

### **City Council Meeting Agenda**

Tuesday, December 10, 2024 at 6:00 PM
City Hall – 520 East Ocean Blvd. Los Fresnos, TX 78566
<a href="https://cityoflosfresnos.com/meetings">https://cityoflosfresnos.com/meetings</a>

NOTICE OF SAID MEETING IS HEREBY GIVEN BY THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT.

#### A. CALL MEETING TO ORDER

#### **B. INVOCATION AND PLEDGE OF ALLEGIANCE**

#### C. VISITORS REMARKS

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

#### D. CALL MEETING TO ORDER

1. Presentation of Certificate of Achievement for Excellence Financial Reporting.

#### E. PUBLIC HEARING

 Public hearing for citizens of Los Fresnos to review performance and obtain comments regarding its 2021 Texas CDBG Program Community Development Contract CDV21-0095.

#### F. 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.

- Consideration and ACTION to approve the minutes from November 11, 2024 & November 19, 2024.
- 2. Consideration and ACTION to approve the final plat of Pomelo Bend Subdivision.
- 3. Consideration and ACTION to approve the second reading of an ordinance of the City of Los Fresnos, Cameron County, Texas amending Chapter 48, Zoning, Article II, District Regulations, Division 7, Additional Standards, Subdivision Iv, Signs, Sec. 48-275 Signs Permitted by Zone, E. Off-Premises (Billboard) Regulations and Repealing All Ordinances and Parts of Ordinances in conflict therewith.
- 4. Consideration and ACTION to approve a Certificate of Resolution adopting the Section 125 Cafeteria Plan for city employees.
- Consideration and ACTION to excuse the absence of Claudia Villareal from the November 4, 2024 Community Development Corporation meeting.
- 6. Consideration and ACTION to excuse the absence of Javier Rodriguez from the November 18, 2024 Planning & Zoning meeting.
- 7. Consideration and ACTION to excuse the absence of Albert Escobedo from the November 19, 2024 Special City Council meeting.

#### **G. ACTION ITEMS**

- Consideration and ACTION to reconsider the action taken on the LRGVDC Area Agency on Aging Contract and budget amendment for the Senior Citizen Program.
- Consideration and ACTION to approve funding for engineering work on the Whipple Road Improvements.
- 3. Consideration and ACTION on the selection of Mayor Pro-tem for a one-year term.
- 4. Consideration and ACTION to appoint a member to the Los Fresnos Housing Authority.

#### H. ACKNOWLEDGEMENT OF THE CITY MANAGER'S REPORT

- 1. City Manager Report
  - A. Wastewater Collection System & Upgrade
  - B. Water Treatment Plant Expansion
  - C. Street Project
  - D. Drainage
  - E. Whipple Road
  - F. COVID-19
  - G. Veteran's Memorial
  - H. Water Funding
  - I. Wastewater Funding

#### I. ACKNOWLEDGMENT OF DEPARTMENT HEAD REPORTS

- 1. Financial Report 1. Monthly 2. Year to Date 3. Sales Tax
- Public Works Report 1. Water and Wastewater Activity 2. Calls for Service 3. Building Permits4. Recycling 5. Waste Water Treatment Plant Discharge Monitoring Report
- 3. Police Department November 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection October 2024 1. Magistrates 2. Index Crimes by Zone
- 4. Municipal Court 1. City Monthly Report- October 2. Linebarger Monthly Report October
- 5. Library Report 1. Monthly Report
- **6.** Fire Marshal's Report 1. Monthly Report

#### J. ADJOURNMENT

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall and on the city website www.cityoflosfresnos.com on December 6, 2024 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.

/s/ 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.



10/25/2024

Pablo Garza Director of Finance City of Los Fresnos, Texas

Dear Pablo:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2023 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements. We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2024 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- Certificate of Achievement. A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- Award of Financial Reporting Achievement. When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release**. Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for eligibility requirements and information on completing an application.

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Director, Technical Services

Melele Mark Line



#### Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

## City of Los Fresnos Texas

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrill

Executive Director/CEO

#### ACTION ITEM REPORT



Item Title: Presentation of Certificate of Achievement for Excellence Financial

Reporting.

#### Recommendation:

The Finance Department led by Pablo A. Garza has been awarded the Certificate of Achievement for Excellence Financial Reporting. This is a tribute to our entire team, the Mayor and Council, the Finance Department staff as well as each department carrying out their responsibilities effectively. We have received this beginning in 2008, 16 years. Congratulations and job well done!!

#### **ACTION ITEM REPORT**



Item Title:

Public hearing for citizens of Los Fresnos to review performance and obtain comments regarding its 2021 Texas CDBG Program Community Development Contract CDV21-0095.

#### Recommendation:

This project included sewer line and manhole replacement and some paving in the alley between Nogal Street and the Railroad between Canal Street and 1<sup>st</sup> Street, the alley between Nogal Street and Olmo Street between 8<sup>th</sup> Street and 9<sup>th</sup> Street, 2<sup>nd</sup> Street between Arroyo Boulevard and Alamo Street and the alley between 5<sup>th</sup> Street and Ocean Boulevard between Como Street and Retama Street. All work is complete.

## PUBLIC NOTICE COMMUNITY DEVELOPMENT BLOCK GRANT

The City of Los Fresnos invites all citizens to a public hearing at 6:00 p.m. on December 10, 2024 at City Hall, 520 E. Ocean Blvd, Los Fresnos, TX 78566, to review performance and obtain comments regarding its 2021 Texas CDBG Program Community Development Contract CDV21-0095. Disabled persons or those who require auxiliary aids or services who wish to attend this meeting should contact the Jacqueline Moya at 956-233-5768 at least two days before the meeting to make arrangements.

.....

#### AVISO PÚBLICO COMMUNITY DEVELOPMENT BLOCK GRANT

La ciudad de Los Fresnos invita a todos sus ciudadanos a una audiencia pública el 10 de Deciembre del 2024, a las 6:00 p.m. en la sala municipal localizada en 520 E. Ocean Blvd, Los Fresnos, TX 78566, para evaluar el desempeño y obtener comentarios sobre el contrato CDBG del 2021 numero CDV21-0095. Las personas discapacitadas interesadas en atender a la audiencia pública que requieren de acomodaciones o servicios especiales, deben comunicarse con la Jacqueline Moya al 956-233-5768 no menos de dos días antes de la junta para hacer arreglos necesarios.

Residentes que necesiten un intérprete deben comunicarse con la ciudad por lo menos 24 horas antes de la audiencia pública.



Item Title:	Consideration and ACTION to approve the minutes from November
	11 2024 & November 19 2024

**Recommendation:** 

I recommend approval.

## **City Council**

Section F, Item # 1.

#### **Regular Meeting**

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

~ Minutes ~

Tuesday, November 12, 2024 6:00 PM City Hall

#### Agenda

A. Call meeting to order

Mayor Alejandro Flores called the meeting to order at 6:00 p.m.

B. Invocation and Pledge of Allegiance

Councilmember Gabriela Fernanadez gave the invocation and led the audience in the pledge of allegiance.

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

There were none.

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

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

#### Consideration and ACTION to approve the minutes from October 8, 2024.

Motion was made and seconded to approve the minutes from October 8, 2024.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

Consideration and ACTION to approve the Quarterly Investment Portfolio Report ended as of September 30, 2024.

Motion was made and seconded to approve the Quarterly Investment Portfolio Report ended as of September 30, 2024.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

Approval or rejection of Resolution 19-2024 adopting a comprehensive policy of guidelines and criteria for governing tax abatement incentives within the City of Los Fresnos and its extraterritorial jurisdiction.

#### Tuesday, November 12, 2024

6:00 PM

Motion was made and seconded to approve Resolution 19-2024 adopting a comprehensive policy of guidelines and criteria for governing tax abatement incentives within the City of Los Fresnos and its extraterritorial jurisdiction.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

# Consideration and ACTION to approve funding to repair alley behind 309 E Ocean Blvd as approved by CDC.

Motion was made and seconded to approve funding to repair alley behind 309 E. Ocean Blvd. as approved by CDC.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

#### <u>Consideration and ACTION to approve a change order for drainage for the Veterans</u> Memorial Project as approved by the CDC Board.

Motion was made and seconded to approve a change order for drainage for the Veterans Memorial Project as approved by the CDC Board.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

# <u>Consideration and ACTION to approve a change order for drainage for the Veterans Memorial Project.</u>

Motion was made and seconded to approve a change order for drainage for the Veterans Memorial Project.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

# Consideration and ACTION to excuse the absence of Larry Stambaugh from the October 21, 2024 Planning and Zoning meeting.

Motion was made and seconded to approve excuse the absence of Larry Stambaugh from the October 21, 2024 Planning and Zoning Meeting.

#### Tuesday, November 12, 2024

6:00 PM

RESULT: ADOPTED [5 TO 0]

MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

**AYES:** Flores, Escobedo, Munoz, Fernandez, Vinson

**RECUSED:** Luis Gonzalez

#### Consideration and ACTION to excuse the absence of Gabriela Fernandez October 8, 2024

#### City Council meeting.

Motion was made and seconded to approve the absence of Gabriela Fernandez on October 8, 2024 City Council meeting.

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

#### Consideration and ACTION to excuse the absence of Albert Escobedo October 8, 2024 City

#### Council meeting.

Motion was made and seconded to approve the absence of Albert Escobedo on October 8,2024 City Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

#### **Action Items**

#### <u>Consideration and ACTION to approve construction bid for the TxDot FM 1575 Utility</u> <u>Conflicts Project.</u>

Mr. Milum gave a brief history on the project and advised we received a bid for \$276.840 from Jimmy Closner & Sons Construction. He explained ARPA funds would be used for the project and utility funds would be used if needed. He recommended approval.

Motion was made and seconded to approve construction bid from Jimmy Closner & Sons Construction for the TXDOT FM 1575 Utility Conflicts Project.

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Gabriela Fernandez, Councilwoman

**SECONDER:** Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

# <u>Consideration and ACTION to approve LRGVDC Area Agency on Aging Contract and</u> budget amendment for the Senior Citizen Program.

Mr. Milum advised the board the Area Agency on Aging grant for the Senior Citizen Grant had been cut from \$102,000 to \$40,000. He provided the council 2 options on how to handle the cut. Mr. Milum and the council discussed the options presented and other suggests from the coucil.

#### Tuesday, November 12, 2024

6:00 PM

Motion was made and seconded to approve LRGVDC Area Agency on Aging Contract and budget amendment for the Senior Citizen Program adjusting the Senior Citizen Manager position from full-time to part-time.

RESULT: ADOPTED [5 TO 1]

MOVER: Luis Gonzalez, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Escobedo, Fernandez, Gonzalez, Vinson

NAYS: Juan Munoz

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

Mr. Milum explained the proposed amendment to the council. He answered questions from the council and discussed suggestions made.

Motion was made by Councilmember Luis Gonzalez and seconded by Council Member Juan Munoz. Council Member Terry Vinson, Council Member Gabriela Fernandez, Council Member Albert Escobedo and Mayor Alejandro Flores voted no, motion died.

Motion was made and seconded to approve the first reading of an ordinance of the City of Los Fresnos, Cameron County, Texas amending Chapter 48, Zoning, Article II, District Regulations, Division 7, Additional Standards, Subdivision Iv, Signs, Sec. 48-275 Signs Permitted by Zone, E. Off-Premises (Billboard) Regulations and Repealing All Ordinances and Parts of Ordinances in conflict therewith.

RESULT: ADOPTED [4 TO 2]

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

AYES: Alejandro Flores, Alberto Escobedo, Gabriela Fernandez, Terry

Vinson

NAYS: Juan Munoz, Luis Gonzalez

<u>Consideration and ACTION to approve proposed options for Harvey Escalante Road access including engineering services to upgrade the Harvey Escalante Road portion in the city limits.</u>

Mr. Milum explained the proposed options for the road and answered questions from the council. Mayor Flores thanked Mr. Milum for the work he has done to keep the project going.

Motion was made and seconded to approve proposed options for Harvey Escalante Road access including engineering services by Jim Rose in the amount of \$9,800 to upgrade the Harvey Escalante Road portion in the city limits.

#### Tuesday, November 12, 2024

6:00 PM

RESULT: ADOPTED [UNANIMOUS]
MOVER: Alberto Escobedo, Councilman

SECONDER: Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

<u>Discuss, consider and adopt a resolution authorizing the submission of a Texas Community</u> <u>Development Block Grant program application to the Texas Department of Agriculture for</u> the 2025-2026 Community Development Fund.

Mr. Milum explained this resolution was for the 2025-2026 CDBG funding cycle, the maximum amount of funding would be \$750,000 with a match of \$75,000.

Motion was made and seconded to approve a resolution authorizing the submission of a Texas Community Development Block Grant program application on the Texas Department of Agriculture for the 2025-2026 Community Development Fund.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Alberto Escobedo, Councilman SECONDER: Juan Munoz. Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

Consideration and ACTION to approve an agreement for a Risk Management Plan and Maintenance Program for the Water Treatment Plant and the Wastewater Treatment Plant.

Mr. Milum explained the TCEQ requirements for the Risk Management Plan for the water and wastewater treatment plant. He answered questions from the council.

Motion was made and seconded to approve an agreement for a Risk Management Plan and Maintenance Program for the Water Treatment Plant and the Wastewater Treatment Plant.

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Gabriela Fernandez, Councilwoman

**SECONDER:** Juan Munoz, Councilman

AYES: Flores, Escobedo, Munoz, Fernandez, Gonzalez, Vinson

<u>Consideration and ACTION to partner with Cameron County Water Improvement</u>

<u>District #10 and Bayview Irrigation District #11 to place the irrigation canal underground</u>
from Nogal Street to the east city limits.

Mr. Milum gave an explanation about the project and listed the entities involved. He answered questions from the board and recommended approval.

Council Member Albert Escobedo left at 6:54 p.m.

Motion was made and seconded to approve to partner with Cameron County Water Improvement District #10 and Bayview Irrigation District #11 to place the irrigation canal underground from Nogal Street to the east city limits.

5 | P a g e

#### Tuesday, November 12, 2024

6:00 PM

RESULT: ADOPTED [UNANIMOUS]

MOVER: Gabriela Fernandez, Councilwoman

**SECONDER:** Juan Munoz, Councilman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

#### Consideration and ACTION to appoint a member to the Los Fresnos Housing Authority.

No action was taken.

RESULT: NO ACTION

# <u>Consideration and ACTION to approve a Resolution casting votes for candidate(s) to serve on Cameron Appraisal District Board of Directors.</u>

Mayor Flores asked the board if they had any nominations.

Motion was made and seconded to approve a Resolution casting 15 votes for candidate Alejandra Aldrete and 15 votes for candidate Daniella Lopez Valdez to serve on Cameron Appraisal District Board of Directors.

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Gabriela Fernandez, Councilwoman

SECONDER: Luis Gonzalez, Councilman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

# <u>Discussion and possible ACTION to choose an individual for 2024 Citizen of the Year</u> Program.

Council discussed possible candidates.

Motion was made and seconded to approve to Barbara Rodriguez for 2024 Citizen of the Year Program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Juan Munoz, Councilman
SECONDER: Alejandro Flores, Mayor

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

#### Acknowledgement of City Manager's Report

# City Manager Report A. Waste Water Collection System & Upgrade B. Water Treatment Plant Expansion C. Street Project D. Drainage E. Whipple Road F. COVID-19 G. Veteran's Memorial H. Water Funding I. Wastewater Funding J. Boys & Girls Club

Mayor Flores asked Mr. Milum if there were any projects he would like to discuss. Mr. Milum gave an update on the street repair project, water funding, wastewater funding and the Veterans Memorial project. He answered questions for the council.

#### Tuesday, November 12, 2024

6:00 PM

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Gabriela Fernandez, Councilwoman

**SECONDER:** Terry Vinson, Councilman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

#### **Acknowledgement of Department Head Reports**

Mayor Flores asked the council if they had any question son the department head reports, there were none.

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

Motion was made and seconded to acknowledge the Financial Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

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

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

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

**AYES:** Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

# <u>Police Department October 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection September 2024 1.</u> Magistrates 2. Index Crimes by Zone

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

RESULT: ADOPTED [UNANIMOUS]

**MOVER:** Terry Vinson, Councilman

**SECONDER:** Gabriela Fernandez, Councilwoman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

# <u>Municipal Court 1. City Monthly Report- September 2. Linebarger Monthly Report- September</u>

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

#### Tuesday, November 12, 2024

6:00 PM

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

ABSENT: Alberto Escobedo

#### Library Report 1. Monthly Report

Motion was made and seconded to acknowledge the Library Report.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman

SECONDER: Gabriela Fernandez, Councilwoman

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

ABSENT: Alberto Escobedo

#### Fire Marshal's Report 1. Monthly Report

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Vinson, Councilman
SECONDER:	Gabriela Fernandez, Councilwoman
AYES:	Flores, Munoz, Fernandez, Gonzalez, Vinson
ABSENT:	Alberto Escobedo
H. A	djournment

	Н.	Adjournment	
		The meeting was closed at 7:19 p.m	
			Presiding Officer of the Council
Record	er		

8 | P a g e

## **City Council**

Section F, Item # 1.

#### **Special Meeting**

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

~ Minutes ~

Tuesday, November 19, 2024

6:00 PM

City Hall

#### Call to Order

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

#### **Invocation and Pledge of Allegiance**

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

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

There we no comments.

#### **Action Items**

#### Canvass of November 5, 2024 General Election Returns.

Mayor Flores read the canvas report as follows: Member of Council Place 3, Gabriela Fernandez 1,775 votes. Member of Council Place 4 Jacob Wasonga 537 votes, Luis Gonzalez 1,467 votes.

RESULT: NO ACTION

# <u>Consideration and ACTION to approve a Resolution Declaring Results of the November 5, 2024 City General Election.</u>

Motion was made and seconded to approve a Resolution declaring results of the November 5, 2024 City General Election.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Vinson, Councilman
SECONDER: Alejandro Flores, Mayor

AYES: Flores, Munoz, Fernandez, Gonzalez, Vinson

**ABSENT:** Alberto Escobedo

#### Oath of Office for newly elected officials.

Honorable Judge Estela Chavez Vasquez administered the Oath of Office for Council Member Gabriela Fernandez and Luis Gonzalez.

Council members each gave a speech.

#### RESULT: NO ACTION

#### **Adjournment**

The meeting was closed at 6:11 PM

Special Meeting	Tuesday, November	Tuesday, November 19, 2024	
Recorder		Presiding Officer of the Council	



**Item Title:**Consideration and ACTION to approve the final plat of Pomelo Bend Subdivision.

#### **Recommendation:**

The Planning & Zoning Commission approved this at their meeting on November 18.

Staff and Hanson Professional Services have reviewed the plat and work on the ground and have determined the final plat meets the requirements of the ordinance.

I recommend approval.

#### **MEMORANDUM**

TO:

**Mark Milum** 

City Manager

mmilum@citylf.us

FROM:

Richard Riggins, P.E.

rriggins@hanson-inc.com

DATE:

**November 7, 2024** 

**SUBJECT:** 

Pomelo Bend Final Plat 2<sup>nd</sup> Review

Mr. Milum,

We have reviewed the Final Plat and Construction Plans for Pomelo Bend Subdivision and recommend approval of Pomelo Bend Subdivision provided that the subdivider corrects the following

1. Correct the property line error on the northeast corner of the subdivision.

2. Provide concrete monuments where applicable along the F.M. Right of Way.

Richard A. Riggins, P.E., R.P.L.S.

Please call at (956) 541-1155 if you have any questions.

#### ACTION ITEM REPORT



Item Title:

Consideration and ACTION to approve the second reading of an ordinance of the City of Los Fresnos, Cameron County, Texas amending Chapter 48, Zoning, Article II, District Regulations, Division 7, Additional Standards, Subdivision Iv, Signs, Sec. 48-275 Signs Permitted by Zone, E. Off-Premises (Billboard) Regulations and Repealing All Ordinances and Parts of Ordinances in conflict therewith.

#### Recommendation:

This was approved on the first reading by the Council on November 12.

We have received and continue to receive a lot of complaints for allowing a billboard sign across from Whataburger. Under the new regulations, that area was the only area on that side of the city that one could be placed due to the existing ones further west on Highway 100. The variance that was approved had no bearing on it since it would have been allowed automatically in that area by meeting the setback regulations. So this is not about the variance. It is about billboard signs in general that our residents don't want. Additionally, one billboard sign can be place on the east side of the City on Highway 100, one on the north side of the City on FM 1847 and one on the south side of the City on FM 1847. This will clutter up the City making us look like all other cities. Los Fresno has always been different in good ways. I believe we have an opportunity to still stand out by leaving the current ones but not allowing any new ones keeping the other 3 sides of the City on the main roads pure. That is overwhelmingly what our residents want.

I recommend approval.

#### **ORDINANCE 563**

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

Γhis ordinance was introduced and submitted to the City Council for passage and adoption after the second reading			
of the Ordinance. After presentation and disc	cussion 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 Albert Escobedo	For Against Abstained		
Councilmember Juan Munoz	For Against Abstained		
Councilmember Gabriela Fernandez	For Against Abstained		
Councilmember Luis Gonzalez	For Against Abstained		
Councilmember Terry Vinson	For Against Abstained		
NOW THEREFORE BE IT ORDAINED WITH			

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

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

SECTION 2. Article II, District Regulations, Division 7, Additional Standards, Subdivision IV, Signs, Sec. 48-275 Signs Permitted by Zone, e. Off-premise sign (billboard) regulations

ADD-No new off-premise sign (billboard) signs are permitted within the city. Existing signs may be replaced, provided they maintain the same location, size and setback as originally placed and comply with the current regulations.

#### **REMOVE-**

- 2. Distance to Other Off-Premise Signs: No off-premise sign shall be located closer than 3,000 feet from any other legally erected off-premise sign located on either side of the street or highway and 1,500 feet radius from another legally erect off-premise sign. No off-premise signs will be located between Retama Street and Mesquite Street along Ocean Boulevard and between Alvarez Court and Whipple Road along Arroyo Boulevard.
- **5. Where allowed:** Off-premise (billboard) signs are permitted only in the C-1, C-2, C-3 and C-4 zoning districts. An off-premise sign is considered to be an accessory use. Off-premise signs shall be allowed only on properties with frontage upon the following streets marked State and Federal highways. Where more than one such marked highway shares the same roadway, the provisions of both highways as enumerated below shall apply.

- a. State Highway 100
- b. FM 1847
- c. FM 1575
- d. FM 803

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

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

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

INTRODUCED AND APPROVED on the fi	rst reading this day of	, 2024.
APPROVED AND PASSED on the second r	eading this day of	, 2024.
	Mayor, Alejandro Flores	
ATTEST:	May or, Megandro Micros	
City Secretary, Jacqueline Moya		



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

#### Recommendation:

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

I recommend approval.

## **Certificate of Resolution (2025)**

## For City of Los Fresnos Section 125 Premium Only Plan Plan Year Ending January 31, 2026

The undersigned Secretary or Principal of City of Los Fresnos (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on February 1, 2025, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that the form of Amended Section 125 Cafeteria Plan effective February 1, 2025, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

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

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

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

Ву		
	Secretary/Principal	

#### For City of Los Fresnos

#### **Section 125 Premium Only Plan**

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

- 1. Name of Employer: City of Los Fresnos
- 2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **February 1, 2025**.
- 3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective February 1, 1994.
- 4. Plan Year: The Amended Plan year shall begin on February 1, 2025, and end on January 31, 2026. Future plan years will be based on the same twelve-month period beginning each February 1 and ending each January 31.
- 5. **Plan number: 520**
- 6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
  - a. (X) State of Texas
  - b. () Commonwealth of
- 7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
  - <u>Health Insurance and Voluntary Plans</u>. Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
  - Group-Term Life Insurance up to \$50,000. The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
  - <u>Disability Plan.</u> Short-term and long-term disability policies. If payroll deducted on a pretax basis, any future benefits received will be taxable to the employee.
  - <u>Health Savings Account (HSA).</u> Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by_	
City of Los Fresnos	
AFFILIATES:	
NONE	

## **Summary Plan Description (2025)**

## For City of Los Fresnos Section 125 Premium Only Plan Plan Year Ending January 31, 2026

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

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

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

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

#### Overview:

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

#### **General Information:**

- 1. City of Los Fresnos Premium Only Plan is the name of the Plan.
- 2. The provisions of your Amended Plan became effective on February 1, 2025. Your Plan was originally effective on February 1, 1994 which is called the Effective Date of the Plan.
- 3. Your Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on February 1, 2025 and ends on January 31, 2026. Future plan years will be based on the same twelve-month period beginning each **February 1** and ending each **January 31**.
- 4. Your Employer has assigned Plan Number 520 to your Plan.
- 5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

Copyright 2025 FIS All Rights Reserved

#### **Employer Information:**

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

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

Federal Employer I.D. Number: 74-1776847

#### **Plan Administrator Information:**

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

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

Federal Employer I.D. Number: 74-1776847

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

#### **Service of Legal Process**

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

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

Federal Employer I.D. Number: 74-1776847

#### Type of Administration

The type of administration is Insurer Administration.

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

#### 1. How Does This Plan Operate?

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

#### 2. What Happens to Contributions Made to the Plan?

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

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

#### 3. When Must I Decide Whether to Participate?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. What Insurance Coverage May I Purchase?

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

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

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

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

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

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

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

#### 8. Will My Social Security Benefits Be Affected?

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

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

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

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

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

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

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

#### 10. Do Limitations Apply to Highly Compensated Employees?

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

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

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

#### 11. What Happens If I Terminate Employment?

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

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

#### 12. What is a Health Savings Account?

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

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

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

#### 13. Qualified Medical Child Support Order

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

#### 14. Summary

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

If you have any questions, please contact the Administrator.



Item Title:

Consideration and ACTION to excuse the absence of Claudia Villareal from the November 4, 2024 Community Development Corporation meeting.

#### **Recommendation:**

Claudia Villarreal began serving in November of 2023. Claudia has attended 10 of the 12 meetings or 83%.



Item Title: Consideration and ACTION to excuse the absence of Javier

Rodriguez from the November 18, 2024 Planning & Zoning meeting.

#### **Recommendation:**

Javier Rodriguez began serving in December 2014. Since November 2017 Javier has attended 20 of 23 meetings or 87%.

#### ACTION ITEM REPORT



Item Title:

Consideration and ACTION to reconsider the action taken on the LRGVDC Area Agency on Aging Contract and budget amendment for the Senior Citizen Program.

#### **Recommendation:**

Juan Munoz ask that this item be placed back on the agenda.

The Senior Citizens program as it exists today and how it has operated since Covid, will not be affected at all. The current programing for the Seniors will continue as is. Current programing will not change.

I recommend to not reconsider the action taken and stay with the original decision with Option 2.

Information provided last month.

All through the summer and budget discussions, The LRGVDC Area Agency on Aging told us that we would be receiving the same funding as before. We asked if we could add a part time activities coordinator to help with activities for the seniors. They told us to include it in our request as they would most likely fund it. We did and then it was approved by the Council with the budget. On October 29, a month after the start of our fiscal year, Area Agency on Aging notified us that they cut the funding to \$40,000 from \$\$102,000 which was our current budget and last year of \$79,494.

Since we just added the activities coordinator in the budget but have not hired anyone yet, that position goes away and the \$16,222 that it associated with it. That leaves \$85,778. We are required to match the grant with \$7,059 of in kind services and since we are only getting \$40,000, we need to decide how to handle the balance of \$38,719.

Option 1: Fund the \$38,719 through the General Fund. Since our budget year is just starting, I don't have a place to cut expenses at this time and we don't have any excess funds from other revenue sources. We can hope that during the year we can come up with that amount either by cutting expenses or getting additional revenue so we don't go over budget.

Option 2: Cut the Senior Citizen Coordinator position from full time to part time, saving approximately \$23,485 and cut the supply budget to \$1,683 instead of \$3,976 saving \$2,293. This would leave only \$12,941 to fund through the General Fund and much easier to cover and sustain. Since we have to pay electricity, utilities, building maintenance and insurance all totaling \$11,224 regardless if we have the Senior Citizens Program or not, this is the most fiscally sound approach. This would be a huge impact on the Senior Citizen Coordinator and it makes it hard when dealing with an employee. However, due to the change in the funding and the program overall the way it is not operated, it is the most responsible thing to do. If this option is taken, I suggest it be effective January 1.

There could be other options you come up with.

I recommend Option 2.



Lower Rio Grande Valley Development Council Area Agency on Aging 301 W. Railroad Weslaco, Texas 78596



Subrecipient:

Los Fresnos Senior Center

Contract Number: AAA-04-2025-SCO Senior Center Operations

October 29, 2024, Statement of Award for the Period of 10/01/2024 to 9/30/2025

It is understood and agreed by the subrecipient that acceptance of this award and any payment thereof commits the subrecipient to comply with all applicable State, Federal, and Local requirements

Program	int of this ward	Cumulat	tive to Date
Senior Center Operations	\$ 40,000	\$	40,000
Total	\$ 40,000	\$	40,000
Non-federal Match	\$ 7,059	\$	7,059
Special Cash Match	\$ 2,000	\$	2,000

## Remarks:

The non-federal match is the minimum required. Subrecipients may choose to provide additional match above the minimum.

The Special Cash Match may be paid in 3 installments, payable to LRGVDC. Full payment must be submitted by March 31, 2025.

Director of Area Agency on Aging

Date





## **ASSURANCE OF COMPLIANCE SENIOR CENTER OPERATIONS**

## **Service Requirements**

(Name	of Appli	cant Agency)	hereinafter called the
Americ	ans Act	of 1965, as amended, it will con	ndition for receiving Federal assistance under the Older nply with the requirements set forth by the Lower Rio ncy on Aging for organizations seeking assistance for
Senior	Center (	Operations. Senior Centers must	comply with the following:
1.	Service	s must be offered to the elderly	in the general population.
2.		Centers must provide or coordii s at a minimum:	nate for participants to have access to the following
	a.	health screening coordinated by year	by health professionals at least twice during the project
	b.	develops, maintain, and imple	ment a fund development plan
	c.	exercise, physical fitness, and r	ecreational activities
	d.	information and referral	
	e.	volunteer activities (other than	the usual meal serving)
	f.	telephone reassurance	
These s	services <sup>,</sup>	will be in addition to existing se	vices such as meals and transportation.
Signatu	ıre:		
Typed I	Name: _		
Title: _			
Date: _			

## **CONTRACT NUMBER AAA – 04 - 2025**

## DEPARTMENT OF HEALTH AND HUMAN SERVICES COMMISSION CONTRACT FOR

## **OLDER AMERICANS ACT PROGRAMS**

## STATE OF TEXAS

## **COUNTY OF HIDALGO**

## I. AUTORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended and its regulations: HHS regulations on Administration of Grants; Title 45 CFR, Part 74: Title 45 CFR, Part 92; Title 45 CFR, Part 1321, et seq.; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning January 2001; and all applicable Health and Human Services (HHS) and Area Agencies on Aging (AAA) Rules as published in the Texas Administrative Code (TAC) under Chapters 80, 81, 83, and 84 (Title 40 Part 1, Texas Administrative Code); and, all state and local laws as pertains to this contract and its attachments.

## II. CONTRACTING PARTIES

This contract and agreement made and entered on this 1<sup>st</sup> day of October 2024 by and between the Lower Rio Grande Valley Development Council as **AGENCY** and **CITY OF LOS FRESNOS**, hereinafter referred to as SUB-RECIPIENT, for services for the elderly for the Lower Rio Grande Valley Area Agency on Aging, hereinafter called the AAOA. Whereas the State of Texas, acting through the Health and Human Services (HHS), has designated the AGENCY to act as the AAOA; and whereas the AAOA is the designated **FOCAL** Point and authority under the Older Americans Act to administer OAA funds. HHS and the SUB-RECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to the performance and accomplishment of tasks hereinafter described. For the purposes of this contract, the terms AGENCY and AAOA shall be interchangeable.

## III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2024, and end on September 30, 2025. The LRGVDC-Area Agency on Aging reserves the right to issue multi-year contracts.

## IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all the terms and conditions of this contract and made a part thereof for all purposes.

## V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by the AGENCY of an amendment budget.

## VI. SCOPE OF SERVICES

The SUB-RECIPIENT agrees to provide the services set out in the Title III Service Application and Service Budgets.

## a. Senior Center Operations

The SUBRECIPIENT agrees to serve the number of persons and units and substantially meet all of the goals and outcomes described in the SUB-RECIPIENT'S service application with the AGENCY.

The SUBRECIPIENT shall cite Lower Rio Grande Valley Development Council (LRGVDC) Area Agency on Aging as the primary funding source using the following phrase "funded in part by Lower Rio Grande Valley Development Council Area Agency on Aging" on all printed material.

## VII. TARGETING

The SUBRECIPIENT shall, in accordance with 42 U.S.C. Section 3026, ensure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on (1) Older individuals residing in rural areas; (2) older individuals with the greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas); (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas); (4) older individuals with severe disabilities; (5)older individuals with limited English proficiency; (6) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and caretakers of such individuals; and (7) older individuals at risk for institutional placement and (8) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and (9) Who are Native Americans, if there is a significant population of older people who are Native Americans in the AAA's region. (A Native American is a person who is a member of a tribe that is federally recognized by the Bureau of Indian Affairs.)

## VIII. FUNDING OBLIGATIONS

The SUBRECIPIENT acknowledges that the AGENCY'S obligations hereunder for payment, in consideration of the full and satisfactory performance of activities described in this contract, is limited to monies received from the Health and Human Services (HHS), and that unless and until adequate funds have been received by the AGENCY under the CONTRACT from the said department, the AGENCY shall not have; under terms of this contract any obligations to the SUBRECIPIENT.

The SUBRECIPIENT understands that it must have sufficient financial solvency to sustain said contract performance until adequate funds are received by the AGENCY to reimburse said SUBRECIPIENT.

The AGENCY shall not be liable to the SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the SUBRECIPIENT for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

All expenditures must be in compliance with the SUBRECIPIENT'S procurement procedures and related to the activities as stipulated in the Title III Services Application. All local and out-of-region travel must have 16 business days prior written approval by the AGENCY. The SUBRECIPIENT mileage rate shall not exceed the State maximum allowed for State employees, whichever is more stringent. If the SUBRECIPIENT'S rate is more stringent, then the SUB-RECIPIENT rate shall prevail.

The AGENCY shall not be liable to the SUBRECIPIENT for expenditures made in violation of regulations promulgated under OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

For purposes of this contract, the term "Title III" shall mean, unless specifically noted, any monies funded by Health and Human Services, whether from Title III State General Revenue or another source. The Title III amount allotted under this contract shall not exceed \$40,000. The Title III is broken down by:

a. Senior Center Operations:

\$40,000

## IX. COMPENSATION

AGENCY agrees to make payment to the SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in Title III Service Application and Service Budgets. The SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement request, and programmatic reports.

a. Senior Center Operations – SUBRECIPIENT will be reimbursed on a cost-reimbursement basis.

The AGENCY will pay the SUBRECIPIENT on a cost reimbursement basis for Senior Center Operations and at a unit rate basis for Transportation Demand Response. The SUBRECIPIENT agrees to deliver specific services on an "at risk" basis. Adjustments will be considered only in instances where a service provider suffers operating losses due to events over which they have no control, or reasonably could not have anticipated <u>OR</u> in instances where a service provider experiences significant access revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in cost allocation methodology. "At risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at risk" unit rate will be judged on its own merits.

Unit rates established by the AGENCY shall not exceed rates or rate limitations established by HHS in its rules and regulations.

It is the responsibility of the SUBRECIPIENT requesting a rate increase to provide adequate documentation to assure the AGENCY that the increase is warranted due to circumstances beyond their control. It is the responsibility of the AGENCY to request a rate decrease to provide adequate documentation to assure that the decrease is warranted.

## X. PAYMENT METHODOLOGY

The AGENCY has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section IX, COMPENSATION until the SUBRECIPIENT has provided the services and the requested reimbursement pursuant to the appropriate administrative procedures set out below. In the absence of a written agreement to the contrary, funds will be remitted by the AGENCY to the SUBRECIPIENT on a reimbursement basis for a pre-determined unit amount subject to the appropriate administrative procedures and contingent upon receipt of funds by the AGENCY from Health and Human Services (HHS).

The SUBRECIPIENT shall report eligible units of service and actual allowable expenses to the AGENCY on a monthly basis. Payment of funds to the SUBRECIPIENT by the AGENCY under the terms of this contract shall be subject to the following procedures and conditions.

- a. On or before the due dates as specified in **Attachment C** (Report due dates) the SUB-RECIPIENT will request, in a form prescribed by the AGENCY reimbursement for eligible units of service during the previous month.
- b. The AGENCY will reimburse the SUBRECIPIENT within 20 working days of receipt of a proper request form contingent upon receipt by the AGENCY of funds authorized for this purpose from HHS.
- c. The SUBRECIPIENT will report to the AGENCY by the 5<sup>th</sup> working day of the month if no SUBRECIPIENT units of service were incurred during the previous month under the terms of this contract.
- d. Final request for payment, whether at the completion of the contract period or in the event of early contract termination, must be submitted by the SUBRECIPIENT to the AGENCY within 15 calendar days of the final contract effective date. The AGENCY cannot guarantee payment of reimbursement requests received more than 30 calendar days after the contract completion date.

In the event that SUBRECIPIENT fails to timely submit requests for reimbursement in accordance with paragraphs a, c, and d, of this section, SUB-RECIPIENT waives all rights to timely payment by the AGENCY in accordance with Paragraph b, of this section. Payment may be withheld until the next regular payment cycle for reimbursement requests. The continued failure by the SUBRECIPIENT to timely submit for reimbursement will result in further actions being taken in accordance with the penalties and sanctions herein described.

Final payment shall be based on the information contained in the reimbursement system 60 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

## XI. REPORTING REQUIREMENTS

The SUB-RECIPIENT agrees to submit all required fiscal and programmatic reports in accordance with the report due dates as outlined in **Attachment C.** All reports shall be submitted for each month for the preceding month as a precondition for payment under this contract. The SUBRECIPIENT agrees to maintain fiscal and program documentation to support both fiscal and programmatic reports in conformity with the procedures established by the AGENCY. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

The SUBRECIPIENT shall complete and submit to the AGENCY, all requests for funds on an AGENCY-prescribed form in accordance with the rules and policies of the AGENCY. A final program report shall be submitted to the AGENCY on or before the due date established by the AGENCY not less than 45 days advance notice to the SUB-RECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than November 30, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

## XII. MATCH REQUIREMENTS

The SUBRECIPIENT shall provide a match for the project in the amount of no less than \$7,059. In addition, the Area Agency on Aging requires a special cash match of \$2,000 to be remitted to LRGVDC.

Match will be cash and/or in-kind. Cash match shall be expended for goods and services necessary for the specifically identifiable to the project. The in-kind match shall be based on fair market value of services and goods. Match shall conform to the OAA regulations, administration of grants, Title 45 Part 74 and Health and Human Services (HHS) rules as published in the Texas Administrative Code (40 TA 83.2(J).

## XIII. PROGRAM INCOME

Program income shall be administered in accordance with 40 TAC 83.2 (1), UGMS Subpart C. 25 and all applicable Health and Human Services (HHS) rules. The SUBRECIPIENT shall use all program income and participant contributions collected to further eligible program incomes. All program income and participant contributions collected and expended shall be documented and managed according to the AGENCY Rules and Regulations.

Program income includes but is not limited to cash income from fees for services, from usage or rental fees, from the sale of goods from participant contributions, or other contributions made by or on behalf of, program participants receiving services.

Program income received as contributions will be accounted for daily by at least two persons, one of whom must be an employee of the SUBRECIPIENT and deposited in accordance with policies and procedures established in the SUBRECIPIENT'S policies and procedures.

All other program income shall be accounted for and deposited as outlined in the SUB-RECIPIENT'S policies and procedures.

## XIV. CONTRIBUTION POLICY

The CONTRACTOR shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. The CONTRACTOR shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

The SUBRECIPIENT must post a sign which identifies the full cost of the service, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute. If there are multiple languages spoken by the participant receiving services from the SUBRECIPIENT, contribution and contribution policy signs must be posted in all the prevailing languages.

All ineligible participants shall be required to pay at least the full cost of the service as posted.

## XV. MAINTENANCE OF RECORDS

The SUB-RECIPIENT shall retain all financial records, supporting documents, statistical records and all other records relating to the performance of this contract. The SUBRECIPIENT shall use all standard forms promulgated by HHS, as applicable. The SUBRECIPIENT shall require the use of all such forms for all subcontractors and/or vendors applicable.

All the aforesaid records shall be made available, with reasonable notice, at the SUBRECIPIENT'S office, and shall be maintained for at least (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENTS may maintain all records at a designated central location (i.e., administrative headquarters) for the purposes of this section.

## XVI. ACCESSIBILITY OF RECORDS

The SUBRECIPIENT shall give the AGENCY, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. The SUBRECIPIENT shall include the substance of this provision in all subcontracts.

The SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. The SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

## XVII. AUDIT REQUIREMENTS

The SUBRECIPIENT shall submit a copy of an annual audit of the SUBRECIPIENT, performed by an independent certified public accounting firm within 30 days after receipt of the auditor's report (s) or nine months after the end of the SUBRECIPIENT fiscal year. The audit shall cover the SUBRECIPIENT entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by HHS or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the standards for Audits of Governmental Organizations, Programs, Activities, and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-profit Organizations; and UGMS.

The SUBRECIPIENT understands and agrees the SUBRECIPIENT shall be liable to AGENCY for any costs disallowed because of unresolved questioned costs revealed during the audit. All questioned costs

relating to HHS program shall be resolved within one hundred eighty (180) days following receipt of the SUBRECIPIENT'S audit by the AGENCY, otherwise, disallowance of questioned costs shall be implemented, and the SUBRECIPIENT shall be liable to the AGENCY for disallowed costs.

The SUBRECIPIENT shall have the right to appeal any such disallowance cost in accordance with 40 TAC 81.15, Appeal Procedures for Area Agency on Aging Contractors.

## XVIII. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by the AGENCY or its agents disclose deficiencies in the operation of the SUBRECIPIENT or its subcontractors supported under provisions of this contract, the AGENCY shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties.

The AGENCY or SUBRECIPIENT may elect to terminate this contract upon ten (10) days written notice from the terminating party to the other party. The SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures in accordance with 40 TAC §81.17 as applicable.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding by the SUBRECIPIENT of the project as described herein; or;
- b. Discontinuance of funding to the AGENCY from Health and Human Services; or
- c. Failure of the SUBRECIPIENT to comply with any or all the terms and conditions of this agreement any attachments hereto; or
- d. Agreement between the AGENCY and the SUBRECIPIENT; or
- e. Discovered or disclosed deficiencies in the operation of the project supported under the provisions of this contract.

In the event of termination, the SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to the AGENCY within fifteen calendar days after the date of termination. The AGENCY shall reimburse those units of service delivered in accordance with the contract, prior to termination.

At the date of termination, the AGENCY may require the SUB-RECIPIENT to transfer title and deliver to the AGENCY or to another authorized contractor any property acquired by Federal, or state funds as assigned to the SUBRECIPIENT by the AGENCY for the purpose of this contract.

## XIX. DE-OBLIGATION OF FUNDING

The AGENCY is required to assess the activities of the SUBRECIPIENT at least quarterly during the terms of this contract. If SUBRECIPIENT fails to meet obligated units of service at the time of assessment, the AGENCY may de-obligate such funds that may be determined to be available due to contract noncompliance. The DE-OBLIGATION of funds shall in no way affect the "at risk" unit rate of services. Notification by the AGENCY to the SUBRECIPIENT shall be by written notice.

## XX. RECAPTURE OF PAYMENTS

If the SUBRECIPIENT hereby has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if the SUBRECIPIENT has received funds more than those actually earned, the AGENCY may take appropriate action including the recapture of payment and/or withholding of funds.

## XXI. ASSURANCES & CERTIFICATIONS (Attachment A)

The SUBRECIPIENT hereby provides all assurances required by law as set forth in **Attachment A** to this contract. All assurances and certifications contained in **Attachment A** are hereby incorporated reference into this contract for all purposes as set forth fully herein. The SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

The SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject the SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

## XXII. DEBARMENT & SUSPENSION (Attachment B)

As required by Federal Executive Order 12549, Debarment and Suspension and implementation at 45 CFR Part 92.35, for prospective participants in Federal assistance programs.

The SUBRECIPIENT certifies **Attachment B** to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principles.

The SUBRECPIENTS also agree by signing and submitting **ATTACHMENT B**, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or Contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## XXIII. INDEMNIFICATION

Notwithstanding any of the provisions of this agreement, SUBRECIPIENT hereby agrees to hold the AGENCY harmless from loss, damage, or liability that SUBRECIPIENT may suffer from claims made against it by reason of the services provided by SUBRECIPIENT pursuant to this agreement. It is hereby agreed that SUBRECIPIENT undertakes to indemnify and hold harmless the AGENCY from any liability or damages SUBRECIPIENT may suffer because of claims, demands, costs or judgments against it arising out of the performance of any services by SUBRECIPIENT pursuant to this agreement. SUBRECIPIENT shall; defend, protect, and hold harmless the AGENCY from and against all claims, suites, and actions arising from ay negligent act or omission of the SUBRECIPIENT in the performance of this agreement or in the performance of any contract entered into pursuant to this agreement.

If the AGENCY, in the enforcement of any part of this contract, shall incur necessary expenses or become obligated to pay attorney's fees or court costs, SUBRECIPIENT agrees to reimburse the AGENCY for such expenses, attorney fees, or costs within thirty (30) calendar days after receiving written notice from the AGENCY of the incurring of such expenses, costs, or obligations. The AGENCY agrees to give SUB-RECIPIENT thirty (30) calendar days written notice of any claim made against the AGENCY on the obligations indemnified against.

## XXIV. LIABILITY TO THIRD PARTIES

The AGENCY does not assume any liability to third persons, nor will the AGENCY reimburse the SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

The SUBRECIPIENT shall give the AGENCY or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against the SUBRECIPIENT arising out of the performance of this contract.

The SUBRECIPIENT shall furnish immediately to the AGENCY copies of all pertinent papers received by the SUBRECIPIENT in connection with any such suit, action, or claim. The AGENCY shall have the option to intervene in such actions to represent the AGENCY or HHS interest.

## XXV. CODE OF CONDUCT

The SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees, or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer, or agent; any member of his immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the entity selected for award.

The SUBRECIPIENT officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value for any purpose that is or gives the appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of the SUBRECIPIENT and no other public official or officer or member of the Board of the SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the SUBRECIPIENT or the proceeds thereof.

No board member shall be an employee of the SUBRECIPIENT or be an immediate family member of the employee.

No member or delegate to Congress, or State Official or local elected official shall be allowed to share any or part of this SUBRECIPIENT, or to any benefit that may arise therefrom.

## XXVI. ASSIGNMENT

None of the funds provided to the SUBRECIPIENT by the AGENCY under the terms of this contract or any of the responsibilities and obligations created by this contract may be subcontracted or passed through by the SUBRECIPIENT to another agency for the provision of services described herein without the express written approval of the AGENCY.

## XXVII. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasions, insurrection, accident, or of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributed to its neglect, that in such event the tie for the performance of such obligations or duty shall be suspended until disability to perform is removed.

## XXVIII. POLITICAL ACTIVITY

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

### XXIX. SECTARIAN INVOLVEMENT

The SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted considering HHS rule 40 TAC §69.16 and 45 CFR Chapter 87.

## XXX. RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 45 CFR Part 74, Subpart M) has a right to appeal such action. The applicant shall give notice of appeal to the AGENCY within 10 days after it receives the AGENCY's action letter. Appeals Procedures adopted by HHS and codified at 40 TAC §81.15 will be used as the appeals process.

## XXXI. INDEPENDENT CONTRACTOR

In the performance of obligations under this contract, the SUBRECIPIENT shall act as an independent contractor and not as an agent, representative, or employee of the AGENCY. No employee, agent, or representative of the SUBRECIPIENT shall be considered an employee of the AGENCY nor be eligible for any benefits, rights, or privileges afforded to the AGENCY employees.

## XXXII. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the SUBRECIPIENT. The SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that the AGENCY shall not be liable for any costs incurred by the SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the AGENCY is obtained prior to the expenditure.

## XXXIII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of another provision of this contract.

## XXXIV. APPLICATION OF LAW & VENUE

This contract is governed by and shall be construed in accordance with the laws of the State of Texas. All claims against the AGENCY by SUBRECIPIENT seeking, as a legal right the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in the county in which alleged events occur or the county in which the AGENCY administrative reside. If any legal action is brought for the enforcement of this contract or because of an alleged dispute, breach, default, misrepresentation, or connection with any of the provisions of this contract, each party will bear its own legal expenses and other cost incurred in the action.

## XXXV. FOCAL POINT

The Lower Rio Grande Valley Development Council Area Agency on Aging is the designated focal point for the Rio Grande Valley with two offices in the Region.

AAA Main Office 301 West Railroad Weslaco, Texas 78596 (956)682-3481 Fax (956)682-8852 AAA Satellite Office 1501 North 28<sup>th</sup> St. Suite A-2 Harlingen, Texas 78550 (956) 412-0958 Fax (956)440-8678

## ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the SUBRECIPIENT agency.

Typed Name and Title of Authorized Official	Signature of Authorized Official
	Date
LOWER RIO GRANDE VALLEY DEVELOPM	ENT COUNCIL AREA AGENCY ON AGING
Mr. Manuel Cruz, Executive Director	
	Signature

## CITY OF LOS FRESNOS APPROVED **SENIOR CITIZENS** BUDGET FISCAL YEAR ENDING SEPTEMBER 30, 2025

Section G, Item # 1.

		ACTUAL	BUDGET	PROJECTED	PROPOSED
				TROOLOTED	PROPOSED
	REVENUE	I			
425-1000	INTEREST EARNED	223	50	161	50
425-1200	GRANT REIMBUSEMENT	73,685	79,718	79,494	102,000
	TOTAL REVENUE	73,908	79,768	79,655	102,050
	EXPENDITURES				
525-01100	SALARIES EXPENSE	44,568	46,336	46,336	62,959
525-01500	OVERTIME	73	250	250	250
525-02100	PAYROLL TAXES - FICA	2,732	2,889	2,850	3,904
525-02105	PAYROLL TAXES MEDICARE	639	675	675	913
525-02106	HEALTH & OTHER BENEFITS	8,863	8,918	10,633	10,790
525-02107	PAYROLL TAXES TWC	15	135	15	246
525-02150	RETIREMENT EXPENSE	3,166	3,266	3,266	3,301
525-02160	WORKERS COMPENSATION INSURANCE	105	110	125	126
525-02210	OTHER INS	62	61	65	61
525-04100	OFFICE SUPPLIES	-	3,039	1,500	3,976
525-05100	TELEPHONE	1,539	1,527	1,600	1,600
525-05110	ELECTRICITY	4,144	4,100	4,700	4,700
525-05130	UTILITIES-SENIOR CENTER	636	630	674	674
525-07100	FUEL	1,247	1,500	1,500	1,500
525-08100	VEHICLE REPAIRS & MAINTENANCE	515	732	1,200	1,200
525-11110	BUILDING MAINTENANCE	825	900	891	900
525-12100	BUILDING INSURANCE	3,005	3,050	3,005	3,050
525-12110	LIABILITY INSURANCE	1,636	1,650	1,886	1,900
	TOTAL EXPENSES	73,769	79,768	81,170	102,050
	EXCESS (DEFICIENCY) OF REVENUES	139	_	(1,515)	

OVER (UNDER) EXPENDITURES

## ACTION ITEM REPORT



Item Title:	Consideration and ACTION to approve funding for engineering work
	on the Whipple Road Improvements

**Recommendation:** 



## **IMPROVING MORE THAN JUST ROADS**

November 21, 2024

Mr. Mark Milum City Manager 200 N. Brazil Los Fresnos, TX 78566

Re: Whipple Road- Funding for Professional Engineering Services

Dear Mr. Milum:

On October 31, 2024, the Board of Directors approved Supplemental Work Authorization No. 2 to Work Authorization No. 31 with R.R.P. Consulting Engineers, LLC for professional services including providing engineering services for the preparation of Plans, Specifications & Estimates (PS&E) and environmental services for Whipple Road.

The amount approved for Supplemental Work Authorization No. 2 to Work Authorization No. 31 was \$892,217.96 of which Cameron County Regional Mobility Authority will be funding \$400,000.00.

As per our discussion, the City of Los Fresnos has agreed to participate with \$492,217.96. Thus, please submit a check payable to Cameron County Regional Mobility Authority in this amount.

If you have any questions, please let me know.

Sincerely,

Pete Sepulveda, Jr. Executive Director

Enclosures: Invoice for Whipple Road PS&E

SWA No.2 to WA No. 31 with R.R.P. Consulting Engineers, LLC



## INVOICE

Invoice Number COLF Whipple Rd-1

November 21, 2024 Invoice Date: 492,217.96 BALANCE DUE \$

Terms:

**Net 30** 

Rancho Viejo, TX 78575 3461 Carmen Ave. (956) 621-5571 Bill To: Los Fresnos, Texas 78566

City of Los Fresnos

520 Ocean Blvd.

Reference	Item & Description	Invoice Amount	AN	<b>AMOUNT</b>	
WHIPPLE ROAD	Whipple Road Engineering Services PS&E & Environmental Services	\$ 492,217.96 \$	<b>&amp;</b>		492,217.96
			Balance Due	<del>69</del>	492,217.96

DIRECT ALL INQUIRIES TO:

Victor J. Baron

956-621-5571

vbarron@ccrma.org

Cameron County Regional Mobility Authority MAKE ALL CHECKS PAYABLE TO:

3461 Carmen Ave.

Rancho Viejo, TX 78575

# REVIEWED

By Victor J Barron at 4:17 pm, Nov 21, 2024

Verified by CCRMA Finance Department

## SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 31

This Supplemental Work Authorization No. 2 is made as of this <u>31st</u> day of <u>October</u> 2024, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority (the "Authority") and another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C., General Engineering Consultant (GEC), Assignee.

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including providing engineering services for the preparation of Plans, Specifications & Estimates (PS&E) & Environmental Services for Whipple Road, Cameron County, Texas.* 

## Section A. - Scope of Services

GEC shall perform the Additional Services according to Exhibit B-2.

## Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on Exhibit C-2.

## Section C. - Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$58,217.41 to \$950,435.37, an increase of \$892,217.96 based on the attached fee estimate shown on **Exhibit D-2**. Compensation shall be in accordance with the Agreement.

- C.1. The Authority shall pay the GEC under the following acceptable payment method Lump Sum Payment Method.
- C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

## Section D. – Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A-2 in a timely manner so as not to delay the Services of the GEC.

## Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization: None.

-SIGNATURES ON NEXT PAGE-

RRP Project No. U2716.331 WA31-Whipple Road PS&E SWA No. 2 to WA No. 31

54

Page 1 of 38

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

## **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By: Name: Frank Parker, Jr., Chairman

**Date:** October 31, 2024

## R.R.P. CONSULTING ENGINEERS, L.L.C.

Ahmed Abd-ELMeguid, PhD,
PE

Digitally signed by Ahmed Abd-EL-Meguid, PhD, PE
PC US, PFRP Consulting Engineers, LLC,
ornal-tempolity person, com
Date: 2224,1136 162607-04007 PE

Name: Ahmed Abd-El-Meguid, Vice President

Date: \_\_11/6/2024

## LIST OF EXHIBITS

Exhibit A-2 - Authority's Responsibilities

By:

Exhibit B-2 - Scope of Work

Exhibit C-2 - Work Schedule

Exhibit D-2 - Cost Proposal

## EXHIBIT A-2 Authority's Responsibilities

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

## **GENERAL**

The Authority will provide to the Engineer the following:

- (1) Provide Engineer with a Notice to Proceed.
- (2) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (4) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule referred to in Exhibit B.
- (5) Coordinate with Texas Department of Transportation (TxDOT) for items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

## EXHIBIT B-2 SERVICES TO BE PROVIDED BY THE GEC/Engineer

County: Cameron
Project: Whipple Road

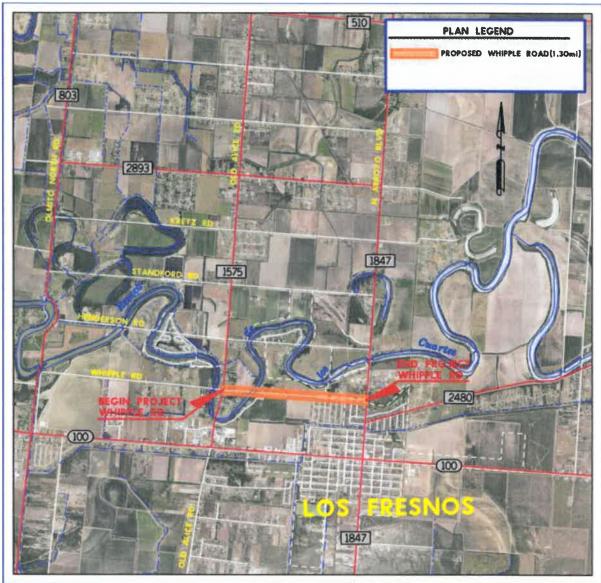
Limits: From: FM 1575 To: FM 1847

CSJ: 0921-06-022

## **Project Overview:**

The Whipple Road Project consists of Updating/Finalizing the Schematic and Plans, Specifications and Estimate (PS&E) for the expansion of an existing 2-lane rural roadway to a 3-lane urban roadway within a varying ROW width. The limits identified above will complete the Whipple Road project.

## These limits are illustrated below:



## **GENERAL REQUIREMENTS**

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable Authority and State's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition), and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the Authority and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). All manuals utilized will be the latest manuals of record at the time of the execution of the work order. In addition, the Engineer shall follow the Authority's guidelines in developing the PS&E package. The Engineer shall prepare each PS&E package in a form suitable for letting through the Authority's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits, and complete all necessary forms for each Design Exception and Waiver required within project limits <u>prior</u> to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the Authority for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the Authority in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

## 1.2. Right-of-Entry and Coordination. OMITTED

**1.3. Progress Reporting and Invoicing.** The Engineer shall submit a monthly written progress report to the Authority's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items The Engineer shall schedule milestone submittals at 30%, 60%, 90% and final project completion phases. The Engineer shall advise the Authority in writing if the Engineer is not able to meet the scheduled milestone review date.

- 1.4. Use of the State's Standards. The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the Authority Project Manager. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.
- 1.5. Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with the latest edition of the State's PS&E Preparation Manual. The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

1.6. Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

## **Environmental**

## TASK 120 – PUBLIC INVOLVEMENT AND SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

## **TASK 120.01 – FIELD INVESTIGATIONS**

The GEC shall conduct environmental investigations and field studies necessary to complete all technical reports, forms, etc., required to support the clearance of the proposed project by the Texas Department of Transportation (TxDOT) Environmental Affairs Division (ENV) as a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) and implementing regulations. Initial field investigations will involve up to three (3) environmental scientists and encompass up to four (4) days and three (3) overnight stays per scientist. One follow-up field investigation, if required, will involve two (2) environmental scientists and encompass up to three (3) days and two (2) nights per scientist.

The GEC shall additionally conduct desk-based reviews of the project area by obtaining and reviewing publicly available data pertinent to the condition of the human and natural environment in the project area.

Prior to the initiation of field investigations, the AUTHORITY shall provide the GEC with available project data including available field survey results, correspondence, and documentation of coordination with resource and/or regulatory agencies. The GEC understands that the AUTHORITY or TxDOT may choose to lead selected agency coordination efforts.

## **TASK 120.02 - TECHNICAL DOCUMENTATION**

The GEC shall prepare technical documentation (reports, forms, etc.) using data obtained in the course of field investigations as well as desk-based reviews of the project area. All technical documentation will be completed using current TxDOT templates and toolkits. All environmental documents shall be submitted to the AUTHORITY and TxDOT electronically though a reasonable number of hardcopies shall be accommodated upon request.

## Subtask 120.02.01 – Social and Economic Impacts

The GEC shall identify and evaluate the social and economic impact of the proposed project. The GEC shall use appropriate data sources, such as US Census Bureau data, windshield surveys, maps, and aerial photographs to determine existing conditions in the project area and the potential for social and economic impacts. Potential social and economic impacts to be documented include:

- Demographics (population, ethnic/racial distribution, income) based on the most recent census or projections therefrom.
- b) Land uses in the project area (commercial, agricultural, community services, etc.).
- Other potential impacts identified in studies of social/economic impacts.

The GEC shall identify potential displacements, potential replacement housing or other replacement sites and racial, ethnic, and income levels of affected individuals and communities, in order to determine any

disproportionate impacts on minority, limited English proficiency, or low-income individuals or communities (i.e., Environmental Justice populations). Social and economic studies shall fulfill the requirements of Executive Order 12898 (on Environmental Justice).

The GEC shall conduct a Community Impacts Assessment, including displacements, changes to access and travel patterns, changes to community cohesion, Environmental Justic Analysis in accordance with Executive Order 12898, and limited English proficiency analysis in accordance with Executive Order 13166. The GEC shall conduct an analysis sufficient to meet the requirements of Federal Highway Administration (FHWA) Technical Advisory T 6640.8A. The Community Impacts Assessment shall follow guidance provided in TxDOT's Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI.

## **Deliverables:**

Community Impacts Assessment Technical Report Form

### Subtask 120.02.02 – Water Resources

The GEC shall document compliance with laws and regulations concerning the management of water resources in accordance with TxDOT's *Environmental Handbook for Water Resources*. Additionally, the GEC shall determine whether the proposed project requires any of the following permits related to water resources:

- a) Texas Pollutant Discharge Elimination System (TPDES)
- b) State water quality certification under Section 401 of the Clean Water Act (CWA)
- c) Nationwide or Individual Permit under Section 404 of the CWA.

The GEC shall not prepare applications for permits related to water resources under this work authorization. Such permit applications, if required, would be prepared under a separate work authorization.

## 120.02.02.01 - Surface Water

)

The GEC shall assess surface water features within the project area (e.g., streams, ponds, drainage ditches, etc.) Surface drainage and the water quality of surface waters would be additionally assessed as needed. Impacts to surface waters would be assessed. The Texas Commission on Environmental Quality (TCEQ) Section 303(d) list of impaired waters would be reviewed to evaluate the potential for the proposed project to adversely affect impaired waters.

## 120.02.02.02 - Waters of the US, including Wetlands

Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the US, including certain wetlands. The US Army Corps of Engineers (USACE) administers the permitting program for actions under Section 404 of CWA. The GEC shall prepare the delineation of waters of the US, including wetlands, for areas within the project area. The delineation would be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the appropriate Regional Supplement.

The GEC shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. For any areas of the project area that are inaccessible, the GEC shall use other available resources such as the Natural Resources Conservation Service (NRCS) Web Soil Survey, aerial photography, topographic maps, and National Wetland Inventory (NWI) data to remotely delineate wetlands to the extent practicable.

The wetland delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence or absence of wetland characteristics. Waters of the US shall be delineated in the field and recorded using hand-held Global Positioning System (GPS) technology with sub-meter accuracy. Areas extending beyond the project area will be noted but not delineated during the field investigation. Wetland data forms shall be completed at vegetative community changes within the project area and/or at defined geographic intervals to determine the geographical boundary of a wetland or the ordinary highwater mark of a water body.

The GEC shall draft a water features delineation report, following TxDOT guidance, which summarizes the methods and results of the delineation activities as well as associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), site photographs, wetland data point locations, acreage summary tables, and other supporting data (e.g., antecedent precipitation data).

## **Deliverables:**

- Surface Water Analysis Form
- Water Features Delineation Report
- Section 404/10 Impacts Table

## Subtask 120.02.03 - Biological Resources

The GEC shall assess project-related impacts to vegetation, protected species, and their habitats and include a description of any unusual vegetation features or noteworthy habitat types identified during field investigations. Vegetation and plant communities shall be identified using the Texas Parks and Wildlife Department (TPWD) Ecological Mapping System of Texas (EMST) data.

For the purposes of this work authorization, protected species shall include:

- a) Species listed by the US Fish and Wildlife Service (USFWS) as threatened, endangered, or proposed for listing as threatened or endangered. (50 CFR 17.11-12).
- b) Species that are candidates for review or listing by the USFWS as threatened or endangered, as per the most recently updated list in the *Federal Register*.
- c) Species listed by the TPWD as threatened, endangered, or as species of greatest conservation need as reflected in the most recently updated Annotated List of Rare Species for Cameron County.
- d) Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).

The GEC shall examine existing data to determine the likelihood that protected species, their habitat, or designated critical habitat (50 CFR 17.94-95) could be impacted by the proposed project and shall report findings in the appropriate technical documentation. Existing data shall include the records of the TPWD Natural Diversity Database. The GEC shall not conduct species-specific presence/ absence surveys for protected species or critical habitat. If required, presence/absence and/or critical habitat surveys would be conducted under a supplemental work authorization.

The GEC shall conduct an analysis of existing wildlife habitat within the project area and potential project-related impacts to wildlife habitat. If the GEC encounters protected species or habitat for protected species, the GEC shall notify the AUTHORITY immediately.

If special habitat features are present, additional details shall be included in the description to clearly describe the feature(s) and to explain why the feature(s) should be regarded as special. Special habitat features include, but are not limited to:

- a) Bottomland hardwoods,
- b) Caves,
- c) Cliffs and bluffs,
- d) Native prairies (particularly those with climax species of native grasses and forbs),
- e) Ponds (temporary or permanent, natural or artificial),
- f) Seeps or springs,
- g) Snags (standing dead trees) or groups of snags,
- h) Water bodies, and
- i) Existing bridges with known or easily observed bird or bat colonies.

The habitat analysis shall contain a description of anticipated impacts to vegetation. The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the type of roadway facility proposed for the project. If lack of access limits field observations for the habitat areas, existing published sources and unmanned aerial systems shall be used to estimate the location and extent of habitat areas. The description of vegetation shall include the acreage for each EMST vegetation type observed.

## **Deliverables:**

- Species Analysis Form
- Species Analysis Spreadsheet
- Documentation of TPWD Best Management Practices

## Subtask 120.02.04 - Hazardous Materials

The GEC shall conduct an Initial Site Assessment (ISA) for potential hazardous materials impacts for the proposed project area in accordance with TxDOT's *Environmental Handbook for Hazardous Materials*. The ISA shall determine the potential for encountering hazardous materials in the general project area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.

The completed ISA shall include, as applicable, copies of search reports including maps depicting the locations of potential or recorded hazardous materials sites, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the GEC to complete the ISA.

Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments are required during future stages of project development, the GEC shall review those findings and commitments with the AUTHORITY.

### **Deliverables:**

Hazardous Materials Initial Site Assessment (ISA) with supporting documentation

## **Subtask 120.02.05 – Cultural Resources**

The GEC shall coordinate with subconsultants and prepare for and attend subconsultant meetings (live or via video conferencing) for the project. The GEC, through a subconsultant, shall conduct archeological investigations designed to satisfy all applicable cultural resource laws and regulations. This subtask shall include a review of records from the Texas Archaeological Research Laboratory (TARL) available on the

Texas Historical Commission's (THC) online Texas Archaeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within one mile (1.6 kilometers) of the proposed project. An archaeologist shall review historical maps, aerial photographs, topographic maps, Web Soil Survey maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the proposed project's Area of Potential Effect (APE). In addition to identifying previously recorded archaeological sites, the Atlas review shall include the following types of information:

- a) National Register of Historic Places (NRHP) properties
- b) State Antiquities Landmarks (SALs)
- c) Official Texas Historical Markers
- d) Recorded Texas Historic Landmarks
- e) Cemeteries
- f) Local neighborhood surveys

Other critical factors to be examined include the level of previous disturbances from residential, commercial, and industrial development; types of soils; and the potential for archaeological deposits to occur. Following the completion of the background review, the subconsultant's Principal Investigator shall prepare a scope of work (including the results of the background review) and submit it to the GEC for review. Upon receipt and incorporation of comments, the subconsultant shall then submit the scope of work concurrently to TxDOT and/or FHWA for their review and comment, along with the Antiquities Permit application for THC review. In general, TxDOT and/or FHWA and THC shall review the scope of work and permit within 30 days of receipt of the application. All work on the proposed project related to cultural resources shall be conducted in accordance with TxDOT's *Guidance: Historical Studies Review Procedures* and *Environmental Handbook for Historic Properties*.

## 120.02.05. – Archeological Survey

The subconsultant's cultural resources personnel shall conduct database searches of the Atlas to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed on the NRHP, as well as SALs. Results of the search shall be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources to guide the field approach.

Field investigations shall be conducted at the Phase I intensive-survey level according to standards finalized in March 2020 and promulgated by the THC and the Council of Texas Archeologists (CTA) in April 2020. The field investigations shall include a pedestrian survey for previously unidentified archeological resources as well as backhoe excavations where appropriate. In addition, this investigation shall evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended (NHPA), or designation as a SAL under the provisions of the Antiquities Code of Texas. Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, shall comply with THC and CTA guidelines. A draft report shall be submitted first to the GEC for comments; these comments shall be incorporated into a revised draft report to be submitted to the THC for review, with a concurrent submittal to the THC via the online E-Trac portal. The AUTHORITY shall also review the submittal prior to submission to THC.

## 120.02.05.02 - Historic Resources Survey

The subconsultant shall conduct the database searches references above as well as any additional archival research required by the THC and TxDOT ENV to establish a historic-resources APE and produce a historic research design for review and approval by the THC and TxDOT ENV. The research design shall comply with current requirements, such as the inclusion of a contextual discussion of recorded resources within 1,300 feet of the APE. If required by TxDOT, a Project Coordination Request (PCR) shall be prepared.

Following THC approval of the historic research design, the subconsultant shall conduct the field investigation, which is assumed to be at the reconnaissance-survey level. Upon completion of the field investigation, the subconsultant's historic staff shall provide a preliminary evaluation of identified resources' potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the NHPA or designation as a SAL under the provisions of the Antiquities Code.

The reporting of results, including preliminary NRHP/SAL evaluations of any identified resources, shall follow guidelines for formatting and content, including an appendix containing data sheets for all identified historic-age resources. Submission of the report, including the number and format of copies, will be coordinated with the GEC, AUTHORITY, and TxDOT (District and/or ENV).

The following assumptions and exclusions shall apply to Subtask 120.02.05:

- a) Assumes a total project length of approximately 1.3 miles within a 60- to 80-foot-wide right-ofway (ROW).
- b) Assumes mechanical trenching will be required by THC.
- c) Assumes that the project ROW is publicly accessible. If access is not available to any portion of the project area, a reasonable and good-faith effort shall be made to document inaccessible parcels from accessible areas.
- d) The following services shall be excluded and, if required or requested by TxDOT and/or the AUTHORITY, provided under a separate work authorization:
  - 1) NRHP nominations,
  - 2) Historic American Buildings Survey and/or Historic American Engineering Record documentation,
  - 3) archeological testing or data recovery, and
  - 4) evaluation/coordination/removal of human remains.

## **Deliverables:**

- Archeological Background Study
- Historic PCR

## **TASK 120.03 - PUBLIC INVOLVEMENT ACTIVITIES**

All public involvement activities for the proposed project shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA, and TxDOT's current policies, procedures, guidance, and document templates.

## Subtask 120.03.01 – Meeting with Affected Property Owners (MAPO)

The GEC shall conduct up to four (4) MAPOs with landowners potentially impacted by the proposed project. A MAPO summary, following TxDOT guidance, shall be completed following the MAPO for documentation purposes. Items discussed in the MAPO (e.g., land use, ROW, ROE, etc.) shall be documented.

### **Deliverables:**

MAPO summary (if MAPO requested by landowners)

## **EXCLUSIONS**

The following items are specifically excluded from this scope of work and, if required or requested, shall be subject to a separate work authorization as Special Services:

- Alternatives analysis.
- Archeological testing and data recovery.

- Bicycle/pedestrian connectivity study.
- Biological Assessment preparation.
- Construction Emissions Mitigation Plan.
- Coordination with resource/regulatory agencies.
- CWA Section 404 Permitting.
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Emergency Response Control Pollution Plan.
- · Environmental permitting.
- Essential Fish Habitat Assessment.
- Hazardous materials investigations beyond the level of an ISA (i.e., Phase II/III environmental site assessments).
- Incidental Take Permit activities.
- Indirect and Cumulative Impacts analysis.
- NEPA compliance documentation beyond the level of a CE (e.g., Environmental Assessment).
- Notice and Opportunity to Comment
- Public Meeting/Hearing and Summaries.
- Project newsletter or project website development.
- Quantitative analysis of Mobile Source Air Toxics.
- Section 4(f) and/or Section 6(f) evaluations.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Storm Water Pollution Prevention Plan.
- Traffic noise analysis.
- US Coast Guard Bridge Permit application.
- Wetland/Stream mitigation and/or mitigation plan.
- Visual/Aesthetic impacts analysis.

## **Schematic**

**Update/Finalize Schematic.** The GEC shall update/finalize the schematic with utility information as well as final design to gain final approval on the Schematic.

## Field Surveying and ROW Mapping

## Field Surveying

The GEC will develop a field survey for the project. Preliminary design considerations will include the following: Texas State Plane South Zone (NAD 83) and (NAVD 88) datum as derived from the TxDOT VRS Real Time Network (RTN.

## **ROW Retracement**

Upon receiving the Notice to Proceed (NTP, the GEC, will commence collecting all Right of Way (R.O.W.) documents for Whipple Road from Cameron County and from the Texas Department of Transportation for plotting purposes in CAD. This will assist the field crews to locate and tie in the ROW monumentation as they may exist in the field and provide sufficient evidence to re-establish the existing ROW along Veterans Airport Drive.

## **Utilities**

A call to the Texas 811 Call Center will be placed to request that all utilities within the project limits are located and marked for our field crews to tie in all above ground visible existing utilities.

## **Survey Control**

This project will consist of the establishment of three 14 control monuments set in concrete. All control points will be set to be intervisible with one another. Each survey control monument will have both horizontal and vertical coordinates that will be referenced to official Benchmarks and Datum points on the Texas State Plane South Zone (NAD 83) and (NAVD 88) datum as derived from the TxDOT VRS Real Time Network (RTN).

## **Updated Topographic Survey**

Will consist of 100-foot cross-sections along Whipple Road. Cross-sections will be taken at vertical breaks and horizontal curve PC's and PT's. All intersecting roads will be cross-sectioned at 100-foot intervals for length of 300 feet past the Whipple Road R.O.W. as well as irrigation canals and/or drainage ditches that intersect with the R.O.W. The cross-sections will include all grade breaks, edge of pavement centerline of road and natural ground at the R.O.W. and 10 feet outside the R.O.W.; and will locate all visible and apparent improvements within the R.O.W. to 10 feet beyond the R.O.W., to include but not limited to: driveways, fences, signs, object markers, drainage culverts and headwalls, power poles, utility poles, water meters, water valves, fire hydrants, utility markers, telephone pedestals, trees, mailboxes, irrigation siphons, etc.

## **Survey Deliverables**

Will include the following files: 2D planimetric CAD file, 3D DTM (surface model with contours), 2D - ROW retracement file, a TIN file, Ascii (X, Y, Z) text file of all the collected survey points and PDF copy of the field notes.

RPLS Signed and Sealed 8 ½" x 11" Survey Control Sketches and an 11" x 17" Survey Control Map will also be created and included in the submittal.

## Right-Of-Way Surveys

This includes the performance of surveys to establish land boundaries, preparation of parcel descriptions and parcel plats, and the preparation of right-of-way (ROW) maps for seven parcels.

The Surveyor shall prepare:

- A. boundary surveys and create Property Descriptions (metes and bounds plus plats);
- B. create GIS files for ROW/ Real Property Asset Map system; and

The standards and deliverables are detailed in Chapter 4, Section 8 of the TxDOT ROW Preliminary Procedures for the Authority to Proceed Manual, and the checklist provided by the Authority.

## **Property Description:**

The Surveyor shall prepare a Property Description(s) for each parcel or tract in the form of a preliminary and a final deliverable(s). Each part of a Property Description shall be signed and sealed by an RPLS. The Surveyor shall prepare preliminary Property Description(s)- for review by the State.

## Metes and bounds descriptions:

The Surveyor shall prepare a metes and bounds description for each parcel of land to be acquired. The Surveyor shall follow the standard formats for metes and bounds descriptions that TxDOT has developed. If requested by the Surveyor, the State will provide copies of the standard formats for metes and bounds descriptions for all purposes of the work authorizations.

## Parcel plats:

The Surveyor shall prepare a parcel plat for each parcel of land to be acquired. The Engineer shall follow the standard formats for parcel plats that the State has developed. If requested by the Engineer, the State will provide copies of the standard formats. Parcel plats must include all items of information shown on the ROW map that concerns the individual parcel.

The Surveyor shall prepare final deliverables:

The Surveyor shall set appropriate monuments on the proposed ROW lines at intersecting property lines, and at all points of curvature (PC), points of tangency (PT), angle points, and intersecting ROW lines of side streets.

The Surveyor shall prepare final, signed, sealed, and dated Property Descriptions.

## **ROW Mapping Deliverables**

The Surveyor shall provide the following:

- 1. Scanned copies of the ownership documents and one D-size paper copy of the Abstract Map and the associated MicroStation graphics files for review purposes.
- 2. Field Survey Data
  - a. A spreadsheet of the property owners and right-of-entry information.
  - b. Scanned copies of the field notes, control data sheets, and a graphics file of all field survey
- 3. Property Description Submittals
  - a. Preliminary Property Description Submittals One paper copy of the preliminary Property Description(s) for review purposes marked "Preliminary – Not to be used for recording purposes", and an electronic copy of each Property Description in PDF format. The ROW (ArcGIS) database template "ROW\_Parcels\_Edits" populated with the preliminary parcels, alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by TxDOT.
  - b. Final Property Description Submittals Two paper sets of the final Property Description(s) showing the metes and bounds descriptions and parcel plats, signed and sealed by a RPLS, and the associated electronic files in PDF and Word formats. Bentley MicroStation parcel plat graphics files and master reference files (MRF).

The ROW (ArcGIS) database template "ROW Parcels Edits" populated with the final parcels, final alignment, and project control points in ArcGIS 10.6.1 format or the current version in use by the State.

## Plans, Specifications, and Estimates (PS&E)

**Data Collection and Field Reconnaissance.** The GEC shall collect, review, and evaluate data described below. The GEC shall notify the Authority in writing whenever the Engineer finds disagreement with the information or documents:

Data, if available, from the Authority, including "as-built plans", existing schematics, right-of-way
maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric
mapping, environmental documents, existing channel and drainage easement data, existing
traffic counts, accident data, Bridge Inspection records, Project Management Information system
(PMIS) data, identified endangered species, identified hazardous material sites, current unit bid
price information, current special provisions, special specifications, and standard drawings.

- 2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
- 3. Utility plans and documents from appropriate municipalities and agencies.
- 4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
- Conduct field reconnaissance and collect data including a photographic record of notable existing features.

<u>DESIGN CONFERENCE</u>. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the Authority (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The GEC shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report for each submittal to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

- Roadway and drainage design parameters
- Engineering and environmental constraints
- Project development schedule
- Other issues as identified by the Authority
- Identify any Design Exceptions and Waivers
- Preliminary Construction Cost Estimate
- Brief discussion on Value Engineering items that can be utilized

<u>ENVIRONMENTAL PERMITS ISSUES AND COMMITMENTS (EPIC) SHEETS</u>. The GEC shall prepare the latest version of the EPIC sheets as per the Environmental Re-Evaluation findings.

Geotechnical Borings and Investigations: The Engineer shall determine the location of proposed soil borings for pavement design. The Authority will review and provide recommendations for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the Authority's recommendations, they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with standard TxDOT geotechnical procedures. The Engineer shall prepare a geotechnical report to include soil boring locations, soil boring logs, lab test results, and pertinent analysis with regard to pavement design.

## **Geotechnical Investigations**

The Engineer shall determine the location of proposed soil borings for pavement design in accordance with the latest edition of the TxDOT Geotechnical Manual.

1. The Engineer shall undertake the following drilling program:

Roadway Pavement Borings:
7 Holes @ 10' depth
Total 7 Borings
Total Linear Footage — 70 linear feet of borings

- All geotechnical work should be performed in accordance with the latest version of the TxDOT Geotechnical Manual. All testing shall be performed in accordance with the latest version of the TxDOT Manual of Test Procedures and/or ASTM Procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
- 3. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, and any analyses for pavement design.
- 4. Pavement Design: The Engineer shall provide a signed and sealed pavement design report to reflect Flexible Pavement Structure options.

## **ROADWAY DESIGN AND FINAL ALIGNMENTS**

**ROADWAY DESIGN.** The Engineer shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the Authority. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the Authority. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes.

The plan view must contain the following design elements:

- Calculated roadway centerlines for roadway and cross streets as applicable. Horizontal control
  points must be shown. The alignments must be calculated using OpenRoads horizontal geometry
  tools
- 2. Pavement edges for all improvements
- 3. Lane and pavement width dimensions.
- 5. Proposed structure locations, lengths, and widths.
- 6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- 7. Drawing scale shall be 1"=100'
- 8. ROW lines and easements.
- 9. Begin and end superelevation transitions and cross slope changes.
- 10. Limits of riprap, block sod, and seeding.
- 11. Existing utilities and structures.
- 12. Benchmark information.
- 13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

- Calculated profile grade for proposed roadway and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
- 2. Existing and proposed profiles along the proposed centerline of the roadway.
- 3. Water surface elevations at major stream crossings for 25-, 50-, and 100-year storms.
- 4. Drawing vertical scale to be 1"=10'.

Typical Sections: The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

Cross Streets and Intersections. The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway. The Engineer shall prepare layouts for the following intersections at FM 2520, FM 732, and FM 1577.

Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

The Engineer shall submit four (4) hard copies and one (1) electronic .pdf copy of sets of drawings at the 30%, 60%, and 90%, and final submittals, respectively. The Engineer shall also submit the current OpenRoads generated 3D corridor model for each submittal.

Plan Preparation. The Engineer shall prepare roadway plans, profiles, and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review profiles, OpenRoads 3D corridor models and cross-sections with the Authority. The profile and cross sections must depict the 25-, 50-, 100- and 500-year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the Authority to determine the most feasible proposed roadway profile. The Authority will approve the proposed profiles, 3D corridor models, and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct roadway and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

Pavement Design. The Engineer shall incorporate the pavement design as approved by the Authority.

Pedestrian and Bicycle Facilities. The Engineer shall coordinate with the Authority to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities.

**Driveways.** The Engineer shall prepare driveway details and a tabular format for each driveway along the project corridor. Unique driveways will require individual details defining their construction. If driveway grades extend past ROW Construction license agreements will be required.

## **HYDROLOGICAL STUDIES AND DRAINAGE DESIGN**

Data Collection. The Engineer shall provide the following data collection services:

- 1. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
- Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the Authority, County, and Federal Emergency Management Agency (FEMA).
- Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
- 4. Review survey data and coordinate any additional surveying needs with the Authority.
- 5. Present existing drainage structures in a 3D corridor MicroStation model.
- 6. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.
- 7. Submit a letter report to the Authority Project Manager detailing completion of data collection.

## **HYDROLOGICAL STUDIES.** The Engineer shall provide the following services:

- Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available.
- 2. Calculate discharges using appropriate hydrologic methods and as approved by the Authority.
- 3. Consider the pre-construction and post-construction conditions in the hydrologic study.
- 4. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.
- 5. Include, at a minimum, the "design" frequency to be specified in the Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP).
- 6. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

## **Complex Hydraulic Design and Documentation.** The Engineer shall provide the following services:

- 1. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- 2. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. 2D models shall not be developed without the express permission of the Authority. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground

- survey and other appropriate sources including but not limited to topographic maps, GIS modeling, and construction plans and existing hydrologic studies.
- 3. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
- 4. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other Authority's approved models that will compute these storage discharge relationships along the channel.
- 5. Consider pre-construction, present and post-construction conditions, as well as future widening, as determined in the Work Authorization.
- 6. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- 7. If required in the individual Work Authorization, compute right of way corridor 1% AEP flood plain volumes for existing and proposed roadway elevations. The Engineer shall provide mitigation to offset a decrease of 1% AEP flood plain volumes.
- 8. Use hydrograph calculations and peak flows to determine the storage required.
- 9. If necessary, present mitigation measures along with the advantages and disadvantages of each. Each method must consider the effects on the entire area. Include approximate construction costs in the report.
- 10. Provide hand calculations which quantify the cut and fill within the 1% AEP flood plain, if any.

**Cross-Drainage Structures.** The Engineer shall provide the following services:

- 1. Determine drainage areas and flows for cross culvert drainage systems.
- 2. Determine the sizing of the drainage crossings. The scope may include extending, adjusting, or replacing non-bridge-class culvert crossing or crossings as specified in the Work Authorization. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the Authority. Cross drainage design shall be performed using HY-8 or HEC RAS.

## **OPERATIONAL DESIGN**

**Signing.** The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the Authority (and other Engineers as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of small signs to be removed, relocated, or replaced.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.
- Show existing signs to remain, to be removed or to be relocated on the Signing and Pavement Marking Layouts.
- Perform signing quantity calculations. Prepare summary sheets for signing.

Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the Authority (and other

Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

- Roadway layout.
- Center line with station numbering.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated or replaced.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be added and removed. Prepare summary sheets.
- Proposed delineators, object markers, and mailboxes.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

#### TRAFFIC CONTROL PLAN

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall maintain a minimum of one lane of traffic in each direction for the duration of the project. Temporary daily lane closures will be permitted. The Engineer shall:

- 1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
- Coordinate with the Authority in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the Authority in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
- Develop each TCP to provide continuous, safe access to each adjacent property during all phases
  of construction and to preserve existing access. The Engineer shall notify the Authority in the
  event existing access must be eliminated and must receive approval from the Authority prior to
  any elimination of existing access.
- 4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.

- 5. Prepare each TCP in coordination with the Authority. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
- Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Authority.
- 7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the Authority in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
- 8. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- 10. Identify and delineate any outstanding ROW parcels.
- 11. Delineate areas of wetlands on traffic control plans.
- 12. Design the TCP phasing by creating a phased 3D corridor model.

#### **DESIGN REVIEW**

The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The Authority's Project Manager may require the Engineer to submit the Engineer's internal mark-up (redlines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the Authority in advance, the Authority, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

#### **COST ESTIMATE**

The Engineer shall independently develop and report quantities necessary to construct the contract in standard Authority bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Excel or any approved method. The estimate shall be provided at each milestone submittal or in TXDOTCONNECT format at the 60%, 90% and Final PS&E submittals per Authority's requirement.

#### **BID PACKAGE**

**General Notes**: The Engineer will review and edit the Pharr Master General Notes and Specification Data List to supplement the standard specifications, special specifications, special provisions, and/or plan sheet notes. The notes shall be in the current Word format.

Contract time determination. The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall provide assistance to the Authority in interpreting the schedule.

**Specifications and General Notes.** The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

The Engineer will prepare any miscellaneous details for construction / design clarification. e Engineer will provide the contract proposal/upfront bidding documents

#### **CONSTRUCTION PHASE SERVICES/LETTING**

The Engineer shall assist the Authority with the following:

- Pre-bid RFI's
- Pre-bid Conference
- Bid Opening
- Bid Tabulation & Review

#### LGPP CHECKLIST FOR PRELIMINARY ENGINEERING

The GEC will be responsible for submitting the Local Government Project Procedures Development Checklist for Advance Project Delivery at each set milestone.

#### **SUBSURFACE UTILITY ENGINEERING (SUE)**

- Utility Engineering Investigation (currently a Level D being performed under APD work order)
  including utility investigations subsurface and above ground prepared in accordance with ASCE
  standard 38-22 defining Utility Quality Levels as follows:
  - a) <u>Utility Quality Levels</u> are defined in cumulative order (least to greatest) as follows:
    - Quality Level D Existing Records: Utilities are plotted from review of available existing records.
    - Quality Level C Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

- Quality Level B Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- 4) Quality Level A Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
- b) <u>Designate (Quality Level B)</u>, Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
  - 1) The Engineer shall:
    - (a) As requested by the State/Authority compile "As Built" information from plans, plats and other location data as provided by the utility owners.
    - (b) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer will examine utility owner's work to ensure accuracy and completeness.
    - (c) Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State/Authority. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
    - (d) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the State/Authority. It is understood by both the Engineer and the State/Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the State/Authority. This information will be provided in the latest version of Microstation or Geopak used by the State/Authority. The electronic file will be delivered on C.D., as required by the State's District Office. A hard copy is required and must be signed, sealed, and dated by the Engineer. When requested by the State's District Office, the designated utility information must be overlaid on the State/Authority's design plans.
    - (e) Determine and inform the State/Authority of the approximate utility depths at critical locations as determined by the State/Authority. This depth indication is understood by both the Engineer and the State/Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.
    - (f) When requested, provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
    - (g) close-out permits as required.

- (h) Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designated (Quality Level B) deliverable.
  - (i) Comply with all applicable State policy and procedural manuals.
- c) <u>Subsurface Utility Locate (Test Hole) Service (Quality Level A)</u>, Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.
  - 1) The Engineer shall:
    - (a) Review requested test hole locations and advise the State/Authority in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
    - (b) Coordinate with utility owner inspectors as may be required by law or utility owner policy.
    - (c) Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
    - (d) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
      - (1) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
      - (2) Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
      - (3) Elevation of existing grade over utility at test hole location.
      - (4) Horizontal location referenced to project coordinate datum.
      - (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
      - (6) Utility facility material(s).
      - (7) Utility facility condition.
      - (8) Pavement thickness and type.
      - (9) Coating/Wrapping information and condition.
      - (10) Unusual circumstances or field conditions.
        - (a) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
        - (b) Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.
        - (c) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
        - (d) Furnish and install a permanent above ground marker (as specified by the State's District Office), directly above the center line of the utility facility.

- (e) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the State/Authority.
- (f) Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information will be provided in the latest version of MicroStation or GeoPak format used by the State/Authority. The electronic file will be delivered on C.D. When requested by the State/Authority, the Locate information must be overlaid on the State/Authority's design plans.
- (g) Return plans, profiles, and test hole data sheets to the State/Authority. If requested, conduct a review of the findings with the State/Authority.
- (e) Close-out permits as required.

#### PROJECT MANAGEMENT

- A. The Engineer will continue to coordinate with AUTHORITY staff, local municipal agencies, and utility companies.
- B. The Engineer will develop geometric and design criteria to establish uniform practices to be followed. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority.
- C. The Engineer will provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- D. The Engineer will recommend approved designs, plans, and specifications and deliver to the Authority for bid advertisement. Assist the Authority in the process of bidding and award of construction contracts. Prepare final estimates of construction costs prior to the opening of construction bids.
- E. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

#### **PS&E Deliverables:**

The Engineer shall provide the following information at each submittal:

#### 1. 60% Plans Submittal:

- Plan sheets in .pdf format for the Authority's review. The sheets shall include the following:
  - Title Sheet
  - Index Sheet (including Corresponding Standard Details Sheets)
  - Existing and Proposed Typical Sections Sheets
  - Plan & Profile Sheets
  - Alignment Data Sheets
  - Hydrologic Drainage Area Maps
  - Corresponding Quantity Summary Sheets
  - Applicable General Notes
  - Hydrologic Computation Sheets
  - Hydraulic Data Sheets
  - Drainage Area Maps
  - Drainage Plan & Profile

- Drainage Structure Details
- Storm Sewer Details If applicable
- Storm Water Pollution Prevention Plan
- EPIC Sheet (Data To be Provided by TxDOT)
- Corresponding Quantity Summary Sheets
- Corresponding Standard Details Sheets
- Applicable General Notes
- o Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Two (2) sets of 11" x 17" Cross Section Sheets.

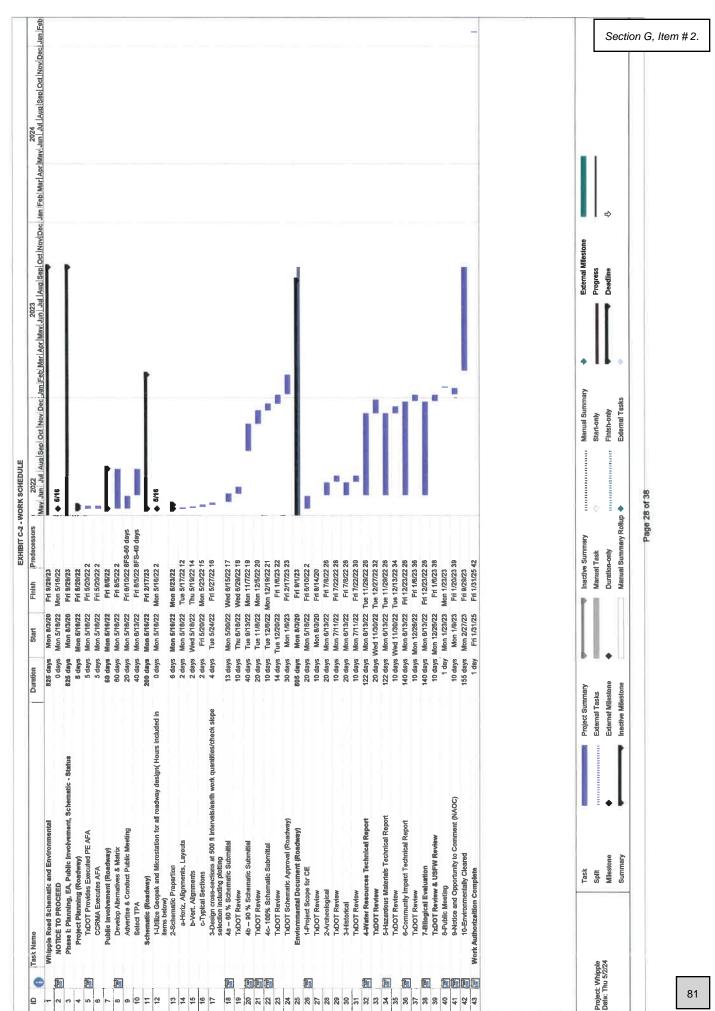
#### 2. Review Submittal (90%):

- Plan sheets in .pdf format for the Authority's Review. In addition to updated sheets from previous submittals also include:
  - Signing and Pavement Marking Sheets
  - Corresponding Quantity Summary Sheets
  - Corresponding Standard Details Sheets
  - Applicable General Notes
- o Preliminary Estimate of Construction Cost.
- o Engineer's internal QA and QC marked up set.
- Revised Supporting Documents from 60% Plans Submittal.
- o Two (2) sets of 11" x 17" Cross Section Sheets.
- o Estimate
- o Specification List
- List of governing Specifications and Special Provisions in addition to those required.
- o Triple Zero Special Provisions.
- Construction Contract Time Schedule Estimate.

#### 3. Final submittal (100%):

- One (1) paper set and PDF copy of 11" x 17" plan sheets.
- One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
- o Revised Supporting Documents from 90% Review Submittal.
- Three (3) originals signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
- o LGPP Checklist
- 4. **Electronic Copies:** The Engineer shall furnish the Authority of the final plans in the format of the current CADD system used by the Authority, .pdf format, and in the Authority's File Management System (FMS) format.
  - o Each CD/DVD shall be labeled and include the following:
    - CS
    - County
    - Highway
    - Date of the CD Burn
    - INTERIM (in 1" letters) Note: As-built shall specify FINAL.
    - Volume sequence (i.e. Disk 1 of 3)
  - The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the Authority contractor to use.

- 5. Calculations: The Engineer shall provide the following:
  - o A 3-ring binder with all quantity and non-structural design calculations.
  - A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements.
     Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances if applicable.
  - The Engineer may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD, DVD, or in ProjectWise (if applicable).



£ 4 £ 2

\$ 1

Page 29 of 38

EXHIBIT D-2 - FEE ESTIMATE

JOB NO.: U2716 SV	RRP JOB NO.: U2716 8WA2 to WA31																
FUNCTION	ревспатом	FIRM	SERVICE	Technical Advisor N	Project E	Env E	Env Env Sciendst III	ly Env		MAN-HOURS Engineer Engineer (Senior) (Project)	r Engineer (Design)	Senior	Engineer in Training I	Admin/Clerical	TOTAL	ESTÎMATED FEE	TOTALS
5	Schematic Schema																
	Update/Finalize Schematic	RRP	BASIC		4					4	12 36	72			128	\$16,367.60	
	Sub Total (110 - Schematic)			0	+	٥	0	•	0	12	36	72	٥	0	128		\$16,367.60
150	FIELD SURVEYING AND PHOTOGRAMMETRY																
	Update Survey and Volds (Inchides ROW and ROW Mapping for 7 Percets)	#GC#	SPECIAL									ij				\$129713.98	
	SUB TOTAL (180 - FIELD SURVEYING AND PHOTOGRAMMETRY)			0	٥	0	0	۰	0		°	٥	°	0	0		\$129,233,98
	ENVIRONMENTAL 80CAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT General FC 720 Categories (1881) (Deliverables)				-												ľ
	12.0.01 Field Investigations 12.0.02.01 = Social and Economic Impacts 12.0.02.02 - Water Recourses	RRP GRP	BASIC		$\parallel$	4		200				24			80 80	\$5.290.80 \$6.290.80	
	120.02.02.01 - Surface Water	Н	BASIC			*		20				10			38	\$3,672.90	
	120.02.02.02 - Weters of the US, including Wetlands 120.02.03 - Biological Resources	Щ	BASIC			থ থ	- 03	900				40			124 96	112,093,20	
	120,02,04 - Hazardous Materials 120,02,05 - Archestoalcath Intonesia Buttle Environmental Services		BASIC			4		90				12			96	\$9 DR4 60	
	120.03 - Resource Agency Coordination 120.04.01 - Meeting with Affected Property Owners (MAPO)	RRP	BASIC			4		30				15			49	\$4,766,95	
	120,04,02 - Notice and Opertunity to Comment Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC	1	BASIC	ľ	+	+							ľ			80'00	
	PLANS SPECIFICATIONS & ESTIMATE			•		5	2					2			140		50,000,500
	Psate Design Conference	RRP	BASIC		2					2	8 12	16	16	60	84	\$7.459.60	
	Environmental Permits, Issues and Commitmenta (EPIC) Hydrological Studies - (See Drainage Design below)	RRP RRP	BASIC		2	+		+	-	2		00	80		0 58	\$3,610.44	
	Roadway Design/Final Agoments	RRP	BASIC		32					60	01	330	683		862	\$112-237.62	
	Traffic - Traffic Pto)ections	CAN	SPECIAL													5197441198	
	Utifity Coordination	RRP	BASIC		93					24		40	80	40	304	\$40,288,00	
	Drainage Design	RRP	BASIC		W ·					N .	-	000	160		484	\$83,438.00	
	Uper auton in Design Traffic Control Plan	RRP	BASIC		0 80			-		10	2 40	120	80		330	\$40,328.00	
	Design Review Cost Edimate	RRP	BASIC	36	(60					4	79				38	\$10 549.00	
	Bid Package	RR	BASIC		00 0					*	89	80	80	18	224	\$25,005.44	
	Letting LGPP Chieckint for Design and 8id Documents	RRP	BASIC		20					200	0 8	10	40	18	108	\$15,567.76	
	Sub Total (~PS&E)			36	168	0	0	0	0 12	174 670	380	77.0	764	98	3,038		\$629,902.23
145	GENERAL COORDINATION																
Н	Project Manager (Proj Coord)(2 HRSWK)	RRP	BASIC		250									a	54	\$14,637.24	
	Progress Methys Monthly	488 488 488 488 488 488 488 488 488 488	BASIC		0 00	$\parallel$	$\prod$	$\parallel$	$\parallel$		1 80 9				24 25	\$4,436.16	
	Internal Meditings - Bi Weekly Project Secretary /CLERICAL (2 hrs/week)	RRP P	BASIC		80						20			54	54 55	53,956,04	
				0	88	0	0	0	0	0 30	90	0	,	62	214		\$37,231.32
	Total Hours			36	260	77	0	410	0 178	712	426	996	768	158	3,927		\$872,236.16
	LABOR TOTALS Total Hours	MULTIPLIER		98	260	24	0	410	0 178	712	426	928	768	158	3.927		\$872,235.16
	CONTRACT RATES, WINAN-HOUR	2.442									4						

Page 30 of 38

CONTRACT: GENERAL CONTRACT: General E CSJ: 0921-06-2 COUNTY: Cameron RRP JOB NO: U2716 SW	CENTRACT: CRRMA CONTRACT: General Engineering Consulting Contract CB1: 0821-08-292 COUNTY: Centeron RPP JORN DES. 1971-18 SWASS	EXHIBIT D-2	2 – FEE ESTIMATE	TIMATE												
									2	MANHOURS					ESTIMATED	
FUNCTION	DESCRIPTION	FIRM	SERVICE	Technical Advisor	Project Manager Ph	Env Planner III Sc	Env Scientist IV Sc	Scientist 3cl	Env Eng Scientist (Se	Engineer Engineer (Senior) (Project)	_	Engineer Senior (Design) CADD	Engineer in Admin/Clerical Training I	TOTAL	Ħ	TOTALS
160																
	NON LABOR	RRP (nl)	SPECIAL -N													
	In-Person Project Meetings (Engineering)	RRP (nt)	SPECIAL -N				-									
	Travel - Misage	RRP (nl)	SPECIAL -N		Mileage	Rate =	0.67	(Seage 5	120		Trips at 2	22			\$1,768.80	
	Field Investigations (Engineering)	RRP (n)	SPECIAL -N													
	Travel - Mitrage	RRP (m)	SPECIAL A		Mileago	e Rate =	78.0	- ubeagu	120		Trips = 1	10			\$304.00	
	In-Person Project Meetings (Environmental)	RRP (nd)	SPECIAL AN													
	Travel - Lodging	RRP (m)	SPECIAL -N	N	Nights =	4	Cost	er fraget =	*	120.00	Tron = 4				\$3,640.00	
	Travel - Meaks	RRP (nl)	SPECIAL -N	2	Days	*	Costpan	par Day =		\$60.00					\$1,920.00	
	Travel - Rental Vehicle	RRP (m)	SPECIAL -N		Days #	4	Rent/Gas	per Day =		\$75.00					\$1,200.00	
	Agency Coordination In-Person Meetings	RRP (m)	SPECIAL-N				1									
	Travel - Lodging	RRP (m)	SPECIAL -N	2	Nights =	4	Cost pe	nr Might **	**	120.00	Trips = 5	2			\$4,000.00	
	Travel - Meats	RRP (nt)	SPECIAL -N	2	Dame	4	Cost p	per Day =		\$60.09					\$2,400.00	
	Travel - Rental Vehicle	RRP (m)	SPECIAL -N		Dinys	4	Rentitions	per Day x		\$75.00					\$1,500.00	
	Coordination Meetings by Agency	RRP (m)	SPECIAL -N		JSACE =		Coher =	2								
	Hardcopy Materials (copies, paper, printing, for public hearing and pop-up events)	RRP (m)	SPECIAL -N				2								20,00	
	Miscelleneous Mileage	RRP (M)	SPECIAL -N												\$1,500,00	
	Equipment for Field Investigations (stakes, pin flags, flagging, etc.)	RRP (m)	SPECIAL -N							0					\$200.00	
	Media Storage Devices (CD, flash drive, etc.)	RRP (nl)	SPECIAL A												\$50,00	
	Sub Total (F.C. 160)															\$19,982.80
	PROJECT TOTAL															\$892,217,96

# Page 31 of 38

# EXHIBIT D-2 COST PROPOSAL

Geotechnical Engineering, Report & Summary

B2Z Engineering



					MANHOURS			
	Whipple Road Project Client: RRP Consulting Engineers	Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	Engineering Tech (EIT)	CADD	Admin/Clerical	Total
TASA	3							
				,				
		7		2				4
	2A Boring Locates and Utility Clearance				4		4	8
	3A   Field Exploration - Field Logging for Soil Borings				8			80
7	4A   Lab Analysis of Soil Borings - Assignments, Soil Logs, Soil Summ, Soil Classific.		2	4	8			14
	18 Pavement Subgrade Stabilization Analysis & Recommendations		2	2				4
	28 Flexible Pavement Design	4	28	62				94
	3B Pavement Material Recommendations		2	2				4
	6B Geo Report	2	4	80		2	2	18
	1C Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.	4	2				2	8
	Subtotal	12	40	80	20	2	80	162
Labor Hours		12	40	80	20	8	80	162
Hourly Base Rates Direct Salary Cost	les st					,	,	
Contract Rate		\$ 230.17	- 1	\$ 149.30	- 1	\$ 74.65	64	
Total Labor Costs	sts	\$ 2,762.04 \$		7,713.60   \$ 11,944.00   \$	\$ 1,695.20	\$ 149.30	49	516.32   \$ 24,780.46
			The state of the s					

LINE ITEM EXPENSES
Printing Reproduction (N/A - Electronic Submittal Only)
\*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)
\*- (Please see page 2, for detailed estimates of testing)

**B2Z Total Cost** 

\$ 37,054.86

\$ \$ 12,274.40

\$ 12,274.40



### EXHIBIT D-2 Geotechnical Field and Laboratory Services Whipple Rd. Project Prepared for RRP Consulting Engineers

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review				
	A. Project Engineer (Staff) - Op. Oversight	Hours		\$ 139.60	\$ -
II.	Utility Clearances / Boring Locates				
	A. Technician (Locate Borings)(Util Clr)	Hours		\$ 93.07	\$ -
	B. Mileage	Mile	120	\$ 0.54	\$ 64.80
III.	Field Exploration				
Α	Mobilization/Demobilization (Drill Rig)	Mile	120	\$ 5.00	\$ 600.00
В	Field Exploration				
	Soil Boring/Rock Coring w SPT	LF	70	\$ 32.00	\$ 2,240.00
	Backfilling Boreholes Bentonite Plug	LF	70	\$ 10.00	\$ 700.00
	3. Supp. Vehicle-Trailer, Tools Water Supply	Mile	120	\$ 0.54	\$ 64.80
	4. Vehicle Charge	Mile	120	\$ 0.54	\$ 64.80
	5. Traffic Control Services (Med Project)	Day	1	\$ 2,500.00	\$ 2,500.00
С	Miscellaneous Field Services				
IV.	Engineering Data Analysis / Report				
	Eng Tech (Soil Classification)	Hours		\$ 93.07	\$ -
	Eng Tech (Logs & Summaries)	Hours		\$ 93.07	\$ -
	Moisture Content (Tex-103-E)	Ea.	35	\$ 14.00	\$ 490.00
	2a. Liquid Limit (Tex-104-E)	Ea.	21	\$ 40.00	\$ 840.00
	2b. Plastic Limit (Tex-105-E)	Ea.	21	\$ 40.00	\$ 840.00
	2c. Plasticity Index (Tex-106-E)	Ea.	21	\$ 50.00	\$ 1,050.00
	3. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.		\$ 95.00	\$ -
	4200 Determination (Tex-111-E)	Ea.	21	\$ 40.00	\$ 840.00
	5. Soils Sulfate Content (Tex-145-E)	Ea.	7	\$ 90.00	\$ 630.00
	6. Lime Series Testing (Tex-121-E - Part 3)	Ea.	3	\$ 450.00	\$ 1,350.00
	Project Sub-Total (Geo Field and Lab)				\$ 12,274.40

## Page 33 of 38

EXHIBIT D-2 COST PROPOSAL

DESCRIPTION	Project Manager	Ouality Manager	Senior Fnaineer	Project Engineer Project Engineer	Project Engineer	Document	Total	Romarks	Task
				Δ	611	Controller	Labor Hrs.		Cost
Task 0. Project Management/Coordination	4		4				60		\$ 1,876.20
Task 1. Review of Existing Information	2		4	4			9		\$ 1,888.90
Task 2. Estimate Future Development	2		4	12	24		42		\$ 5,606.10
Task 3. Develop Traffic Projections	2		9	œ	16		32		\$ 4,627.06
Task 4, Documentation (+TPP Coordination)	2	4	4	9	89	8	35		\$ 5,443.73
Subtotal	16		22	30	48	8	127		\$ 19,441.98
HOURS TOTAL	48	-	20	4	48	a	437		
LABOR RATE PER HOUR	252.60	240 07	216 36	120 62	111 71	80 52			
TOTAL DIRECT LABOR COST				•	# F B B B B B B B B B B B B B B B B B B		4 20 574 24		
					70'ono'e e	al '646' 10	\$ 20,014,24		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	19,65%	4.86%	25,24%	18.89%	28.23%	3.13%	100.00%	СНЕСК	
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	11.94%	% 2.99%	17.91%	22.39%	38.81%	6.97%	100.00%	\$ 20,574.24	
TOTAL DIRECT LABOR COST									\$ 19,441.98
TOTAL DIRECT EXPENSES*									
GRAND TOTAL			Ì						19.441.99

- 1
ď
IIDER NAME: RODS SURVEYING, INC.

œ	SUB PROVIDER NAME: RODS SURVEYING, INC.												
D FRG	WHIPPLE ROAD FROM FM 1675 (OLD ALICE ROAD) TO FM 1847 (ARROYO BLVD)			LABOR	œ				UNIT COST	COST			
	TASK DESCRIPTION	RPLS Project Menager	Senior CADD Operator	CADD	Abstractor	Admin/Clerical		1-WAN SURVEY CREW	2-MAN SURVEY CREW	3-MAN SURVEY CREW	4-MAN SURVEY CREW	Task Labor Hours	Task Labor Budget
	UNLOADED LABOR BILLING RATE	\$180,53	\$115,00	\$100,00	\$85,29	\$65.00	200	\$105,00	\$160,00	\$190,00	\$210.00		
TOP	TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY MAPPING												
	Establish and verify Horizontal and Verdoal Survey Control.  Perform digital leveling between control points as necessary.  Pergera Horizontal and Verdoal Survey Control Index Sheats including control selecthes and 8,5x11* survey control data sheet, all agigned by a Texas RPLS.	16	12	40					0	0.2		148	\$ 23,168,48
	Establish existing right-of-way, secure vesting documents for abuting properly where and essements of record along the conidor. Secure Right-of-Entry. Prepare (8) corner clips parcel plats and M&B for acquisition.	Q	69	130	80	40				99		376	\$ 41,806,38
	Perform topographic surveys, Collect drainage features with invert data, cross-eardions, signs, visible utilities not shown in the topographic file provided, Update as needed.	4	50	120					16	120		310	\$ 43,832.12
	Subtotal Hours	32	122	290	80	40	0	0	28	250	0	834	\$ 108.806.98
	Subtoral Labor Cost	\$ 4,693.78	\$ 14,030.00	\$ 29,000.00	\$ 6,823.20	\$ 2.600.00			\$ 4,160,00	\$ 47,500.00		**	108.806.98
												ODE	Ш
Retu	Reimbursable Direct Expenses	Rate	Unit	Amount	Total							GRAND TOTAL	\$ 129,233.98
J					00000								

Reimbursable Direct Expenses		Rate	Unit	Amount	Total
Mileage	50	0.670	mile	2,000 \$	1,340.00
Lodoing/Hotel - Taxes and Fees	es.	45.00	day/person	\$ 19	3,015.00
Lodging/Hotel (Taxes/fees not included)	44	108.00	day/person	\$ 19	7,236.00
Meals (Excluding alchohol & tips) (Overnight stay required)	65	59.00	day/person	\$ 19	3,953,00
Map Records	50	4.00	sheet	\$ 02	80,00
Deed Copies	55	3,00	sheet	180 \$	240.00
Certified Letter Return Receipt	67	9.00	each	7 8	63.00
Type II ROW Monument - Pound 2-2 Feet (Includes equipment, materials, & rentals). Marker supplied by TxDOT	42	300.00	to so	4	4.200.00
TOTAL REIMBURSABLE DIRECT EXPENSES	L				Įģ

Sub Provider: RODS Subsurface Utility Engineering, Inc.

Specified Rate Fee Payment Basis October 25, 2024

Specified Rate Fee Payment Basi	IS				October 25, 2024
	Salary Classification		Contract Rate	Hours/Quanity	Total
Project Manager			\$199.84	14	\$2,797.76
Engineer			\$96.82	20	\$1,936.40
Engineer-In-Training			\$85.00	0	\$0.00
Senior CADD Operator			\$102.48	0	\$0.00
CADD Operator			\$93.70	0	\$0.00
Admin/Clerical			\$65.00	24	\$1,560.00
Senior Engineer			\$178.61	28	\$5,001.08
SUBTOTAL FOR LABOR				86	\$11,295.24
	Vacuum Excavation Vehicles (Mobilization)	mi	\$4.00	986	\$3,944.00
	Payment Coring	each	\$250.00	10	\$2,500.00
SUE Quality Level B - Utility Design	cords research, designating, engineering,	LF LF	\$0.70 \$1.45	42,100 43,800	\$29,470.00 \$63,510.00
SUE Field Services					
One (1) Designating Person with ed	quipment	Hour	\$105.00	36	\$3,780.00
Two (2) Designating People with eq	uipment	Hour	\$175.00	36	\$6,300.00
/Por tasthola dopth)					
-	Level A: 0 to 4.99 ft.	Each	\$965.00	6	\$5,790.00
	Level A: > 5 to 7.99 ft.	Each	\$1,330.00	6	\$7,980.00
	Level A: > 8 to 12.99 ft.	Each	\$1,600.00	6	\$9,600.00
	Level A: > 13 to 19.99 ft.	Each	\$2,100.00	2	\$4,200.00
	Level A: > 20 ft.	VF	\$155.00	1	\$155.00
SUBTOTAL FOR UNIT COST					\$137,229.00

SUMMARY		
SUBTOTAL FOR LABOR	(see attached)	\$11,295.24
SUBTOTAL FOR UNIT COST	(see above)	\$137,229.00
SUBTOTAL FOR DIRECT EXPENSES	(see attached)	\$23,714.08
TOTAL		\$172,238.32

LABOR	BUDGET BY TASK	\$199.84	\$96.82	\$85.00	\$102.48	\$93.70	\$65.00	\$178.61	
	Subsurface Utility Engineering, Inc. PROVIDER)	Project Manager	Engineer	Engineer-In-Training	Senior CADD Operator	CADD Operator	Admin/Clerical	Senior Engineer	TOTAL
1.0	PROJECT MANAGEMENT (FC 145)								
Α	Progress Meetings - Prep, Attendance, Doc.	14	20					20	\$8,306
В	Invoicing						24	8	\$2,989
SUBTO	OTAL FOR LABOR	14	20	0	0	0	24	28	\$11,295

RODS Subsurface Utility Engineering, Inc. Service to Be Provided	Unit	Fixed Cost	Maximum Cost	Quantity	Total
Travel	-				
QLB SUE Crew					
Lodging/Hotel (Taxes / fees not included)	day/person		\$ 102.00	24	\$ 2,448.00
Lodging/Hotel - Taxes and fees	day/person		\$ 35.00	24	\$ 840.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		\$ 56.00	24	\$ 1,344.00
Mileage	mile		\$ 0.540	1,066	\$ 575.64
QLA SUE Crew					
Lodging/Hotel (Taxes / fees not included)	day/person		\$ 102.00	18	\$ 1,836.00
Lodging/Hotel - Taxes and fees	day/person		\$ 35.00	18	\$ 630.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		\$ 56.00	18	\$ 1,008.00
Mileage	mile		\$ 0.540	986	\$ 532.44
Miscellaneous					
Car Rental	day		\$ 30.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		\$ 3,000.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		\$ 2,500.00	5	\$ 12,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	day		\$ 1,375.00		\$ -
Attenuator trucks - (lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		\$ 400.00	5	\$ 2,000.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		\$ 250.00		\$ -
SUBTOTAL FOR DIRECT EXPENSES		*		•	\$ 23,714.08

# Exhibit D-2 Cost Proposal

		- Select	1868 18 178 178 178 178 178 178 178 178 178	1808 IBW SHEND	Solem refold Anded	Sprachows	Single of the state of the stat	STREETS STREETS		**************************************	Adria Canta			
	· · · · · · · · · · · · · · · · · · ·										Project Summany	Rours	Labour	Total
	Protect Billing Rate (T&M)	\$150.00	\$149.57	\$138.00	\$125.00	\$125.00	\$125.60	\$125.00	\$83.55	\$51.21	Fixed Fee	00.00	20.00	\$0.00
	Total Units (T&M)	3.00	6.00	4.00	200	H	12.00	5.00	6,00	6,00	Tone & Material	90.00	\$7,082.98	\$7,082,98
	Fee (TSM)	\$450.00	\$897.42	\$552,00	\$250.00	33	60	\$625.00	\$501.30	\$307.26	Total	90.00	\$7,082,98	\$7,082,98
WBS Code	Task Name	Units									Task Type	Hours	Labour	Total
	Project Management			2.00						900	Time & Material	00'8	\$583,28	\$583,26
	Archeological Services										Time & Material	30,00	\$3,601.44	\$3,601.44
	Archeological Background Study	1.00	2.00	2:00	2:00	16.00		1.00	6.00		Time & Material	30.00	\$3,601,44	\$3 601.44
	Historical Built Environment Services										Time & Material	22.00	\$2,898.28	\$2,898.28
	aca	2 00	400		-		12.00	4.00			Time & Material	22,00	\$2 898.28	\$2.898.28

FEE ESTIMATE - Whipple Road

#### ACTION ITEM REPORT



Item Title: Consideration and ACTION on the selection of Mayor Pro-tem for a

one-year term.

#### **Recommendation:**

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

Albert Escobedo is the current Mayor Pro-Tem.

#### ACTION ITEM REPORT



**Item Title:**Consideration and ACTION to appoint a member to the Los Fresnos Housing Authority.

#### **Recommendation:**

LF Housing Authority Board Meetings are held the last Wednesday of the month at 5:00 pm and have 2 year terms.

Place 2, Robin Garrett, appointed on 11/9/2021 can no longer serve. The council needs to appoint someone to complete the Place 2 term from now until October 2025.

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

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

#### ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

PLEASE TYPE OR PRINT CLEARLY NAME	
(Last) (First)	(MI)
HOME ADDRESS	
MAILING ADDRESS	
CITY	
HOME PHONE NUMBER:	CELL NUMBER:
E-MAIL ADDRESS:	
EMPLOYER	
OCCUPATION	
BUSINESS ADDRESS	
BUSINESS PHONE #	
COMMITTEES OF INTEREST TO YOU (List no more than 3 committees - please be specific 1	
What education or special training do you have which position? (attach a resume or bio if relevant)	ch you feel particularly fits you for the appointment to this
of this position?	have which will be beneficial in carrying out the responsibilities
Why are you interested in serving on this Committe	
Other Volunteer Commitments?	
SIGNATURE OF APPLICANT	DATE



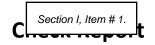
### ACTION ITEM REPORT



Item Title:	Financial Report 1. Monthly 2	2. Year to Date 3. Sales Tax
-------------	-------------------------------	------------------------------

**Recommendation:** 

I recommend approval.





### City of Los Fresnos, TX

By Check Number
Date Range: 11/01/2024 - 11/30/2024

Vendor Number Bank Code: FVB1-GENE	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI	11/01/2024	Regular	0.00	776.42	42387
01565	AMAZON.COM	11/01/2024	Regular	0.00	1,508.53	
	**Void**	11/01/2024	Regular	0.00	•	42389
01506	Anisa Barrera	11/01/2024	Regular	0.00		42390
09860	AT&T MOBILITY	11/01/2024	Regular	0.00	1,672.08	42391
00120	CCID #6	11/01/2024	Regular	0.00	600.00	42392
00004	CITY OF LOS FRESNOS	11/01/2024	Regular	0.00	1,693.86	42393
01019	CivicPlus, LLC	11/01/2024	Regular	0.00	6,860.00	42394
05895	DIRECT ENERGY-UTILITY OPERATIONS	11/01/2024	Regular	0.00	50.89	42395
08103	EMILIO GOMEZ	11/01/2024	Regular	0.00	1,910.00	42396
00206	FIRESTONE BFS RETAIL & COMMERCIAL	11/01/2024	Regular	0.00	728.11	42397
00225	GENE DANIELS	11/01/2024	Regular	0.00	2,550.00	42398
01508	Gordon Cappon	11/01/2024	Regular	0.00	50.00	42399
09685	HANSON PROFESSIONAL SERVICES, INC.	11/01/2024	Regular	0.00	3,675.00	42400
05905	INGRAM LIBRARY SERVICES	11/01/2024	Regular	0.00	15.90	42401
03605	JOHN DEERE GOVT AND NATL	11/01/2024	Regular	0.00	394.39	42402
08386	JUAN C SANCHEZ GOMEZ	11/01/2024	Regular	0.00	230.00	42403
01487	Juan Jose De La Garza	11/01/2024	Regular	0.00	8,000.00	42404
08196	LA HORMIGA TIRE SHOP	11/01/2024	Regular	0.00	60.00	42405
03005	LINEBARGER GOGGAN BLAIR & SAMPSON	11/01/2024	Regular	0.00	8,370.77	42406
00305	LOS FRESNOS CHAMBER OF COMMERCE	11/01/2024	Regular	0.00	3,750.00	42407
01507	Maria Perez	11/01/2024	Regular	0.00	100.00	42408
06450	MOTOROLA SOLUTIONS, INC	11/01/2024	Regular	0.00	50,674.52	42409
00413	O'REILLY AUTO PARTS	11/01/2024	Regular	0.00	215.54	42410
00430	PETTY CASH	11/01/2024	Regular	0.00	58.23	42411
01125	RECORDS CONSULTANTS, INC.	11/01/2024	Regular	0.00	1,050.00	42412
07855	REGION STAFFING, INC	11/01/2024	Regular	0.00	2,502.40	42413
08263	RIO COMFORT A/C & HEATING, LLC	11/01/2024	Regular	0.00	1,374.00	42414
03465	SIRCHIE FINGERPRINT LABORATORIES	11/01/2024	Regular	0.00		42415
01114	SOCIETY FOR HUMAN RESOURCE MANAGEMEN	11/01/2024	Regular	0.00	264.00	
01382	Southern Trenchless Solutions, LLC.	11/01/2024	Regular	0.00	4,100.00	
01362	TOPS - THE OUTDOOR POWER STORE	11/01/2024	Regular	0.00	208.10	
08257	TOTAL IMAGING SOLUTIONS, INC	11/01/2024	Regular	0.00	1,039.53	
08455	VEAE COMMUNICATION SERVICES LLC	11/01/2024	Regular	0.00	800.00	
08298	VESTIS GROUP, INC	11/01/2024	Regular	0.00	117.88	
09940	XEROX FINANCIAL SERVICES	11/01/2024	Regular	0.00	249.91	
00680	ZARSKY LUMBER	11/01/2024	Regular	0.00		42423
01930	LOS FRESNOS RODEO COMMITTEE	11/04/2024	Regular	0.00	1,500.00	
01342	RGV HR Consortium	11/05/2024	Regular	0.00	100.00	
08925	ADAPCO LLC	11/07/2024	Regular	0.00	1,814.55	
01511	DEPARTMENT OF INFORMATION RESOURCES	11/07/2024	Regular	0.00		42427
08455	VEAE COMMUNICATION SERVICES LLC	11/07/2024	Regular	0.00	1,592.00	
08269	107 NURSERY & GARDEN CENTER	11/15/2024	Regular	0.00	1,060.80	
03185	A&A TOWING AND RECOVERY LLC	11/15/2024	Regular	0.00		42430
06570	AERACI.COM	11/15/2024	Regular	0.00		42431
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI		Regular	0.00	160.00	
01515	Alexis Dominique	11/15/2024	Regular	0.00	100.00	
07320	ALLIED WASTE SERVICES	11/15/2024	Regular	0.00	83,949.70	
01346	Alvarado Architects & Associates, Inc	11/15/2024	Regular	0.00	1,017.50	42435 42436
05130 01302	APPLIED CONCEPTS INC	11/15/2024	Regular	0.00 0.00	1,090.00	
01302	BIG M PEST CONTROL, LLC	11/15/2024 11/15/2024	Regular Regular	0.00	· ·	42437
04345	**Void**	11/15/2024	=	0.00	3,000.00	
04345	CAMERON COUNTY CLERK'S OFFICE	11/15/2024	Regular	0.00	1,000.00	
UTJTJ	CAMERON COUNTY CLERK'S OFFICE	11/13/2024	Regular	0.00	1,000.00	7474U

**Check Report** 

Date Range Section I, Item # 1.

спеск керогт				Da	te Kange	
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04620	CAMERON COUNTY TAX ASSESOR COLLECTOR	11/15/2024	Regular	0.00		42441
06715	CHEMTEX INDUSTRIES, LLC	11/15/2024	Regular	0.00	285.00	
03545	CITY OF BROWNSVILLE	11/15/2024	Regular	0.00		42443
08328	DANA SAFETY SUPPLY, INC	11/15/2024	Regular	0.00	160.00	
01522	DELL MARKETING LP	11/15/2024	Regular	0.00	46,641.17	
05895	DIRECT ENERGY-UTILITY OPERATIONS	11/15/2024	Regular	0.00	493.57	
01510	DIVERSITECH SYSTEMS & SALES GROUP, INC	11/15/2024	Regular	0.00	2,176.86	
01211	EDWARD GUERRERO	11/15/2024	Regular	0.00	700.00	
08103	EMILIO GOMEZ	11/15/2024	Regular	0.00	1,175.62	
03200 04635	ENRIQUE C JUAREZ	11/15/2024 11/15/2024	Regular	0.00 0.00	3,375.00 105.00	
01518	FOUR STAR DRIVE IN RESTAURANT	11/15/2024	Regular Regular	0.00	300.00	
00215	Francisco Rocha	11/15/2024	Regular	0.00	715.77	
02095	GALLS, LLC	11/15/2024	Regular	0.00	100.00	
03810	GFGARIA III. BED	11/15/2024	Regular	0.00	320.00	
05905	GREGORIO PINA III, PhD INGRAM LIBRARY SERVICES	11/15/2024	Regular	0.00	184.40	
06260	JIMMY CLOSNER	11/15/2024	Regular	0.00	9,485.30	
08386	JUAN C SANCHEZ GOMEZ	11/15/2024	Regular	0.00	530.00	
01520	Kassandra Velasquez	11/15/2024	Regular	0.00		42459
00280	L T BOSWELL, LLC	11/15/2024	Regular	0.00	376.35	
08196	LA HORMIGA TIRE SHOP	11/15/2024	Regular	0.00		42461
01445	LAW OFFICE OF GERRY LINAN	11/15/2024	Regular	0.00	2,500.00	
03405	LEXISNEXIS RISK DATA MANAGEMENT INC	11/15/2024	Regular	0.00	100.00	42463
08239	LOS FRESNOS NEWS	11/15/2024	Regular	0.00	520.00	42464
08675	LUIS ANGEL RAMOS	11/15/2024	Regular	0.00	10,711.48	42465
05785	MAXIMINO TORRES	11/15/2024	Regular	0.00	675.00	42466
06450	MOTOROLA SOLUTIONS, INC	11/15/2024	Regular	0.00	6,456.67	42467
01274	NewLane Finance Company	11/15/2024	Regular	0.00	583.00	42468
08080	NOVA HEALTHCARE, P.A.	11/15/2024	Regular	0.00	308.06	42469
00413	O'REILLY AUTO PARTS	11/15/2024	Regular	0.00	1,261.12	42470
	**Void**	11/15/2024	Regular	0.00	0.00	42471
01517	Priscilla Garza	11/15/2024	Regular	0.00	50.00	42472
08244	PROFESSIONAL SERVICE INDUSTRIES, INC	11/15/2024	Regular	0.00	912.00	42473
00915	PURCHASE POWER	11/15/2024	Regular	0.00	640.11	42474
01514	Rafael Rodriguez	11/15/2024	Regular	0.00		42475
07855	REGION STAFFING, INC	11/15/2024	Regular	0.00	2,182.40	
01519	Ricardo Ayala	11/15/2024	Regular	0.00	150.00	
08263	RIO COMFORT A/C & HEATING, LLC	11/15/2024	Regular	0.00	290.00	
08206	SAFEGUARD FIRE	11/15/2024	Regular	0.00	536.90	
07555	SMARTCOM TELEPHONE	11/15/2024	Regular	0.00	1,271.90	
01645	STAPLES	11/15/2024	Regular	0.00	698.39	
05350 08385	TEAM GRAPHIX & AWARDS	11/15/2024	Regular	0.00 0.00	126.00 1,320.00	
00530	TEXAS DEPT OF CRIMINAL JUSTICE-TX CORRECT	11/15/2024	Regular Regular	0.00	1,669.92	
08017	TEXAS MUNICIPAL LEAGUE	11/15/2024	Regular	0.00	350.00	
05010	THE GRAFIK SPOT LLC	11/15/2024	Regular	0.00	23,148.00	
08455	TX DOT - TRUST FUND	11/15/2024	Regular	0.00	4,501.94	
08298	VEAE COMMUNICATION SERVICES LLC VESTIS GROUP, INC	11/15/2024	Regular	0.00	150.76	
09635	VISTA COM	11/15/2024	Regular	0.00	6,484.00	
00680	ZARSKY LUMBER	11/15/2024	Regular	0.00		42490
01512	MASCORRO, GABRIELA MARIA	11/15/2024	Regular	0.00		42491
01513	RODRIGUEZ, SAIDEL	11/15/2024	Regular	0.00	144.00	
08047	BIANCA ROCHA	11/20/2024	Regular	0.00	135.00	42493
08455	VEAE COMMUNICATION SERVICES LLC	11/20/2024	Regular	0.00	480.00	
01487	Juan Jose De La Garza	11/21/2024	Regular	0.00	2,000.00	
01529	A-1 PRO TERMITE & PEST CONTROL	11/27/2024	Regular	0.00	700.00	
01301	AGUILAR'S AUTOMOTIVE AND DIESEL REPAIR SI		Regular	0.00	140.00	42497
00130	CAMERON APPRAISAL DIST.	11/27/2024	Regular	0.00	11,681.00	42498
01521	CAR TOYS STX, LLC	11/27/2024	Regular	0.00	195.00	42499
05895	DIRECT ENERGY-UTILITY OPERATIONS	11/27/2024	Regular	0.00	9,129.27	42500
00215	GALLS, LLC	11/27/2024	Regular	0.00	632.12	42501

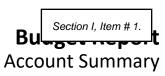
11/27/2024 8:51:02 AM 97 Check Report Date Range Section I, Item # 1.

спеск керогт				Da	te kange	
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00225	GENE DANIELS	11/27/2024	Regular	0.00	2,550.00	42502
07755	JACQUELINE MOYA	11/27/2024	Regular	0.00	135.00	42503
03605	JOHN DEERE GOVT AND NATL	11/27/2024	Regular	0.00	699.28	42504
08386	JUAN C SANCHEZ GOMEZ	11/27/2024	Regular	0.00	300.00	42505
01487	Juan Jose De La Garza	11/27/2024	Regular	0.00	3,244.50	42506
08248	KONICA MINOLTA PREMIERE FINANCE	11/27/2024	Regular	0.00	440.92	42507
08196	LA HORMIGA TIRE SHOP	11/27/2024	Regular	0.00	83.00	42508
00336	LOS FRESNOS AMBULANCE SERVICE INC.	11/27/2024	Regular	0.00	45,000.00	42509
00300	LOS FRESNOS BOYS & GIRLS CLUB	11/27/2024	Regular	0.00	15,000.00	42510
00305	LOS FRESNOS CHAMBER OF COMMERCE	11/27/2024	Regular	0.00	5,250.00	42511
08239	LOS FRESNOS NEWS	11/27/2024	Regular	0.00	1,675.00	42512
00335	LOS FRESNOS VOLUNTEER	11/27/2024	Regular	0.00	43,750.00	42513
05785	MAXIMINO TORRES	11/27/2024	Regular	0.00	685.00	42514
00413	O'REILLY AUTO PARTS	11/27/2024	Regular	0.00	174.56	42515
08027	PABLO GARZA	11/27/2024	Regular	0.00	623.70	42516
00430	PETTY CASH	11/27/2024	Regular	0.00	70.96	42517
01275	PITNEY BOWES INC	11/27/2024	Regular	0.00	250.92	42518
07855	REGION STAFFING, INC	11/27/2024	Regular	0.00	1,228.80	42519
01523	Ricardos Restaurant LLC	11/27/2024	Regular	0.00	295.00	42520
09000	ROCHA INFRASTRUCTURE CONSTRUCTION	11/27/2024	Regular	0.00	450.00	42521
05350	TEAM GRAPHIX & AWARDS	11/27/2024	Regular	0.00	90.00	42522
00545	TEEX	11/27/2024	Regular	0.00	287.00	42523
05930	TMCA	11/27/2024	Regular	0.00	365.00	42524
08257	TOTAL IMAGING SOLUTIONS, INC	11/27/2024	Regular	0.00	1,017.68	42525
04650	TYLER TECHNOLOGIES	11/27/2024	Regular	0.00	2,020.58	42526
08455	VEAE COMMUNICATION SERVICES LLC	11/27/2024	Regular	0.00	1,184.00	42527
08298	VESTIS GROUP, INC	11/27/2024	Regular	0.00	81.70	42528
00680	ZARSKY LUMBER	11/27/2024	Regular	0.00	192.26	42529
01332	PNC BANK NATIONAL ASSOCIATION	11/06/2024	Bank Draft	0.00	15.14	DFT0000907
01332	PNC BANK NATIONAL ASSOCIATION	11/06/2024	Bank Draft	0.00	100.00	DFT0000908
01332	PNC BANK NATIONAL ASSOCIATION	11/06/2024	Bank Draft	0.00	0.99	DFT0000909
01332	PNC BANK NATIONAL ASSOCIATION	11/06/2024	Bank Draft	0.00	11,692.73	DFT0000913
00001	CITY OF L.F. PAYROLL ACCT	11/08/2024	Bank Draft	0.00	132,663.95	DFT0000915
08174	ELAVON, INC	11/04/2024	Bank Draft	0.00	194.48	DFT0000925
08222	OPENEDGE	11/04/2024	Bank Draft	0.00	128.15	DFT0000926
08222	OPENEDGE	11/04/2024	Bank Draft	0.00	1,151.48	DFT0000927
08222	OPENEDGE	11/04/2024	Bank Draft	0.00	1,950.49	DFT0000928
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	0.99	DFT0000930
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	1,230.33	DFT0000931
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	-110.92	DFT0000932
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	74.97	DFT0000933
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	15.14	DFT0000934
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	203.00	DFT0000935
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	•	DFT0000936
01332	PNC BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	•	DFT0000938
00001	CITY OF L.F. PAYROLL ACCT	11/21/2024	Bank Draft	0.00	132,460.29	DFT0000940

#### Bank Code FVB1 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	258	140	0.00	489,885.99
Regulai Checks	230	140	0.00	409,000.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	43	18	0.00	287,498.99
EFT's	0	0	0.00	0.00
_	301	161	0.00	777 384 98

11/27/2024 8:51:02 AM Pa





For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND	EDTV TAVES						
Department: 400 - PROP	ERTY TAXES						
01-400-0100	CURRENT PROP TAXES	1,389,115.00	1,389,115.00	201,673.28	1,293,078.80	-96,036.20	93.09 %
01-400-0105	PROPERTY TAX DISCOUNT	-55,000.00	-55,000.00	-8,067.53	-40,786.20	14,213.80	74.16 %
01-400-0110	DELINQUENT PROP TAXES	25,000.00	25,000.00	4,895.20	13,950.25	-11,049.75	55.80 %
01-400-0120	PENALTY & INT	26,000.00	26,000.00	1,212.79	2,583.16	-23,416.84	9.94 %
01-400-0130	PROPERTY TAX ADUSTMENT	-25,000.00	-25,000.00	-4,092.43	-19,858.60	5,141.40	79.43 %
	Revenue Total:	1,360,115.00	1,360,115.00	195,621.31	1,248,967.41	-111,147.59	91.83 %
ι	Department: 400 - PROPERTY TAXES Total:	1,360,115.00	1,360,115.00	195,621.31	1,248,967.41	-111,147.59	91.83 %
Department: 407 - POLIC	· ·F						
Revenue	-						
01-407-0240	MUNICIPAL COURT REVENUE	650,000.00	650,000.00	44,514.39	90,064.52	-559,935.48	13.86 %
01-407-0241	COURT FEES-TECH	24,000.00	24,000.00	1,501.20	3,087.20	-20,912.80	12.86 %
01-407-0242	LOCAL TRUANCY PREVENTION FUND	26,000.00	26,000.00	1,740.00	3,589.00	-22,411.00	13.80 %
01-407-0243	LOCAL MUNICIPAL JURY FUND	500.00	500.00	34.80	71.80	-428.20	14.36 %
01-407-0260	COURT FEES-JUDGE	75.00	75.00	2.50	7.50	-67.50	10.00 %
01-407-0270	COURT FEES- SECURITY	26,500.00	26,500.00	1,794.00	3,683.00	-22,817.00	13.90 %
01-407-0280	COURT FEES-CHILD SAFETY FUND	7,000.00	7,000.00	195.00	547.00	-6,453.00	7.81 %
<u>01-407-0290</u>	COURT FEES-SPECIAL EXPENSE	46,000.00	46,000.00	2,291.00	5,930.00	-40,070.00	12.89 %
01-407-0310	POLICE RECORD FEES	200.00	200.00	33.00	54.00	-146.00	27.00 %
<u>01-407-1045</u>	SHOOTING RANGE REVENUE	34,000.00	34,000.00	0.00	2,880.00	-31,120.00	8.47 %
<u>01-407-1061</u>	POLICE EDUCATION FROM STATE	1,500.00	1,500.00	0.00	0.00	-1,500.00	0.00 %
<u>01-407-1076</u> 01-407-1091	VEST BVP GRANT	1,750.00	1,750.00	0.00	879.36	-870.64	50.25 %
01-407-1091	SERVICE CONTRACT - LFCISD	28,000.00	28,000.00	0.00	0.00	-28,000.00	0.00 %
	Revenue Total:	845,525.00	845,525.00	52,105.89	110,793.38	-734,731.62	13.10 %
	Department: 407 - POLICE Total:	845,525.00	845,525.00	52,105.89	110,793.38	-734,731.62	13.10 %
Department: 410 - CODE	ENFORCEMENT						
Revenue							
<u>01-410-1014</u> 01-410-1016	GARAGE SALE PERMITS	3,000.00	3,000.00	390.00	800.00	-2,200.00	26.67 %
01-410-1010	HEALTH INSPECTIONS	4,500.00	4,500.00	170.00	500.00	-4,000.00	11.11 %
01-410-1020	TRANSFER IN - SELF SUPPORTING D LOT MOWING	736,370.00 500.00	736,370.00 500.00	0.00 0.00	0.00 0.00	-736,370.00 -500.00	0.00 % 0.00 %
01 110 1100	Revenue Total:	744,370.00	744,370.00	560.00	1,300.00	-743,070.00	0.17 %
Dave	_	·	·		1,300.00	·	
•	artment: 410 - CODE ENFORCEMENT Total:	744,370.00	744,370.00	560.00	1,300.00	-743,070.00	0.17 %
Department: 412 - SOLID	WASTE						
<b>Revenue</b> 01-412-1090	CARRACE COLLECTION RECIDENTIAL	26,000,00	26 000 00	62.070.50	72 000 74	47.000.74	204.26.0/
<u>01-412-1000</u>	GARBAGE COLLECTION COMMERCIA	26,000.00 35,000.00	26,000.00	62,079.58	73,908.74	47,908.74	284.26 %
<u>01-412-1110</u>	GARBAGE COLLECTION-COMMERCI COLLECTED SALES TAX-GARBAGE	19,500.00	35,000.00 19,500.00	47,420.95 1,944.93	51,515.37 3,883.86	16,515.37 -15,616.14	147.19 % 19.92 %
01-412-1112	GARBAGE PENALTIES RECEIVABLE	35,000.00	35,000.00	4,338.01	6,603.59	-28,396.41	18.87 %
<u> </u>	Revenue Total:	115,500.00	115,500.00	115,783.47	135,911.56	20,411.56	117.67 %
	_		·		·	·	
	Department: 412 - SOLID WASTE Total:	115,500.00	115,500.00	115,783.47	135,911.56	20,411.56	117.67 %
Department: 416 - LIBRA	RY						
Revenue 01-416-1017	LIBBARY CORYANA CHINE / FAVE	7.000.00	7.000.00	202 52	700 70	6 270 25	10.20.01
<u>01-416-1017</u> <u>01-416-1131</u>	LIBRARY-COPY MACHINE/FAXES	7,000.00	7,000.00	293.50	720.78	-6,279.22	10.30 %
01-410-1131	LIBRARY REVENUES  Revenue Total:	1,500.00 <b>8,500.00</b>	1,500.00 <b>8,500.00</b>	30.75 <b>324.25</b>	164.25 <b>885.03</b>	-1,335.75 - <b>7,614.97</b>	10.95 % 10.41 %
	_		<u> </u>			· · · · · · · · · · · · · · · · · · ·	
	Department: 416 - LIBRARY Total:	8,500.00	8,500.00	324.25	885.03	-7,614.97	10.41 %

For Fiscal: 2024-2025 Per Section I, Item # 1.

budget heport				10111300	2024 2025 1	٠٠ <u>ــــــ</u>	
		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(,	
Department: 430 - FRA	ANCHISE FEES						
Revenue							
<u>01-430-0200</u> <u>01-430-0202</u>	STATE SALES TAX	1,976,000.00	1,976,000.00	166,977.27	315,750.04	-1,660,249.96	15.98 %
01-430-0210	HOTEL/MOTEL TAX	20,000.00	20,000.00	1,447.28	2,441.38	-17,558.62	12.21 %
01-430-0220	FRANCHISE FEE - AEP AT&T LEASE	200,000.00 39,600.00	200,000.00 39,600.00	20,426.46 0.00	42,396.70 3,300.00	-157,603.30 -36,300.00	21.20 % 8.33 %
01-430-0230	FRANCHISE FEE - AT & T	1,100.00	1,100.00	216.11	216.11	-36,300.00	8.33 % 19.65 %
01-430-0245	FRANCHISE FEE - TWC	50,000.00	50,000.00	10,450.10	10,450.10	-39,549.90	20.90 %
01-430-0256	PEG CAPITAL FEE	10,000.00	10,000.00	2,090.02	2,090.02	-39,349.90 -7,909.98	20.90 %
01-430-0261	FRANCHISE FEE - GARBAGE	105,000.00	105,000.00	0.00	9,327.74	-95,672.26	8.88 %
01-430-0271	FRANCHISE FEE - TEXAS GAS	7,000.00	7,000.00	0.00	0.00	-7,000.00	0.00 %
01-430-0275	SKYWAY	8,900.00	8,900.00	769.76	1,539.52	-7,360.48	17.30 %
01-430-0281	RIGHT OF WAY FRANCHISE FEES	5,000.00	5,000.00	1,278.87	1,283.31	-3,716.69	25.67 %
	Revenue Total:	2,422,600.00	2,422,600.00	203,655.87	388,794.92	-2,033,805.08	16.05 %
	Department: 430 - FRANCHISE FEES Total:	2,422,600.00	2,422,600.00	203,655.87	388,794.92	-2,033,805.08	16.05 %
	•	2,422,000.00	2,422,000.00	203,033.07	300,734.32	-2,033,003.00	10.05 /0
Department: 444 - MIS	SCELLANEOUS						
<b>Revenue</b> 01-444-1000	INTERECT EARNIER	115 000 00	115 000 00	0.00	F 607.7F	100 202 25	4.00.0/
01-444-1002	INTEREST EARNED CDC ADMIN REVENUE	115,000.00	115,000.00	0.00 0.00	5,607.75 0.00	-109,392.25	4.88 % 0.00 %
01-444-1015	LICENSE & PERMITS	15,000.00 180,000.00	15,000.00 180,000.00	10,369.41	22,888.14	-15,000.00 -157,111.86	12.72 %
01-444-1025	RENTAL FEE COMMUNITY CENTER	14,000.00	14,000.00	1,475.00	2,350.00	-11,650.00	16.79 %
01-444-1027	MISCELLANEOUS INCOME	15,000.00	15,000.00	2,162.30	3,497.32	-11,502.68	23.32 %
01-444-1028	RENTAL FEES PARKS	2,300.00	2,300.00	0.00	360.00	-1,940.00	15.65 %
01-444-1029	COMMUNITY CENTER BLDG SECURI	4,500.00	4,500.00	180.00	420.00	-4,080.00	9.33 %
01-444-1040	PLAT REVIEW FEES	20,000.00	20,000.00	0.00	350.00	-19,650.00	1.75 %
01-444-1081	POOL ADMISSION/ RENTAL	4,800.00	4,800.00	0.00	200.00	-4,600.00	4.17 %
01-444-1085	CREDIT CARD PROCESSING FEE	25,000.00	25,000.00	1,859.52	3,611.50	-21,388.50	14.45 %
01-444-1094	SWIMMING LESSONS INCOME	18,000.00	18,000.00	0.00	0.00	-18,000.00	0.00 %
	Revenue Total:	413,600.00	413,600.00	16,046.23	39,284.71	-374,315.29	9.50 %
	Department: 444 - MISCELLANEOUS Total:	413,600.00	413,600.00	16,046.23	39,284.71	-374,315.29	9.50 %
Department: 490 - GR	ANTS						
Revenue							
01-490-1251	GRANT REVENUE - OSG OVERTIME	81,320.00	81,320.00	0.00	13,197.15	-68,122.85	16.23 %
01-490-1253	GRANT REVENUE - LBSP	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
01-490-1254	REIMBURSE-DSRIP COMMUNITY H	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
01-490-1255	HOMELAND SECURITY GRANT	32,500.00	32,500.00	0.00	0.00	-32,500.00	0.00 %
01-490-7560	REIMB FROM FIRE/EMS	98,200.00	98,200.00	0.00	0.00	-98,200.00	0.00 %
	Revenue Total:	322,020.00	322,020.00	0.00	13,197.15	-308,822.85	4.10 %
	Department: 490 - GRANTS Total:	322,020.00	322,020.00	0.00	13,197.15	-308,822.85	4.10 %
Department: 502 - AD	MINISTRATION						
Expense							
01-502-01100	ADMINISTRATIVE SALARIES	327,780.00	327,780.00	23,510.49	40,243.23	287,536.77	12.28 %
01-502-01500	OVERTIME SALARIES EXPENSE	1,250.00	1,250.00	87.56	160.83	1,089.17	12.87 %
01-502-02100	PAYROLL TAXES - FICA	20,400.00	20,400.00	1,452.88	2,485.51	17,914.49	12.18 %
<u>01-502-02105</u>	PAYROLL TAXES - MEDICARE	4,770.00	4,770.00	339.81	581.30	4,188.70	12.19 %
01-502-02106	HEALTH INSURANCE EXPENSE	43,161.00	43,161.00	3,687.40	6,534.84	36,626.16	15.14 %
01-502-02107	PAYROLL TAXES - TWC	702.00	702.00	1.09	1.15	700.85	0.16 %
01-502-02150	RETIREMENT EXPENSE	22,637.00	22,637.00	1,654.26	2,832.39	19,804.61	12.51 %
01-502-02160	WORKMAN'S COMPENSATION INS	658.00	658.00	54.14	92.59	565.41	14.07 %
01-502-02210	OTHER INSURANCE	245.00	245.00	18.70	34.00	211.00	13.88 %
01-502-03110	ATTORNEY	10,000.00	10,000.00	3,925.00	3,925.00	6,075.00	39.25 %
<u>01-502-03115</u>	AUDITOR	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00 %
01-502-03120	VALLEY METRO SERVICE	21,995.00	21,995.00	0.00	0.00	21,995.00	0.00 %
<u>01-502-04100</u>	OFFICE SUPPLIES & PRINTING	23,000.00	23,000.00	2,088.49	2,969.83	20,030.17	12.91 %
<u>01-502-04110</u>	POSTAGE	2,000.00	2,000.00	50.19	192.11	1,807.89	9.61 %
<u>01-502-05100</u>	ELECTRICITY	15,000.00	15,000.00	0.00	1,064.89	13,935.11	7.10 %

For Fiscal: 2024-2025 Per

Section I, Item # 1.

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		<b>Total Budget</b>	<b>Total Budget</b>	Activity	Activity	(Unfavorable)	Used
01-502-05120	TELEBRIONE	4447400	4447400	205.06	4.044.40	42 420 52	7.27.0/
01-502-05130	TELEPHONE	14,174.00	14,174.00	305.96	1,044.48	13,129.52	7.37 %
	UTILITIES-CITY HALL	7,500.00	7,500.00	0.00	275.59	7,224.41	3.67 %
<u>01-502-06100</u>	ADVERTISING	10,000.00	10,000.00	1,675.00	2,123.00	7,877.00	21.23 %
<u>01-502-06120</u>	LF CHAMBER OF COMMERCE ADV.	45,000.00	45,000.00	3,750.00	7,500.00	37,500.00	16.67 %
01-502-06130	HEADS & BEDS	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
<u>01-502-09100</u>	TRAVEL & TRAINING	16,000.00	16,000.00	230.00	1,927.38	14,072.62	12.05 %
01-502-09110	ADMIN EXPENSE	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-502-10100	DUES & MEMBERSHIP	7,000.00	7,000.00	100.00	505.13	6,494.87	7.22 %
01-502-11100	MAINTENANCE OF EQUIPMENT	24,000.00	24,000.00	290.00	2,114.00	21,886.00	8.81 %
01-502-11110	MAINTENANCE OF BUILDING	10,000.00	10,000.00	1,312.00	2,222.80	7,777.20	22.23 %
01-502-12100	BUILDING INSURANCE	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
01-502-12110	LIABILITY INSURANCE	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
01-502-14100	TECHNOLOGY MAINTENANCE AGRE	75,542.00	75,542.00	2,183.88	19,290.58	56,251.42	25.54 %
01-502-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
01-502-99100	MISCELLANEOUS	6,000.00	6,000.00	74.17	74.17	5,925.83	1.24 %
01-502-99101	EVENTS	7,500.00	7,500.00	1,500.00	3,000.00	4,500.00	40.00 %
	Expense Total:	812,814.00	812,814.00	48,291.02	101,194.80	711,619.20	12.45 %
	Department: 502 - ADMINISTRATION Total:	812,814.00	812,814.00	48,291.02	101,194.80	711,619.20	12.45 %
	•	012,014.00	012,014100	40,232102	101,154.00	711,013.20	12.43 /0
Department: 503 -	MUNICIPAL COURT						
Expense							
01-503-01100	COURT CLERK SALARY	138,760.00	138,760.00	10,792.85	18,441.39	120,318.61	13.29 %
01-503-01500	OVERTIME SALARIES EXPENSE	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
01-503-02100	FICA EXPENSE	8,820.00	8,820.00	660.40	1,126.27	7,693.73	12.77 %
<u>01-503-02105</u>	MEDICARE EXPENSE	2,063.00	2,063.00	154.45	263.41	1,799.59	12.77 %
01-503-02106	HEALTH INSURANCE EXPENSE	21,581.00	21,581.00	2,011.44	3,809.82	17,771.18	17.65 %
<u>01-503-02107</u>	STATE UNEMPLOY TAX EXPENSE	351.00	351.00	0.00	0.00	351.00	0.00 %
01-503-02150	TMRS EXPENSE	9,787.00	9,787.00	756.57	1,292.73	8,494.27	13.21 %
01-503-02160	WORKER'S COMP	285.00	285.00	165.93	284.78	0.22	99.92 %
01-503-02210	OTHER INSURANCE	122.00	122.00	8.50	17.00	105.00	13.93 %
01-503-03100	JUDGE	35,000.00	35,000.00	2,500.00	5,000.00	30,000.00	14.29 %
01-503-03110	ATTORNEY	20,000.00	20,000.00	1,950.00	1,950.00	18,050.00	9.75 %
01-503-04100	SUPPLIES	4,000.00	4,000.00	0.00	305.12	3,694.88	7.63 %
<u>01-503-04110</u>	POSTAGE	3,000.00	3,000.00	50.19	449.70	2,550.30	14.99 %
01-503-05120	TELEPHONE	3,300.00	3,300.00	236.72	464.06	2,835.94	14.06 %
01-503-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-503-10100	DUES & MEMBERSHIPS	150.00	150.00	0.00	0.00	150.00	0.00 %
01-503-14110	COURT TECHNOLOGY	29,853.00	29,853.00	175.21	664.04	29,188.96	2.22 %
01-503-30110	CREDIT CARD SERVICE CHARGE	45,000.00	45,000.00	0.00	3,230.12	41,769.88	7.18 %
01-503-99100	MISCELLANEOUS	200.00	200.00	0.00	0.00	200.00	0.00 %
	Expense Total:	328,772.00	328,772.00	19,462.26	37,298.44	291,473.56	11.34 %
	Department: 503 - MUNICIPAL COURT Total:	328,772.00	328,772.00	19,462.26	37,298.44	291,473.56	11.34 %
Danasta 504	•	,		,	,	,	
•	TAX ASSESSOR COLLECTOR						
Expense <u>01-504-30100</u>	TAY ADDDAIGAL DISTRICT FEE	45 247 00	45 247 00	44 604 00	44 604 00	22 626 00	25.70.0/
01-504-30300	TAX APPRAISAL DISTRICT FEE	45,317.00	45,317.00	11,681.00	11,681.00	33,636.00	25.78 %
01-304-30300	COUNTY CONTRACT M&O	24,000.00	24,000.00	2,785.78	13,470.39	10,529.61	56.13 %
	Expense Total:	69,317.00	69,317.00	14,466.78	25,151.39	44,165.61	36.28 %
Depa	artment: 504 - TAX ASSESSOR COLLECTOR Total:	69,317.00	69,317.00	14,466.78	25,151.39	44,165.61	36.28 %
Department: 505 -	INFORMATION TECHNOLOGY						
Expense							
<u>01-505-01100</u>	INFORAMTION TECHNOLOGY SALA	63,014.00	63,014.00	2,741.59	4,902.66	58,111.34	7.78 %
01-505-02100	PAYROLL TAXES FICA	3,907.00	3,907.00	169.77	303.33	3,603.67	7.76 %
01-505-02105	PAYROLL TAXES MEDICARE	914.00	914.00	39.70	70.93	843.07	7.76 %
01-505-02106	HEALTH INSURANCE EXPENSE	7,194.00	7,194.00	-299.73	0.01	7,193.99	0.00 %
01-505-02107	PAYROLL TAXES TWC	117.00	117.00	0.00	0.00	117.00	0.00 %
01-505-02150	TMRS RETIREMENT EXPENSE	4,335.00	4,335.00	192.19	343.68	3,991.32	7.93 %
01-505-02160	WORKMAN'S COMPENSATION	134.00	134.00	5.93	10.61	123.39	7.92 %
	WORKER AS COME ENGATION	154.00	157.00	3.33	10.01	123.33	7.52 /0

For Fiscal: 2024-2025 Per

Section I, Item # 1.

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
01-505-02210	OTHER INSURANCE	41.00	41.00	-1.70	0.00	41.00	0.00 %
01-505-02220	CONTRACT- IT SERVICES	9,600.00	9,600.00	2,780.00	4,376.00	5,224.00	45.58 %
01-505-14000	TECHNOLOGY HARDWARE	36,000.00	36,000.00	4,501.94	4,501.94	31,498.06	12.51 %
01-505-14010	SOFTWARE	9,250.00	9,250.00	0.00	0.00	9,250.00	0.00 %
01-505-14030	NETWORK	2,000.00	2,000.00	13.25	26.50	1,973.50	1.33 %
	Expense Total:	136,506.00	136,506.00	10,142.94	14,535.66	121,970.34	10.65 %
Department: 50	5 - INFORMATION TECHNOLOGY Total:	136,506.00	136,506.00	10,142.94	14,535.66	121,970.34	10.65 %
Department: 506 - ELECTION	1						
Expense	!						
01-506-03000	ELECTIONS CONTRACT	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-506-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
01-506-09100	TRAVEL & SCHOOL	2,000.00	2,000.00	365.00	365.00	1,635.00	18.25 %
	Expense Total:	12,500.00	12,500.00	365.00	365.00	12,135.00	2.92 %
	Department: 506 - ELECTION Total:	12,500.00	12,500.00	365.00	365.00	12,135.00	2.92 %
	Department 300 Ellerioit rotain	12,500.00	12,500.00	303.00	303.00	12,133.00	2.52 /0
Department: 507 - POLICE							
Expense 01-507-01100	SALARIES EXPENSE	1 266 009 00	1 266 009 00	101 221 14	172,990.12	1 102 017 00	12.66 %
01-507-01500	POLICE OVERTIME SALARIES EXPE	1,366,008.00 55,000.00	1,366,008.00 55,000.00	101,331.14 2,748.89	8,209.13	1,193,017.88 46,790.87	14.93 %
01-507-01510	OVERTIME - COMMUNITY CENTER	5,000.00	5,000.00	750.74	750.74	4,249.26	15.01 %
01-507-01515	OVERTIME-STONE GARDEN	78,320.00	78,320.00	22,785.23	33,746.31	44,573.69	43.09 %
01-507-01520	OVERTIME - SCHOOL SECURITY	6,000.00	6,000.00	1,588.96	3,455.46	2,544.54	57.59 %
01-507-01525	OVERTIME - LBSP	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
01-507-02100	FICA EXPENSE	96,058.00	96,058.00	7,912.75	13,393.97	82,664.03	13.94 %
01-507-02105	MEDICARE EXPENSE	22,464.00	22,464.00	1,850.57	3,132.47	19,331.53	13.94 %
<u>01-507-02106</u>	HEALTH INSURANCE EXPENSE	187,032.00	187,032.00	14,486.34	27,075.01	159,956.99	14.48 %
01-507-02107	STATE UNEMPLOY TAX EXPENSE	3,042.00	3,042.00	6.16	10.02	3,031.98	0.33 %
01-507-02150	TMRS EXPENSE	106,593.00	106,593.00	9,057.27	15,362.54	91,230.46	14.41 %
01-507-02160	WORKER'S COMP	34,681.00	34,681.00	3,056.74	5,119.90	29,561.10	14.76 %
<u>01-507-02210</u>	OTHER INSURANCE	1,061.00	1,061.00	77.02	145.54	915.46	13.72 %
<u>01-507-03100</u>	BREATHALAZER CONTRACT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
<u>01-507-03115</u>	FORENSICS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-507-04100	ADMINISTRATIVE SUPPLIES	19,000.00	19,000.00	120.16	1,023.53	17,976.47	5.39 %
01-507-04110	JANITORIAL SUPPLIES	2,000.00	2,000.00	362.81	362.81	1,637.19	18.14 %
01-507-04115	EMPLOYEE SCREENINGS	3,000.00	3,000.00	233.89	448.78	2,551.22	14.96 %
01-507-04120	UNIFORMS	20,000.00	20,000.00	0.00	90.00	19,910.00	0.45 %
01-507-04130	PRISONER EXPENSE	2,000.00	2,000.00	0.00	105.00	1,895.00	5.25 %
01-507-04140	POLICE EQUIPMENT	26,000.00	26,000.00	0.00	1,355.69	24,644.31	5.21 %
<u>01-507-04145</u> 01-507-05100	VEST BVP EXPENSE	2,800.00	2,800.00	632.12	1,347.89	1,452.11	48.14 %
<u>01-507-05100</u> <u>01-507-05120</u>	ELECTRICITY	12,000.00	12,000.00	0.00	1,006.11	10,993.89	8.38 %
<u>01-507-05130</u>	TELEPHONE	27,200.00	27,200.00	1,153.82	3,301.35	23,898.65 1,013.84	12.14 %
01-507-05135	UTILITIES - POLICE UTILTIES - TRAINING CENTER	1,100.00 700.00	1,100.00 700.00	0.00 0.00	86.16 51.68	648.32	7.83 % 7.38 %
01-507-07100	FUEL FOR VEHICLES	60,000.00	60,000.00	0.00	3,853.67	56,146.33	6.42 %
01-507-08100	REPAIRS TO VEHICLES	36,000.00	36,000.00	2,617.95	6,578.63	29,421.37	18.27 %
01-507-09100	TRAVEL & TRAINING	10,000.00	10,000.00	287.00	287.00	9,713.00	2.87 %
01-507-09110	STATE EDUCATION TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-507-10100	DUES & MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-507-11100	MAINTENANCE OF EQUIPMENT	2,000.00	2,000.00	0.00	3.49	1,996.51	0.17 %
01-507-11110	MAINTENANCE OF BUILDING	8,500.00	8,500.00	95.00	439.60	8,060.40	5.17 %
01-507-11120	MAINTENANCE OF SHOOTING RAN	25,000.00	25,000.00	5,721.22	5,721.22	19,278.78	22.88 %
01-507-12100	BUILDING INSURANCE	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
01-507-12110	LIABILITY INSURANCE	36,000.00	36,000.00	0.00	0.00	36,000.00	0.00 %
01-507-13500	CAPITAL OUTLAY	53,000.00	53,000.00	0.00	50,674.52	2,325.48	95.61 %
01-507-14100	TECHNOLOGY MAINTENANCE AGRE	110,603.00	110,603.00	6,551.47	6,618.94	103,984.06	5.98 %
01-507-30100	SCHOOL SUPPORT/EXPLORERS	6,000.00	6,000.00	0.00	899.44	5,100.56	14.99 %
01-507-30200	CAPITAL LEASE	12,984.00	12,984.00	0.00	0.00	12,984.00	0.00 %

For Fiscal: 2024-2025 Per Section I, Item # 1.

		Original	Current	Period	Fiscal	Variance Favorable	Percent
01 507 00100		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
<u>01-507-99100</u>	MISCELLANEOUS  Expense Total:	500.00 <b>2,501,146.00</b>	500.00 <b>2,501,146.00</b>	0.00 <b>183,427.25</b>	0.00 <b>367,646.72</b>	500.00 <b>2,133,499.28</b>	0.00 % <b>14.70 %</b>
	Department: 507 - POLICE Total:	2,501,146.00	2,501,146.00	183,427.25	367,646.72	2,133,499.28	14.70 %
Department: 508 - FIRE	·			-	·		
Expense							
01-508-02160	WORKERS COMP	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-508-03100	FIRE MARSHAL	10,000.00	10,000.00	0.00	700.00	9,300.00	7.00 %
<u>01-508-03110</u>	SPECIAL SERVICES- CONTRACT	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00 %
<u>01-508-04100</u>	SUPPLIES	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
01-508-05120	TELEPHONE	360.00	360.00	26.50	53.00	307.00	14.72 %
01-508-05130	UTILITIES - FIRE DEPARTMENT	1,000.00	1,000.00	0.00	28.18	971.82	2.82 %
01-508-12100	BUILDING INSURANCE	13,500.00	13,500.00	0.00	0.00	13,500.00	0.00 %
01-508-12110	LIABILITY INSURANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
	Expense Total:	227,610.00	227,610.00	26.50	781.18	226,828.82	0.34 %
	Department: 508 - FIRE Total:	227,610.00	227,610.00	26.50	781.18	226,828.82	0.34 %
Department: 509 - ENGINE	EERING						
Expense 01-509-03000	CONTRACT, DUIL DING INCRECTOR	120 000 00	420 000 00	0.00	40.744.40	110 200 52	0.24.0/
01-509-30100	CONTRACT- BUILDING INSPECTOR	130,000.00	130,000.00	0.00	10,711.48	119,288.52	8.24 %
<u>01-509-30120</u>	PLAT REVIEW	20,000.00	20,000.00	0.00	1,050.00	18,950.00	5.25 %
01 303 30120	ENGINEERING Expense Total:	27,500.00 <b>177,500.00</b>	27,500.00 <b>177,500.00</b>	24,053.00 <b>24,053.00</b>	27,590.00 <b>39,351.48</b>	-90.00 <b>138,148.52</b>	100.33 % 22.17 %
	Department: 509 - ENGINEERING Total:	177,500.00	177,500.00	24,053.00	39,351.48	138,148.52	22.17 %
Department: 510 - CODE E	·	177,500.00	177,500.00	24,033.00	53,551.45	130,140.32	22.17 /0
Expense	INFORCEIVIEINI						
<u>01-510-01100</u>	ENVIRONMENTAL OFFICER SALARIES	110,173.00	110,173.00	9,088.30	15,347.81	94,825.19	13.93 %
01-510-01500	OVERTIME SALARIES	4,000.00	4,000.00	160.21	708.71	3,291.29	17.72 %
01-510-02100	PAYROLL TAXES FICA	7,079.00	7,079.00	571.74	992.99	6,086.01	14.03 %
01-510-02105	PAYROLL TAXES MEDICARE	1,656.00	1,656.00	133.71	232.23	1,423.77	14.02 %
<u>01-510-02106</u>	HEALTH INSURANCE	14,387.00	14,387.00	1,340.96	2,539.88	11,847.12	17.65 %
01-510-02107	PAYROLL TWC	234.00	234.00	0.00	0.00	234.00	0.00 %
<u>01-510-02150</u>	TMRS	7,856.00	7,856.00	648.32	1,125.56	6,730.44	14.33 %
<u>01-510-02160</u>	WORKMAN'S COMPENSATION	2,613.00	2,613.00	347.57	597.72	2,015.28	22.87 %
01-510-02210	OTHER INS	82.00	82.00	6.80	13.60	68.40	16.59 %
<u>01-510-03100</u>	ORDINANCE ENFORCEMENT	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
01-510-04100	SUPPLIES & POSTAGE	11,000.00	11,000.00	50.18	85.82	10,914.18	0.78 %
<u>01-510-05120</u>	TELEPHONE/INTERNET	1,600.00	1,600.00	26.50	97.11	1,502.89	6.07 %
<u>01-510-07100</u>	FUEL FOR VEHICLES	5,500.00	5,500.00	0.00	222.89	5,277.11	4.05 %
<u>01-510-08100</u>	REPAIRS TO VEHICLES	2,500.00	2,500.00	63.35	108.35	2,391.65	4.33 %
<u>01-510-09100</u> <u>01-510-11100</u>	TRAVEL & TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
<u>01-510-11110</u> <u>01-510-11110</u>	MAINTENANCE OF EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00 %
<u>01-510-11110</u> <u>01-510-12110</u>	MAINTENANCE OF BUILDING LIABILITY INSURANCE	2,000.00 550.00	2,000.00 550.00	25.00 0.00	50.00 0.00	1,950.00 550.00	2.50 % 0.00 %
01-510-30100	ANIMAL CONTROL	850.00	850.00	0.00	72.00	778.00	8.47 %
01-510-99100	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00 %
01-510-99115	BAD DEBT EXPENSE- LOT MOWING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	Expense Total:	183,580.00	183,580.00	12,462.64	22,194.67	161,385.33	12.09 %
Depart	tment: 510 - CODE ENFORCEMENT Total:	183,580.00	183,580.00	12,462.64	22,194.67	161,385.33	12.09 %
Department: 511 - EMERG		•	,	•	•		
Expense							
01-511-02160	WORKER'S COMP	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00 %
01-511-05120	TELEPHONE	350.00	350.00	26.50	53.00	297.00	15.14 %
01-511-05130	UTILITIES-AMBULANCE SERVICE	5,600.00	5,600.00	0.00	428.65	5,171.35	7.65 %
01-511-12100	BUILDING INSURANCE	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00 %
01-511-12110	LIABILITY INSURANCE	25,500.00	25,500.00	0.00	0.00	25,500.00	0.00 %

For Fiscal: 2024-2025 Per Section I, Item # 1.

buuget nepe	•			10111300	2024 2023 1	·	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
01-511-30000	LOS FRESNOS AMBULANCE SERVICE	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00 %
	Expense Total:	245,650.00	245,650.00	26.50	481.65	245,168.35	0.20 %
	Department: 511 - EMERGENCY MEDICAL SERV Total:	245,650.00	245,650.00	26.50	481.65	245,168.35	0.20 %
Department	: 512 - SOLID WASTE						
Expense 01-512-05100	ELECTRICITY	275.00	375.00	0.00	0.00	375.00	0.00.0/
01-512-99115	BAD DEBT EXPENSE	375.00 3,500.00	375.00 3,500.00	0.00 0.00	0.00 0.00	375.00 3,500.00	0.00 % 0.00 %
	Expense Total:	3,875.00	3,875.00	0.00	0.00	3,875.00	0.00 %
	Department: 512 - SOLID WASTE Total:	3,875.00	3,875.00	0.00	0.00	3,875.00	0.00 %
Denartment	: 514 - STREETS	5,515151	0,01010			2,21212	
Expense	. 514 - 51NEE 15						
01-514-01100	SALARIES EXPENSE	116,080.00	116,080.00	5,356.02	8,925.99	107,154.01	7.69 %
01-514-01125	CONTRACT LABOR	26,624.00	26,624.00	281.60	2,387.20	24,236.80	8.97 %
01-514-01130	CONTRACT LABOR- OVERTIME	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-514-01500	OVERTIME SALARIES EXPENSE	3,000.00	3,000.00	75.74	478.90	2,521.10	15.96 %
01-514-02100	FICA EXPENSE	5,732.00	5,732.00	335.13	580.79	5,151.21	10.13 %
01-514-02105	MEDICARE EXPENSE	1,340.00	1,340.00	78.38	135.83	1,204.17	10.14 %
01-514-02106 01-514-02107	HEALTH INSURANCE EXPENSE	17,984.00	17,984.00	71.02	1,269.94	16,714.06	7.06 %
01-514-02107	STATE UNEMPLOY TAX EXPENSE	293.00	293.00	0.00	0.00	293.00	0.00 %
01-514-02160	TMRS EXPENSE WORKER'S COMP	6,361.00	6,361.00	380.76	659.28	5,701.72	10.36 %
01-514-02210		1,899.00 102.00	1,899.00 102.00	129.06 0.00	223.46 6.80	1,675.54 95.20	11.77 % 6.67 %
01-514-04100	OTHER INSURANCE TOOLS & SUPPLIES	3,500.00	3,500.00	159.13	348.98	3,151.02	9.97 %
01-514-05100	ELECTRICITY (STREET LIGHTS)	104,000.00	104,000.00	9,129.27	18,769.02	85,230.98	18.05 %
01-514-07100	FUEL FOR VEHICLES	8,000.00	8,000.00	0.00	419.82	7,580.18	5.25 %
01-514-08100	REPAIRS TO VEHICLES	7,000.00	7,000.00	197.50	302.50	6,697.50	4.32 %
01-514-09100	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-514-10100	DUES AND MEMBERSHIP	15,000.00	15,000.00	0.00	409.26	14,590.74	2.73 %
01-514-11100	STREET DRAINAGE & REPAIRS	28,556.00	28,556.00	0.00	4,700.00	23,856.00	16.46 %
01-514-11110	STREET SIGNS & REPAIRS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-514-11120	MOWING MACHINE REPAIRS	7,500.00	7,500.00	22.99	2,144.61	5,355.39	28.59 %
01-514-12110	LIABILITY INSURANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-514-13520	STREET PROJECTS	50,003.00	50,003.00	-905.00	-905.00	50,908.00	-1.81 %
	Expense Total:	414,474.00	414,474.00	15,311.60	40,857.38	373,616.62	9.86 %
	Department: 514 - STREETS Total:	414,474.00	414,474.00	15,311.60	40,857.38	373,616.62	9.86 %
Department Expense	: 515 - PARKS						
01-515-01100	SALARIES EXPENSE	122,278.00	122,278.00	7,731.37	13,143.07	109,134.93	10.75 %
01-515-01105	POOL LABOR	101,894.00	101,894.00	2,808.18	5,019.02	96,874.98	4.93 %
01-515-01106	SWIMMING LESSONS INSTRUCTOR	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
01-515-01125	CONTRACT LABOR	53,248.00	53,248.00	1,638.40	6,246.40	47,001.60	11.73 %
01-515-01130	CONTRACT LABOR - OVERTIME	500.00	500.00	0.00	484.80	15.20	96.96 %
01-515-01500	OVERTIME SALARIES EXPENSE	5,000.00	5,000.00	620.29	1,774.62	3,225.38	35.49 %
01-515-02100	FICA EXPENSE	14,209.00	14,209.00	685.72	1,224.15	12,984.85	8.62 %
01-515-02105	MEDICARE EXPENSE	3,319.00	3,319.00	160.37	286.29	3,032.71	8.63 %
01-515-02106	HEALTH INSURANCE EXPENSE	25,177.00	25,177.00	2,011.44	3,809.82	21,367.18	15.13 %
01-515-02107	STATE UNEMPLOY TAX EXPENSE	2,633.00	2,633.00	2.81	5.03	2,627.97	0.19 %
01-515-02150	TMRS EXPENSE	8,756.00	8,756.00	585.45	1,045.73	7,710.27	11.94 %
01-515-02160	WORKER'S COMP	3,825.00	3,825.00	212.13	378.97	3,446.03	9.91 %
01-515-02210	OTHER INSURANCE	143.00	143.00	10.20	20.40	122.60	14.27 %
01-515-04100	TOOLS & SUPPLIES	10,000.00	10,000.00	434.72	624.57	9,375.43	6.25 %
01-515-04110 01-515-05100	POOL SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-515-05100	ELECTRICITY - PARKS	10,000.00	10,000.00	0.00	178.70	9,821.30	1.79 %
01-515-05110	ELECTRICITY - POOL	8,000.00	8,000.00	0.00	699.64	7,300.36	8.75 %
01-515-05116	ELECTRICITY - BOYS & GIRLS CLUB ELECTRICITY - ALAMO WAREHOUSE	10,000.00 4,000.00	10,000.00 4,000.00	0.00 0.00	873.08 426.36	9,126.92 3,573.64	8.73 % 10.66 %
	ELECTRICITI - ALAIVIO WAREHOUSE	4,000.00	4,000.00	0.00	420.30	3,373.04	10.00 %

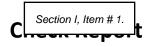
For Fiscal: 2024-2025 Per

Section I, Item # 1.

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
01-515-05120	TELEPHONE	200.00	200.00	13.25	26.50	173.50	13.25 %
01-515-05130	UTILITIES - COMMUNITY PARK	3,500.00	3,500.00	0.00	287.25	3,212.75	8.21 %
01-515-05131	UTILITIES - NATURE PARK	1,200.00	1,200.00	0.00	76.77	1,123.23	6.40 %
<u>01-515-05132</u>	UTILITIES - POOL	3,000.00	3,000.00	0.00	331.46	2,668.54	11.05 %
<u>01-515-05135</u>	UTILITIES - BOYS & GIRLS CLUB	1,000.00	1,000.00	0.00	72.01	927.99	7.20 %
<u>01-515-05136</u>	UTILITIES - ALAMO WAREHOUSE	750.00	750.00	0.00	56.11	693.89	7.48 %
<u>01-515-07100</u> 01-515-08100	FUEL FOR VEHICLES	10,000.00	10,000.00	0.00	805.68	9,194.32	8.06 %
01-515-08100 01-515-11100	REPAIRS TO VEHICLES	5,000.00	5,000.00	90.00	194.00	4,806.00	3.88 %
01-515-11110	MOWING MACHINE REPAIRS	15,000.00	15,000.00	699.28	2,981.37	12,018.63	19.88 %
01-515-11110	POOL CUENICALS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
01-515-11130	POOL CHEMICALS	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
<u>01-515-11135</u> <u>01-515-11135</u>	PARK MAINTENANCE FIELD MAINTENANCE	20,000.00	20,000.00	395.00	1,628.20	18,371.80	8.14 % 16.96 %
01-515-11136	ALAMO WHSE MAINTENANCE	6,000.00 1,500.00	6,000.00 1,500.00	1,017.50 88.00	1,017.50 406.00	4,982.50 1,094.00	27.07 %
01-515-11145	BOYS & GIRLS CLUB	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
01-515-12100	BUILDING INSURANCE	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00 %
01-515-12110	LIABILITY INSURANCE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
01-515-30101	HIKE AND BIKE TRAIL PROJECT	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
01-515-30200	CAPITAL LEASE	20,469.00	20,469.00	0.00	0.00	20,469.00	0.00 %
01-515-99100	MISCELLANEOUS	600.00	600.00	0.00	0.00	600.00	0.00 %
	Expense Total:	726,301.00	726,301.00	19,204.11	44,123.50	682,177.50	6.08 %
	Department: 515 - PARKS Total:	726,301.00	726,301.00	19,204.11	44,123.50	682,177.50	6.08 %
Department: 516 - LIBRARY							
Expense							
<u>01-516-01100</u>	SALARIES EXPENSE	137,634.00	137,634.00	10,191.75	17,276.53	120,357.47	12.55 %
<u>01-516-01500</u>	OVERTIME SALARIES EXPENSE	1,500.00	1,500.00	101.97	186.95	1,313.05	12.46 %
<u>01-516-02100</u>	FICA EXPENSE	8,626.00	8,626.00	635.47	1,076.86	7,549.14	12.48 %
<u>01-516-02105</u>	MEDICARE EXPENSE	2,018.00	2,018.00	148.61	251.84	1,766.16	12.48 %
<u>01-516-02106</u>	HEALTH INSURANCE EXPENSE	14,387.00	14,387.00	1,340.96	2,539.88	11,847.12	17.65 %
01-516-02107	STATE UNEMPLOY TAX EXPENSE	374.00	374.00	0.00	0.05	373.95	0.01 %
<u>01-516-02150</u>	TMRS EXPENSE	7,450.00	7,450.00	582.96	991.98	6,458.02	13.32 %
<u>01-516-02160</u>	WORKER'S COMP	373.00	373.00	30.17	51.18	321.82	13.72 %
<u>01-516-02210</u>	OTHER INSURANCE	82.00	82.00	6.80	13.60	68.40	16.59 %
<u>01-516-04100</u>	OFFICE SUPPLIES & POSTAGE	3,100.00	3,100.00	498.39	590.12	2,509.88	19.04 %
<u>01-516-05100</u>	ELECTRICITY	5,300.00	5,300.00	0.00	490.17	4,809.83	9.25 %
<u>01-516-05120</u>	TELEPHONE	1,400.00	1,400.00	89.15	178.30	1,221.70	12.74 %
<u>01-516-09100</u>	TRAVEL & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
<u>01-516-10100</u>	DUES & MEMBERSHIP	450.00	450.00	0.00	0.00	450.00	0.00 %
<u>01-516-11100</u> <u>01-516-11110</u>	MAINTENANCE OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	MAINTENANCE OF BUILDING	4,200.00	4,200.00	595.00	734.97	3,465.03	17.50 %
<u>01-516-12100</u> <u>01-516-12110</u>	BUILDING INSURANCE	5,400.00	5,400.00	0.00	0.00	5,400.00	0.00 %
01-516-13110	LIABILITY INSURANCE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
<u>01-516-13500</u>	LEASE COPIER	3,500.00	3,500.00	0.00	249.91	3,250.09	7.14 %
01-516-14100	CAPITAL OUTLAY TECHNOLOGY MAINTENACE AGRE	0.00 6,948.00	5,706.20 6,948.00	0.00 0.00	0.00 8.14	5,706.20 6,939.86	0.00 % 0.12 %
<u>01-516-30100</u>	BOOKS	8,500.00	8,500.00	0.00	41.86	8,458.14	0.12 %
01-516-99100	MISCELLANEOUS	2,000.00	1,824.80	0.00	194.48	1,630.32	10.66 %
	Expense Total:	217,742.00	223,273.00	14,221.23	24,876.82	198,396.18	11.14 %
	Department: 516 - LIBRARY Total:	217,742.00	223,273.00	14,221.23	24,876.82	198,396.18	11.14 %
Department: 517 - COMMUN	•	,	-,	- <b>,</b> <del>-</del>	.,	,- J <b> J</b>	
Expense							
01-517-04100	SUPPLIES	2,500.00	2,500.00	411.83	477.19	2,022.81	19.09 %
01-517-11100	MAINTENANCE OF EQUIPMENT	937.00	937.00	0.00	0.00	937.00	0.00 %
01-517-11110	MAINTENANCE OF BUILDING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
	Expense Total:	5,437.00	5,437.00	411.83	477.19	4,959.81	8.78 %
Departm	nent: 517 - COMMUNITY CENTER Total:	5,437.00	5,437.00	411.83	477.19	4,959.81	8.78 %

Section I, Item # 1. For Fiscal: 2024-2025 Per

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
Denartment	:: 518 - EMERGENCY MANAGEMENT						
Expense	310 EMENGENET MANAGEMENT						
01-518-01100	COORDINATOR SALARY	6,145.00	6,145.00	479.58	803.59	5,341.41	13.08 %
01-518-02100	FICA	381.00	381.00	29.73	49.82	331.18	13.08 %
01-518-02105	MEDICARE	89.00	89.00	6.96	11.66	77.34	13.10 %
01-518-02107	STATE UNEMPLOYMENT TAX EXPE	117.00	117.00	0.00	0.00	117.00	0.00 %
01-518-02150	TMRS	423.00	423.00	33.62	56.34	366.66	13.32 %
01-518-02160	WORKERS COMPENSATION	141.00	141.00	12.92	25.84	115.16	18.33 %
01-518-04100	SUPPLIES	5,000.00	5,000.00	0.00	-110.92	5,110.92	-2.22 %
01-518-05120	TELEPHONE/COMMUNICATION	25,000.00	25,000.00	0.00	30.00	24,970.00	0.12 %
01-518-07110	DIESEL FUEL - DISASTER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-518-09100	TRAVEL & TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-518-11100	MAINTENANCE EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-518-14100	TECHNOLOGY MAINTENANCE AGRE	45,743.00	45,743.00	0.00	30,936.67	14,806.33	67.63 %
	Expense Total:	88,539.00	88,539.00	562.81	31,803.00	56,736.00	35.92 %
	Department: 518 - EMERGENCY MANAGEMENT Total:	88,539.00	88,539.00	562.81	31,803.00	56,736.00	35.92 %
Department	:: 519 - OTHER GENERAL EXPENSES						
Expense							
01-519-30160	OUTSOURCE PAYROLL SERVICE	3,000.00	3,000.00	0.00	749.50	2,250.50	24.98 %
01-519-30170	RCI TECHNOLOGIES- FA/RECORDS	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
01-519-30260	THANKSGIVING/CHRISTMAS PARTY	7,500.00	15,500.00	478.98	991.17	14,508.83	6.39 %
	Expense Total:	18,500.00	26,500.00	478.98	1,740.67	24,759.33	6.57 %
	Department: 519 - OTHER GENERAL EXPENSES Total:	18,500.00	26,500.00	478.98	1,740.67	24,759.33	6.57 %
Department	:: 522 - EXPENDITURES CH 59						
Expense 01-522-30130	TRANSFER OUT	2 250 00	2 250 00	0.00	0.00	2 250 00	0.00.0/
01-322-30130	TRANSFER OUT Expense Total:	2,250.00 <b>2,250.00</b>	2,250.00 <b>2,250.00</b>	0.00	0.00 <b>0.00</b>	2,250.00 <b>2,250.00</b>	0.00 % 0.00 %
	Department: 522 - EXPENDITURES CH 59 Total:	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
Donartmont	:: 523 - DSRIP-COMMUNITY HEALT	2,230.00	2,230.00	0.00	0.00	2,230.00	0.00 /0
Expense	J23 - D3KIT-COMMONITT HEALT						
01-523-01100	SALARIES EXPENSE	38,456.00	38,456.00	2,958.40	5,029.28	33,426.72	13.08 %
01-523-01500	OVERTIME	500.00	500.00	0.00	0.00	500.00	0.00 %
01-523-02100	FICA EXPENSE	2,415.00	2,415.00	177.60	300.51	2,114.49	12.44 %
01-523-02105	MEDICARE EXPENSE	565.00	565.00	41.54	70.29	494.71	12.44 %
01-523-02106	HEALTH INSURANCE EXPENSE	7,194.00	7,194.00	670.48	1,269.94	5,924.06	17.65 %
01-523-02107	STATE UNEMPLOY TAX EXPENSE	117.00	117.00	0.00	0.00	117.00	0.00 %
01-523-02150	TMRS EXPENSE	2,680.00	2,680.00	207.38	352.55	2,327.45	13.15 %
01-523-02160	WORKER'S COMP	650.00	650.00	56.24	95.61	554.39	14.71 %
01-523-02210	OTHER INSURANCE	41.00	41.00	3.40	6.80	34.20	16.59 %
01-523-04100	SUPPLIES	6,000.00	6,000.00	0.00	161.52	5,838.48	2.69 %
01-523-05120	TELEPHONE	1,100.00	1,100.00	13.25	100.61	999.39	9.15 %
	Expense Total:	59,718.00	59,718.00	4,128.29	7,387.11	52,330.89	12.37 %
	Department: 523 - DSRIP-COMMUNITY HEALT Total:	59,718.00	59,718.00	4,128.29	7,387.11	52,330.89	12.37 %
Fund: 01 - GENERAL FUND Surplus (Deficit):		-1.00	-13,532.00	217,054.28	1,178,867.50	1,192,399.50-8	,711.70 %
	Report Surplus (Deficit):	-1.00	-13,532.00	217,054.28	1,178,867.50	1,192,399.50-8	3,711.70 %





### City of Los Fresnos, TX

By Check Number
Date Range: 10/01/2024 - 10/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	TER & SEWER CHECKING					
08068	A3 CONTRACTORS & SERVICES, LLC	10/04/2024	Regular	0.00	12,375.00	
05635	AGUAWORKS PIPE & SUPPLY, INC	10/04/2024	Regular	0.00	1,017.88	
01565	AMAZON.COM	10/04/2024	Regular	0.00		152693
01925	AMERICAN WATERWORKS ASSOC	10/04/2024	Regular	0.00		152694
07270	AQUA METRIC SALES COMPANY	10/04/2024	Regular	0.00	16,080.69	
09860	AT&T MOBILITY	10/04/2024	Regular	0.00		152696
01302	BIG M PEST CONTROL, LLC	10/04/2024	Regular	0.00		152697
07935	BRENNTAG SOUTHWEST INC	10/04/2024	Regular	0.00	8,105.49	
08965	CC DISTRIBUTORS, INC	10/04/2024	Regular	0.00		152699
08410	CHEMTRADE CHEMICALS US LLC	10/04/2024	Regular	0.00	4,308.50	
00004	CITY OF LOS FRESNOS	10/04/2024	Regular	0.00		152701
00204	DENALI WATER SOLUTIONS LLC	10/04/2024	Regular	0.00	2,828.00	
08070	DEPARTMENT OF STATE HEALTH SERVICES	10/04/2024	Regular	0.00		152703
05895	DIRECT ENERGY-UTILITY OPERATIONS	10/04/2024	Regular	0.00	8,719.09	
02325	EAST RIO HONDO WATER	10/04/2024	Regular	0.00		152705
02325	EAST RIO HONDO WATER	10/04/2024	Regular	0.00		152706
08103	EMILIO GOMEZ	10/04/2024	Regular	0.00		152707
00250	HACH CHEMICAL	10/04/2024	Regular	0.00	238.00	152708
09685	HANSON PROFESSIONAL SERVICES, INC.	10/04/2024	Regular	0.00	1,000.00	152709
08265	INTEGRITY TESTING, INC	10/04/2024	Regular	0.00	876.00	152710
08196	LA HORMIGA TIRE SHOP	10/04/2024	Regular	0.00	8.00	152711
07860	LINDE GAS & EQUIPMENT INC	10/04/2024	Regular	0.00	76.37	152712
08690	LUIS MASCORRO	10/04/2024	Regular	0.00	1,325.00	152713
06895	MAGIC VALLEY ELECTRIC COOPERATIVE	10/04/2024	Regular	0.00	58.97	152714
05785	MAXIMINO TORRES	10/04/2024	Regular	0.00	235.00	152715
01077	ONE TEAM SOLUTION LLC	10/04/2024	Regular	0.00	3,636.00	152716
00413	O'REILLY AUTO PARTS	10/04/2024	Regular	0.00	248.75	152717
08057	PUTTBROS, LLC	10/04/2024	Regular	0.00	14,300.00	152718
07535	PVS DX INC.	10/04/2024	Regular	0.00	10,883.40	152719
	**Void**	10/04/2024	Regular	0.00	0.00	152720
07855	REGION STAFFING, INC	10/04/2024	Regular	0.00	4,320.00	152721
	**Void**	10/04/2024	Regular	0.00	0.00	152722
03225	SOUTHERN PETROLEUM LABORATORIES, INC.	10/04/2024	Regular	0.00	205.00	152723
00780	SOUTHMOST REGIONAL	10/04/2024	Regular	0.00	177,856.00	152724
01078	TEXAS TANK SERVICES	10/04/2024	Regular	0.00	2,949.00	152725
04650	TYLER TECHNOLOGIES	10/04/2024	Regular	0.00	21,190.37	152726
08299	UNIFIRST HOLDINGS INC	10/04/2024	Regular	0.00	884.91	152727
08455	VEAE COMMUNICATION SERVICES LLC	10/04/2024	Regular	0.00	800.00	152728
08298	VESTIS GROUP, INC	10/04/2024	Regular	0.00	119.84	152729
07935	BRENNTAG SOUTHWEST INC	10/18/2024	Regular	0.00	8,122.44	152730
08410	CHEMTRADE CHEMICALS US LLC	10/18/2024	Regular	0.00	10,410.00	152731
00204	DENALI WATER SOLUTIONS LLC	10/18/2024	Regular	0.00	1,414.00	
09440	FUELMAN	10/18/2024	Regular	0.00	3,372.00	
00250	HACH CHEMICAL	10/18/2024	Regular	0.00	1,245.95	
02890	JAIME'S TIRE STORE II	10/18/2024	Regular	0.00		152735
08196	LA HORMIGA TIRE SHOP	10/18/2024	Regular	0.00		152736
01274	NewLane Finance Company	10/18/2024	Regular	0.00		152737
00915	PURCHASE POWER	10/18/2024	Regular	0.00		152738
07535	PVS DX INC.	10/18/2024	Regular	0.00	2,637.20	
07855	REGION STAFFING, INC	10/18/2024	Regular	0.00	3,622.40	
	**Void**	10/18/2024	Regular	0.00		152741
01131	RIO GRANDE WASTE CO LLC	10/18/2024	Regular	0.00	15,375.00	
07555	SMARTCOM TELEPHONE	10/18/2024	Regular	0.00		152743
04650		10/18/2024	Regular	0.00		152744
5 1050	TYLER TECHNOLOGIES	10/ 10/ 2024	negulai	0.00	50.00	132,77

Check Report

Date Range Section I, Item # 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08299	UNIFIRST HOLDINGS INC	10/18/2024	Regular	0.00	419.58	152745
08298	VESTIS GROUP, INC	10/18/2024	Regular	0.00	119.84	152746
08520	XYLEM WATERING SOLUTIONS, INC	10/18/2024	Regular	0.00	3,002.48	152747
08222	OPENEDGE	10/02/2024	Bank Draft	0.00	1,268.09	DFT0000883
08222	OPENEDGE	10/02/2024	Bank Draft	0.00	5,267.48	DFT0000884
08222	OPENEDGE	10/02/2024	Bank Draft	0.00	1,140.57	DFT0000885
00001	CITY OF L.F. PAYROLL ACCT	10/11/2024	Bank Draft	0.00	21,450.28	DFT0000891
00001	CITY OF L.F. PAYROLL ACCT	10/25/2024	Bank Draft	0.00	40,340.08	DFT0000897

#### **Bank Code FVB2 Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	91	54	0.00	348,602.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	69,466.50
EFT's	0	0	0.00	0.00
_	96	62	0.00	418.068.57





For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 05 - UTILITY FUND							
Department: 444 - MISCEI	LLANEOUS						
Revenue							
05-444-5010	WATER SALES REVENUES	1,360,000.00	1,360,000.00	110,593.57	218,844.07	-1,141,155.93	16.09 %
05-444-5020	WATER TAP FEES	30,000.00	30,000.00	7,200.00	7,200.00	-22,800.00	24.00 %
05-444-5030	WATER UTL. EXP. FEES & CAPITAL	14,000.00	14,000.00	350.00	350.00	-13,650.00	2.50 %
<u>05-444-5040</u>	PROCESSING FEES	25,000.00	25,000.00	1,125.00	3,375.00	-21,625.00	13.50 %
<u>05-444-5050</u>	15% PENALTIES	64,000.00	64,000.00	4,086.03	8,164.93	-55,835.07	12.76 %
<u>05-444-5080</u>	INTEREST EARNED	78,000.00	78,000.00	0.00	5,202.02	-72,797.98	6.67 %
<u>05-444-5095</u>	NSF CHARGES	500.00	500.00	120.00	160.00	-340.00	32.00 %
<u>05-444-6010</u>	SEWER REVENUES	1,160,000.00	1,160,000.00	100,623.73	199,028.50	-960,971.50	17.16 %
<u>05-444-6012</u>	SEWER REVENUE - INDIAN LAKE	124,000.00	124,000.00	0.00	29,504.02	-94,495.98	23.79 %
<u>05-444-6014</u> 05-444-6020	SEWER REVENUE - EAST RIO HONDO	302,000.00	302,000.00	0.00	26,650.72	-275,349.28	8.82 %
05-444-9901	SEWER TAP FEES	14,000.00	14,000.00	350.00	350.00	-13,650.00	2.50 %
05-444-9301	TRANSFER IN	73,064.00	73,064.00	0.00	0.00	-73,064.00	0.00 %
	Revenue Total:	3,244,564.00	3,244,564.00	224,448.33	498,829.26	-2,745,734.74	15.37 %
D	Department: 444 - MISCELLANEOUS Total:	3,244,564.00	3,244,564.00	224,448.33	498,829.26	-2,745,734.74	15.37 %
Department: 502 - ADMIN	NISTRATION						
Expense							
05-502-01100	SALARIES - WATER	402,313.00	402,313.00	28,679.65	48,798.04	353,514.96	12.13 %
05-502-01125	CONTRACT LABOR	39,936.00	39,936.00	1,868.80	4,563.20	35,372.80	11.43 %
05-502-01130	CONTRACT LABOR -OT	1,500.00	1,500.00	233.60	665.60	834.40	44.37 %
<u>05-502-01500</u>	OVERTIME SALARIES EXPENSE	26,000.00	26,000.00	2,718.20	4,524.23	21,475.77	17.40 %
<u>05-502-02100</u>	FICA EXPENSE	26,555.00	26,555.00	1,932.43	3,277.93	23,277.07	12.34 %
<u>05-502-02105</u>	MEDICARE EXPENSE	6,210.00	6,210.00	451.94	766.62	5,443.38	12.34 %
<u>05-502-02106</u>	HEALTH INSURANCE EXPENSE	57,908.00	57,908.00	4,860.86	8,982.15	48,925.85	15.51 %
<u>05-502-02107</u>	STATE UNEMPLOY TAX EXPENSE	942.00	942.00	0.54	0.57	941.43	0.06 %
<u>05-502-02140</u>	OPEB EXPENSE - WATER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
<u>05-502-02150</u> 05-502-02160	TMRS EXPENSE	29,469.00	29,469.00	2,139.26	3,641.24	25,827.76	12.36 %
05-502-02100	WORKER'S COMP	5,461.00	5,461.00	393.86	667.66	4,793.34	12.23 %
05-502-02210 05-502-03115	OTHER INSURANCE	328.00	328.00	23.48	45.25	282.75	13.80 %
<u>05-502-03113</u> <u>05-502-04100</u>	AUDITOR	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
05-502-04100	SUPPLIES & POSTAGE ELECTRICITY	13,500.00	13,500.00	0.00 1,238.00	709.10 2,394.53	12,790.90	5.25 % 15.96 %
05-502-05120	TELEPHONE	15,000.00 7,544.00	15,000.00 7,544.00	423.52	2,394.33 780.48	12,605.47 6,763.52	10.35 %
05-502-06100	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-09100	TRAVEL & TRAINING	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
05-502-10100	DUES & MEMBERSHIP	1,000.00	1,000.00	0.00	0.50	999.50	0.05 %
05-502-12100	STRUCTURE INSURANCE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
05-502-12110	LIABILITY INSURANCE	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
05-502-30115	CREDIT CARD EXPENSE	31,500.00	31,500.00	3,315.28	3,961.50	27,538.50	12.58 %
05-502-30250	PROFESSIONAL SERVICES	500.00	500.00	0.00	0.00	500.00	0.00 %
05-502-99100	MISCELLANEOUS	1,000.00	1,000.00	46.58	46.58	953.42	4.66 %
05-502-99115	BAD DEBT EXPENSE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
	Expense Total:	721,666.00	721,666.00	48,326.00	83,825.18	637,840.82	11.62 %
De	epartment: 502 - ADMINISTRATION Total:	721,666.00	721,666.00	48,326.00	83,825.18	637,840.82	11.62 %
	•	,,,000.00	, 22,000.00	-10,020.00	33,323.13	007,040.02	11.02 /0
Department: 505 - INFORI	IVIATION TECHNOLOGY						
Expense 05-505-01100	INFORMATION TECHNOLOGY SALA	31 507 00	21 507 00	1 370 70	2 /151 22	29,055.68	7.78 %
<u>05-505-02100</u>	FICA EXPENSE	31,507.00 1,953.00	31,507.00 1,953.00	1,370.79 84.88	2,451.32 151.66	29,055.68 1,801.34	7.78 % 7.77 %
05-505-02105	MEDICARE EXPENSE	457.00	457.00	19.85	35.47	421.53	7.77 %
	MEDICANE EM ENGE	757.00	757.00	13.03	55.47	721.33	0 /0

For Fiscal: 2024-2025 Per Section I, Item # 1.

						Marianaa	
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-505-02106	HEALTH INSURANCE EXPENSE	3,597.00	3,597.00	-149.87	-0.01	3,597.01	0.00 %
05-505-02107	TWC EXPENSE	59.00	59.00	0.00	0.00	59.00	0.00 %
<u>05-505-02150</u>	TMRS EXPENSE	2,168.00	2,168.00	96.09	171.83	1,996.17	7.93 %
<u>05-505-02160</u>	WORKER'S COMP INS.(TML)	67.00	67.00	2.97	5.31	61.69	7.93 %
05-505-02210	OTHER INSURANCE EXPENSE	20.00	20.00	-0.85	0.01	19.99	0.05 %
05-505-02220	CONTRACT- IT SERVICES	0.00	0.00	800.00	1,200.00	-1,200.00	0.00 %
<u>05-505-14000</u>	HARDWARE	12,750.00	12,750.00	2,250.97	2,250.97	10,499.03	17.65 %
<u>05-505-14010</u>	SOFTWARE	4,625.00	4,625.00	0.00	0.00	4,625.00	0.00 %
<u>05-505-14030</u>	NETWORK	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Expense Total:	58,203.00	58,203.00	4,474.83	6,266.56	51,936.44	10.77 %
Depar	tment: 505 - INFORMATION TECHNOLOGY Total:	58,203.00	58,203.00	4,474.83	6,266.56	51,936.44	10.77 %
Department: 520 -	CAPTIAL OUTLAY						
Expense 05-520-13500	WATER METERS	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
00 020 20000	Expense Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
	Department: 520 - CAPTIAL OUTLAY Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 526 -	WATER SUPPLIES	•	•			•	
Expense							
05-526-04100	CHEMICALS	100,000.00	100,000.00	2,837.20	2,989.12	97,010.88	2.99 %
05-526-04110	SUPPLIES, TOOLS & EQUIPMENT	12,000.00	12,000.00	0.00	619.94	11,380.06	5.17 %
<u>05-526-04120</u>	UNIFORMS & CLOTHING	5,000.00	5,000.00	387.50	688.32	4,311.68	13.77 %
05-526-04130	WATER CONNECTIONS	20,000.00	20,000.00	330.24	1,755.69	18,244.31	8.78 %
<u>05-526-04150</u>	WATER TESTING	7,500.00	7,500.00	621.18	902.42	6,597.58	12.03 %
<u>05-526-07100</u>	FUEL FOR VEHICLES	10,000.00	10,000.00	0.00	1,686.00	8,314.00	16.86 %
	Expense Total:	154,500.00	154,500.00	4,176.12	8,641.49	145,858.51	5.59 %
	Department: 526 - WATER SUPPLIES Total:	154,500.00	154,500.00	4,176.12	8,641.49	145,858.51	5.59 %
Department: 527 -	MAINTENANCE OF WATER S						
Expense							
<u>05-527-11100</u>	WATER PLANT MAINTENANCE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
<u>05-527-11150</u>	WAREHOUSE MAINTENANCE	8,500.00	8,500.00	583.91	1,044.92	7,455.08	12.29 %
	Expense Total:	12,500.00	12,500.00	583.91	1,044.92	11,455.08	8.36 %
Depa	rtment: 527 - MAINTENANCE OF WATER S Total:	12,500.00	12,500.00	583.91	1,044.92	11,455.08	8.36 %
•	MAINTENANCE OF WATER E						
Expense							
<u>05-528-08100</u>	REPAIRS TO VEHICLES	6,000.00	6,000.00	150.75	295.25	5,704.75	4.92 %
05-528-11200 05-528-11210	WATER PLANT EQUIPMENT	15,000.00	15,000.00	3,866.00	3,866.00	11,134.00	25.77 %
05-528-11230	WATER LINE MAINTENANCE	10,000.00	10,000.00	1,517.28	6,168.03	3,831.97	61.68 %
03-328-11230	FIRE HYDRANT REPAIRS  Expense Total:	25,000.00 <b>56,000.00</b>	25,000.00 <b>56,000.00</b>	0.00 <b>5,534.03</b>	0.00 <b>10,329.28</b>	25,000.00 <b>45,670.72</b>	0.00 % 18.45 %
Dono	<u> </u>	56,000.00	56,000.00	5,534.03	10,329.28	45,670.72	18.45 %
-	rtment: 528 - MAINTENANCE OF WATER E Total: WATER PURCHASES	30,000.00	30,000.00	3,334.03	10,329.20	43,070.72	10.45 //
Expense	WATER FORCHASES						
05-529-04100	C.C.I.D. #6 WATER	28,000.00	28,000.00	0.00	8,579.34	19,420.66	30.64 %
05-529-04110	TOWN INDIAN LAKE-WATER PURC	15,602.00	15,602.00	0.00	0.00	15,602.00	0.00 %
	Expense Total:	43,602.00	43,602.00	0.00	8,579.34	35,022.66	19.68 %
	Department: 529 - WATER PURCHASES Total:	43,602.00	43,602.00	0.00	8,579.34	35,022.66	19.68 %
•	WATER MISCELLANEOUS EX						
Expense							
<u>05-530-14100</u>	TECHNOLOGY MAINTENANCE AGRE	49,986.00	49,986.00	296.25	3,030.87	46,955.13	6.06 %
<u>05-530-30100</u>	AGENT FEE ON WATER BONDS	1,100.00	1,100.00	0.00	0.00	1,100.00	0.00 %
<u>05-530-30110</u>	TEXAS WATER COMM. PERMIT	5,000.00	5,000.00	4,726.05	4,726.05	273.95	94.52 %
05-530-30170 05-530-30500	SLUDGE REMOVAL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-530-30500 05-530-30520	WATER TANK INSP. & CLEANING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
03-330-30320	SOUTHMOST REGIONAL M&O	125,957.00	125,957.00	0.00	0.00	125,957.00	0.00 %

For Fiscal: 2024-2025 Per Section I, Item # 1.

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		<b>Total Budget</b>	<b>Total Budget</b>	Activity	Activity	(Unfavorable)	Used
05-530-30525	CDIMA EVERCE MATER CONCURART	200,000,00	300 000 00	0.00	0.00	200 000 00	0.00 %
05-530-99999	SRWA- EXCESS WATER CONSUMPT	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
05-550-55555	DEPRECIATION EXPENSE	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
	Expense Total:	620,043.00	620,043.00	5,022.30	7,756.92	612,286.08	1.25 %
	Department: 530 - WATER MISCELLANEOUS EX Total:	620,043.00	620,043.00	5,022.30	7,756.92	612,286.08	1.25 %
Department:	532 - WATER BONDED INDEBTEDN						
Expense							
05-532-30200	CAPITAL LEASE	17,949.00	17,949.00	0.00	0.00	17,949.00	0.00 %
05-532-80125	SRWA - DEBT SERVICE	51,899.00	51,899.00	0.00	0.00	51,899.00	0.00 %
	Expense Total:	69,848.00	69,848.00	0.00	0.00	69,848.00	0.00 %
n	epartment: 532 - WATER BONDED INDEBTEDN Total:	69,848.00	69,848.00	0.00	0.00	69,848.00	0.00 %
		03,040.00	03,040.00	0.00	0.00	03,040.00	0.00 /0
	534 - SEWER ADMINISTRATION						
Expense 05-534-01100	CALADIEC CEMED	402 242 00	402 242 00	20 670 65	40.700.04	252 514 00	12.12.0/
05-534-01125	SALARIES - SEWER	402,313.00	402,313.00	28,679.65	48,798.04	353,514.96	12.13 %
05-534-01129	CONTRACT LABOR  CONTRACT LABOR - OT	39,936.00	39,936.00	1,868.80	4,563.20	35,372.80	11.43 %
05-534-01500		1,500.00	1,500.00	233.60	665.60 4,524.23	834.40	44.37 % 17.40 %
05-534-02100	OVERTIME SALARIES EXPENSE	26,000.00	26,000.00	2,718.20	4,524.23 3,277.93	21,475.77	
05-534-02105	FICA EXPENSE	26,555.00	26,555.00	1,932.43	766.62	23,277.07	12.34 %
05-534-02106	MEDICARE EXPENSE	6,210.00	6,210.00	451.94 4,860.86		5,443.38	12.34 % 15.51 %
05-534-02107	HEALTH INSURANCE EXPENSE STATE UNEMPLOY TAX EXPENSE	57,908.00	57,908.00 942.00	4,860.86	8,982.15 0.57	48,925.85 941.43	0.06 %
05-534-02140	OPEB EXPENSE - SEWER	942.00 3,000.00	3,000.00	0.00	0.57	3,000.00	0.06 %
05-534-02150	TMRS EXPENSE	29,469.00	29,469.00	2,139.26	3,641.24	25,827.76	12.36 %
05-534-02160	WORKER'S COMP	5,461.00	5,461.00	393.86	667.66	4,793.34	12.23 %
05-534-02210	OTHER INSURANCE	328.00	328.00	23.48	45.25	282.75	13.80 %
05-534-03115	AUDITOR	13,500.00	13,500.00	0.00	0.00	13,500.00	0.00 %
05-534-03140	COLLECTION FEES - ERHWS	22,000.00	22,000.00	1,427.26	2,862.32	19,137.68	13.01 %
05-534-04100	SUPPLIES & POSTAGE	13,000.00	13,000.00	0.00	709.11	12,290.89	5.45 %
05-534-05100	ELECTRICITY	88,000.00	88,000.00	8,091.94	17,283.10	70,716.90	19.64 %
05-534-05120	TELEPHONE	7,544.00	7,544.00	423.52	780.49	6,763.51	10.35 %
05-534-05130	LIFT STATIONS - WATER ERHWS	4,400.00	4,400.00	501.42	1,239.78	3,160.22	28.18 %
05-534-05135	UTILITES - WASTEWATER	5,500.00	5,500.00	0.00	456.32	5,043.68	8.30 %
05-534-09100	TRAVEL & TRAINING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-534-10100	DUES & MEMBERSHIP	200.00	200.00	0.00	0.49	199.51	0.25 %
05-534-11400	CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
05-534-12100	STRUCTURE INSURANCE	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
05-534-12110	LIABILITY INSURANCE	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00 %
05-534-30115	CREDIT CARD EXPENSE	31,500.00	31,500.00	3,315.29	3,961.52	27,538.48	12.58 %
05-534-30120	ENGINEERING	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
05-534-30250	PROFESSIONAL SERVICES	500.00	500.00	6,370.00	6,370.00	-	1,274.00 %
05-534-99100	MISCELLANEOUS	1,000.00	1,000.00	46.59	46.59	953.41	4.66 %
05-534-99115	BAD DEBT EXPENSE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
	Expense Total:	831,266.00	831,266.00	63,478.64	109,642.21	721,623.79	13.19 %
	Department: 534 - SEWER ADMINISTRATION Total:	831,266.00	831,266.00	63,478.64	109,642.21	721,623.79	13.19 %
Damantonanto	·	002,200.00	35-,-55.65	33, 3.3 .	200,0 .2.22	,,	20.20 /0
•	535 - INFORMATION TECHNOLOG						
Expense 05-535-01100	ADMAINICT DATION CALADY	21 507 00	21 507 00	1 270 70	2 451 22	30.055.69	7 70 0/
05-535-02100	ADMINISTRATION SALARY FICA EXPENSE	31,507.00 1,953.00	31,507.00 1,953.00	1,370.79 84.88	2,451.32 151.66	29,055.68 1,801.34	7.78 % 7.77 %
05-535-02105	MEDICARE EXPENSE	1,953.00 457.00	1,953.00 457.00	19.85	35.47	421.53	7.77 % 7.76 %
05-535-02106	HEALTH INSURANCE EXPENSE	3,597.00	3,597.00	-149.87	-0.01	3,597.01	0.00 %
05-535-02107	TWC EXPENSE	59.00	59.00	0.00	-0.01	59.00	0.00 %
05-535-02150	TWC EXPENSE  TMRS EXPENSE	2,168.00	2,168.00	96.09	171.83	1,996.17	7.93 %
05-535-02160	WORKER'S COM. INS. (TML)	2,168.00 67.00	2,168.00 67.00	2.97	5.31	61.69	7.93 % 7.93 %
05-535-02210	LIFE & DENTAL INSURANCE EXPENS	20.00	20.00	-0.85	0.01	19.99	0.05 %
05-535-02220	CONTRACT- IT SERVICES	0.00	0.00	800.00	1,200.00	-1,200.00	0.03 %
05-535-14000	HARDWARE	12,750.00	12,750.00	2,250.97	2,250.97	10,499.03	17.65 %
05-535-14010	SOFTWARE	4,625.00	4,625.00	0.00	0.00	4,625.00	0.00 %
	55. 177 WE	1,023.00	1,023.00	0.00	0.00	1,023.00	3.00 /0

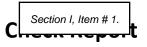
Section I, Item # 1. For Fiscal: 2024-2025 Per

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05 525 44020		•	· ·	•	•		
<u>05-535-14030</u>	NETWORK Expense Total:	1,000.00 <b>58,203.00</b>	1,000.00 <b>58,203.00</b>	0.00 <b>4,474.83</b>	0.00 <b>6,266.56</b>	1,000.00 <b>51,936.44</b>	0.00 % <b>10.77 %</b>
	Department: 535 - INFORMATION TECHNOLOG Total:	58,203.00	58,203.00	4,474.83	6,266.56	51,936.44	10.77 %
D	•	38,203.00	36,203.00	4,474.03	0,200.30	31,330.44	10.77 /0
Expense	t: 536 - SEWER SUPPLIES						
05-536-04100	CHEMICALS	32,000.00	32,000.00	3,212.54	3,553.05	28,446.95	11.10 %
05-536-04110	SUPPLIES, TOOLS & EQUIPMENT	8,000.00	8,000.00	11.96	296.92	7,703.08	3.71 %
05-536-04120	UNIFORMS & CLOTHING	5,000.00	5,000.00	292.15	593.00	4,407.00	11.86 %
05-536-04130	SEWER CONNECTIONS	1,500.00	1,500.00	51.96	272.04	1,227.96	18.14 %
05-536-04150	SEWER TESTING	23,000.00	23,000.00	0.00	2,065.00	20,935.00	8.98 %
05-536-06100	7.5 7.171.511.45	500.00	500.00	0.00	0.00	500.00	0.00 %
05-536-07100	. 522 . 51. 725225	10,000.00	10,000.00	0.00	1,686.00	8,314.00	16.86 %
05-536-07110		5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Expense Total:	85,000.00	85,000.00	3,568.61	8,466.01	76,533.99	9.96 %
	Department: 536 - SEWER SUPPLIES Total:	85,000.00	85,000.00	3,568.61	8,466.01	76,533.99	9.96 %
Departmen	t: 537 - MAINTENANCE OF SEWER S						
Expense							
05-537-11100	SEVER E ATT TO ATTE	4,500.00	4,500.00	41.65	71.62	4,428.38	1.59 %
05-537-11150		4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
	Expense Total:	8,500.00	8,500.00	41.65	71.62	8,428.38	0.84 %
	Department: 537 - MAINTENANCE OF SEWER S Total:	8,500.00	8,500.00	41.65	71.62	8,428.38	0.84 %
Departmen	t: 538 - MAINTENANCE OF SEWER E						
Expense							
05-538-08100	1121711101010120	6,000.00	6,000.00	150.75	283.25	5,716.75	4.72 %
05-538-08110	112171110 10 2710111102	5,000.00	5,000.00	275.00	822.99	4,177.01	16.46 %
05-538-11200 05-538-11210	SEWERT ENT EQUITMENT	20,000.00	20,000.00	1,878.00	2,003.00	17,997.00	10.02 %
05-538-11210		28,211.00	28,211.00	2,700.00	26,455.14	1,755.86	93.78 %
05-538-11230		2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
03 330 11230	LIFT STATION EQUIP.  Expense Total:	20,000.00 <b>81,211.00</b>	20,000.00 <b>81,211.00</b>	3,996.00 <b>8,999.75</b>	4,246.00 <b>33,810.38</b>	15,754.00 <b>47,400.62</b>	21.23 % 41.63 %
	<u> </u>		·	<u> </u>	-		
	Department: 538 - MAINTENANCE OF SEWER E Total:	81,211.00	81,211.00	8,999.75	33,810.38	47,400.62	41.63 %
Expense	t: 539 - SEWER MISC. EXPENSES						
05-539-14100	120111020011111111111111111111111111111	18,905.00	18,905.00	98.75	1,010.29	17,894.71	5.34 %
05-539-30110	TENTO WITTER COMMISSION	9,000.00	9,000.00	0.00	8,449.22	550.78	93.88 %
05-539-30170		13,000.00	13,000.00	1,414.00	1,414.00	11,586.00	10.88 %
05-539-99999	DEP. EXPENSE SEWER  Expense Total:	530,000.00 <b>570,905.00</b>	530,000.00	0.00 <b>1,512.75</b>	0.00 <b>10,873.51</b>	530,000.00 <b>560,031.49</b>	0.00 % 1.90 %
	_	<u> </u>	570,905.00	-			
	Department: 539 - SEWER MISC. EXPENSES Total:	570,905.00	570,905.00	1,512.75	10,873.51	560,031.49	1.90 %
-	t: 541 - SEWER BONDED INDEBTEDN						
Expense 05-541-30200	CAPITAL LEASE	17,949.00	17,949.00	0.00	0.00	17,949.00	0.00 %
	Expense Total:	17,949.00	17,949.00	0.00	0.00	17,949.00	0.00 %
	Department: 541 - SEWER BONDED INDEBTEDN Total:	17,949.00	17,949.00	0.00	0.00	17,949.00	0.00 %
Denartmen	t: 552 - TRANSFER OUT						
Expense	1. 332 - TRANSFER 001						
05-552-30130	TRANSFER OUT - SERIES 2008 (USDA)	111,406.00	111,406.00	0.00	0.00	111,406.00	0.00 %
05-552-30132		190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
05-552-30136	·	100,690.00	100,690.00	0.00	0.00	100,690.00	0.00 %
05-552-30138	· ·	136,134.00	136,134.00	0.00	0.00	136,134.00	0.00 %
05-552-30140	TRANSFER OUT - SERIES 2009	31,525.00	31,525.00	0.00	0.00	31,525.00	0.00 %
05-552-30316		3,800.00	3,800.00	0.00	400.00	3,400.00	10.53 %
05-552-30319	TRANSFER OUT - SERIES 2020 (DWS	119,828.00	119,828.00	0.00	0.00	119,828.00	0.00 %

For Fiscal: 2024-2025 Per Section I, Item # 1.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
05-552-30320	TRANSFER OUT - SERIES 2020 (CWS	46,787.00	46,787.00	0.00	0.00	46,787.00	0.00 %
	Expense Total:	740,170.00	740,170.00	0.00	400.00	739,770.00	0.05 %
	Department: 552 - TRANSFER OUT Total:	740,170.00	740,170.00	0.00	400.00	739,770.00	0.05 %
	Fund: 05 - UTILITY FUND Surplus (Deficit):	-960,002.00	-960,002.00	74,254.91	202,855.28	1,162,857.28	-21.13 %
	Report Surplus (Deficit):	-960,002.00	-960,002.00	74,254.91	202,855.28	1,162,857.28	-21.13 %

11/27/2024 9:41:59 AM





#### City of Los Fresnos, TX

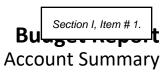
By Check Number

Date Range: 10/01/2024 - 10/31/2024

				<b>.</b>		
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FVB9-CD0	C CHECKING					
06945	DESIDERIO MARTINEZ	10/04/2024	Regular	0.00	1,520.00	3591
00305	LOS FRESNOS CHAMBER OF COMMERCE	10/04/2024	Regular	0.00	1,250.00	3592
01645	STAPLES	10/04/2024	Regular	0.00	1,621.83	3593
08257	TOTAL IMAGING SOLUTIONS, INC	10/04/2024	Regular	0.00	6.92	3594
08193	ULINE, INC.	10/04/2024	Regular	0.00	505.83	3595
01488	Valentina Felix Baez	10/04/2024	Regular	0.00	26.20	3596
01493	J.GALLAGHER ASPHALT MAINTENANCE LLC	10/10/2024	Regular	0.00	16,000.00	3597
06945	DESIDERIO MARTINEZ	10/18/2024	Regular	0.00	1,600.00	3598
01458	LORENA GUERRERO	10/18/2024	Regular	0.00	-3,750.00	3599
01458	LORENA GUERRERO	10/18/2024	Regular	0.00	3,750.00	3599
00305	LOS FRESNOS CHAMBER OF COMMERCE	10/18/2024	Regular	0.00	1,500.00	3600
01274	NewLane Finance Company	10/18/2024	Regular	0.00	39.75	3601
01442	PLACER LABS INC	10/18/2024	Regular	0.00	7,000.00	3602
00915	PURCHASE POWER	10/18/2024	Regular	0.00	103.51	3603
01496	RAMON ORTIZ	10/18/2024	Regular	0.00	100.00	3604
00001	CITY OF L.F. PAYROLL ACCT	10/11/2024	Bank Draft	0.00	168.42	DFT0000893
00001	CITY OF L.F. PAYROLL ACCT	10/25/2024	Bank Draft	0.00	297.99	DFT0000899

#### Bank Code FVB9 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	14	0.00	35,024.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-3,750.00
Bank Drafts	2	2	0.00	466.41
EFT's	0	0	0.00	0.00
_	22	17	0.00	31.740.45



For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 09 - C	OMMUNITY DEVELOPMENT COR						
Departme	ent: 452 - CDC DISBURSEMENTS						
Revenue	e						
09-452-1000	INTEREST EARNED	14,400.00	14,400.00	0.00	0.00	-14,400.00	0.00 %
09-452-1132	SALES TAX	670,800.00	670,800.00	55,659.09	105,250.01	-565,549.99	15.69 %
	Revenue Total:	685,200.00	685,200.00	55,659.09	105,250.01	-579,949.99	15.36 %
	Department: 452 - CDC DISBURSEMENTS Total:	685,200.00	685,200.00	55,659.09	105,250.01	-579,949.99	15.36 %
Departme	ent: 575 - COMMUNITY DEVELOPMENT						
Expense	2						
09-575-0110	OO SALARIES	25,334.00	25,334.00	804.00	1,236.00	24,098.00	4.88 %
09-575-0210	DO FICA EXPENSE	1,571.00	1,571.00	49.85	76.63	1,494.37	4.88 %
09-575-0210	MEDICARE EXPENSE	367.00	367.00	11.66	17.92	349.08	4.88 %
09-575-0210	TWC EXPENSE	117.00	117.00	0.80	1.23	115.77	1.05 %
09-575-0216	WORKER'S COMP	51.00	51.00	1.74	2.68	48.32	5.25 %
09-575-0311	LO ATTORNEY	500.00	500.00	0.00	0.00	500.00	0.00 %
09-575-0311	L <u>S</u> AUDITOR	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
09-575-0312	PROFESSIONAL SERVICES	41,600.00	41,600.00	4,800.00	6,400.00	35,200.00	15.38 %
09-575-0312	BUSINESS RECRUIT AND DEVELOPME	18,000.00	18,000.00	0.00	3,000.00	15,000.00	16.67 %
09-575-0410	OFFICE SUPPLIES & PRINTING	5,500.00	5,500.00	0.72	12.70	5,487.30	0.23 %
09-575-0610	CITY PROMOTION	54,500.00	54,500.00	1,250.00	2,500.00	52,000.00	4.59 %
09-575-0612	20 ADVERTISING	12,580.00	12,580.00	0.00	0.00	12,580.00	0.00 %
09-575-0910	DO TRAVEL/SEMINARS	3,000.00	3,000.00	0.00	26.20	2,973.80	0.87 %
09-575-1010	DUES & MEMBERSHIPS	2,000.00	2,000.00	39.75	7,079.50	-5,079.50	353.98 %
09-575-1115	5. 26	188,416.00	188,416.00	6,680.01	58,811.03	129,604.97	31.21 %
09-575-1210	00 INSURANCE	300.00	300.00	0.00	0.00	300.00	0.00 %
09-575-1350	OO CAPITAL OUTLAY	101,800.00	101,800.00	0.00	0.00	101,800.00	0.00 %
09-575-3010	BUSINESS INCENTIVE PROGRAM	40,000.00	40,000.00	0.00	-185.43	40,185.43	-0.46 %
09-575-3012	GENERAL FUND ADMIN	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
09-575-3013	TRANSFER DEBT SERVICE I&S	268,064.00	268,064.00	0.00	0.00	268,064.00	0.00 %
09-575-9910	MISCELLANEOUS	300.00	300.00	0.00	0.00	300.00	0.00 %
	Expense Total:	787,000.00	787,000.00	13,638.53	78,978.46	708,021.54	10.04 %
	Department: 575 - COMMUNITY DEVELOPMENT Total:	787,000.00	787,000.00	13,638.53	78,978.46	708,021.54	10.04 %
Fund	: 09 - COMMUNITY DEVELOPMENT COR Surplus (Deficit):	-101,800.00	-101,800.00	42,020.56	26,271.55	128,071.55	-25.81 %
	Report Surplus (Deficit):	-101,800.00	-101,800.00	42,020.56	26,271.55	128,071.55	-25.81 %

11/27/2024 9:42:34 AM

# Sales Tax Report FY 24-25

		2c			1	1-1/2c (General Fund Portion)	Portion)			1/2c (CDC Portion	(uoi	
			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)			Inc(Dec)	Inc(Dec)
Paid	FY23-24	FY22-23	(\$)	(%)	FY23-24	FY22-23	(\$)	(%)	FY23-24	FY22-23	(\$)	(%)
October	243,943.95	185,244.88	58,699.07	31.69%	182,957.96	138,933.66	44,024.30	31.69%	60,985.99	46,311.22	14,674.77	31.69%
November	222,593.76	184,490.56	38,103.20	20.65%	166,945.32	138,367.92	28,577.40	20.65%	55,648.44	46,122.64	9,525.80	20.65%
December	181,035.06	168,404.27	12,630.79	7.50%	135,776.30	126,303.20	9,473.09	7.50%	45,258.77	42,101.07	3,157.70	7.50%
January	183,910.88	167,540.80	16,370.08	9.77%	137,933.16	125,655.60	12,277.56	9.77%	45,977.72	41,885.20	4,092.52	9.77%
February	246,747.09	229,682.55	17,064.54	7.43%	185,060.32	172,261.91	12,798.41	7.43%	61,686.77	57,420.64	4,266.14	7.43%
March	177,249.93	159,308.68	17,941.25	11.26%	132,937.45	119,481.51	13,455.94	11.26%	44,312.48	39,827.17	4,485.31	11.26%
April	183,718.30	202,435.05	(18,716.75)	-9.25%	137,788.73	151,826.29	(14,037.56)	-9.25%	45,929.58	50,608.76	(4,679.19)	-9.25%
May	252,041.13	249,102.32	2,938.81	1.18%	189,030.85	186,826.74	2,204.11	1.18%	63,010.28	62,275.58	734.70	1.18%
June	203,263.59	158,463.23	44,800.36	28.27%	152,447.69	118,847.42	33,600.27	28.27%	50,815.90	39,615.81	11,200.09	28.27%
ylul	193,451.68	187,822.61	5,629.07	3.00%	145,088.76	140,866.96	4,221.80	3.00%	48,362.92	46,955.65	1,407.27	3.00%
August	234,275.31	298,745.71	(64,470.40)	-21.58%	175,706.48	224,059.28	(48,352.80)	-21.58%	58,568.83	74,686.43	(16,117.60)	-21.58%
September	212,384.99	201,318.09	11,066.90	2.50%	159,288.74	150,988.57	8,300.17	2.50%	53,096.25	50,329.52	2,766.73	2.50%
TOTAL SALES ACTIVITIES	\$ 2,534,615.67	\$ 2,392,558.75	\$ 142,056.92	5.94%	\$ 1,900,961.75	1,794,419.06 \$	106,542.69	5.94%	\$ 633,653.92	\$ 598,139.69 \$	35,514.23	5.94%

		2c			1	-1/2c (General Fund I	Portion)			1/2c (CDC Port	ion)	
			lnc(Dec)	Inc(Dec)			, 1	Inc(Dec)			Inc(Dec)	Inc(Dec)
Paid	FY24-25		(\$)	(%)	FY24-25	FY23-24	(\$)	(%)	FY24-25	FY23-24	(\$)	(%)
October	198,363.69		(45,580.26)	-18.68%	148,772.77	182,957.96	(34, 185.20)	-18.68%	49,590.92	60,985.99	(11,395.07)	-18.68%
November	222,636.36		42.60	0.02%	166,977.27	166,945.32		0.02%		55,648.44	10.65	0.02%
TOTAL SALES ACTIVITIES	\$ 421,000.05	\$ 466,537.71 \$	\$ (45,537.66)	-9.76%	\$ 315,750.04	\$ 349,903.28 \$	(34,153.25)	-9.76% \$	\$ 105,250.01	\$ 116,634.43 \$	(11,384.42)	-9.76%

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

11/6/2024

Section I, Item # 2.

#### ACTION ITEM REPORT



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 Item Title:

**Recommendation:** 

I recommend approval.



#### November 2024

**Water Treatment Plant activity:** 

Total Output: 17,841,034

Daily Average: 575,517

% of Capacity: 57.6%

**Waste Water Treatment Plant activity:** 

Total Output: 21,106,000

Daily Average: 703,533

% of Capacity: 70.4%



#### **Public Works Monthly Report for November 2024**

CALLS FOR SERVICE	MONTH TOTAL	YEAR TO DATE
Service Connects/Disconnects	41	1321
Rereads/Meter Info	157	1416
Water Taps	14	83
Sewer Taps	9	35
Change Meter	8	195
Service Check for Water Leak at Account	4	201
Repaired Leak	1	43
Call for Sewer Stoppage	8	107
City Sewer Lines Unstopped	4	61
Code Enforcement/Other	1	198
Garbage Collection	20	375
Pothole Repairs	45	540
Street Sign Replacement/Repaired	0	19
Asphalt Used (ton)	2.5	20.5
Gravel Used (ton)	0	6.75
Fire Hydrants Flushed and Oiled	9	350
Fire Hydrants Repaired	0	0
Valves Repaired	0	0
Manholes Cleaned/Repaired	5	32

**Carlos Salazar, Director of Public Works** 

12/05/2024 10:41 AM

PROJECT ISSUE DATE NAME

PROJECT VALUATION AND FEE REPORT

LOCATION

PROJECTS: 0 -ZZZZZZZZZ

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 11/01/2024 THRU 11/30/2024
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

Section I, Item # 2.

PROJ TYPE

CONTRACTOR DESCRIPTION

PAGE: 1

STATUS: ALL

133483	11/04/2024	SANTOS, MARIA LOUISA	421 CANAL STREET	OWNER	RESIDENTIAL REMODEL/ADDITIO	ALT
133484	11/04/2024	LOPEZ, JUANA I	119 FINCH DRIVE	ALADINO HO	RESIDENTIAL BUILDING	NEW
133485	11/05/2024	ND PENA INVESTMENTS INC	522 ORIOLE DRIVE	EULALIA SI	RESIDENTIAL BUILDING	NEW
133486	11/06/2024	IMAGINATION STATION 6 ACADE	31121 STATE HWY 100	LUXE CUSTO	ACCESSORY BUILDING/CANOPY	NEW
133487	11/12/2024	LEAL, SARAH A	211 CANAL STREET	OWNER	RESIDENTIAL REMODEL/ADDITIO	ALT
133488	11/20/2024	AGUILLONS TRANSMISSION	31241 STATE HWY 100	OWNER	FENCE PERMIT	ALT
133489	11/20/2024	CAMPOS, BRITTNEY	104 LILLY STREET	OWNER	FENCE PERMIT	ALT
133490	11/20/2024	DELGADO, ROBERTO	914 S ARROYO BLVD	OWNER	FENCE PERMIT	ALT
133491	11/21/2024	JAUREGUI, NORMA L	302 W 10TH STREET	OWNER	REROOF PERMIT	ALT
133492	11/25/2024	DELGADO, ROBERTO J	733 W OCEAN BLVD	LF FRAME	RESIDENTIAL BUILDING	NEW
133493	11/25/2024	MARTINEZ, ADRIANA	109 E RESACA DRIVE	RGV PROPER	REROOF PERMIT	ALT
133494	11/27/2024	WATERMILL EXPRESS LLC	719 W OCEAN BLVD WATEX	JAS	ELECTRICAL PERMIT	ALT
133495	11/27/2024	BARRON, SANJUANA	114 VILLA DEL SUR DRIVE	PEDRO SANC	REROOF PERMIT	ALT
*** TOTALS	*** NUMB	ER OF PROJECTS: 13		VALUATION:	577,760.00 FEES:	7,033.98

12/05/2024 10:41 AM

PROJECTS: 0 -ZZZZZZZZZZZ

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

ISSUED DATES: 11/01/2024 THRU 11/30/2024

PROJECT VALUATION AND FEE REPORT

Section I, Item # 2.

PAGE: 2

EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

\*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
A - ACCESSORY BUILDING PERMIT		21,000.00	100.00
B - BUILDING PERMIT	5	49,350.00	1,145.62
E - ELECTRICAL PERMIT	5	0.00	1,230.00
F - FENCE PERMIT	3	10,900.00	300.00
M - MECHANICAL PERMIT	4	0.00	334.12
N - BUILDING PERMIT	3	496,510.00	2,879.24
P - PLUMBING PERMIT	4	0.00	1,045.00
*** TOTALS ***	25	577,760.00	7,033.98

12/05/2024 10:41 AM

PROJECT VALUATION AND FEE REPORT

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 11/01/2024 THRU 11/30/2024
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

Section I, Item # 2.

PAGE: 3

STATUS: ALL

#### \*\*\* BUILDING CODE RECAP \*\*\*

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
*BLANK* - *BLANK* 101 - SINGLE FAMILY ATTACHED	10	18 7	566,860.00 10,900.00	5,688.98 1,345.00
*** TOTALS ***	13	25	577,760.00	7,033.98

### CITY OF LOS FRESNOS

Recycling Program
Total Number of Guest
November 2024

Date	Tuesdays at Memorial Park 7 am - 11 am
11/05/24	27
11/12/24	33
11/19/24	35
11/26/24	30
Totals	125

Date	Thusdays at Wal-Mart Parking 4 pm - 8 pm
11/07/24	29
11/14/24	43
11/21/24	39
11/28/24	0
Totals	111

Date	Saturdays at City Hall 9 am - 1 pm
11/02/24	32
11/09/24	26
11/16/24	40
11/23/24	31
11/30/24	0
Totals	129

Total attendance for the Month of November 365
--





















Form Approved OMB No. 2040-0004 expires on 07/31/2026

# **DMR Copy of Record**

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business email address), confidential business in formation. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(I)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency is a collection of information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit													
Permit #:	#: TX0091243	1243	Permittee:		LOS FRES	LOS FRESNOS, CITY OF		Fa	Facility:	CITY OF I	CITY OF LOS FRESNOS WWTP	3 WWTP	
Major:	Yes		Permitt	Permittee Address:	520 E OC LOS FRES	520 E OCEAN BLVD LOS FRESNOS, TX 78566		E.	Facility Location:	909 S NO LOS FRE	909 S NOGAL STREET LOS FRESNOS, TX 78566	99	
Permitt	Permitted Feature: 001 Externa	001 External Outfall	Discharge:	.de:	001-A DOMESTI	<b>001-A</b> DOMESTIC FACILITY - 001							
Report	Report Dates & Status												
Monito	Monitoring Period: From 10	From 10/01/24 to 10/31/24	DMR Due Date:	le Date:	11/20/24			S	Status:	NetDMR	NetDMR Validated		
Consia	Considerations for Form Completion												
INTERL	INTERIM PHASE EFFECTIVE UPON ISSUANCE AND LASTING THROUGH THE COMPLETION OF EXPANSION TO THE 2.0 MGD FACILITY.	E AND LASTING THROUGH THE CC	OMPLETION OF	<b>EXPANSION TO THE</b>	E 2.0 MGD FACILITY.								
Princip	Principal Executive Officer												
First Name:	ame: CARLOS	Si	Title:		DIRECTO	DIRECTOR OF PUBLIC WORKS		Te	Telephone:	956-233-5768	5768		
Last Name:	ame: SALAZAR	AR											
No Dat	No Data Indicator (NODI)												
Form NODI:	IODI:												
opo C	Parameter	Monitoring Location S	Season # Param. NODI	DI	Value 4	Quantity or Loading	Inite Onelition 4	Volled 1	Quality or Concentration	entration Value 3	0#	# of Ex. Frequency of Analysis Sample Type	sis Sample Type
200				Sample	- 23			7.8	2		19 - ma/L	02/07 - Twice Every Week GR - GRAB	eek GR - GRAB
00300	Oxygen, dissolved [DO]	1 - Effluent Gross		Permit Req.			X.	4.0 MO MIN		1,1	19 - mg/L	02/07 - Twice Every Week GR - GRAB	eek GR - GRAB
				Sample			II	7.2	ı	7.7	12 - SU	01/07 - Weekly	GR - GRAB
00400	చ	1 - Effluent Gross	- 0	Permit Req.			X.	6.0 MINIMUM	II V	MAXIMUM	12 - SU	01/07 - Weekly	GR - GRAB
				Value NODI									
				Sample =	15.7	V	56 - Ib/d	II			19 - mg/L	02/07 - Twice Every Week CP - COMPOS	eek CP - COMPOS
00230	Solids, total suspended	1 - Effluent Gross	1 0	Permit Req. <=	125.0 DAILY AV	. 4	26 - Ib/d	II V	15.0 DAILY AV <=	40.0 DAILY MX 19	19 - mg/L	02/07 - Twice Every Week CP - COMPOS	eek CP - COMPOS
				value NODI									
	:			Sample =	2.34 25.0 DAII Y AV	.4 (	26 - lb/d 26 - lb/d	II V	3.0.DAII Y AV	1.3 19 10 0 DAII Y MX 19	19 - mg/L	02/07 - Twice Every Week CP - COMPOS 02/07 - Twice Every Week CP - COMPOS	eek CP - COMPOS
01900	Nitrogen, ammonia total [as N]	1 - Eπluent Gross	! O	Value NODI									
				Sample =	0.815	2.162	03 - MGD					99/99 - Continuous	TM - TOTALZ
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross		Permit Req.	Req Mon DAILY AV	Ion DAILY MX	13 - MGD					99/99 - Continuous	TM - TOTALZ
				Clamco		7 0 88 7	70 min/loo					and alter	7 IVIOI MI
50050	from in conduit or that treatment more	D. Coo Commonts	c	Permit Req.		2HR PEAK	78 - gal/min					99/99 - Continuous	TM - TOTALZ
	TOW, III COLIGATION OF ALL AND			Value NODI									
				Sample =	0.666		3 - MGD					99/99 - Continuous	TM - TOTALZ
50050	Flow, in conduit or thru treatment plant	Y - Effluent Gross (Supplementary)	1	Permit Req. <=	1.0 ANNL AVG	J	03 - MGD					99/99 - Continuous	TM - TOTALZ
				Value NODI									
				Sample					II		19 - mg/L	01/01 - Daily	GR - GRAB
20060	Chlorine, total residual	A - Disinfection, Process Complete	- 0	Permit Req.					V	0.1 INST MAX 19	9 - mg/L	01/01 - Daily	GR - GRAB
				Value NODI									
				Sample			II	1.2		15	19 - mg/L	01/01 - Daily	GR - GRAB
20060	Chlorine, total residual	B - Prior to Disinfection	1 0	Permit Req.			X.	1.0 MO MIN		¥	19 - mg/L	01/01 - Daily	GR - GRAB
				value NODI									
2	ï			Sample Permit Req.				II V	1.0 = 126.0 DAILY AV <=	32 - CFU/100mL 399.0 DAILY MX 3Z - CFU/100mL	3Z - CFU/100mL 3Z - CFU/100mL	02/30 - Twice Per Month 02/30 - Twice Per Month	th GR - GRAB th GR - GRAB
51040	E. coll	1 - Effluent Gross	: 0										

		Value NODI						
		Sample =	13.99	26 - lb/d	= 2.37	37 =	2.7 19 - mg/L	02/07 - Twice Every Week CP - COMPOS
80082 BOD. carbonaceous [5 day. 20 C]	1 - Effluent Gross	Permit Req. <=	83.0 DAILY AV	26 - lb/d	> 10	10.0 DAILY AV <=	25.0 DAILY MX 19 - mg/L	02/07 - Twice Every Week CP - COMPOS
		Value NODI						
Submission Note								
If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.	or the Sample nor Effluent Trading, then none o	f the following fields will k	oe submitted for that row: Units, Numbe	ir of Excursions, Frequency of	Analysis, and Sample	ype.		
Edit Check Errors								
No errors.								
Comments								
Attachments								
No attachments.								
Report Last Saved By								
LOS FRESNOS, CITY OF								
User:	CARLOS_SALAZAR_57							
Name:	Carlos Salazar							
E-Mail:	csalazar@citylf.us							
Date/Time:	2024-11-15 11:46 (Time Zone: -06:00)	one: -06:00)						
Report Last Signed By								
User:	CARLOS_SALAZAR_57							
Name:	Carlos Salazar							
E-Mail:	csalazar@citylf.us							
Date/Time:	2024-11-15 11:46 (Time Zone: -06:00)	one: -06:00)						

Section I, Item # 3.

#### ACTION ITEM REPORT



Item Title:

Police Department November 2024 1. Calls-By Type 2. Calls-By Date & Time 3. Incidents-By Violation 4. Arrests-By Type 5. Accidents-By Streets & Intersection October 2024 1. Magistrates 2. Index Crimes by Zone

#### **Recommendation:**

I recommend approval.

Section I, Item # 3.

# LOS FRESNOS POLICE DEPARTMEN Calls - By Type

#### 11\01\2024 thru 11\30\2024 Agency is: LOS FRESNOS POLICE DEPARTMENT

Туре	Description	# Of Calls	
178	ABANDONED VEHICLES - ORDINANCE 454	1	
86	ACCIDENT - MOTOR VEHICLE	25	
5	ALARM BUSINESS	6	
7	ANIMAL BITE	3	
167	ANIMAL CONTROL - ORDINANCE 410 OR 410-1	48	
9	ARSON	1	
10	ASSIST OTHER AGENCY	6	
19	BURGLARY	5	
23	CHILD CUSTODY DISPUTE	2	
25	CITIZEN CONTACT	6	
26	CIVIL MATTER	14	
185	CIVIL STAND BY	3	
60	CREDIT CARD FRAUD	1	
32	CRIMINAL TRESPASS	1	
34	DAMAGED PROPERTY	6	
182	DEBRIS ON THE ROADWAY	14	
44	DISTRUBANCE	2	
50	EMS CALL	29	
57	FIRE ALARM	3	
59	FOUND-RECOVERED PROPERTY	1	
170	GARAGE SALES - ORDINANCE 416	7	
63	GAS LEAK	2	
66	GRASS FIRE	_ 1	
67	HARASSMENT	8	
107	HEALTH PERMIT	4	
87	HIT AND RUN	2	
72	IDENTITY THEFT	3	
74	INFORMATION	27	
153	LIVESTOCK AND FOWL - ORDINANCE 265	1	
186	LOOK OUT	28	
82	LOST PROPERTY (CELL PHONE, PURSE, ETC)	5	
173	LOUD NOISE - ORDINANCE 420	6	
147	MAINTENANCE OF SIGNS - ORDINANCE 235-BB	14	
106	NOISE DISTURBANCE	2	
92	OPEN DOOR/OPEN WINDOW	4	
93	PARKING REGULATIONS	4	
163	PARKING, STANDING, STOPPING ON MESQUIRE AND	1	
100	CANAL ST ORDINANCE 362	•	
149	POLITICAL ELECTION SIGNS - ORDINANCE 235-P	6	
117	SEXUAL ASSAULT	2	
175	SOLID WASTE RECEPTACLES - ORDINANCE 426	7	
136	STALLED VEHICLE	14	
56	STRUCTURE FIRE	2	
120	SUSPICIOUS NOISES	3	
119	SUSPSICIOUS PERSON/VEHICLES	33	
121	TERRORISTIC THREATS	8	
123	THEFT	10	
125	TRAFFIC STOP	959	
184	UNWANTED SUBJECT	4	
91	VEHICLE DOOR OPEN	1	
12/03/2024 15:06		1 of 2	
,00,2027 10.00		1 01 2	

Туре	Description	# Of Calls	Section I, Item # 3.
128	VERBAL DISTURBANCE	17	
176	WATER AND SEWER SERVICES - ORDINANCE 429	1	
132	WAVE DOWN	3	
142	WEEDED OR RUBBISH LOT - ORDINANCE 123-A	5	
133	WELFARE CONCERN	28	
	Total	1,399	

12/03/2024 15:06 2 of 2

#### Section I, Item # 3.

# LOS FRESNOS POLICE DEPARTMEN<sup>1</sup> Calls - By Date & Time

11\01\2024 thru 11\30\2024 Agency is: LOS FRESNOS POLICE DEPARTMENT

Date	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
11/01/2024	1	2	0	2	1	1	1	4	3	0	2	2	3	2	3	6	6	2	4	2	1	3	2	2	55
11/02/2024	2	2	0	2	0	0	0	1	2	4	0	4	5	1	6	5	4	4	5	1	14	1	3	5	71
11/03/2024	5	2	1	2	2	1	0	0	2	2	0	1	1	0	0	1	4	4	0	2	1	2	0	3	36
11/04/2024	5	3	0	0	2	1	0	4	3	0	1	4	2	0	2	2	1	5	2	2	1	0	0	2	42
11/05/2024	4	3	0	2	0	6	3	3	2	0	1	1	0	1	1	3	4	2	2	9	3	1	0	1	52
11/06/2024	4	0	1	1	1	2	2	2	0	3	6	0	1	2	3	4	3	1	4	0	1	4	0	3	48
11/07/2024	4	1	2	0	1	3	1	1	3	4	1	1	1	3	1	5	3	1	4	0	0	1	0	1	42
11/08/2024	1	3	0	0	0	3	1	5	3	3	2	1	3	3	1	1	6	0	5	1	4	5	3	3	57
11/09/2024	3	1	0	0	0	0	0	0	3	1	1	3	3	0	1	8	2	6	8	6	6	1	3	2	58
11/10/2024	5	5	2	1	1	1	5	0	0	1	2	1	0	8	4	1	0	0	3	6	1	5	0	3	55
11/11/2024	4	2	0	1	3	4	1	1	2	1	3	4	2	1	1	3	2	1	4	1	3	2	2	1	49
11/12/2024	0	2	1	0	1	5	0	2	5	3	1	1	2	0	1	1	4	7	11	4	4	1	0	1	57
11/13/2024	2	0	0	1	0	0	0	0	2	2	0	3	2	1	1	3	3	3	3	1	4	2	2	2	37
11/14/2024	3	2	1	0	0	0	0	0	4	0	2	1	0	2	0	3	1	1	2	1	1	0	1	0	25
11/15/2024	2	2	0	3	1	1	0	0	4	2	5	0	0	2	5	1	5	2	4	1	5	0	4	1	50
11/16/2024	1	1	0	0	0	0	0	2	0	0	0	2	3	2	2	5	6	6	0	5	5	1	2	3	46
11/17/2024	5	2	0	0	1	0	0	4	5	5	2	2	2	1	2	12	4	3	3	2	2	1	1	0	59
11/18/2024	2	2	2	0	1	1	0	1	0	2	0	2	3	1	0	1	3	3	2	3	0	1	0	7	37
11/19/2024	3	2	0	0	1	6	2	3	0	0	1	2	1	0	0	2	2	0	3	0	2	1	2	0	33
11/20/2024	2	0	1	2	1	3	2	8	3	2	2	5	3	0	1	3	6	5	3	0	1	1	0	0	54
11/21/2024	1	1	1	0	0	0	0	5	2	1	1	7	2	0	1	4	2	1	0	1	1	1	0	2	34
11/22/2024	1	2	0	0	0	0	0	2	1	0	1	2	2	1	3	0	1	1	1	0	2	5	2	3	30
11/23/2024	5	1	0	0	1	1	0	2	0	0	2	1	2	2	1	2	6	4	5	7	2	3	2	2	51
11/24/2024	0	0	0	0	0	0	0	0	0	0	3	1	3	3	1	2	2	2	6	5	5	1	0	3	37
11/25/2024	4	1	0	0	3	2	0	3	5	3	2	4	0	1	0	4	1	1	1	2	0	3	1	2	43
11/25/2024	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
11/26/2024	0	1	0	0	0	2	0	3	2	2	1	2	1	2	4	5	4	6	2	5	0	4	1	2	49
11/27/2024	2	0	2	0	0	0	0	1	4	0	2	5	0	1	0	6	2	3	2	0	1	6	0	2	39
11/28/2024	0	0	0	0	0	0	0	3	3	3	0	0	0	4	3	0	0	4	4	6	2	5	1	0	38
11/29/2024	0	1	1	0	0	0	0	1	1	1	4	2	4	3	1	3	7	5	7	3	2	4	0	2	52
11/30/2024	4	0	0	0	0	0	1	0	4	1	5	2	3	1	0	1	9	4	6	7	5	6	3	0	62
Total	75	44	15	17	21	43	19	61	68	46	53	66	54	48	49	97	104	87	106	83	79	71	35	58	1399

Section I, Item # 3.

# LOS FRESNOS POLICE DEPARTMENT Incidents - By Violation

11\01\2024 thru 11\30\2024 Agency is: LOS FRESNOS POLICE DEPARTMENT

Violation	Incidents
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	1
ASSAULT	1
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT 13a	1
BURGLARY OF HABITATION	1
BURGLARY OF VEHICLE 23f	1
CHANGED LANE WHEN UNSAFE	3
CHILD (4-17) NOT SECURED BY SAFETY BELT	2
CITY ORD VIOLATION	_ 1
CRIMINAL MISCHIEF >=\$50<\$500	2
CRIMINAL MISCHIEF >=\$500<\$1,500	2
CRIMINAL TRESPASS	_ 1
D.O.C. ABUSE OR THREATEN (OFFENSIVE MANNER)	1
DEFECTIVE TAIL LAMP(S)	1
DRIVING WHILE INTOXICATED	5
DRIVING WHILE INTOXICATED 2ND	1
DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA	2
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL	5
LAWS	ŭ
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	1
DUTY ON STRIKING UNATTENDED VEHICLE	2
EVADING ARREST DET W/VEH	_ 1
EXECUTION OF CAPIAS OR ARREST WARRANT	18
EXPIRED REGISTRATION	7
FAIL TO CONTROL SPEED	6
FAIL TO IDENTIFY FUGITIVE INTENT GIVE FALSE INFO	1
FAIL TO IDENTIFY GIVING FALSE/FICTITIOUS INFO	1
FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	20
FAIL TO YIELD ROW FROM PRIVATE PROPERTY	2
FAILED TO DIM HEADLIGHTS - FOLLOWING	1
FAILED TO DIM HEADLIGHTS - MEETING	2
FAILED TO YIELD RIGHT OF WAY	2
FAILED TO YIELD ROW (PRIVATE DRIVE/ALLEY ,BUILDING)	1
FAILURE TO IDENTIFY	1
FRAUD USE/POSS IDENTIFYING INFO # ITEMS < 5	3
HARASSMENT	5
MINOR IN POSSESSION OF ALCOHOL	1
NO DRIVER'S LICENSE	23
NO DRIVER'S LICENSE (2ND OFFENSE)	1
,	
OPEN CONTAINER POSS CS PG 1 <1G	4 3
POSS CS PG 1 >=4G<200G	3 1
POSS CS PG 1 >=4G<200G POSS CS PG 2 >= 4G<400G	8
POSS CS PG 2 >= 4G<400G POSS CS PG 3 < 28G	o 1
POSS CS PG 3 < 28G POSS DANGEROUS DRUG	1
	·
POSS DEL DRUG PARAPHERNALIA	1
POSS MARIJ <20Z	3
POSS OF CHILD PORNOGRAPHY	1
POSSESSION OF DRUG PARAPHERNALIA	11
PUBLIC INTOXICATION	5
12/03/2024 15:07	1 of 2

Violation	Incidents	Section I, Item # 3.
RAN RED LIGHT	2	
RECKLESS DRIVING	1	
RESIST ARREST SEARCH OR TRANSPORT	2	
SEXUAL ASSAULT 11a	1	
SPEEDING	6	
SPEEDING 10 to 14 over	1	
SPEEDING 15 to 19 over	2	
SPEEDING 35 to 999 over	1	
SPEEDING > 10% ABOVE POSTED LIMIT MPH in a MPH zone	2	
TERRORISTIC THREAT 13a	1	
TERRORISTIC THREAT 13b	1	
TERRORISTIC THREAT IMPAIR PUBLIC/GOV SERVICE 13a	1	
THEFT	6	
THEFT PROP>=\$1,500<\$20K 23a	1	
THEFT PROP>=\$50<\$500 23a	1	
UNL CARRYING WEAPON	2	
UNRESTRAINED CHILD YOUNGER THAN 2	1	
UNSAFE START	2	
Total Violations	204	
Total Incidents	113	

12/03/2024 15:07 2 of 2

## LOS FRESNOS POLICE DEPARTMEN<sup>L</sup> Arrests - By Type

11\01\2024 thru 11\30\2024 Agency is: LOS FRESNOS POLICE DEPARTMENT

Arrest Type	Arrests	Male	Female	White	Black	Indian	Asian	Unknown	
ON VIEW	10	5	5	9	1	0	0	0	
TAKEN INTO CUSTODY	30	23	7	30	0	0	0	0	
WARRANT	7	5	2	7	0	0	0	0	
Total	47	33	14	46	1	0	0	0	

12/03/2024 15:04 1 of 1

#### LOS FRESNOS POLICE DEPARTMENT MAGISTRATION REPORT Oct-24

JUDGE	MAGISTRATIONS	CLASS A & B	FELONIES
Gene Daniels	24	13	11
Luis Hernandez	0	0	0
Robert Lerma	0	0	0
Total	24	13	11

#### 2024 INDEX CRIME BY ZONES

MONTH	CRIME	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	TOTAL
	Burglary	0	0	0	0	0	3	3
	Theft	0	0	1	1	2	0	4
	Vehicle Theft	0	0	1	0	0	0	1
	Assault	0	1	0	2	1	1	5
July	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	1	1
	Robbery	0	0	0	0	0	0	0
	Total	0	1	2	3	3	5	14
	Burglary	0	0	0	0	1	0	1
	Theft	0	0	3	0	0	0	3
	Vehicle Theft	0	0	0	0	0	0	0
August	Assault	1	0	3	1	0	0	5
	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	1	0	6	1	1	0	9
	Burglary	0	0	0	0	0	0	0
	Theft	0	0	3	0	0	0	3
	Vehicle Theft	0	0	0	0	0	0	0
Contombor	Assault	0	0	4	1	1	1	7
September	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	0	0	7	1	1	1	10
	Burglary	1	0	0	0	0	0	1
	Theft	0	0	3	2	3	0	8
	Vehicle Theft	2	0	1	0	0	0	3
	Assault	0	0	3	0	2	2	7
October	Murder	0	0	0	0	0	0	0
	Rape	1	0	0	0	0	0	1
	Robbery	0	0	0	0	0	0	0
	Total	4	0	7	2	5	2	20
		4	U	/	2	3	2	
	Burglary							0
	Theft							
	Vehicle Theft							0
November	Assault							0
	Murder							0
	Rape							0
	Robbery							0
	Total	0	0	0	0	0	0	0
	Burglary							0
	Theft							0
	Vehicle Theft							0
December	Assault							0
December	Murder							0
	Rape							0
	Robbery							0
	Total	0	0	0	0	0	0	0
	Burglary	1	0	3	0	1	3	8
	Theft	6	0	30	15	11	2	64
	Vehicle Theft	7	0	3	1	1	0	12
V : T - 5 :	Assault	4	1	21	9	12	11	58
Year To Date	Murder	0	0	0	0	0	0	0
	Rape	1	0	1	0	0	1	3
	Robbery	0	0	0	0	0	0	0
	Total	19	1	58	25	25	17	145
								= .5

#### 2024 INDEX CRIME BY ZONES

MONTH	CRIME	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE F	TOTAL
	Burglary	0	0	0	0	0	0	0
	Theft	0	0	2	0	0	0	2
	Vehicle Theft	1	0	0	0	0	0	1
	Assault	0	0	1	2	0	1	4
January	Murder	0	0	0	0	0	0	0
	Rape	0	0	1	0	0	0	1
	Robbery	0	0	0	0	0	0	0
	Total	1	0	4	2	0	1	8
	Burglary	0	0	0	0	0	0	0
	Theft	1	0	7	2	0	0	10
	Vehicle Theft	2	0	0	0	0	0	2
	Assault	1	0	0	1	1	2	5
February	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	4	0	7	3	1	2	17
	Burglary	0	0	1	0	0	0	1
	Theft	4	0	0	0	1	0	5
	Vehicle Theft	0	0	0	1	0	0	1
	Assault	0	0	4	0	0	0	4
March	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	4	0	5	1	1	0	11
		0	0	0	0	0	0	0
	Burglary	0	0	4	1	1	1	7
	Theft							
	Vehicle Theft	1	0	0	0	1	0	2
April	Assault	0	0	1	0	1	1	3
	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery	0	0	0	0	0	0	0
	Total	1	0	5	1	3	2	12
	Burglary Theft	0	0	0 7	0 6	0 2	0	0 15
	Vehicle Theft	1	0	0	0	0	0	1
May	Assault	1	0	2	2	4	0	9
iviay	Murder	0	0	0	0	0	0	0
	Rape	0	0	0	0	0	0	0
	Robbery Total	2	0	<u> </u>	0 8	0 6	0	0 25
	Burglary	0	0	2	0	0	0	2
	Theft	1	0	0	3	2	1	7
	Vehicle Theft	0	0	1	0	0	0	1
June	Assault	1	0	3	0	2	3	9
34	Murder	0	0	0	0	0	0	0
	Rape Robbery	0	0	0	0	0	0	0
	Total	2	0	6	3	4	4	19
	Burglary	0	0	3	0	0	0	3
	Theft	6	0	20	12	6	2	46
	Vehicle Theft	5	0	1	1	1	0	8
Year To Date	Assault Murder	3	0	11 0	5 0	8	7	34 0
	Rape	0	0	1	0	0	0	1
	Robbery	0	0	0	0	0	0	0 405
	Total	14	0	36	18	15	9	92 135

#### ACTION ITEM REPORT



Municipal Court 1. City Monthly Report- October 2. Linebarger Monthly Report - October Item Title:

**Recommendation:** I recommend approval.

Section I, Item # 4.

## OFFICE OF COURT ADMINISTRATION TEXAS JUDICIAL COUNCIL



#### OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month October Year 2024

#### Municipal Court for the City of Los Fresnos

Presiding Judge	Gene Daniels		
If new, da	te assumed office		
Court Mailing Address	520 E Ocean Blvd		
City	<u>Los Fresnos</u> ,	Zip	<u>78566</u>
Phone Number	(956) 233-9200		
Fax Number	(956) 233-9221		
Court's Public Email			
Court's Website			
THE ATTACHED IS A TF	RUE AND ACCURATE REFLECTION	ON OF THE R	ECORDS OF THIS COURT.
Date <u>202</u> 4-	11-08 Ph	one Number	

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330 FAX: (512) 463-1648

#### **CRIMINAL SECTION**

Month October   Year   2024   Non-Parking   Parking   Ordinance   Penal Code   Lat		9 22 3 0 0
a. Active Cases 2,011 3 0 176 b. Inactive Cases 10,787 5 0 3,281 2. New Cases Filed During Month 358 0 0 99 3. Cases Reactivated 493 0 0 53 4. All Other Cases Added 0 0 0 0 0 0 5. Total Cases on Docket (Sum of Lines 1a,2,3&4) 2,862 3 0 328 6. Dispositions Prior to Court Appearance of Trial: a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14)) 383 1 0 36 b. Dismissed by Prosecution 366 1 0 41 7. Final Disposition in Open Court or at Trial: a. Convictions 1) Guilty Plea or Nolo Contendere 0 0 0 0 0 2) By the Court 0 0 0 0 0	69 199 5 2 0 76	9 22 3 0 0
b. Inactive Cases	199 5 2 0 76 8 1	3 0 0
2. New Cases Filed During Month       358       0       0       99         3. Cases Reactivated       493       0       0       53         4. All Other Cases Added       0       0       0       0         5. Total Cases on Docket (Sum of Lines 1a,2,3&4)       2,862       3       0       328         6. Dispositions Prior to Court Appearance of Trial:       a. Uncontested Dispositions       0       0       36       0       36         a. Uncontested Dispositions       383       1       0       36       1       0       34         b. Dismissed by Prosecution       366       1       0       41         7. Final Disposition in Open Court or at Trial:       a. Convictions       0       0       0       0         1) Guilty Plea or Nolo Contendere       0       0       0       0       0         2) By the Court       0       0       0       0	5 2 0 76 8 1	3 0 0
3. Cases Reactivated 493 0 0 53  4. All Other Cases Added 0 0 0 0 0  5. Total Cases on Docket (Sum of Lines 1a,2,3&4) 2,862 3 0 328  6. Dispositions Prior to Court Appearance of Trial:  a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14)) 383 1 0 36  b. Dismissed by Prosecution 366 1 0 41  7. Final Disposition in Open Court or at Trial:  a. Convictions 1) Guilty Plea or Nolo Contendere 0 0 0 0 0  2) By the Court 0 0 0 0 0	0 76 8 1	3 0 0 12 12
4. All Other Cases Added       0       0       0       0         5. Total Cases on Docket (Sum of Lines 1a,2,3&4)       2,862       3       0       328         6. Dispositions Prior to Court Appearance of Trial:	0 76 8 1	0 0 12 1 1
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)  6. Dispositions Prior to Court Appearance of Trial:  a. Uncontested Dispositions  (Disposed without appearance before a judge (CCP Art. 27.14))  5. Dismissed by Prosecution  7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere  2) By the Court  1. Sum of Lines 1a,2,3&4)  2,862  3  0  328  3  0  328  3  0  328  4  0  366  1  0  0  0  0  0  0  0  0  0  0  0  0	76 8 1	12
6. Dispositions Prior to Court Appearance of Trial:  a. Uncontested Dispositions  (Disposed without appearance before a judge (CCP Art. 27.14))  5. Dismissed by Prosecution  7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere  2) By the Court  0  0  0  0	8	12
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))  383  1  0  36  b. Dismissed by Prosecution  7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere  0  0  0  0  0	8 1	1 2
(Disposed without appearance before a judge (CCP Art. 27.14))  383  1 0 36  b. Dismissed by Prosecution  7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere  0 0 0 0 0 0 0	8 1	1 2
b. Dismissed by Prosecution 366 1 0 41  7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere 0 0 0 0  2) By the Court 0 0 0 0	1	2
7. Final Disposition in Open Court or at Trial:  a. Convictions  1) Guilty Plea or Nolo Contendere  0 0 0 0 0 0 0 0	1	2
a. Convictions         1) Guilty Plea or Nolo Contendere       0       0       0       0         2) By the Court       0       0       0       0	0	
1) Guilty Plea or Nolo Contendere       0       0       0       0         2) By the Court       0       0       0       0	0	
2) By the Court 0 0 0 0	n	
	U	0
3) By the Jury 0 0 0	0	0
	0	0
b. Acquittals:		
1) By the Court 0 0 0	0	0
2) By the Jury 0 0 0 0	0	0
c. Dismissed by Prosecution 2 0 0	0	0
8. Compliance Dismissals:		
a. After Driver Safety Course (CCP, Art. 45.0511)		
b. After Deferred Disposition (CCP, Art. 45.051)  48  0  1	1	0
c.City After Teen Court (CCP, Art. 45.052) 0 0 0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)	0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193) 38		
g. All Other Transportation Code Dismissals 30 0 0	1	0
9. All Other Dispositions 0 0 12	0	0
10. Total cases Disposed (Sum of lines 6,7,8&9) 971 2 0 90	11	3
11. Cases Placed on Inactive Status 356 0 0 127	3	0
12. Total Cases Pending End of Month: 12,185 6 0 3,466	262	31
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)       1,535       1       0       111	62	9
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11) 10,650 5 0 3,355	200	22
13. Show Cause and Other Required Hearings Held 149 0 0 16	8	0
14. Cases Appealed:		
a. After Trial 0 0 0	0	0
b. Without Trial 0 0 0	0	0

#### **CIVIL / ADMINISTRATIVE SECTION**

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

#### **JUVENILE / MINOR ACTIVITY**

Court	
Month October Year 2024	
1. Transportation Code Cases Filed	4
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	0
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1)	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1)	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0
	0

#### **ADDITIONAL ACTIVITY**

Court		NUMBER REQUESTS	1	
Month October Year 2024	NUMBER GIVEN	FOR COUNSEL	Section I, Ite	m # 4.
1. Magistrate Warnings:	0			
a. Class C Misdemeanors	-		1	
b. Class A and B Misdemeanors	13	3		
c. Felonies	11	1		
		TOTAL	1	
2. Arrest warrants Issued:		388		
a. Class C Misdemeanors			1	
b. Class A and B Misdemeanors		0		
c. Felonies		0		
3. Capiases Pro Fine Issued		61		
4. Search Warrants Issued		0		
5. Warrants for Fire, Health and Code Inspections File	d (CCP, Art. 1805)	0		
6. Examining Trials Conducted		0		
7. Emergency Mental Health Hearings Held		0		
8. Magistrate's Orders for Emergency Protection Issue	ed	0		
9. Magistrate's Orders for Ignition Iterlock Device Issu	ed (CCP.Art. 17.441)	0		
10. All Other Magistrate's Orders Issued Requiring Co on Bond	nditions for release	0		
11. Driver's License Denial, Revocation or Suspension (IC, Sec.521.300)	n Hearings Held	0		
12. Disposition of Stolen Property Hearings Held (CCF	P, Ch. 47)	0		
13. Peace Bond Hearings Held		0		
14. Cases in which Fine and Court Costs Satisfied by Co a. Partial Satisfaction	mmunity Service:	2		
b. Full Satisfaction		4		
15. Cases in Which Fine and Court Costs Satisfied by	Jail Credit	23		
16. Cases in Which Fine and Court Costs Waived for I	ndigency	0		
17. Amount of Fines and Court Costs Waived for Indig	ency	\$0.00		
18. Total Fines, Court Costs and Other Amounts Colle	cted:		1	
a. Retained by City		\$64,375.72	]	
b. Remitted to State		\$35,865.69		
c. Total		\$100,241.41		141



## Municipal Court Fees and Fines Monthly Collection and Activities Report



October 2024

#### Linebarger Goggan Blair & Sampson, LLP

35 Providencia Ct., Brownsville, Texas 78526 (956) 546-1216 Fax (956) 546-1624

www.lgbs.com

#### NOTICE: CONFIDENTIAL AND PROPRIETARY INFORMATION

Linebarger Goggan Blair & Sampson, LLP ("Firm") considers this report to be an attorney client communication subject to attorney client privilege and/or the attorney work product privilege. Moreover, the information contained in this report is proprietary, confidential, and trade secrets of the Firm subject to protection against unauthorized disclosure. Photo or electronic copying and/or distribution of this report and/or the information contained herein may not be made or distributed without the prior written consent of the Firm.

#### LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
35 PROVIDENCIA CT.
BROWNSVILLE, TX 78526

956.546.1216
Fax 956.546.1624

November 19, 2024

Mark Milum City Manager City of Los Fresnos 520 E. Ocean Blvd. Los Fresnos, TX 78566

RE: Delinquent Municipal Court Fees & Fines Collection & Activities Report

Mr. Milum,

We are pleased to present this report for the month of October 2024 summarizing the delinquent municipal court fees and fines services we have provided the City of Los Fresnos. Our report includes collection results based upon monthly upload files provided by the City; along with collection activities we have initiated to maximize the City's recoveries from delinquent municipal court fees and fines. Our comprehensive collection program continues to produce positive results for the City, while serving the debtors who owe money to the City.

There is a difference between a collection company and a collection law firm. As a law firm that solely focuses on collections for governmental entities, Linebarger recognizes there is more to the court system than basic collection services. Linebarger's mailing notices and phone outreach do more than just simply demand payment—the notices seek to achieve case resolution for the Court. Each case has an ultimate disposition, whether it is monetary or non-monetary resolution.

Our team of professionals remain focused on delivering services with the high degree of excellence that you have come to expect from our firm. If at any time you, the Council, or other administrative personnel have any questions about this report or the services we provide the City, please contact us.

Kindest regards,

Jeffrey M. Garcia

Partner

Cc: City of Los Fresnos, Municipal Court

#### **Collections & Activity Summary**

Collection Disposition Summary - October 2024	
Citations Assigned	305
Amount Assigned	\$97,998
Citations Collected	88
Amount Collected	\$20,436
Citations Cancelled	43
Amount Cancelled	\$11,896
Citations Resolved	131
Amount Resolved	\$32,332

Collection Disposition Summary - Contract to Date	
Citations Assigned	53,734
Amount Assigned	\$14,292,565
Citations Adjusted	21,464
Amount Adjusted	(\$3,312,283)
Citations Collected	23,987
Amount Collected	\$5,495,093
Citations Cancelled	3,200
Amount Cancelled	\$742,499
Citations Resolved	27,187
Amount Resolved	\$6,237,592
Dollar Resolution Rate	66.8%

Collection Activity - October 2024		
Letters		657
Address/Phone Updated		642
Phone Activity	Inbound	67
	Outbound	1,184

Collection Activity - Contract to Date		
Letters		138,805
Address/Phone Updated		34,814
Phone Activity	Inbound	11,484
	Outbound	237,585

#### **Status of Open Accounts**

Status	Count	Amount
ACT - Active Account	15,179	\$4,439,099
ATT - Attorney Contact Only	8	\$2,241
DEC - Deceased. No Estate Or Beyond Claim	58	\$16,828
DIS - Dispute	4	\$889
INC - Incarcerated	68	\$19,044
PAY - Payment Plan In Effect.	2	\$508
PRM - Promise Payment	121	\$31,810
PTC - Paid To Client	1	\$121
REF - Refuse To Pay	3	\$365
SKP - Skiptracing For Phone	3	\$796
SWC - Stop Work Per Client	1,022	\$272,362
Total	16,469	\$4,784,064

#### Monthly Collection Activity Last 24 Months

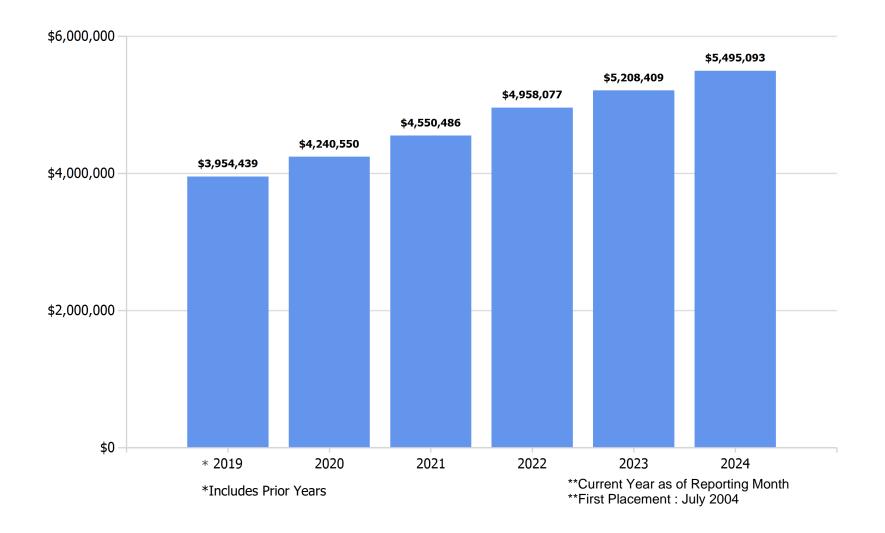
Vone	Year Month		Address/Phone	<b>Phone Activity</b>		Dollars
Teal	Month	Mailed	Updated	Inbound	Outbound	Collected
2024	October	657	642	67	1,184	\$20,436
	September	0	164	38	2,035	\$28,475
	August	3,652	229	78	933	\$17,990
	July	816	484	5	816	\$26,518
	June	592	237	23	545	\$29,690
	May	248	166	25	66	\$31,555
	April	636	80	44	647	\$42,024
	March	312	245	49	568	\$41,311
	February	3,691	177	47	333	\$27,005
	January	257	416	21	679	\$21,680
2023	December	731	60	32	1,016	\$23,516
	November	143	418	32	1,421	\$16,259
	October	1,713	190	44	657	\$48,942
	September	3,409	194	80	822	\$0
	August	1,317	586	23	1,041	\$13,857
	July	0	179	16	978	\$22,549
	June	188	234	22	956	\$28,596
	May	1,459	853	23	583	\$22,852
	April	145	189	9	855	\$53,875
	March	324	154	32	708	\$11,077
	February	5,017	139	72	297	\$8,809
	January	0	0	1	0	\$0
2022	December	0	10	2	306	\$0
	November	0	102	17	177	\$25,264
	October	4,521	141	50	178	\$26,316
Total*		29,828	6,289	852	17,801	\$588,595

<sup>\*</sup>Total Amounts noted represent the last 24 months & not contract to date.

#### Placement Activity Summary Contract to Date

	Contract to Date							
Year	Month	Count #	Orig Placement \$	Cancelled \$	Adjustment \$	Net Placement \$	Collected \$	Collected %
	October	305	\$97,998	\$0	\$0	\$97,998	\$0	0.00%
	September	158	\$50,604	\$1,032	(\$144)	\$49,427	\$751	1.52%
	August	110	\$36,261	\$0	\$0	\$36,261	\$308	0.85%
	July	157	\$49,505	\$433	(\$796)	\$48,276	\$2,886	5.98%
	June	166	\$53,877	\$2,710	(\$1,306)	\$49,861	\$1,704	3.42%
	May	238	\$75,651	\$2,669	(\$77)	\$72,905	\$8,160	11.19%
	April	166	\$53,310	\$2,981	(\$32)	\$50,297	\$6,375	12.67%
	March	796	\$194,578	\$4,254	\$132	\$190,456	\$12,199	6.41%
	February	206	\$65,718	\$2,179	\$205	\$63,744	\$15,060	23.63%
	January	68	\$22,268	\$1,086	(\$650)	\$20,531	\$2,356	11.48%
2024 Summary		2,370	\$699,770	\$17,345	(\$2,669)	\$679,757	\$49,799	7.33%
	December	104	\$32,618	\$1,122	(\$631)	\$30,866	\$4,165	13.49%
	November	292	\$90,545	\$1,534	(\$732)	\$88,279	\$6,357	7.20%
	October	100	\$29,804	\$496	(\$541)	\$28,767	\$3,443	11.97%
	September	257	\$81,608	\$2,877	(\$1,621)	\$77,109	\$9,826	12.74%
	August	64	\$20,856	\$0	(\$534)	\$20,322	\$3,599	17.71%
	July	173	\$48,598	\$1,067	(\$947)	\$46,584	\$11,143	23.92%
	June	104	\$28,274	\$308	(\$244)	\$27,722	\$3,907	14.09%
	May	101	\$29,405	\$0	(\$280)	\$29,125	\$4,350	14.93%
	April	0	\$0	\$0	\$0	\$0	\$0	0.00%
	March	237	\$73,215	\$2,520	(\$501)	\$70,194	\$7,855	11.19%
	February	969	\$281,129	\$72,715	\$21,433	\$229,847	\$36,624	15.93%
	January	0	\$0	\$0	\$0	\$0	\$0	0.00%
2023 Summary		2,401	\$716,050	\$82,639	\$15,402	\$648,813	\$91,268	14.07%
	December	0	\$0	\$0	\$0	\$0	\$0	0.00%
	November	0	\$0	\$0	\$0	\$0	\$0	0.00%
	October	248	\$78,430	\$1,152	(\$1,680)	\$75,599	\$14,761	19.52%
2022 Summary		2,832	\$889,728	\$17,706	(\$44,289)	\$827,732	\$200,534	24.23%
2021 Summary		4,400	\$1,387,497	\$22,986	(\$58,033)	\$1,306,478	\$325,130	24.89%
2020 Summary		1,423	\$397,308	\$5,121	(\$28,719)	\$363,469	\$154,666	42.55%
2019 Summary		3,101	\$899,242	\$6,303	(\$84,082)	\$808,857	\$316,110	39.08%
Prior Years		37,207	\$9,302,970	\$590,399	(\$3,104,671)	\$5,607,900	\$4,320,593	77.04%

#### Delinquent Fees & Fines Cumulative Collections





#### ACTION ITEM REPORT



ltem Title:	Library Report 1.	Monthly Report
-------------	-------------------	----------------

**Recommendation:** 

I recommend approval.



#### **Number of Patron Checking Out Materials**

Adult	153
Children	20
New Patron	12
In Library Use	40



#### **Material Types Checked Out**

Adult Books	84
Children Books	111
Young Adult Books	18
Videos	2
Other Language Books	1
Hotspots	9
Laptops	0
Interlibrary Loans	5
<b>Items Downloaded</b>	
eBooks	63
eAudiobooks	72



#### **Patron Access Computer Use**

Total Sessions	49
Total Time	41 Hours
Guest Passes	30



#### Free Wi-Fi Access Use

Total Sessions	421 Library WiFi
<b>Total Sessions</b>	812 Park WiFi



#### **What Happened in the Library**

Hours Open	60 hours
Visits/Calls	345/38
Children Program Attendance	0
Volunteer Hours	22/2 volunteers
New Cards Issued	10
Cards Renewed	13
New Books Added	19
New eBooks Added	221
New Videos Added	0
Hotspots Added	0
Books Weeded	19
Videos Weeded	0
Reference Questions	823
Assists in Computer Lab	201
At Home Deliveries	0







#### ACTION ITEM REPORT



**Recommendation:** 

I recommend approval.

Section I, Item # 6.



#### FIRE MARSHAL'S OFFICE 520 E OCEAN BLVD LOS FRESNOS, TEXAS 78566

#### FIRE INSPECTION REPORT

MONTHLY	INFORM	ATION RE	ORT	

MONTH OF November 2024

#### MONTHLY FIRE PREVENTION INSPECTIONS

Commercial Businesse	es 10	Institutions
Industrial Structures	Ø	Homes
Public Buildings	Ø	Apartments _
Hotels/Motels	Ø	
	TOTAL INSPECTIONS	10

(ACCIDENTAL)

(INCENDIARY)

FIRE MARSHAL, CITY OF LOS FRESNOS

FIRES INVESTIGATED:

#### **Los Fresnos Volunteer Fire Department**

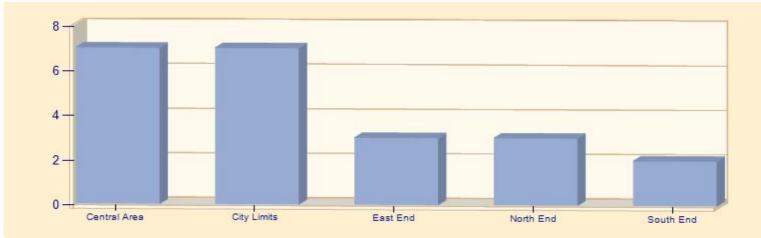
Los Fresnos, TX

This report was generated on 12/2/2024 8:48:58 AM

# Section I, Item # 6.

#### Incident Type Count per Zone for Date Range

Start Date: 11/01/2024 | End Date: 11/30/2024



ZONES	INCIDENT TYPE	COUNT
Central Area	a - Central Area	
	143 - Grass fire	2
	324 - Motor vehicle accident with no injuries.	
	900 - Special type of incident, other	1
	Total Incidents for Central Area - Central Area:	7
City Limits	LOS FRESNOS CITY LIMITS	
	251 - Excessive heat, scorch burns with no ignition	2
	322 - Motor vehicle accident with injuries	
	441 - Heat from short circuit (wiring), defective/worn	1
	651 - Smoke scare, odor of smoke	1
	715 - Local alarm system, malicious false alarm	1
	Total Incidents for City Limits - LOS FRESNOS CITY LIMITS:	7
East End - E	ast End	
	151 - Outside rubbish, trash or waste fire	
	324 - Motor vehicle accident with no injuries.	
	Total Incidents for East End - East End:	3
North End -	North End	
	111 - Building fire	1
	143 - Grass fire	1
251 - Excessive heat, scorch burns with no ignition		1
	Total Incidents for North End - North End:	3
South End -	South End	
	322 - Motor vehicle accident with injuries	1
	324 - Motor vehicle accident with no injuries.	1
	Total Incidents for South End - South End:	2
	Total Count for all Zone:	22