

**CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
ADDENDUM TO THE AGENDA
COUNCIL CHAMBERS - CITY HALL
109 WEST BROADWAY
TUESDAY, DECEMBER 13, 2016 - 6:30 P.M.**

**AGENDA
DESCRIPTION**

ITEM NO.

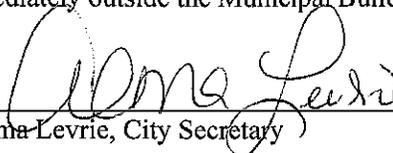
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1. CALL TO ORDER
 2. ROLL CALL
 3. INVOCATION - Pastor Martin Seca, Living Stone Worship Center
 4. PLEDGE OF ALLEGIANCE
 5. **ORDINANCES**
(ACTION MAY BE TAKEN ON THESE MATTERS)
 - a. O: 2016 - 156 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing City Manager Henry Arredondo and City Secretary Alma Levrie to Execute and Attest to, Respectively, a Contract Sale Agreement Between the City of Del Rio and San Felipe Holdings, LLC. for Tract One 8.421 Acres of Land and Tract Two 73.22 Acres of Land at the San Felipe Springs Golf Course - Esmeralda Meza, Community Services
 6. **RESOLUTIONS**
(ACTION MAY BE TAKEN ON THESE MATTERS)
 - a. R: 2016 - 076 A Resolution by the City Council of the City of Del Rio, Providing for Mayor Robert Garza's Appointment and City Council Confirmation to Fill a Vacancy to the International Airport Commission, Place 4 - Robert Garza, Mayor
 7. **OTHER BUSINESS**
(ACTION MAY BE TAKEN ON THESE MATTERS)
 - a. Discussion and Possible Action Regarding Annexation - Janice Pokrant, City Planner
 - b. Discussion and Possible Action to ascertain if Council would like to join the other Cities in Supporting the Cornyn Bill to Promote Public-Private Partnerships at Border Passes Senate - Robert Garza, Mayor
 - c. Discussion and Possible Action on Proposed City of Del Rio Charter Amendments and Formation of a Charter Review Committee - Rowland Garza, Councilperson-at-Large, Place B
 8. **EXECUTIVE SESSION**
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. End of Probationary Review of Alma Levrie, City Secretary
- b. Formal Evaluation of Henry Arredondo, City Manager

9. **ADJOURNMENT**

* NOTE: The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

I, Alma Levrie, City Secretary, hereby certify that the above agenda was posted on the bulletin board in the Municipal Building and on the bulletin board immediately outside the Municipal Building on or before 6:00 p.m. on the 9 day of December 2016.


Alma Levrie, City Secretary

Meeting Date: 12/13/2016

Submitted By: Esmeralda Meza, Community Services Director, COMMUNITY SERVICE

Information

SUBJECT:

O: 2016 - 156 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing City Manager Henry Arredondo and City Secretary Alma Levrie to Execute and Attest to, Respectively, a Contract Sale Agreement Between the City of Del Rio and San Felipe Holdings, LLC. for Tract One 8.421 Acres of Land and Tract Two 73.22 Acres of Land at the San Felipe Springs Golf Course - Esmeralda Meza, Community Services

SUMMARY:

Real Property Matter Pertaining to the Possibility of City of Del Rio to Purchase Additional Abutting Acreage, including Existing Structures, for Future Expansion at the San Felipe Springs Golf Course

BACKGROUND:

Seller sells and agrees to convey, and Buyer agrees to pay for, the tract of land containing approximately 81.641 acres of land located in Val Verde County, Texas being more particularly described as follows:

- **Tract One:8.421 Acres of Land (including improvements):***Being a 7.89 acre and 0.531 acre tract of land, out of Abstract 1614, Survey 184, Del Rio, Val Verde County, Texas; and*
- **Tract Two:73.22 Acres of Land (including improvements):** *Being a 40.38 acre tract of land out of Abstract 1614, Survey 184, and a 32.84 acre tract being Lot 4, Block 107, San Felipe Ranch Estates, Del Rio, Val Verde County, Texas.*

This sale and purchase include all rights and appurtenances pertaining to the property, including any right, title or interest of Seller in adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the property.

DISCUSSION:

Amount of Sales Price: \$1,575,000

Notwithstanding the above, if the survey of the Property to be furnished by Seller to Buyer, as provided below, reflects that the number of net acres is less than 81.641 acres, the sales price will be reduced by the product of sales price per acre times the number of net acres of the Property less than 81.641. Any adjustment will be made to the payment referred to in Paragraph 2.02 of this Contract.

2.02 The Sales Price will be payable in the full amount by check at closing.

PROS:

Money has been designated for the purchase.
Promote economic development.
Promote tourism.

CONS:

Price \$1,575,000

RECOMMENDATION:

Staff recommends moving forward with the contract sale.

Fiscal Impact

FISCAL IMPACT:

\$1,575,000

Attachments

O2016-156 sales agreement
Agreement

ORDINANCE NO. O: 2016 – 156

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO AND CITY SECRETARY ALMA LEVRIE TO EXECUTE AND ATTEST TO, RESPECTIVELY, A CONTRACT SALE AGREEMENT BETWEEN THE CITY OF DEL RIO AND SAN FELIPE HOLDINGS, LLC. FOR TRACT ONE 8.421 ACRES OF LAND AND TRACT TWO 73.22 ACRES OF LAND AT THE SAN FELIPE SPRINGS GOLF COURSE.

WHEREAS, the City Council of the City of Del Rio’s desire is to continue to support the improvement and expansion of the San Felipe Springs and Golf Course while encouraging responsible development to meet the opportunities of Del Rio’s future; and

WHEREAS, the City Council of the City of Del Rio has all right, power and authority concerning the operation, control and management of the Del Rio International Airport as provided for in City of Del Rio

WHEREAS, the City Council of the City of Del Rio is authorized to enter into this agreement in with San Felipe Holdings, LLC.

WHEREAS, the City Council of the City of Del Rio believes it is in the best interest of the City of Del Rio to execute a contract sale Agreement between the City of Del Rio and San Felipe Springs Golf Course for Tract One 8.421 acres of land and Tract Two 73.22 Acres 1.73 acres of land at the .

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

City Manager Henry Arredondo and City Secretary Alma Levrie are here by authorized and directed to execute and attest to respectively, a Commercial Ground Lease Agreement between the City of Del Rio and for approximately 1.73 acres of land at the Del Rio International Airport.

PASSED AND APPROVED on this the 13th day of December 2016.

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

**REVIEWED AS TO FORM AND
LEGALITY:**

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

County of Val Verde, Texas

This CONTRACT OF SALE is entered into by and between the City of Del Rio, (hereinafter PURCHASER), a municipal corporation of Texas, of 109 W. Broadway Street, Del Rio, Texas to purchase and _____ (hereinafter SELLER) to sell all interested SELLER has retained, acquired or otherwise obtained in the following Property, on the terms set forth in this Contract.

ARTICLE I PURCHASE AND SALE

1.01 Seller sells and agrees to convey, and Buyer agrees to pay for, the tract of land containing approximately 81.641 acres of land located in Val Verde County, Texas being more particularly described as follows:

- **Tract One: 8.421 Acres of Land (including improvements):** *Being a 7.89 acre and 0.531 acre tract of land, out of Abstract 1614, Survey 184, Del Rio, Val Verde County, Texas; and*
- **Tract Two: 73.22 Acres of Land (including improvements):** *Being a 40.38 acre tract of land out of Abstract 1614, Survey 184, and a 32.84 acre tract being Lot 4, Block 107, San Felipe Ranch Estates, Del Rio, Val Verde County, Texas.*

This sale and purchase include all rights and appurtenances pertaining to the property, including any right, title or interest of Seller in adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the property.

The real property described above, and any rights or appurtenances are referred to in this Contract as the "Property."

ARTICLE II SALES PRICE

2.01 Amount of Sales Price: \$1,575,000

Notwithstanding the above, if the survey of the Property to be furnished by Seller to Buyer, as provided below, reflects that the number of net acres is less than 81.641 acres, the sales price will be reduced by the product of sales price per acre times the number of net acres of the Property less than 81.641. Any adjustment will be made to the payment referred to in Paragraph 2.02 of this Contract.

2.02 The Sales Price will be payable in the full amount by check at closing.

ARTICLE III PARTY'S OBLIGATIONS

Conditions to Buyer's Obligations

3.01 The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions:

Preliminary Title Report

3.02 Buyer will obtain from a title company a preliminary title report (the "Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the property. In the event that the condition of title as set forth in the title binder is not satisfactory, Seller will promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event that Seller chooses not to do so within 10 days after receipt of written notice, the Contract will be terminated. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

Survey

3.03 Within 30 days from the date of this Contract, Seller, at Seller's initial expense, will provide a current plat of survey of the Property, prepared by a licensed Texas land surveyor acceptable to Buyer. The survey will be staked on the ground, and the plat will show the location of all improvements, highways, streets, roads, railroads, creeks, rivers, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any. The survey will contain the surveyor's certification that there are no encroachments on the property and will set forth the number of total acres comprising the Property, together with a metes and bounds description.

3.03 (a) Buyer will have 10 days after receipt of the survey to review and approve it. In the event any portion of the survey is unacceptable to Buyer, Buyer must, within the 10-day period, give seller written notice of that fact. Seller will promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Buyer. In the event Seller chooses not or is unable to do so within 10 days after receipt of written notice, Buyer may terminate this Contract. Buyer's failure to give Seller this written notice will be deemed to be Buyer's acceptance of the survey.

New Surveys and Tests

3.04 Within 90 days after the date of this Contract, Buyer may conduct an engineering survey and feasibility study of the property. Buyer or Buyer's agents may enter on the premises for purposes of soil analysis, core drilling, or other tests, as required. If, in Buyer's judgment, the property is not suitable for Buyer's intended purposes, on written notice to Seller received before 120 days from the date of this Contract, Buyer may terminate this Contract. If the written notice

is not received within this 120 day period, the condition made known to Buyer and included in the study pursuant to this provision will be deemed acceptable and an objection to such condition will be deemed waived.

Acceptability of Financing

3.05 Within 120 days after the date of this Contract, if Buyer, in Buyer's opinion, has not been able to obtain satisfactory financing to purchase the Property and perform the Buyer's preferred uses of said property, Buyer may terminate this contract, on written notice to Seller within 120 days from the date of this Contract.

Estoppel Letters

3.06 Seller will deliver to Buyer within 30 days of execution of this Contract by Buyer an "estoppel letter" signed by the holders of any existing indebtedness secured by the Property, stating that, (i) as of the closing date, no default exists under either the deed of trust or mortgage notes or any instruments securing the payment of these instruments; (ii) all installments of principal and interest payable to the date of closing have been paid; (iii) the amount of the unpaid balance of the note; and (iv) there have been no modifications or amendments to these deed of trust or mortgage instruments.

3.06 (a) Seller will further deliver to Buyer within 30 days of execution of this Contract by Buyer an "estoppel letter" signed by the holders of any existing leases or rentals in relation to any portion of the property, stating (i) whether the tenant's lease is in full force and effect and has not been assigned, modified, supplemented or amended; (ii) whether all conditions under the lease to be performed by the landlord have been satisfied; (iii) whether any required contributions by the landlord to the tenant on account of the tenant's improvements have been received by the tenant; (iv) whether there are any existing claims, defenses or offsets which the tenant has against the enforcement of the lease by the landlord; (v) whether any rent or related payment obligation has been paid more than one month in advance; and (vi) whether any security has been deposited with the landlord.

Books and Records of Management

3.07 Seller will deliver to Buyer within 30 days after execution by Buyer of this Contract of copies of all books and records relating to the management of the Property during the past 10 years and showing the current status of each lessee of the Property (or any portion of the Property) during this period.

3.08 Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing. Failure to comply with any of the covenants, agreements, and

conditions required by this Contract will be considered a default and will terminate Buyer's responsibilities herein. Buyer will have the power, exercisable by written notice to Seller, to cancel the closing, terminate this agreement, and recover any amounts paid by Buyer to Seller on the sales price of the Property. Buyer's exercise of this power, however, will not constitute a waiver of any rights Buyer may have against Seller for breach of this Contract.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller represents and warrants to Buyer, as of the closing date, as follows:

(1) The attached Exhibit ____, attached and incorporated herein by reference, is a complete list of all leases, tenancies, rental agreements, and concession agreements presently encumbering the Property. Seller further warrants that:

(a) No person or other legal entity has title or right to possession of the Property or any portion of the Property as a lessee, tenant, or concessionaire of Seller, except as shown on Exhibit ____; and

(b) All the leases, tenancies, rental agreements, and concession agreements shown on Exhibit ____ are now in effect. Seller is not in default in the performance of any of these agreements. Further, no tenant, lessee, or concessionaire is entitled to any rebate, concession, or other benefit except as set forth in the agreements referred to in Exhibit ____; and

(c) The rentals and other sums due or to become due under the agreements referred to in Exhibit ____ have not been assigned or encumbered by Seller and will not be assigned or encumbered by Seller before settlement.

(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part of it, nor to the best knowledge of Seller is any proceeding or assessment contemplated by any governmental authority;

(3) Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;

(4) There are water, sewer, and electricity lines to the Property that are available for "tap in" by the Buyer and that are sufficient for service on the Property; and

(5) The Property has free access to and from public highways, streets or roads, and to the Seller's best knowledge, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

Warranty as to Insurance

4.2 Seller warrants that a complete list of all insurance policies insuring the Property is attached as Exhibit _____, and incorporated in this Agreement by reference. This list shows, for each policy, (a) the policy's number, (b) the name of the issuing insurance company, (c) the policy's term and expiration date, (d) the policy's premiums, and (e) the policy's general nature.

Warranty as to Service and Other Contracts

4.3 Seller warrants that a complete list of all service and other agreements pertaining to the Property is attached as Exhibit _____, and incorporated in this agreement by reference. This list shows, for each agreement, (a) the names of the parties, (b) the service rendered or to be rendered, (c) the compensation payable by Seller under each agreement; and (d) the agreement's term and expiration date.

Agreement to Maintain Condition of Property

4.4 Seller agrees that until closing and delivery of possession of the Property to Buyer as provided in this Contract, Seller will:

- (1) Perform all obligations arising under the agreements, and other relationships described in Exhibits _____ through _____.
- (2) Maintain the property in good repair and in the same condition, reasonable wear and tear excepted, as it was at the time the Contract was signed.
- (3) Not enter into any additional leases or agreements pertaining to the Property before closing without Buyer's consent in writing.

Agreement to Inventory Personal Property

4.5 Seller agrees to prepare jointly with Buyer and deposit with Southwest Abstract Company, within 30 days after execution of this Contract a complete inventory of all personal property owned by Seller and used in connection with the operation of real property described in this Contract.

Indemnity Agreement

4.6 Seller agrees to indemnify and hold Buyer and the Property free of any liability arising because of a breach of lease, breach of contract, or other

matter related to the Property that occurred or is alleged to have occurred in regards to any leases in relation to the Property in place at time of purchase.

ARTICLE V CLOSING

5.1 The closing will be held at the office of Southwest Abstract Company, 115 E. Losoya Street, Del Rio, Texas, on or before _____ or at the date, time, and place agreed by Buyer and Seller in writing. At the closing the Seller will:

(1) Deliver to Buyer a properly executed and acknowledged General Warranty Deed conveying marketable title in fee simple to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, restrictions, except for any exceptions approved by Buyer in accordance with Article III of this Contract and any exceptions approved by Buyer in writing.

(2) Deliver to Buyer a Texas Owner's Title Policy, expense to be split between the parties upon closing, issued by Southwest Abstract Title Company, 115 E. Losoya Street, Del Rio, Texas, in Buyer's favor in the full amount of the sales price, insuring Buyer's fee simple title to the Property subject to the title exceptions listed in Article V of this Contract, to any other exceptions approved in writing by Buyer, and to the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (a) The boundary and survey exceptions will be deleted;
- (b) The exception as to restrictive covenants will be endorsed "None of Record"; and
- (c) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."

(3) Deliver possession of the Property; and

(4) Deliver to Buyer a written assignment, in a form to be approved by Buyer's attorney, executed and acknowledged by Seller, assigning to Buyer all of Seller's rights and title in the leases encumbering the Property; and

(5) Deliver to Buyer a bill of sale executed by Seller conveying to Buyer title to all personal property used in connection with the management of the real property, as listed in the inventory herein mentioned.

5.2 Buyer will pay the sales price to Seller at closing.

Prorations

5.3 There will be prorated between Seller and Buyer at settlement on the basis of 30-day months:

- (1) Tax Proration. Seller acknowledges that Buyer does not pay ad valorem taxes on any property owned by it and will not owe ad valorem taxes on the Property following Closing. All ad valorem taxes levied or assessed against the Property by the city, county, state or other taxing authority through Closing shall be paid by Seller on the basis of the latest available tax assessments at the Closing, and will be adjusted in cash at the Closing. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the proration in cash within thirty (30) days of when the actual assessment and taxes are known. This provision survives Closing.
- (2) Premiums on all insurance policies insuring the Property against damage or destruction that have been approved by and are being transferred to Buyer.
- (3) All rentals accruing under the leases encumbering the Property for the period in which settlement occurs.
- (4) Charges accruing for the period in which closing occurs on service and other contracts approved by Buyer and listed on attached schedule, marked Exhibit _____.

5.4 All costs and expenses of closing in consummating the sale and purchase of the Property will be shared in equal portions as follows:

- (a) Owner's Title Policy
- (b) Documentary stamp or other transfer taxes
- (c) Survey
- (d) Filing Fees
- (e) Environmental Study Commissioned by Buyer

5.5 All other costs, including attorneys' fees, and document preparation and delivery will be borne by the party incurring such cost respectively.

5.6 Any bonds, improvement assessments, or liens that are attached to the Property at closing will be assumed by Seller at closing.

ARTICLE VI REAL ESTATE COMMISSIONS

6.1 There have been no brokers involved in the negotiation and consummation of this Contract.

Any commission owed by brokers or agents will be solely the responsibility of Seller and not part of this Contract or the closing documents. Seller agrees to indemnify and hold harmless Buyer from any claims for these commissions. Each of the parties represents to the other that it has not incurred and will not incur any liability or brokerage fees or agent's commissions in connection with this Contract other than the liability of Seller as set forth in the paragraph.

ARTICLE VII BREACH BY SELLER

7.1 If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason, except Buyer's default, Buyer may: (1) enforce specific performance of this Contract or (2) bring suit for damages against Seller.

ARTICLE VIII BREACH BY BUYER

8.1 In the event Buyer fails to consummate the purchase of the Property, and this Contract has not been terminated under any of the conditions of Article III or any other right on the part of the Buyer either under this Contract or under common law, if Seller is not in default under this Contract, Seller will have the right to bring suit for damages against Buyer.

ARTICLE IX MISCELLANEOUS

Survival of Covenants

9.1 This Contract may not be assigned without the express written consent of both parties. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by the Contract, will survive the closing.

Notice

9.2 Any notice required or permitted to be delivered under this Contract will be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to either Buyer or Seller, as appropriate at the addresses set forth opposite the signature of that party.

Texas Law to Apply

9.3 This Contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created herein are performable in Val Verde County, Texas. The sole venue for any suit based upon, arising out of, or relating to the Contract shall lie exclusively in Val Verde County, Texas.

Parties Bound

9.4 This contract will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Contract.

Invalid Provisions

9.5 In case any one or more of the provisions contained in this Contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

Prior Contracts Superseded

9.6 This Contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

Time of the Essence

9.7 Time is of the essence in this Contract.

Memorandum of Contract

9.8 On request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.

Time Limit

9.9 In the event a fully executed copy of this Contract has not been returned by Buyer by _____, Buyer will have the right to terminate this Contract on written notice to Seller.

Risk of Loss

9.10 Seller will bear the risk of loss or damage to the premises from all causes until the closing date. If, before the closing date, all or part of the premises are damaged by fire or by any other cause, Seller will promptly notify Buyer in writing of this damage. After notice of this damage (from Seller or otherwise), Buyer will have the option to require Seller either (i) to repair and restore the damaged portion of the premises to its condition immediately before this casualty, or

(ii) to convey the premises, on the closing date, to Buyer in damaged condition and to assign to Buyer all of Seller's rights in any claims Seller may have under the insurance policies covering the premises, or (iii) Buyer may, at its option, terminate this Contract by written notice delivered to Seller, with a copy to Southwest Abstract Company. In that case, this Agreement will be void for all purposes.

In the event of this damage, on the Buyer's request, Seller will immediately provide Buyer with a copy of all insurance policies covering the premises. If Buyer elects to require Seller to repair the premises, Seller will promptly begin these repairs and will pursue their completion with due diligence. If this repair will not be completed to Buyer's reasonable satisfaction on or before the closing date, Buyer will have the right, but not the obligation, to delay the closing until all the repairs have been completed by Seller or until an earlier date that Buyer deems appropriate.

Warranty of Authority

9.11 Seller warrants that it is a duly organized, validly existing limited partnership in good standing under the laws of Texas; that its signatories to this Agreement are all of the general partners authorized to execute this Agreement; and that the certificate of limited partnership is attached to and hereby incorporated in this Agreement as Exhibit _____ is currently in full force and effect.

Date: _____

SELLER:

_____ (Signature)

_____ (Printed Name)

_____ (Signature)

_____ (Printed Name)

_____ (Signature)

_____ (Printed Name)

_____ (Address)

BUYER:

_____ (Signature)

_____ (Printed Name and Office)

_____ (Address)

City Council Special

6. a.

Meeting Date: 12/13/2016

Submitted By: Amelia Moreno, Executive Secretary, Administration

Information

SUBJECT:

R: 2016 - 076 A Resolution by the City Council of the City of Del Rio, Providing for Mayor Robert Garza's Appointment and City Council Confirmation to Fill a Vacancy to the International Airport Commission, Place 4 - Robert Garza, Mayor

SUMMARY:

Discussion and possible action on a resolution by the City Council of the City of Del Rio, providing for the appointment of one citizen to fill the International Airport Commission, Place 4.

BACKGROUND:

The City Code provides for the Mayor's appointment of the members to the Del Rio International Airport Commission, subject to confirmation by the City Council.

DISCUSSION:

Del Rio Code of Ordinances, Chapter 7, Article IV, Section 7-123 of the City Code provides for the Mayor's appointment of the members to the Del Rio International Airport Commission, subject to confirmation by the City Council. Dr. Susan Taylor resign from the board.

PROS:

By passing this resolution and appointing a member to the International Airport Commission, Place 4, the Airport Commission will gain a dedicated member that will provide invaluable advice concerning Del Rio International Airport matters.

CONS:

None

RECOMMENDATION:

Staff recommends the approval of a resolution by the City Council of the City of Del Rio, providing for the appointment of one citizen as member to the International Airport Commission, Place 4.

Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact to the City of Del Rio associated with the passing of this Resolution.

Attachments

R2016-076 IAC appointment

RESOLUTION NO. R: 2016 – 076

A RESOLUTION BY THE CITY COUNCIL OF DEL RIO, TEXAS PROVIDING FOR MAYOR ROBERT GARZA'S APPOINTMENT AND CITY COUNCIL CONFIRMATION TO FILL A VACANCY TO THE INTERNATIONAL AIRPORT COMMISSION, PLACE 4

WHEREAS, Section 7-123 of the City of Del Rio Code provides for the Mayor's appointment of the members to the Del Rio International Airport Commission, subject to confirmation by the City Council; and

WHEREAS, the City Council of the City of Del Rio does desire to appoint a citizen to Place 4 of the International Airport Commission as an advisor to City Council and Staff concerning the operations of the Del Rio International Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS THAT:

The appointment of a member of the International Airport Commission, Place 4, term set to expire in two years from December 7th, 2016 through December 7th, 2018 is hereby confirm.

PASSED AND APPROVED on this the 13th day of December 2016.

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

City Council Special

7. a.

Meeting Date: 12/13/2016

Information

Subject

Discussion and Possible Action Regarding Annexation - Janice Pokrant, City Planner

Attachments

No file(s) attached.

City Council Special

7. b.

Meeting Date: 12/13/2016

Submitted By: Sheris Moreno, Executive Secretary, Administration

Information

SUBJECT:

Discussion and Possible Action to ascertain if Council would like to join the other Cities in Supporting the Cornyn Bill to Promote Public-Private Partnerships at Border Passes Senate - Robert Garza, Mayor

SUMMARY:

N/A

BACKGROUND:

N/A

DISCUSSION:

N/A

PROS:

N/A

CONS:

N/A

RECOMMENDATION:

N/A

Fiscal Impact

FISCAL IMPACT:

N/A

Attachments

Cornyn Bill to Promote Public-Private Partnerships

John Cornyn

UNITED STATES SENATOR for TEXAS

JOHN CORNYN
United States Senator - Texas
For Immediate Release

CONTACT: Drew Brandewie, (202) 224-0704
Libby Hambleton, (512) 461-7036
Wednesday, November 30, 2016

Cornyn Bill to Promote Public-Private Partnerships at Border Passes Senate

WASHINGTON — U.S. Senator John Cornyn (R-TX) released the following statement after the Senate unanimously passed the *Cross-Border Trade Enhancement Act*, bipartisan legislation he introduced to encourage public-private partnerships to boost staffing and make infrastructure improvements at U.S. ports of entry without adding to the national deficit:

“Our border communities and the entire state’s economy benefit from robust trade with Mexico,” said Sen. Cornyn. **“Facilitating more efficient trade through our ports of entry will demonstrate our commitment to both growing Texas’ economy and the vibrant U.S.-Mexico relationship.”**

U.S. Representative Henry Cuellar (D-Laredo) is the lead sponsor of the companion bill in the House of Representatives. The legislation, based on input from border community leaders, would give U.S. Customs and Border Protection (CBP) the authority to enter into innovative partnerships with local governments and private sector entities. As federal resources remain scarce, port communities have sought alternate avenues to ensure essential needs are met in the face of continued federal inaction. This authority allows CBP to better leverage limited resources to speed up the flow of traffic at international ports of entry. Partnerships with local governments and the private sector will support improvements to border infrastructure and enhance staffing levels across port environments.

The *Cross-Border Trade Enhancement Act* is endorsed by:

- The United States Hispanic Chamber of Commerce
- Border Trade Alliance
- Texas Border Coalition
- Rio Grande Valley Partnership
- Greater El Paso Chamber of Commerce
- Cameron County
- City of Eagle Pass
- City of El Paso
- City of Mission
- City of McAllen
- City of Harlingen
- City of Pharr
- Anzalduas International Bridge

- McAllen-Hidalgo International Bridge
- Pharr International Bridge
- Starr-Camargo International Bridge Company

Senator John Cornyn, a Republican from Texas, is a member of the Senate Judiciary and Finance Committees.

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Jonathan Huhn

South Central Regional Director

United States Senator John Cornyn

Majority Whip

600 Navarro St., Suite 210

San Antonio, Texas 78205

Phone: (210) 224-7485

Fax: (210) 224-8569

Newsletter: www.cornyn.senate.gov/newsletter



Meeting Date: 12/13/2016

Submitted By: Aida Garcia, Administrative Assistant, Legal Department

Information

SUBJECT:

Discussion and Possible Action on Proposed City of Del Rio Charter Amendments and Formation of a Charter Review Committee - Rowland Garza, Councilperson-at-Large, Place B

SUMMARY:

The charter may be amended every two years. The last amendment was in 2014. In order to add or change charter language, an election would have to be called pursuant to election law deadlines and occur on uniform election dates next spring or fall, at the council's preference. The attached draft language are examples for the beginnings of discussion. A committee could be formed in order to recommend or guide desired changes. The committee is not required by law, and its creation and function would be determined by the council's goals and timelines set out.

BACKGROUND:

N/A

DISCUSSION:

N/A

PROS:

N/A

CONS:

N/A

RECOMMENDATION:

N/A

Fiscal Impact

FISCAL IMPACT:

N/A

Attachments

Draft Measures Charter Amendment

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DEL RIO, TEXAS PROVIDING FOR MEASURES AND PROPOSITIONS TO BE PLACED ON THE BALLOT FOR THE SPECIAL ELECTION TO BE HELD ON *** FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS, FOR ADOPTION OR REJECTION, PROPOSED AMENDMENTS TO THE EXISTING CHARTER OF THE CITY OF DEL RIO, TEXAS.**

WHEREAS, the City Council of the City of Del Rio, Texas, in the exercise of the discretion reposed in it by the laws of this State, and in accordance with the provisions of Chapter 9 of the Texas Local Government Code, has determined to submit the following proposed amendments to the existing Charter of the City of Del Rio at a special election to be held on *****, and

WHEREAS, the City Council appointed persons to a Charter Review Committee (“CRC”), and charged the CRC with reviewing and proposing amendments to the Del Rio Charter; and OR ****the City Council, on its own motion, hereby submits proposed charter amendments to the municipality’s qualified voters for their approval at an election; and

WHEREAS, following a series of public meetings, held pursuant to and in compliance with the Texas Open Meetings Act, the CRC presented its Report of proposed Charter amendments to City Council in a public meeting; and

WHEREAS, the Council reviewed the Report and after considering the CRC’s proposed amendments, the Council now believes that Del Rio voters should vote on the following proposed measures, in the form of propositions; and

WHEREAS, Texas Local Government Code Section 9.004 governs the amendments to a City’s Home Rule Charter; and

WHEREAS, the City Council previously adopted Ordinance No. ***** ordering an election on proposed amendments to the City Charter to be held on *****, and

WHEREAS, the City Council of the City of Del Rio, Texas, finds it in the public interest to place the measures and propositions herein on the ballot for the special election, to be held on *****, for a vote of the electors.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS:

SECTION ONE. MEASURES

The following measures will be submitted to the qualified voters of the City at the Special Election in the form of propositions in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws:

Measure No. 1

SHALL SECTION 31 OF THE CITY'S CHARTER BE AMENDED AS FOLLOWS:

Section 31. - City internal audit department.

Section 31.1 Department of Internal Audit. There shall be an independent department of internal audit which is charged with conducting financial, fiscal compliance, and financial procedure audits of all city departments, offices, agencies and programs.

Section 31.2 City Internal Auditor-Appointment; qualifications; compensation. The department of internal audit shall be under the direction and control of the city internal auditor, who shall be appointed by the City Council. The city internal auditor must be a person knowledgeable in public financial and fiscal theory, municipal accounting and auditing; public administration and be a certified public accountant. The city internal auditor's compensation shall be fixed by the City Council.

Section 31.3 Term, removal, absence or disability of city internal auditor. The city internal auditor shall not be appointed for a definite fixed time but shall be removable at the will and pleasure of the City Council by a vote of not less than a majority of the entire Council. The city internal auditor may demand written charges and the right to be heard thereon at a public meeting of the City Council prior to the date on which the city internal auditor's final removal shall take effect, but pending such hearing the City Council may suspend the city internal auditor from office. The action of the City Council in suspending or removing the city internal auditor shall be final. In case of the absence or disability of the city internal auditor, the City Council may designate some qualified person to perform the duties of the office.

Section 31.4 Appointment and removal of assistant auditors. Assistant auditors shall serve at the will and pleasure of the City Auditor. All other employees in the department of internal audit shall be appointed and may be removed by the City Auditor. Any employee in the department of internal audit shall enjoy the same rights as other city employees.

Measure No. 2

SHALL SECTION 12 OF THE CITY'S CHARTER BE AMENDED AS FOLLOWS:

Section 12. - Governing body, number, election, term; mayor; districts.

The governing and legislative body of the City of Del Rio, as hereinafter provided, shall consist of an elective mayor and six (6) councilmen and said body shall be known as the city council. As of the 2018 general election the mayor's term of office shall be ~~four (4)~~ two (2) years and until his successor has been elected and qualified. The councilmen's terms of office shall be four (4) years and until their successors have been elected and qualified. The mayor and three (3) of the councilmen shall be elected from the city at large by majority vote of the qualified voters voting at the election and each of these three (3) councilmen shall be elected to fill a numbered place on the city council. Each of the other three (3) councilmen shall be a resident of and elected from one (1) of the three (3) numbered districts by majority vote of the qualified voters voting for candidates or district councilmen at the election for a district councilman in his respective district. The six (6) councilmen shall serve for staggered terms, with three (3) being elected at each regular biennial election at the same time that

the mayor is elected. The regular biennial elections, special elections, and other city elections shall be held as provided in Articles III and X, other articles of this charter, and applicable general laws of the State of Texas. Effective as of the 2018 general election the mayor shall not serve more than two (2) four (4) consecutive terms and the councilmen shall not serve more than two (2) consecutive terms

Measure No. 3

SHALL SECTION 23 OF THE CITY'S CHARTER BE AMENDED AS FOLLOWS:

Section 23. City secretary.

The city council shall ~~designate~~ appoint an individual for an indefinite term who shall be an officer of the city ~~who shall be recommended by the city manager~~ to serve as city secretary. The city secretary shall be chosen solely on the basis of his qualifications, experience, and knowledge of accepted practices in respect to the duties of the office. He shall give notice of council meetings, shall keep the journal of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions, shall be authorized to accept all filings of notices addressed to or required to be filed with the city council except filings of notices on behalf of the council, shall serve as clerk for absentee voting, and shall perform such other duties as the ~~city manager~~ city council shall assign to him. He also may serve as head or director of one or more other departments or divisions when authorized to do so by the council, upon recommendation of the city manager. The council may provide for one or more deputy city secretaries and define their powers and duties.

Laredo:

The City Manager shall recommend a City Secretary whose appointment shall be confirmed by the affirmative vote of no less than five Council members. The City Secretary shall report to and be evaluated by the City Manager. It shall be the duty of the City Secretary to attend every meeting of the City Council and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose and to engross and enroll all laws, resolutions and ordinances of the City Council; to keep the corporate seal; - 14 - to take charge of and preserve and keep in order all the books, records, papers, documents, and files of said Council; to countersign all commissions issued to the City officers and licenses issued; and any other duties and responsibilities as may be assigned by the City Council or state statute. The City Secretary may be removed from office by the affirmative vote of no less than five Council Members.

Measure No. 4

SHALL SECTION 15 OF THE CITY'S CHARTER BE AMENDED AS FOLLOWS:

Section 15. Presiding officer; mayor; mayor pro tem.

The mayor shall preside at meetings of the council and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall sign all bonds, time warrants and such other

official documents as directed by this charter or by the council, and perform such other duties consistent with the office as may be imposed upon him by this charter, and ordinances and resolutions passed in pursuance to the provisions of this charter. The mayor shall be entitled to vote upon all matters considered by the council only in the case of a tie in the votes of the councilmembers, but he shall have no veto power. Following each regular biennial election, upon the induction of the newly elected mayor and councilman into office, the members of the city council shall elect one of the councilmen to be mayor pro tem.

SECTION TWO. PROPOSITIONS

The ballots for the City election shall comply with the Texas Election Code, and shall have the measures described in Section 1 of this Ordinance stated as Propositions as follows:

MEASURE 1 SHALL BE PLACED ON THE BALLOT IN THE FORM OF THE FOLLOWING PROPOSITION:

PROPOSITION NO. 1

FOR/AGAINST

City Council Special

8. a.

Meeting Date: 12/13/2016

Information

Subject

End of Probationary Review of Alma Levrie, City Secretary

Attachments

No file(s) attached.

City Council Special

8. b.

Meeting Date: 12/13/2016

Information

Subject

Formal Evaluation of Henry Arredondo, City Manager

Attachments

No file(s) attached.
