



# Special City Council Meeting Agenda

Tuesday, September 02, 2025 at 6:00 PM

City Hall – 520 East Ocean Blvd. Los Fresnos, TX 78566

<https://cityoflosfresnos.com/meetings>

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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.

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## 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. PUBLIC HEARING

1. Public hearing to receive comments from the public on the proposed budget for fiscal year 2025-2026.

## E. ACTION ITEMS

1. Consideration and ACTION to approve the first reading of Ordinance 572 adopting the budget for fiscal year 2025-2026.
2. Consideration and ACTION to approve the first reading of Ordinance 573 approving the 2025 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City directing the assessment and collection thereof.
3. Consideration and ACTION to amend an agreement for Professional Engineering Services with Guzman & Munoz Engineering and Surveying, Inc.
4. Consideration and ACTION to approve a Master Use Agreement with Cameron County Emergency Communication District to establish operational protocols for the CodeRed Emergency Notification System.
5. Consideration and ACTION to approve a Memorandum of Understanding with San Juan Police Department and Los Fresnos Police Department to establish operating procedures for the Law Enforcement Emergency Regional Response Team.

## F. CLOSED SESSION

1. Closed Session - To deliberate pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following:

To deliberate the purchase, exchange, lease, or value of real property. Lot four-A (4A), Block Fifty-Two (52), Northwest Los Fresnos Subdivision No. 1

## G. OPEN SESSION

1. Open Session - Pursuant to Sections 551.072, Title 5 of the Texas Government code, the Texas Open Meetings Act deliberation and possible action regarding the following:

Purchase, exchange, lease, or value of real property. Lot four-A (4A), Block Fifty-Two (52), Northwest Los Fresnos Subdivision No. 1

#### **H. ADJOURNMENT**

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall and the city website at [www.cityoflosfresnos.com](http://www.cityoflosfresnos.com) on Thursday 28, 2025 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.

## ACTION ITEM REPORT



**Item Title:** Public hearing to receive comments from the public on the proposed budget for fiscal year 2025-2026.

**Recommendation:**

Public is allowed to make comments on the proposed budget.

CITY OF LOS FRESNOS  
PUBLIC HEARING

The City of Los Fresnos will hold a public hearing on the proposed budget for fiscal year 2025-2026 on September 2, 2025 at 6:00 pm and will adopt the 2025-2026 fiscal year budget after the second reading of ordinance on September 9th, 2025 at 6:00 p.m. in City Hall, 520 E Ocean Blvd, Los Fresnos, Texas. This budget will raise more property taxes by last year's budget by \$368,503.59 or 10.43%.

**ACTION ITEM REPORT**

**Item Title:** Consideration and ACTION to approve the first reading of Ordinance 572 adopting the budget for fiscal year 2025-2026.

**Recommendation:**

The budget is the same as discussed during the budget workshops with the few adjustments discussed except for the funding for the Community Health Program. The City was notified that the CHP would not continue to be funded in cities except Brownsville and Los Fresnos and that they would only be funded with \$30,000. I mentioned this was a possibility. We have made the adjustment on the revenue side for \$30,000 and adjusted the \$30,000 on the expenditure side with the street project being \$154,526 instead of \$184,526.

I recommend approval.

**ORDINANCE NO. 572**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LOS FRESNOS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; PROVIDING FOR THE PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.**

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

Mayor Alejandro Flores	_ For _ Against _ Abstained
Councilmember 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

**WHEREAS**, the City Manager of the City of Los Fresnos has prepared and presented to the City Council a budget for the fiscal year October 1, 2025 through September 30, 2026; and

**WHEREAS**, workshops on said budget were called for on August 12, 2025, August 19, 2025, and a public hearing was held on September 2, 2025 at 6:00 p.m. by publication in a newspaper of general circulation at least ten days and not more than thirty days before the public hearings to be held at the City Hall in the City of Los Fresnos, Texas, where and when any and all interested persons might appear and be heard with reference to any item contained in said budget; and

**WHEREAS**, said public hearing was held on September 2, 2025 at the time and place aforesaid, and the said budget was discussed, and all interested persons were given an opportunity to be heard on any matter relative thereto, and all interested persons having appeared and been heard, and there be not other persons seeking to be heard with reference to any matter concerning said budget, the said public hearings were closed.

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

SECTION 1. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2025 through September 30, 2026 will increase from last year’s total property tax budget by \$ 368,503.59

SECTION 2. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2025 through September 30, 2026 is hereby adopted by this Ordinance. A summary of the budget adopted is hereby attached and incorporated herein as Exhibit A and the complete detail budget adopted by this Ordinance is incorporated hereby reference and shall be made available for public inspection at the Office of the City Secretary during regular business hours.

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

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

INTRODUCED and APPROVED on the first reading this 2<sup>rd</sup> day of September, 2025.

APPROVED and PASSED on the second reading this 9<sup>th</sup> day of September, 2025 at a meeting of the City Council of the City of Los Fresnos, Texas, at which a quorum was present and which was held in accordance with the laws of the State of Texas.

CITY OF LOS FRESNOS

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Alejandro Flores, Mayor

ATTEST:

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Jacqueline Moya, City Secretary

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026
		APPROVED		
		ACTUAL	BUDGET	PROJECTED PROPOSED
<b>REVENUES</b>				
	PROPERTY TAXES	1,858,131	1,360,115	1,032,124 1,867,995
	SALES TAXES	1,866,777	1,976,000	1,900,000 1,900,000
	GARBAGE FEES	125,387	115,500	236,000 231,000
	FINES & FORFEITURES	1,041,243	787,415	939,075 888,575
	GRANTS	292,073	331,508	221,498 145,025
	PD-SERVICE CONTRACT	25,468	28,000	26,860 26,860
	FRANCHISE FEES	464,131	446,600	452,675 452,600
	MISCELLANEOUS	685,057	577,845	996,856 468,700
	TRANSFERS IN	-	736,370	736,870 792,699
	<b>TOTAL REVENUES</b>	<b>6,358,267</b>	<b>6,359,352</b>	<b>6,541,958 6,773,454</b>
<b>EXPENDITURES</b>				
	GENERAL GOVERNMENT	1,523,872	1,393,749	1,486,503 1,695,387
	PUBLIC SAFETY	2,835,118	3,077,727	2,887,084 3,047,195
	HIGHWAYS & STREETS	1,912,328	600,974	995,836 719,912
	SANITATION	12,682	3,875	7,401 4,375
	HEALTH & WELFARE	224,496	243,298	248,944 268,199
	CULTURE & RECREATION	814,845	949,011	887,580 1,038,386
	TRANSFERS OUT	2,250	2,250	- -
	<b>TOTAL EXPENDITURES</b>	<b>7,325,590</b>	<b>6,270,884</b>	<b>6,513,347 6,773,454</b>
	<b>EXCESS REVENUES(EXPENDITURES)</b>	<b>(967,324)</b>	<b>88,468</b>	<b>28,610 0</b>
BUDGET INCREASE COMPARED WITH FYE 2019-2020				<b>502,569</b>
<b>OPERATIONAL REVENUE</b>				
400-0100	CURRENT PROPERTY TAXES	1,879,317	1,389,115	1,051,395 1,882,995
400-0105	PROPERTY TAX DISCOUNT	(55,067)	(55,000)	(43,819) (45,000)
400-0110	DELINQUENT TAXES	49,916	25,000	50,000 50,000
400-0120	PENALTY, INTEREST & COST	32,950	26,000	30,000 30,000
400-0130	PROPERTY TAX ADJUSTMENT	(48,984)	(25,000)	(55,452) (50,000)
	<b>TOTAL PROPERTY TAXES</b>	<b>1,858,131</b>	<b>1,360,115</b>	<b>1,032,124 1,867,995</b>
430-0200	CITY SALES TAX	1,866,777	1,976,000	1,900,000 1,900,000
	<b>TOTAL SALES TAXES</b>	<b>1,866,777</b>	<b>1,976,000</b>	<b>1,900,000 1,900,000</b>
412-1090	GARBAGE COLLECTION-RESIDENTIAL	27,339	26,000	130,000 125,000
412-1100	GARBAGE COLLECTION-COMMERCIAL	37,144	35,000	42,000 42,000
412-1110	COLLECTED SALES TAX-GARBAGE	19,730	19,500	24,000 24,000
412-1112	GARBAGE PENALTIES	41,173	35,000	40,000 40,000
	<b>TOTAL GARBAGE FEES</b>	<b>125,387</b>	<b>115,500</b>	<b>236,000 231,000</b>
407-0240	MUNICIPAL COURT FINES & FEES	875,748	657,340	800,000 750,000
407-0241	COURT FEES-TECH	27,982	24,000	- -
407-0242	LOCAL TRUANCY PREVENTION FUND	33,166	26,000	30,000 30,000
407-0243	LOCAL MUNICIPAL JURY FUND	664	500	500 500
407-0250	BUILDING SECURITY / TECH FEES	-	-	54,500 54,000
407-0260	COURT FEES- JUDGE	78	75	75 75
407-0270	COURT FEES-SECURITY	33,585	26,500	- -
407-0280	COURT FEES- CHILD SAFETY FUND	7,822	7,000	6,000 6,000
407-0290	COURT FEES-SPECIAL EXPENSE	62,200	46,000	48,000 48,000
407-0291	CHILD SAFETY FEE CREDIT	-	-	- -
	<b>TOTAL MUNICIPAL FINES</b>	<b>1,041,243</b>	<b>787,415</b>	<b>939,075 888,575</b>
407-1061	POLICE EDUCATION FROM STATE	4,233	5,688	5,688 -
490-1228	GRANT REVENUE - TPW 54-000171	-	-	- -
490-1251	GRANT REVENUE - OSG OVERTIME	104,275	81,320	73,310 75,025
490-1253	GRANT REVENUE - LBSP	40,000	50,000	50,000 -
490-1254	REIMBURSEMENT - DSRIP COMMUNITY HE	66,000	60,000	60,000 30,000
490-1255	GRANT - HOMELAND SECURITY	-	32,500	32,500 -
490-1256	REIMBURSEMENT - LRGVDC	77,566	102,000	- 40,000
490-1258	GRANT REVENUE - FEMA	-	-	- -
490-1266	CORONAVIRUS RELIEF FUND	-	-	- -
	<b>TOTAL GRANTS</b>	<b>292,073</b>	<b>331,508</b>	<b>221,498 145,025</b>
407-1091	SERVICE CONTRACT-LFCISD	25,468	28,000	26,860 26,860
	<b>TOTAL SERVICE CONTRACT</b>	<b>25,468</b>	<b>28,000</b>	<b>26,860 26,860</b>



CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026
		APPROVED		
		ACTUAL	BUDGET	PROJECTED PROPOSED
430-0202	HOTEL/MOTEL TAX	18,961	20,000	17,000 17,000
430-0205	MIXED BEVERAGE TAXES	-	-	75 -
430-0210	AEP FRANCHISE FEE	210,677	200,000	215,000 215,000
430-0220	FRANCHISE FEE-AT&T LEASE	42,000	39,600	39,600 39,600
430-0230	FRANCHISE FEE-AT&T	782	1,100	800 800
430-0245	TWC FRANCHISE FEE	49,900	50,000	40,000 40,000
430-0256	PEG CAPITAL FEE	9,980	10,000	8,000 8,000
430-0261	FRANCHISE FEE-GARBAGE	105,184	105,000	110,000 110,000
430-0271	TEXAS GAS FRANCHISE FEE	11,568	7,000	8,000 8,000
430-0275	SKYWAY TOWERS LEASE FEE	8,980	8,900	9,200 9,200
430-0281	RIGHT OF WAY FRANCHISE FEES	6,097	5,000	5,000 5,000
<b>TOTAL FRANCHISE FEES</b>		<b>464,131</b>	<b>446,600</b>	<b>452,675 452,600</b>
407-0300	NSF REVENUE	80	-	- -
407-0310	POLICE RECORDS FEES	285	200	210 200
407-1045	SHOOTING RANGE	32,845	34,000	34,000 34,000
407-1048	SHOOTING RANGE - SALE OF SCRAP	-	-	- -
407-1051	PRISONER HOUSING/CUSTOM DET	-	-	- -
407-1076	VEST BVP GRANT	1,779	1,750	1,595 1,750
410-1014	GARAGE SALE PERMIT	2,900	3,000	3,000 3,000
410-1016	HEALTH INSPECTIONS	5,460	4,500	5,000 5,000
410-1021	ANIMAL LICENSES	-	-	- -
410-1054	ALARM REGISTRATION FEES	10	-	- -
410-1130	LOT MOWING	440	500	500 500
416-1017	LIBRARY REVENUE-COPY MACHINE	9,011	7,000	7,000 7,000
416-1131	LIBRARY REVENUE	1,504	1,500	1,500 1,500
444-1000	INTEREST EARNED	126,186	115,000	92,000 85,000
444-1002	CDC ADMIN REVENUE	15,000	15,000	15,000 15,000
444-1015	LICENSE & PERMITS	184,527	180,000	210,000 200,000
444-1020	MISC. FEES & SERVICES	9,272	-	- -
444-1025	RENTAL FEES - COMMUNITY CENTER	14,195	14,000	18,000 18,000
444-1027	MISC INCOME	105,720	28,595	190,000 25,000
444-1028	RENTAL FEES-PARKS	2,350	2,300	2,300 2,300
444-1029	COMMUNITY CENTER BLDG SECUR	3,554	4,500	4,500 4,500
444-1040	PLAT REVIEW FEES	12,000	20,000	9,000 9,000
444-1080	ADMIN FEES - GENERAL ELECTION	150	-	- -
444-1081	POOL ADMISSION/RENTAL	5,414	4,800	4,800 4,800
444-1085	CREDIT CARD PROCESSING FEES	31,492	25,000	32,000 32,000
444-1094	SWIMMING LESSONS INCOME	23,640	18,000	20,000 20,000
490-1082	POOL RENTAL DEPOSIT	200	-	- -
490-7530	REIMBURSEMENT - LIBRARY	191	-	150 150
490-7560	REIMB. FROM FIRE DEPT/EMS	96,851	98,200	8,279 -
490-7570	REIMBURSEMENT - TXDOT	-	-	338,022 -
<b>TOTAL OTHER REVENUE</b>		<b>685,057</b>	<b>577,845</b>	<b>996,856 468,700</b>
490-8000	TRANSFERS IN - CDC & TIRZ	-	-	500 -
410-1020	TRANSFER IN - SELF SUPPORTING DEBT	-	736,370	736,370 792,699
<b>TOTAL DEPARTMENT REVENUE</b>		<b>-</b>	<b>736,370</b>	<b>736,870 792,699</b>
<b>TOTAL OPERATIONAL REVENUE</b>		<b>6,358,267</b>	<b>5,622,982</b>	<b>6,541,958 6,773,454</b>

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	
		APPROVED			
		ACTUAL	BUDGET	PROJECTED	PROPOSED
OPERATIONAL EXPENDITURES					
ADMINISTRATION					
502-01100	ADMINISTRATION SALARY	300,638	334,530	313,200	449,936
502-01500	OVERTIME SALARY EXPENSE	1,378	1,250	1,800	2,000
502-02100	PAYROLL TAXES FICA	17,605	20,819	20,000	28,021
502-02105	PAYROLL TAXES MEDICARE	4,117	4,868	4,600	6,554
502-02106	HEALTH INS EXP	38,393	43,161	45,500	68,389
502-02107	PAYROLL TAXES TWC	56	761	250	573
502-02150	TMRS RETIREMENT EXPENSE	21,165	22,637	22,000	37,122
502-02160	WORKMAN'S COMPENSATION INSURANCE	2,356	672	670	904
502-02210	OTHER INSURANCE	230	245	235	347
502-03110	ATTORNEY	12,750	10,000	15,000	15,000
502-03115	AUDITOR	22,860	27,000	26,310	27,000
502-03120	VALLEY METRO SERVICE	43,989	21,995	-	21,995
502-04100	OFFICE SUPPLIES & PRINTING	27,056	23,000	23,000	28,000
502-04110	POSTAGE	1,257	2,000	2,000	2,000
502-05100	ELECTRICITY	14,214	15,000	17,000	17,000
502-05120	TELEPHONE	9,401	14,174	10,000	10,000
502-05130	UTILITIES	3,265	7,500	10,000	10,000
502-06100	ADVERTISING	8,074	10,000	10,000	10,000
502-06120	LF CHAMBER OF COMMERCE ADV.	42,000	45,000	35,000	45,000
502-06130	HEADS & BEDS	21,000	22,000	22,000	22,000
502-09100	TRAVEL & TRAINING	21,142	16,000	16,000	16,000
502-09110	ADMIN. EXPENSE	25	2,000	2,000	2,000
502-10100	DUES & MEMBERSHIP	10,662	7,000	12,000	12,000
502-11100	MAINTENANCE OF EQUIPMENT	26,140	24,000	24,000	24,000
502-11110	MAINTENANCE OF BLDG.	9,537	10,000	15,000	45,000
502-12100	BUILDING INSURANCE	32,888	33,000	32,888	34,000
502-12110	LIABILITY INSURANCE	11,485	12,000	18,813	20,000
502-13500	CAPITAL OUTLAY	212,122	-	138,085	97,000
502-14100	TECHNOLOGY MAINTENANCE AGREEMENT	43,637	75,542	75,542	60,824
502-30250	PROFESSIONAL SERVICES	5,000	500	500	500
502-99100	MISCELLANEOUS	7,121	6,000	6,000	6,000
502-99101	EVENTS	4,500	7,500	7,500	9,300
TOTAL DEPARTMENT EXPENDITURES		976,065	820,154	926,893	1,128,465
MUNICIPAL COURT					
503-01100	COURT SALARY	136,014	138,760	138,760	142,865
503-01500	OVERTIME SALARIES	3,002	3,500	1,500	1,500
503-02100	PAYROLL TAXES FICA	8,518	8,820	8,500	8,951
503-02105	PAYROLL TAXES MEDICARE	1,992	2,063	2,000	2,094
503-02106	HEALTH INSURANCE	21,268	21,581	25,000	24,137
503-02107	PAYROLL TAXES TWC	27	351	35	189
503-02150	TMRS RETIREMENT EXPENSE	9,745	9,787	9,787	12,387
503-02160	WORKMAN'S COMPENSATION INSURANCE	2,211	285	2,200	1,801
503-02210	OTHER INSURANCE	107	122	120	122
503-03100	CONTRACT SERVICES - JUDGE	23,025	35,000	35,000	35,000
503-03110	CONTRACT SERVICES - ATTORNEY	25,075	20,000	20,000	20,000
503-04100	SUPPLIES	2,373	4,000	6,000	6,000
503-04110	POSTAGE	3,560	3,000	3,000	3,000
503-05120	TELEPHONE	3,259	3,300	3,300	3,300
503-09100	TRAVEL & TRAINING	1,160	3,000	3,000	3,000
503-10100	DUES & MEMBERSHIPS	31	150	150	150
503-14110	COURT TECHNOLOGY - ANNUAL MAINTEN.	23,411	29,853	29,853	33,351
503-30110	CREDIT CARD SERVICE CHARGE	46,074	45,000	115,000	50,000
503-99100	MISCELLANEOUS	-	200	200	200
TOTAL DEPARTMENT EXPENDITURES		310,853	328,772	403,405	348,047
TAX ASSESSOR-COLLECTOR					
504-30100	TAX APPRAISAL FEE	44,604	45,317	46,724	50,000
504-30300	COUNTY CONTRACT M&O	23,959	24,000	20,000	20,000
TOTAL DEPARTMENT EXPENDITURES		68,563	69,317	66,724	70,000

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	
		APPROVED			
		ACTUAL	BUDGET	PROJECTED	PROPOSED
INFORMATION TECHNOLOGY					
505-01100	INFORMATION TECHNICIAN SALARY	39,150	63,014	4,903	-
505-01500	OVERTIME SALARY EXPENSE	-	-	-	-
505-02100	PAYROLL TAXES FICA	2,423	3,907	303	-
505-02105	PAYROLL TAXES MEDICARE	567	914	71	-
505-02106	HEALTH INS EXP	3,545	7,194	0	-
505-02107	PAYROLL TAXES TWC	5	117	-	-
505-02150	TMRS RETIREMENT EXPENSE	2,744	4,335	344	-
505-02160	WORKMAN'S COMPENSATION INSURANCE	87	134	11	-
505-02210	OTHER INSURANCE	21	41	-	-
505-02220	CONTRACT-IT SERVICES	9,600	9,600	19,152	43,200
505-05120	TELEPHONE	-	-	175	175
505-13500	CAPITAL OUTLAY	-	-	-	-
505-14000	HARDWARE	74,609	36,000	22,500	50,000
505-14010	SOFTWARE	6,962	9,250	1,000	10,000
505-14030	NETWORK	170	2,000	1,000	2,000
TOTAL DEPARTMENT EXPENDITURES		139,882	136,506	49,458	105,375
ELECTIONS					
506-03000	ELECTIONS CONTRACT	10,131	10,000	7,308	17,500
506-06100	ADVERTISING	-	500	500	500
506-09100	TRAVEL & SCHOOL	-	2,000	1,214	2,000
TOTAL DEPARTMENT EXPENDITURES		10,131	12,500	9,022	20,000
POLICE					
507-01100	SALARIES EXP	1,246,339	1,366,008	1,366,008	1,370,621
507-01500	POLICE OVERTIME	30,565	55,000	31,000	55,000
507-01510	POLICE OVERTIME - COMMUNITY CENTER	5,368	5,000	5,000	5,000
507-01515	POLICE OVERTIME - STONE GARDEN	88,587	78,320	78,320	75,025
507-01520	OVERTIME - SCHOOL SECURITY	4,676	6,000	6,000	6,000
507-01525	OVERTIME - LBSP	33,252	50,000	50,000	-
507-02100	PAYROLL TAXES FICA	86,230	96,058	91,000	93,722
507-02105	PAYROLL TAXES MEDICARE	20,167	22,464	21,500	21,918
507-02106	HEALTH & OTHER BENEFITS	163,462	187,032	198,000	201,144
507-02107	PAYROLL TAXES TWC	254	3,042	300	1,575
507-02150	RETIREMENT EXPENSE	98,756	106,593	106,593	129,704
507-02160	WORKMAN'S COMPENSATION INSURANCE	36,943	34,681	34,681	34,597
507-02210	OTHER INS	959	1,061	1,000	1,020
507-03100	BREATHALYZER CONTRACT	1,650	3,000	1,650	3,300
507-03115	FORENSICS	-	1,000	1,000	1,000
507-04100	ADMINISTRATIVE SUPPLIES	17,629	19,000	19,000	20,000
507-04110	JANITORIAL SUPPLIES	2,018	2,000	2,000	3,000
507-04115	EMPLOYEE SCREENINGS	4,782	3,000	3,000	3,000
507-04120	UNIFORMS (ALLOWANCE)	18,418	20,000	20,000	20,000
507-04130	PRISONER EXPENSE	1,315	2,000	2,000	2,000
507-04140	POLICE EQUIPMENT	23,742	26,000	26,000	26,000
507-04145	VEST BVP GRANT EXPENSE	1,164	2,800	1,595	1,750
507-05100	ELECTRICITY	11,982	12,000	12,000	12,000
507-05120	TELEPHONE	19,146	27,200	26,000	26,000
507-05130	UTILITIES - POLICE	1,025	1,100	1,100	1,200
507-05135	UTILITIES - TRAINING CENTER	628	700	700	800
507-06100	ADVERTISING	-	-	-	-
507-07100	FUEL FOR VEHICLES	54,254	60,000	50,000	50,000
507-08100	REPAIRS - VEHICLES	37,795	38,220	38,000	30,000
507-09100	TRAVEL & TRAINING	9,034	10,000	10,000	10,000
507-09110	STATE EDUCATION MONEY	4,301	5,688	5,688	-
507-10100	DUES & MEMBERSHIPS	1,061	1,000	1,000	1,000
507-11100	MAINTENANCE OF EQUIPMENT	1,417	2,000	2,000	2,000
507-11110	MAINTENANCE OF BUILDING	4,067	8,500	8,500	8,500
507-11120	MAINTENANCE OF SHOOTING RANGE	42,770	25,000	25,000	25,000
507-12100	BUILDING INSURANCE	6,804	7,000	6,804	7,000
507-12110	LIABILITY INSURANCE	35,418	36,000	29,496	32,000
507-13500	CAPITAL OUTLAY	159,358	53,000	52,869	75,000
507-14100	TECHNOLOGY MAINTENANCE AGREEMENT	66,019	110,603	67,217	98,855
507-30100	SCHOOL SUPPORT/EXPLORERS	4,198	6,000	6,000	6,000
507-30200	CAPITAL LEASE - VEHICLES	-	21,359	24,000	63,000
507-99100	MISCELLANEOUS	84	500	500	500
507-99200	CHILD SAFETY PROGRAM	1,678	-	-	-
TOTAL DEPARTMENT EXPENDITURES		2,347,316	2,515,928	2,432,521	2,524,231

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026
		APPROVED		
		ACTUAL	BUDGET	PROJECTED PROPOSED
<b>FIRE</b>				
508-02160	WORKER'S COMP	1,224	1,500	1,500
508-03100	FIRE MARSHALL	10,070	10,000	10,000
508-03110	SPECIAL SERVICES - CONTRACT	151,000	175,000	175,000
508-04100	SUPPLIES	3,182	1,250	1,250
508-05120	TELEPHONE	340	360	360
508-05130	UTILITIES - FIRE	783	1,000	2,200
508-12100	BUILDING INSURANCE	13,185	13,500	-
508-12110	LIABILITY INSURANCE	24,423	25,000	8,279
<b>TOTAL DEPARTMENT EXPENDITURES</b>		<b>204,206</b>	<b>227,610</b>	<b>198,589 244,760</b>
<b>ENGINEERING</b>				
509-03000	CONTRACT - BUILDING INSPECTOR	112,804	130,000	137,000
509-30100	PLAT REVIEW	28,431	20,000	14,000
509-30120	ENGINEERING	145,603	27,500	32,000
<b>TOTAL DEPARTMENT EXPENDITURES</b>		<b>286,838</b>	<b>177,500</b>	<b>183,000 190,000</b>
<b>ENVIRONMENTAL</b>				
510-01100	ENVIRONMENTAL OFFICER SALARIES	112,887	110,173	115,000
510-01500	OVERTIME SALARIES	3,295	4,000	3,000
510-02100	PAYROLL TAXES FICA	7,193	7,079	7,500
510-02105	PAYROLL TAXES MEDICARE	1,682	1,656	1,750
510-02106	HEALTH INSURANCE	13,188	14,387	17,000
510-02107	PAYROLL TWC	18	234	25
510-02150	TMRS	8,144	7,856	8,500
510-02160	WORKMAN'S COMPENSATION	3,783	2,613	3,800
510-02210	OTHER INS	78	82	85
510-03100	ORDINANCE ENFORCEMENT	2,490	6,000	5,000
510-04100	SUPPLIES & POSTAGE	4,504	11,000	12,000
510-04110	MOSQUITO SPRAYING SUPPLIES	-	-	-
510-05120	TELEPHONE/INTERNET	868	1,600	1,600
510-06100	ADVERTISING	-	-	-
510-07100	FUEL FOR VEHICLES	3,671	5,500	4,500
510-08100	REPAIRS TO VEHICLES	1,880	2,500	2,500
510-09100	TRAVEL & TRAINING	77	1,500	500
510-11100	MAINTENANCE OF EQUIPMENT	176	500	500
510-11110	MAINTENANCE OF BUILDING	275	2,000	2,000
510-12110	LIABILITY INSURANCE	535	550	555
510-13110	ANIMAL SHELTER	613	-	-
510-30100	ANIMAL CONTROL	792	850	850
510-30200	CAPITAL LEASES	-	-	10,000
510-99100	MISCELLANEOUS	240	500	500
510-99115	BAD DEBT EXPENSE - LOT MOWING	-	3,000	1,590
<b>TOTAL DEPARTMENT EXPENDITURES</b>		<b>166,391</b>	<b>183,580</b>	<b>188,755 198,738</b>
<b>EMERGENCY MEDICAL SERVICE</b>				
511-02160	WORKER'S COMP	26,777	27,000	-
511-05120	TELEPHONE	340	350	350
511-05130	UTILITIES - AMBULANCE SERVICES	5,343	5,600	7,000
511-12100	BUILDING INSURANCE	7,096	7,200	-
511-12110	LIABILITY INSURANCE	25,371	25,500	-
511-30000	CONTRACT LOS FRESNOS EMS	160,000	180,000	180,000
511-30200	LEASE BUYOUT	-	-	-
<b>TOTAL DEPARTMENT EXPENDITURES</b>		<b>224,927</b>	<b>245,650</b>	<b>187,350 211,350</b>
<b>GARBAGE</b>				
512-03100	CONTRACTED GARBAGE COLLECTION	9,026	-	426
512-05100	ELECTRICITY - ILLEGAL DUMPING CAMERA	375	375	375
512-99115	BAD DEBT EXPENSE	3,281	3,500	6,600
<b>TOTAL DEPARTMENT EXPENDITURES</b>		<b>12,682</b>	<b>3,875</b>	<b>7,401 4,375</b>

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	
		APPROVED			
		ACTUAL	BUDGET	PROJECTED	PROPOSED
STREETS					
514-01100	SALARIES	62,798	104,636	47,500	70,335
514-01125	CONTRACT LABOR	22,611	26,624	26,624	26,624
514-01130	CONTRACT LABOR - OVERTIME	-	2,000	2,500	2,000
514-01500	OVERTIME SALARIES EXPENSE	3,650	3,000	3,500	3,000
514-02100	PAYROLL TAXES FICA	4,086	5,732	3,500	4,547
514-02105	PAYROLL TAXES MEDICARE	956	1,340	800	1,064
514-02106	HEALTH & OTHER BENEFITS	14,179	17,984	10,000	16,092
514-02107	PAYROLL TAXES TWC	23	293	25	126
514-02150	RETIREMENT EXPENSE	4,658	6,361	4,200	6,292
514-02160	WORKMAN'S COMPENSATION INSURANCE	1,616	1,899	1,300	1,224
514-02210	OTHER INSURANCE	85	102	51	82
514-04100	TOOLS & SUPPLIES	5,662	3,500	5,000	5,000
514-05100	ELECTRICITY (STREET LIGHTS)	103,795	104,000	115,000	115,000
514-07100	FUEL FOR VEHICLES	8,108	8,000	5,500	8,000
514-08100	REPAIRS TO VEHICLES	18,515	7,000	6,000	6,000
514-09100	TRAVEL & TRAINING	1,185	2,000	1,000	2,000
514-10100	DUES & MEMBERSHIP	26,670	15,000	15,000	15,000
514-11100	STREET DRAINAGE & REPAIRS	27,276	40,000	40,000	50,000
514-11110	STREET SIGNS & REPAIRS	21,391	5,000	5,000	5,000
514-11120	MOWING MACHINE REPAIRS	10,249	7,500	7,500	7,500
514-12110	LIABILITY INSURANCE	2,259	2,500	2,324	2,500
514-13500	CAPITAL OUTLAY	1,149,705	-	-	-
514-13515	MATCH TXDOT - SIDEWALK	-	-	83,176	-
514-13520	STREET PROJECT	136,012	50,003	412,336	154,526
514-30100	VEGETATION CONTROL	-	-	-	-
514-30200	CWSRF - 2022	-	-	-	-
514-30201	CAPITAL LEASE	-	9,000	15,000	28,000
TOTAL DEPARTMENT EXPENDITURES		1,625,489	423,474	812,836	529,912
PARKS					
515-01100	SALARIES	91,578	122,278	101,500	97,479
515-01105	POOL LABOR	56,121	101,894	80,000	150,085
515-01106	SWIMMING LESSONS INSTRUCTOR	23,640	20,000	20,000	30,000
515-01125	CONTRACT LABOR	47,682	53,248	47,000	53,248
515-01130	CONTRACT LABOR- OVERTIME	302	500	2,500	2,000
515-01500	OVERTIME EXPENSE	5,703	5,000	7,500	5,000
515-02100	PAYROLL TAXES FICA	9,456	14,209	12,000	15,659
515-02105	PAYROLL TAXES MEDICARE	2,211	3,319	2,600	3,664
515-02106	HEALTH INSURANCE EXPENSE	21,268	25,177	25,177	24,137
515-02107	PAYROLL TAXES TWC	83	2,633	200	1,422
515-02150	RETIREMENT EXPENSE	6,819	8,756	8,000	8,793
515-02160	WORKMAN'S COMPENSATION INSURANCE	2,973	3,825	3,200	4,215
515-02210	OTHER INSURANCE	128	143	130	122
515-04100	TOOLS & SUPPLIES	9,269	10,000	10,000	10,000
515-04110	POOL SUPPLIES	1,143	2,500	1,000	2,500
515-05100	ELECTRICITY (PARK)	8,089	10,000	12,000	12,000
515-05110	ELECTRICITY (POOL)	8,148	8,000	8,000	8,000
515-05115	ELECTRICITY (BOYS & GIRLS CLUB)	9,266	10,000	10,000	10,000
515-05116	ELECTRICITY ALAMO WHSE	3,756	4,000	4,000	4,000
515-05120	TELEPHONE	170	200	200	200
515-05130	UTILITIES - COMMUNITY PARK	3,447	3,500	3,300	3,500
515-05131	UTILITIES - NATURE PARK	930	1,200	1,000	1,200
515-05132	UTILITIES - POOL	3,610	3,000	4,500	4,500
515-05135	UTILITIES - BOYS & GIRLS CLUB	863	1,000	1,000	1,000
515-05136	UTILITIES - ALAMO WHSE	647	750	750	750
515-07100	FUEL FOR VEHICLES	9,224	10,000	9,000	10,000
515-08100	REPAIRS TO VEHICLES	9,953	5,000	5,000	4,000
515-11100	MOWING MACHINE REPAIRS	12,900	15,000	7,500	10,000
515-11110	POOL MAINT.	19,344	4,000	2,500	7,500
515-11120	POOL CHEMICALS	21,633	11,000	10,000	20,000
515-11130	PARK MAINTENANCE	26,103	20,000	12,000	20,000
515-11135	FIELD MAINTENANCE	-	6,000	10,000	10,000
515-11136	ALAMO WHSE MAINTENANCE	1,362	1,500	5,000	15,000
515-11145	BOYS & GIRLS CLUB	60,000	60,000	60,000	80,000
515-12100	BUILDING INSURANCE	1,565	1,600	1,565	1,600
515-12110	LIABILITY INSURANCE	5,461	6,000	6,265	6,500
515-13500	CAPITAL OUTLAY	-	-	-	7,500
515-30101	HIKE & BIKE TRAIL PROJECT	100,000	150,000	153,333	43,284
515-30200	CAPITAL LEASE - VEHICLES	-	14,469	17,500	20,000
515-99100	MISCELLANEOUS	343	600	600	600
TOTAL DEPARTMENT EXPENDITURES		585,192	720,301	665,821	709,458

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	
		APPROVED			
		ACTUAL	BUDGET	PROJECTED	PROPOSED
LIBRARY					
516-01100	SALARIES	127,173	137,634	130,000	146,962
516-01500	OVERTIME SALARIES EXPENSE	594	1,500	950	1,500
516-02100	PAYROLL TAXES FICA	7,890	8,626	8,200	9,205
516-02105	PAYROLL TAXES MEDICARE	1,845	2,018	2,000	2,152
516-02106	HEALTH & OTHER BENEFITS	14,179	14,387	17,000	16,092
516-02107	PAYROLL TAXES TWC	320	374	100	202
516-02150	RETIREMENT EXPENSE	7,062	7,450	7,450	10,012
516-02160	WORKMAN'S COMPENSATION INSURANCE	382	373	400	398
516-02210	OTHER INSURANCE	85	82	90	82
516-04100	OFFICE SUPPLIES	2,818	3,100	3,100	3,400
516-05100	ELECTRICITY	5,176	5,300	5,300	5,300
516-05120	TELEPHONE	1,592	1,400	1,200	1,200
516-09100	TRAVEL & TRAINING	-	1,000	-	2,500
516-10100	DUES & MEMBERSHIP	31	450	450	450
516-11100	MAINTENANCE OF EQUIPMENT	398	1,000	1,000	1,000
516-11110	MAINTENANCE OF BLDG.	2,162	4,200	5,200	6,000
516-12100	BUILDING INSURANCE	5,341	5,400	5,514	5,600
516-12110	LIABILITY INSURANCE	2,455	2,500	2,663	2,700
516-13110	LEASE COPIER	2,999	3,500	3,700	3,700
516-13500	CAPITAL OUTLAY	21,500	5,706	5,706	13,400
516-14100	TECHNOLOGY MAINTENANCE AGREEMENT	3,755	6,948	6,948	6,107
516-30100	BOOKS	4,717	8,500	6,400	8,500
516-99100	MISCELLANEOUS	2,414	1,825	2,625	2,500
TOTAL DEPARTMENT EXPENDITURES		214,888	223,273	215,996	248,962
COMMUNITY / SENIOR CENTER					
517-01100	SALARIES EXPENSE	-	-	-	35,443
517-01500	OVERTIME	-	-	-	300
517-02100	PAYROLL TAXES FICA	-	-	-	2,216
517-02105	PAYROLL TAXES MEDICARE	-	-	-	518
517-02106	HEALTH INSURANCE	-	-	-	8,046
517-02107	PAYROLL TAXES TWC	-	-	-	63
517-02150	RETIREMENT EXPENSE	-	-	-	3,067
517-02160	WORKMANS COMP	-	-	-	72
517-02210	OTHER INSURANCE	-	-	-	41
517-04100	SUPPLIES & EQUIPMENT	2,717	2,500	3,000	6,000
517-05100	TELEPHONE	-	-	-	1,800
517-05110	ELECTRICITY	-	-	-	5,500
517-05130	UTILITIES	-	-	-	700
517-07100	FUEL	-	-	-	1,700
517-08100	VEHICLE REPAIRS	4,222	-	2,000	2,500
517-11100	MAINTENANCE OF EQUIPMENT	207	937	500	500
517-11110	MAINTENANCE OF BUILDING	7,619	2,000	264	6,000
517-12100	BUILDING INSURANCE	-	-	-	3,250
517-12110	LIABILITY INSURANCE	-	-	-	2,250
517-99100	MISCELLANEOUS	-	-	-	-
TOTAL DEPARTMENT EXPENDITURES		14,765	5,437	5,764	79,966
EMERGENCY MANAGEMENT					
518-01100	COORDINATOR SALARY	6,104	6,145	6,145	6,329
518-02100	PAYROLL TAXES FICA	379	381	381	392
518-02105	PAYROLL TAXES MEDICARE	89	89	89	92
518-02107	PAYROLL TAXES TWC	(2)	117	11	63
518-02150	RETIREMENT EXPENSE	428	423	423	543
518-02160	WORKMAN'S COMPENSATION INSURANCE	174	141	170	145
518-04100	SUPPLIES	4,678	5,000	8,000	5,000
518-04112	LEASE OF EQUIPMENT	-	-	-	-
518-05120	TELEPHONE/COMMUNICATIONS	23,052	25,000	360	360
518-07110	DIESEL FUEL - GENERATOR	-	1,000	1,000	1,000
518-09100	TRAVEL & TRAINING	-	3,000	-	3,000
518-11100	MAINTENANCE EQUIPMENT	-	1,500	-	1,500
518-14100	TECHNOLOGY MAINTENANCE AGREEMENT	23,768	45,743	52,044	48,430
TOTAL DEPARTMENT EXPENDITURES		58,669	88,539	68,623	66,854

CITY OF LOS FRESNOS  
APPROVED **GENERAL FUND** BUDGET  
FISCAL YEAR ENDING SEPTEMBER 30, 2026

		FY 2023-2024	FY 2024-2025	FY 2025-2026	
		APPROVED			
		ACTUAL	BUDGET	PROJECTED	PROPOSED
OTHER GENERAL					
519-30160	OUTSOURCE PAYROLL SERVICE	7,253	3,000	7,500	-
519-30170	RCI- FIXED ASSETS/RECORD RETENTION	6,225	8,000	8,000	8,000
519-30260	THANKSGIVING/CHRISTMAS PARTY	4,901	15,500	15,500	15,500
519-30280	FEMA-HAZARD MITIGATION PLAN	-	-	-	-
TOTAL DEPARTMENT EXPENDITURES		18,378	26,500	31,000	23,500
TRANSFER OUT					
522-30130	TRANSFER OUT - DEBT SERVICE	2,250	2,250	-	-
TOTAL DEPARTMENT EXPENDITURES		2,250	2,250	-	-
COMMUNITY HEALTH					
523-01100	SALARIES EXPENSE	37,480	38,456	38,456	43,784
523-01500	OVERTIME	-	500	-	500
523-02100	FICA EXPENSE	2,263	2,415	2,300	2,746
523-02105	MEDICARE EXPENSE	529	565	530	642
523-02106	HEALTH INSURANCE EXPENSE	7,089	7,194	8,350	8,046
523-02107	STATE UNEMPLOYMENT TAX EXPENSE	8	117	10	63
523-02150	TMRS EXPENSE	2,627	2,680	2,680	3,800
523-02160	WORKER'S COMP	729	650	720	739
523-02210	OTHER INSURANCE	43	41	43	41
523-04100	SUPPLIES	6,130	6,000	6,000	8,000
523-04101	MISCELLANEOUS	148	-	-	-
523-05120	TELEPHONE	1,059	1,100	1,100	1,100
523-09100	TRAVEL & TRAINING	-	-	-	-
TOTAL DEPARTMENT EXPENDITURES		58,105	59,718	60,189	69,461
TOTAL OPERATIONAL EXPENDITURES		7,325,590	6,270,884	6,513,347	6,773,454

## ACTION ITEM REPORT



**Item Title:**

Consideration and ACTION to approve the first reading of Ordinance 573 approving the 2025 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City directing the assessment and collection thereof.

**Recommendation:**

The tax rate remains the same at \$0.685 as the prior year and what was originally proposed, discussed and voted upon in prior meetings.

I recommend approval.



**ORDINANCE NO. 573**

**AN ORDINANCE APPROVING THE TAX ROLL FOR 2025 AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE, BENEFIT AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LOS FRESNOS, TEXAS; AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.**

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

Mayor Alejandro Flores	__ For __ Against __ Abstained
Councilmember 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

**WHEREAS**, the City Council finds that the tax for the year 2025 herein after levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year.

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

SECTION 1. The Tax Appraisal Roll of the City of Los Fresnos for 2025, as heretofore approved and certified by the Cameron Appraisal District, is hereby approved, together with those supplemental rolls, which the Cameron Appraisal District deems necessary to complete the 2025 Certified Roll.

SECTION 2. For the current expenses of the City of Los Fresnos and for the general improvements of the City and its property, also known as maintenance and operations expenses, there is hereby levied and ordered to be assessed and collected for the year 2025, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos, and not exempt from taxation by valid laws, and ad valorem tax at the rate of \$0.491000 on the one hundred (\$100.00) dollars valuation of such property.

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

SECTION 3. For the purpose of paying interest and providing a sinking fund for the payment of each issue of certificates of obligation issued for various municipal purposes heretofore issued by the City of Los Fresnos, including the various installments of principal falling due during the ensuing year on certificates of obligation issued for such purposes, there is hereby levied and ordered to be assessed and collected for the year 2025 and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.194000 on the one hundred (\$100.00) dollars valuation of such property.

SECTION 4. For the purpose of collecting ad valorem taxes levied and ordered to be assessed and collected for the year 2025, and for each year thereafter until it be otherwise provided and ordained, payment shall become due on the first day of October of the year for which the levy is made and may be paid up to and including the following January 31<sup>st</sup>, without penalty, and discounts shall be allowed on said taxes if paid as follows, to wit:

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

If not paid before February 1, 2025 said taxes shall become delinquent and the following penalty shall be payable thereon, to wit:

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

From February 1, 2026 delinquent tax accrues interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Attorney fees may accrue as provided by law.

SECTION 5. The unpaid taxes on all years prior to 2025 shall continue to be delinquent as of February 1<sup>st</sup> of the year next succeeding the year for which such taxes were levied and assessed and shall be subject to penalty and interest as governed by Section 33.01, Texas Property Tax Laws, Annotated 1982.

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

INTRODUCED and APPROVED on the first reading this 2<sup>nd</sup> day of September, 2025.

APPROVED and PASSED on the second reading this the 9<sup>th</sup> day of September, 2025.

CITY OF LOS FRESNOS

\_\_\_\_\_  
Alejandro Flores, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Moya, City Secretary

## ACTION ITEM REPORT



**Item Title:** Consideration and ACTION to amend an agreement for Professional Engineering Services with Guzman & Munoz Engineering and Surveying, Inc.

**Recommendation:**

**Guzman & Munoz Engineering have been the engineering firm working on water and wastewater projects for the city. This will update the agreement with them through December 31, 2028. This should get us to the end of the current projects with water and wastewater we are doing through TWDB.**

**I recommend approval.**

**CONTRACT AMENDMENT FOR  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE CITY OF LOS FRESNOS**

STATE OF TEXAS  
COUNTY OF HIDALGO

This **CONTRACT** is made and entered into by and between the City of Los Fresnos, a home ruled municipal corporation whose address is 520 Ocean Boulevard, Los Fresnos, Texas 78566-3643 in Cameron County acting thereby and through its Mayor, who is authorized to execute this **CONTRACT** by the City of Los Fresnos, hereinafter called “City” and the engineering firm of Guzman & Muñoz Engineering and Surveying, Inc. (GMES), whose address is 2020 East Expressway 83, Mercedes, Texas 78570, acting by and through its Principal, José L. Muñoz, P.E., hereinafter called the “Engineer”.

**SECTION ONE  
NATURE OF EMPLOYMENT**

The City of Los Fresnos hereby retains and employs Guzman & Muñoz Engineering and Surveying, Inc., to act under the title of Engineer, and to render to the City and its duly elected officers and employees planning, designing, and construction services for projects within the City, to include management and coordination of engineering design efforts for projects as assigned.

The Engineer will be responsible for the preliminary engineering, final design, bidding, construction administration, construction or design/build of individual projects. A list of services, but not limited to, that may be provided by the Engineer are described under **Attachment “B”, Scope of Services**.

The City of Los Fresnos shall issue work under this contract to the Engineer on a **Work Authorization Basis. (Attachment E, Work Authorization Form.)**

**SECTION TWO  
ACCEPTANCE OF EMPLOYMENT**

The Engineer hereby accepts the employment and agrees to render to the best of its ability the services described under Attachment “B”, Scope of Services during the continuance of this contract. The Engineer agrees to accept assignments for any services on a Work Authorization Basis, unless otherwise specifically approved by the City during the duration of this contract.

**SECTION THREE  
COMPENSATION, TERM**

As compensation for the services established herein to be rendered by the Engineer, the City shall pay the Engineer on the agreed upon lump sum amount per work authorization based on the hourly rate fee schedule found in **Attachment “D”, Hourly Rate Schedule**.

For compensation of other general engineering services not contained herein, typically of short duration and not associated with major studies, facilities design or evaluations for which the Engineer may otherwise be engaged to provide services, the City shall compensate the Engineer at the rates shown on **Attachment “D”, Hourly Rate Schedule**.

The term of this **CONTRACT** begins on **January 1, 2025 thru December 31, 2028**. This Contract may be reviewed and executed annually in accordance with the City Charter and policies with the option to extend for another year.

#### SECTION FOUR FILES

It is agreed and understood between the City and the Engineer that any and all files created or maintained by the Engineer in connection with services provided pursuant to this contract are the property of the City under instruments of service, however, the Engineer may keep a copy of all documents. Upon termination of this contract, the Engineer shall provide the City all documents in a format acceptable to the City within thirty (30) calendar days. The Engineer may retain copies of all pertinent documents provided to the City.

#### SECTION FIVE NON-ASSIGNABILITY

This Contract shall be deemed personal to the Engineer and in no event shall this Contract be assigned without the written consent of the City.

#### SECTION SIX INSURANCE

The Engineer agrees to procure and maintain, at his expense, professional liability insurance in an amount not less than \$1,000,000.00 per claim in the aggregate to protect the City Engineer and its agents from claims that may arise from services rendered under this contract.

#### SECTION SEVEN DISCRIMINATION PROHIBITED

In performing the services required under this Contract, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

#### SECTION EIGHT TERMINATION

Either party may terminate this contract upon thirty (30) day’s written notice from one party to the other.

This contract is executed on behalf of the City by the presiding officer of its governing body, who is authorized to execute this instrument heretofore by order, heretofore passed and approved and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ENGINEER:**

GUZMAN & MUÑOZ  
ENGINEERING AND SURVEYING, INC.

**CITY:**

CITY OF LOS FRESNOS

BY: \_\_\_\_\_

JOSE L. MUNOZ, P.E., SIT  
PRINCIPAL

BY: \_\_\_\_\_

ALEJANDRO FLORES  
MAYOR

ATTEST: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Hourly Rate Schedule
- ATTACHMENT "E" - Work Authorization Form
- ATTACHMENT "F" - Certificate of Insurance

**ATTACHMENT “A”**  
**SERVICES TO BE PROVIDED BY THE CITY**

The City Manager's Office will be responsible for the coordination of the projects with other segments of the City of Los Fresnos, and other City Departments, other entities' projects, and all private utilities. The following provides an outline of the services to be provided by the **CITY** in the development of the “**Project(s)**”.

The **CITY** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with the Main Contract and subsequent Work Authorizations.
- (2) Payment for work performed by the **ENGINEER**, and accepted by the **CITY** in accordance with the Main Contract and subsequent Work Authorizations.
- (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 for relevant Work Authorizations.
- (4) Provide any available relevant data the **CITY** may have on file concerning the “**Project(s)**”.
- (5) Provide timely reviews and decisions in response to the **ENGINEER’S** request for information and/or required submittals and deliverables for relevant Work Authorizations, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with the relevant Work Authorization.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Attend the Preliminary Concept Conference, which is coordinated and conducted by the **ENGINEER**.
- (8) Review and approve the “**Project(s)**” design criteria.
- (9) Review and approve change orders for the “**Project(s)**” as may be required and prepared by the **ENGINEER**.



**ATTACHMENT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will provide timely and professional geotechnical investigations, design surveys, construction plans and technical specifications and contract documents, construction staking, and other specific services as discussed below. The Engineer will provide a consistent quality of design services for all of the project's components.

The scope of Engineering Services is expected to include:

- A. Attend preliminary conferences with the City of Los Fresnos, Project Manager and other interested parties regarding the project.
- B. Determine the necessity for acquisition of any additional real property/easements/right-of-way for the project. Prepare property surveys, detailed descriptions of sites, maps, or drawings as required; assist in negotiating for land and easement rights. If required, the Engineer will coordinate with the City of Los Fresnos in determining the location of property needed for the proposed project, determining the availability of title, easements, and rights-of-way needed to implement the project, and preparing a map of entire tract(s) with designation of part to be acquired to the City of Los Fresnos. If required, the Engineer will assist the City to obtain all necessary right-of-way and easements on behalf of the City pursuant to federal requirements acceptable to public funding agencies.
- C. Furnish and submit on behalf of the City the engineering data necessary for applications for routine permits by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in aid, or for planning advances).
- D. Provide field surveys to collect information required for the design and complete related office computations and drafting.
- E. Perform geotechnical investigations such as auger borings, core borings, soil tests, or other subsurface explorations and laboratory testing and inspecting of samples or materials relevant to design.
- F. Prepare detailed construction plans, specifications and contract documents for the construction authorized by the City.
- G. Prepare estimates for probable construction cost of the authorized construction.
- H. Furnish the City with copies of approved contract documents including notices to bidders and proposal forms.
- I. Assist the City in the advertisement of the project for Bids.
- J. Attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsive bidder.
- K. Prepare and coordinate approval of formal Contract Documents and coordinate issuance of Notice to Proceed from the TWDB.

**ATTACHMENT “B”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

- L. Provide field surveys and office computations for construction control staking, including the staking of bench marks and horizontal control references for the contractor to stake out work.
- M. Consult and advise with the City and Project Manager during construction; issue all instruction to the contractor requested by the City or Project Manager; and prepare and issue routine change orders with the City and Project Manager's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineer and upon approval of the City, Project Manager and TWDB.
- N. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the contractor submits. The Engineer will review and approve, for conformance with the design concept all shop drawings and other submittals as required by the Contract Documents to be furnished by contractors.
- O. Obtain and review monthly and final estimates for payments to contractors, and furnish any recommended payments to contractors or suppliers to the City and the Project Manager; assemble written guarantees which may be required by the Contract Documents.
- P. Attend monthly meetings with City, Project Manager and TWDB during construction.
- Q. Conduct, in the company of the City and Project Manager, a final inspection of the project for compliance with the Contract Documents and submit recommendations concerning the project status of City's final payment to the contractor. Prior to submission of recommendation for final payment on each contract, the Engineer will submit a certificate of substantial completion of work done under that contract to the City, Project Manager, TWDB and others as required.
- R. Revise the Contract Drawings (unless redrawing is required) from as-built drawings submitted by the contractor, to show the work as constructed. The Engineer will provide the City with one set of reproducible records (as-built) drawings and two sets of prints. Such drawings will be based on the resident project inspector's construction data and the construction records provided by the contractor during the construction.
- S. Coordinate approval and issuance of Certificate of Completion from the TWDB.

The City Manager will provide a scope of services for all assignments, which will be issued on a Work Authorization basis. Each Work Authorization will have its own general scope of services and deliverables.

The fee for each Work Authorization will be based on the agreed upon fees for each task in **Attachment “D”**.

**ATTACHMENT "B"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

**Special Considerations:**

Assignments may or will require the use of funds from the TWDB or other Federal Agencies and may or will require the implementation of the Disadvantage Business Enterprise program requirements.

A. Any loan award is contingent upon release of funds from the Texas Water Development Board (TWDB)

B. This contract is subject to the Environmental Protection Agency's (EPA) "fair share policy", which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE and Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories.

EPA's policy requires that applicants and prime contractors make a good faith effort to award fair share of contracts, subcontracts, and procurements to Minority Business Enterprise and Women-Owned Business Enterprise firms. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCTION	12.94%	8.72%
SUPPLIES	9.68%	9.34%
EQUIPMENT	7.12%	5.39%
SERVICES	10.84%	5.72%

Documentation of applicable efforts will be required.

**ATTACHMENT “C”  
WORK SCHEDULE**

Section E, Item # 3.

**A Work Schedule will be established for each Work Authorization using the format outlined below:**

**Work Authorization No. 8**

**Name of Project:** TWDB Project #73687

**Duration of Project:** 27 Months

**The following page is the Schedule and tasks for this project.**

ATTACHMENT "D"  
CITY OF LOS FRESNOS TWDB CWSRF #73687

Basic Engineering Fees	
Construction Engineering	\$ 50,000.00
Update Approved 2018 Construction	\$ 30,000.00
<b>Subtotal Basic Engineering Fees</b>	<b>\$ 80,000.00</b>
Special Services	
Application	\$ 10,000.00
Environmental	\$ 10,000.00
Surveying	\$ 20,000.00
Inspection	\$ 90,000.00
Project Management (by engineer)	\$ 95,491.00
<b>Subtotal Special Services</b>	<b>\$ 225,491.00</b>
 TOTAL FEES	 \$ 305,491.00

ATTACHMENT “E”  
WORK AUTHORIZATION FORM  
\*\*\*\*\*

CITY OF LOS FRESNOS  
PROFESSIONAL SERVICES CONTRACT  
  
WORK AUTHORIZATION NO. 8

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Professional Services Contract made by and between the **City of Los Fresnos** (hereinafter called “**City**” and **Guzman & Munoz Engineering and Surveying, Inc.** of Mercedes, Texas (hereinafter called “**GMES**”).

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization No. 8 is for **GMES** to provide the final Plans and Specifications for the Texas Water Development Board TWDB Project #73687 CWSRF Project into a bid package that is within the funding requested by the City for construction. This will require the deletion of some sections of the original scope of work designed by GMES and approved by TWDB 2018 for the proposed **Project**.

The scope of services to be provided by **GMES** is identified in **ATTACHMENT “B” – Scope of Services to be provided by the GMES** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$305,491.00. This amount is based upon the costs outlined in the **Estimated Fee Proposal** attached hereto as **ATTACHMENT “D”**.

**PART 3. PAYMENT**

Compensation and payment to **GMES** for the services established under this Work Authorization shall be made in accordance with **Item No. 5 of the Professional Services Agreement** and **ATTACHMENT “D” of this Work Authorization**.

**PART 4. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and terminate upon completion of project or as agreed by both parties hereto. Period of Service is outlined in ATTACHMENT “C”, Work Schedule.

**PART 5. RESPONSIBILITIES AND OBLIGATIONS**

This Work Authorization does not waive the parties’ responsibilities and obligations provided under the main **Professional Services Agreement**.

**PART 6. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by the **CLIENT** as to the content and detail of this work authorization is granted by execution under Part 7 of this Work Authorization.

**ATTACHMENT "E"**  
**WORK AUTHORIZATION FORM**  
\*\*\*\*\*

**CITY OF LOS FRESNOS**  
**PROFESSIONAL SERVICES CONTRACT**

**WORK AUTHORIZATION NO.   8**

**PART 7.      ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by the **CLIENT** as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**CITY OF LOS FRESNOS**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Alejandro Flores, Mayor

**ATTEST:**

**GUZMAN AND MUÑOZ ENGINEERING  
AND SURVEYING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
José L. Muñoz, P.E., S.I.T., President

**List of Attachments:**

- Attachment A – Services to be provided by the City
- Attachment B – Services to be provided by GMES
- Attachment C – Work Schedule
- Attachment D – Estimated Fee Proposal

**ACTION ITEM REPORT****Item Title:**

Consideration and ACTION to approve a Master Use Agreement with Cameron County Emergency Communication District to establish operational protocols for the CodeRed Emergency Notification System.

**Recommendation:**

Cameron County Emergency Communication District and Cameron County Emergency Management have been working on an emergency notification system for Cameron County. This allows the City of Los Fresnos to access the system for emergencies. Of course there will be a coordinated effort in Cameron County for county wide emergencies but this also allows Los Fresnos to send out specific emergencies for Los Fresnos or an area in Los Fresnos that may be specifically affected. It utilizes the 911 system. The system is paid for by the Cameron County Emergency Communication District. This is an additional tool we have at our disposal to utilize in emergency situations.

I recommend approval.



§

1

**Cameron County Emergency Communication District (CCECD)  
Emergency Notification System  
MASTER USE AGREEMENT**

This Master Use Agreement is made this 18<sup>th</sup> day of June, 2025 ("Agreement") in Harlingen, Texas between (1) **Cameron County Emergency Communication District** (hereinafter "CCECD") having a principal place of business at 501 Camelot Drive, Harlingen, Texas 78550, (2) **South Texas Emergency Care Foundation**, (hereinafter "STECF"), having a principle place of business at 1705 Vermont Ave, Harlingen, Texas 78550, (3) **CAMERON COUNTY, TEXAS**, (hereinafter "CAMCO"), having a principal place of business at 1100 East Monroe Street, Brownsville, Texas 78520, and (4) the eight Primary PSAPs (the ninth PSAP, a Secondary PSAP, being operated by STECF) in Cameron County set forth in Schedule A to this Agreement, which Schedule is incorporated by reference herein as if fully copied and set forth at length, (hereinafter collectively referred to as the "PSAPs"), and (5) Valley Municipal Utility District No. 2 (hereinafter "VMUD2"), as follows:

I.

## Purpose of Agreement

**A.**

Understanding that CCECD has acquired and established, for use in Cameron County only, the CodeRed® Emergency Notification System (hereinafter "CodeRed®" or "ENS"), utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County only and **ONSOLVE (CodeRED®)** System technology, in cooperation with CCECD, this Agreement is to memorialize those arrangements between CCECD, STECF, CAMCO, VMUD2 and the PSAPs, and to establish operational protocols for the said ENS.

**B.**

The said arrangements and operational protocols for the ENS are set forth in this Agreement, as if this was an "operations manual" (as set forth as the terms of this Agreement:)

## C.

Attached as **Schedule A** is a list of the eight primary PSAPs, the secondary PSAP, Emergency Medical Service Providers.

## II.

### **Operational Protocols**

#### **A.**

The Operational Protocols for the ENS are addressed in the following paragraphs, and are to be considered as rules governing the use of the ENS, protocols for the operation of the ENS, and contractual provisions that are binding (as appropriate) upon all of the parties to this Agreement.

#### **B.**

Attached as **Schedule B** is a true and correct copy of **CCECD Order #2025-03** of the CCECD Board of Managers, which amends and renews the established ENS in Cameron County, utilizing **ONSOLVE (CodeRED®)** technology in and only for Cameron County, under the auspices of CCECD.

#### **C.**

Attached to **CCECD Order #2025-03**, as **Exhibit A** is this approved Master Use Agreement and the ENS Protocol for Cameron County, Texas that was adopted for use by CCECD for the ENS, utilizing **ONSOLVE (CodeRED®)** technology, a true and correct copy of that (General) ENS Protocol being attached to this Master Use Agreement as **Schedule C**.

#### **D.**

Attached as **Schedule D** is a true and correct copy of the ENS Protocol Manual for Cameron County, Texas, which addresses day to day operations and technical matters (e.g., "call initiation" protocols) that are required by CCECD in establishing the **ONSOLVE (CodeRED®)** System in Cameron County, as the ENS, in conjunction with CCECD's Emergency Telephone Number Service (ETNS), and which is to be followed by CAMCO, as the designated State Emergency Coordinator for Cameron County, and by STECF, VMUD2, and the PSAPs.

#### **E.**

Attached as **Schedule E** is a true and correct copy of a Resolution of the CCECD Board of Managers, dated **September 16, 2020**, addressing the mandatory deference to CAMCO in the use and operation of the ENS in the event of a County-wide emergency, as explained in and required by that Resolution. In summary, in the

event of a County-wide emergency, such as a hurricane heading towards this area, the ENS use is controlled exclusively by CAMCO for such County-wide emergencies only.

Use of the ENS by CAMCO under this section for County-Wide emergency notifications may be initiated by the authorized representative of the 1.) the Cameron County Judge; 2.) The Cameron County Office of Emergency Management; or 3.) the Sheriff's Office.

**F.**

In the event of a conflict between the two said protocols, (1) Schedule C (the General ENS Protocol for Cameron County, Texas of the CCECD Board of Managers) and (2) Schedule D (the specific ENS Protocol Manual for Cameron County, Texas), the General ENS Protocol (Schedule C) governs and controls, except for technical matters and specific operational procedures.

**III.**

**Payment**

**A.**

Unless otherwise indicated in this Master Use Agreement, no user of the ENS, as described above (i.e., the PSAPs, CAMCO, VMUD2, STECF, or CCECD even if functioning solely as a "user"), are required to pay any sum of money for using or operating the CCECD provided ENS.

**B.**

The parties hereto agree that the consideration of the execution of this Agreement has been received by each (other) party, as appropriate, said consideration being the use of the ENS by the users identified herein, and said use being in accordance with the protocols set by CCECD, and referenced herein.

**IV.**

**Term of Agreement**

**A.**

The term of this Agreement shall be one (1) year, commencing **September 1, 2025** and ending **August 31, 2026**, which shall automatically renew, unless notice to the contrary is delivered to CCECD, by any of the said PSAPs, STECF, CAMCO, or VMUD2.

**B.**

All of the provisions of this Agreement shall survive the execution and performance of this instrument, as well as the expiration of any such term.

## V.

### Termination

This Agreement may be terminated (a) as to any party desiring to "opt out" of this Agreement, by providing thirty (30) days written notice to all parties to this Agreement (b) by CCECD for cause, as to any party to this Agreement that is in breach of the terms of this Agreement and/or any protocols referenced herein, (c) by mutual agreement of the parties, or (d) in the event of any occurrence (e.g., bankruptcy, dissolution or governmental action, as appropriate) precluding any party from performing the obligations contemplated under this Agreement.

## VI.

### Insurance

All parties agree to obtain insurance (to the extent available) in the type and amount deemed advisable to protect their respective interests; to this extent, the parties agree to provide insurance for their respective employees, conveyances, equipment, facilities, and instrumentalities, as appropriate.

## VII.

### Status of Parties

The parties do not have the relationship of partners, joint venturers, principal-agent or employer-employee; the parties are separate entities who enter into this Agreement for their respective benefit.

## VIII.

### Entire Agreement

#### A.

This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein, and supersedes any prior understandings, representations, memorandums or agreements regarding the service relationship that is the subject of this Agreement.

#### B.

Any oral representations or modification concerning this instrument shall be of no force or effect; this Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement shall be binding unless set forth in writing and signed by both parties.

# IX.

## Law Governing; Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); FURTHER, THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

# X.

## Waiver

Any waiver by any party of any default under or breach of this Agreement shall not constitute a continuing waiver of such default or breach, or a waiver of our permission for (express or implied) any other or subsequent default or breach.

# XI.

## Assignment

This Agreement shall not be assigned in whole or in part by any party without the approval of CCECD, set forth in writing and signed by those parties; any assignee will be bound by the terms of this agreement.

# XII.

## Warranties or Representations

## A.

ALL PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as set forth in this instrument.

## B.

TO THE EXTENT ALLOWED BY LAW, ALL PARTIES AGREE TO RELEASE AND HOLD HARMLESS ALL OTHER (PARTIES) FOR ANY AND ALL CLAIMS ARISING FROM THE ENTRY INTO, THE EXECUTION OF, THE ENFORCEMENT OF, OR THE INTERPRETATION OF THIS AGREEMENT.

**XIII.****Parties Bound**

This Agreement shall be binding upon inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, as appropriate; however, there are no third-party beneficiaries to this Agreement.

**XIV.****Notice****A.**

Any notice to any party shall be in writing and sent by certified or registered mail, telefax, courier or hand-delivery, addressed to that party as set forth above or as listed on **Schedule A** attached hereto, or such other address as may be designated, in writing.

**B.**

Any such notice shall be deemed to have been given as of the date that the notice is deposited in the United States Mail, postage prepaid, or sent by telefax, courier or hand-delivery.

**XV.****Arbitration****A.**

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E. ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-TRIAL DISCOVERY) IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES, SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE, AND A JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

**B.**

If any proceeding is initiated to resolve a dispute arising under or relating to this Agreement by either of the parties herto, it is expressly agreed that the prevailing party shall be entitled to recover from the other party reasonable attorney fees, costs and expenses, in addition to any other (including by not limited to declatory, or injuctive or monetary) relief that may be awarded.

## XVI.

### Invalidity

#### A.

If any term, provision, covenant or condition of this Agreement is held by the said arbitrator to be invalid/illegal or unenforceable, the remainder of those providions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

#### B.

It is the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is held to be invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as is possible which shall nevertheless be valid, legal and enforceable.

## XVII.

### Construction of Instrument

#### A.

Each of the parties hereto has counsel or has had the opportunity to be represented by counsel in regard to the negotiation and drafting of this Agreement; accordingly, this Agreement shall not be construed in favor of any party.

#### B.

As used in this Agreement, whenever the context so indicates, (1) the masculine, feminine or neutral gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

#### C.

It is the specific intention of the parties to this Agreement that this Agreement constitutes a final and executed instrument binding upon all parties to the said instrument. This Agreement will be governed by the laws of the State of Texas.

**XVIII.**

**Authority**

**A.**

The parties to this Agreement warrant and represent that (1) the signatories below are authorized to act on behalf of the respective party to this instrument, (2) the signatories have been authorized to execute this instrument by the said parties in accordance with the requisite corporate formalities of each such party, (3) the execution of this instrument by the said signatories constitutes the binding act of each such party to this instrument, and (4) the execution of this instrument and the adoption of same by each party is authorized by law.

**B.**

CCECD, STECF CAMCO, VMUD2, along with the PSAPs, hereby certify that pursuant to the respective legal authority under which each party was formed, each party is authorized to enter into this Agreement.

**XIX.**

**Compliance with Law**

The parties will act, at all times, in compliance with all pertinent and applicable laws.

**XX.**

**Force Majeure**

In the event that any party is prevented from performing or completing performance of its respective obligations under the terms of this Agreement by "Acts of God" or the elements (including hurricane, explosion, flood, epidemic or pandemic), transmission failure, war, terrorism, civil strife or other violence or any other occurrence whatsoever which is beyond the control of the parties, then that party shall be excused from any further performance of its obligations and undertaking under this



Agreement, provided that, in the event that any such performance is only interrupted or delayed , the affected party shall only be excused from that performance for that period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

\*

\*

\*

EFFECTIVE this 18<sup>th</sup> day of June, 2025 in Harlingen, Texas.

\*\*\*SIGNATURES ON NEXT PAGE\*\*\*

**Cameron County Emergency  
Communication District**

Mario Prado

Mario Prado, President  
June 18<sup>th</sup>, 2025

**South Texas Emergency  
Care Foundation**

William "Bill" Aston  
Executive Director  
June 18<sup>th</sup>, 2025

**CAMERON COUNTY, TEXAS**

Eddie Trevino, County Judge  
\_\_\_\_\_, 2025

**CITY OF BROWNSVILLE, TEXAS**

John Cowen, Mayor  
\_\_\_\_\_, 2025

**CITY OF HARLINGEN, TEXAS**

Norma Sepulveda, Mayor  
\_\_\_\_\_, 2025

**CITY OF LA FERIA, TEXAS**

Olga H. Maldonado, Mayor  
\_\_\_\_\_, 2025

**CITY OF LOS FRESNOS, TEXAS**

\_\_\_\_\_  
Alejandro Flores, Mayor  
\_\_\_\_\_, 2025

**CITY OF PORT ISABEL, TEXAS**

\_\_\_\_\_  
Martin Cantu, Jr., Mayor  
\_\_\_\_\_, 2025

**CITY OF SAN BENITO, TEXAS**

\_\_\_\_\_  
Ricardo Guerra, Mayor  
\_\_\_\_\_, 2025

**TOWN OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Patrick McNulty, Mayor  
\_\_\_\_\_, 2025

**Valley Municipal Utility District No. 2**

\_\_\_\_\_  
Roger Nelson, President  
\_\_\_\_\_, 2025

**Schedule A**  
**TO MASTER USE AGREEMENT DATED JUNE 18<sup>TH</sup>, 2025**

I.

Cameron County Jurisdictions/Users

A.

Cameron County Emergency Management Office "CAMCO"  
 964 E. Harrison, Floor 2  
 Brownsville, Texas, 78520

B.

Valley Municipal Utility District No. 2  
 100 Hidalgo Ave.  
 Rancho Viejo, TX 78575

II.

Primary PSAP/Dispatching Centers in Cameron County

A-1

1.	Brownsville Police Department	600 E. Jackson St., Brownsville, Texas 78520
2.	Cameron County Sheriff Office	7300 Old Alice Rd., Olmito, Texas 78575
3.	Harlingen Police Department	306 N. Loop 499 Harlingen, Texas 78550
4.	La Feria Police Department	115 E. Commercial St., La Feria, Texas 78559
5.	Los Fresnos Police Department	200 N. Brazil, Los Fresnos, Texas 78566
6.	Port Isabel Police Department	110 W. Hickman St., Port Isabel, Texas 78578
7.	San Benito Police Department	601 N. Oscar Williams Rd., San Benito, Texas 78586
8.	South Padre Island Police Department	4601 Padre Blvd, South Padre Island, Texas 78597

A-2

Secondary PSAP/Dispatching Centers in Cameron County

1.	South Texas Emergency Care Foundation (STECF)	1705 Vermont Ave., Harlingen, Texas, 78550
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**Schedule B**  
**TO MASTER USE AGREEMENT DATED JUNE 18<sup>TH</sup>, 2025**

State of Texas	§
	§
County of Cameron	§

**ORDER #2025-03 OF THE BOARD OF MANAGERS OF  
THE CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT**

BE IT RESOLVED that on the 18th day of June, 2025, the Board of Managers of the Cameron County Emergency Communication District (CCECD) convened, and the following item was placed on the Agenda of the Board for such meeting, pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), to be considered:

"Consideration and possible action to approve of the Master Use Agreement for the Cameron County Emergency Communication District (CCECD) Emergency Notification System, allowing for all PSAPs to utilize and initiate warning notifications using the Notification System (ENS) (OnSolve CodeRed) System."

WHEREAS, in accordance with Section 772.307 of the Texas Health & Safety Code (Powers and Duties of Board [authorizing the Board to "adopt rules for the operation of the district"]), the Board established a Notification System (ENS) in Cameron County, for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County, allowing for telephone line users/owners to be notified through their telephone of emergency situations, through the 9-1-1 ETNS. Resolution Order #2009-1 dated April 15, 2009.

WHEREAS, the CCECD Board, upon consideration of the proposal, finds that the Amended ENS Protocols and User Agreements should be updated and renewed in Cameron County and adopted by the CCECD Board, to allow for all parties to the Agreement, including all PSAP's, to initiate notifications through the ENS.

NOW, THEREFORE, upon a Motion duly made, seconded and voted upon, IT IS (unanimously) ORDERED that the Board of Managers of the Cameron County Emergency Communication District (CCECD), established, pursuant to the predecessor to Subchapter D of Chapter

772 of the Texas Health & Safety Code, to initiate and operate the ETNS to provide the public with timely emergency aid in Cameron County, pursuant to the CCECD Board's authority to issue orders (rules) under Section 772.307 of the Texas Health and Safety Code, hereby authorizes the Master Use Agreement, as amended, and the amendment of the ENS Protocol for the established ENS in Cameron County. The adopted Master Use Agreement and corresponding protocols are attached hereto as **Exhibit "A."**

IT IS ORDERED that this Order (#2025-03) be filed in the Minutes of the CCECD Board of Managers, and that a duplicate of this order be presented (as soon as possible) to all parties to the Master Use Agreement as identified therein.

EFFECTIVE this 18<sup>th</sup> day of June, 2025 in Harlingen, Texas.

Cameron County Emergency  
Communication District (CCECD)

BY: Mario Prado  
Mario Prado, President CCECD Board

ATTEST:

Valentin Ramirez, Secretary CCECD Board

**EXHIBIT A to CCECD Order #2025-03**  
**Schedule C TO MASTER USE AGREEMENT**  
**DATED JUNE 18<sup>TH</sup>, 2025**

**CODE RED® EMERGENCY NOTIFICATION SYSTEM**  
**Protocol**  
**(Cameron County, Texas)**

**Updated: June 18<sup>th</sup>, 2025**

**I.**

**Introduction**

**A.**

At the request of various participating jurisdictions as specifically identified in the Master Use Agreement (hereinafter "Participating Jurisdiction"), the Cameron County Emergency Communication (9-1-1) District ("CCECD") agreed to expand the Emergency Telephone Number Service ("ETNS") to include the provision of an Emergency Notification System ("ENS"), using **ONSOLVE (CodeRED®)** technology; the following provisions set forth the rules or procedures governing the ENS implemented by CCECD for Cameron County, using **ONSOLVE (CodeRED®)** Technology.

**B.**

The Participating Jurisdictions in the ETNS are not required to use the ENS to provide early warning notifications to their residents; those Participating Jurisdictions that do use the ENS, however, agree to use the ENS according to the "protocol" (i.e., procedures or regulations) set forth herein.

**C.**

The ENS is an additional tool available to Participating Jurisdictions for the protection of their residents and not in lieu of other existing tools, as the ENS is for emergencies only; thus, the efficient use of a shared and scarce resource mandates that the ENS be reserved for use in life-threatening emergencies that require rapid notification of large number of people.

**D.**

The determination of what constitutes an emergency qualifying for the use of the ENS is to be made by each Participating Jurisdiction, subject to this Protocol, and examples of such emergencies include, but are not limited to, the following:

Hazardous Material Problems,  
 Chemical Release,  
 Explosions,  
 Natural Gas Leak,  
 Hazardous Weather (Hurricane, Tornado, Severe Storm,  
 Flooding),  
 Medical Epidemic,  
 Riot/Military Action,  
 Terrorist Act, and  
 Boil Water Notice

As there is great caution in the use of the 9-1-1 ETNS by people so as not "tie up" 9-1-1 lines for non-emergency reasons, the participating jurisdictions must strictly adhere to the "emergency use only" requirement so as to not "tie up" or use the ENS with or for any non-emergency use.

CCECD reserves the right, within its reasonable discretion, to determine that a Participating Jurisdiction is not using the ENS for appropriate "emergency use", and to terminate the Participating Jurisdiction's use of the ENS pursuant to the Master Use Agreement, upon written notice.

## II

### Pre-Initiation Requirements

#### A.

**Prior** to any initiation of the ENS, a participating jurisdiction is responsible for the following:

- 1) Completing a registration form identifying who within the jurisdiction is assigned to launch CodeRED® ENS notifications ("Authorized Representative"), and providing a copy to CCECD.
- 2) Confirming to CCECD that the jurisdiction has established its own protocol, policies and procedures as to those governmental personnel authorized to request initiation of the ENS for the participating jurisdiction, and the protocol, policies and procedures to be utilized.
- 3) Completing CCECD provided training, in conjunction with the establishment of the participating jurisdiction's (own) protocols.
- 4) Completing Onsolve's CodeRED® Launch Training, in order to be familiarized with the system prior to initiating an ENS notification.



- 5) Agreeing that the participating jurisdiction requesting initiation of the ENS will be referred to as the "initiator" of the ENS notification, and that said initiator shall be solely responsible for complying with all protocols prior to sending out the ENS notification, and shall be solely responsible for any issues, including liability, that may arise out of sending the ENS notification.

#### B.

CCECD shall be responsible for the following:

- 1) Issuing ID codes and personal passwords for those Authorized Representatives to initiate the ENS for a Participating Jurisdiction (see Paragraph II.A.1. above); personal passwords are valid indefinitely, subject to change, when deemed to be necessary by CCECD.
- 2) Setting the number of attempts for call completion CCECD must make before a specific call is abandoned, which number will be set with input from CCECD's participating jurisdictions, but the ultimate decision will be made by CCECD's Board; the designated number of attempts must be the same for all jurisdictions participating in the ENS.
- 3) Providing general technical support, and program oversight.

### III.

#### Initiation

##### A.

Upon a determination of an appropriate emergency warranting the use of the ENS system, the Participating Jurisdiction will be solely responsible for logging into the ENS system through their Authorized Representative and shall "launch" the ENS notification, to the Participating Jurisdiction's residents. **Again, the ENS is to be used only for emergency situations.**

##### B.

A Participating Jurisdiction shall request that an area be notified based on a determined polygon, an intersection and specific radius, or address and specified radius. Participating Jurisdiction is solely responsible for determining the area to be notified, and inputting it into the ENS system.

##### C.

A Participating Jurisdiction will request the use of a pre-recorded message or of a dynamic message, which will be entered, in the ENS system; examples of pre-recorded messages (which will be available in English and Spanish) include, but are not limited to the following:

- 1) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."
- 2) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO EVACUATE THE AREA."

**D.**

Any Authorized Representative designated by their jurisdiction can initiate the notification in the ENS system, modify the initiation, or end the initiation.

**E.**

An incomplete call will be re-tried according to the number of attempts authorized in Paragraph II.B.2. above.

**F.**

When a telephone with a "Caller ID feature" receives an ENS call the phrase "CAMERON 911" or a phone number of 1-866-419-5000 will appear on the "Caller ID" screen. For text messages, the message will come from "76993."

**G.**

When all of the said calls have been completed, the ENS System will notify the Participating Jurisdiction(s) that requested the initiation. The Participating Jurisdiction should, reasonably promptly after the launch, notify CCECD of the initiation of an ENS notification launch.

**IV.**

**Security**

**A.**

The ENS System will require the Participating Jurisdictions identification codes and personal passwords for the purpose of validating the request for an initiation of the ENS. Participating Jurisdiction is solely responsible for having all identification codes and personal passwords readily available in the event of the need for an emergency notification to be sent through the ENS System.

**B.**

Periodically, CCECD will verify Authorized Personnel with the participating jurisdiction(s).

**V.****Payment**

This paragraph is intentionally blank.

**VI.****Initiation Follow-Up****A.**

The use of the ENS will generate a variety of reports; these reports will be made available to the Participating Jurisdiction(s); which reports are to include criteria set forth in **Exhibit 1**, attached hereto and incorporated by reference.

**B.**

These reports may be sent to the Participating Jurisdiction(s) via e-mail, telefax, regular mail or hand-delivery.

**VII.****Training/Public Education****A.**

CCECD will provide call initiation protocols to the said Participating Jurisdiction(s), as referred to in Paragraph II. (Pre-Initiation Requirements - II and Initiation - III above.)

**B.**

CCECD will train appropriate personnel from each Participating Jurisdiction in all phases of the proper procedure to be used for a Participating Jurisdiction to directly request initiation of an emergency notification through the ENS system.

**C.**

Each Participating Jurisdiction will be responsible for training its own personnel about these procedures.

**D.**

CCECD, in conjunction with Participating Jurisdictions will provide public education on the existence and use of the ENS (i.e., **ONSOLVE (CodeRED®)**).

VIII.

Updates to ENS Protocol

The CCECD Board of Managers shall continue to periodically review the ENS (i.e., **ONSOLVE (CodeRED®)**) and make recommendations for new or changed procedures in this protocol, which will be addressed by the Board, with the input of the Director of Communication; such recommendations will be submitted to the Participating Jurisdiction for (their) response, and finally, to the CCECD Board for formal approval and adoption, although the final decision as to any changes to this Protocol is to be made by the CCECD Board.

IX.

General Provisions

A.

CCECD, acting by and through its Board of Managers (its governing body), avers that NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OF OR PERFORMANCE UNDER THIS PROTOCOL.

B.

THIS PROTOCOL SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); THE OBLIGATIONS AND UNDERTAKINGS OF ANY OF THE PARTIES TO THIS PROTOCOL SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

C.

As used in this protocol, whenever the context so indicates, (1) the masculine, feminine or neuter gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

Effective this 18<sup>th</sup> day of June, 2025

Cameron County Emergency  
Communication District (CCECD)

Mario Prado

Mario Prado, President CCECD Board

ATTEST:

Valentin Ramirez, Secretary CCECD Board

## Exhibit 1

### TO THE CODE RED® EMERGENCY NOTIFICATION SYSTEM PROTOCOL dated June 18th, 2025.

The Summary Reports supplied to participating jurisdictions (in the event of initiation) will contain the following:

- Call Success Report
- Event Ended
- Expiration Date
- Voice Minutes Used
- Emails
- Phone Calls
- Text Messages
- TDD
- Languages
- Translation Contacts
- Attempted Calls
- Number Reached
- Number Not Reached
- Launch ID
- Event date and time began
- Identity of the Initiator of the ONSOLVE Identity of the Initiator of the **ONSOLVE (CodeRED®)** Notification System

**Schedule D**  
**TO MASTER USE AGREEMENT DATED JUNE 18<sup>TH</sup>, 2025**

**EMERGENCY NOTIFICATION SYSTEM**  
**(ENS) CALL**  
**INITIATION PROTOCOL MANUAL**  
**(CAMERON COUNTY, TEXAS)**

**Introduction**

The **ONSOLVE (CodeRED®)** Emergency Notification System ("CodeRed" or "ENS") is an emergency notification system that is capable of providing critical incident notifications to wire-line, cellular or Voice over Internet Protocol (VoIP) telephones within the boundaries of Cameron County. The **CodeRED®** System utilizes the Cameron County Emergency Communication District ("CCECD") 9-1-1 Automatic Location Identification (ALI) feature of AT&T's database in conjunction with its own polygon mapping applications to launch critical alerts. Wireless numbers are maintained by the user through a self-registration portal. When new wireless telephone service is activated in Cameron County, the resident desiring to receive the **CodeRED®** System's Emergency or Disaster Alert Notifications is required to login to **CodeRED®** via the CCECD website or by contacting (855) 879-1911 to register their phone number or update their information. CCECD staff will validate the resident's information for approval. Other **CodeRED®** system alerts such as Hazmat, SWAT, Fire, Epidemic, etc., will use a combination of the ALI database and emergency/disaster alert registered numbers to inform residents of those particular crisis situations. Periodically, the ALI database will be sent to the **CodeRED®** System servers by CCECD in order to synchronize database accordingly.

**CodeRED® System Utilization**

It is essential to understand that the **CodeRED®** System is an additional tool available within Cameron County for the protection of its residents, and is not a substitute for other existing emergency reporting or response tools. The **CodeRED®** System is only to be used for **Major Emergencies** which impact multiple entities or residents within specific geographic areas as determined by emergency dispatch and response agency. Examples of such emergencies include, but are not limited to the following: Chemical Release, Lost or Abducted Child, Explosion, Natural Gas Leak, Dangerous Suspect in Certain Area, Wide Spread Fires, and Boil Water Notices.

Just as residents should take great caution in using the 9-1-1 system so as not to overburden it for non-emergency reasons, those authorized to "launch alerts" must adhere to the "major emergency-use-only" requirement so as not to overload the system with less than "major impact" emergencies. Overutilization of the **CodeRED®** System could also result in a lack of attention and response by residents who may receive numerous (unnecessary) alert calls. The **CodeRED®** System is not intended for use as a public announcement or information system, except as for major emergencies as described above.

#### **A. Pre-activation requirements**

1. Prior to the activation of the **CodeRED®** System, each agency authorized to "launch" a **CodeRED®** System notification is responsible for the following:
  - a. Identifying authorized individuals who will be assigned to launch the alerts. All participating jurisdictions will have **CodeRED®** System "Alert Launch Authority" on a 7 day/week, 24 hours/day, 365 day/year basis. In addition, Cameron County (CAMCO) will also have direct authority to launch these alerts, and will have exclusive authority for notifications related to a County-wide emergency only.
  - b. Each participating jurisdiction must be able to identify the exact geographical area that is impacted by a crisis situation.
  - c. Prior to being authorized to launch **CodeRED®** System Notification, all pertinent agencies must complete CCECD **ONSOLVE (CodeRED®)** ALERT System training.
2. CCECD shall be responsible for the following:
  - a. Entering and maintaining in the **CodeRED®** System the names of the **CodeRED®** System "Alert Launch Authorized Personnel". Requests made from a person who is not authorized will not be accepted. Requests by Texas DPS or other state officials will utilize the statewide emergency communications system, as appropriate.
  - b. Administering the **CodeRED®** Systems application, databases and security, but this does not include **CodeRED®** System "launch" responsibilities, except in extreme circumstances (i.e., when the other "Launch Authorities" are unable to meet the said criteria).



- c. Providing updates and statistics to pertinent agencies as to the use of the **CodeRED®** System notifications in order to track the System's effectiveness.

## **B. Activation**

1. The agencies authorized to launch the **CodeRED®** Systems notification will be the Dispatch Centers at the eight Primary PSAPs in Cameron County (which does not include STECF) and CAMCO, acting through 1.) the Cameron County Judge; 2.) the Authorized Personnel of the Cameron County Office of Emergency Management; or 3.) the Authorized Personnel from the Sheriff's Office. Alerts, as required, will be launched in consultation with the dispatch authorities of Cameron County law enforcement, fire suppression and prevention, emergency medical services and health agencies, depending on the type of alert required and the location of the emergency. In all cases, the participating jurisdiction issuing an alert should notify other dispatch centers and other "Alert Launch Authorities" of the action, in order to avoid confusion in responding to an emergency, taking into account that in the event of a County wide emergency, all such launches are subordinate, at that time, to CAMCO acting through the Cameron County Emergency Management Division.
2. Alert Launch Authorized personnel are responsible for the security of their individual launch codes, and must assure that the codes are not shared or distributed to unauthorized individuals. Each dispatching department will determine appropriate dispatching action, based on their own codes of conduct, should a code security infraction or breach occur.
3. An emergency must be significant and severe, in terms of public health or safety, to warrant the activation of the **CodeRED®** Notification System. Examples include but are not limited to hazardous material releases, fires, active shooters, etc.

**The participating jurisdiction seeking to send a notification using the CodeRED® Emergency Notification System should login to their independent user name and password to access the CodeRED® System.**

- a. Activation message should be no more than 30 seconds in length, and not exceed 60 seconds. Message exceeding 30 seconds in length will affect system performance and result in less successful call deliveries.

- b. The participating jurisdiction issuing a notification through the **CodeRED®** Emergency Notification System should be careful to word messages in a precise manner, within the parameters described above.
- 4. A participating jurisdiction will be able to use a pre-recorded message or scenario. The System also supports texting and e-mail alert messages. Examples of pre-recorded messages are as follows:
  - a. "THIS IS AN EMERGENCY MESSAGE FROM CAMERON COUNTY THAT MAY AFFECT YOUR AREA."
  - OR**
  - b. "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."
- 5. An unsuccessful call will be re-tried three times, using default parameters established within the **CodeRED®** Emergency Notification System.

### C. Security

- 1. CCECD will appoint an "overall" **CodeRED®** Emergency Notification System Administrator, who will provide necessary training and logins to Authorized Launch Personnel from the participating jurisdictions.
- 2. The participating jurisdictions should maintain an updated list of the **CodeRED®** Emergency Notification System's Alert Launch Authorized Personnel for the pertinent situation and should use secure methods to protect sensitive **CodeRED®** System information pertaining to launch requests and activation.
- 3. CCECD has "overall security administration responsibility" for the **CodeRED®** Systems application and is the only entity authorized to administer **CodeRED®** System access and certification.

### D. Activation Follow Up

- 1. The **CodeRED®** System can generate a variety of reports for each Launch Authority. These reports are available, within the scope of authorization, for the release of **CodeRED®** System information. Examples of reports available via the **CodeRED®** System, include but are not limited to the following **CodeRED®** System Reports: Call Success Report.

2. CCECD will produce Alert Reports as needed to track the use of the System for major emergency situations.

#### **E. Training/Public Education**

1. CCECD will provide Call Activation Protocols to participating jurisdictions only.
2. CCECD will train appropriate personnel, from each Authorized Launch Center, about all phases of the proper procedures to complete an alert activation.
3. CCECD, in conjunction with the said participating jurisdictions, will provide "public education" on the existence and use of the **CodeRED** System (as augmented by the CCECD Public Education Program).

#### **F. Updates to the ONSOLVE (CodeRED®) System Call Initiation Protocol Manual**

This Manual is a living document subject to changes agreed upon by all pertinent parties. As the **CodeRED**® System in Cameron County matures through use, changes to this Manual may be required to make the operational and administrative process more efficient. As such, the following "changes" to this Manual will be available:

1. Ordinary changes: **CodeRED**® System users can make recommendations for new or changed protocols/procedures. These recommendations will be processed through the CCECD **CodeRED**® System Administrator, and such recommendations will be submitted to the participating jurisdiction for review, and finally to the CCECD Board of Managers for Approval and adoption, in accordance with CCECD Orders, Protocols and Agreements.
2. Special changes: CCECD reserves the right to make changes to these protocols as circumstances dictate. In this regard, CCECD's decision about the need for changes may be dictated by upgrades to the **CodeRED**® System application, command and input changes, and the like. CCECD will keep all pertinent agencies informed of such changes and will revise the said training, as required.
3. CCECD makes every effort to provide the most advanced notification system that is available; however, since many factors are beyond CCECD's control, **no guarantee or warranty of any kind whatsoever** is made that the System will be available or will perform successfully every time.

**G. Master Use Agreement**

This (Specific) Call Initiation Protocol Manual is addressed in the CCECD Emergency Notification System (ENS) Master Use Agreement; further, this Manual appears as **Schedule D** to that Agreement, and constitutes as part of that Agreement.

## Schedule E

TO MASTER USE AGREEMENT DATED JUNE 18<sup>TH</sup>, 2025

State of Texas                         §  
  §                         **RESOLUTION**  
County of Cameron                  §

BE IT RESOLVED THAT ON THE 16<sup>TH</sup> day of September, 2020 the Board of Managers of the Cameron County Emergency Communication (9-1-1) District (CCECD) convened, and the following item was placed on the Agenda of the said Board for such meeting, pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), to be considered:

"Consideration and Action to designate a County-Wide Launcher for the Emergency Notification System (ENS) in Cameron County for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County and ONSOLVE (**CodeRED®**) technology."

WHEREAS, CCECD established an Emergency Notification System (ENS) in Cameron County for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County.

WHEREAS, CCECD is currently using ONSOLVE (**CodeRED®**) technology for ENS in Cameron County.

WHEREAS, in the event of certain emergencies, once the ENS, also known as "**CodeRED®**", is activated, a participating jurisdiction in Cameron County (a municipality or the County) could initiate a "**CodeRED®**" telephone call to warn a selected area of a hazardous material leak, an explosion, a building collapse and so forth.

WHEREAS, if the emergency involved a local matter, such as an escape from a jail or a large fire, as distinguished from a county wide matter, such as a hurricane, individual municipalities can work independently to address any such emergency.

WHEREAS, if the emergency involved a hurricane, different participating jurisdictions could conflict with each other in the handling of such a large-scale emergency situation, involving possible road closures, evacuations and the like, requiring centralized emergency management.

WHEREAS, in the event of such a large-scale emergency situation, The State of Texas, according to the Governor's Office and its Emergency Management Division, is "in charge," but that authority is delegated to

the "local" political subdivision of the State, which is Cameron County, by and through the Cameron County Judge.

WHEREAS, in light of that legal requirement and standard, the CCECD Board of Managers, on behalf of CCECD, hereby confirms that for a County-wide (or large-scale) emergency situation, for the purpose of operation of emergency communications throughout the County, through the ETNS, and for the specific purpose of the operation of the (**CodeRED®**) ENS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division, which refers to and binds all area municipalities and other participating jurisdictions and agencies.

NOW, THEREFORE, upon motion duly made, seconded and voted upon (unanimously), it is RESOLVED that CCECD Board hereby confirms that for a County-wide (or large-scale) emergency and for the purpose of the operation of emergency communications throughout Cameron County and through the ETNS, and for the specific purpose of the operation of the (**CodeRED®**) ENS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division (as regards all area municipalities and other participating jurisdictions and agencies); further, it is RESOLVED that this Resolution be recorded in the Minutes of this Board, and that a duplicate of this Resolution be presented to the representatives of the "government" of Cameron County and any other party requesting the same.

Dated this 18<sup>th</sup> day of June, 2025.

CAMERON COUNTY EMERGENCY  
COMMUNICATION DISTRICT (CCECD)

BY: Mario Prado  
Mario Prado, President CCECD Board

ATTEST:

ATTEST:

\_\_\_\_\_  
Valentin Ramirez, Secretary CCECD Board

**ACTION ITEM REPORT**

**Item Title:** Consideration and ACTION to approve a Memorandum of Understanding with San Juan Police Department and Los Fresnos Police Department to establish operating procedures for the Law Enforcement Emergency Regional Response Team.

**Recommendation:** This agreement is an annual agreement that has been in place for many years. Hopefully we will not have to use the services of the team but if we do, we already have the agreement in place. It is good for all cities to be part of this team so everyone does not have to equip and train a team but can share resources and have one quality regional team. We have been part of this team for many years and have utilized the services in the past to a positive outcome. Two of our officers are part of the team.

I recommend approval.



## MEMORANDUM OF UNDERSTANDING FOR POLICE SERVICES BY AND BETWEEN

### City of San Juan, Texas Police Department and City of Los Fresnos, Texas Police Department

This Memorandum of Understanding is being executed between the **City of San Juan, Texas Police Department** and the **City of Los Fresnos, Texas Police Department** to establish operating procedures for the **Law Enforcement Emergency Regional Response Team**. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the **City of San Juan Police Department** and **City of Los Fresnos Police Department** to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain specialized police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the **City of San Juan Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Los Fresnos Police Department** agree as follows:

### PURPOSE AND MISSION

The primary purpose of the **Law Enforcement Emergency Regional Response Team** is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the **Law Enforcement Emergency Regional Response Team**, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the **Law Enforcement Emergency Regional Response Team Policies and Procedures**.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The **Law Enforcement Emergency Regional Response Team** recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.



## GENERAL AGREEMENTS

### A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Departments of **City of San Juan, Tx** and **City of Los Fresnos, Tx**.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life-threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
  - a. "**City of San Juan Police Department**" means the corporate limits of said City.
  - b. "**City of Los Fresnos Police Department**" means the corporate limits of said City.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
  - a. The persons in each Agency who are authorized to request specialized emergency police services or assistance from another Agency and the manner in which such requests are to be processed and approved.
  - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

### B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, or designee, shall be responsible for receiving requests for specialized emergency police services and assistance **Law Enforcement Emergency Regional Response Team** in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request specialized emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or assistance from other Agencies. **Law Enforcement Emergency Regional Response Team**.
2. The requesting Agency shall specify the type of specialized emergency police service or assistance, **Law Enforcement Emergency Regional Response Team** which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.

3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or assistance **Law Enforcement Emergency Regional Response Team** requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.

4. The Agency which is requesting specialized emergency police services or assistance from other Agencies, and the types of specialized emergency police services and assistance **Law Enforcement Emergency Regional Response Team** which they are requesting are as follows:

a. The **City of Los Fresnos Police Department** hereby requests that the police department of **City of San Juan, Texas Law Enforcement Emergency Regional Response Team** provide specialized emergency police services and assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of **City of Los Fresnos Police Department**, or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of **City of Los Fresnos Police Department**.

#### C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

#### D. COMPOSITION AND COMMAND

The **City of Los Fresnos Police Department** agrees to assign a minimum of **two (2) designated Police Officers to the LEERRT Team, to operate within the capacity of Tactical Operators**. Increases to the LEERRT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERRT Team will be in accordance with the provisions outlined in the LEERRT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERRT team by providing a thirty (30) day notice to the team Commander in writing. This will include the number of personnel assigned.

The LEERRT will select all prospective members from a valid selection roster created through applicant testing. Criteria for application will be based on the following; time in service if a certain length, satisfactory job performance in present



and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERRT specific, validated task-related tests.

The LEERRT team Commander and team leaders will be assigned by the Command and Control structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERRT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

#### **E. POLICY AND DIRECTION**

The policy and direction of the **Law Enforcement Emergency Regional Response Team** will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERRT team.

#### **F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION**

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERRT Team will assist when requested to the extent possible.

**G. COOPERATION BETWEEN AGENCIES** To the extent possible, all **Law Enforcement Emergency Regional Response Team** operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

#### **H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS**

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the **Law Enforcement Emergency Regional Response Team Command and Control Element**. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

#### **I. OPERATIONAL PROCEDURES**

The **Law Enforcement Emergency Regional Response Team** in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in concert with the National Incident

Management System (NIMS) and/or Incident Command System (ICS) protocols. The **LEERRT** will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

#### **J. EQUIPMENT**

Equipment acquisition will occur jointly by the **Law Enforcement Emergency Regional Response Team**. The Command Staff will meet regularly, and answer to and provide updates on the following to the **LEERRT participating agencies**; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. **Regional Grant monies will be used to purchase specialized equipment for the members and for the LEERRT team.**

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

#### **K. PRESS RELEASES**

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

#### **L. EVALUATION AND REVIEW**

The **Law Enforcement Emergency Regional Response Team** will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

#### **M. LIABILITY**

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the Command and Control staff of the San Juan Police Department's legal department.

#### **N. SEVERABILITY**

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

#### **O. EFFECTIVE DATE**



This Agreement shall be effective when duly executed by the authorized representatives of the **City of San Juan, Texas Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Los Fresnos, Texas Police Department**.

**P. AMENDMENT**

This Agreement may be modified or amended by unanimous agreement of the **City of San Juan Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Los Fresnos Police Department**.

**Q. TERMINATION**

This Agreement shall terminate, and shall have no force or effect, upon the passage by the **City of San Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Los Fresnos Police Department** of an ordinance, resolution, or other document indicating withdrawal from this agreement.

**R. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

**S. CONFIDENTIALITY**

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERT policies and procedures manual.

IN WITNESS WHEREOF, the City Council of **City of San Juan, Texas** and the City Council / Board of the **City of Los Fresnos, Texas** have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

**AGENCY A**

Authorized Official: \_\_\_\_\_  
Signature Printed Name and Title

Agency: San Juan Police Department Address: 301 E Ridge Rd San Juan, Tx 78589

Telephone(s): (956) 223-2400

**AGENCY B**

Authorized Official: \_\_\_\_\_  
Signature Printed Name and Title

Agency: Los Fresnos Police Department Address: 200 N Brazil St Los Fresnos, Tx 78566

Telephone(s): (956) 233-4473

## ACTION ITEM REPORT



**Item Title:**

Closed Session - To deliberate pursuant to Section 551.072, Title 5 of the Texas Government Code, the Texas Open Meetings Act regarding the following:

To deliberate the purchase, exchange, lease, or value of real property. Lot four-A (4A), Block Fifty-Two (52), Northwest Los Fresnos Subdivision No. 1

**Recommendation:**

## ACTION ITEM REPORT



**Item Title:**

Open Session - Pursuant to Sections 551.072, Title 5 of the Texas Government code, the Texas Open Meetings Act deliberation and possible action regarding the following:

Purchase, exchange, lease, or value of real property. Lot four-A (4A), Block Fifty-Two (52), Northwest Los Fresnos Subdivision No. 1

**Recommendation:**