K. Boys & Girls Club Annual Report

Mayor Flores asked the council if they had any questions on the City Managers Report. Council member Juan Monuz asked Mr. Milum for an update on the Hike & Bike Trail, Council member Andres Lopez asked for an update on the Henderson Rd. project and Mayor Flores asked for and update on the TXDOT construction on HWY 100.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Andres Lopez, Councilman
SECONDER: Polo Narvaez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Acknowledgement of Department Head Reports

Mayor Flores asked if the council had any comments or questions on the department head reports. There were none.

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

Motion was made and seconded to approve the Financial Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

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

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Police Department 1. Arrests 2. Incidents 3. Accidents

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Municipal Court 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Library Report 1. Monthly Report

Motion was made and seconded to approve the Library Report.

Regular Meeting

Tuesday, September 14, 2021

6:00 PM

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

Fire Marshal's Report 1. Monthly Report

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

RESULT: ADOPTED [UNANIMOUS]
MOVER: Polo Narvaez, Councilman
SECONDER: Andres Lopez, Councilman
AYES: Flores, Narvaez, Lopez, Herrera, Ortiz, Munoz

H. Adjournment

The meeting was closed at 7:32 PM

 Presiding Officer of the Council

 Recorder

Attachment: CC mins 9 14 2021 (4118 : Minutes)

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4116)

DOC ID: 4116 A

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

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

I recommend approval.

Revised 8/17/2021

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1st day of October 2021, by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Los Fresnos ("Contractor").

RECITALS

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

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

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

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

Staff, Equipment, and Training

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

Participation in Program Meetings

- Contractor municipal leadership representatives will participate in a minimum of 2 semiannual meetings or seminars organized by University between October 1, 2021 and September 30, 2022.
- Contractor will ensure CHW participates in monthly meetings and seminars organized by University. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW is unable to attend a monthly meeting, a representative is required to attend in place of the CHW.

Revised 8/17/2021

- Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

Coalition

- Contractor will ensure participation in an established local community coalition; if one does not exist, the Contractor will create a local community coalition. The purpose of this coalition is to help give contractor insight into additional strategies for creating a healthy community by involving community members to provide feedback and concerns. Contractor and community actions or improvements related to items discussed during the meetings should be documented.
 - Contractor municipal leadership representative must attend or host a minimum of 4 coalition meetings by September 30, 2022. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
 - Contractor must submit agendas, sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after coalition meeting was held.
 - Contractor will work with the following partners in an effort to avoid the duplication of efforts: UTHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV School of Medicine Unimovil (mobile health clinic), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. Contractor will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

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

- Risk Factor Screening and Follow-up
 - Contractor will ensure that at least 265 individuals with risk factors for chronic disease are enrolled in the TSSC program between October 1, 2021 and September 30, 2022. Contractor will follow all TSSC components with enrolled participants and document participant changes as prescribed by University.
 - 25% of 265 may be reactivated from previous years and must have a minimum of 2 follow up visits in which TSSC content modules are delivered.
 - The University is setting up a referral process to support individuals who are at risk of or living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.
 - Contractor will work with University representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the TSSC program. A minimum of 45% of TSSC participants who receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2022.

Revised 8/17/2021

- Contractor will work with University representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the TSSC program. A minimum of 35% of TSSC participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2022.
- 75% of newly enrolled participants will be required to receive a minimum of 4 follow up visits in which TSSC educational modules are shared. In order to accomplish this all participants will need to be enrolled in the first two quarters of the contract year to allow adequate time for follow up.
- Mass Media
 - Contractor will ensure CHW utilizes the monthly TSSC newsletter provided by University as part of enrollment and follow-up visit procedures. The newsletters should be provided to enrolled participants and relevant sections should be discussed with participants (e.g. role model, recipe, tips, upcoming events).
 - Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).
 - Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis to be posted on various University-run platforms.
- Social Support
 - Contractor will secure a minimum of 3 venues for group exercise offerings starting October 1, 2021 and maintain group exercise offerings at 3 venues until September 30, 2022.
 - Contractor will ensure that a minimum of 12 free exercise classes per week are implemented by October 1, 2021. Contractor will maintain the availability of 12 classes per week until September 30, 2022. The free exercise classes must be those taught by or coordinated by the CHW. All exercise classes should include nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University.
 - Contractor will actively promote and participate in The Challenge 2022 activities including the initial weigh-in events (January), midpoint weigh-in events (March) and weigh-out events (April). Participation includes ensuring that the CHW attends at least one event or provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge 2022 is moved to a virtual event only participation will be expected virtually.
- Education
 - Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.
 - Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum or Prevent T2.

Revised 8/17/2021

- Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
- Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2022.
 - Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, the total value of the contract will be less the specified amount of DPP classes.
- The certified DPP coach is required to shadow at least 3 DPP class sessions prior to launching their own or assisting with a DPP program.
- Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
- Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
- The contractor must agree and the CHW must participate in observations of the delivery of course content for monitoring purposes.
- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Infrastructure Change
 - Contractor will participate in CaraCara Trails meetings coordinated by University and/or partners, typically the Rails-to-Trails Conservancy.

Tracking Participant Data and Program Information

- Contractor will work with University to ensure the CHW is trained to use the My Own Med database system.
- Contractor will ensure that the CHW enters all required data into the My Own Med data system on a weekly basis, including:
 - Information about participants enrolled in the TSSC program.
 - Information about participant's insurance status and financial income.
 - Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).
- Contractor will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 265 new participants.
 - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.

Other information may be required in order to track implementation and improvement of the

Revised 8/17/2021

project. The contractor will receive written notice of any new and additional information required for data entry.

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

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

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

2. Duration of Agreement: This Agreement shall be effective 10/1/2021 and shall terminate on 09/30/2022.
3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger.

All invoices are paid 'Net 30 Days' from receipt of invoice.

Contractor must demonstrate fulfillment of these services to receive payment. If contractor does not invoice for a minimum of \$30,000 by April 15, 2022, University may choose to terminate this Agreement.

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

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.
5. Assignment: This Agreement is entered into in reliance upon and in consideration of the

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singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.

7. Ownership and Use of Work Material.

- 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense.

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These rights are assignable by University.

8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

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

To University:

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

To Contractor:

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

10. Indemnification: Not Applicable.

11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

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

12. Compliance: Contractor certifies:

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

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

13. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.
14. Dispute Resolution: To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - (A) Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.
 - (B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.
 - (C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

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- (1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.
15. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
16. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
17. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
18. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement

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regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

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

Revised 8/17/2021

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

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- (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.
- (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
- (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.
28. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.
29. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

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

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

CITY OF LOS FRESNOS

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTONBy: _____
SignatureBy: _____
Signature (Authorized Purchasing
Agent)_____
Typed Name_____
Typed Name_____
Title_____
Title

Date

Date

Revised 8/17/2021

PO Number

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ORDINANCE (ID # 4110)

DOC ID: 4110 A

**Consideration and ACTION to approve the first reading of
Ordinance 528 adopting the budgets for fiscal year 2021-
2022.**

There were no changes made since our last meeting. The budget amounts reflect your decisions during the several budget meetings that were held.

I recommend approval.

ORDINANCE NO. 528

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LOS
FRESNOS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2021 THROUGH
SEPTEMBER 30, 2022; PROVIDING FOR THE PUBLICATION AND
ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.**

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

Mayor Alejandro Flores	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Mayor Pro-tem Andres Lopez	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Polo Narvaez	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember James Herrera	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Ramon Ortiz	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Juan Munoz	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained

WHEREAS, the City Manager of the City of Los Fresnos has prepared and presented to the City Council a budget for the fiscal year October 1, 2021 through September 30, 2022; and

WHEREAS, workshops on said budget were called for on August 10, 2021, August 17, 2021, and a public hearing was held on September 20, 2021 at 6:00 p.m. by publication in a newspaper of general circulation at least ten days and not more than thirty days before the public hearings to be held at the City Hall in the City of Los Fresnos, Texas, where and when any and all interested persons might appear and be heard with reference to any item contained in said budget; and

WHEREAS, said public hearing was held on September 20, 2021 at the time and place aforesaid, and the said budget was discussed, and all interested persons were given an opportunity to be heard on any matter relative thereto, and all interested persons having appeared and been heard, and there be not other persons seeking to be heard with reference to any matter concerning said budget, the said public hearings were closed.

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

SECTION 1. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2021 through September 30, 2022 will increase from last year's total property tax budget by \$ 187,159.28 or 8.6%.

SECTION 2. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2021 through September 30, 2022 is hereby adopted by this Ordinance. A summary of the budget adopted is hereby attached and incorporated herein as Exhibit A and the complete detail budget adopted by this Ordinance is incorporated hereby reference and shall be made available for public inspection at the Office of the City Secretary during regular business hours.

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

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

INTRODUCED and APPROVED on the first reading this 20th day of September, 2021.

APPROVED and PASSED on the second reading this 21st day of September, 2021 at a meeting of the City Council of the City of Los Fresnos, Texas, at which a quorum was present and which was held in accordance with the laws of the State of Texas.

CITY OF LOS FRESNOS

Alejandro Flores, Mayor

ATTEST:

Jacqueline Moya, City Secretary

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ORDINANCE (ID # 4111)

DOC ID: 4111 A

Consideration and ACTION to approve the first reading of Ordinance 527 approving the 2021 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.

This sets the tax rate at a total of \$0.715 per \$100 valuation for the 15th consecutive year. The operations tax rate is \$0.5220 per \$100 valuation and the debt tax rate is \$0.1930 per \$100 valuation.

I recommend approval.

ORDINANCE NO. 527

**AN ORDINANCE APPROVING THE TAX ROLL FOR 2021 AND LEVYING
MUNICIPAL AD VALOREM TAXES FOR THE USE, BENEFIT AND SUPPORT
OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LOS FRESNOS,
TEXAS; AND DIRECTING THE ASSESSMENT AND COLLECTION
THEREOF.**

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

Mayor Alejandro Flores	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Mayor Pro-tem Andres Lopez	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Polo Narvaez	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember James Herrera	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Ramon Ortiz	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained
Councilmember Juan Munoz	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstained

WHEREAS, the City Council finds that the tax for the year 2021 herein after levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year.

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

SECTION 1. The Tax Appraisal Roll of the City of Los Fresnos for 2021, as heretofore approved and certified by the Cameron Appraisal District, is hereby approved, together with those supplemental rolls, which the Cameron Appraisal District deems necessary to complete the 2021 Certified Roll.

SECTION 2. For the current expenses of the City of Los Fresnos and for the general improvements of the City and its property, also known as maintenance and operations expenses, there is hereby levied and ordered to be assessed and collected for the year 2021, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos, and not exempt from taxation by valid laws, and ad valorem tax at the rate of \$0.5220 on the one hundred (\$100.00) dollars valuation of such property.

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

Attachment: ORDINANCE 527 ON ADOPTING TAX RATE 2021 (4111 : Tax Rate Ordinance 527)

SECTION 3. For the purpose of paying interest and providing a sinking fund for the payment of each issue of certificates of obligation issued for various municipal purposes heretofore issued by the City of Los Fresnos, including the various installments of principal falling due during the ensuing year on certificates of obligation issued for such purposes, there is hereby levied and ordered to be assessed and collected for the year 2021 and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.1930 on the one hundred (\$100.00) dollars valuation of such property.

SECTION 4. For the purpose of collecting ad valorem taxes levied and ordered to be assessed and collected for the year 2021, and for each year thereafter until it be otherwise provided and ordained, payment shall become due on the first day of October of the year for which the levy is made and may be paid up to and including the following January 31st, without penalty, and discounts shall be allowed on said taxes if paid as follows, to wit:

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

If not paid before February 1, 2022 said taxes shall become delinquent and the following penalty shall be payable thereon, to wit:

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

From February 1, 2022 delinquent tax accrues interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Attorney fees may accrue as provided by law.

SECTION 5. The unpaid taxes on all years prior to 2021 shall continue to be delinquent as of February 1st of the year next succeeding the year for which such taxes were levied and assessed and shall be subject to penalty and interest as governed by Section 33.01, Texas Property Tax Laws, Annotated 1982.

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

INTRODUCED and APPROVED on the first reading this 20th day of September, 2021.

APPROVED and PASSED on the second reading this the 21st day of September, 2021.

CITY OF LOS FRESNOS

Alejandro Flores, Mayor

ATTEST:

Jacqueline Moya, City Secretary

Attachment: ORDINANCE 527 ON ADOPTING TAX RATE 2021 (4111 : Tax Rate Ordinance 527)

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

Meeting: 09/20/21 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

SCHEDULED

ACTION ITEM (ID # 4114)

DOC ID: 4114 A

Consideration and ACTION to approve the first reading of Ordinance 530 an ordinance of the City of Los Fresnos, Cameron county, Texas amending Chapter 32, Parks, Library and other city facilities, Article II. Park Use Restrictions, Section 32-22 hours of operation, Section 32-23 parking at park and pool complex.

Parking occurs frequently in our parks with folks using them as parking areas for all day and some overnight. Additionally, students from the High School try to use the parks as well so they don't have to purchase a parking permit, sometime due to having no insurance or license, or want to be able to get out ahead of the traffic jam that occurs daily in the student parking lot. We don't have enough room for that and the school doesn't want them to do this either. Upon reviewing the ordinance, it only indicated Memorial Park. We have added language to include all parks. Additionally the park hours for events was 8:00 am to 10:00 pm Sunday through Thursday and 8:00 am to 11:00 pm Friday and Saturday. Many individuals get confused on the times and with our society moving more and more to varied schedules, we feel it would be easier to monitor and enforce if the times were 8:00 am to 11:00 pm Daily. The does not affect those that are walking or running on the trails. We have folks that regularly walk or run at all hours of the day and night. They can continue to do that as the hours only affects events or groups of people hanging out...usually looking for trouble.

I recommend approval.

ORDINANCE NO. 530

**AN ORDINANCE OF THE CITY OF LOS FRESNOS, CAMERON COUNTY, TEXAS
AMENDING CHAPTER 32, PARKS, LIBRARY AND OTHER CITY FACILITIES, ARTICLE
II. PARK USE RESTRICTIONS, SECTION 32-22 HOURS OF OPERATION, SECTION 32-23
PARKING AT PARK AND POOL COMPLEX AND REPEALING ALL ORDINANCES AND
PARTS OF ORDINANCES IN CONFLICT THEREWITH.**

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

Mayor 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

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

SECTION 1. That Chapter 32 of the Code of Ordinance, City of Los Fresnos, Texas is hereby amended to read as follow:

SEC. 32-22. HOURS OF OPERATION

City parks shall be open to the public for organized activities and functions from **8:00 a.m. -11:00 p.m. daily** ~~8:00 a.m. to 10:00 p.m. on Sunday through Thursday and from 8:00 a.m. to 11:00 p.m. on Friday and Saturday.~~ This section does not restrict the time of jogging, running, walking, use of exercise wellness stations, swim team practice, or conduct of special events authorized by the city.

SEC. 32-23. PARKING AT PARK AND POOL COMPLEX

Vehicular traffic and parking in **City Parks**, ~~the Los Fresnos Memorial Park and swimming pool complex~~ is restricted to those persons who are actually using the park or ~~swimming pool~~ facilities. Violation of this section is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

SECTION 2. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

SECTION 3. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as required by City Charter.

INTRODUCED AND APPROVED on the first reading this ____ day of _____, 2021.

APPROVED AND PASSED on the second reading this ____ day of _____, 2021.

Mayor, Alejandro Flores

ATTEST:

City Secretary, Jacqueline Moya