

THE STATE OF TEXAS
CITY OF RIO HONDO
COUNTY OF CAMERON

Juan Garza, Commissioner Place 1
Margaret Perez, Mayor Pro-Tem
Jose S. Cavazos, Commissioner Place 5

Esteban Bocanegra, Place 2
Olga Gallegos, Commissioner, Place 4

Gustavo Olivares
Mayor

**City Commission of the City of Rio Hondo
July 11, 2023**

Pursuant to Chapter 551, Tittle 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the governing body of the City of Rio Hondo, Texas will convene for a Regular Meeting, at **6:00 p.m.** on Tuesday July 11, 2023, at the City Commission Chambers on the Second Floor of the Rio Hondo Municipal Building located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

Call meeting to Order (City Commission)

PLEDGE OF ALLEGIANCE

UNITED STATES PLEDGE

INVOCATION:

Regular Agenda:

- 1. Mayor's and Commissioners' Reports**
- 2. Reports: Administrator, Library, Senior Center, Public Safety, Public Works**

Pursuant to Texas Government Code Section 551.0415, the City Commission, without having provided notice, may make reports about items of community interest if no action is taken and possible action is not discussed regarding the information provided in the report. "Items of community interest" include: (1) expressions thanks, congratulations or condolence; (2) information regarding holiday schedules; (3) an honorary or salutatory recognition of a public official, public employee or other citizen, except the discussions regarding a change in the status of a person's public office or public employment is not an honorary or salutatory recognition for the purposes of the City of Rio Hondo; (4) a reminder about an upcoming event organized or sponsored by the governing body; (5) information regarding a social, ceremonial or community event organized or sponsored by an entity other than the City of Rio Hondo that was attend or is scheduled to be attended by a member of the governing body or an official or employee of the City of Rio Hondo; and (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda

- 3. Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.***
- 4. Consideration and Action on June 27, 2023, City Commission Meeting Minutes.**

5. Consideration and Action on a contract for dedicated fiber communications for the City of Rio Hondo City with AT&T Corporation. (AT&T and Noe Perez, IT City Consultant).
6. Consideration and appointing a working committee to develop a feasibility study for the use of the Old High School Building. (City Administrator).
7. Acknowledging the legal opinion regarding the Titan Fuel monetary donations. (Ben Medina and Robert Drinkard Esq.)
8. Consideration and approving re-affirming the Base Bid of \$334,353.60 and the alternative bid of \$147,857.68 and awarding a contract in the sum of \$478,211.28 to MJA Construction for the CDBG-CDV21-0190 Street improvement Project for the FYI 22-23 program year.
9. Status Report on the Splash Pad Project. (Rudy Gomez, Architect and Ben Medina).
10. Consideration and Action on scheduling a Special Meeting (Workshop) August 5, 2023, and cancelling the July 25, 2023, City Commission Meeting. (City Administrator/Finance Director)
11. Executive Session: Deliberations regarding the appointment, employment, evaluation reassignment, duties, discipline, or dismissal of City Employee, to wit the City Administrator of the City of Rio Hondo, according to the Government Code Sections 551.074 unless the employee elects to have the matter discussed in open session.
12. Consideration and Action regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of the City Administrator of the City Rio Hondo.
13. Adjournment.

Note: The City Commission for the City of Rio Hondo the right to adjourn into executive session at any time during this meeting to discuss any matters, as authorized by the Texas Government Code, including but not limited to Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

Note: The Meeting is accessible to Americans with Disabilities. Persons with disabilities who plan to attend this meeting and who may need assistance, please call the City Secretary at (956) 748-2102, with at least twenty-four hours prior to the meeting.



Gustavo Olivares
Mayor of the City of Rio Hondo

Posted: Friday July 8, 2023, at 5:00 pm

I, City Secretary for the City of Rio Hondo, do hereby certify that this Notice of Meeting is a true and correct record and was posted in the bulletin board outside City Hall, and the bulletin board in the City Hall lobby, at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583 and remained so posted continuously for at least 72 hours preceding the scheduled time

Item 4

MINUTES FROM A REGULAR MEETING ON JUNE 27, 2023

The Government Body of the City of Rio Hondo, Texas met in a Regular Meeting on June 27, 2023 at 6:00 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Present, Mayor Pro-Tem- Margaret Perez , Absent and Commissioners, Juan Garza- Absent, Esteban Bocanegra- Present, Olga Gallegos- Present, and Jose Cavazos- Present

Regular Agenda:

1. **Mayor's and Commissioners' Reports None**
2. **Reports: Administrator: City Administrator gave his report.**
3. **Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda. None***
4. Consideration and Action accepting a monetary donation from TitanFuel Community Impact Initiative, FUEL, Fostering Unity & Empowering Livelihood Program for the Police and Fire Departments. Mr. Medina, City Administrator explained that Titan Fuel at the Port of Harlingen had donated \$2000 dollars to the Police Department and \$2000 to the Fire Department. City Attorney, Robert Drinkard explained that Type A cities had restrictions on donations and recommended approval subject to a legal opinion. Commissioner Bocanegra moved to approve the donations subject to a favorable legal opinion and seconded by Commissioner Cavazos and the motion carried unanimously.
5. Consideration and Action on Resolution 2023-008 to adopt and allocate funds for an outdoor fitness court as part of the 2023 National Fitness Campaign. Mr. Medina presented the Resolution 2023-008 and explained that the National Fitness Campaign was awarding \$40,000 to the City for an exercise station. The match was \$180,000 and it was too expensive to do by October 2023. The Resolution was to be to October 2024. Commissioner Gallegos moved to approve the Resolution 2023-008 and seconded by Commissioner Bocanegra and the motion carried unanimously.
6. Discussion of the 2023 Preliminary Tax Values for the City of Rio Hondo. (City Administrator and Finance Director). Mrs. Garza, Finance Manager explained that the new valuations as received by the Tax Assessor show a increase in revenue of \$104,000. No action was taken on this item.
7. Presentation by AT&T on providing dedicated fiber communications for the City of Rio Hondo City Hall with AT&T Corporation. (AT&T and Noe Perez, IT City Consultant) 'Mr. Joseph Quintanilla, Client Solutions Executive of AT&T and Noe Perez City IT Consultant discussed the presence of fiber in the City of Rio Hondo. He explained that the city will have fiber and the location is not yet known or how far away from the building. He said that it will take 45 days from when the contract is signed. No Action was taken.
8. Consideration and appointing a working committee to develop a feasibility study for the use of the Old High School Building. (City Administrator) This item was tabled pending the selection of committee members.
9. Consideration and Action approving the Final Plat for Rio Hondo Family Dollar Subdivision. This item was tabled pending the signature of East Rio Hondo Water Supply on the plat.
10. Consideration and Action ratifying/ approving the Buyout and Transfer of Service Area Agreement between East Rio Hondo Water Supply Corporation and City of Rio Hondo 2023 Area. (City Administrator) Mr. Medina explained that East Rio Hondo Water Supply and the City of Rio Hondo

were entering into an agreement to transfer the Rail Road Right of Way owned by ERWS to the city in exchange for the CCN surrounding their corporate office. Commissioner Bocanegra stated that he was concerned with the transfer. After discussion and he acknowledged that the city was getting a return for the exchange. Commissioner Cavazos motioned to approve the agreement and seconded by Commissioner Bocanegra and the motion carried unanimously.

11. Consideration and Action approving the terms and conditions of utilization of fire hydrants by authorized emergency responders on East Rio Hondo Water Supply Corporation's ("ERHWSC") distribution system. (City Administrator) Mr. Medina explained that the agreement for terms and conditions of the use of Fire Hydrants owned by East Rio Hondo Water Supply had been approved by other entities. The Public Safety Director Mr. Bilokury explained that it is unlikely that a fire department would break a fire hydrant. Commissioner Bocanegra motioned to approve the agreement for terms and conditions and seconded by Commissioner Cavazos. The motioned carried unanimously.
12. Status Report on Sidewalk Project by Pape-Dawson Engineering. (Pape-Dawson Engineering) (possibly by Zoom meeting) This item was tabled.
13. Consideration and Action on repairing Police Vehicle 102 in the sum of \$5,600 and amending the Police Vehicle Maintenance Budget. Mr. Medina explained that Police Unit 102 is need of a new engine. The estimated costs are \$5,600. Commissioner Bocanegra motioned to approve the repairs at an estimated cost of \$5,600 and the motion was seconded by Commissioner Cavazos and the motion carried unanimously.
14. Presentation of current budget and expenses. (City Administrator/Finance Director)Mr. Medina presented the current budget and expenses to the commission. The Mayor requested that an itemized list of expenses be presented to the commission once a month.
15. Presentation and delivery of proposed budget. (City Administrator/Finance Director) Mr. Medina delivered to the Commission the proposed outline for the new budget. The Mayor requested a Saturday workshop for the budget discussion. The City Attorney stated that there are strict rules on publication.
16. Consideration and Action adopting the Special Meeting Dates of July 18th, August 1st, August 15th, and August 29th to comply with Tax Rate and Budget publication dates. (City Administrator/Finance Director) This item was tabled.
17. Adjournment.

Approved

Gustavo Olivares, Mayor

Date: _____

Attest:

Ben Medina, City Administrator.

Item 5



AT&T DEDICATED INTERNET
 PRICING SCHEDULE

Customer	AT&T
City of Rio Hondo Street Address: 121 N ARROYO BLVD City: RIO HONDO State/Province: TX Zip Code: 78583- Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Ben Medina Title: Manager Street Address: 121 N ARROYO BLVD City: RIO HONDO State/Province: TX Zip Code: 78583- Country: US Telephone: 9567482102 Email: bmedina@riohondo.us	Name: JOSEPH QUINTANILLA Street Address: 1010 N SAINT MARYS ST City: SAN ANTONIO State/Province: TX Zip Code: 78215 Country: US Telephone: 3618767425 Email: jq4203@att.com Sales/Branch Manager: Grant Eckert SCVP Name: Robert Gross Sales Strata: Federal Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Signature Not Required on this Page - Refer to
 Customer Signature Page Contract ID 2943147*

AT&T and Customer Confidential Information
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 Sales Express

MA XI or higher
 ROME ID: 1-L7BHJ5

ADI Express 1.0 PS v1 11042022
 AT&T Solution No. FMO685031590496
 Rate ID: ADIx-052523
 Metro Pricing 012521

AT&T DEDICATED INTERNET
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW)	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI

4.1. Service Interference

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

AT&T and Customer Confidential Information

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Sales Express1MA XI or higher
ROME ID: 1-L7BHJ5ADI Express 1.0 PS v1 11042022
AT&T Solution No. FMO685031590496
Rate ID: ADIx-052523
Metro Pricing 012521

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

4.6. Privacy Terms and Conditions

4.6.1. Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

4.6.2. AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

4.6.3. Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

AT&T and Customer Confidential Information

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Sales Express!

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4.6.4. Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

4.6.5. To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

4.6.6. The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

4.6.6.1. This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

4.6.6.2. Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

4.6.7. Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

5. RATES

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

5.1. ADI Self – Installation NRC

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00	\$1,500.00

5.2. ADI On-Site Installation NRC

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00

AT&T and Customer Confidential Information

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Item 7

Ben Medina

From: Robert L. Drinkard <rldrinkard@rampagelaw.com>
Sent: Thursday, July 6, 2023 2:02 PM
To: Ben Medina; Gustavo Olivares
Subject: Titan Fuel Gift; City of Rio Hondo

LEGAL OPINION; Titan Fuel Gift

Mayor and Ben:

I am following up on the Titan Fuel gift to the City for first responder use which the City Commission accepted subject to legal opinion.

Currently it is somewhat legally unresolved whether there is a general grant of authority for general law cities to accept donations of funds. Although the fact that this donation comes from a fuel company who might conduct business with the City (as opposed to a more generally community-oriented business like HEB) (which could theoretically signal that the company is looking for some special treatment from the city), the fact that the Titan Fuel donation letter paints a "broad brush" in that it is providing several donations to several non-profits, first responders, and schools generally, I believe this legally swings the argument in the other direction in favor of legality of the gift. These are all very general, broad public purpose entities receiving donations and the supplementation of fire and police budgets really should benefit the public generally as opposed to officers and firefighters individually. I think it is a remote possibility that someone would challenge a relatively broad-based gift that ultimately benefitted the public by supplementing departments which serve public safety needs.

Consequently I believe the gift is more than likely legal and acceptable-of course with the caveat that it is always possible someone challenges it and could prevail, as remote a possibility as that seems.

Robert L. Drinkard
Partner
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www.rampagelaw.com

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