Special Meeting

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

~ Agenda ~

Tuesday, October 23, 2018

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, OCTOBER 23, 2018 AT 6:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.

1. CALL TO ORDER

- 1. Invocation and Pledge of Allegiance
- 2. Visitors Remarks-To speak you must sign in with City Secretary prior to the meeting and you have a limit of 3 minutes to speak.

2. ACTION ITEMS

- 1. Consideration and ACTION to approve Life Insurance Policy update.
- 2. Consideration and ACTION to approve and extend the Bank Depository Services Agreement with First Community Bank for the City of Los Fresnos.
- 3. Consideration and ACTION to approve a Collection Agency for bad debt accounts.
- 4. Consideration and ACTION to approve an amendment to the Professional Service Agreement with BRW Architects for windstorm certification and inspection services.
- 5. Consideration and ACTION to approve new Garbage Rates.
- 6. Consideration and ACTION granting authorization to apply for a grant for first time water services on South Nogal.
- 7. Consideration and ACTION to approve the first reading of Ordinance 497 establishing fees and regulations for a Dockless Vehicle permit program.
- 8. Consideration and ACTION to approve a contract with Terrocan for material testing for the City Hall and other testing throughout the City as needed.
- 9. Consideration and ACTION to approve applying for funding for Water & Sewer Improvements.

3. ADJOURNMENT

This is to certify that I, <u>Jacqueline Moya</u>, posted this agenda on the front bulletin board of the City Hall on <u>October 19, 2018</u> on or before <u>5:30</u> p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

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

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 2790 A

ACTION ITEM (ID # 2790)

Consideration and ACTION to approve Life Insurance Policy update.

The life insurance rates from Principal that were approved at the last meeting were based on Principal being awarded the Dental and the Vision insurance too as a bundled product. However, Guardian was cheaper and we chose them for Dental and Vision. This increase the Principal Life Insurance from \$0.208 to \$0.219. That increases the cost from \$4.16 to \$4.38 per employee per month. This is an increase in \$132 per year.

I recommend approval.

Updated: 10/18/2018 6:39 PM by Mark Milum A

Attachment: LIFE INS (2790 : Life Insurance Policy Update)

LIFE INSURANCE

BENEFIT	Principal	Principal	Principal	Guardian	Metlife	United HealthCare	Humana	United HealthCare	Unum	National Genera
	Greer & Assoc	Greer & Assoc Greer & Assoc Greer & Assoc Greer & Assoc	Greer & Assoc	Greer & Assoc	Greer & Assoc	Greer & Assoc	Greer & Assoc	Felix Araiza Jr.	Unum	PTT Financial
	Current	Renewal	Unbundled	Option	Option	Option	Option	Option	Option	Option
\$20,000 Life Insurance										
Life (per \$1,000)	\$0.177	\$0.177	\$0.186	\$0.228	\$0.223	\$0.230	\$0.210		\$0.224	\$0.240
AD&D (per \$1,000)	\$0.031	\$0.031	\$0.033	\$0.017	\$0.034	\$0.020	\$0.030		\$0.030	\$0.030
TOTAL	\$0.208	\$0.208	\$0.219	\$0.245	\$0.257	\$0.250	\$0.240	\$0.270	\$0.254	\$0.270
						Proposal is for	Proposal is for	Proposal is for		
						\$25,000 (minimum)	\$30,000	\$25,000		
						THE RESIDENCE OF THE PROPERTY		CHARLES AND THE PERSON NAMED OF THE PERSON NAM		

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 2791 A

ACTION ITEM (ID # 2791)

Consideration and ACTION to approve and extend the Bank Depository Services Agreement with First Community Bank for the City of Los Fresnos.

Our bank depository services agreement is up for renewal. We have an option of extending the current agreement for 2 years. We feel that would be the best option. First Community Bank is the bank we use currently and have for quite a few years. The only other bank in the City is Wells Fargo and they have not send proposals for the last 2 times we have requested proposals. We did get a proposal from Texas Regional Bank but did not go with them since their closest branch is in Brownsville. Additionally First Community Bank is paying a higher interest rate than Texas Regional Bank offered.

I recommend approval of the Bank Depository Services with First Community Bank for 2 additional years.

Updated: 10/18/2018 4:33 PM by Mark Milum A

BANK DEPOSITORY SERVICES AGREEMENT

This BANK DEPOSITORY SERVICES AGREEMENT, hereinafter called the "Agreement", is made and entered into on the date last herein written by and between City OF LOS FRESNOS, a political subdivision of the State of Texas, hereinafter called the "City" and FIRST COMMUNITY BANK, a national banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

- 1. <u>Designation of Depository</u>. City, through action of the City Board, its governing body, hereby designates Bank as a primary depository bank for the period beginning November 15, 2016, and continuing through September 30, 2018, with an option to extend contract for a two year period.
- 2. General. All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.
- 3. <u>Scope of Services</u>. Bank agrees to provide those services as described in the Bank's Response to City's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank subject to the approval of City.
- 4. <u>City Representatives</u>. During the term of this Agreement, the City will, through appropriate action of its City Board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.
- 5. Entire Agreement. The entire agreement between Bank and City shall consist of this Agreement, City's Bank Services RFP, Bank's Response to City's Bank Services RFP, and Safekeeping Custodian Agreement (each incorporated by reference) listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

6. Deposits.

- a. Time Deposits. The City may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the posted rates. Any time deposits that mature beyond the expiration of this Agreement will be at the interest rates negotiated at the time of purchase.
- 7. <u>Custodian</u>. City and Bank, by execution of this Agreement, hereby designate Frost Bank, hereinafter called the "Custodian Bank", to hold in trust, according to the terms and conditions of this Agreement and the Safekeeping Custodian Agreement, the collateral described and pledged by the Bank in accordance with the provisions of this Agreement.
- 8. <u>Custodian Fees.</u> Any and all fees associated with the Custodian Bank's holding of collateral for the benefit of City will be paid by Bank and the City will have no liability therefore.

9. <u>Collateralization</u>. All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Response to the City's Bank Depository Request for Proposal as accepted by the City.

If marketable securities are pledged, the total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred percent (102%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any collateral as of any date and priced on such date will be obtained from a non-affiliated information source acceptable to the City. The Bank will work with the City to establish an appropriate cushion to cover normal deposit fluctuations and City will notify Bank of significant changes in its balances.

Bank has heretofore, or will immediately hereafter, deliver to Custodian Bank collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian Bank in trust so long as the depository relationship between City and Bank shall exist hereunder, and thereafter so long as deposits made by City and Bank hereunder shall have not been properly paid out by Bank to City or on its order. Bank hereby grants a security interest in such collateral to City. The Custodian Bank will accept said collateral and hold the same in trust for the purposes herein stated.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount securing such deposits will be in an amount at least equal to 102% of the amount of such deposits including the amount of any accrued interest thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after the City anticipates withdrawing the secured deposit.

10. Default. Should Bank fail at any time pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its Agreement with City, City shall give written notice of such failure or breach to the Bank, and the Bank shall have three (3) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach with three (3) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian Bank, upon demand of City (supported by proper evidence of any of the above listed circumstances), to surrender the above described collateral to City. City may sell any part of such collateral and out of the proceeds thereof, pay City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

- 11. Sale of Collateral. Any sale of such collateral, or any part thereof, made by City hereunder may be either at public or private sale, provided, however, it shall give both the Custodian Bank and Bank two (2) hours notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. City and Bank shall have the right to bid at such sale.
- said collateral securities so deposited with the Custodian Bank, with the advance written approval of City, it may substitute for any one or more of such securities other securities of the same market value and character of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and meet the requirements of the law. If at any time, the aggregate market value of such collateral so deposited with the Custodian Bank is less than one hundred one percent (102%) of the City's funds on deposit with the Bank, Bank immediately shall deposit with the Custodian Bank such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by the Custodian Bank for the collateral required hereunder, and the Custodian Bank may dispose of such income as directed by Bank without approval of City.
- 13. Trust Receipts. Bank shall promptly forward to City copies of safekeeping or trust receipts covering all such collateral held for Bank, including substitute collateral as provided for herein.
- 14. Withdrawal of Collateral. If at any time the collateral in the hands of the Custodian Bank shall have a market value in excess of one hundred two percent (102%) of the balances due City by Bank, City shall authorize the withdrawal of a specific amount of collateral. The Custodian Bank shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and the Custodian Bank shall have no further liability for collateral so redelivered to Bank.
- 15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.
- 16. Release of Collateral. When the relationship of City and Bank shall have ceased to exist between City and Bank, and when Bank shall have properly paid out all deposits of City, it shall be the duty of City to give the Custodian Bank notice to that effect; whereupon the Custodian Bank shall, with the approval of City, redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefore. An order in writing to the Custodian Bank by City and a receipt for such collateral by Bank shall be a full and final release of the Custodian Bank of all duties and obligations undertaken by it by virtue of these presents.
- 17. Compensation. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Bank's Response to City's Bank Services RFP as accepted by City. Except as may otherwise be provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the contract.
- 18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Cameron County will be the venue for any lawsuit arising out of this Agreement.
- 19. <u>Notices</u>. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Carlos Muniz, Senior Vice President & CFO First Community Bank P O Box 2030 San Benito, TX 78586

City: Mark W. Milum City of Los Fresnos 200 N. Brazil St. Los Fresnos, TX 785866

Changes to notice information may be made by either party with written notification to the other party.

- 20. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.
- 21. Binding Commitment. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.
- 22. Continuation. Bank's designation as the primary City Depository will remain continuously in effect until September 30, 2018.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF LOS FRESNOS

City Manager

Magar 10-19-16

FIRST COMMUNITY BANK

C. Michael Scott

President & CEO

Vice President/Banking Center Manager

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

ACTION ITEM (ID # 2795)

DOC ID: 2795 A

Consideration and ACTION to approve a Collection Agency for bad debt accounts.

Collections for outstanding water, wastewater and garbage services are currently done through our staff with sending bills, letters or making calls. The deposit that is required when service is set up will most of the time cover any outstanding balance but that is not always the case. If you will recall we don't have a real bad problem with this but the more we collect the better. In some of the new annexed areas we only serve garbage and that is more difficult to collect. We feel that it is in out best interest to have a firm that can assist us in collection after we have determined we can no longer collect it. KLF Management does this and knows the laws that need to be followed and can do the job. We do have to give them a percentage if they collect but we would not have those funds anyway so it is a win win for all.

I recommend approval of entering into an agreement with KLF Management to collect bad dept accounts.

Updated: 10/18/2018 5:13 PM by Mark Milum A



3400 N. McColl Rd. Ste. F-22 McAllen, Texas 78501 Telephone: 956-331-2454

Facsimile: 956-331-2208

KLF Management herein referred to as "AGENCY" and City Of Los Fresnos, herein referred to as "CLIENT" AGREES that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement between the said parties:

- 1. Collection activities will be in compliance with Federal, State, and Local Laws and regulations, and be courteous and business like consistent with the image and reputation of the CLIENT.
- 2 All collections made by AGENCY on clients' accounts will be remitted to CLIENT less AGENCY collection fee, by the 15th day of the month following the month of collections. Such statements will be descriptive i.e. (Debtors name, amount collected, amount due CLIENT, amount due AGENCY, balance of account).
- 3.CLIENT agrees to provide AGENCY with information on all direct payments, adjustments, and disputes within a timely manner, not to exceed 30 days. If this information is not provided to the Agency per FCRA there may be a fine for any information not provided to the Agency. The Client will be responsible for any and all fines for information not provided to the Agency.

4.Collection Fees:

- The collection fee on payments made to AGENCY and direct to CLIENT on accounts placed with AGENCY will be 25% on 1st placements, accounts between 0-365days old and 30% on 2nd placements, accounts over 365 days old, and judgments.
- If Agency is not able to collect 100% of Balance the Client authorizes Agency to settle for a percentage that is only authorized by City Manager or appointed Staff member for the account balance if this is the only way to collect the account in a timely manner.
- AGENCY will not initiate any form of legal action without prior written authority from CLIENT. All legal action accounts will be charged at the rate of 45%.

5.CLIENT will be responsible for all filing fees and court costs with reference to accounts placed for collections by CLIENT. The AGENCY will not be obligated to file suit on any account referred by CLIENT. Filing fees and court costs can remain a separate billing or can be retained out of CLIENT remit.

6.Accounts placed in error by CLIENT with AGENCY for collection may be withdrawn by CLIENT by written or verbal request. Upon receipt of such request AGENCY will cancel and return said account along with all media pertaining to said account that CLIENT may have provided. AGENCY will retain the right to commissions on paying, settlements, and insurance accounts, unless other arrangements are made with management. This article is not a provision for canceling this contract.

7.

The CLIENT authorizes the AGENCY after 90 days of placement of collection accounts to report the unpaid accounts with a credit-reporting agency. (i.e. Trans Union and Experian)



3400 N. McColl Rd. Ste. F-22 McAllen, Texas 78501 Telephone: 956-331-2454 Facsimile: 956-331-2208

8.As further consideration for the receipt and handling and collection of accounts by AGENCY, and for the services rendered to CLIENT by AGENCY, the parties agree that each party will assume its own proper responsibility in connection with any claims made by a third party against CLIENT and/or AGENCY. AGENCY being an independent contractor and licensed and bonded is solely responsible for the employment, acts and omissions, control and direction of its employees. If the acts of the employees of AGENCY are the proximate cause of any action brought against CLIENT, AGENCY will assume full responsibility for the defense of said action and payment of any resulting judgment. If the acts of CLIENT or employees etc. are the proximate cause of any action brought against AGENCY by third party, then CLIENT will assume full responsibility for the defense of said action and payment of any judgment.

9. The Terms and Conditions of this agreement shall remain in effect for twelve (12) month period.

10. This agreement will be effective as of date shown and continue in effect until terminated as herein provided. Either party may terminate this agreement by giving the other party thirty (30) days notice by certified mail; however, CLIENT may terminate this agreement immediately in the event AGENCY violates any of the terms or provisions of this agreement. Termination or cancellation of this agreement by either party will not affect the collection enforcement or validity of any accrued obligations owing between parties. Agency will retain commissions on paying accounts, settlements accounts, insurance accounts as well as the right to recover any court costs advanced on said accounts.

The provisions of this agreement will override any and all contrary or conflicting provisions contained in the past or present agreements.

Their duly authorized and empowered representatives enter into this agreement by and between AGENCY and CLIENT on this day.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

KLF Management	City of Los Fresnos
Ву:	Ву:
Print:	Print:
Date:	Date:

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 2796 A

ACTION ITEM (ID # 2796)

Consideration and ACTION to approve an amendment to the Professional Service Agreement with BRW Architects for windstorm certification and inspection services.

We are required to get regular inspections and ultimately get the new city hall windstorm certified so we need to hire someone qualified to do that. Gessner Engineering, the firm that was the structural engineer for the building, can provide that service for \$9,700. Since they are the ones that designed the building it would be much better.

I recommend approval of the amendment to the Professional Service Agreement with BRW Architects in the amount of \$9,700 for windstorm certification and inspection services which will be done be Gessner Engineering.

Updated: 10/18/2018 4:59 PM by Mark Milum A

2700 EARL RUDDER FWY SOUTH
SUITE 4000
COLLEGE STATION, TEXAS 77845
979-694-1791
WWW.BRWARCH.COM

TRANSMITTAL

DATE:

October 16, 2018

TO:

Mark Milam, City Manager

City of Los Fresnos

ADDRESS:

200 North Brazil Street

Los Fresnos, TX 78566

956-233-5768

FROM:

Rechelle Parker

Associate

RE:

Contract - G802 Amendment to the Professional Services

Agreement

SENT VIA:

FED EX

CC:

File

QUANTITY

DESCRIPTION

2 AlA Documents G802 Amendment to the Professional Services Agreement

MESSAGE:

Please find enclosed 2 original Agreements for signature. Please sign and return the BRW copy to: PLEASE NOTE NEW ADDRESS:

Rechelle Parker
BRW Architects
Century Square – Building B
175 Century Square Drive
Suite 350
College Station, TX 77840
979-694-1791

Please do not hesitate to contact us if you have any questions.

Thank you.

AIA° Document G802 $^{\circ}$ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address) Los Fresnos Municipal Complex located on the south side of Highway 100 on eastern edge of Los Fresnos BRW Project No.: 217072.00

AGREEMENT INFORMATION:

Date: May 2, 2017

AMENDMENT INFORMATION:

Amendment Number: 1 Date: October 11, 2018

OWNER: (name and address)

City of Los Fresnos

200 North Brazil Street Los Fresnos, TX 78566 ARCHITECT: (name and address) Brown Reynolds Watford Architects,

2700 Earl Rudder Freeway South, Suite 4000

College Station, TX 77845

The Owner and Architect amend the Agreement as follows: TDI Certification / Inspection

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment: Original Contract dated May 2, 2017 Amendment 1 - TDI Certification / Inspection TOTAL REVISED COMPENSATION

\$265,000.00 \$ 9,700.00 \$274,700.00

Schedule Adjustment: Not Applicable.

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Brown Reynolds Watford Architects,

City of Los Fresnos

OWNER (Firm name)

Ray Holliday, AIA, Principal

PRINTED NAME AND TITLE

DATE

SIGNATURE

Mark Milam, City Manager

PRINTED NAME AND TITLE

DATE



Amendment to the Professional Services Agreement

PROJECT: (name and address) Los Fresnos Municipal Complex located on the south side of Highway 100 on eastern edge of Los Fresnos BRW Project No.: 217072.00

AGREEMENT INFORMATION:

Date: May 2, 2017

AMENDMENT INFORMATION:

Amendment Number: 1 Date: October 11, 2018

OWNER: (name and address)

City of Los Fresnos

200 North Brazil Street Los Fresnos, TX 78566 ARCHITECT: (name and address) Brown Reynolds Watford Architects,

2700 Earl Rudder Freeway South, Suite

4000

College Station, TX 77845

The Owner and Architect amend the Agreement as follows: TDI Certification / Inspection

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment: Original Contract dated May 2, 2017 Amendment 1 - TDI Certification / Inspection TOTAL REVISED COMPENSATION

\$265,000.00 \$ 9,700.00 \$274,700.00

Schedule Adjustment: Not Applicable.

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Brown Reynolds Watford Architects,

Ray Holliday, AIA, Principal PRINTED NAME AND TITLE

DATE

City of Los Fresnos

OWNER (Firm name)

SIGNATURE

Mark Milam, City Manager

PRINTED NAME AND TITLE

DATE

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 2794 A

ACTION ITEM (ID # 2794)

Consideration and ACTION to approve new Garbage Rates.

Republic Services increases prices to us for garbage service annually depending on the consumer price index and indicators of increases in costs through the year. If you recall we capped this at 4% which is advantageous to us at times. This year the increase was 3.14%. The attached sheet shows that we will still be able to reach our target budget on residential. However we will need to raise rates before long. I did figure raising \$1 on the carts and \$0.50 for the second cart. That would bring in an \$24,000 but not necessary now. The commercial rates do need to be raised. I calculated the rates just passing the cost increase on to the business. The city will not make any more than before.

I recommend approval.

Updated: 10/18/2018 6:33 PM by Mark Milum A

Attachment: GARBAGE RATES (2794: Garbage Rates)

GARBAGE RATES 10/1/2018

			10/1/2018			
	Current Cost to City	Current Charge to Customer	Profit	New Charge to City	Proposed Charge to Customer	Profit
Residential Cart Service	17.41	20.00	2.59	17.96	20.00	2.04
Residential Extra Cart	6.53	14.00	7.47	6.74	14.00	7.26
Commercial Cart Service	17.35	20.00	2.65	17.96	20.00	2.04
Commercial Extra Cart	6.53	14.00	7.47	6.74	14.00	7.26
Cart Replacement	75.00	75.00	-	75.00		
Casters	7.00	7.00		7.00	7.00	
Lock Mechanism	5.00	5.00	1	5.00	5.00	r
2 Yard - 1 Time	72.51	92.51	20.00	74.79	94.79	20.00
2 Yard - 2 Times	130.75	150.75	20.00	134.86	154.86	20.00
2 Yard - 3 Times	190.18	210.18	20.00	196.15		20.00
2 Yard - 4 Times	242.47	262.47	20.00	250.09	270.09	20.00
2 Yard - 5 Times	297.16	317.16	20.00	306.49	326.49	20.00
2 Yard - 6 Times	356.58	376.58	20.00	367.78	387.78	20.00
2 Yard - Additional	45.00	65.00	20.00	45.00	65.00	20.00
3 Yard - 1 Time	85.58	105.58	20.00	88.27	108.27	20.00
3 Yard - 2 Times	159.28	179.28	20.00	164.28	184.28	20.00
3 Yard - 3 Times	227.02	247.02	20.00	234.15	254.15	20.00
3 Yard - 4 Times	294.78	314.78	20.00	304.04	324.04	20.00
3 Yard - 5 Times	361.34	381.34	20.00	372.69	392.69	20.00
3 Yard - 6 Times	429.08	449.08	20.00	442.56	462.56	20.00
3 Yard - Additional	55.00	75.00	20.00	55.00		20.00
4 Yard - 1 Time	99.86	118.66	20.00	101.76	121.76	20.00
4 Yard - 2 Times	173.54	193.54	20.00	178.99	198.99	20.00
4 Yard - 3 Times	260.31	280.31	20.00	268.49	288.49	20.00
4 Yard - 4 Times	347.07	367.07	20.00	357.97	377.97	20.00
4 Yard - 5 Times	421.96	441.96	20.00	435.21	455.21	20.00
4 Yard - 6 Times	496.84	516.84	20.00	512.44	532.44	20.00
4 Yard - Additional	65.00	85.00	20.00	65.00	85.00	20.00
6 Yard - 1 Time	147.39	167.39	20.00	152.02	172.02	20.00
6 Yard - 2 Times	259.12	279.12	20.00	267.26	287.26	20.00
6 Yard - 3 Times	370.85	390.85	20.00	382.50		20.00
6 Yard - 4 Times	482.57	502.57	20.00	497.73	517.73	20.00
6 Yard - 5 Times	594.30	614.30	20.00	612.96	632.96	20.00
6 Tard - 6 Times	706.03	726.03	20.00	728.20	748.20	20.00
6 Yard - Additional	75.00	95.00	20.00	75.00	00.36	20.00
8 Yard - 1 Time	161.66	181.66	20.00	166.74	186.74	20.00
8 Yard - 2 Times	287.64	307.64	20.00	296.68	316.68	20.00
8 Yard - 3 Times	413.63	433.63	20.00	426.62	446.62	20.00
8 Yard - 4 Times	539.63	559.63	20.00	556.58		20.00
8 Yard - 5 Times	665.61	685.61	20.00	686.51		20.00
8 Yard - 6 Times	791.60	811.60	20.00	816.46	836.46	20.00
8 Yard - Additional	80.00	100.00	20.00	80.00	100.00	20.00
30 Yard				Haul Rate \$232.01	Tonnage Rate \$ 34.76	Rental Rate \$5.95
	Res Budget \$60,000	Res - No Increase \$68,319	Res - Increase \$92,889	Com Budget \$35,000	Com - No Increase \$18,992	Com - Increase \$32,840

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Grant
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 2792 A

ACTION ITEM (ID # 2792)

Consideration and ACTION granting authorization to apply for a grant for first time water services on South Nogal.

The County approached us about citizens living outside of the city limits of Los Fresnos on South Nogal Street, south of the sewer plant that do not have running water. Some of the citizens approached the County to utilize their CDBG grant funds in the amount of \$275,000 for extending first time water service to this area. If you will recall we attempted to do this a few years ago but could not acquire easements from the property owners to place the water line in the easement. The County suggests to place it in the road right of way since the road will most likely never be more than a 2 lane road since it is bordered by drainage ditches and he railroad. Hanson had done cost estimates back then so they updated the figures. The cost is \$342,029 without the contingency which seldom is used in a small project like this. We can also cut back on the length of the project if needed. Additionally, we do not have to install fire hydrants if we don't want to since it is not in the city. That cost is \$47,500. Also, the estimate includes 5 long service lines to hook up the homes for \$8,250 that will be needed but the have 28 service lines for \$28,000. Currently there aren't 28 homes there so it is not needed. Or course we will bid it out and then cut back on what is needed. The City or County would have to pay any amount over the \$275,000. Even if we did the entire thing I believe it is the right thing to do. Maybe we could get the County to cover some if needed. This is much needed for these residents.

I recommend approval.

Updated: 10/18/2018 6:54 PM by Mark Milum A



789 E. Washington Street • Brownsville, Texas • 78520

Telephone: (956) 541-1155 Facsimile: (775) 305-2554

PAGE	1 OF 1	
PROJECT NO.		
PREPARED BY	AA	_
CHECKED BY	AA	
DATE	10/11/2018	_

ESTIMATE OF PROBABLE CONSTRUCTION COSTS CITY OF LOS FRESNOS SOUTH NOGAL WATERLINE

SOUTH NOGAL WATERLINE

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNI	T PRICE	PRICE
1	Mobilization, Demobilization, Closeout	LS	1	\$ 1	0,000.00	\$ 10,000.00
2	Site Preparation	LS	1	\$	5,500.00	\$ 5,500.00
3	Storm Water Pollution Prevention	LS	1	\$	7,500.00	\$ 7,500.00
4	Traffic Control Plan & Traffic Handling with Barricades and Signs	LS	1	\$	4,000.00	\$ 4,000.00
5	Hydrostatic Testing	LS	1	\$	5,000.00	\$ 5,000.00
6	Connection to Existing Waterline	EA	1	\$	4,000.00	\$ 4,000.00
7	Fire Hydrant Assemblies	EA	10	\$	4,750.00	\$ 47,500.00
8	8" PVC	LF	5,000	\$	30.00	\$ 150,000.00
9	8" Gate Valve	EA	2	\$	2,500.00	\$ 5,000.00
10	Waterline Single Service Connection, Long	EA	5	\$	1,250.00	\$ 6,250.00
11	Waterline Single Service Connection, Short	EA	28	\$	1,000.00	\$ 28,000.00
12	Remove and Replace Asphaltic Pavement	SY	150	\$	85.00	\$ 12,750.00
	Sub-Total					\$ 285,500.00
	Contingencies (10%)					\$ 28,550.00
	Basic Engineering Services (Design, Bidding, & Construction Management)					\$ 37,686.00
	Special Eng. Services (Survey & SUE, Geotech, Permit, Staking, & Inspection)					\$ 18,843.00
	TOTAL					\$370,579.00

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Ordinances
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 2788 A

ACTION ITEM (ID # 2788)

Consideration and ACTION to approve the first reading of Ordinance 497 establishing fees and regulations for a Dockless Vehicle permit program.

The Lower Rio Grande Valley Development Council has been working with cities across the Valley to establish a seamless use of bicycles for rent so there is not duplication of effort. They are teaming with Lime to do this. As part of this process each city needs to have an ordinance to properly regulate companies. There is no cost for this service. The company makes their money from renting of the bicycles to people. The ordinance does not limit having only one company but it is much easier for everyone if we work together. At this time several cities have already passed this ordinance. They are recommending that we use a partial motorized bike.

I recommend approval.

Updated: 10/19/2018 3:40 PM by Mark Milum A

ORDINANCE NO. 497

AN ORDINANCE OF THE CITY OF LOS FRESNOS, TEXAS AMENDING CHAPTER 42, "TRAFFIC AND VEHICLES," BY ADDING A NEW ARTICLE V, "DOCKLESS VEHICLE PERMITS" ESTABLISHING FEES AND REGULATIONS FOR A DOCKLESS VEHICLE PERMIT PROGRAM, PROVIDING A SAVINGS CLAUSE AND EFFECTIVE DATE; AND PROVIDING A PENALTY.

This ordinance was introduced and submitted to	the City Council for passage and adoption after
the second reading of the Ordinance. After presen	ntation 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	
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 Bibi Garza	For Against Abstained
Councilmember Juan Munoz	For Against Abstained
Section 1. The City of Los Fresnos Code of Ordin	ances shall be amended by adding the following:
ARTICLE V- DOCKLESS VEHICLE PERMIT	
Sec. 42-67 -Definitions	
(a) For purposes of this section, terms not defined everyday usage.	I here shall be construed as in ordinary,
(1) Dockless vehicle means motor-assisted scooter, pursuant to the definit Sections 541.201 and 551.351, that can be located	
(2) <i>Operator</i> means an indioperating authority permit under this article.	ividual or company that has been issued an
(3) Rebalance means moving to an area of high demand.	g dockless vehicles from an area of low demand
(4) Residential area means a planned development district or conservation dis	residential district as defined in city code, or a strict with residential base zoning.

Sec. 42-68 - General Authority and Duty of City

The City shall implement and enforce this article and may by written order establish such rules or regulations, consistent with this article and state or federal law, as the City determines are necessary to discharge its duty under, or to affect the policy of, this article.

Sec. 42-69 - Operating Authority Permit

A person commits an offense if, within the city, s/he operates, or causes or permits the operation of, a dockless vehicle service without a valid operating authority permit issued under this article.

Sec. 42-70 - Application for Operating Authority Permit

- (a) To obtain an operating authority permit, a person shall make application in the manner prescribed by the City. The applicant must be the person who will own, control, or operate the proposed dockless vehicle program.
- (b) An applicant shall file with the City a verified application statement, to be accompanied by a non-refundable application fee, containing the following:
- (1) the form of business of the applicant and, if the business is a corporation or association, a copy of the documents establishing the business and the name and address of each person with a 20 percent or greater ownership interest in the business;
 - (2) the verified signature of the applicant;
- (3) the address of the fixed facilities to be used in the operation, if any, and the address of the applicant's corporate headquarters, if different from the address of the fixed facilities:
- (4) the name of the person designated by the applicant to receive on behalf of the applicant any future notices sent by the city to the operator, and that person's contact information, including a mailing address, telephone number, and email or other electronic address;
- (5) documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;
- (6) documentary evidence of payment of ad valorem taxes on property within the city, if any, to be used in connection with the operation of the proposed dockless vehicle program;
- (7) documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance bond or irrevocable letter of credit required by this article;

- (8) the number and types of dockless vehicles to be operated; and
- (9) an agreement to indemnify the city.
- (c) An operating authority permit may be renewed following the process in this section.
- (d) The initial application for an operating authority permit must be accompanied by an application fee as specified in the fee schedule Applications to renew an operating authority permit must be accompanied by a renewal application fee as specified in the fee schedule.

Sec. 42-71 – Changes to Information in Operating Authority Application

- (a) Any changes to the information provided in the operating authority permit application must be reported to the City, in the manner prescribed by the City, within 10 days of the change.
- (b) If the information reported to the City under this section includes an increase in the number of dockless vehicles, any additional vehicle fees due under Section 28-603 must be submitted to the City simultaneously with the change in information.

Sec. 42-72 - Expiration of Operating Authority Permit

An operating authority permit expires one year from the date it is issued.

Sec. 42-73 – Refusal to Issue or Renew Operating Authority Permit

- (a) The City shall refuse to issue or renew an operating authority permit if the applicant:
- (1) intentionally or knowingly makes a false statement as to a material matter in an application for a permit or permit renewal; or
- (2) has been convicted twice within a 6-month period for a violation of this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or a rule or regulation adopted under this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or has had an operating authority permit revoked within two years of the date of application.
- (b) If the City determines that a permit should be denied, the City shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

Sec. 42-74 – Suspension or Revocation of Operating Authority Permit

(a) <u>Suspension</u>. The following regulations apply to the suspension of an operating authority permit:

- (1) The City may suspend an operating authority permit if the City determines that the operator fails to comply with a request to remove a dockless vehicle or a request to rebalance dockless vehicles issued by the City within the time specified in the order.
- (2) Suspension of an operating authority permit does not affect the expiration date of the permit.
- (b) <u>Revocation</u>. The following regulations apply to the revocation of an operating authority permit:
- (1) The City shall revoke an operating authority permit if the City determines that the operator has:
- (A) made a false statement as to a material matter in the application concerning the operating authority permit;
 - (B) failed to maintain the insurance required by this article;
- (C) failed to maintain the performance bond or irrevocable letter of credit required by this article;
- (D) operated dockless vehicles that were not authorized by the operating authority permit; or
 - (E) failed to pay a fee required by this article.
- (2) After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to one year, depending on the severity of the violation resulting in the revocation.

Sec. 42-75 - **Appeals.**

Any person whose application for an operating authority permit, or renewal of an operating authority permit, is denied by the City, or an operator whose operating authority permit has been revoked or suspended by the City, will have the right to appeal to the City Manager within five (5) calendar days of written staff decision. The appeal should be in writing in the form of a letter to the city secretary stating the reasons why such staff decision is unjust and request a hearing in front of the City Manager. In the event the appeal is denied by the City Manager, the applicant will have the right to appeal to the City Council within five (5) calendar days of written City Manager decision. The appeal should be in writing in the form of a letter to the city secretary stating the reasons why such City Manager decision is unjust and request a hearing in front of the City Council. The item will be placed on the next regular council meeting for the council to consider.

SECTION 10 - Nontransferability

An operating authority permit is not transferable. This regulation should not be construed

to impede the continuing use of trade names.

Sec. 42-76 - Operations

- (a) Each operator shall provide dockless vehicles to accommodate a wide range of users.
- (b) Each dockless vehicle permitted under this article must display the emblem of the operator along with a unique identification number.
- (c) Dockless vehicles must not display third party advertising, without written approval of the City .
- (d) Dockless vehicles must meet all requirements of local, state, and federal law. Bicycles must meet all industry safety standards.
- (e) Dockless vehicles must be high quality and sturdily built to withstand the effects of weather and constant use as is customary for such vehicles for five years.
- (f) Dockless vehicles must be well maintained on a regular basis as is customary for the upkeep of such vehicles to ensure their safety for the public, and in good riding condition.
- (g) Each dockless vehicle permitted under this article must be equipped with active global positioning system technology.
 - (h) Spoken word alarm systems are prohibited on dockless vehicles.
 - (i) Operators shall maintain a staffed operations center.
- (j) Operators shall maintain a 24-hour customer service number posted on each dockless vehicle for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.
 - (k) Operators shall rebalance dockless vehicles at least once per week.
- (l) Operators shall provide the City with contact information for someone who can rebalance and relocate dockless vehicles. The operator shall rebalance or relocate dockless vehicles within four hours of receiving notification on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within 12 hours of receiving notice at all other times. An operator shall notify the City within 24 hours of a change of contact information.
- (m) An operator shall remove any inoperable dockless vehicle, or a dockless vehicle that is not safe to operate, from the right-of-way within 24 hours of notice from the City. A dockless vehicle removed from the right-of-way in accordance with this subsection must be repaired before it is returned to revenue service.

- (n) Any dockless vehicle retrieved from a stream, lake, fountain, or other body of water will be disposed of and/or permanently removed from rental circulation.
- (o) If the city incurs any costs addressing or abating any violations of this section, or incurs any costs of repair or maintenance of public property, the operator shall reimburse the city for the costs within 30 days of receiving written notice from the City. Failure to reimburse may result in a lien being placed on the property in favor of the city.
- (p) An operator shall not place or attach any personal property (other than dockless vehicles), fixtures, or structures in the public right-of-way without the separate written permission of the City. Any permission to place items in the public right-of-way must be incorporated into the permit.
- (q) An operator shall not adversely affect the property of any third parties during the use of city property or the public right-of-way.
- (r) An operator shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. An operator's mobile application must provide information notifying the user that:
- (1) minors must wear helmets while riding a bicycle and while riding a motor assisted scooter;
 - (2) dockless vehicles must be parked legally and properly;
- (3) bicyclists and motor assisted scooters must yield to pedestrians on sidewalks and trails; and
- (4) bicycles should be ridden on bike lanes, trails and roadways, during safe riding conditions and sidewalk use should be limited.
- (s) The number of dockless vehicles in a fleet must be commensurate with the expected level of service. Vehicle numbers for the purpose of city administration shall be determined by the City.

Sec. 42-77 – Dockless Vehicle Parking, Deployment, and Operation

- (a) Dockless vehicles may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches.
- (b) Dockless vehicles may not be parked in a manner that would impede vehicular traffic on a street or alley.
 - (c) Dockless vehicles may not be parked in a manner that would impose a threat to

public safety or security.

- (d) Dockless vehicles may not be parked on a public street without specific permission from the City.
- (e) Dockless vehicles may not be deployed on a block where the sidewalk is less than 96 inches in width, or on a block that does not have sidewalks. The City may determine other blocks where deploying dockless vehicles is prohibited.
- (f) Dockless vehicles must be deployed on a sidewalk or other hard surface, at a bicycle rack, or at a city-owned location. Dockless vehicles may only be deployed on private property with the permission of the property owner.
 - (g) Dockless vehicles must stand upright while parked.
- (h) Dockless vehicles may not be parked within five feet of a crosswalk or curb ramp, unless given specific permission by the City.
 - (i) Dockless vehicles may not be parked in a way that blocks:
 - (1) Transit stops, shelters, or platforms.
 - (2) Commercial loading zones.
 - (3) Railroad tracks or crossings.
 - (4) Passenger loading zones or valet parking service areas.
 - (5) Disabled parking zones.
- (6) Street furniture that requires pedestrian access (for example, benches or parking pay stations).
 - (7) Building entryways.
 - (8) Vehicular driveways.
- (j) Dockless vehicles parked along multi-use trails may only be parked at trailheads or other areas identified by the City.
- (k) Dockless vehicles that are parked in an incorrect manner must be re-parked or removed by the operator within four hours of receiving notice from the City on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within 12 hours of receiving notice from the City at all other times.
- (l) A dockless vehicle that is parked in a residential area may remain in the same location for up to 48 hours as long as it is parked in accordance with this section. An operator shall

relocate or rebalance a dockless vehicle parked in a residential area after receiving a citizen request or complaint in accordance with the timeframes specified in Section 28-610.

- (m) The City (and/or designee) may remove and store any dockless vehicle that is left parked at the same location for seven or more consecutive days if the City has sent the operator a notification to rebalance the dockless vehicle.
 - (1) The operator is responsible for the costs of removal and storage.
 - (2) The City shall invoice the operator for the cost of removal and storage.
- (3) Any dockless vehicle that remains unclaimed with the city for 60 days is subject to city confiscation.
- (4) The City may identify designated dockless vehicle parking zones, subject to advance approval of the City, an operator may indicate virtual dockless vehicle parking areas with paint or decals where appropriate in order to guide riders to preferred parking zones in order to assist with orderly parking of dockless vehicles throughout the city.
- (n) Every person riding a dockless vehicle upon the streets of the city shall be subject to provisions of all laws and ordinances applicable to the operator of any other vehicle, except those provisions of laws and ordinances which, by their very nature, can have no application; provided, however, it shall not be unlawful to ride a dockless vehicle on a public sidewalk.
- (o) Any person riding a dockless vehicle upon a sidewalk shall yield the right- of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

Sec. 42-78 - Insurance Requirements

- (a) An operator shall procure and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by an insurance company that:
 - (1) is authorized to do business in the State of Texas;
 - (2) is acceptable to the city; and
- (3) does not violate the ownership or operational control prohibition described in Subsection (e) of this section.
- (b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.
 - (c) An operator shall maintain the following insurance coverages:

- (1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of \$1 million for each occurrence, with a \$2 million annual aggregate.
- (2) If an operator will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of \$500,000 per occurrence.
 - (3) Worker's compensation insurance with statutory limits.
- (4) Employer's liability insurance with the following minimum limits for bodily injury by:
 - (A) accident, \$500,000 per each accident; and
 - (B) disease, \$500,000 per employee with a per policy aggregate of \$500,000.
 - (d) Insurance required under this article must:
- (1) include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than 30 days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
- (2) include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than 10 days before cancelling for non- payment;
- (3) cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the operator's business;
- (4) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;
- (5) require notice to the City if the policy is cancelled or if there is a reduction in coverage; and
 - (6) comply with all applicable federal, state, and local laws.
- (e) No person who has a 20 percent or greater ownership interest in the operator may have an interest in the insurance company.
 - (f) An operator may not be self-insured.
- (g) Any insurance policy required by this article must be on file with the city within 45 days of the issuance of the initial operating authority permit, and thereafter within 45 days of the expiration or termination of a previously issued policy.

Sec. 42-79 - Data Sharing

- (a) An operator shall cooperate with the city in the collection and analysis of aggregated data concerning its operations.
 - (b) An operator shall provide a quarterly report to the City that includes:
 - (1) Total number of rides for the previous quarter.
 - (2) Total number of vehicles in service for the previous quarter.
 - (3) Number of rides per vehicle per day.
- (4) Anonymized aggregated data taken by the operator's dockless vehicles in the form of heat maps showing routes, trends, origins, and destinations.
- (5) Anonymized trip data taken by the operator's dockless vehicles that includes the origin and destination, trip duration, and date and time of trip.
 - (c) An operator shall provide other reports as needed at the City's request.

Sec. 42-80 - Vehicle Fee

An operator shall pay a vehicle fee to the City of Los Fresnos as follows: See Fee Schedule

Sec. 42-81 - Performance Bond or Irrevocable Letter of Credit

Before issuance of an operating authority permit, the operator shall give the City a performance bond or an irrevocable letter of credit approved as to form by the city attorney.

- (1) A bonding or insurance company authorized to do business in the State of Texas and acceptable to the city must issue the performance bond. A bank authorized to do business in the State of Texas and acceptable to the city must issue the irrevocable letter of credit.
- (2) The performance bond or irrevocable letter of credit must list the operator as principal and be payable to the city.
- (3) The performance bond or irrevocable letter of credit must remain in effect for the duration of the operating authority permit.
- (4) The amount of the performance bond or irrevocable letter of credit must be at least \$10,000.
- (5) Cancellation of the performance bond or irrevocable letter of credit does not release the operator from the obligation to meet all requirements of this article and the operating authority permit. If the performance bond or irrevocable letter of credit is cancelled, the operating authority permit shall be suspended on the date of cancellation and the operator shall immediately

cease operations until the operator provides the City with a replacement performance bond or irrevocable letter of credit that meets the requirements of this article.

(6) The city may draw against the performance bond or irrevocable letter of credit or pursue any other available remedy to recover damages, fees, fines, or penalties due from the operator for violation of any provision of this article or the operating authority permit.

Sec. 42-82 - Enforcement

- (a) The City may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article, rules and regulations established under this article, or other applicable laws.
- (b) The City shall enforce this article. Upon observing a violation of this article or the rules or regulations established by the City, the City shall take necessary action to ensure effective regulation of dockless vehicles.

Sec. 42-83 - Offenses

- (a) A person commits an offense if s/he violates or attempts to violate a provision of this article, or a rule or regulation established by the City under this article, that is applicable to a person. A culpable mental state is not required for the commission of an offense under this article unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each day in which an offense occurs.
- (b) Prosecution for an offense under Subsection (a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.
 - **Section 2.** That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$500.
- **Section 3.** That applicable City Code shall remain in full force and effect, save and except as amended by this ordinance.
- **Section 4.** If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, illegal, or prohibited under applicable law, such provision shall be excluded to the extent of such invalidity, illegality, or prohibition; all other terms hereof shall remain in full force and effect.

Section 5. That the terms and provisions of this ordinance are severable and are governed by applicable City Code.

Section 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the City of Los Fresnos and the State of Texas, and it is accordingly so ordained.

INTRODUCED AND APPROVED on the first reading this 23^{rd} day of October 2018. APPROVED AND PASSED on the second reading this 13^{th} day of November 2018.

	CITY OF LOS FRESNOS
	Polo Narvaez, Mayor
ATTEST:	
Jacqueline Moya, City Secretary	-



City of Los Fresnos DOCKLESS VEHICLE PERMIT APPLICATION

Application Type (cne	*		Renewai		nt
Dockless Vehicle Type	e (check all th	at apply): □	Bicycle	☐ Scooter ☐ Other:	
				□ Other:	
Entity Information					
Name of Dockless					
Vehicle Operator					
Owner Name					
Corporate Headquarte	rs				
Mailing Address					
Phone Number 1			Pho	ne Number 2	
Email Address					
Website					
Business Formation	□ C	orporation		Association	
Local Operations Info	rmation				
Contact Name					
Mailing Address					
Phone Number					
Email Address	0	CD:1			0 1 001
Dockless Vehicle	Quantity	of Bikes	Quanti	ty of Scooters	Quantity of Other
Fleet Size					
Required Attachments	:				
A copy of entity formation	on documents	establishing t	he busines	s and the name ar	nd address of each person
					cate(s) indemnifying City of
					, and the performance bond
or irrevocable letter of ca					
ncludes a manuscript en	dorsement wh	ich specifical	ly verifies	motorized scoote	rs are NOT excluded.
Owner/ Operator		-		Date	
JWHOI/ Operator				Date	
					
Contact Number				E-mail	

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 2789 A

ACTION ITEM (ID # 2789)

Consideration and ACTION to approve a contract with Terrocan for material testing for the City Hall and other testing throughout the City as needed.

Terracon will have their proposal for material testing ready for approval at the meeting. I will explain it then.

200 North Brazil Los Fresnos, TX 78566

SCHEDULED

Meeting: 10/23/18 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors: DOC ID: 2793 A

ACTION ITEM (ID # 2793)

Consideration and ACTION to approve applying for funding for Water & Sewer Improvements.

Jose Munoz will be present to review the different issues and costs associated with water and wastewater upgrades that need to occur. As you can see with the attachment, it is quite expensive but we have little option except to do these upgrades.

Updated: 10/19/2018 1:34 PM by Mark Milum A

Water & Sanitary Improvements City of Los Fresnos



Los Fresnos Wastewater Improvements Project Los Fresnos Water Treatment Plant Clearwell Inspection Summary Los Fresnos Water Treatment Plant Expansion Project

Prepared By:



Wastewater Improvements TWDB CWSRF Project No. 73687



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Description	Cost
Highway 100 (Los Cuates) – Sanitary Sewer	\$ 321,355
FM 1575 (Los Cuates) – Sanitary Sewer	\$ 78,111
Harvey Escalante Road (Los Cuates) – Sanitary Sewer	\$ 123,470
Harvey Escalante – Lift Station (Grinder Pump)	\$ 56,750
Sanitary Sewer Rehabilitation	\$ 444,700
Lift Station No. 19 Rehabilitation	\$ 46,500
Lift Station No. 21 Rehabilitation	\$ 59,100
Lift Station No. 22 Rehabilitation	\$ 59,100
Project Wide Costs	\$ 50,000
Total EOCC	\$ 1,239,086
Engineering, Admin., Testing, Contingency, etc.	\$ 360,914
TOTAL COSTS	\$ 1,600,000





Water Treatment Plant Clear Well Rehabilitation Summary



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Clear Well Rehabilitation Summary

Priority 1

128,000 Gallon Ground Storage Tank at Water Plant (South Tank)

- Recoat tank interior
- Repair pinhole leaks (for TCEQ compliance)
- Replace rain cap on the air vent (for TCEQ compliance)
- Build French Drain around tank
- EOCC: \$40,000
- Engineering Fee: \$4,000

Priority 2

78,000 Gallon Ground Storage Tank at Water Plant (North Tank)

- Recoat tank interior with epoxy based coating
- Build French Drain Around Tank
- EOCC: \$25,000
- Engineering Fee: \$2,500

Water Treatment Plant Expansion Project DWSRF Project No. 62627



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Los Fresnos Water Treatment Plant Expansion

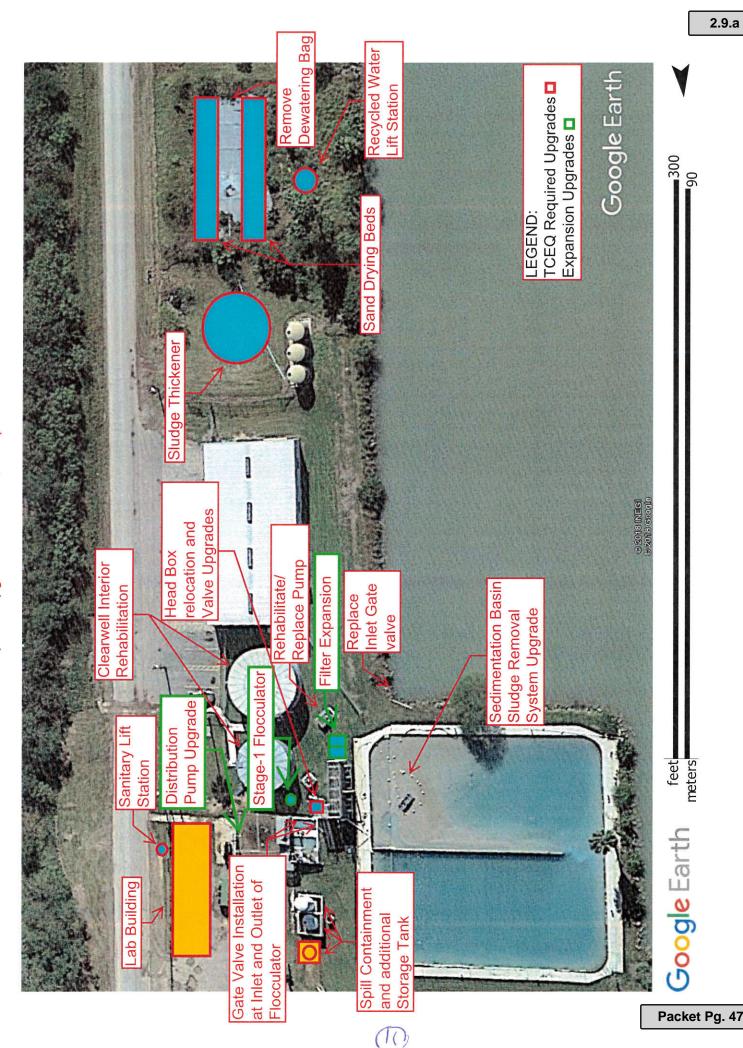
DWSRF Project No. 62627

Water Treatment Plant TCEQ compliance items are as follows:

- 1. Inlet Structure
 - a. Remove and Replace Existing Gate Valve
- 2. Raw Water Pump Basin
 - a. Rehabilitate, Replace Pump, and Add Sludge Removal System
- 3. Rapid Mix Concrete Basin
 - a. Replace Motor
 - b. Rehabilitate Chemical Injection Points
- 4. Flocculation Basin
 - a. Rehabilitate Existing Flocculation Basin/Install Gate Valves
- 5. Sedimentation Basin
 - a. Improve Sludge Removal Process
 - b. Remove Chlorine Injection Point
- 6. Multi-Media Filters
 - a. Addition of Valves & Sensors
 - b. Relocate Filter Head Box
- 7. Sludge Thickener
 - a. New Sludge Thickener
- 8. Sludge Drying Beds
 - a. New Sludge Drying Beds (2)
- 9. Laboratory Building
 - a. Relocate and Upgrade Existing Laboratory
 - b. Relocate and Upgrade Existing Chemical Dosing/Storage Facilities
 - c. New SCADA System

Water Treatment Plant expansion items are as follows:

- 1. Reservoir
 - a. Remove & Replace Existing Pump
- 2. Flocculation Basin
 - a. Construct an Additional Flocculation Basin Structure
- 3. Filter Pump Basin
 - a. Remove & Replace Existing Filter Pumps
- 4. Multi-Media Filters
 - a. Additional Filtration Capacity for Plant Expansion
- 5. Distribution Building
 - a. Remove & Replace Existing Distribution Pumps
- 6. System Piping
 - a. Pipe Sizes Increased as Proposed in Drawings
- 7. Sludge Thickener
 - a. Greater Capacity Required due to Expansion
- 8. Sludge Drying Beds
 - a. Greater Drying Area Required due to Expansion



Attachment: Water & Sewer Improvments (2793 : Water & Sewer Improvments)

Project 1
TCEQ Compliance Cost

Description	TCE	TCEQ Compliance Cost	
Valves	\$	21,240.00	
Pumps	\$	81,640.00	
Sludge Removal Manifold	\$	100,000.00	
Chemical Storage & Spill Containment	\$	24,000.00	
Chlorine Equipment	\$	32,550.00	
Building	\$	600,000.00	
Flow Meters & Sensors	\$	280,000.00	
SCADA	\$	241,000.00	
Relocation of Filter Head box	\$	25,000.00	
Sludge Thickener	\$	358,000.00	
Sludge Drying Beds	\$	112,000.00	
Recycled Water Lift Station	\$	9,000.00	
Sanitary Sump Pump Lift Station	\$	3,500.00	
Profit & Overhead	\$	312,070.00	
Total EOCC	\$	2,200,000.00	
Engineering, Admin, Testing, Contingency, etc.	\$	740,000.00	
Total Costs	\$	2,940,000.00	

Project 2 Expansion Costs

Description	Expansion Cost
System Piping	\$ 25,200.00
Pumps	\$ 75,000.00
Proposed Flocculator	\$ 25,000.00
Additional Filters (2)	\$ 300,000.00
Sludge Thickener	\$ 50,000.00
Sludge Drying Beds	\$ 20,000.00
Profit & Overhead	\$ 75,000.00
Total EOCC	\$ 570,000.00
Engineering, Admin, Testing, Contingency, etc.	\$ 190,000.00
Total Costs	\$ 760,000.00

