

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  
April 12, 2022**

Revised 5.09 pm

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 April 12, 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.

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**PLEDGE OF ALLEGIANCE**

**UNITED STATES PLEDGE**

**INVOCATION:**

**Regular Agenda:**

1. Mayor's and Commissioner's Report
2. Administrator's 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 March 22, 2022, City Commission meeting minutes.
5. Presentation and Report on the Boat Ramp Park.
6. Presentation on a Splash Pad for City/County Park.
7. Consideration and Action on accepting a contract with GMS Architects for architectural/engineering services for a splash pad and replacement of a walking track for a fee of 6.5% of final construction cost.

8. Discuss, consider, and select **administration/project delivery service provider(s)** to complete application and project implementation for the 2018 Floods funding administered by the Texas General Land Office.
9. Consideration and Action on Resolution 2022-01 of Rio Hondo, Tx authorizing professional service provider GrantWorks to provide grant application completion and administrative services for the 2018 South Texas Floods (CDBG-DR-4377) funded and administered by the Texas General Land Office.
10. Discuss, consider, and select **administration/project delivery service provider(s)** to complete application and project implementation for the 2019 Floods funding administered by the Texas General Land Office.
11. Consideration and Action on Resolution 2022-02 of Rio Hondo, Tx authorizing professional service provider GrantWorks to provide grant application completion and administrative services for the 2019 Floods & ITS Imelda programs funded and administered by the Texas General Land Office
12. Public Hearing on an Ordinance 2022-02 of the City Commission of the City of Rio Hondo, Texas providing for the requirements for Alarm System registration, providing for the suspension of alarm registration in certain circumstances, providing for the duties of alarm companies, providing for a penalty or fine for each offense, providing and providing for an effective date.
13. Consideration and action approving the Water Service Agreement for the City of Rio Hondo.
14. Executive Session regarding Section 551.071 and Section 551.072 and Section 551.086 regarding lots 3-4 Block 22 of the Rio Hondo Original Townsite. Section 551.071 and Section 551.072 and Section 551.086 regarding purchase of the Original Townsite and Lots 1 and 2 Block 10 of the Original Townsite regarding possible sale or purchase.
15. **Open Session on items discussed in Executive Session.**
16. **No Action to be taken on Items in Executive Session**
17. Adjournment

Note: The City Commission for the City of Rio Hondo reserves the right to adjourn into executive session at any time during 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.*

  
\_\_\_\_\_

Gustavo Olivares  
Mayor of the City of Rio Hondo

POSTED

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 of said Meeting.

DATE:

TIME:

4/8/2022 4:00pm

H. 4

## MINUTES FROM A REGULAR MEETING ON March 22, 2022

The Government Body of the City of Rio Hondo, Texas met in a Regular Meeting on March 22, 2022 at 6:30 p.m. in the Civic Center at City Hall, with Mayor-Pro Tem Margaret Perez conducting the meeting- Gustavo Olivares absent and Commissioners, Rick Tello- Present, Olga Gallegos- Present, Margaret Perez- Present, Esteban Bocanegra and Joseph Lopez- Present.

### PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Perez led the pledge at 6:30 p.m.

### INVOCATION:

Led by Commissioner Lopez

### PLEDGE OF ALLEGIANCE

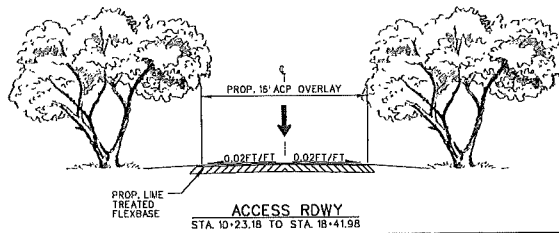
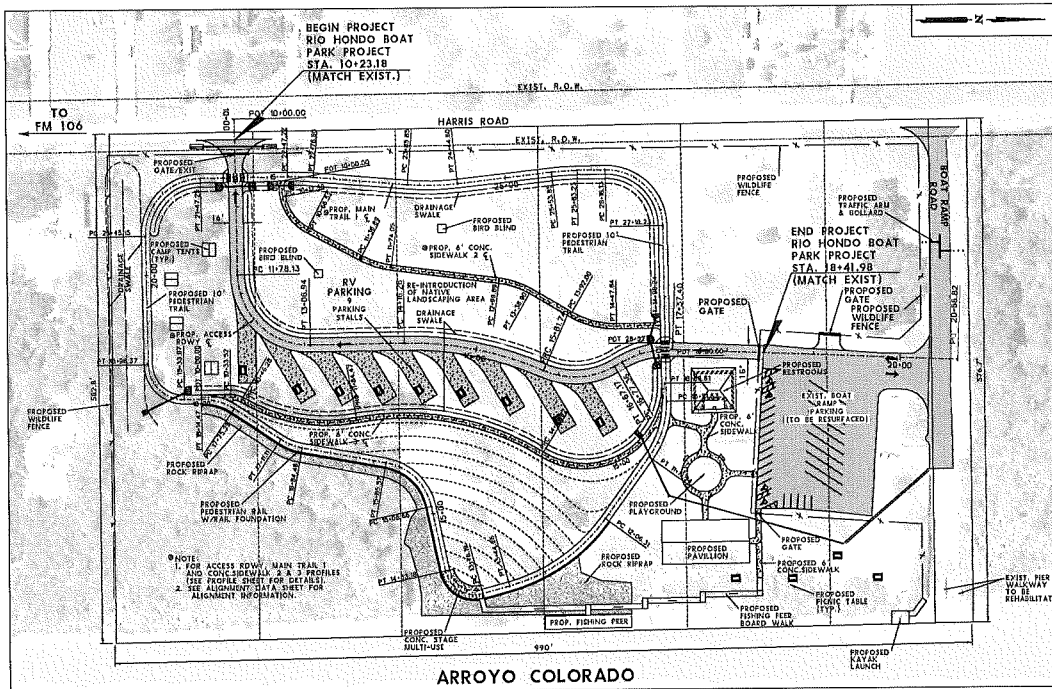
### INVOCATION:

**Regular Agenda: Mayor Pro Tem conducted the City Commission Meeting on March 22, 2022.**

1. Mayor's and Commissioner's Report. No Reports
2. Administrator's Report, Public Safety Report, Library Report, Senior Center Report, Public Works Report. Mr. Charles Gough a member of the audience permitted to speak by Mayor Pro Tem commented that the Library was well run and Mrs. Carolyn Dawson was doing a fantastic job. Reports by staff are attached.
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 Comments made.***
4. Discussion regarding the Rio Hondo Hazard Mitigation Plan and identification of community environmental hazards. Mr. explained the different hazard in the plan that is combined with Cameron County and six other small cities. Commissioner Bocanegra motioned to approve the plan and seconded by Commissioner Tello. Motion passed unanimously.
5. Public Hearing on Ordinance 2022-01 providing for the adoption of the International Building Code 2018 and the International Residential Code 2018 for the City of Rio Hondo. Public Hearing was opened a 6:55 pm. Mr. Medina explained that the city was using the 2012 International Building Code and it was helpful for the city to adopt the 2018 code. Mr. Medina introduced the Building Inspector Mr. Ramon Torres. Mr. Bocanegra asked if builders new about the new proposed code. Mr. Torres explained that most builders already use the 2018 code in in Rio Hondo because they are building in other cities and many need to know when they renew their licenses. Commissioner Tello asked that why the ordinance was only need one hearing. Mr. Medina explained that this code is written by the International Building Code Congress. We can not adopt parts or take away parts it needs to be adopted as whole. The Public Hearing closed at 7: 30.pm

6. Consideration and Action on Ordinance 2022-01 adopting the International Building Code 2018 and the International Residential Building Code 2018. Commissioner Lopez motion to approve the 2018 Building Code and seconded by Commissioner Tello. The motion passed unanimously.
  
7. Adjournment Commissioner Bocanegra motioned to adjourn and passed unanimously.

# 5



**GRU**  
Engineering  
Firm No. 2006



THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CHRISTOPHER R. RODRIGUEZ  
P.E. 107692  
3/8/2022  
DATE

CITY OF RIO HONDO

CLIENT  
PROJECT NUMBER  
DATE  
JOB ENGINEERING  
DRAWN BY  
C.R.E. ENGINEERING  
CHECKED BY

NO.	DESCRIPTION	DATE

RIO HONDO BOAT RAMP PARK PROJECT ROADWAY PLAN LAYOUT

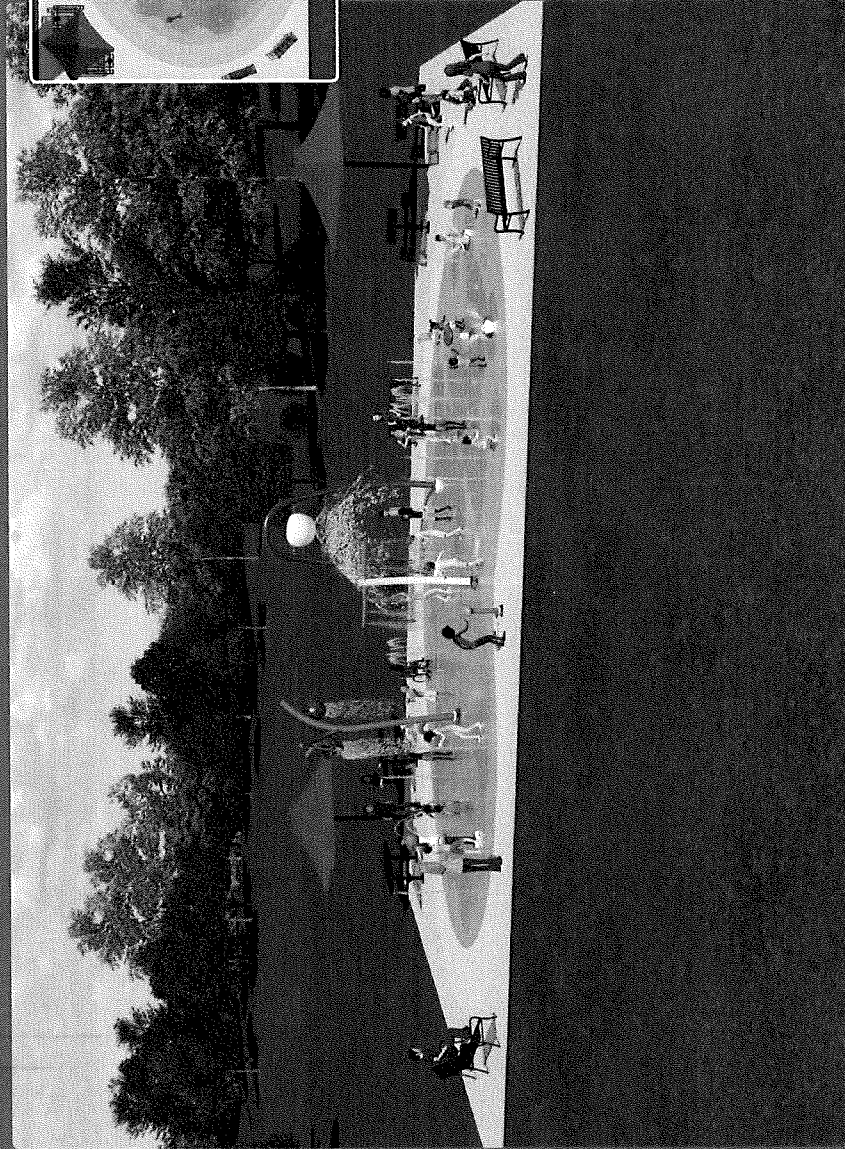
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SHEET 1 OF 1

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# Example 3D Splash Pads

Example R-C

All On/Off Independent Recirculation System



Top View

## Splash Pad Data

**Total Feature Flow Rate**  
165 GPM

**Spray Features**

- VersoSplash
- BucketTrio
- UniFlow
- (2) HydroSphere
- WhirliPad
- (2) GeoMister Medium
- (3) Stream Jet
- Stream Jet Manifold
- (3) Junior Water Jewel
- (3) Sea Crawler

**Size of Concrete Pad (Includes 5' Apron)**

Dimensions: 52' 2" x 70' 4"  
Total Area: 2,922 SQ FT

**Total Project Budget**

\$295,000 - \$310,000

\*Budget includes installation drawings, product and mechanical systems, earthwork, concrete, plumbing, electrical and product installation.  
\*Budget DOES NOT include poor soils, UV disinfection system, freight, required utilities, mechanical system enclosure, fencing, landscaping, shade structures and other site amenities.  
\*This example assists in creating a design direction based on scale of project and number of water elements being considered.

# Example 3D Splash Pads

Example R-F

All On/Off Independent Recirculation System



## Splash Pad Data

**Total Feature Flow Rate**

360 GPM

**Spray Features**

- FlashFlood
- HydroHelix with Acrylic UniFlow
- RippleRun with Acrylic WhirlPad
- AquaGather Station
- (3) RocketStream
- Tot Shower Dome
- (2) Stream Jet
- Stream Jet Manifold
- (2) Arch Jet
- (5) Bubbler
- (2) Misting Spray
- Curvy Jet Manifold
- (2) Junior Water Jewel
- (6) Sea Crawler

**Size of Concrete Pad (Includes 5' Apron)**

Dimensions: 50' 0" x 70' 0"

Total Area: 3,500 SQ FT

**Total Project Budget**

\$395,000- \$415,000

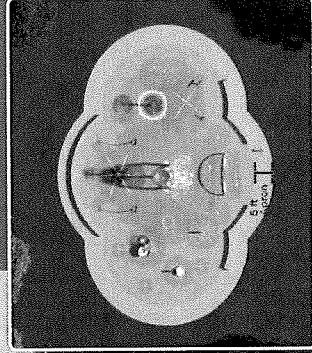
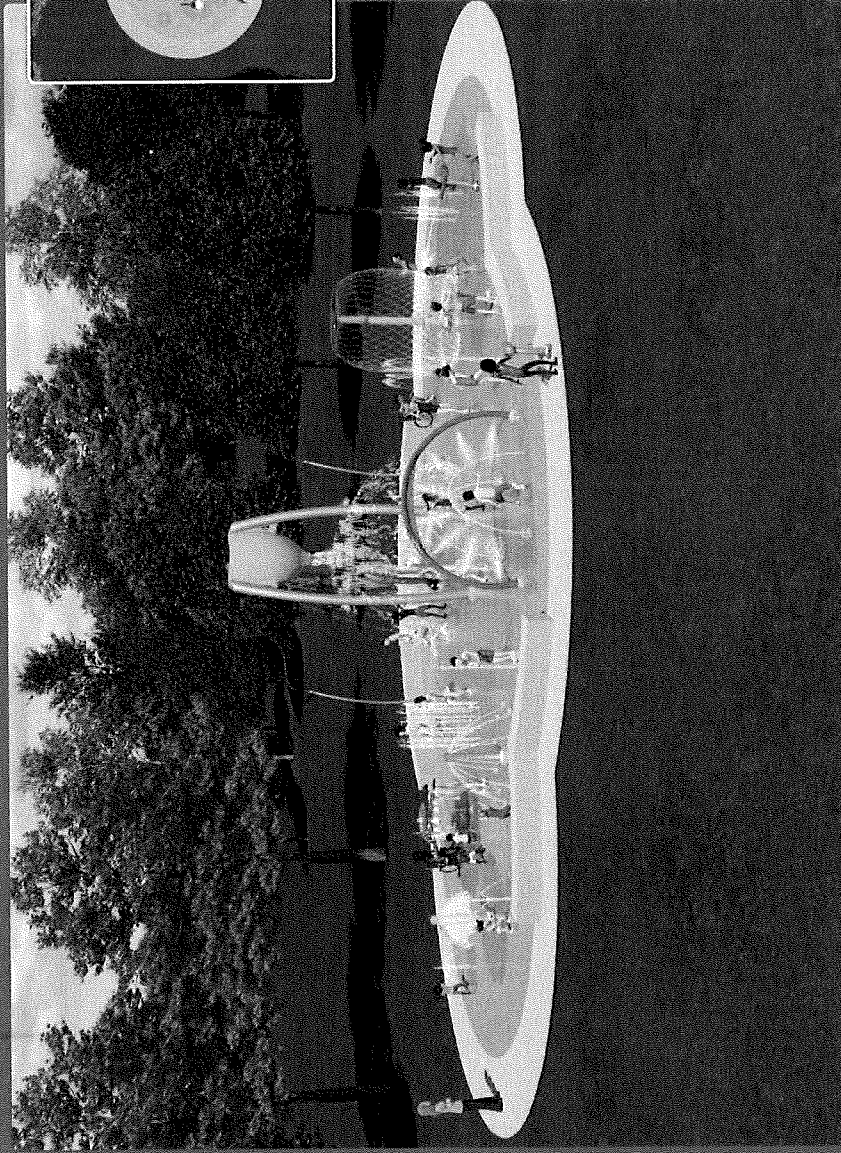
\*Budget includes installation drawings, product and mechanical systems, earthwork, concrete, plumbing, electrical and product installation.  
**\*Budget DOES NOT include poor soils, UV disinfection system, freight, required utilities, mechanical system enclosure, fencing, landscaping, shade structures and other site amenities.**  
 \*This example assists in creating a design direction based on scale of project and number of water elements being considered.



# Example 3D Splash Pads

Example R-D

All On/Off Independent Recirculation System



Top View

## Splash Pad Data

Total Feature Flow Rate  
302 GPM

### Spray Features

- FlashFlood
- HydroHelix with Acrylic
- BloomBurst Set
- (2) SprayVine with Acrylic
- RippleRun with Acrylic Large Rung WellSpring
- SprayShroud
- AquaGather Station
- (2) RocketStream
- (2) Stream Jet
- (2) Arch Jet
- Mini Upward Spray Ring
- Curvy Jet Manifold
- Junior Water Jewel
- (3) Side Wall Stream
- (3) Sea Crawler

### Size of Concrete Pad (Includes 5' Apron)

Dimensions: 58' 0" x 80' 0"  
Total Area: 3,432 SQ FT

### Total Project Budget

\$370,000 - \$390,000

\*Budget includes installation drawings, product and mechanical systems, electrical, concrete, plumbing, electrical, and site installation.  
**Budget DOES NOT include pool walls, UV disinfection system, freight, required utilities, mechanical system enclosures, fencing, landscaping, shade structures and other site amenities.**  
 †This example assists in creating a design direction based on scale of project and number of water elements being considered.



GMS ARCHITECTS

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#7

March 15, 2022

Mr. Ben Medina, City Administrator  
City of Rio Hondo  
P.O. Box 389  
Rio Hondo, TX 78583

Dear Mr. Medina:

We propose to render architectural/engineering services to the City of Rio Hondo for the design of a new splash park at City Park and Replacement of Walking Track.

Our compensation for this work will be a 6.5% fee of the final construction cost.

Reimbursable expenses would include printing of construction documents, postage/shipping, soil investigation and fees for the Texas Licensing and Registration are in addition to the Basic Compensation. A multiple of one and one-tenth (1.1) times the expense will be invoiced at time of service.

Please review and if you should have any questions contact me.

Sincerely,

RUDY V. GOMEZ, AIA  
ARCHITECT – PLANNER

RVG:sh

# 8

**GrantWorks**

**CITY OF RIO HONDO, TEXAS**

**PROFESSIONAL ADMINISTRATION SERVICES FOR THE TEXAS  
GENERAL LAND OFFICE 2018 SOUTH TEXAS FLOODS CDBG-DR-  
4377 (2018 FLOODS)**



**MARCH 2022**

# GrantWorks

Bruce J. Spitzengel

President

Cell: 713-252-5872

Email: bruce@grantworks.net

March 21, 2022

Ben Medina  
City Administrator  
City of Rio Hondo  
P.O. Box 389  
121 North Arroyo Boulevard  
Rio Hondo, Texas 78583

**Subject: City of Rio Hondo, Texas Request for Proposal: Professional Administration Services for Texas General Land Office 2018 South Texas Floods CDBG-DR-4377 (2018 Floods)**

Dear Mr. Medina:

GrantWorks, Inc. is pleased to submit this proposal in response to your Request for Proposals (RFP). Since 2009, GrantWorks' project managers, environmental scientists, construction managers, labor standards specialists, and policy experts have developed and implemented over \$1.2 billion in U.S. Housing & Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR), CDBG Mitigation (CDBG-MIT), and Federal Emergency Management Agency (FEMA) Hazard Mitigation (HM) programs for more than 100 Texas state and local governments.

Upon contract award, we have the resources and expertise to immediately assist the City of Rio Hondo to implement CDBG-DR projects funded through the Texas General Land Office (GLO) following state and federal requirements and the City's project schedule. We are ready to help implement these projects in a way that meets GLO and HUD standards and the City of Rio Hondo's requirements.

GrantWorks has 350+ employees experienced in all aspects of federal and state grant management. Our team has extensive experience in CDBG-DR working for and with local governments in public and private sector roles as well as HUD, GLO, Texas Division of Emergency Management (TDEM), and Texas Department of Community Affairs (TDHCA). We handle every aspect of CDBG-DR implementation, including project development, environmental review, compliance with state and federal regulations, implementation of funded construction projects, and closeout. Our goal is to ease the City's burden while providing your staff with the information they need to make timely decisions. The GrantWorks team offers the following benefits to the City of Rio Hondo:

**Expertise in CDBG, CDBG-DR, CDBG-MIT, and HMGP Programs:** GrantWorks has expertise working on multiple CDBG, CDBG-DR, CDBG-MIT, and HMGP programs. We understand the complexities of these grants and how to manage projects with multiple federal funding sources. Our knowledge extends beyond just federal and state requirements. We know how to navigate the internal municipal and the external state and federal processes required to manage federal funds at the sub-recipient level. Our references will confirm that this knowledge helps us effectively administer federally funded projects in a way that is seamless and creates the least amount of work for our clients.

**Proven CDBG-DR Grant Administration Experience:** GrantWorks' core business includes providing general grant administration services, including but not limited to documenting compliance, monitoring preparation, draw processing, and labor standards tracking for CDBG, CDBG-DR, and other

HUD programs. Our staff includes 350 full-time professionals with extensive CDBG and HMGP infrastructure experience. Teams of specialists in labor standards compliance, environmental review, LMI beneficiary documentation, construction management, site inspections, Affirmatively Furthering Fair Housing (AFFH), equal employment opportunity, and case management support our project managers.

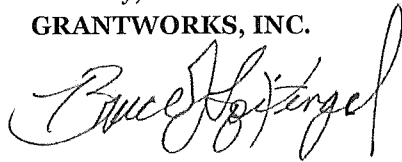
**Established Working Relationships with HUD, GLO, Local Governments, and Other**

**Entities:** The GrantWorks team is fortunate to have excellent working relationships with HUD, GLO, local governments, and other entities across Texas. These relationships make us well-positioned to serve the City of Rio Hondo and the other stakeholders who will play a role in implementing the CDBG-DR projects.

**Comprehensive Environmental Services:** The GrantWorks team has performed environmental reviews for thousands of federally funded projects in Texas. Our experience includes evaluating environmental impacts to biological resources, air, water quality, wetlands, and socioeconomic resources. These evaluations have supported work for Categorical Exclusions (CEs), Environmental Assessments (EAs), Environmental Impact Statements (EISs), and tiered NEPA documents. We also use state and federal resources data to produce all maps and information needed to understand relevant impacts and clearance needs fully.

We are confident that you will find our rates competitive and within the range of those previously accepted by the GLO and other municipalities for similar projects. **GrantWorks is willing to work with the City to negotiate our fees before the City makes a final selection if needed.** We appreciate your consideration of our firm.

Sincerely,  
**GRANTWORKS, INC.**



Bruce J. Spitzengel  
President

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**Proposal Disclaimer:** *The information in this proposal contains certain trade secrets and proprietary information that GrantWorks owns. Such information is confidential as a matter of law, pursuant to Chapter 552, Texas Government Code. In the event that you receive a public information request for this proposal or any of its content, we ask that you immediately contact us so that we may submit a briefing to the Office of the Attorney General's Open Records Division to protect our information and prevent its release.*

# 9

**GrantWorks**

**CITY OF RIO HONDO, TEXAS**

**PROFESSIONAL ADMINISTRATION SERVICES FOR THE TEXAS  
GENERAL LAND OFFICE 2019 LOWER RIO GRANDE VALLEY  
FLOODS CDBG-DR-4454 (2019 FLOODS) AND TROPICAL STORM  
IMELDA CDBG-DR-4466 (TS IMELDA)**



**MARCH 2022**







Bruce J. Spitzengel  
President  
Cell: 713-252-5872  
Email: bruce@grantworks.net

March 21, 2022

Ben Medina  
City Administrator  
City of Rio Hondo  
P.O. Box 389  
121 North Arroyo Boulevard  
Rio Hondo, Texas 78583

**Subject: City of Rio Hondo, Texas Request for Proposal: Professional Administration Services for Texas General Land Office 2019 Lower Rio Grande Valley Floods CDBG-DR-4454 (2019 Floods) and Tropical Storm Imelda (TS Imelda)**

Dear Mr. Medina:

GrantWorks, Inc. is pleased to submit this proposal in response to your Request for Proposals (RFP). Since 2009, GrantWorks' project managers, environmental scientists, construction managers, labor standards specialists, and policy experts have developed and implemented over \$1.2 billion in U.S. Housing & Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR), CDBG Mitigation (CDBG-MIT), and Federal Emergency Management Agency (FEMA) Hazard Mitigation (HM) programs for more than 100 Texas state and local governments.

Upon contract award, we have the resources and expertise to immediately assist the City of Rio Hondo to implement CDBG-DR projects funded through the Texas General Land Office (GLO) following state and federal requirements and the City's project schedule. We are ready to help implement these projects in a way that meets GLO and HUD standards and the City of Rio Hondo's requirements.

GrantWorks has 350+ employees experienced in all aspects of federal and state grant management. Our team has extensive experience in CDBG-DR working for and with local governments in public and private sector roles as well as HUD, GLO, Texas Division of Emergency Management (TDEM), and Texas Department of Community Affairs (TDHCA). We handle every aspect of CDBG-DR implementation, including project development, environmental review, compliance with state and federal regulations, implementation of funded construction projects, and closeout. Our goal is to ease the City's burden while providing your staff with the information they need to make timely decisions. The GrantWorks team offers the following benefits to the City of Rio Hondo:

**Expertise in CDBG, CDBG-DR, CDBG-MIT, and HMGP Programs:** GrantWorks has expertise working on multiple CDBG, CDBG-DR, CDBG-MIT, and HMGP programs. We understand the complexities of these grants and how to manage projects with multiple federal funding sources. Our knowledge extends beyond just federal and state requirements. We know how to navigate the internal municipal and the external state and federal processes required to manage federal funds at the sub-recipient level. Our references will confirm that this knowledge helps us effectively administer federally funded projects in a way that is seamless and creates the least amount of work for our clients.

**Proven CDBG-DR Grant Administration Experience:** GrantWorks' core business includes providing general grant administration services, including but not limited to documenting compliance, monitoring preparation, draw processing, and labor standards tracking for CDBG, CDBG-DR, and other

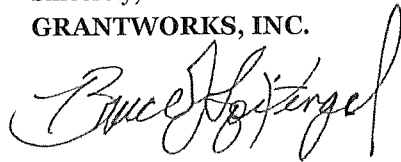
HUD programs. Our staff includes 350 full-time professionals with extensive CDBG and HMGP infrastructure experience. Teams of specialists in labor standards compliance, environmental review, LMI beneficiary documentation, construction management, site inspections, Affirmatively Furthering Fair Housing (AFFH), equal employment opportunity, and case management support our project managers.

**Established Working Relationships with HUD, GLO, Local Governments, and Other Entities:** The GrantWorks team is fortunate to have excellent working relationships with HUD, GLO, local governments, and other entities across Texas. These relationships make us well-positioned to serve the City of Rio Hondo and the other stakeholders who will play a role in implementing the CDBG-DR projects.

**Comprehensive Environmental Services:** The GrantWorks team has performed environmental reviews for thousands of federally funded projects in Texas. Our experience includes evaluating environmental impacts to biological resources, air, water quality, wetlands, and socioeconomic resources. These evaluations have supported work for Categorical Exclusions (CEs), Environmental Assessments (EAs), Environmental Impact Statements (EISs), and tiered NEPA documents. We also use state and federal resources data to produce all maps and information needed to understand relevant impacts and clearance needs fully.

We are confident that you will find our rates competitive and within the range of those previously accepted by the GLO and other municipalities for similar projects. **GrantWorks is willing to work with the City to negotiate our fees before the City makes a final selection if needed.** We appreciate your consideration of our firm.

Sincerely,  
**GRANTWORKS, INC.**



Bruce J. Spitzengel  
President

H 8

March 20, 2022

Ben Medina, City Administrator  
City of Rio Hondo, 121 North Arroyo Boulevard, Rio Hondo, Texas 78583

956-748-2101

RE: Provide Administration and/or Planning Services for CDBG services

Greetings,

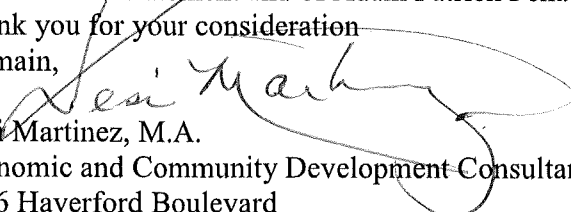
I would like to offer my, or my assigns, administration and planning services to this community where my grandparents and mother made their home and still have generations of extended family in this area. I am a former HUD-CDBG Director for the City of Brownsville and have had much related work with small cities in the past. I would be honored to assist you and the community with an area of work that I am acquainted with and because of my passion and advocacy to providing the best drainage system available to residents, businesses, and farmers as well as schools and bus routes. I have experience of following CDBG federal objectives and reporting guidelines as amended and of the State of Texas GLO in order to implement these important community projects.

I assure the city complete professional services in working with you and related stakeholders in drainage and storm water management including, but not limited to, the city and city sewer system, the East Rio Hondo Rural Water Supply Corporation, the irrigation and drainage districts, county engineers, TxDOT San Benito to assure that all parties are involved or informed in the drainage planning process to maximize the project objectives.

I have been a consultant for 11 years for the Los Fresnos CDC, a Texas 4B EDC, and understand the complexity of coordinating drainage and storm water projects with multiples stakeholders including Texas GLO. I am well acquainted community participation, reporting and record keeping, financial administration and information in a city and its extraterritorial jurisdiction (ETJ) in order to maximize the best plan in the use of limited flood disaster funds in rural communities along the Arroyo Colorado River managed by the IBWC, US-Mexico, a federal agency and in Cameron County, Texas. I have experience of managing technical teams to complete major projects as was the case in the design/development/construction of the INS Regional Center and U.S. Border Patrol Station in Harlingen including on-site and off-site utilities and drainage facilities. I was the project manager working with local, district and federal representatives and it included site and off-site drainage and flood control components as it relates to the FEMA flood plain.

I would be honored to provide these consultant services to the City of Rio Hondo. Attached is my qualifications statement and of Adam Patrick Pena's resume who will assisting in the project.

Thank you for your consideration  
I remain,

  
Desi Martinez, M.A.  
Economic and Community Development Consultant  
1806 Haverford Boulevard  
Harlingen, Texas  
Cell 956-778-8929  
desiandlu1@yahoo.com

## STATEMENT OF QUALIFICATIONS

50 Years' Experience in the Lower Texas Coast  
Construction, Federal Programs Consulting and Planning

# Desi Martinez, M.A.

Rural and Urban Community and Economic Planner and Developer Background in federal, state, county, special districts and cities and respective delivery applications of government codes, financial administration and grants. These include quality of life services and infrastructure projects for the use by public, private and non-profit entities to create a better quality of life. Specializing in the U.S. Department of Housing and Urban Development; block grants, discretionary grants, national and state disaster infrastructure and COVID relief grants since 1972 as a HUD-university intern and a Texas city to present 2013 role of Texas 4A/4B EDC economic and HUD community planner and developer / consultant / liaison. The professional approach is to always keep the city manager and assigned city board or committee informed of work in progress.

### EXPERIENCE

#### Consultant / Public and Private Liaison

2011 - Present 2022

- Assisting the Los Fresnos City Manager and manager's team in the implementation of quality of life projects and public/private initiatives and city development strategies and coordinating all multi-level stakeholders
- Assisting manufacturing industries as Exel Plastics, North Brownsville Industrial Park on private / public investment opportunities as state 380 grants for drainage and 4A/4B jobs training and investment incentives
- Assisting small businesses with technical assistance, business plans, site planning including on-site and off-site drainage and market analysis
- Providing technical assistance to small cities on ARPA funding on infrastructure projects as allowed by the Law and reporting to the Treasury Department and in coordination with TBEM
- Established a rural city, school district, Workforce adult and youth training center
- Presently doing an Electric Vehicles Stations exploration analysis with UTRGV / SBDC to establish a future model for rural and urban cities and businesses

#### 2010 and Prior

- 1<sup>st</sup> HUD EDCG Director in the City of Brownsville
- 1<sup>st</sup> Cameron County Planner and Grants manager working with cities and ports
- USDA / NA / FmHA certified home builder
- HR Consultant to set up a training facility and curriculum for 1,000 employees
- Project manager for LA Ventures and Pinewood Construction to develop private/public opportunities
- MHA Planner of Medicaid and Medicare financial resources for the health industry and hospitals
- EDCG and economic developer for rural small cities

### EDUCATION

La Feria High School, La Feria, Texas - High School Diploma 1969  
Texas A&M Kingsville, Kingsville,  
Texas - Masters in Economics and Government, 1976  
U.S. Department of Housing & Urban Development - TAMU intern, Kingsville,  
Texas 1971-1973

1806 Haverford Boulevard  
Harlingen, Texas, 78551  
(956) 778-8919  
Desimadlul@yahoo.com

### SKILLS

Comprehensive community and economic development skills and liaison services working with public / private administrators and technical teams and multiple community stakeholders

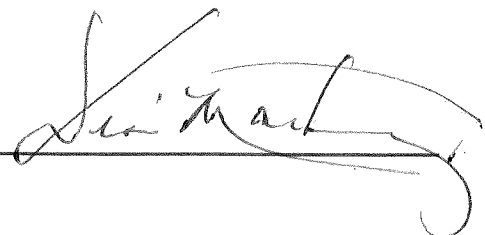
#### Recognitions:

City of Los Fresnos is the fastest growing small city and trade area with tripling 4B Sales Tax Base in Cameron County, Texas during the last decade.

Planner / Project Manager / Technical Team Liaison of the INS Regional Facility and Border Patrol Station, Harlingen, Texas, facilitating 500 federal jobs with high incomes and full benefits

Planner / Project Manager / Technical Team Liaison of the Laredo International Airport - Industrial Airpark, Laredo, Texas facilitating a 40-year on facilities for an international cargo delivery system for on-time air cargo and distribution companies

Board Volunteer with the Harlingen 4A EDC and acted on a Sam's and Bass Pro and new franchises private / public initiatives facilitating the doubling of the sales tax base growth in the last decade from \$148M to \$302M.



# Adam Patrick Pena

Motivated Computer Science graduate with experience in computer maintenance and programming, journalism, and news writing specializing in spreadsheet creation and data organization.

2914 Birchwood Dr.  
Marquette, Texas - 75250  
(956) 542-1883  
adampena313@gmail.com

## EXPERIENCE

### South Texas Business Solutions, Kingsville – IT Technician

September 2021 – January 2023

- Built and maintained systems to client specifications, including Strand+ camera networks, mail servers in school districts and businesses.
- Clients include private enterprises, Kingsville I.S.D., Premont I.S.D., Kennedy County I.S.D., Kennedy County Courthouse and Kennedy County Appraisal District.

### The South Texan, Texas A&M University-Kingsville — Student Journalist

August 2018 – February 2020

- Wrote pieces and news stories for online and print publication, coordinating images and layout to ensure proper presentation.
- Evaluated and followed up on news leads and tips to develop story ideas.
- Performed research and conducted interviews with a wide variety of primary sources to ensure accuracy and quality of information and to maintain a high standard of journalism.
- Pursued and developed stories independently and for assignment covering a wide range of topics from politics and economics to local affairs.

## EDUCATION

### Texas A&M University-Kingsville— B.S. in Computer Science

August 2017 – December 2021

- 3.35 GPA
- Member of Texas A&M University-Kingsville Honors College (August 2017-2021)
- Graduated December 2021
- Completed courses include data mining, cybersecurity, machine learning, object-oriented software engineering, digital logic design.

## SKILLS

Computer Building,  
Maintenance, Operation and  
Programming (C, C++,  
Python, Java)

News, Technical and Creative  
Writing

Creation and maintenance of  
spreadsheets in Microsoft  
Excel and Google Sheets

Planning, programming, and  
maintenance of integrated,  
cross-platform applications

Goal-oriented and capable of  
effectively leading dedicated  
teams

## AWARDS

Recipient of Presidential  
Scholarship from Texas A&M  
University-Kingsville (2017-  
2021)

Dean's List at Texas A&M  
University-Kingsville (2020)

Honor Roll at Texas A&M  
University-Kingsville (2018)

#12

## Ordinance 2022-02

**Ordinance 2022-02 of the City Commission of the City of Rio Hondo, Texas providing for the requirements for Alarm System registration, providing for the suspension of alarm registration in certain circumstances, providing for the duties of alarm companies, providing for a penalty or fine for each offense, providing and providing for an effective date.**

BE ORDINANCE BY THE CITY COMMISSION OF THE CITY OF RIO HONDO, TEXAS AS AUTHORIZED UNDER THE TEXAS LOCAL GOVERNMENT CODE SECTION 214.207.

### SECTION 1. PURPOSE

(A) The purpose of this Ordinance is to encourage Alarm Users and alarm companies to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms.

(B) This Ordinance governs Alarm Systems intended to summon law enforcement response, and requires registration, establishes fees, provide for penalties for violations, establishes a system of administration, and sets conditions for suspension of police response or revocation of registration.

### SECTION 2. DEFINITIONS

In this Ordinance the following terms and phrases shall have the following meanings:

- (A) **Act of God** means an extraordinary interruption by natural causes (such as a flood, earthquake, or severe weather) of the usual course of events that experience, foresight, or care cannot reasonably foresee or prevent.
- (B) **Alarm Administrator** means a Person or Persons designated by the governing authority to administer, control and review False Alarm reduction efforts and administer the provisions of this Ordinance.
- (C) **Alarm Installation Company** means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving, or installing an Alarm System in an Alarm Site. This definition shall also include individuals or firms that install and service the Alarm Systems that will be used in their private or proprietary facilities. This does not include persons doing installation or repair work where such work is performed without compensation of any kind (i.e., "do-it-yourselfers").
- (D) **Alarm Dispatch Request** means a notification to a law enforcement agency that an alarm, either manual or automatic, has been activated at a particular Alarm Site.
- (E) **Alarm Permit or Registration** means authorization granted by the Alarm Administrator to an Alarm User to operate an Alarm System.
- (F) **Alarm Site** means a single fixed premises or location served by an Alarm System or Systems that are under the control of one owner or tenant. Each unit, if served by a separate Alarm System in a multi-unit building or complex, shall be considered a separate Alarm Site and is further defined by the following categories:
1. **Residential site** means a single-family residence and each residential unit of a multi-unit building or complex which is served by an Alarm System

2. **Commercial site** means every premises or location where any business activity is regularly conducted, and which is served by an Alarm System. Each unit of a business premises or business location, if served by a separate Alarm System in a multi-unit building or complex, shall be considered a separate commercial alarm system site.
3. **Educational site** means every premises or location of a public or private school or school administrative office
4. **Government site** means every premises or location of any federal, state, county or municipal government office.

- (G) **Alarm System** means a *control panel, arming station(s)*, and a device, or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and *is* intended to summon law enforcement response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone's Person unless the vehicle or the personal alarm is permanently located at a site.
- (H) **Alarm User** means any Person, who (which) has contracted for Monitoring, repair, installation or maintenance service from an Alarm Installation Company or Monitoring Company for an Alarm System, or who (which) owns or operates an Alarm System which is not monitored, maintained or repaired under contract.
- (I) **Alarm User Awareness Class** means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.
- (J) **Arming Station** means a device that allows control of an Alarm System.
- (K) **Automatic Voice Dialer** means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch.
- (L) **Cancellation** means the process where response is terminated when a Monitoring Company (designated by the Alarm User) for the Alarm Site notifies the responding law enforcement agency that there is not an existing situation at the Alarm Site requiring law enforcement agency response after an Alarm Dispatch Request.
- (M) **Conversion** means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing and/or Monitoring of a previously unmonitored Alarm System or an Alarm System previously serviced and/or monitored by another alarm company.
- (N) **Duress Alarm** means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires law enforcement response.
- (O) **False Alarm** means an Alarm Dispatch Request to a law enforcement agency, when a response is made by the law enforcement agency within thirty (30) minutes of the Alarm Dispatch Request and the responding law enforcement officer finds from an inspection of the interior and/or exterior of the Alarm Site no evidence of a criminal offense or attempted criminal offense.
- (P) **Holdup Alarm** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress or immediately after it has occurred.



- (Q) **Law Enforcement Authority** means the Commissioner, Superintendent, Sheriff, Chief of Police, director or other authorized representative of a law enforcement agency.
- (R) **License** means a license issued by the Texas Department of Public Safety Private Security Bureau to an Alarm Installation Company and Monitoring Company to sell, install, monitor, repair, or replace Alarm Systems.
- (S) **Local Alarm System** means any Alarm System, which is not monitored, that annunciates an alarm only at the Alarm Site.
- (T) **Monitoring** means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the municipality for the purpose of summoning law enforcement to the Alarm Site.
- (U) **Monitoring Company** means a Person in the business of providing Monitoring services.
- (V) **One Plus Duress Alarm** means the manual activation of a silent alarm signal by entering at an Arming Station a code that adds one to the last digit of the normal arm/disarm code (e.g., normal code = 1234, One Plus Duress Code = 1235)
- (W) **Panic Alarm** means an audible Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.
- (X) **Person** means an individual, corporation, partnership, association, organization or similar entity.
- (Y) **Responder** means an individual capable of reaching the Alarm Site within 40 minutes and having access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System. *(The time allowed should be determined by the city based on its population and size. It is suggested that a minimum, thirty (30) minutes be allowed to respond. This will need to match the requirements of Section 3(F)6 and Section 4(A)2.)*
- (Z) **SIA Control Panel Standard CP-01** means the ANSI – American National Standard Institute approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing organizations, will be marked to state: “Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction.”
- (AA) **Takeover** means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.
- (BB) **Verify** means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User by telephone whether actual contact with a Person is made, to determine whether an alarm signal is valid before requesting law enforcement dispatch.
- (CC) **Zones** means division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

### **SECTION 3. REGISTRATION REQUIRED; APPLICATION; FEE; TRANSFERABILITY; FALSE STATEMENTS**

(A) No Alarm User shall operate, or cause to be operated, an Alarm System, which is intended to summon police response at its Alarm Site without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site. ***An Alarm Permit is not valid if it has been denied or revoked, has not been renewed, or has expired.***

(B) ***The Alarm Site must have a valid Alarm Permit for the police department to respond to the location unless the Alarm Dispatch Request is for a Duress Alarm, Holdup Alarm or a Panic Alarm.***

(C) No Alarm User shall allow a Monitoring Company to make an Alarm Dispatch Request to an Alarm Site that does not have a valid Alarm Permit.

(D) The fee for an Alarm Permit or an Alarm Permit renewal shall be determined from time to time by resolution of the city council or governing body, not to exceed \$50.00 for residential permits and \$100.00 for commercial permits. No refund of a registration or registration renewal fee will be made. The initial Alarm Permit fee must be submitted to the Alarm Administrator within five (5) days after the Alarm System installation or Alarm System Takeover and shall be paid by the Alarm User.

(E) Upon receipt of a completed Alarm Permit application form and the Alarm Permit fee, the Alarm Administrator shall register the applicant unless the applicant has:

- (1) Failed to pay a fine assessed under Section 7; or
- (2) Had an Alarm Permit for the Alarm Site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.

(F) Each Alarm Permit application must include the following information

- (1) The name, complete address (including apt/suite number), and telephone numbers of the Person who will be the registration holder and be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this article;
- (2) The classification of the Alarm Site as either residential (includes apartment, condo, mobile home, etc.) or commercial;
- (3) For each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. burglary, Holdup, Duress, Panic Alarms or other) and for each classification whether such alarm is audible or silent;
- (4) Mailing address, if different from the address of the Alarm Site;
- (5) Any dangerous or special conditions present at the Alarm Site;
- (6) Names and telephone numbers of at least two individuals who are able and have agreed to: (a) receive notification of an Alarm System activation at any time; (b) respond to the Alarm Site within 40 minutes at any time; and (c) upon request can grant access to the Alarm Site and deactivate the Alarm System if necessary; ***(The time allowed should be determined by the city based on its population and size. It is suggested that at a minimum, thirty (30) minutes be allowed to respond. This will need to match the requirements of Section 4(A)2)***
- (7) Type of business conducted at a commercial Alarm Site;
- (8) Signed certification from the Alarm User stating the following:

- (a) The date of installation, Conversion or Takeover of the Alarm System, whichever is applicable;
  - (b) The name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover and of the Alarm Installation Company responsible for providing repair service to the Alarm System;
  - (c) The name, address, and telephone number of the Monitoring Company if different from the Alarm Installation Company;
  - (d) That a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company; and
  - (e) That the Alarm Installation Company has trained the applicant in proper use of the Alarm System, including instructions on how to avoid False Alarms.
- (9) That law enforcement response may be influenced or prevented by factors including, but not limited to the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, etc.

(G) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Permit shall be sufficient cause for refusal to issue a registration.

(H) An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator of any change that alters any of the information listed on the Alarm Permit application within five (5) business days of such change.

(I) All fines and fees owed by an applicant must be paid before an Alarm Permit may be issued or renewed.

### **SECTION 3.1. ALARM REGISTRATION DURATION AND RENEWAL**

An Alarm Permit shall expire twelve (12) months from the date of issuance, and must be renewed annually by submitting an updated application and a registration renewal fee to the Alarm Administrator. The Alarm Administrator shall notify each Alarm User of the need to renew thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit an application prior to the registration expiration date. Failure to renew will be classified as use of a non-registered Alarm System and may result in:

- (A) Non-response to Alarm Dispatch Requests;
- (B) The assessment of citations and penalties; and
- (C) A \$50.00 late fee may be assessed if the renewal is more than thirty (30) days late

### **SECTION 4. DUTIES OF THE ALARM USER**

(A) An Alarm User shall:

- (1) Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

- (2) Make every reasonable effort to have a Responder to the Alarm System's location within   40   minutes when requested by the law enforcement agency in order to:
    - (a) Deactivate an Alarm System;
    - (b) Provide access to the Alarm Site; and/or
    - (c) Provide alternative security for the Alarm Site.
  - (3) Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was designed to report.
- (B) An Alarm User shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.
- (C) An Alarm User shall not use Automatic Voice Dialers.
- (D) An Alarm User shall maintain at each Alarm Site, a set of written operating instructions for each Alarm System.
- (E) All Alarm Users shall agree with their Alarm Installation Company and/or Monitoring Company to go through an "acclimation period" for the first   10   days after installation of an Alarm System during which time the Alarm Installation Company and/or Monitoring Company will have no obligation to and will not respond to any Alarm Signal from the Alarm Site, excluding Panic, Duress, and Holdup signals and will not make an

Alarm Dispatch Request to law enforcement, even if the Alarm Signal is the result of an actual alarm event. Individuals that have installed their own system as well as firms with proprietary systems shall comply with all of the requirements in this Section for Alarm Users.

## **SECTION 5. DUTIES OF ALARM INSTALLATION COMPANY AND MONITORING COMPANY** (Ref. Occupations Code 1702.286)

(A) Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

- (1) The applicable law relating to False Alarms, including the potential for penalties and revocation or suspension of an Alarm Permit;
- (2) How to prevent False Alarms;
- (3) How to operate the Alarm System; and
- (4) Ensure that all Alarm Users of Alarm Systems equipped with a Duress, Holdup or Panic Alarm are given adequate training as to the proper use of the Duress, Holdup or Panic Alarm.

(B) The Alarm Installation Company shall notify the municipality in which the Alarm System is located of an installation or activation of an Alarm System not later than the 30th day after the date of the installation or activation. The Alarm Installation Company shall provide to the municipality:

- (1) The Alarm Installation Company name;
- (2) The Alarm Installation Company license number;

- (3) The name of the Alarm User at the Alarm Site;
- (4) The Alarm Site address; and
- (5) The date of installation or activation.

(C) An Alarm Installation Company commits a Class C misdemeanor offense if the company violates (A) or (B) of this section.

(D) The duties imposed by this section on an Alarm Installation Company do not apply to the installation or activation of a personal emergency response system, as defined under Texas Occupation Code, Section 1702.331.

(E) Upon the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms prior to enactment of this Ordinance. However, upon the effective date of this Ordinance, when a Takeover or Conversion occurs, an Alarm Installation Company must remove the One Plus Duress Alarm capability from such Alarm Systems.

(F) Upon the effective date of this Ordinance, Alarm Installation Companies shall not install a device to activate a Holdup Alarm, which is a single action, non-recessed button.

(G) An Alarm Installation Company may not install any Alarm System on or after January 1, 2007, that includes a detection device control panel unless the control panel is listed to meet at a minimum the ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction. (Ref. Occupations Code 1702.287)

(H) An Alarm Installation or Monitoring Company shall not use Automatic Voice Dialers.

(I) The Monitoring Company shall not make an Alarm Dispatch Request of a law enforcement agency in response to a burglar alarm signal, excluding Panic, Duress and Holdup signals, during the first 10 days following an Alarm System installation. The Alarm Administrator may grant an Alarm User's request for an exemption from this waiting period based upon a determination that special circumstances substantiate the need for the exemption

(J) A Monitoring Company shall:

- (1) Verify every alarm signal, except Duress or Holdup Alarm activation before requesting a law enforcement response to an Alarm System signal. This will require a minimum of 2 calls being made to the premise or alternate phone number before an Alarm Dispatch Request is made.
- (2) Report alarm signals and dispatch request by using telephone numbers designated by the Alarm Administrator
- (3) Verify every alarm signal, except a Duress or Holdup Alarm activation before requesting a law enforcement response to an Alarm System signal. This will require a minimum of 2 calls being made to the premise or alternate phone number before an Alarm Dispatch Request is made.
- (4) Communicate Alarm Dispatch Requests to the municipality in a manner and form determined by the Alarm Administrator;

- (5) Communicate Cancellations to the municipality in a manner and form determined by the Alarm Administrator;
- (6) Communicate any available information (permit number, north, south, front, back, floor, etc.) about the location on all alarm signals related to the Alarm Dispatch Request;
- (7) Communicate type of alarm activation (silent or audible, interior or perimeter);
- (8) After an Alarm Dispatch Request, promptly advise the law enforcement agency if the Monitoring Company knows that the Alarm User or the Responder is on the way to the Alarm Site;
- (9) Attempt to contact the Alarm User or Responder within 24 hours via mail, fax, telephone or other electronic means when an Alarm Dispatch Request is made;
- (10) Upon the effective date of this Ordinance, Monitoring Companies must maintain for a period of at least one (1) year from the date of the Alarm Dispatch Request, records relating to Alarm Dispatch Requests. Records must include the name, address and telephone number of the Alarm User, the Alarm System Zone(s) activated, the time of Alarm Dispatch Request and evidence of an attempt to Verify. The Alarm Administrator may make a written request for copies of such records for individually named Alarm Users. If the request is made within sixty (60) days of an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty (60) days to one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days of receiving the request; and

- (11) Upon the effective date of this Ordinance, Monitoring Companies must immediately provide the Law Enforcement Authority with the names and phone numbers of the Alarm User's emergency contacts, at the time of the Alarm Dispatch Request or within a reasonable amount of time after the Alarm Dispatch Request if the Law Enforcement Authority calls back to request the information.

(K) An Alarm Installation Company and/or Monitoring Company shall provide the Alarm Administrator with a complete list of active customers, annually, to assist the Alarm Administrator with creating and maintaining the law enforcement's tracking data. The customer information will be provided in a format the Alarm Company is capable of producing and will include the following:

- (1) Permit Number (where applicable)
- (2) Customer name
- (3) Alarm Site address
- (4) Installation or activation date
- (5) Alarm company License number

(L) An Alarm Installation Company and/or Monitoring Company that purchases Alarm System accounts from another entity shall notify the Alarm Administrator of such purchase and provide a complete list of the acquired customers, in a format the Alarm Company is capable of producing, that includes the following:

- (1) Permit Number (where applicable)
- (2) Customer name
- (3) Alarm Site address
- (4) Acquisition date
- (5) Alarm company License number

(M) Information provided to a governmental body under this section is confidential and may not be disclosed to the public except as required by law. (Ref. Occupations Code Sec.1702.284)

## **SECTION 5.1 LICENSE OR LICENSING**

All Alarm Installation Companies and Monitoring Companies shall maintain a License through the Texas Department of Public Safety Private Security Bureau. (Ref. Occupations Code Sec. 1702.102)

## **SECTION 6. DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR**

(A) The Alarm Administrator shall:

- (1) Designate a manner, form and telephone numbers for the communication of Alarm Dispatch Requests; and
- (2) Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

(B) The Alarm Administrator shall establish a procedure to record such information on Alarm Dispatch Requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below.

- (1) Identification of the Alarm Permit number for the Alarm Site;
- (2) Identification of the Alarm Site;
- (3) Date and time Alarm Dispatch Request was received, including the name of the Monitoring Company and the Monitoring operator name or number;
- (4) Date and time of law enforcement officer arrival at the Alarm Site;
- (5) Zone and Zone description, if available;
- (6) Weather conditions;
- (7) Name of Alarm User's representative at Alarm Site, if any;
- (8) Identification of the responsible Alarm Installation Company or Monitoring Company;
- (9) Whether law enforcement officer was unable to locate the address of the Alarm Site; and
- (10) Cause of alarm signal, if known.

(C) The Alarm Administrator shall establish a procedure for the notification to the Alarm User of a False Alarm. The notice shall include the following information:

- (1) The date and time of law enforcement response to the False Alarm;
- (2) The identification number of the responding law enforcement officer; and
- (3) A statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fines.

(D) The Alarm Administrator may create and implement an Alarm User Awareness Class. The Alarm Administrator may request the assistance of Associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the problems created by False Alarms and teach Alarm Users how to avoid generating False Alarms.

(E) The Alarm Administrator may require an Alarm User to remove a Holdup Alarm that is a single action, non-recessed button, if a false Holdup Alarm has occurred.

(F) The Alarm Administrator will make a copy of this Ordinance and/or an Ordinance summary sheet available to the Alarm User.

## **SECTION 7. FINES**

(A) An Alarm User shall be subject to fines, depending on the number of False Alarms within the previous 12-month period based upon the following schedule: (Ref. Local Government Code 214.197)



<u># Of False Alarms</u>	<u>Fine</u>
1 – 3 false alarms	\$0
4 – 5 false alarms	\$ 50.00 each
6 – 7 false alarms	\$ 75.00 each
8 false alarms and above	\$100.00 each

(B) An Alarm User may be fined fifty (\$50.00) dollars for failure to provide a Responder when requested by Law Enforcement Authority.

(C) An Alarm User may have the option of completing an Alarm User Awareness Class in lieu of paying one prescribed fine.

(D) If Cancellation occurs prior to law enforcement arriving at the scene, this is not a False Alarm for the purpose of fines, and no fines will be assessed.

(E) If law enforcement takes longer than thirty (30) minutes to respond to the Alarm Dispatch Request, this is not a False Alarm for the purpose of fines, and no fines will be assessed. (Ref. Local Government Code 214.196)

(F) Notice of the right of Appeal under this ordinance will be included with any fines.

## **SECTION 8. NOTIFICATION**

The Alarm Administrator shall notify the Alarm User in writing after each False Alarm. The notification shall include: the amount of the fine for the False Alarm, notice that the Alarm User can attend Alarm User Awareness Class to waive a fine, the fact that response will be suspended after the eighth (8<sup>th</sup>) False Alarm, excluding Duress, Holdup and Panic Alarms, and a description of the appeals procedure available to the Alarm User.

The Alarm Administrator will notify the Alarm User and the Alarm Installation Company or Monitoring Company in writing thirty (30) days before alarm response is to be suspended. Suspension of alarm response does not apply to Duress, Holdup and Panic Alarms. This notice of suspension will also include the amount of the fine for each False Alarm and a description of the appeals procedure available to the Alarm User and the Alarm Installation Company or Monitoring Company.

## **SECTION 9. SUSPENSION OF RESPONSE**

(A) The Alarm Administrator may suspend law enforcement response to an Alarm Site by revoking the Alarm Permit if it is determined that:

- (1) The Alarm User has had at a minimum, eight (8) or more False Alarms in the previous twelve (12) month period; (Ref. Local Government Code 214.195)
- (2) There is a statement of a material fact known to be false in the application for a registration;
- (3) The Alarm User has failed to make timely payment of a fine assessed under Section 7 or fee assessed under Section 3; or
- (4) The Alarm User has failed to submit a written certification from an Alarm Installation Company that complies with the requirements of this article, stating that the Alarm System has been

inspected and repaired (if necessary) and/or the Alarm Installation Company has conducted additional training.

(B) A Person commits an offense if he/she operates an Alarm System during the period in which the Alarm Permit is revoked and is subject to enforcement and penalties set in Sections 7 and 12.

(C) Unless there is separate indication that there is a crime in progress, the Law Enforcement Authority will refuse law enforcement response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Permit is revoked.

(D) If the Alarm Permit is reinstated pursuant to Section 11, the Alarm Administrator may again suspend law enforcement response to the Alarm Site by again revoking the Alarm Permit if it is determined that eight (8) False Alarms have occurred within the previous twelve (12) months after the reinstatement date.

## **SECTION 10. APPEALS**

(A) If the Alarm Administrator assesses a fine or denies the issuance, renewal or reinstatement of an Alarm Permit, the Alarm Administrator shall send written notice of the action and a statement of the right to an appeal to the affected applicant or Alarm User and the Alarm Installation Company and/or Monitoring Company.

(B) The Alarm User, Alarm Installation Company or Monitoring Company may appeal an assessment of a fine or the revocation of an Alarm Permit to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fine or notice of revocation.

(C) The Alarm User or the Alarm Installation Company or Monitoring Company may appeal the decision of the Alarm Administrator to the Law Enforcement Authority as follows:

- (1) The applicant, Alarm User, Alarm Installation Company or the Monitoring Company may file a written request for a review by paying an appeal fee of twenty-five (\$25) dollars and setting forth the reasons for the appeal within twenty (20) business days after the date of notification of the decision from the Alarm Administrator. Appeal fees will be returned to the appealing Alarm User, Alarm Installation Company or Monitoring Company if the appeal is upheld.
- (2) The Law Enforcement Authority shall conduct a formal hearing within thirty (30) days of the receipt of the request and consider the evidence by any interested Person(s). The Municipal Judge will be the Hearing Official. This Official will have authority to conduct such hearings. This person will make a decision based on the preponderance of evidence presented at the hearing. The Law Enforcement Authority must render a decision within fifteen (15) days after the date of the hearing either affirming or reversing the decision of the Hearing Official.

(D) Filing of a request for appeal shall stay the action by the Alarm Administrator revoking an Alarm Permit or requiring payment of a fine, until the Law Enforcement Authority has completed its review. If a request for appeal is not made within the twenty (20) business day period, the action of the Alarm Administrator is final.

(E) Alarm Administrator or Law Enforcement Authority may adjust the count of False Alarms based on:

- (1) Evidence that a False Alarm was caused by an Act of God;
- (2) Evidence that a False Alarm was caused by action of the telephone company;

- (3) Evidence that a False Alarm was caused by a power outage lasting longer than four (4) hours;
- (4) Evidence that the Alarm Dispatch Request was not a False Alarm;
- (5) Evidence that the law enforcement officer response was not completed in thirty (30) minutes or less; and/or (Ref. Local Government Code 214.196)
- (6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period shall be counted as one False Alarm; to allow the Alarm User time to take corrective action unless the False Alarms are directly caused by the Alarm User.

## SECTION 11. REINSTATEMENT

A Person whose Alarm Permit has been revoked may, at the discretion of the Alarm Administrator or the Law Enforcement Authority, have the Alarm Permit reinstated by the Alarm Administrator or the Law Enforcement Authority if the Person:

(A) Submits a new application and pays a fifty (\$50.00) dollar for residential and one hundred (\$100.00) dollar for commercial reinstatement fee;

(B) Pays, or otherwise resolves, all outstanding citations and fines;

(C) Submits a certification from an Alarm Installation Company, stating that the Alarm System has been repaired or adjusted in an attempt to eliminate False Alarms, and that the Alarm Permit holder has been made aware of behavioral issues that may cause False Alarms. This should include but is not limited to the effects of pets, home decorations, changes in the environment on security devices; as well as the need to train anyone that has access to the premises in the proper operation of the Alarm System; and to provide them with a code to arm/disarm the Alarm System and a password to identify themselves to the Monitoring Company in an alarm situation;

(D) Submits a certification from an Alarm Installation Company per the requirements of Texas Occupations Code, Section 1702.286 pertaining to the Alarm Company providing the Alarm User information on:

- (1) The law relating to False Alarms, including potential penalties and the revocation or suspension of an Alarm Permit;
- (2) How to prevent false alarms; and
- (3) How to properly operate the alarm system

(E) Attends an Alarm User Awareness Class developed by the Alarm Vendor.

***(F) If the Alarm Permit is revoked a second time in the following 12 month period due to excessive False Alarms, the Permit Holder must comply with all of the above referenced items and replace the Control Panel and Arming Station(s) with equipment that meet the requirements of the American National Standards – SIA CP-01 Control Panel Standard Features for False Alarm Reduction. The Alarm Installation Company must certify these equipment upgrades in writing.***

## SECTION 12. ENFORCEMENT AND PENALTIES

Enforcement of this Ordinance may be by civil action as provided in [\*], under municipal law.

\* Reference appropriate section of your municipal or state penal code.

### **SECTION 13. CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the Alarm Permit applications, records relating to Alarm Dispatch Requests and applications for appeals shall be held in confidence by all employees or representatives of the municipality and by any third-party administrator or employees of a third-party administrator with access to such information. The provisions of Texas Occupations Code 1702.284 shall apply to all records obtained or archived by this ordinance. This information shall not be subject to public inspection. Public interest is served by not disclosing said information to the public and clearly outweighs the public interest served by disclosing said information.

### **SECTION 14. GOVERNMENT IMMUNITY**

Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Permit, the Alarm User acknowledges that law enforcement response may be influenced or prevented by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

### **SECTION 15. SEVERABILITY**

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any Person or circumstance is invalid, the remaining provisions and the application of those provisions to other Persons or circumstances are not affected by that decision.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

This Ordinance shall take effect \_\_\_\_\_.

\_\_\_\_\_  
ATTEST: Ben Medina  
City Administrator

\_\_\_\_\_  
Gustavo Olivares  
Mayor

H 13

**SERVICE AGREEMENT**

I. PURPOSE. The City of Rio Hondo is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before The City of Rio Hondo will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. RESTRICTIONS, The following unacceptable practices are prohibited by State regulations.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection, which allows water to be returned to the public drinking water supply, is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between The City of Rio Hondo (the Water System) and \_\_\_\_\_ (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **ACUERDO DE SERVICIO**

**YO.PROPÓSITO.** City Of Rio Hondo es responsable de proteger el suministro de agua potable de la contaminación o contaminación, que podría resultar de la construcción o configuración inadecuada del sistema privado de distribución de agua. El propósito de este acuerdo de servicio es notificar a cada cliente de las restricciones, que están en vigor para proporcionar esta protección. La empresa de servicios públicos aplica estas restricciones para garantizar la salud pública y el bienestar. Cada cliente debe firmar este acuerdo antes de que City of Rio Hondo comience el servicio. Además, cuando el servicio a una conexión existente ha sido suspendido o terminado, el sistema de agua no restablecerá el servicio a menos que tenga una copia firmada de este acuerdo.

**II.RESTRICCIONES.** Las siguientes prácticas inaceptables están prohibidas por las regulaciones estatales.

- A. No se permite ninguna conexión directa entre el suministro público de agua potable y una posible fuente de contaminación. Las posibles fuentes de contaminación se aislarán del sistema público de agua mediante una vía aérea o un dispositivo adecuado de prevención del flujo posterior.
- B. No se permite la interconexión entre el suministro público de agua potable y un sistema de agua privado. Estas amenazas potenciales para el suministro público de agua potable se eliminarán en la conexión de servicio mediante la instalación de un airgap o un dispositivo de prevención de flujo de marcha atrás de zona de presión reducida.
- C. No se permite la conexión, que permite devolver el agua al suministro público de agua potable.
- D. No se podrá utilizar ningún accesorio de tubería o tubería que contenga más del 0,25% de plomo para la instalación o reparación de tuberías en cualquier conexión que proporcione agua para uso humano.
- E. No se puede utilizar soldadura ni fundente que contenga más del 0,2% de plomo para la instalación o reparación de tuberías en cualquier conexión que proporcione agua para uso humano.

**III.ACUERDO DE SERVICIO.** A continuación se presentan los términos del acuerdo de servicio entre City of Rio Hondo (el sistema de agua) y \_\_\_\_\_

- A. El Sistema de Agua mantendrá una copia de este acuerdo siempre y cuando el Cliente y/o las instalaciones estén conectadas al Sistema de Agua.
- B. El Cliente permitirá inspeccionar su propiedad en busca de posibles cruces y otros posibles riesgos de contaminación. Estas inspecciones serán realizadas por el Sistema de Agua o su agente designado antes de iniciar el nuevo servicio de agua; cuando hay razones para creer que existen conexiones cruzadas u otros peligros potenciales de contaminación; o después de cualquier cambio importante en las instalaciones privadas de distribución de agua. Las inspecciones se llevarán a cabo durante el horario comercial normal del Sistema de Agua.
- C. El Sistema de Agua notificará por escrito al Cliente cualquier interconexión u otro riesgo potencial de contaminación, que haya sido identificado durante la inspección inicial o la reinspección periódica.
- D. El Cliente eliminará inmediatamente o aislará adecuadamente cualquier posible conexión cruzada u otros riesgos potenciales de contaminación en sus instalaciones.
- E. A su cargo, el Cliente instalará, probará y mantendrá correctamente cualquier dispositivo de prevención de flujo de marcha atrás requerido por el Sistema de Agua. Se facilitarán copias de todos los registros de ensayo y mantenimiento al Sistema de Agua.

**IV.ENFORCEMENT.** Si el Cliente no cumple con los términos del Acuerdo de Servicio, el Sistema de Agua, a su elección, rescindirá el servicio o instalará, probará y mantendrá correctamente un dispositivo de prevención de backflow adecuado en la conexión de servicio. Los gastos asociados con la ejecución de este acuerdo se facturarán al Cliente.

FIRMA DEL CLIENTE: \_\_\_\_\_ FECHA: \_\_\_\_\_