

**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
October 22, 2024**

Pursuant to Chapter 551, Title 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, October 22, 2024, 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 Report, Senior Center Report, Library Report, Public Safety Report.**
3. Pursuant to Texas Government Code Section 551.0415, the City Commission, without having provided notice, may make reports about items of community interest if action is not taken and possible action is not discussed regarding the information provided in the report. "Items of community interest" include: (1) expressions of thanks, congratulations or condolence; (2) information regarding holiday schedules; (3) an honorary or salutatory recognition of a public official, public employee, or another 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 attended 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
4. **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.***
5. **Considerations and Action to Approve the October 8, 2024, City Commission Meeting Minutes.**

6. **Audience with Mr. Tony Betancourt regarding the development of an annual conjunto showcase celebrating the rich musical heritage of the community in Rio Hondo.**
7. **Audience with the Cameron County Housing Corporation on a proposed development in Rio Hondo.**
8. **Status Report on the TXDOT sidewalk project.**
9. **Status Report on the Spotted Sea Trout Park Project.**
10. **Consideration and Action to Approve the Cameron County Emergency Services District No.1 Fire Services Agreement between Cameron County Emergency Services District No. 1., and the City of Rio Hondo.**
11. **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, October 18, 2024, at 3:00p.m.

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

MINUTES FROM A REGULAR MEETING ON October 8, 2024

The Government Body of the City of Rio Hondo, Texas met for Special Meeting on October 8, 2024 at 6:00 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Presiding- Present, Mayor Pro-Tem- Margaret Perez , Present and Commissioners, Juan Garza- Present, Esteban Bocanegra- Present Olga Gallegos- Present, and Jose Cavazos- Present

Also Present: Ben Medina, City Administrator, Ana L. Hernandez, Assistant City Administrator, Robert Drinkard, City Attorney, Lucy Garza, Finance Director, from Church Men's Prayer Group: Madgaleno Juarez, David G., Mr. Bocanegra, and Martin Garza

PLEDGE OF ALLEGIANCE –Led by Mayor Olivares

INVOCATION: By Magdaleno Juarez

Regular Agenda:

1. Mayor's and Commissioners' Reports

- Commissioner Garza asked Mr. Medina to please take care of the standing water on Harris St.
- Mayor Olivares asked about the potholes and Mr. Medina reiterated that they will be finishing up with potholes.
- Mr. Medina also mentioned that Public Works was working on repairing a leak.
- Mayor Olivares reminded everyone about Spooktacular to be held on October 29, 2024. He said for everyone to do their part: Park Clean, Police and Fire Department to be present at event.

2. Reports: Administrator

- Mr. Medina stated that we are working on the Potholes at Reynolds, Heywood, Robinson.
- Public Works has been cutting grass and we hired additional contract help.

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.*

- **NO PUBLIC COMMENT**

4. Consideration and Action to approve September 17, 2024, City Commission Minutes.

- Commissioner Perez made motion to approve the Minutes for the September 17, 2024 meeting with corrections to item 1, Bullet #2, Commissioner Garza seconded the motion. All voted “aye” approve; motion carried.

5. Status Report on the TXDOT sidewalk project. (City Administrator)

- Mr. Medina explained the Sidewalk Project. He stated that this is a 2-million-dollar TXDOT project along with City of Rio Hondo. Right now, they are working on Ebony and they will go North along Robinson. Later they will connect HWY 106 to the Park. The RV Park has agreed to give us the easement. The rain has delayed this project, but project is moving along. The 2nd phase of this project is going down from the High School to the Middle School that will be done by January. The city put \$84,000 towards this project.
- Commissioner Garza asked if it was possible to annex the area of where the NINOS Headstart is located. Mr. Medina replied that we definitely can since it is a non-profit organization and he will work with City Attorney to draw up the the ordinances to make them part of the City.
- This will be a shared path; which means someone can be riding a bike and someone can be walking. Some sidewalks will be 8’ some 10’
- Estimated time to finish would be May 2025.

6. Status Report on the Spotted Sea Trout Park Project. (City Administrator)

Mr. Medina updated the Commission on Sea Trout Park as follows:

- Trails complete
- Fencing & Restrooms will be completed by this weekend
- Playground complete
- Pavilion complete
- Pending fixtures for next week
- Pier & Deck are completed
- Trees are being ordered
- Sanitary sewer is done
- RV sites are complete with electrical power and water
- AEP has installed the lights; did not charge to install 4 high powered LED lights.
- Total to date spent is \$928,846.00 pending \$204,000.00, this project is a \$1.6 million project. At the end of the project we should have between \$400,000.00 to \$466,000.00 left over from this project.
- At Pavilion there will be a 4 ft wall that will have a wrap with pictures of the students

- Commissioner Perez asked when the completion will be; Mr. Medina is aiming for the end of November.
- Commissioner Garza asked about the timeframe on the gates. Mr. Medina provided information about the vendor he has in mind.
- Mr. Medina also talked about the new addition to the County Park which is ADA accessible.

Mayor Olivares thanked the commission and is grateful to County, especially County Commissioner Garza, for helping with this project and for the \$287,000.00 that was given to the city for this project.

7. Consideration and Action on Resolution 2024-10 responding to the questions of Mr. Pedro Serna regarding the proposed stormwater easement on Lot 9 Block 18 of the Rio Hondo Original Townsite. (City Administrator)

- Mr. Medina explained to the commission that we are trying to access a pipe that is located on Mr. Perez' property and we are moving the easement to the North by the fence to connect to existing line. Mr. Medina also mentioned that Mr. Perez' concern is his palm trees. City Attorney Drinkard stated he has reviewed the resolution and has his approval.

Commissioner Bocanegra made a motion to approve Resolution 2024-10 responding to the questions of Mr. Pedro Serna regarding the proposed stormwater easement on Lot 9 Block 18 of the Rio Hondo Original Townsite Commissioner Perez seconded the motion; all voted "aye" to approve; motion carried

8. Discussion and approval regarding the Park Maintenance Lead Person Job Description. (Assistant City Administrator).

- Mayor asked what the starting pay would be. Response \$12-\$14. Mayor wants us to start this position at \$14
- Commissioner Bocanegra felt that the HVAC requirement might be a bit too much for the pay.
- Commissioner Garza asked how many people we have for the grounds work at this moment. Response by Mr. Medina 4 at this time and one part time facility janitor.
- Commissioner Garza also asked if this person would be a working person; Response by Mr. Medina yes

Commissioner Perez made a motion to approve the Job Description for the Park Maintenance Lead Person. Commissioner Gallegos seconded the motion; all voted "aye" to approve; motion carried.

9. **Consideration and Action to approve the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office.**

- Mr. Medina stated that this agreement is to replace all the lights at City Hall, Library, Civic Center, Water Plant, Sewer Plant and the Learning Center to convert all the light to LED lights to save us energy.

Commissioner Garza made a motion to approve the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office. Commissioner Cavazos seconded the motion; all voted “aye” to approve; motion carried.

10. **Adjournment**

Commissioner Perez made a motion to adjourn the meeting at 6:44 pm. Commissioner Gallegos seconded the motion; all voted “aye” to approve the motion carried.

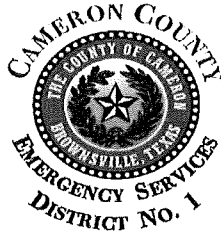
Approved

Gustavo Olivares, Mayor

Date: _____

Attest:

Ben Medina, City Administrator.



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 Executive. **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 4** on the Official Fire Protection Service Zone Map of the DISTRICT, which is attached hereto as Exhibit A – ESD Fire Zones (rev. 2023) and incorporated by reference herein as if fully copied and set forth at length. Pursuant to Chapter 775 of the Texas Health & Safety Code, monies paid for the services shall be for the benefit of Emergency Services District No. 1 constituents.

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 its designated zone, 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 by State and Federal requirements and professional associations' best practices, and shall, to the best of PROVIDER's ability, adhere to Exhibit B – Performance Statement, unless specifically agreed to in this Agreement. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, diligently, 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 **\$122,183.94** to the PROVIDER for firefighting services in the said unincorporated area of its designated zone 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 DISTRICT 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.

PROVIDER acknowledges that it can only request payment for a call that falls under the categories listed in Exhibit C – Covered Calls.

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 the standardized Exhibit D – Fire Runs Report. 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. However, PROVIDER does agree to disclose in their monthly reports to the DISTRICT the general nature of medical services requested and the address for which PROVIDER was dispatched to, regardless of whether or not the address incidentally happens to be the residence of the third-party beneficiary of said emergency services. The need for this information is to ensure payment for eligible

emergency service runs. Such a disclosure is permissible pursuant to 45 C.F.R. 164.506 – “Uses and Disclosures to Carry Out Treatment, Payment, or Health Care Operations”.

V. SPECIAL EVENT FUND

The intent of the “Special Event” fund is to offset the expenses of emergency services (Fire & EMS) in the event of a large-scale emergency that is over and above routine emergency calls.

The intent is not to cover ALL expenses from an event, but only the approved expenses incurred over and above what would be a normal emergency call. All DISTRICT contracted PROVIDERS are eligible to apply for reimbursement, subject to fund availability, for a Special Event. PROVIDERS must submit appropriate documentation as to why extra funding is needed. However, Special Events that are eligible for state or federal reimbursement are not eligible for reimbursement by the DISTRICT.

“Special Events” shall be considered for funding, whether whole or in part, on an individual basis to be approved by the Cameron County Fire Chiefs’ Association and ratified by the DISTRICT’S Board. A PROVIDER’S request for Special Event funding which has been denied by the Cameron County Fire Chiefs’ Association may appeal their request to the DISTRICT’S Board. All appeals must be in writing and submitted to the DISTRICT’S Coordinator prior to the annual fund disbursement.

Providers shall submit their special event fund requests in writing and in compliance with Exhibit D to the DISTRICT on a monthly basis; however, review and approvals by the DISTRICT will not occur until August of the contract year.

VI. TERM OF AGREEMENT/TERMINATION

The term of the Agreement shall be from October 1, 2024, through September 30, 2025. 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.

VII. 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.

VIII. LIABILITY

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

IX. 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.

X. 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: **121 N. Arroyo Blvd. Rio Hondo, Texas 78583.**

XI. LAW GOVERNING/VENUE

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

XII. 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 DISTRICT and the PROVIDER'S designated agent, both of whom are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Agreement, as set forth above, on the day this Agreement is executed by both parties.

**CAMERON COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

PROVIDER

Oscar Tapia, CCESD President

Ben Medina, City Administrator

Date

Date

ATTESTED BY:

ATTESTED BY:

Grecia Lucio, CCESD

Ana Hernandez
Assistant City Administrator

“Exhibit B”
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 Volunteer Fire Department Fire Chief 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.

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

a. Automatic Alarm Response

- i. 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.