THE STATE OF TEXAS CITY OF RIO HONDO COUNTY OF CAMERON

Rick Tello, Commissioner Place 1 Margaret Perez, Mayor Pro-Tem Joseph Lopez, Commissioner Place 5 Esteban Bocanegra, Place 2 Olga Gallegos, Commissioner Place 4

Gustavo Olivares Mayor

Notice of a Regular Meeting of the City Commission of the City of Rio Hondo November 9, 2021

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 6:30 p.m. on Tuesday November 9, 2021, 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.

PLEDGE OF ALLEGIANCE

UNITED STATES PLEDGE

INVOCATION:

Regular Agenda:

- 1. Mayor's and Commissioner's Report
- 2. Administrator's Report, Police, Library 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.
- 4. Consideration and Action approving the October 12, 2021, and October 28, 2021, Minutes of the City Commission.
- 5. Third and Final Public Hearing Amending Ordinance 2021-12 Prohibiting Parking, Stopping and standing of vehicles to add the following:" tractor trailers, utility trailers, farm tractors and farm equipment in residential areas and along and within 250 feet from Right-of-Way of Colorado Avenue from the Rio Hondo Lift Bridge to FM 345/Sam Houston Street".
- 6. Consideration and Action on an Agreement entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1 and the City of Rio Hondo.
- 7. Status on Mesquite Street reconstruction project.

- 8. Status on Bluebonnet Subdivision cleanup event.
- 9. Adjournment

the scheduled time of said Meeting.

Note: The City Commission for the City of Rio Hondo reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters, as authorized by Texas Government Code 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 551.086 (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.

Sen Medme fr Gustavo Olivares

Mayor of the City of Rio Hondo

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

DATE: TIME:

11/5/2021 3:30

Item 5

ORDINANCE NUMBER 2021-012

AN ORDINANCE OF THE CITY OF RIO HONDO AMENDING ORDINANCE NUMBER 345 OF THE CITY CODE OF ORDINANCES AS IT PERTAINS TO THE PROHIBITION OF PARKING, STOPPING AND STANDING OF VEHICLES IN SPECIFIED PLACES; PROVIDING FOR PUBLICATION, AND DEALING WITH RELATED MATTERS

WHEREAS, the City of Rio Hondo, as a General-law City in the State of Texas, is empowered by Chapter 51 of the Texas Local Government Code to adopt and amend ordinances which are necessary for the good government, interest, welfare, or good order of the municipality; and

WHEREAS, the City finds that the parking of certain large vehicles in specified areas can provide a traffic hazard by blocking visibility and lines of sight for users of public roadways, therefore impeding safe pedestrian and automotive travel; and

WHEREAS, the City of Rio Hondo desires to amend its current city ordinance pertaining to Parking, Stopping, and Standing so as to further delineate parking requirements for large vehicles, as defined herein, and provide for the general public health, safety, and general welfare;

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF RIO HONDO, TEXAS:

SECTION 1. That Chapter 345 of the City of Rio Hondo Code of Ordinances shall be amended to add the following definitions (<u>underlined</u>):

Heavy vehicles: Vehicles which either (1) exceed 20 feet in length; (2) 8 feet in width; (3) 10 feet in height; or (4) weigh over 10,000 pounds.

Trailers: A trailer with a ½ inch hitch or larger and trailer tongue of more than 5,000 pounds.

Farm equipment: Tractors with a rate of over 30 horsepower; or farm harvesting equipment.

SECTION 2. That Chapter 345, Section 1(a) of the City of Rio Hondo Code of Ordinances shall be amended to read (added language is <u>underlined</u>):

Section 1. Prohibited in specified places.

- (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer or traffic-control device, in any of the following places:
 - 1. On a sidewalk;
 - 2. In front of public or private driveway;
 - 3. Within an intersection;
 - 4. Within fifteen (15) feet of a fire hydrant;
 - 5. On a crosswalk;
 - 6. Within twenty (20) feet of a crosswalk at an intersection;
 - 7. Within thirty (30) feet upon the approach to any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway;
 - 8. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer has indicated a different length by signs or markings;
 - 9. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of such entrance (when the property signposted);
 - 10. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - 11. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - 12. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - 13. At any place where the street curb has been painted red by the traffic engineer;
 - 14. At any place where official signs prohibit stopping;
 - 15. On any unpaved public right-of-way except when such unpaved public right-of-way is an extension of a driveway;
 - 16. On extensions of driveway on public rights-of-way in residential districts when such parking creates a safety or traffic hazard;

- 17. In fire lanes on public or private property as provided in Schedule I of Article VI of this chapter,
- 18. In or on public alleys.
- (b) No person shall move a vehicle not lawfully under his control into any prohibited area specified above or away from a curb such distance as is unlawful.
- (c) No person shall stand or park a vehicle upon any roadway for the principal purpose of:
 - 1. Displaying it for sale.
 - 2. Washing, greasing, filling with gas or oil or repairing such vehicle, except repairs necessitated by an emergency.
- (d) <u>In addition to the requirements in sections (a)-(c), heavy vehicles, tractor trailers, utility trailers, farm tractors and farm equipment are prohibited from parking:</u>
 - 1. In residential-zoned areas; and
 - 2. Within 250 feet from the right of way of Colorado Avenue from the Rio Hondo Lift Bridge to Sam Houston Street/FM 345.

<u>Section II.</u> Penalty for Violation: Any person convicted for any violation of this ordinance shall be punished by a fine of not more than \$500.00, or the amount which may be allowed by Texas Law.

<u>Section III.</u> If any section of this ordinance, or any provision in any section of this ordinance, shall be held by any court of competent jurisdiction to be illegal, unconstitutional or void, all remaining sections and other provisions of such sections shall be and remain in full force.

<u>Section IV.</u> All previous ordinances, sections, or provisions in conflict herewith, are expressly repealed.

<u>Section V.</u> This ordinance shall take effect upon publication in a newspaper of general circulation and as provided by Tex. Gov't Code Sec. 52.011.

PASSED AND APPROVED AFTER READING THE CAPTION AT THE REGULAR MEETING OF THE CITY COMMISSION THIS _____ DAY OF NOVEMBER, 2021.

Α	Т	\mathbf{T}	E	S'	Т	
1 A		1.	1/	L.	1	

CITY OF RIO HONDO

MAYOR

Item 6



THE STATE OF TEXAS § COUNTY OF CAMERON §

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 FIRE SERVICES AGREEMENT

This Agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting by and through its undersigned President, and the City of Rio Hondo, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned Mayor. Chapter 775 of the Texas Health & Safety Code shall be followed by all parties.

In consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

I. PROVISION OF SERVICES

During the term of this Agreement, PROVIDER agrees to furnish "firefighting" services - defined as the use of personnel and equipment to fight, extinguish and suppress fires, including the handling of "hazardous material incidents" or the provision of "rescue services" to the unincorporated area of Cameron County designated as Zone Number 4 on the Official Fire Protection Service Zone Map of the DISTRICT, which is attached hereto as Attachment "A" and incorporated by reference herein as if fully copied and set forth at length. <u>Pursuant to Chapter 775 of the Texas Health & Safety Code</u>, monies paid for the services shall be for the benefit of <u>Emergency Services District No. 1 constituents</u>.

While the purpose of this map is to define generally the PROVIDER's main area of responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Fire Chief, an emergency demands the response of the PROVIDER's firefighting services outside of Zone Number 4, the PROVIDER shall be obligated to respond.

PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents,

perform all the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement and to the reasonable satisfaction of the DISTRICT.

The DISTRICT reserves the right to have its consultant or any other authorized agent or employee contact the PROVIDER and inspect the PROVIDER's facilities, equipment, and personnel to confirm compliance with the terms of this Agreement.

II. INDEPENDENT CONTRACTOR

PROVIDER, as it pertains to this Agreement, is acting as an independent contractor, not an agency or an arm of the DISTRICT. The PROVIDER controls the method and details of the task, pursuant to above, and answers to the DISTRICT only as to the results. PROVIDER's employees are neither employed by the DISTRICT nor paid with DISTRICT funds.

III. MUTUAL AID

It is specifically understood and agreed that the PROVIDER will provide mutual aid, if feasible and without compromising its duties to its assigned Zone, to other Zones in the unincorporated areas of the County, when requested by another PROVIDER. Any dispatch of firefighting or rescue, and personnel pursuant to this Agreement is subject to the foregoing conditions:

- 1. PROVIDER shall include in its quarterly report a statement detailing the amount and type of equipment used, the number of personnel that responded to the call, and the location to which the equipment and personnel were dispatched to;
- 2. The responding PROVIDER shall be released as soon as feasible by the requesting agency when the services of the responding PROVIDER are no longer required.

IV. COMPENSATION

DISTRICT agrees to pay, subject to the availability of funds, the sum of \$ 109,046.31 to the PROVIDER for firefighting services in the said unincorporated area of Zone 4 and for any mutual assistance provided in the unincorporated areas of any other Zones. Such sum to be paid to the PROVIDER in quarterly payments. If during the term of this Agreement funds become unavailable, DISTRICT will notify PROVIDER in writing after the next Emergency Services District No. 1 Board Meeting that PROVIDER will be excused from any further duties or obligations arising out of this Agreement. DISTRICT will hold harmless PROVIDER for any claims arising subsequent to said unavailability of funds.

It is specifically understood and agreed that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the services rendered to the

DISTRICT during the term of this Agreement, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of which is attached to this Contract. All such reports shall be due no later than the fifteenth (15th) day of the month following the end of each quarter. Furthermore, PROVIDER agrees that as all services executed and all funds paid are solely for the benefit of DISTRICT's constituents, by and through the funding and maintenance of the PROVIDER's fire department, if either PROVIDER or DISTRICT receive a formal written complaint that such funds are not being used for the benefit of said constituents, a report or an audit detailing the spending of said funds may be ordered by the DISTRICT and submitted by PROVIDER prior to the execution of a subsequent agreement between the DISTRICT and PROVIDER. In the event that PROVIDER receives the formal written complaint, a copy of the complaint must be submitted to the District's Coordinator within 10 days of receipt.

PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition, or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

V. TERM OF AGREEMENT/TERMINATION

The term of the Agreement shall be for the following term – October 1, 2021, or at time of signature, through September 30, 2022. This Agreement may be terminated at will by either party sixty (60) days after the other party is sent written notice from the party desiring termination. In the event that a new agreement is not reached prior to the end of this Agreement, this Agreement will continue until either terminated as prescribed or superseded by a new agreement.

VI. ACT OF GOD EXCUSES PERFORMANCE

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

VII. LIABILITY

If a cause of action occurs due to a PROVIDER's or their employees' activities or acts, the DISTRICT will not legally defend the PROVIDER/employees, pay any legal fees, or pay any settlement costs.

VIII. WARRANTIES OR REPRESENTATIONS

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

IX. NOTICE

All notices to the DISTRICT shall be sent by certified or registered mail, addressed to: Cameron County Emergency Services District No. 1, 964 East Harrison Street, Brownsville, Texas 78520, or at such other address as the DISTRICT may otherwise designate. All notices to PROVIDER shall be sent certified or registered mail, addressed to: P.O. Box 389 Rio Hondo, Texas 78583.

X. LAW GOVERNING/VENUE

This Agreement shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.

XI. ENTIRE AGREEMENT

This Agreement shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the City of Rio Hondo, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 30 day of September, 2021.

SERVICES DISTRICT NO. 1	CITY OF RIO HONDO, TEXAS
Oscar Tapia, CCESD Board President	Gustavo "Gus" Olivares, Mayor
Date	Date

ATTESTED BY:	ATTESTED BY:
Belvida Senlar	
Belinda Aguilar, CCESD Coordinator	Ben Medina, City Administrator

Exhibit A

(To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD-PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

A FIRES

- 1. Structure Fire
- 2. Grass Fire
- 3. Vehicle Fire
- 4. Utility Pole Fire
- 5. Tree Fire
- 6. Trash Fire
- 7. Brush Fire

B. RESCUES

- 1. Aircraft Crash/Down
- 2. Drowning
- 3. Bee attack (rescue only)
- 4. Water Rescue (flood or beach) multiple rescues within the same 12hr operational period will be paid as one call
- 5. Heavy Rescue (building collapse, farm or industrial equipment)
- 6. Motor Vehicle Accident Extrication/Scene Safety

C. ENVIRONMENTAL RESPONSES

- 1. Motor Vehicle Accident "Spill Clean-up"
- 2. Gas leak/odor
- 3. Power lines down
- 4. Haz-Mat Response
- 5. Removal of trees on roadway

D. MISCELLANEOUS

1. Automatic Alarm Response

In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call, "administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.

First Responders must be certified in the State of Texas as a First Responder through DHS; First Responders must respond "within the County", and they must carry the proper insurance: one million dollars in occurrences and three million dollars in aggregate. Failure to follow these requirements will result in providers not receiving the First Responder stipend.

Exhibit B CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 CCESD FIRE CALL REPORTING FORM (Effective October 1, 2009, revised 3/14/17)

Date:	Time:			****
Fire Department Name:				
CCESD Fire Zone Assigned (By	Contract) To That Fire Dep	eartment:		
	•		•	
Type of Call (in accordance with being attached to this Form): Category: Fires/Rescues/Environ: Number (e.g., B 6, A 2):	mental Responses/Miscella	neous, Mutual Aid Req	uest (Circle one)
MUTUAL AID REQUESTED	BY:	REQUESTING	AGENCY'S	ID#:
MUTUAL AID REQUESTED:	FROM:	REQUESTING	AGENCY'S	ID#:
	•		•	
Location of Fire/Rescue/Environ	mental Response/Etc. (Giv	ing Street or similar add	ress and CCES	D Fire Zone#):
Nature of Incident:				
Number of Apparatus/Trucks Re Number of Personnel Responding Amount of Time on the Scene (of standard Call Description/Narrative:	ng (of the said Fire Deparsaid Fire Department)	tment):		
Notification of Incident By (e.g., enforcement, EMS service, or oth	9-1-1 or municipal dispate			ent, federal law
	•		•	
I hereby certify, under penalties of my knowledge and belief, in all p required "fire incident" report, (3) above (i.e., claimed) fire call was appropriate Fire Department to re	particulars, (2) this form is a CCESD is entitled to aud within the appropriate CC	accompanied by the Depit and review this report	partment's stand (as required by	lard and legally CCESD), and (4) the
Fire Chief Signature:		(Printed Name):		Dated:
	• *		*	
Approved □ Denied □ Reas	on fordenial follows)			
Reviewed by:		Date:		
-				

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form). (If more space is required, use additional sheets of paper and attach the same to this Form).

Cameron County Emergency Services District No. 1

Monthly Summary FIRE Runs Report

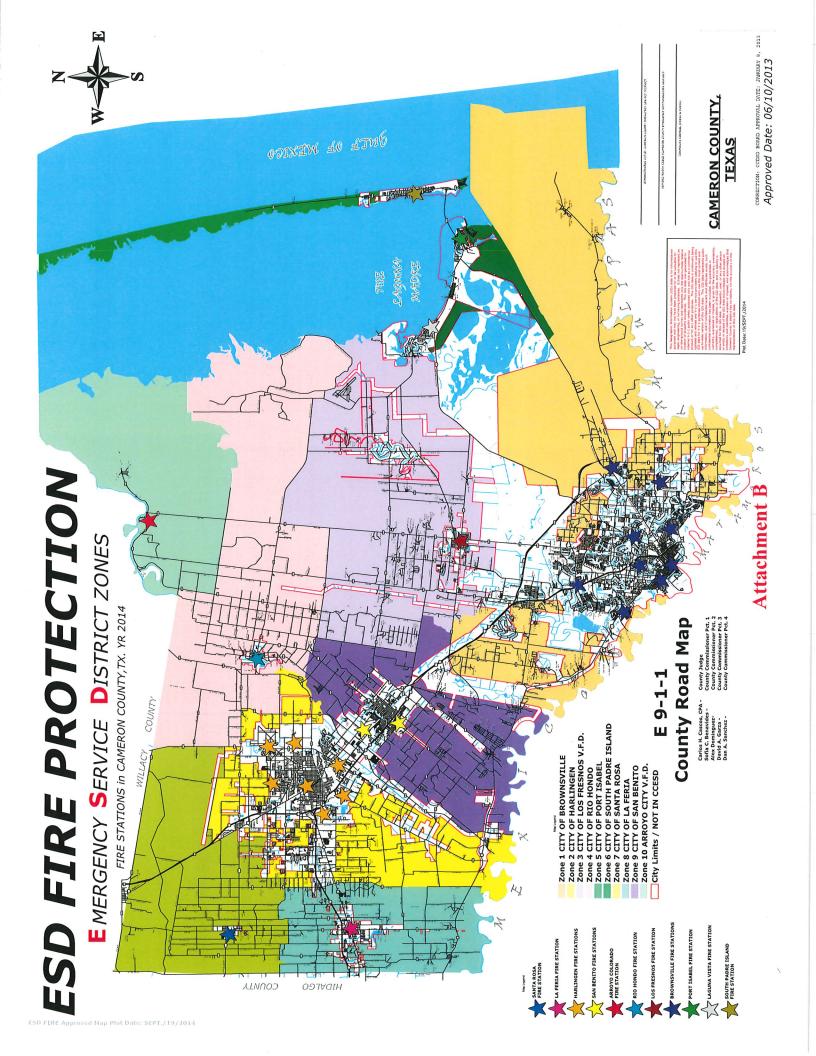
	Month	Year	For Office Use Only
Fire Service Provide	er Name:		Adjusted No. of Fire Runs:
Date	FIRE Zone	Total I	No. of FIRE Runs

Call No.	Date	Time	Location	FIRE Nature of Incident	No. of Units	No. of Personnel	Total Time On
	,		·				
	,						
×	P						

"Exhibit C" Performance Statement

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

- 1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
- 2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
- 3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
- 4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
- 5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/ or EMS department.
- 6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
- 7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
- 8. Provide a sufficient number of volunteer and/ or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman's and Fire Marshal's Association of Texas, or the Texas Commission on Fire Protection.
- 9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
- 10. Maintain written standard operating procedures for the operation of the Department;
- 11. Maintain job descriptions outlining the responsibilities of members and employees;
- 12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
- 13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA)1901.120;
- 14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
- 15. That the City Manager of a City Fire and/or EMS Department or his designee shall be the liaison with the District.
- 16. That the Fire Chief or EMS Director and/ or the President of a 501 (c) (3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
- 17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
- 18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
- 19. Participate with the Cameron County Fire Marshal's Office and provide documentation when applicable for monitoring or conducting a site review.





Cameron County EOC 2nd Floor 964 E Harrison St. Brownsville, Texas 78520 956-356-6606 belinda.aguilar@co.cameron.tx.us

> Board Members: Oscar Tapia, President Hector Cruz, Vice-President Mike Perez, Treasurer Eduardo Alvarez, Member

Belinda Aguilar, CCESD Coordinator Daniel Lopez, Dylbia Jeffries, Legal Counsel September 30, 2021

Dear Fire and or EMS Service Provider:

We are pleased to inform you that your contract has been approved by the CCESD Board on September 29, 2021. Enclosed for approval and signatures are two (2) copies of the following document(s):

FY 2021-2022 Fire Contract with attachments
(Exhibits, Reporting Forms & Maps)

FY 2021-2022 EMS Contract with attachments
(Exhibits, Reporting Forms & Maps)

Please return one (1) original signed copy of your contract(s) to my office. The other original signed copy is for your files. It is important that you have this contract executed and send to our office as soon as possible.

Should you have any questions or require additional information, please call me at 356-6606.

Sincerely,

Belinda Aguilar CCESD Coordinator Cameron County Emergency Services District

Enclosures

XC: CCESD Board Members

Daniel Lopez, Dylbia Jefferies, CCESD Legal Counsel