

**CITY OF DEL RIO, TEXAS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
109 WEST BROADWAY
TUESDAY, JANUARY 24, 2017 - 6:30 P.M.**

**AGENDA
DESCRIPTION**

ITEM NO.

-
1. CALL TO ORDER
 2. ROLL CALL
 3. INVOCATION - Pastor Martin Seca, Living Stone Worship Center
 4. POSTING OF COLORS AND PLEDGE OF ALLEGIANCE - By Boy Scout Troops 255

5.

CITIZEN COMMENTS
(NO ACTION WILL BE TAKEN)

This is the opportunity for visitors and guests to address the City Council on any issue. City Council may not discuss any presented issue, nor take any action on any issue. A sign-up sheet is available for citizens who wish to address the Council. Please limit remarks to three minutes. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

6.

MAYOR'S COMMENTS

7.

INFORMATION ITEMS

- a. 2016 Light Up Del Rio Holiday Contest Winners - Esmeralda Meza, Community Services Director

8.

CONSENT AGENDA
(ACTION MAY BE TAKEN ON THESE MATTERS)

This is a procedure to help facilitate the meeting with a CONSENT AGENDA. One motion will approve all action items, noted as consent. These are routine matters which are repeated on the agenda. Approval means they will be implemented as recommended by the administration. Prior to acting on the consent agenda, any Councilmember may have a consent item withdrawn from this portion of the agenda so that it may be discussed prior to action.

- a. Request Authorization to travel to Austin, Texas to attend the Texas Border Coalition January 31 - February 1, 2017 - Robert Garza, Mayor
- b. Request Authorization to travel to Allen, Tx. to attend TML-TAMCC ELECTED OFFICIALS' CONFERENCE February 16-18, 2017 - Diana B. Salgado, Council person

ORDINANCES
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. O: 2017 - 017 An Ordinance in Accordance with the Del Rio City Charter and state Law Providing for the Amendment of the Budget for the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund, Enterprise Fund and Internal Service Fund for the City of Del Rio for the Fiscal Year Commencing October 1, 2016 and ending September 30, 2017; and Providing for an Effective Date- Gilbert E. Sanchez, Finance Director
- b. O: 2017 - 018 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing the Issuance, Sale and Delivery of City of Del Rio, Texas General Obligation Refunding Bonds, Series 2017; Approving and Authorizing a Purchase Contract, an Escrow Agreement, and a Paying Agent/Registrar Agreement; Approving and Authorizing All Other Instruments and Procedures Related Thereto, Delegating Authority to the City Manager to Select Outstanding Bonds to be Refunded and Approve All Final Terms of the Bonds, Declaring an Effective Date, and Ordaining Other Matters Relating to The Subject - Gilbert E. Sanchez, Finance Director
- c. O: 2017 - 019 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager Henry Arredondo, to Ratify the Acceptance of the Texans Feeding Texans: Home Delivered Meals Grant Agreement in the Amount of \$22,228.22 Through the Texas Department of Agriculture which will be used to Expand the Home Delivered Meals Program - Josie Balderas, Nutrition Director
- d. O: 2017 - 020 An Ordinance by the City Council of the City of Del Rio, Texas Changing the Street Name "Pecan Circle" to "Vineyard Creek Circle" within the Platted Pecan Subdivision in Del Rio, Texas - Janice Pokrant, City Planner
- e. O: 2017 - 021 An Ordinance Approving a Certain Replat of Lots 34 and 35, Block F Establishing Lot 35A within the Lakeridge Estates Subdivision in the Val Verde County Map Records, Del Rio, Texas. - Janice Pokrant, City Planner
- f. O: 2017 - 022 An Ordinance by the City of Del Rio, Texas Authorizing and Directing City Manager to award Change Order No. 3 in the estimated amount of \$178,234.04 to the contract with the firm of 90 West Contractors for the revised construction of Dignowity, Rio Grande and Martin Streets due to the Changed Site Conditions - Alejandro Garcia, Public Works Director
- g. O: 2017 - 023 An Ordinance by the City of Del Rio, Texas Authorizing and Directing the City Manager to Issue Change Order No. 1 to the Contract with Arredondo, Zepeda, and Brunz, LLC (AZ&B) in the amount of \$8,141.00 for the development of plans and specification for the redesign of Martin, Dignowity and Rio Grande Streets - Alejandro Garcia, Public Works Director
- h. O: 2017 - 024 An Ordinance by the City of Del Rio, Texas authorizing and directing City Manager Henry Arredondo to issue Change Order No. 3 in the amount of \$ 12,416.54 to the contract with Garland/DBS, Inc. - Alejandro Garcia, Public Works Director
- i. O: 2017 - 025 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Award a Contract for the Purchase of Two (2) Stair Step Screens and Two (2) Washing Presses for the City of Del Rio Silver Lake Wastewater Treatment Plant to Vulcan Industries, Inc. - Mario A. Garcia, Purchasing Agent

- j. O: 2017 - 026 An Ordinance Of The City Council Of The City Of Del Rio, Texas, Authorizing And Directing City Manager Henry Arredondo To Sign The Contract Between City Of Del Rio And The Promise Land Church For The Use Of The Civic Center - Esmeralda Meza, Community Service Director
- k. O: 2017 - 027 An Ordinance Authorizing the City to Expend the Hotel Occupancy Tax Revenue to the Del Rio National Little League - Leno Hernandez, Paul Poag Theatre Manager/ HOT Fund Committee Vice-Chair

10.

RESOLUTIONS
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. R: 2017 - 006 A Resolution by the City Council of the City of Del Rio, Texas to Consider and Act on this Resolution Authorizing Submission of the 2017-2018 TxCDBG Community Development Fund Grant Application and Authorizing City Manager Henry Arredondo to Act as the City's Authorized Representative Regarding All Matter with the Application - Alejandro Garcia, Public Works Director

11.

OTHER BUSINESS
(ACTION MAY BE TAKEN ON THESE MATTERS)

- a. Discussion and Possible Action on Proposed City of Del Rio Charter Amendments - Suzanne West, City Attorney

12.

EXECUTIVE SESSION
(ACTION MAY BE TAKEN ON THESE MATTERS)

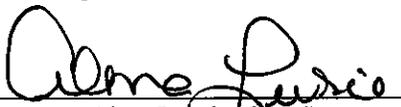
- a. Discuss and Update from City Attorney on the Long Term Maintenance of Water Lines in the Palomino Mobile Home Park in the City of Del Rio, Texas - Suzanne West, City Attorney

13.

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 9:00 p.m. on the 20th day of January 2017.


Alma Levrie City Secretary

City Council Regular

7. a.

Meeting Date: 01/24/2017

Information

Subject

2016 Light Up Del Rio Holiday Contest Winners - Esmeralda Meza, Community Services Director

Attachments

2016 Light Up Results

JANUARY 17, 2017

LIGHT UP DEL RIO HOLIDAY CONTEST

CITY OF DEL RIO NEWS

AND THE WINNERS ARE...



△

We would like to thank everyone that participated in our 2016 contest. Follow our Facebook page to stay updated for other contests and events this year.

▽

FAVORITE HOLIDAY DISPLAY

Business	Home	Other
<u>1st Place</u> Del Rio & Feed Supply	113 Peacepipe	Whitehead Museum
<u>2nd Place</u> Texas Angels Boutique	701 Losoya St.	Brown Plaza
<u>3rd Place</u> Great Hair Day Salon	126 Joe Rice	NA

BEST USE OF SPACE

Business	Home	Other
<u>1st Place</u> Del Rio & Feed Supply	113 Peacepipe	Whitehead Museum
<u>2nd Place</u> Texas Angels Boutique	701 Losoya St.	Brown Plaza
<u>3rd Place</u> Great Hair Day Salon	126 Joe Rice	NA

BEST DECORATIONS

Business	Home	Other
<u>1st Place</u> Del Rio & Feed Supply	113 Peacepipe	Whitehead Museum
<u>2nd Place</u> Texas Angels Boutique	126 Joe Rice	Brown Plaza
<u>3rd Place</u> Great Hair Day Salon	701 Losoya St.	NA

BEST LIGHTING

Business	Home	Other
<u>1st Place</u> Great Hair Day Salon	113 Peacepipe	Whitehead Museum
<u>2nd Place</u> Texas Angels Boutique	126 Joe Rice	Brown Plaza
<u>3rd Place</u> NA	701 Losoya St.	NA

City Council Regular

8. a.

Meeting Date: 01/24/2017

Submitted By: Sheris Moreno, Executive Secretary

Information

Subject

Request Authorization to travel to Austin, Texas to attend the Texas Border Coalition January 31 - February 1, 2017
- Robert Garza, Mayor

Attachments

MAYOR'S TRAVEL

City of Del Rio
Travel Request Form
(for City Council, Board and Commission Members)

It is the policy of the City of Del Rio that all travel by City Council, Board Members and Commissioners be approved in open session during a City Council Meeting. This form must be completed in full and submitted as an attachment.

TRAVELER INFORMATION:

Name: ROBERT GARZA Date: 17-Jan-17

Affiliation: City Council
 Board
 Commission

TRIP INFORMATION:

Purpose of Travel: Texas Border Coalition Meeting
Note: A copy of the event brochure, registration form or agenda must be attached to this request.

Justification of Travel: _____

Destination: AUSTIN, TX

Date of Function: 1/31/2017 - 2/1/17

Departure Date: Monday, January 30, 2017

Return Date: Wednesday, February 1, 2017

ESTIMATED EXPENSES

Total Estimated Cost to the City of Del Rio: \$ 457.70

Airfare: \$ _____	Mileage: \$ <u>154.00</u>	Conference Fee: \$ _____
Meals: \$ <u>72.00</u>	Lodging: \$ <u>181.70</u>	Other (Please Specify): \$ <u>50.00</u>
		<u>PARKING</u>

City Council Meeting
City Council Approval _____ Date _____

ROBERT GARZA
Signature of Traveler _____ Date _____

City Council Regular

8. b.

Meeting Date: 01/24/2017

Information

Subject

Request Authorization to travel to Allen, Tx. to attend TML-TAMCC ELECTED OFFICIALS' CONFERENCE
February 16-18, 2017 - Diana B. Salgado, Council person

Attachments

CW SALGADO TRAVEL

City of Del Rio
Travel Request Form
(for City Council, Board and Commission Members)

It is the policy of the City of Del Rio that all travel by City Council, Board Members and Commissioners be approved in open session during a City Council Meeting. This form must be completed in full and submitted as an attachment.

TRAVELER INFORMATION:

Name: DIANA B. SALGADO Date: 17-Jan-17

Affiliation: City Council
 Board _____
 Commission _____

TRIP INFORMATION:

Purpose of Travel: TML-TAMCC ELECTED OFFICIALS' CONFERENCE
Note: A copy of the event brochure, registration form or agenda must be attached to this request.

Justification of Travel: _____

Destination: ALLEN, TEXAS

Date of Function: 2/16 -18/2017

Departure Date: Wednesday, February 15, 2017

Return Date: Saturday, February 18, 2017

ESTIMATED EXPENSES

Total Estimated Cost to the City of Del Rio: \$ 1,324.00

Airfare: \$ _____ Mileage: \$ 441.00 Conference Fee: \$ 225.00

Meals: \$ 108.00 Lodging: \$ 500.00 Other (Please Specify): \$ 50.00

PARKING

City Council Meeting 1/24/2017
City Council Approval Date

DIANA B SALGADO 1/17/2017
Signature of Traveler Date

Meeting Date: 01/24/2017

Submitted By: Gilbert Sanchez, Finance Director, Finance

Information

SUBJECT:

O: 2017 - 017 An Ordinance in Accordance with the Del Rio City Charter and state Law Providing for the Amendment of the Budget for the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund, Enterprise Fund and Internal Service Fund for the City of Del Rio for the Fiscal Year Commencing October 1, 2016 and ending September 30, 2017; and Providing for an Effective Date- Gilbert E. Sanchez, Finance Director

SUMMARY:

Discussion and possible action on an ordinance providing for the first amendment of the budget for all funds including the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund, Enterprise Fund and Internal Service Fund for the 2016-2017 fiscal year.

BACKGROUND:

On September 27, 2016 the City Council adopted the annual budget for all funds of the City of Del Rio for fiscal year commencing on October 1, 2016 and ending September 30, 2017 by Ordinance O:2016-113. On or about every quarter during the fiscal year, City staff will evaluate the current budget levels and/or the issues requiring budgeted funds and present them in an amendment presented to the City Council.

DISCUSSION:

The detailed amendment included in Exhibit "A" has been prepared by Finance Department in conjunction with the City Manager. Amendment #1 per City Charter keeps the total estimated expenditures of the General Fund and Debt Service Fund not exceeding the total estimated resources of each fund plus cash on hand.

PROS:

The City will be working with a revised budget that meets the current requirements and anticipated estimates.

CONS:

Changes to the original budgeted levels set aside by the ordinance adopting the Budget.

RECOMMENDATION:

Staff recommends the approval of an ordinance providing for the First Amendment of the budget for all funds including the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund, Enterprise Fund and Internal Service Fund for the 2016-2017 fiscal year.

Fiscal Impact

FISCAL IMPACT:

The fiscal impact can be measured as an increase/decrease per fund per changes to the original budgeted amounts in Amendment #1.

Attachments

Budget Ordinance

Budget Amendment

ORDINANCE NO. O: 2017 - 017

AN ORDINANCE IN ACCORDANCE WITH THE DEL RIO CITY CHARTER AND STATE LAW PROVIDING FOR THE AMENDMENT OF THE BUDGET FOR THE GENERAL FUND, SPECIAL REVENUE FUND, DEBT SERVICE FUND, CAPITAL PROJECTS FUND, ENTERPRISE FUND AND INTERNAL SERVICE FUND FOR THE CITY OF DEL RIO FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has heretofore on September 27, 2016 adopted the Annual Budget for all funds of the City of Del Rio for the fiscal year commencing on October 1, 2016 and ending September 30, 2017; and

WHEREAS, Article VI, Section 55 of The City Charter of the City Of Del Rio states in pertinent part that the adopted budget of the City may be amended by the favorable votes of at least a majority of all members of the Council in accordance with state law; and

WHEREAS, the Del Rio City Council has found that the amendment specified and reflected in Exhibit "A" is necessary to maintain financial precision in accounting procedures and is in the best interest of the City of Del Rio, Texas; now, therefore,

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

Section 1. Amendment of Budget – Fiscal Year 2016 - 2017

The City of Del Rio budget for the fiscal year commencing on October 1, 2016 and ending on September 30, 2017 is hereby amended in the amounts and for the purpose specified in Exhibit "A" for the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Funds, Enterprise Fund and Internal Service Fund.

Section 2. Effective Date- This Ordinance shall become effective January 24, 2017.

PASSED AND APPROVED on this 24th day of January 2017

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED FOR FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

Exhibit

“A”

CITY OF DEL RIO MEMORANDUM

Date: January 19, 2017

To: Henry Arredondo
City Manager

From: Gilbert E. Sanchez
Finance Director

Ref: First Budget Amendment for Fiscal Year 2016-2017

The first proposed budget amendment has been prepared by the Finance Department. Attached is Exhibit "A" which shows by fund the increases or decreases to revenue and expenditure accounts.

The **General Fund** beginning reserved and unreserved balances in this amendment reflects the amounts in the adopted budget for fiscal year ending September 30, 2016.

The General Fund revenues have the following changes:

- A. Increase of **\$141,613** in Grant Revenue, \$122,697 is from the Stone Garden Grant-Police of which \$59,247 is for Personnel Expenses, and \$63,450 is for a Vehicle, and \$18,916 is from the Body-Worn Camera Grant Program-Police.
Increase Transfers In of **\$160,155** from the Fleet Replacement Program for the purchase of 3 Police Vehicles.
Increase Proceeds of **\$2,550,000** for the Series 2017 Certificate of Obligations.

Total proposed revenue Increase is **\$2,851,768**.

The **General Fund** expenses include transfers between accounts as requested by the department/division heads. Several expense items have surfaced since the adoption of the Fiscal Year 2016-2017 budget that require amendments. The items needing amendment in the General Fund are outlined below.

- B. Changes to personnel costs to delete unexpended funds from vacant positions, to add funds for separation pay, add funds for insurance cost and other adjustments.
- C. Increase Intergovernmental by \$8,000 approved by Council to increase the Loaves and Fishes Donation from \$10,000 to \$18,000 per year. Increase Capital of \$654 from the City Manager's Reserve for an Ipad.
- D. Increase Supplies of \$797 for Office chairs funded by City Manager Reserves, Increase Contractual of \$650 for Sound System for Christmas Parade funded by City Manager Reserves. Decrease Reserves by \$2,101 to fund various expenses.
- E. Increase Contractual by \$20,600 for the Municipal Code Supplement, to update Code of Ordinance Book from 2007-2016.

- F.** Increase Contractual by \$3,000 for a Licensed Plumber and Maintenance Service Contract for HVAC at the Municipal Court Building.
- G.** Increase Capital by \$3,155 for Ipads for the Code/Health Service Officers and Animal Control officers to communicate from the field with the newly upgraded system anticipated to be working by mid April. Increase Contractual by \$816 for Advertisements/Notices for various public hearing notices.
- H.** Increase Supplies by \$957 for a Standard Pallet Jack.
- I.** Increase Supplies by \$3,375 for Christmas lights at the Greenwood Park. Increase Capital by \$1,989,599 of which \$1,750,000 (\$500,000 City Park Upgrades, \$750,000 City Facilities Repairs, \$500,000 San Felipe Creek Walk Rehab) is from Series 2017 CO's and \$239,599 (City Park Improvements) is for 2016 CO Carryover.
- J.** Increase Capital by \$1,918,177 is from Series 2016 CO's (\$1,000,000 City Facility Repairs/Light Improvement, \$918,177 City Facility Roof Repair)
- K.** Increase Supplies by \$14,150 and Contractual by \$600 by Ordinance 2016-141 for a December 2-Man Tournament. Increase Capital by \$1,586,570 of which \$1,500,000 is from Series 2016 CO Carryovers for the Land and Golf Clubhouse Purchase. Also included is \$45,000 which is the additional amount approved by O: 2017-007 for the purchase of the Golf Clubhouse and Land which totaled \$1,545,000. Also included is \$41,570 for the environmental study.
- L.** Increase Supplies by \$4,548 (\$1,548 for 2 sets of 4pack tables, \$3,000 for Commercial Grade Router), Increase Contractual by \$41,246 (\$3,000 for School Tuition, \$7,500 for T 1 Lines, \$24,000 for Fiber Optic, \$1,283 for Generator, \$3,046 for Water Heater, \$2,417 for Replacing Insulation boxes at 2 water pumps. Increase Capital by \$292,147 (\$25,222 for Body Worn Camera Program which \$18,916 is grant funded, and \$266,925 for (5) 2016 Ford Explorer Vehicles which 3 will be funded by the Fleet Vehicle Replacement Program, and the other 2 vehicles are funded by General Fund Reserves.
- M.** Increase Capital by \$63,450 for a 2017 Tahoe Police Vehicle that is funded by the Stone Garden Grant.
- N.** Increase Supplies by \$25,150 (\$4,748 for office furniture, \$200 Flags, \$9,368 for Training Field Paving, Hydrant Flow Test Equip., Lawn Equipment, \$5,177 for Safety Supplies. \$1,657 for Books & EMT Course, \$4,000 for SCBA Repair Parts). Increase Contractual by \$43,022 (\$795 Travel Expense, \$10,157 Recruits Travel/Civil Service Seminars, \$19,086 Professional Training, \$1,635 for Physicals for Recruits, \$1,005 Licensing, \$2,844 Ice Maker Repairs, \$5,000 Overhead Door Repairs, \$2,500 Diagnostics SCBA Repair parts) Increase Capital by \$11,395 (\$1,995 Classroom Projector, \$9,400 Zero Turn Riding Mowers)
- O.** Increase Supplies by \$1,900 (\$900 for Installation of gas heaters, \$1,000 for animal supplies), Increase Capital by \$4,417 for (7) Ipads for Health Officers and Animal Control Officers.
- P.** Increase Capital by \$855,951 (\$800,000 from Series 2017 CO's for Street Heavy Equipment, \$55,951 is a Series 2016 CO Carryover)
- Q.** Increase Transfers Out to Airport by \$16,385 (\$1,430 for Storm Water Pollution, \$10,025 to repair security gate No. 4, \$2,150 to replace runway signs, \$2,780 to replace 12,000 BTU AC Unit.
- R.** Increase Transfers Out to Facilities-Civic Center by \$6,880 for Christmas Tree Garland.

Total proposed increase in expenditures is \$6,773,124 for the General Fund. The net effect to the fund balance for the General Fund from amendment #1 is a Decrease of \$3,921,356.

The **Special Revenue Funds** includes the following changes:

- A. Changes to personnel costs to delete unexpended funds from vacant positions, to add funds for separation pay, add funds for insurance cost and other adjustments.
- B. Increase Revenue in the Transportation-Tiger Grant by \$372,000 which will be used to purchase replacement Transit Buses. Increase Insurance Proceeds by \$1,690 for damage to a bus and repairs for it.
- C. Decrease the WIC Grant by \$20,926 per contract and reflect the decrease in expenditures.
- D. Increase Property & Forfeiture by \$43,804 to reflect the true balance in the account.
- E. Distribute the Expense accounts into the correct ones instead of having it in one Capital Expense Account to reflect the VCR Grant money awarded.
- F. Increase the Grant by \$50,000 passed by O:2016-143 for the purchase of a transit bus.
- G. Increase Capital by \$15,000 for Consultant Services that were budgeted last year, so the money is in reserves in the Economic Development Fund.

The **Debt Service Fund**

- A. There are no changes.

The **Capital Projects Fund**

- A. Increase Bond Proceeds by \$5,500,00 for Series 2017 CO's, Increase Capital by \$10,258,667 (\$5,500,000 for 2017 CO's and \$4,758,667 for 2016 CO Carryover.

The **Enterprise Fund**

- A. Changes to personnel costs to delete unexpended funds from vacant positions, to add funds for separation pay, add funds for insurance cost and other adjustments.
- B. **Water Production** - Increase Supplies by \$54,000 (\$15,000 Utility Valve, \$30,000 Electric Motor/Pump Signal, \$9,000 Equipment Repairs), Increase Contractual by \$70,500 for Electric Motor/Pump Repair.
Water Distribution – Increase Supplies by \$40,000 for Gravel & Rock.

Increase Capital by \$1,515,076 (\$5,300 Ice Machine, \$442,643 Secondary Water Source, \$100,000 Distribute/Collect Lines Improvement, \$192,645 2016 CO's Heavy Equipment, \$199,488 2016 CO's Carryover for Water Treatment Plant

- Upgrades, \$350,000 2017 CO's for Water Treatment Plant Upgrades, \$225,000 for Water Heavy Equipment.
- C.** Increase Supplies by \$50,000 to furnish the new toll booth plaza building. Increase Contractual by \$194,770 for consultant services, Increase Proceeds and Capital by \$2,000,000 for Series 2017 CO's for the Toll Booth Software Package.
 - D.** Increase Transfers In and Contractual by \$16,385 (\$1,430 Storm Water Pollution, \$10,025 Repair Security Gate No. 4, \$2,150 Replace Runway Signs, \$2,780 Replace 12,000 BTU AC Unit
 - E.** Increase Transfer In and Capital Outlay by \$20,772 to replace an F-150 truck through the Vehicle Replacement Program. Increase Bond Proceeds and Capital by \$470,000 for Series 2017 CO's for Landfill Equipment.
 - F.** Increase Transfer In and Supplies by \$6,880 for Christmas Tree Garland. Increase Transfer In and Capital by \$27,179 to replace an F-150 Truck through the Vehicle Replacement Program.
 - G.** Increase Supplies by \$40,000 for Electric Motor/Pump Signal and Gravel & Rock. Increase Contractual by \$20,000 for Electric Motor Pump Repair. Increase Bond Proceeds and Capital by \$565,000 from Series 2017 CO's (\$215,000 Wastewater Liftstation Repairs, \$350,000 Wastewater-Heavy Equipment)

The **Internal Service Funds**

- A.** Changes to personnel costs to delete unexpended funds from vacant positions, to add funds for separation pay, add funds for insurance cost and other adjustments.
- B.** Increase Bond Proceeds and Capital by \$790,000 for Series 2017 CO's for IT Network Upgrades. Increase Charges for Services and Debt Service by \$109,289 which was not included in the Adopted Budget but was accounted for to payback the Debt Service for the Network CO's.
- C.** Increase Transfer Outs by \$208,106 from the Vehicle Replacement Program, which the Cash is sitting in the Fleet Fund. The Vehicle Replacement Program will be used to purchase (3) 2016 Police Ford Explorers in the General Fund, (1) F-150 Truck with a Lift for the Civic Center in the Municipal Facilities Fund, and (1) F-150 truck in the Refuse Fund.

The above provide an explanation of the major changes. If you have any questions concerning this amendment please let know. Thank you.

Attachments:

General Fund Balance Analysis for Amendment # 1 FY 2016-2017
General Fund Reserves Projections FY 2016-2017

**CITY OF DEL RIO
GENERAL FUND BALANCE ANALYSIS
FISCAL YEAR 2015-2016
AMENDMENT #4**

	Reserve for Park Improvement	Reserve for Facilities and Real Estate	Reserve for Encumbrances	Reserve for Self-Ins Claims	Total Reserves	Unreserved Fund Balance	Unreserved From Bond Proceeds	Fund Balance From Bridge Toll Increase	Grand Total
Beg Balance from Amendment #3 FY 15-16	67,814	-	63,463	189,796	321,073	6,191,601	207,308	2,794,299	9,514,281
CO's Carryover as of 9/30/16						(3,713,727)	3,713,727		-
September 30, 2016 Adj.	-	-	14,874	1,352	16,226	4,099,134		(23,504)	4,091,856
Projected During the FY	-	-			-	(322,123)		199,103	(123,020)
Amendment #1						(207,629)	(3,713,727)		(3,921,356)
Amendment #2									-
Amendment #3									-
Amendment #4									-
End of Budget FY 16-17	67,814	-	78,337	191,148	337,299	6,047,256	207,308	2,969,898	9,561,761

GENERAL FUND

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
REVENUE(S)					
Beg. Unreserved Fund Balance	10,498,043	-	10,498,043	-	10,498,043
Beg. Designated Fund Balance	2,770,795	-	2,770,795	-	2,770,795
Beg. Reserved Fund Balance	337,299	-	337,299	-	337,299
TOTAL	13,606,137	-	13,606,137	-	13,606,137
Property Taxes					
Current Year Taxes	4,816,074	-	4,816,074	-	4,816,074
Prior Year Taxes	210,000	-	210,000	-	210,000
Penalty & Interest	153,000	-	153,000	-	153,000
Attorney Fees	75,000	-	75,000	-	75,000
Sub-Total Property Taxes	5,254,074	-	5,254,074	-	5,254,074
Sales Tax	5,475,000	-	5,475,000	-	5,475,000
Mixed Beverage Tax	70,000	-	70,000	-	70,000
Sub-Total Other Taxes	5,545,000	-	5,545,000	-	5,545,000
Franchise Fees					
Electric	800,000	-	800,000	-	800,000
Telephone	30,000	-	30,000	-	30,000
TV Cable	245,000	-	245,000	-	245,000
Gas	150,000	-	150,000	-	150,000
Water/Sewer	430,000	-	430,000	-	430,000
Refuse	175,000	-	175,000	-	175,000
Other Franchise Fees	35,000	-	35,000	-	35,000
Sub-Total Franchise Fees	1,865,000	-	1,865,000	-	1,865,000
Other Revenues					
Fines & Forfeitures	844,660	-	844,660	-	844,660
Charges for Services					
Police Services	15,500	-	15,500	-	15,500
Community Services	99,270	-	99,270	-	99,270
Parks & Recreation Charges	417,000	-	417,000	-	417,000
Inter-Administration Services	256,300	-	256,300	-	256,300
New Paving and St. Repairs	9,000	-	9,000	-	9,000
License & Permits	436,400	-	436,400	-	436,400
Grants Intergovernmental	20,673	-	20,673	141,613 A	162,286
Miscellaneous Revenue					
Interest Income	7,000	-	7,000	-	7,000
Facility Rentals	42,080	-	42,080	-	42,080
Sale of Gen Fixed Assets	7,500	-	7,500	-	7,500
Sale of Real Estate Property	0	-	0	-	0
Return Check Fee	1,000	-	1,000	-	1,000
Miscellaneous	0	-	0	-	0
Sub-Total Other Revenues	2,156,383	-	2,156,383	141,613	2,297,996
Transfers In	9,256,463	-	9,256,463	160,155 A	9,416,618
Proceeds	0	-	0	2,550,000 A	2,550,000
Total General Fund Revenues	24,076,920	0	24,076,920	2,851,768	26,928,688

GENERAL FUND

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
EXPENDITURES					
General Government					
City Council	200,308	-	200,308	8,654	208,962
City Attorney	316,325	-	316,325	6,053	322,378
City Manager	918,770	-	918,770	(84,988)	833,782
City Secretary	174,185	-	174,185	8,051	182,236
Municipal Court	621,173	-	621,173	3,176	624,349
Code Compliance	383,504	-	383,504	6,966	390,470
Planning & Zoning	140,269	-	140,269	857	141,126
Engineering	291,407	-	291,407	(93,972)	197,435
Human Resources	253,085	-	253,085	580	253,665
Civil Service	15,822	-	15,822	-	15,822
Finance	405,961	-	405,961	290	406,251
Accounting	327,212	-	327,212	227	327,439
Tax	439,446	-	439,446	144	439,590
Operations	80,344	-	80,344	(106)	80,238
Central Purchasing	232,323	-	232,323	(4,843)	227,480
Sub-Total General Government	4,800,134	-	4,800,134	(148,911)	4,651,223
Parks and Recreation					
Parks	1,080,458	-	1,080,458	1,982,640	3,063,098
Recreation	196,125	-	196,125	121	196,246
Facility Maintenance	270,000	-	270,000	1,902,617	2,172,617
San Felipe Springs Golf Course	437,518	-	437,518	1,595,372	2,032,890
Sub-Total Parks and Recreation	1,984,101	-	1,984,101	5,480,750	7,464,851
Public Safety					
Police Department	6,657,898	-	6,657,898	480,120	7,138,018
Fire	5,757,623	-	5,757,623	77,702	5,835,325
Community Health	389,990	-	389,990	4,194	394,184
Sub-Total Public Safety	12,805,511	-	12,805,511	562,016	13,367,527
Streets/Traffic					
Streets & Drainage	1,483,923	-	1,483,923	846,859	2,330,782
Drainage Study	0	-	0	-	0
Public Works	33,986	-	33,986	12,230	46,216
Streets Reclaiming	142,730	-	142,730	(3,308)	139,422
Traffic	468,545	-	468,545	223	468,768
Mainstreet	0	-	0	-	0
Sub-Total Streets/Traffic	2,129,184	-	2,129,184	856,004	2,985,188
Transfers Out	2,481,010	-	2,481,010	23,265	2,504,275
Total Expenditures	24,199,940	-	24,199,940	6,773,124	30,973,064
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(123,020)	-	(123,020)	(3,921,356)	(4,044,376)
Total Unreserved/Reserved/Designated Fund Bal.	13,483,117		13,483,117		9,561,761
RESERVES					
Encumbrance Adj Prior Year	78,337	-	78,337	-	78,337
Less Reserve for Facilities & Real Estate	0	-	0	-	0
Less Reserve for Parks Impr.	67,814	-	67,814	-	67,814
Less Reserve for Self Ins. Claims	191,148	-	191,148	-	191,148
Total Reserves	337,299		337,299		337,299
Designated Fund Balance from Bridge Toll Increase Reserve					2,969,898
Undesignated Fund Balance					6,254,564

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>Expenditures:</u>					
<u>City Council</u>					
Personnel Services	15,502	-	15,502	-	15,502
Supplies	11,314	-	11,314	-	11,314
Contractual Services & Other Costs	123,742	-	123,742	-	123,742
Intergovernmental	49,750	-	49,750	8,000 C	57,750
Reserves	0	-	0	-	0
Capital	0	-	0	654 C	654
<i>Subtotal</i>	200,308	-	200,308	8,654	208,962
<u>City Attorney</u>					
Personnel Services	219,025	-	219,025	6,053 B	225,078
Supplies	6,010	-	6,010	-	6,010
Contractual Services & Other Costs	91,290	-	91,290	-	91,290
Capital	0	-	0	-	0
<i>Subtotal</i>	316,325	-	316,325	6,053	322,378
<u>City Manager</u>					
Personnel Services	608,510	-	608,510	(79,167) B	529,343
Supplies	25,890	-	25,890	797 D	26,687
Contractual Services & Other Costs	113,531	-	113,531	650 D	114,181
Reserves	50,000	-	50,000	(2,101) D	47,899
Capital	0	-	0	-	0
<i>Subtotal</i>	797,931	-	797,931	(79,821)	718,110
<u>Director of Operations</u>					
Personnel Services	28,817	-	28,817	(5,173) B	23,644
Supplies	2,500	-	2,500	-	2,500
Contractual Services & Other Costs	2,700	-	2,700	-	2,700
Capital	500	-	500	-	500
<i>Subtotal</i>	34,517	-	34,517	(5,173)	29,344
<u>Community Services Director</u>					
Personnel Services	80,622	-	80,622	6 B	80,628
Supplies	1,000	-	1,000	-	1,000
Contractual Services & Other Costs	1,700	-	1,700	-	1,700
Capital	3,000	-	3,000	-	3,000
<i>Subtotal</i>	86,322	-	86,322	6	86,328
<u>City Secretary</u>					
Personnel Services	139,252	-	139,252	(12,549) B	126,703
Supplies	6,662	-	6,662	-	6,662
Contractual Services & Other Costs	28,271	-	28,271	20,600 E	48,871
Capital	0	-	0	-	0
<i>Subtotal</i>	174,185	-	174,185	8,051	182,236
<u>Municipal Court</u>					
Personnel Services	199,212	-	199,212	176 B	199,388
Supplies	2,020	-	2,020	-	2,020
Contractual Services & Other Costs	419,941	-	419,941	3,000 F	422,941
Capital	0	-	0	-	0
<i>Subtotal</i>	621,173	-	621,173	3,176	624,349
<u>Code Compliance</u>					
Personnel Services	329,863	-	329,863	3,811 B	333,674
Supplies	8,700	-	8,700	-	8,700
Contractual Services & Other Costs	44,941	-	44,941	-	44,941
Capital	0	-	0	3,155 G	3,155

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<i>Subtotal</i>	383,504	-	383,504	6,966	390,470
Planning & Zoning					
Personnel Services	125,433	-	125,433	41 B	125,474
Supplies	1,755	(255)	1,500	-	1,500
Contractual Services & Other Costs	13,081	255	13,336	816 G	14,152
Capital	0	-	0	-	0
<i>Subtotal</i>	140,269	-	140,269	857	141,126

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Engineering					
Personnel Services	252,186	-	252,186	(93,972) B	158,214
Supplies	5,600	-	5,600	-	5,600
Contractual Services & Other Costs	33,621	-	33,621	-	33,621
Capital	0	-	0	-	0
<i>Subtotal</i>	291,407	-	291,407	(93,972)	197,435
Human Resources					
Personnel Services	177,443	-	177,443	580 B	178,023
Supplies	20,075	-	20,075	-	20,075
Contractual Services & Other Costs	55,567	-	55,567	-	55,567
Capital	0	-	0	-	0
<i>Subtotal</i>	253,085	-	253,085	580	253,665
Civil Service					
Personnel Services	4,716	-	4,716	-	4,716
Supplies	5,306	-	5,306	-	5,306
Contractual Services & Other Costs	5,800	-	5,800	-	5,800
Capital	0	-	0	-	0
<i>Subtotal</i>	15,822	-	15,822	-	15,822
Finance					
Personnel Services	308,468	-	308,468	290 B	308,758
Supplies	4,000	-	4,000	-	4,000
Contractual Services & Other Costs	93,493	-	93,493	-	93,493
Capital	0	-	0	-	0
<i>Subtotal</i>	405,961	-	405,961	290	406,251
Accounting					
Personnel Services	302,331	-	302,331	227 B	302,558
Supplies	4,750	-	4,750	-	4,750
Contractual Services & Other Costs	20,131	-	20,131	-	20,131
Capital	0	-	0	-	0
<i>Subtotal</i>	327,212	-	327,212	227	327,439
Tax					
Personnel Services	114,120	-	114,120	144 B	114,264
Supplies	2,485	-	2,485	-	2,485
Contractual Services & Other Costs	322,841	-	322,841	-	322,841
Capital	0	-	0	-	0
<i>Subtotal</i>	439,446	-	439,446	144	439,590

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Operations					
Personnel Services	72,563	-	72,563	(106) B	72,457
Supplies	1,272	-	1,272	-	1,272
Contractual Services & Other Costs	6,509	-	6,509	-	6,509
Capital	0	-	0	-	0
<i>Subtotal</i>	80,344	-	80,344	(106)	80,238
Central Purchasing					
Personnel Services	185,204	-	185,204	(5,800) B	179,404
Supplies	8,846	(500)	8,346	957 H	9,303
Contractual Services & Other Costs	38,273	500	38,773	-	38,773
Capital	0	-	0	-	0
<i>Subtotal</i>	232,323	-	232,323	(4,843)	227,480
Parks					
Personnel Services	724,438	-	724,438	(10,334) B	714,104
Supplies	45,810	1,500	47,310	3,375 I	50,685
Contractual Services & Other Costs	310,210	(1,500)	308,710	-	308,710
Capital	0	-	0	1,989,599 I	1,989,599
Issuance Costs	-	-	0	-	-
<i>Subtotal</i>	1,080,458	-	1,080,458	1,982,640	3,063,098
Recreation					
Personnel Services	153,990	-	153,990	121 B	154,111
Supplies	17,960	-	17,960	-	17,960
Contractual Services & Other Costs	24,175	-	24,175	-	24,175
Capital	0	-	0	-	0
<i>Subtotal</i>	196,125	-	196,125	121	196,246
Facility Maintenance					
Personnel Services	256,576	-	256,576	(15,560) B	241,016
Supplies	7,776	-	7,776	-	7,776
Contractual Services & Other Costs	5,648	-	5,648	-	5,648
Capital	0	-	0	1,918,177 J	1,918,177
<i>Subtotal</i>	270,000	-	270,000	1,902,617	2,172,617
San Felipe Springs Golf Course					
Personnel Services	302,349	-	302,349	(5,948) B	296,401
Supplies	24,000	-	24,000	14,150 K	38,150
Contractual Services & Other Costs	91,169	-	91,169	600 K	91,769
Purchase for Resale	20,000	-	20,000	-	20,000
Capital	0	-	0	1,586,570 K	1,586,570
<i>Subtotal</i>	437,518	-	437,518	1,595,372	2,032,890
Patrol					
Personnel Services	5,654,003	-	5,654,003	17,433 B	5,671,436
Supplies	175,840	-	175,840	4,548 L	180,388
Contractual Services & Other Costs	635,788	-	635,788	41,246 L	677,034
Capital	0	-	0	292,147 L	292,147
Issuance Costs	0	-	0	-	0
<i>Subtotal</i>	6,465,631	-	6,465,631	355,374	6,821,005

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Local Border Security Program					
Personnel Services	0	-	0	2,049 B	2,049
Supplies	0	-	0	-	0
Contractual Services & Other Costs	0	-	0	-	0
<i>Subtotal</i>	0	-	0	2,049	2,049
BP Vest Partnership					
Supplies	0	-	0	-	0
<i>Subtotal</i>	0	-	0	-	0
Justice Assistance Grant					
Capital Outlay	0	-	0	-	0
<i>Subtotal</i>	0	-	0	-	0
Stone Garden Grant					
Personnel Services	0	-	0	59,247 B	59,247
Capital	0	-	0	63,450 M	63,450
<i>Subtotal</i>	0	0	0	122,697	122,697
Auto Theft					
Personnel Services	0	-	0	-	0
Supplies	0	-	0	-	0
Contractual Services & Other Costs	150	-	150	-	150
Capital	0	-	0	-	0
<i>Subtotal</i>	150	-	150	-	150
Police Training Academy					
Personnel Services	145,366	-	145,366	-	145,366
Supplies	12,435	-	12,435	-	12,435
Contractual Services & Other Costs	28,413	-	28,413	-	28,413
Capital	0	-	0	-	0
<i>Subtotal</i>	186,214	-	186,214	-	186,214
Emergency Management					
Personnel Services	0	-	0	-	0
Supplies	3,553	-	3,553	-	3,553
Contractual Services & Other Costs	2,350	-	2,350	-	2,350
Capital	0	-	0	-	0
<i>Subtotal</i>	5,903	-	5,903	-	5,903
Fire					
Personnel Services	5,304,913	-	5,304,913	(1,865) B	5,303,048
Supplies	85,772	(72)	85,700	25,150 N	110,850
Contractual Services & Other Costs	364,938	72	365,010	43,022 N	408,032
Capital	0	-	0	11,395 N	11,395
<i>Subtotal</i>	5,755,623	-	5,755,623	77,702	5,833,325
Emergency Management					
Personnel Services	0	-	0	-	0
Supplies	0	-	0	-	0
Contractual Services & Other Costs	2,000	-	2,000	-	2,000

CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Capital	0	-	0	-	0
<i>Subtotal</i>	2,000	-	2,000	-	2,000
Fire - Safer Grant					
Personnel Services	0	-	0	-	0
Supplies	0	-	0	-	0
Contractual Services & Other Costs	0	-	0	-	0
Capital	0	-	0	-	0
<i>Subtotal</i>	0	-	0	-	0

**CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017**

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Community Health Service					
Personnel Services	272,281	-	272,281	(2,123) B	270,158
Supplies	38,199	-	38,199	1,900 O	40,099
Contractual Services & Other Costs	79,510	-	79,510	-	79,510
Capital	0	-	0	4,417 O	4,417
<i>Subtotal</i>	389,990	-	389,990	4,194	394,184
Streets & Drainage					
Personnel Services	834,072	-	834,072	(9,092) B	824,980
Supplies	122,434	550	122,984	-	122,984
Contractual Services & Other Costs	227,417	(550)	226,867	-	226,867
Capital	300,000	-	300,000	855,951 P	1,155,951
Issuance Costs	0	-	0	-	0
<i>Subtotal</i>	1,483,923	-	1,483,923	846,859	2,330,782
Drainage Study					
Contractual Services & Other Costs	0	-	0	-	0
<i>Subtotal</i>	0	-	0	-	0
Public Works					
Personnel Services	23,653	-	23,653	12,230 B	35,883
Supplies	3,100	-	3,100	-	3,100
Contractual Services & Other Costs	7,233	-	7,233	-	7,233
Capital Outlay	0	-	0	-	0
<i>Subtotal</i>	33,986	-	33,986	12,230	46,216
Streets Reclaiming					
Personnel Services	142,111	-	142,111	(3,308) B	138,803
Contractual Services & Other Costs	619	-	619	-	619
<i>Subtotal</i>	142,730	-	142,730	(3,308)	139,422
Traffic Control					
Personnel Services	186,904	-	186,904	223 B	187,127
Supplies	47,023	550	47,573	-	47,573
Contractual Services & Other Costs	234,618	(550)	234,068	-	234,068
Capital	0	-	0	-	0
<i>Subtotal</i>	468,545	-	468,545	223	468,768
Main Street					
Personnel Services	0	-	0	-	0
Supplies	0	-	0	-	0
Contractual Services & Other Costs	0	-	0	-	0
Capital	0	-	0	-	0
<i>Subtotal</i>	0	-	0	-	0
Total Expenditures	21,718,930	0	21,718,930	6,749,859	28,468,789

CITY OF DEL RIO
General Fund
Transfer/Amendment Of Funds
Fiscal Year 2016-2017

DESCRIPTION	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
Transfers Out					
Transfer to Transportation	0		0	-	0
Transfer to WIC	0		0	-	0
Transfer to Nutrition	144,764		144,764	-	144,764
Transfer to LLEBG	0		0	-	0
Transfer to Economic Development	130,833		130,833	-	130,833
Transfer to Debt Service From BR	1,149,304		1,149,304	-	1,149,304
Transfer to Debt Service	334,767		334,767	-	334,767
Transfer to PEG Channel	0		0	-	0
Transfer to Qualia	0		0	-	0
Transfer to Refuse	0		0	-	0
Transfer to Wastewater Fund	0		0	-	0
Transfer to Airport	240,173		240,173	16,385 Q	256,558
Transfer to Fleet Services	19,433		19,433	-	19,433
Transfer to Computer Services	38,630		38,630	-	38,630
Transfer to Facilities Fund	423,106		423,106	6,880 R	429,986
Total Transfers Out	2,481,010	0	2,481,010	23,265	2,504,275
Debt Service	0	-	0	-	0
	<u>24,199,940</u>	<u>-</u>	<u>24,199,940</u>	<u>6,773,124</u>	<u>30,973,064</u>

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

MIT (TRANSPORTATION)

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	385,000	-	385,000	-	385,000
Grants	709,000	-	709,000	372,000	1,081,000 B
Other Revenues	32,000	-	32,000	-	32,000
Insurance Proceeds	-	-	-	1,690	1,690 B
Total Revenues	1,126,000	-	1,126,000	373,690	1,499,690
<u>EXPENDITURES</u>					
Personnel Services	844,778	-	844,778	(10,594)	834,184 A
Supplies	108,300	(825)	107,475	-	107,475
Contractual & Other Costs	161,641	-	161,641	1,690	163,331 B
Reserves	-	-	-	-	-
Total Expenditures	1,114,719	(825)	1,113,894	(8,904)	1,104,990
Excess (Deficiency) of Revenue Over Expenditures	11,281	825.00	12,106	382,594	394,700
Other Financing Sources (Uses)					
Capital Outlay	-	(825)	(825)	(372,000)	(372,825) B
Transfer In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	(825)	(825)	(372,000)	(372,825)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	11,281	-	11,281	10,594	21,875

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

WOMAN, INFANTS, & CHILDREN

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grants	575,672	-	575,672	(20,926) C	554,746
Miscellaneous	-	-	-	-	-
Total Revenues	575,672	-	575,672	(20,926)	554,746
<u>EXPENDITURES</u>					
Personnel Services	441,982	-	441,982	(7,497) A	434,485
Supplies	45,750	-	45,750	(10,926) C	34,824
Contractual & Other Costs	87,940	-	87,940	(10,000) C	77,940
Total Expenditures	575,672	-	575,672	(28,423)	547,249
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	7,497	7,497
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Proceeds from Lease Purchases	-	-	-	-	-
Transfer In	-	-	-	-	-
Debt Service	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	7,497	7,497

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

NUTRITION/SOCIAL SERVICES

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grants	340,000	-	340,000	-	340,000
Transit Services	-	-	-	-	-
Other Revenues	35,000	-	35,000	-	35,000
Total Revenues	375,000	-	375,000	-	375,000
<u>EXPENDITURES</u>					
Personnel Services	303,134	-	303,134	192 A	303,326
Supplies	174,300	(300)	174,000	-	174,000
Contractual & Other Costs	42,330	300	42,630	-	42,630
Total Expenditures	519,764	-	519,764	192	519,956
Excess (Deficiency) of Revenue Over Expenditures	(144,764)	-	(144,764)	(192)	(144,956)
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfers In	144,764	-	144,764	-	144,764
Bond Proceeds	-	-	-	-	-
Total Other Financing Sources (Uses)	144,764	-	144,764	-	144,764
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	(192)	(192)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

ROOM TAX

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Taxes	700,000	-	700,000	-	700,000
Interest Revenues	-	-	-	-	-
Total Revenues	700,000		700,000	-	700,000
<u>EXPENDITURES</u>					
Supplies	-	-	-	-	-
Contractual & Other Costs	245,000	-	245,000	-	245,000
Total Expenditures	245,000		245,000	-	245,000
Excess (Deficiency) of Revenue Over Expenditures	455,000		455,000	-	455,000
Other Financing Sources (Uses)					
Transfers Out	-	-	-	-	-
Intergovernmental	(455,000)	-	(455,000)	-	(455,000)
Total Other Financing Sources (Uses)	(455,000)		(455,000)	-	(455,000)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-		-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

PEG CHANNEL

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Cable TV Franchise Fee	48,000	-	48,000	-	48,000
Other Revenues	-	-	-	-	-
Total Revenues	48,000	-	48,000	-	48,000
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Supplies	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	48,000	-	48,000	-	48,000
Other Financing Sources (Uses)					
Capital Outlay	(130,000)	-	(130,000)	-	(130,000)
Transfers In	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Total Other Financing Sources (Uses)	(130,000)	-	(130,000)	-	(130,000)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(82,000)	-	(82,000)	-	(82,000)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

LOAN REPAYMENT

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	-	-	-	-	-
Interest Revenues	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Supplies	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Reserves	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

PROPERTY & FORFEITURE

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grants	4,000	-	4,000	-	4,000
Other Revenues	-	-	-	43,804	43,804 D
Total Revenues	4,000	-	4,000	43,804	47,804
<u>EXPENDITURES</u>					
Supplies	48,000	-	48,000	(196) D	47,804
Contractual Sevices	-	-	-	-	-
Total Expenditures	48,000	-	48,000	(196)	47,804
Excess (Deficiency) of Revenue Over Expenditures	(44,000)	-	(44,000)	44,000	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(44,000)	-	(44,000)	44,000	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

LAW ENFORCEMENT EMPLOYEE CONT ED

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grants	5,000	-	5,000	-	5,000
Other Revenues	-	-	-	-	-
Total Revenues	5,000		5,000	-	5,000
<u>EXPENDITURES</u>					
Supplies	-	-	-	-	-
Contractual & Other Costs	17,000	-	17,000	-	17,000
Total Expenditures	17,000		17,000	-	17,000
Excess (Deficiency) of Revenue Over Expenditures	(12,000)	-	(12,000)	-	(12,000)
Other Financing Sources (Uses)					
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(12,000)	-	(12,000)	-	(12,000)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

VCR GRANT

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grants	55,087	-	55,087	-	55,087
Other Revenues	-	-	-	-	-
Total Revenues	55,087		55,087	-	55,087
<u>EXPENDITURES</u>					
Supplies	384	-	384	9,401 E	9,785
Contractual & Other Costs	-	-	-	25,823 E	25,823
Total Expenditures	-		384	35,224	35,608
Excess (Deficiency) of Revenue Over Expenditures	55,087	-	54,703	(35,224)	19,479
Other Financing Sources (Uses)					
Transfers In Capital	-	-	-	-	-
	(54,703)	-	(54,703)	35,224 E	(19,479)
Total Other Financing Sources (Uses)	-		(54,703)	35,224	(19,479)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	55,087	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

TXDOT-SECTION 5310

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	-	-	-	-	-
Grants	-	-	-	50,000 F	50,000
Other Revenues	-	-	-	-	-
Total Revenues	-	-	-	50,000	50,000
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Supplies	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	50,000	50,000
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	(50,000) F	(50,000)
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	(50,000)	(50,000)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

JARC COLONIA GRANT

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	-	-	-	-	-
Grants	-	-	-	-	-
Other Revenues	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Supplies	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

ECO. COMM. & HOUSING DEV

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Miscellaneous Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	96,594	-	96,594	-	96,594
Supplies	12,450	-	12,450	-	12,450
Contractual & Other Costs	21,789	-	21,789	15,000 G	36,789
Capital Outlay	-	-	-	-	-
Total Economic Development	130,833	-	130,833	15,000	145,833
Excess (Deficiency) of Revenue Over Expenditures	(130,833)	-	(130,833)	(15,000)	(145,833)
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfers In	130,833	-	130,833	-	130,833
Total Other Financing Sources (Uses)	130,833	-	130,833	-	130,833
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	(15,000)	(15,000)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

DEBT SERVICE

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Current Year Taxes	3,490,348	-	3,490,348	-	3,490,348
Prior Year Taxes	70,000	-	70,000	-	70,000
Penalty & Interest	60,000	-	60,000	-	60,000
Interest Income	2,000	-	2,000	-	2,000
Miscellaneous Income	-	-	-	-	-
Total Revenues	3,622,348	-	3,622,348	-	3,622,348
<u>EXPENDITURES</u>					
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	3,622,348	-	3,622,348	-	3,622,348
Other Financing Sources (Uses)					
Debt Services	(5,151,947)	-	(5,151,947)	-	(5,151,947)
Bond Proceeds	-	-	-	-	-
Transfers In	1,484,071	-	1,484,071	-	1,484,071
Total Other Financing Sources (Uses)	(3,667,876)	-	(3,667,876)	-	(3,667,876)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(45,528)	-	(45,528)	-	(45,528)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

QUALIA RELIEF ROUTE

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Miscellaneous Income	-	-	-	-	-
Grant	2,050,000	-	2,050,000	-	2,050,000
Total Revenues	2,050,000	-	2,050,000	-	2,050,000
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	2,050,000	-	2,050,000	-	2,050,000
Other Financing Sources (Uses)					
Capital Outlay	(2,564,652)	-	(2,564,652)	-	(2,564,652)
Bond Proceeds 2008	-	-	-	-	-
Transfer In	-	-	-	-	-
Total Other Financing Sources (Uses)	(2,564,652)	-	(2,564,652)	-	(2,564,652)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(514,652)	-	(514,652)	-	(514,652)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

ANIMAL SHELTER(33)

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Miscellaneous Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

BICYCLE & WALKING TRAIL(34)

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Miscellaneous Income	-	-	-	-	-
Grant	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfers In	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

C.P.-Fire Station

	ADOPTED BUDGET	AMENDED TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Grant Funding	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Bond Proceeds 2007	-	-	-	-	-
Transfers Out	-	-	-	-	-
Issuance Costs	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Revenue & Other Sources Over Expenditures & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

EMERGENCY OPERATIONS CENTER

	<u>ADOPTED BUDGET</u>	<u>AMENDED TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Grant Funding	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Bond Proceeds	-	-	-	-	-
Transfers Out	-	-	-	-	-
Issuance Costs	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Excess (Deficiency) of Revenue & Other Sources Over Expenditures & Other Uses	-	-	-	-	-

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

STREET IMPROVEMENT

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Grant Funding	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
Total Revenues	-	-	-	-	-
<u>EXPENDITURES</u>					
Personnel Services	-	-	-	-	-
Contractual & Other Costs	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Excess (Deficiency) of Revenue Over Expenditures	-	-	-	-	-
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	(10,258,667) A	(10,258,667)
Bond Proceeds	-	-	-	5,500,000 A	5,500,000
Total Other Financing Sources (Uses)	-	-	-	(4,758,667)	(4,758,667)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	(4,758,667)	(4,758,667)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

GAS SYSTEM FUND

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Charges for Services					
Gas Sales	3,908,859	-	3,908,859	-	3,908,859
Charges for Services	106,000	-	106,000	-	106,000
Interest Income	2,000	-	2,000	-	2,000
Miscellaneous	10,500	-	10,500	-	10,500
Total Revenues	4,027,359	-	4,027,359	-	4,027,359
<u>EXPENDITURES</u>					
Personnel Services	877,475	-	877,475	4,404 A	881,879
Supplies	122,901	(600)	122,301	-	122,301
Contractual & Other Costs	358,423	600	359,023	-	359,023
Purchases for Resale	1,007,782	-	1,007,782	-	1,007,782
Total Expenditures	2,366,581	-	2,366,581	4,404	2,370,985
Excess (Deficiency) of Revenue Over Expenditures	1,660,778	-	1,660,778	(4,404)	1,656,374
Other Financing Sources (Uses)					
Capital Outlay	(100,000)	-	(100,000)	-	(100,000)
Debt Service	(111,384)	-	(111,384)	-	(111,384)
Transfers Out	(1,358,064)	-	(1,358,064)	-	(1,358,064)
Transfer In	-	-	-	-	-
Total Other Financing Sources (Uses)	(1,569,448)	-	(1,569,448)	-	(1,569,448)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	91,330	-	91,330	(4,404)	86,926

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

WATER FUND

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Water Sales	9,000,000	-	9,000,000	-	9,000,000
Charges for Services	420,000	-	420,000	-	420,000
Interest Income	12,000	-	12,000	-	12,000
Grants	-	-	-	-	-
Miscellaneous	12,000	-	12,000	-	12,000
Total Revenues	9,444,000	-	9,444,000	-	9,444,000
<u>EXPENDITURES</u>					
Water Production					
Personnel Services	445,810	-	445,810	(35,418) A	410,392
Supplies	173,500	-	173,500	54,000 B	227,500
Contractual & Other Costs	1,060,139	-	1,060,139	70,500 B	1,130,639
Total Water Production	1,679,449	-	1,679,449	89,082	1,768,531
Water Distribution					
Personnel Services	1,695,073	-	1,695,073	(11,692) A	1,683,381
Supplies	380,400	-	380,400	40,000 B	420,400
Contractual & Other Costs	604,545	-	604,545	-	604,545
Total Water Distribution	2,680,018	-	2,680,018	28,308	2,708,326
Total Expenditures	4,359,467	-	4,359,467	117,390	4,476,857
Excess (Deficiency) of Revenue Over Expenditures	5,084,533	-	5,084,533	(117,390)	4,967,143
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	(1,515,076) B	(1,515,076)
Debt Charges	(3,806,863)	-	(3,806,863)	-	(3,806,863)
Transfer Out	(759,505)	-	(759,505)	-	(759,505)
Bond Proceeds	-	-	-	575,000 B	575,000
Total Other Financing Sources (Uses)	(4,566,368)	-	(4,566,368)	(940,076)	(5,506,444)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	518,165	-	518,165	(1,057,466)	(539,301)
Debt Covenant Ratio Calculation:					
Operating Net Income	5,084,533		5,084,533		4,967,143
Total Annual Debt	3,806,863		3,806,863		3,806,863

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

Debt Ratio Covenant

1.34

1.34

1.30

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

INTERNATIONAL BRIDGE FUND

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Bridge Tolls	7,493,650	-	7,493,650	-	7,493,650
Interest Income	9,000	-	9,000	-	9,000
Facilities Rental	-	-	-	-	-
Grant	-	-	-	-	-
Other Revenues	7,500	-	7,500	-	7,500
Total Revenues	7,510,150	-	7,510,150	-	7,510,150

EXPENDITURES

Personnel Services	539,441	-	539,441	853	A	540,294
Supplies	13,650	1,000	14,650	50,000	C	64,650
Contractual & Other Costs	156,363	(1,000)	155,363	194,770	C	350,133
Total Expenditures	709,454	-	709,454	245,623		955,077
Excess (Deficiency) of Revenue Over Expenditures	6,800,696	-	6,800,696	(245,623)		6,555,073

Other Financing Sources (Uses)

Capital Outlay	-	-	-	(2,000,000)	C	(2,000,000)
Proceeds	-	-	-	2,000,000	C	2,000,000
Debt Charges	(229,550)	-	(229,550)	-		(229,550)
Reserve	(374,683)	-	(374,683)	-		(374,683)
Transfers Out	(6,196,463)	-	(6,196,463)	-		(6,196,463)
Total Other Financing Sources (Uses)	(6,800,696)	-	(6,800,696)	-		(6,800,696)

**Excess (Deficiency) of Rev. & Other
Sources Over Exp. & Other Uses**

-	-	-	(245,623)	(245,623)
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Debt Covenant Ratio Calculation:

Operating Net Income	6,800,696	6,800,696	6,555,073
Total Annual Debt	229,550	229,550	229,550
Debt Ratio Covenant	29.63	29.63	28.56

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

INTERNATIONAL AIRPORT

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Hangar Rentals	146,000	-	146,000	-	146,000
Service Charges	48,000	-	48,000	-	48,000
Interest Revenues	150	-	150	-	150
Grant Revenues	196,754	-	196,754	-	196,754
Other Revenues	2,000	-	2,000	-	2,000
Total Revenues	392,904	-	392,904	-	392,904
<u>EXPENDITURES</u>					
Personnel Services	231,600	-	231,600	(7,230) A	224,370
Supplies	20,500	-	20,500	-	20,500
Contractual & Other Costs	120,710	-	120,710	16,385 D	137,095
Total Expenditures	372,810	-	372,810	9,155	381,965
Excess (Deficiency) of Revenue Over Expenditures	20,094	-	20,094	(9,155)	10,939
Other Financing Sources (Uses)					
Capital Outlay	(258,508)	-	(258,508)	-	(258,508)
Transfers In	240,173	-	240,173	16,385 D	256,558
Transfer Out	(1,759)	-	(1,759)	-	(1,759)
Reserves	-	-	-	-	-
Debt Charges	-	-	-	-	-
Total Other Financing Sources (Uses)	(20,094)	-	(20,094)	16,385	(3,709)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	7,230	7,230

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

REFUSE

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Refuse Collections	4,591,000	-	4,591,000	-	4,591,000
Interest Revenues	800	-	800	-	800
Grant Revenues	-	-	-	-	-
Other Revenues	752,500	-	752,500	-	752,500
Total Revenues	5,344,300	-	5,344,300	-	5,344,300

EXPENDITURES

Personnel Services	613,417	-	613,417	1,024	A	614,441
Supplies	47,730	-	47,730	-		47,730
Contractual & Other Costs	3,794,008	-	3,794,008	-		3,794,008
Reserves	171,000	-	171,000	-		171,000
			-			
Total Expenditures	4,626,155	-	4,626,155	1,024		4,627,179
Excess (Deficiency) of Revenue Over Expenditures	718,145	-	718,145	(1,024)		717,121
Other Financing Sources (Uses)						
Capital Outlay	(5,008)	-	(5,008)	(490,772)	E	(495,780)
Bonds Proceeds	-	-	-	470,000	E	470,000
Debt Charges	(192,967)	-	(192,967)	-		(192,967)
Transfers Out	(510,000)	-	(510,000)	-		(510,000)
Transfers In	-	-	-	20,772	E	20,772
Total Other Financing Sources (Uses)	(707,975)	-	(707,975)	-	-	(707,975)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	10,170	-	10,170	(1,024)		9,146

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

MUNICIPAL FACILITIES

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Facility Rentals	281,868	-	281,868	-	281,868
Interest Income	100	-	100	-	100
Grant Revenues	-	-	-	-	-
Miscellaneous Income	20,000	-	20,000	-	20,000
Total Revenues	301,968	-	301,968	-	301,968

EXPENDITURES

Personnel Services	337,264	-	337,264	776	A	338,040
Supplies	29,117	(2,500)	26,617	6,880	F	33,497
Contractual & Other Costs	342,843	2,500	345,343	-		345,343
Purchase for Resale	-	-	-	-		-
Total Expenditures	709,224	-	709,224	7,656		716,880
Excess (Deficiency) of Revenue Over Expenditures	(407,256)	-	(407,256)	(7,656)		(414,912)

Other Financing Sources (Uses)

Capital Outlay	-	-	-	(27,179)	F	(27,179)
Operating Transfers In	423,106	-	423,106	34,059	F	457,165
Transfer Out	-	-	-	-		-
Debt Charges	(15,850)	-	(15,850)	-		(15,850)
Total Other Financing Sources (Uses)	407,256	-	407,256	6,880		414,136

**Excess (Deficiency) of Rev. & Other
Sources Over Exp. & Other Uses**

-	-	-	(776)	(776)
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**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

WASTEWATER FUND

	ADOPTED BUDGET	BUDGET TRANSFERS	AMENDED BUDGET AFTER TRANSFERS	PROPOSED BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET
<u>REVENUE(S)</u>					
Revenues					
Sewage Charges	4,100,000	-	4,100,000	-	4,100,000
Service Fees	30,000	-	30,000	-	30,000
Interest Income	3,500	-	3,500	-	3,500
Miscellaneous Income	8,000	-	8,000	-	8,000
Total Revenues	4,141,500	-	4,141,500	-	4,141,500
<u>EXPENDITURES</u>					
Wastewater Collections					
Personnel Services	610,186	-	610,186	58,508	A 668,694
Supplies	77,300	(900)	76,400	40,000	G 116,400
Contractual & Other Costs	283,243	(3,600)	279,643	20,000	G 299,643
Total Wastewater Collection	970,729	(4,500)	966,229	118,508	1,084,737
-					
Wastewater Treatment					
Personnel Services	315,707	-	315,707	4,083	A 319,790
Supplies	100,400	4,500	104,900	-	104,900
Contractual & Other Costs	573,223	-	573,223	-	573,223
Total Wastewater Treatment	989,330	4,500	993,830	4,083	997,913
Total Expenditures	1,960,059	-	1,960,059	122,591	2,082,650
Excess (Deficiency) of Revenue Over Expenditures	2,181,441	-	2,181,441	(122,591)	2,058,850
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	(565,000)	G (565,000)
Transfers Out	(611,770)	-	(611,770)	-	(611,770)
Transfers In	-	-	-	-	-
Bond Proceeds	-	-	-	565,000	G 565,000
Debt Charges	(1,254,483)	-	(1,254,483)	-	(1,254,483)
Total Other Financing Sources (Uses)	(1,866,253)	-	(1,866,253)	-	(1,866,253)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	315,188	-	315,188	(122,591)	192,597
Debt Covenant Ratio Calculation:					
Operating Net Income	2,181,441		2,181,441		2,058,850

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT #1**

Total Annual Debt	1,254,483	1,254,483	1,254,483
Debt Ratio Covenant	1.74	1.74	1.64

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT # 1**

UTILITY BILLING

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	769,148	-	769,148	-	769,148
Interest Income	-	-	-	-	-
Total Revenues	769,148	-	769,148	-	769,148
<u>EXPENDITURES</u>					
Personnel Services	602,766	-	602,766	(3,049) A	599,717
Supplies	21,700	(306)	21,394	-	21,394
Contractual & Other Costs	145,791	306	146,097	-	146,097
Total Expenditures	770,257	-	770,257	(3,049)	767,208
Excess (Deficiency) of Revenue Over Expenditures	(1,109)	-	(1,109)	3,049	1,940
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfer Out	(2,596)	-	(2,596)	-	(2,596)
Transfer In	-	-	-	-	-
Total Other Financing Sources (Uses)	(2,596)	-	(2,596)	-	(2,596)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	(3,705)	-	(3,705)	3,049	(656)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT # 1**

COMPUTER SERVICES

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	483,222	-	483,222	109,289	592,511 B
Interest Income	-	-	-	-	-
Total Revenues	483,222	-	483,222	109,289	592,511
<u>EXPENDITURES</u>					
MIS Department					
Personnel Services	177,533	-	177,533	5,691	183,224 A
Supplies	6,070	-	6,070	-	6,070
Contractual & Other Costs	205,361	-	205,361	-	205,361
Total MIS Department	388,964	-	388,964	5,691	394,655
GIS Department					
Personnel Services	93,535	-	93,535	55	93,590 A
Supplies	1,197	-	1,197	-	1,197
Contractual & Other Costs	46,206	-	46,206	-	46,206
Total GIS Department	140,938	-	140,938	55	140,993
Total Expenditures	529,902	-	529,902	5,746	535,648
Excess (Deficiency) of Revenue Over Expenditures	(46,680)	-	(46,680)	103,543	56,863
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	(790,000)	(790,000) B
Debt Service	(105,296)	-	(105,296)	(109,289)	(214,585) B
Transfer Out	(2,544)	-	(2,544)	-	(2,544)
Bond Proceeds	-	-	-	790,000	790,000 B
Transfer In	154,520	-	154,520	-	154,520
Total Other Financing Sources (Uses)	46,680	-	46,680	(109,289)	(62,609)
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	-	-	-	(5,746)	(5,746)

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT # 1**

FLEET SERVICE

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	786,050	-	786,050	-	786,050
Interest Income	-	-	-	-	-
Gain on Sale of Fixed Assets	30,000	-	30,000	-	30,000
Total Revenues	816,050	-	816,050	-	816,050
<u>EXPENDITURES</u>					
Personnel Services	346,389	-	346,389	1,990 A	348,379
Supplies	298,968	(124)	298,844	-	298,844
Contractual & Other Costs	140,693	124	140,817	-	140,817
Total Expenditures	786,050	-	786,050	1,990	788,040
Excess (Deficiency) of Revenue Over Expenditures	30,000	-	30,000	(1,990)	28,010
Other Financing Sources (Uses)					
Capital Outlay	-	-	-	-	-
Transfer Out	-	-	-	208,106 C	208,106
Transfer In	89,781	-	89,781	-	89,781
Total Other Financing Sources (Uses)	89,781	-	89,781	208,106	297,887
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	119,781	-	119,781	206,116	325,897

**CITY OF DEL RIO
FY 2016-2017
AMENDMENT # 1**

HEALTH CLAIMS

	<u>ADOPTED BUDGET</u>	<u>BUDGET TRANSFERS</u>	<u>AMENDED BUDGET AFTER TRANSFERS</u>	<u>PROPOSED BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET</u>
<u>REVENUE(S)</u>					
Revenues					
Charges for Services	3,386,689	-	3,386,689	-	3,386,689
Interest Income	300	-	300	-	300
Total Revenues	<u>3,386,989</u>	-	<u>3,386,989</u>	-	<u>3,386,989</u>
 <u>EXPENDITURES</u>					
Health Claims	3,386,989	-	3,386,989	-	3,386,989
Total Expenditures	<u>3,386,989</u>	-	<u>3,386,989</u>	-	<u>3,386,989</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Financing Sources (Uses)					
Debt Charges	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Rev. & Other Sources Over Exp. & Other Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Meeting Date: 01/24/2017

Submitted By: Gilbert Sanchez, Finance Director, Finance

Information

SUBJECT:

O: 2017 - 018 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing the Issuance, Sale and Delivery of City of Del Rio, Texas General Obligation Refunding Bonds, Series 2017; Approving and Authorizing a Purchase Contract, an Escrow Agreement, and a Paying Agent/Registrar Agreement; Approving and Authorizing All Other Instruments and Procedures Related Thereto, Delegating Authority to the City Manager to Select Outstanding Bonds to be Refunded and Approve All Final Terms of the Bonds, Declaring an Effective Date, and Ordaining Other Matters Relating to The Subject - Gilbert E. Sanchez, Finance Director

SUMMARY:

Discussion and possible action on an ordinance authorizing the issuance of general obligation refunding bonds, series 2017, approving and authorizing a purchase contract, an escrow agreement, a paying agent/registrar agreement, approving and authorizing all other instruments and procedures related thereto, delegating authority to the City Manager to select outstanding bonds to be refunded and approve all final terms of the bonds.

BACKGROUND:

The current refunding opportunity on previously City of Del Rio issues:

Co's Series 2007 Certificates	
Co's Series 2007 Bonds	

The refunding opportunity currently produces lower debt requirements in 2017 through 2027.

DISCUSSION:

On September 2016, during discussion of the FY 15-16 CIP with the Financial Advisors, they mentioned that the opportunity of refunding all or a portion of the Series 2007 Certificates and Series 2007 Bonds had become available.

With the help of the City's financial advisors (Estrada Hinojosa & Company) and Bond Counsel (McCall, Parkhurst & Horton L.L.P), the City is presenting the Ordinance to issue the 2017 Refunding Bonds.

PROS:

By approving this Ordinance, the City of Del Rio will refinance certain bonds/certificates and experience savings.

CONS:

The City must comply with all laws and payments in connection with the issuance of the general obligation refunding bonds, series 2017.

RECOMMENDATION:

Staff recommends the approval of an Ordinance to authorize the issuance of general obligation refunding bonds, series 2017.

Fiscal Impact

FISCAL IMPACT:

By issuing the refunding bonds, series 2017, the City must make principal and interest debt payments funded from the appropriate funding source.

Attachments

Refunding Series 2017 Ordinance

ORDINANCE NO. 2017 - 018

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017; APPROVING AND AUTHORIZING A PURCHASE CONTRACT, AN ESCROW AGREEMENT, AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING AND AUTHORIZING ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO; DELEGATING AUTHORITY TO THE MAYOR AND/OR THE CITY MANAGER TO SELECT OUTSTANDING BONDS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS; DECLARING AN EFFECTIVE DATE; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF VAL VERDE §
CITY OF DEL RIO §

WHEREAS, the CITY OF DEL RIO, TEXAS (the "**City**") in Val Verde County, Texas, is a political subdivision of the State of Texas operating as a home-rule city pursuant to the Texas Local Government Code; and

WHEREAS, among numerous series of bonds of the City which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on such bonds as they become due, within the limits permitted by law, there are specifically outstanding the following series of obligations:

*City of Del Rio, Texas Combination Tax and Revenue Certificates of Obligation, Series 2007, dated May 15, 2007, maturing on June 1 in the years 2017 through 2027, and currently outstanding in the aggregate principal amount of \$2,320,000 (the "**Series 2007 Certificates**")*; and

*City of Del Rio, Texas General Obligation Refunding Bonds, Series 2007, dated May 15, 2007, maturing on June 1 in the years 2017 through 2027, and currently outstanding in the aggregate principal amount of \$5,725,000 (the "**Series 2007 Bonds**")*; and

WHEREAS, pursuant to the ordinance which authorized the issuance of the Series 2007 Certificates, maturities 2018 through 2027 of such Series 2007 Certificates are subject to redemption, at the option of the City, at the redemption price of par, on June 1, 2017 or any date thereafter; and pursuant to the ordinance which authorized the issuance of the Series 2007 Bonds, maturities 2018 through 2027 of such Series 2007 Bonds are subject to redemption, at the option of the City, at the redemption price of par, on June 1, 2017 or any date thereafter; and

WHEREAS, the City now desires to authorize the refunding of all or a portion of the Series 2007 Certificates and Series 2007 Bonds that are subject to optional redemption on June 1, 2017; and

WHEREAS, pursuant to the provisions of Section 1207.007(a)(4), Texas Government Code, the City now desires to delegate to a "Designated Officer" (as defined in Section 1(a) below) the authority, individually or collectively, to select the specific maturities and principal amounts of the Series 2007 Certificates and Series 2007 Bonds described in the preceding recital to be refunded with proceeds of the bonds authorized pursuant to this Ordinance and effect the sale of such bonds; and

WHEREAS, the Series 2007 Certificates and Series 2007 Bonds selected by a Designated Officer to be refunded as authorized by Section 1(c) of this Ordinance are hereafter referred to as the "**Refunded Obligations**"; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("**Chapter 1207**"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for the City, in an amount sufficient to provide for the payment and/or redemption of the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, Chapter 1207 (specifically Section 1207.062, Texas Government Code) further authorizes the City to enter into an escrow agreement with any paying agent for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for the City, with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree; provided that such deposits may be invested and reinvested in:

(i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States,

(ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and

(iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent,

and all of which must mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or redemption of the Refunded Obligations; and

WHEREAS, the Designated Officer is hereby authorized to select any paying agent for the Refunded Bonds or another trust company or commercial bank that does not act as a depository for the City as the escrow agent (the "**Escrow Agent**") for the Refunded Obligations and the Escrow Agreement hereinafter authorized between the City and Escrow Agent shall constitute an escrow agreement of the kind authorized and permitted by Chapter 1207; and

WHEREAS, the City Council of the City hereby finds and declares a public purpose and deems it advisable and in the best interests of the City to issue a series of bonds (defined in Section 2 hereof as the "**Bonds**"), the proceeds of which will be used to pay costs of issuance and refund the Refunded Obligations in order to achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided, however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least 3.00% of the principal of the Refunded Obligations; and

WHEREAS, the Bonds hereinafter authorized and designated are to be issued and delivered pursuant to Chapter 1207; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE BONDS; DELEGATION OF AUTHORITY TO CERTAIN CITY OFFICIALS.

(a) Authorization to Issue General Obligation Refunding Bonds. General obligation bonds of the City are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the Mayor and/or the City Manager (each a "**Designated Officer**") pursuant to the provisions of Section 1(b) of this Ordinance **FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS AND TO PAY FOR COSTS OF ISSUANCE.**

(b) Delegation of Final Terms. As authorized by Section 1207.007, Texas Government Code, each Designated Officer is hereby authorized, appointed, and designated as an officer of the City authorized to act on behalf of the City to effect the sale of the Bonds and to establish the terms and details related to the issuance and sale of the Bonds including the total aggregate principal amount of Bonds to be issued (but in no event to exceed \$8,000,000 in aggregate principal amount), the price at which the Bonds will be sold (but in no event shall the Bonds be sold at a price which would result in a net present value savings of less than 3.00% of the principal amount of the Refunded Obligations), the date of the Bonds, the aggregate principal amount of each maturity thereof, the due date of each maturity (but in no event later than *June 1, 2027*), the rate of interest to be borne on the principal amount of each such maturity (but in no event to exceed a net effective interest rate for all of the Bonds of 4.00% per annum), the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to any

mandatory sinking fund redemption provisions for any maturity, the method of sale of the Bonds (negotiated underwriting or competitive sale), the Underwriters (if a negotiated underwriting) or the Purchaser (if a competitive sale) and all other matters relating to the issuance, sale and delivery of the Bonds. The Designated Officer, acting for and on behalf of the City, is further authorized to (i) complete and attach *Exhibit A* of this Ordinance, and (ii) revise and complete the FORM OF BOND set forth in Section 5 of this Ordinance, with the final terms of the Bonds approved pursuant to the authority granted herein, and to enter into, execute and carry out an agreement to purchase the Bonds (the "**Purchase Contract**") with the Purchaser named in Section 13 herein.

(c) Delegation of Authority to Select Series 2007 Certificates and Series 2007 Bonds for Refunding. As authorized by Section 1207.007(a)(4), Texas Government Code, each Designated Officer, for and on behalf of the Issuer, is hereby authorized to select all or any portion of the Series 2007 Certificates and Series 2007 Bonds described in the third and fourth recitals to this Ordinance to be refunded with proceeds of the Bonds and to evidence the selection of such Series 2007 Certificates and Series 2007 Bonds by executing and attaching to this Ordinance as *Exhibit B* a certificate describing the maturities and the principal amount of such maturities of the Series 2007 Certificates and Series 2007 Bonds to be refunded with the proceeds of the Bonds.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Designated Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by a Designated Officer pursuant to such delegated authority and incorporated in *Exhibit A* will be, in the City's best interests, and the Designated Officer is hereby authorized to make and include in *Exhibit A* an appropriate finding to that effect.

(e) Expiration of Delegation Authority. The authority delegated to a Designated Officer pursuant to Sections 1(b) and (c) above shall expire on July 24, 2017.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each Bond issued pursuant to this Ordinance shall be designated: **CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2017**, and initially there shall be issued, sold and delivered hereunder one fully registered bond, numbered T-1 (the "**Initial Bond**"), without interest coupons, dated as of the date determined by a Designated Officer and set forth in *Exhibit A*, and payable on the dates and in the principal installments determined by a Designated Officer and set forth in *Exhibit A*, with Bonds issued and delivered in substitution for the Initial Bond being in the denomination of \$5,000 or any integral multiple thereof, being numbered consecutively from R-1 upward, and being payable to the initial registered owner designated in Section 13 hereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (the "**Registered Owner**").

The term "**Bonds**" used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "**Bond**" shall mean any of the Bonds

SECTION 3. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity at the rates per annum determined by a Designated Officer as set forth in *Exhibit A* attached hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BONDS set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE BONDS.

(a) *Registration, Transfer, and Exchange; Authentication.* The Issuer shall keep or cause to be kept at the designated office of a paying agent to be approved by the Designated Officer (the "**Paying Agent/Registrar**") books or records of the registration and transfer of the Bonds (the "**Registration Books**"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit C* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BONDS set forth in this Ordinance. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BONDS set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and

delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Sections 1201.061 through 1201.067 of the Public Securities Code, Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BONDS set forth in this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for the Initial Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF BONDS below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance.

Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified in Section 13 herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("**DTC Participant**") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall (i) appoint a successor securities

depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation, if necessary, with DTC establishing the book-entry only system with respect to the Bonds.

(i) Delivery of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds and, payable in stated installments to the initial registered owner named in Section 13 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and the City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Bonds, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to the initial registered owner or its designee one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

SECTION 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

[The remainder of this page intentionally left blank.]

FORM OF BOND

R-__

Principal Amount
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF VAL VERDE
CITY OF DEL RIO, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017

INTEREST RATE	DATE OF SERIES	MATURITY DATE	CUSIP NO.
_____%	_____, 2017	_____, 20__	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the **CITY OF DEL RIO, TEXAS** (the "**City**"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "**Registered Owner**") the Principal Amount set forth above, and to pay interest thereon from _____, at the Interest Rate per annum specified above, on June 1, _____, and semiannually on each December 1 and June 1 thereafter to the Maturity Date specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such Principal Amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust or commercial banking office (initially located in Dallas, Texas) of _____, which is the "**Paying Agent/Registrar**" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of the Bonds (the "**Bond Ordinance**") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteenth day of the month next preceding each such date (the "**Record Date**") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered

Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the fifteenth day next preceding the date of mailing of such notice. The City covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE FOR ANY PAYMENT DUE on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A SERIES OF BONDS dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ ***FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS AND TO PAY FOR COSTS OF ISSUANCE.***

ON JUNE 1, 20__, ***OR ON ANY DATE THEREAFTER***, the Bonds scheduled to mature on and after June 1, 20__ may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of such Bond may be redeemed only in an integral multiple of \$5,000 in principal amount) at the redemption price equal to the principal amount being called for redemption plus unpaid accrued interest. If less than all of such Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Bonds may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be

so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of a Bond during the period commencing with the close of business on any Record Date immediately preceding a principal or interest payment date for such Bond and ending with the opening of business on the next following principal or interest payment date.

WHENEVER THE BENEFICIAL OWNERSHIP of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT ANY PAYING AGENT/REGISTRAR for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to

provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits provided by law.

THE CITY HAS RESERVED THE RIGHT TO AMEND the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING THE REGISTERED OWNER of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)
City Secretary, City of Del Rio, Texas

(facsimile signature)
Mayor [Pro-Tem], City of Del Rio, Texas

(SEAL)

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____, Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

/_____/ _____
(Assignee's Social Security or Taxpayer Identification) (Print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

INITIAL BOND INSERTIONS

The Initial Bond shall be in the form set forth above except that:

- (A) Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

"ON THE RESPECTIVE MATURITY DATES specified below, the **CITY OF DEL RIO, TEXAS** (the "**City**"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "**Registered Owner**"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from _____ at the respective Interest Rates per annum specified below, payable on June 1, _____, and semiannually on each December 1 and June 1 thereafter to the respective Maturity Dates specified below. The respective Maturity Dates, Principal Installments and Interest Rates for this Bond are set forth in the following schedule:

MATURITY DATE	PRINCIPAL INSTALLMENT (\$)	INTEREST RATE (%)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert information from Exhibit A]

- (C) The Initial Bond shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.

(a) Interest and Sinking Fund; Tax Levy. A special "**Interest and Sinking Fund**" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and the principal of said Bonds. Immediately after the issuance and delivery of the Bonds, all accrued interest on the Bonds, together with any premium on the Bonds that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, shall be deposited to the credit of the Interest and Sinking Fund. In addition, all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. For each fiscal year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and

produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund created by this Ordinance. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed. Income and profits from such investments shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 8. DEFEASANCE OF BONDS.

(a) Defeasance. Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "**Defeased Bond**") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "**Future Escrow Agreement**") for such payment (1) lawful money of the

United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term "**Defeasance Securities**" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Bonds.

(d) Duties of Paying Agent/Registrar. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Certificates of Obligation to be Defeased. In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND OTHER MATTERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the

Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City) may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) *Covenants.* The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of thirty days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "**Rebate Fund**" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not

adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit D* as the City's written procedures.

SECTION 12. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Rule**" means SEC Rule 15c2-12, as amended from time to time.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in *Exhibit E* hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit D* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders;
3. Redemption calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the

City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating

data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 13. SALE OF BONDS. The Bonds are hereby authorized to be sold and shall be delivered to collectively, collectively, _____, as representative of a group of underwriters (collectively, the "*Underwriters*") of the Bonds at a price determined by a Designated Officer as set forth in *Exhibit A* attached hereto, and pursuant to the terms and provisions of a Purchase Contract in the form approved by a Designated Officer, which each Designated Officer is hereby authorized and directed to execute and deliver. The City will initially deliver to the Underwriters the Initial Bond described in Section 2 hereof, which shall be registered in the name of _____

SECTION 14. APPROVAL OF OFFICIAL STATEMENT. The City hereby authorizes the Mayor and the City Manager to approve the form and content of an Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and to approve the distribution of the Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The preparation, distribution and use of a Preliminary Official Statement for the Bonds is also hereby approved.

SECTION 15. APPROVAL OF ESCROW AGREEMENT; REFUNDING OF REFUNDED OBLIGATIONS. Concurrently with the initial delivery of the Bonds the City shall deposit an amount from the proceeds from the sale of the Bonds and other available funds of the City, if required, with _____ (the "*Escrow Agent*"), sufficient to provide for the refunding of the Refunded Obligations, all in accordance with Chapter 1207. Attached hereto as *Exhibit F* is an Escrow Agreement between the City and the Escrow Agent, which is hereby approved in substantially final form, and the Mayor or Mayor Pro-Tem and City Secretary of the City are hereby authorized, for and on behalf of the City, to approve any changes in the Escrow Agreement from the form attached hereto and to execute the Escrow Agreement in final form.

SECTION 16. REDEMPTION OF REFUNDED OBLIGATIONS. There is attached to this Ordinance as *Exhibit G*, and made a part hereof for all purposes, a *NOTICE OF REDEMPTION* for each series of the Refunded Obligations. (The Designated Officer and the City Secretary are authorized to substitute a revised *Exhibit F* to reflect the actual maturities and principal amount of such maturities of the Refunded Obligations that are selected by a Designated Officer to be refunded.) The City hereby exercises its option to redeem prior to maturity the Refunded Obligations described in each *NOTICE OF REDEMPTION*, and the Refunded Obligations are hereby called for redemption, and shall be redeemed, prior to maturity, on the date, at the place, and at the price set forth respectively therein.

As soon as practicable after the delivery of the Bonds, and in no event less than 30 days prior to the date set for redemption, a copy of each respective *NOTICE OF REDEMPTION* shall be sent to all registered owners of the respective Refunded Obligations by first class mail postage prepaid, addressed to such registered owners at their respective addresses shown on the registration books of the paying agent/registrar for such Refunded Obligations. In addition, as

soon as practicable after the issuance and delivery of the Bonds, a copy of each respective *NOTICE OF REDEMPTION* shall be filed with the MSRB through EMMA in order to comply with the City's requirements under the Rule to provide notice of the occurrence of certain material events.

[SECTION 17. INSURANCE. On the date of delivery of the Bonds, the City may obtain from the insurer approved by a Designated Officer and identified in Exhibit A attached hereto (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, for so long as said policy is in effect, the ordinance requirements of the Insurer, as a condition to the issuance of said policy, to be attached hereto as Exhibit H, are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Bonds to purchase such policy.]

SECTION 18. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager and Director of Finance of the City shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Official Statement, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Director of Finance, City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 19. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the registered owners of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, with prior written notice to the Insurer but without the consent of or notice to any registered owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the registered owners. The City may, with the written consent of the Insurer and the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of the Insurer and all of the registered owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Bond over

any other Bond, (ii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the registered owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the registered owners at the respective addresses shown on the Registration Books and to the Insurer. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Insurer and the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Insurer and the registered owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 20. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

SECTION 21. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance. Notwithstanding the foregoing, the Insurer shall have the right to direct all remedies upon an event of default, and the Insurer shall be recognized as the registered owner of the Bonds for the purposes of exercising all rights and privileges available to the holders.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 22. APPROPRIATION TO PAY PRINCIPAL AND INTEREST. The City Council hereby finds that there are sufficient funds available to pay the interest on the Bonds

coming due on June 1, 2017 and hereby directs the Director of Finance to transfer on or before such dates available funds to the Interest and Sinking Fund in an amount sufficient to pay the principal and interest coming due on such date.

SECTION 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 25. AMENDMENT TO BUDGET. It is hereby officially found and determined that the annual budget for this year is hereby amended to appropriate the proceeds from the Bonds for the purposes authorized herein.

Section 26. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AT A REGULAR MEETING ON THE 24th DAY OF JANUARY, 2017, AT WHICH MEETING A QUORUM WAS PRESENT.

Alma Levrie
City Secretary

Robert Garza
Mayor

**REVIEWED AS TO FORM
AND LEGALITY:**

**REVIEWED FOR
ADMINISTRATION:**

Suzanne West
City Attorney

Henry Arredondo
City Manager

** ** * * *

EXECUTION PAGE TO THE ORDINANCE AUTHORIZING THE ISSUANCE OF
CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

EXHIBIT A

FORM OF APPROVAL CERTIFICATE

CERTIFICATE APPROVING THE FINAL TERMS OF THE BONDS

I, the City Manager of the **CITY OF DEL RIO, TEXAS** (the "**City**"), pursuant to authority granted by the provisions of Section 1207.007, Texas Government Code, and by the City Council of the City in Section 1(b) of an ordinance approved by the City Council on January 24, 2017, relating to the issuance of the Bonds defined below (the "**Ordinance**"), hereby certify as follows:

1. **GENERAL.** This Certificate is given in connection with the issuance by the City of the **CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017** (the "**Bonds**") which, pursuant to the Ordinance, have been authorized by the City Council.

2. **DEFINITIONS.** All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT.** The Bonds shall be dated _____, 2017, and shall be issued in the aggregate principal amount of \$_____.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES.** The Bonds shall (i) mature on *June 1* in each of the years and in the respective principal amounts, and (ii) bear interest from _____, 2017, to their respective date of maturity at the respective interest rates, all as set forth below:

**CITY OF DEL RIO, TEXAS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017**

MATURITY DATE (6/1)	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)	MATURITY DATE (6/1)	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
--------------------------------	----------------------------------	------------------------------	--------------------------------	----------------------------------	------------------------------

5. **INTEREST ON BONDS.** As provided in Section 4 of the Ordinance and in the FORM OF BONDS contained in Section 5 of the Ordinance, interest on the Bonds shall be payable on each December 1 and June 1, commencing on _____, until stated maturity or redemption.

6. **OPTIONAL REDEMPTION.** The Bonds maturing on and after June 1, 20__, may be redeemed prior to their scheduled maturities, at the option of the City on June 1, 20__, or on any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.

7. **Initial Purchaser and Purchase Price.** The Bonds shall be sold to _____ as the initial purchaser thereof pursuant to [a negotiated underwriting] and shall be purchased at a price equal to \$_____ (which amount is equal to par, [plus][less] a net original issue [premium][discount] on the Bonds of \$_____, less Purchaser' discount of \$_____), plus accrued interest on the Bonds from February __, 2017, to the date of delivery. The Initial Bond shall be registered in the name of _____.

8. **DETERMINATION OF DEBT SERVICE SAVINGS.** Pursuant to the Ordinance, the City Council authorized the issuance of the Bonds in order to "*achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided, however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least 3.00% of the principal of the Refunded Obligations.*" The final terms of the Bonds as set forth in this Certificate have achieved such purpose, for the issuance of the Bonds will result in a gross debt service savings of \$_____ and a present value debt service savings of \$_____ (_____% of the principal amount of the Refunded Obligations), after taking into account the application of accrued interest on the Bonds in the amount of \$_____.

9. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE.** In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Bonds as set forth in this Certificate are in the City's best interests.

[10. **BOND INSURANCE.** .]

[The remainder of this page intentionally left blank]

***APPROVED BY CITY MANAGER OF THE CITY OF DEL RIO, TEXAS ON THE
____ DAY OF _____, 2017 IN ACCORDANCE WITH SECTION 1(B) OF THE
ORDINANCE.***

_____, [Mayor or City Manager]
CITY OF DEL RIO, TEXAS

SIGNATURE PAGE TO CERTIFICATE APPROVING FINAL TERMS OF THE
CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

[EXHIBIT A

Insurance Commitment]

EXHIBIT B

FORM OF CERTIFICATE APPROVING
OUTSTANDING OBLIGATIONS SELECTED FOR REFUNDING

**CERTIFICATE APPROVING
OUTSTANDING OBLIGATIONS SELECTED FOR REFUNDING**

I, the City Manager of the **CITY OF DEL RIO, TEXAS** (the "**City**"), pursuant to authority granted by the provisions of Section 1207.007(a)(4), Texas Government Code, and by the City Council of the City in Section 1(c) of an ordinance approved by the City Council of the City on January 24, 2017, relating to the issuance of the Bonds defined below (the "**Ordinance**"), hereby certify as follows:

1. This Certificate is given in connection with the issuance by the City of the **CITY OF DEL RIO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017** (the "**Bonds**") which, pursuant to the Ordinance, have been authorized by the City Council.

2. All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. Pursuant to Section 1(c) of the Ordinance, the City Council authorized the undersigned, as the City Manager of the City, to select to be refunded with proceeds of the Bonds all or a portion of the following outstanding obligations:

Series 2007 Certificates maturing in the years 2018 through 2027
Series 2007 Bonds maturing in the years 2018 through 2027

In accordance with such authority, and after consulting with the City's financial advisors, [I][we] hereby determine and approve the following Series 2007 Certificates and Series 2007 Bonds to be refunded with proceeds of the Bonds, which are described as follows:

***APPROVED BY THE CITY MANAGER OF THE CITY OF DEL RIO, TEXAS ON
THE ____ DAY OF _____, 2017, IN ACCORDANCE WITH SECTION 1(c) OF THE
ORDINANCE.***

_____, [Mayor or City Manager]
CITY OF DEL RIO, TEXAS

SIGNATURE PAGE TO
CERTIFICATE APPROVING OUTSTANDING OBLIGATIONS SELECTED FOR REFUNDING

EXHIBIT C

FORM OF PAYING AGENT REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS ELSEWHERE IN THIS TRANSCRIPT OF PROCEEDINGS

EXHIBIT D

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's chief financial officer (the "**Responsible Person**"), which currently is the City's Director of Finance, will:

- (i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (ii) monitor the actions of the Escrow Agent to ensure compliance with the applicable provisions of the Escrow Agreement, including with respect to reinvestment of cash balances;
- (iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Bonds (the "**Issue Date**"), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and

- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT E

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 12 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.

2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under [Tables 1 through 5 and 7 through 12] thereof.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT F

FORM OF ESCROW AGREEMENT

THE ESCROW AGREEMENT IS OMITTED AT THIS POINT AS IT APPEARS ELSEWHERE
IN THIS TRANSCRIPT OF PROCEEDINGS

EXHIBIT G
FORM OF NOTICES OF REDEMPTION

[EXHIBIT H

INSURANCE COMMITMENT]

Meeting Date: 01/24/2017

Submitted By: Josie Balderas, Nutrition Director, COMMUNITY SERVICE

Information

SUBJECT:

O: 2017 - 019 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager Henry Arredondo, to Ratify the Acceptance of the Texans Feeding Texans: Home Delivered Meals Grant Agreement in the Amount of \$22,228.22 Through the Texas Department of Agriculture which will be used to Expand the Home Delivered Meals Program - Josie Balderas, Nutrition Director

SUMMARY:

Discussion and possible action on an ordinance to authorize and direct City Manager Henry Arredondo to Ratify the Acceptance of the Texans Feeding Texans: Home Delivered Meals Grant Agreement in the Amount of \$22,228.22 through the Texas Department of Agriculture Which will be used to Expand the Home Delivered Meals Program.

BACKGROUND:

The City of Del Rio Nutrition & Social Services for the Elderly submitted an application for the Texans Feeding Texans: Home Delivered Meal Grant Program through the Texas Department of Agriculture. The application was approved and the City of Del Rio was awarded \$22,228.22. These funds will be used to expand the Home Delivered Meal Program. During the Fiscal Year of 2015-2016 the Nutrition Center was awarded \$15,134.45 from the Texas Department of Agriculture with a \$2,087.00 contribution from Val Verde County. Said monies were also used to expand the Home Delivered meals program to home-bound elderly and the disabled. To date, we have been able to serve 3,805 additional meals with this grant. Grant funds were also used to continue purchasing trays to provide the home delivered meals and meet State regulations, and to cover costs associated with fuel cost and vehicle/equipment repairs.

DISCUSSION:

It will be beneficial for the City of Del Rio to accept this grant and receive funds to expand the Home Delivered Meals Program.

PROS:

Additional funds will be used to serve the elderly and/or disabled clients under the age of 60, which may not qualify under other funding agencies. Funds will also be used to cover costs associated with fuel costs and vehicle repairs. Additional funds may also be used for minor repairs and/or to purchase small equipment, and also to purchase necessary office materials to ensure proper reporting to the funding agency.

CONS:

If this grant is accepted, Quarterly Financial Reports are required. These reports will create additional work for the Nutrition and Finance Staff.

RECOMMENDATION:

Staff recommends approval of the ordinance to authorize and direct City Manager Henry Arredondo to accept and sign the Texans Feeding Texans: Home Delivered Meal Grant Program Agreement in the amount of \$22,228.22 through the Texas Department of Agriculture.

Fiscal Impact

FISCAL IMPACT:

If this grant is accepted, the City of Del Rio Nutrition Program will receive \$22,228.22 in additional funds. This grant does not require a match from the City of Del Rio.

Attachments

TDAGrant-Ord2017

2017HDM-attB

2017-HDM-attD2

2017HDM-attC

2017HDM-agree&attA

ORDINANCE NO. O: 2017 - 019

AN ORDINANCE IN ACCORDANCE WITH SECTION 28 OF THE CITY OF DEL RIO CHARTER THAT CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZE AND DIRECT THE CITY MANAGER TO RATIFY THE ACCEPTANCE OF THE TEXANS FEEDING TEXANS: HOME DELIVERED MEALS GRANT AGREEMENT IN THE AMOUNT OF \$22,228.22 THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE WHICH WILL BE USED TO EXPAND THE HOME DELIVERED MEALS PROGRAM.

WHEREAS, the Texas Feeding Texans: Home Delivered Meals Grant Agreement through the Texas Department of Agriculture is used to expand the Home Delivered Meals Program for the elderly in the community; and

WHEREAS, the City Council of the City of Del Rio, Texas finds that the use of municipal funds to provide food to the elderly serves an important public purpose;

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

1. City Manager Henry Arredondo is hereby authorized and directed to accept the Texans feeding Texans: Home Delivered Meals Grant Agreement in the amount of \$22,228.22 through the Texas Department of Agriculture which will be used to expand the Home Delivered Meal Program.
2. City Manager Henry Arredondo is hereby authorized to take the necessary actions to fulfill the terms of the contract.

PASSED AND APPROVED on this 24th day of January 2017

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION

REVIEWED AS TO FORM & LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

Texas Department of Agriculture

Attachment B— State Terms and Conditions

1.1 Application. Grantor and Grantee (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise.

2. Definitions

2.1 “Act” – The Texas Public Information Act, Chapter 552 of the Texas Government Code.

2.2 “Agreement” – The Grant Agreement and all attachments thereto.

2.3 “Authorized Official” – Grantee’s representative authorized to bind the Grantee and take action on its behalf.

2.4 “Commissioner” – The Commissioner of Agriculture.

2.5 “Department” – The Texas Department of Agriculture.

2.6 “Deputy Commissioner” – The Deputy Commissioner of Agriculture.

2.7 “Fiscal Officer” – Grantee’s designated representative responsible for all financial and budget reporting functions related to the administration of the grant, as required by the Agreement.

2.8 “Grant Coordinator” – Grantor’s designee responsible for and authorized to coordinate the Grant Program.

2.9 “Intellectual Property” – Shall include data, documents, inventions, material and similar that are subject to or have been the subject of copyright, patent and trademark.

2.10 “Non-Expendable Personal Property” – Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.

2.11 “Project Manager” – Grantee’s designated representative responsible for day-to-day Project management and coordination.

2.12 “Proprietary Information” – Grantee’s Intellectual Property or other confidential information submitted to Grantor which Grantee has designated as proprietary or confidential and requests exception from disclosure to the public by Grantor.

2.13 “Subject Invention” – Any invention of the Grantee conceived or first actually reduced to practice in the performance of work under this Agreement. “Invention” means any

invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code.

3 Reporting Requirements.

3.1 Performance Reports.

A. Quarterly Reports Required. Performance reports shall be submitted on a form prescribed by Grantor. These reports shall be in a narrative format, from one to three pages in length, and detail the accomplishments relating to the Grant Project for the previous three-month period. The due dates for reports are thirty days after the end of each report period set in section 3.3.

B. Final Performance Report. The final report shall follow the format prescribed by the Grantor. The Final Performance Report is due thirty days after the expiration or termination of this Agreement, whichever occurs first.

3.2 Budget Reports.

A. Quarterly Budget Reports. Budget Reports shall be submitted on a form prescribed by Grantor. These reports shall detail use of grant funds spent to date and must be submitted within the time prescribed by Section 3.3 of this Attachment B.

B. Final Budget Report. Both the Fiscal Officer and the Project Manager must sign the Final Budget Report. The form shall detail the use of all award funds in accordance with the approved budget. The Final Budget Report is due sixty days after the expiration or termination of this Agreement, whichever occurs first. Grantor shall not reimburse any expenses incurred after the termination of this Agreement

3.3 Quarterly Reporting Periods. Unless otherwise agreed to by the parties in writing, quarterly reports must be submitted no later than thirty days after the end of the following reporting periods:

- September 1 thru November 30;
- December 1 thru February 28;
- March 1 thru May 31; and
- June 1 thru August 31.

3.4 Annual Inventory of Property. Grantee's Project Manager or Fiscal Officer shall provide to the Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items' location and condition on the form prescribed by the Grantor.

3.5 Failure to Comply with Reporting Requirements. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the revocation of a Grant, withholding of request(s) for reimbursement, requiring the repayment of Grant funds disbursed to Grantee, and/or Grantee's ineligibility for future Program funds.

4 Agreement Modifications

- 4.1 Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.
- 4.2 Requested Agreement Changes by Grantee.** The Grantee may request a change to the Agreement, budget, objectives and deliverables by submitting the requested change to the Grantor in writing. Except as otherwise provided in the Agreement, a requested change shall only become effective upon written approval of the Grantor. Written notice of approval or denial of the Grantee's request will be sent to the requestor.
- 4.3 Time for Requesting Agreement Changes.** The Grantee may request changes to the Agreement by submitting the requested change, in a format prescribed by Grantor, including justification for the request, to the Grant Coordinator no later than thirty days prior to the end of the Term of Agreement. Requests for Agreement changes may be submitted for approval within thirty days prior to the end of the Term of Agreement, but only for good cause as determined by the Grantor based on the justification submitted with the request.

The following requests shall be considered:

- A. Material Budgetary Changes.** If a budgetary change for an amount exceeding 10% of the Grant Award is needed, it must include:
- 1) A statement explaining the need for the change; and
 - 2) Documentation indicating the line items and amounts to be changed.
- B. Programmatic Change.** If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.
- C. Agreement Extension.** Grantee shall, if necessary, request an extension of time to complete the Grant Project not less than thirty days prior to the end of the Term of Agreement. The request must be in writing and contain an explanation demonstrating that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.
- 4.4 Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total of the revisions is a cumulative amount equal to 10% of the award. These funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to the Grantor in writing within ten business days prior to the subsequent payment request.
- 4.5 Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement

the terms of the Agreement by providing written notice of amendment to Grantee. Grantee's continued performance under the Agreement constitutes acceptance of Grantor's amendment, unless the Grantee notifies Grantor within 30 days of receipt of the amendment of Grantee's disagreement with the change. In the event of such disagreement Grantor and Grantee shall initiate discussions to resolve the disagreement.

- 4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment B, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.
- 4.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:
- A. Budget transfers exceeding 10% of the grant award;
 - B. Indirect costs; and/or
 - C. Equipment purchases.
- 4.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days of Grantee's Project Manager separation from, or notice of intent to separate from the Grant during the Term of the Agreement. Such notice shall include the date of termination of the Project Manager's affiliation.
- 4.9 Grantor's Approval of Proposed Project Manager Change.** Grantor shall review Grantee's request and provide written approval or denial of the proposed change within 10 business days after receiving such notice from Grantee. Provided, however, approval of a proposed change shall not be unreasonably withheld. If Grantor does not approve such substitution, then the Agreement shall be temporarily suspended until an alternative Project Manager is approved or the Agreement is terminated in accordance with Section 9.1 of this Attachment B.
- 4.10 Reimbursement After Project Manager Separation.** Unless Grantor has approved the Project Manager change under Section 4.9 above, Grantor will not reimburse Grantee for any expenditure directly associated with the Project Manager that is incurred after the effective date of the Project Manager's separation from the Grant Project. Such expenditures include, but are not limited to the Project Manager's salary, incidentals, and/or travel. In the event of any conflict between Sections 4.10 and 8.5 of this Attachment B, Section 8.5 will prevail.

5 Compliance

- 5.1 Access to Records.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a

location that is readily accessible to Grantor and/or the State Auditor's Office.

- 5.2 Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.
- 5.3 Records Retention.** All records under the Agreement are required to be maintained by the Grantee for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.
- 5.4 Copies of Financial Audit.** If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if the Grantor requests information about the audit, the Grantee shall provide such information to Grantor or provide information as to where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which the Grantor's funds are included.
- 5.5 Notification Regarding Grantee's Fiscal Officer or Authorized Individual Changes.** Grantee shall immediately notify Grantor if Grantee's Fiscal Officer or Authorized Individual leaves or otherwise changes during the Term of Agreement. Grantor shall not process grant payments during any period of time for which Grantee has failed to designate a Fiscal Officer or Authorized Individual.
- 5.6 Notification of Subcontract/Assignment.** Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.

6 Disclosures and Reporting

6.1 Copies of Materials to Grantor; Non-Disclosure.

A. The Grantee shall provide to the Grantor any information, data, conclusions, or reports as it may develop or produce as a result of the Agreement at least thirty days prior to publication, release, or dissemination, in any form, for Grantor's review, comment, and approval, as appropriate. To the extent permitted under the Constitution and laws of the State of Texas, Grantor agrees to maintain the confidentiality of such information, data, conclusions, or reports.

B. Grantee shall provide to the Grantor copies of all printed or recorded materials which describe or publicize the Project, including brochures, press clippings, audio and video tapes, and photographs of sites and signs. Grantor shall have the right to publicize the Grant Project and to use and disseminate the information, data, conclusions, articles, reports, brochures, audio and videotapes, photographs, and other items provided by Grantee that are not identified as confidential, proprietary, or intellectual property by Grantee.

- 6.2 Reports to Grantor.** If the Grantee creates a Subject Invention, it shall report that fact to Government and Grantor. Grantee's report to Grantor shall be treated as Proprietary Information.
- 6.3 Funding Statement.** All materials produced as a result of the Grant Project must include a statement that the work was funded, in whole or in part, by the Grant Program as administered by the Texas Department of Agriculture.
- 6.4 Grantee's Responsibilities.** In performing work under the Agreement, the Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the Grantor against, any claims for infringement related to its work under the Agreement.
- 6.5 Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment B in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

7 Intellectual Property

- 7.1 Subject Inventions.** The Grantee shall retain ownership of the entire right, title, and interest in and to each Subject Invention throughout the world in accordance with the provisions of this Agreement. The Grantor shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for it on its behalf, the Subject Invention throughout the world.
- 7.2 Copyright.** The Grantee shall retain ownership of any copyright in any work of authorship first produced in the performance of this Agreement. For works of authorship other than computer software first produced in the performance of this Agreement, Grantee grants to the Government and others acting on behalf of the Government, a paid-up, nonexclusive, irrevocable, worldwide license for all such works of authorship to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. Grantee grants to Grantor an irrevocable, royalty-free, non-transferable, nonexclusive, non-commercial right and license to use, reproduce, display publicly and perform publicly (to the extent not prohibited by applicable law) any works of authorship first developed under this Agreement (other than computer software, which

includes both source and executable code, its documentation, and/or programmers' notes).

- 7.3 Publications.** Any publication or description of the results obtained under this Grant must give due acknowledgment and credit to Grantor as funding party and Grantee as performing party. Publication may be joint or independent, as may be agreed upon by the Parties, always giving due credit to other cooperating parties, and recognizing within proper limits the rights of the individuals doing the work.
- 7.4 Grantee's Responsibilities.** In performing work under the Agreement, the Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not knowingly infringe on any third party's intellectual property rights. It shall hold the Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the Grantor against, any claims for infringement related to its work under the Agreement.
- 7.5 Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 7 of this Attachment B in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

8 Payments.

- 8.1 Lack of Funding.** The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.
- 8.2 Grantee in Good Standing.** Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.
- 8.3 Reimbursement.** Grantor, to the extent allowed by law, shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards, as applicable:
- A.** 2 CFR Part 200;
 - B.** The Uniform Grant Management Standards ("UGMS");
 - C.** As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and
 - D.** Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C.
- 8.4 Reimbursement Documentation.** Grantee shall submit to Grantor, for each reimbursement request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information, if applicable:

- A. Personnel Costs.** Back-up documentation for salary/wages and fringe benefits must be provided that detail personnel time billed directly to the program.
- B. Travel Costs.** Travel costs are allowable for transportation, lodging and related expense items incurred by Grantee while traveling within Texas on official business directly related to the Grant Project. Reimbursement for travel is limited to the federal Domestic Per Diem Rates, which can be found on the U.S. General Services Administration (GSA) Web site. For locations not listed on the GSA site, the rate will be limited to travel reimbursement rates as set by the Texas Comptroller of Public Accounts. The Grantor will address exceptions on a case-by-case basis. Copies of receipts for all expenditures, regardless of the amount, must accompany the request—including, but not limited to, airfare, lodging, transportation, incidentals, etc. A brief justification for the travel must also be included. Meals, or any food related items related to travel or per diem expenses are not an allowable cost and will not be approved for reimbursement.
- C. Supplies and Other Operating Costs.** Copies of vendor invoices for purchases of \$500.00 or more and an itemized list of all invoices for purchases of less than \$500.00 must accompany the Payment Request. All backup documentation, including original copies of vendor invoices, must be made available to Grantor upon request during any audit conducted at Grantee's premises under the Agreement.
- D. Indirect Costs.** Grantor's maximum obligation also includes indirect costs of up to ten percent (10%) of actual costs. The inclusion of these indirect costs shall not change Grantor's maximum obligation under this Agreement. In order to be reimbursed for indirect costs, Grantee must provide an Indirect Cost Plan to Grantor for approval.

8.5 Payment Requests. Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly.

8.6 Final Payment Request. The final payment request must be received no later than sixty days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first.

8.7 Payment Schedule. In order to be eligible for reimbursement of a payment request, all reporting requirements must be current. Grant funds shall be paid according to the following schedule.

- A.** Up to 90% of the total grant award may be disbursed provided the work for which payment is requested has been completed and proper documentation to substantiate the request has been submitted pursuant to Section 8.4.
- B.** The remaining 10% may only be disbursed if the disposition of all property purchased under the Agreement is submitted utilizing the form designated by the Grantor (if applicable).

- 8.8 Payment Classification.** Funds reimbursed under the Agreement must be classified as “grants” for financial reporting purposes.
- 8.9 Use of Funds.** Quarterly reports must demonstrate the expenditure of funds in a timely manner, as well as corresponding progress towards Grantee’s Project objectives. Lack of progress will be considered a breach of this agreement and unless cured in the time prescribed by Grantor, will result in the termination of this agreement.
- 8.10 Non-expended Grant Funds.** Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, shall be forfeited.
- 8.11 Required Repayment of Grant Funds.**
- A.** Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:
- 1) Grant funds are misused;
 - 2) Grantee violates any term, condition or provision of this Agreement; or
 - 3) Grantee made any misrepresentations to Grantor in obtaining this Grant.
- B.** This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantor.
- 8.12 Matching Funds.** Grantee is required to expend matching funds in an amount equal to or greater than the pledged match as outlined in Attachment C. Requests for reimbursement will only be paid after Grantee provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

9 Termination of Agreement

- 9.1 Agreement Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty days’ written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty days from the date that the non-terminating party receives the notice of termination.
- 9.2 Immediate Termination.** Any default or breach of the Agreement, including but not limited to, Grantee’s failure to meet reporting requirements for more than one quarter (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantor by mailing written notice via registered or certified

mail, return receipt requested, to Grantee.

- 9.3 Curable Breach.** If Grantor determines that a breach by Grantee is curable, Grantor may send written notice to Grantee stating the nature of the breach. Should the breach not be cured by Grantee within thirty days from the date of the notice, the Agreement will be immediately terminated. Forbearance of the exercise of a remedy provided under this section or any other provision of the Agreement by Grantor shall not constitute a waiver of the remedy or the right of Grantor to declare Grantee in breach of this Agreement.
- 9.4 Termination for Failure to Obtain and Maintain Permits.** Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of the Agreement.
- 9.5 Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.
- 9.6 Effect of Expiration or Termination.** Sections 3.1, 3.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 8.11, 10.1, 11.5, and 11.6 of this Attachment B shall survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantor or Grantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligation arising under the Agreement.

10 Disposition of Property

- 10.1 Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.
- 10.2 Personal Property Used in Accordance with the Agreement.** During the Term of Agreement, such personal property shall be used in accordance with the Agreement to accomplish the public purposes served by the Grant Project.
- 10.3 Maintenance of Property Records.** Grantee must maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, on a form prescribed by Grantor.
- 10.4 Physical Inventory.** A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two years, or prior to termination of

the Agreement, as applicable.

10.5 Non-Expendable Personal Property. After the termination of the Agreement, Grantee may continue to use any Non-Expendable Personal Property acquired under the Agreement in the Grant Project as long as needed, whether or not the Project continues to be supported by grant funds. In the alternative, Grantee may sell the property and reinvest the proceeds in the Grant Project.

10.6 Property Disposition at Project Expiration or Termination. If the Grant Project has terminated and the property is no longer being used for the purposes specified in the Grant Project, then the property must be disposed of as follows:

- A. If the property has a current per-unit fair market value of less than \$5,000.00, Grantee may use the property for other activities without reimbursement to Grantor or sell the property and retain the proceeds.
- B. If the property has a current per-unit fair market value of \$5,000.00 or more, Grantee may retain the property for other activities, or sell it, but shall in either case compensate Grantor for its share. The amount of compensation shall be computed by applying the percentage of Grantor's actual participation in the cost of the original Project to the current fair market value of the property.
- C. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

10.7 Expendable Personal Property. Expendable personal property shall vest in Grantee upon acquisition. If there is a residual inventory of such property exceeding \$5,000.00 in total aggregate fair market value upon completion of the Grant Project, Grantee may retain the property for other activities, or sell it, but must in either case compensate Grantor for its share. The amount of compensation shall be computed in the same manner as Non-Expendable Personal Property. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

11 General Terms and Conditions

11.1 Delegation to Third-Party. Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third-party.

11.2 Agreement Binding. The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.

- 11.3 Grantee Responsible for Compliance.** Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Grant Project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 9.2 of this Attachment B.
- 11.4 Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 11.5 Delivery Methods.** Unless specifically provided herein, any required notice to be given by either party to the other party must be affected by personal delivery in writing or by mailing same the registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this section.
- 11.6 Inspection by Grantor.** During the Term of Agreement, Grantor may inspect Grantee's premises, accounting records, property records, and other records, to monitor Grantee's performance of the work and expenditures of the grant funds. Grantor further has the right to make a visual inspection of any assets purchased or constructed with grant funds.
- 11.7 Indemnification.** Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims.
- 11.8 Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.
- 11.9 Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.
- 11.10 Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.

- 11.11 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 11.12 Uniform Grant Management Standards.** The Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS), Texas Government Code, §783.005. In the case of any conflicts between UGMS and the Agreement, UGMS shall control.
- 11.13 Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in the Agreement, specifically that identified in accordance with Section 7 - Intellectual Property, attachments and/or any amendments thereto, is subject to the Public Information Act (the Act), Texas Government Code, Chapter 552, and may be subject to disclosure to the public. Section 11.21 of this Attachment B shall apply to Confidential Information as it is identified in the Agreement.
- 11.14 Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.
- 11.15 Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.
- 11.16 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.
- 11.17 Antitrust.** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this grant award.
- 11.18 Force Majeure.** Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due

diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

11.19 Buy Texas. Grantee shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

11.20 Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213.

- A.** Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B.** If applicable, Grantee shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration —Buy Accessible Wizardll (<http://www.buyaccessible.gov>). Vendors not listed with the —Buy Accessible Wizardll or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the —Buy Accessible Wizardll or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

11.21 Confidential Information.

- A.** If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (the “Proprietary Information”) in its proposal or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14 point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the proposal or other submitted information, which must be able to be conveniently separated and detached from the other sections of the proposal. Failure to properly label, identify and segregate any Proprietary Information in the proposal or other submitted information may result in all such information or material being disclosed as public information. Merely making a blanket claim that the entire proposal or other submitted information is protected from disclosure because it contains any amount of confidential, proprietary, trade secret or privileged information is not acceptable.
- B.** In the event Grantor receives a request for public information related Proprietary Information under this Agreement, Grantor shall submit a request for opinion from the Office of the Attorney General to withhold the responsive information. Grantor shall

provide notice of such requests to Grantee in accordance with Section 552.305 of the Government Code. In order to initiate the process of seeking an Attorney General opinion on the release of Proprietary Information, the specific provisions of the proposal or other submitted information that are considered by Grantee to be confidential, proprietary, trade secret or privileged and confidential must be clearly labeled and segregated as described above. Any information which is not clearly identified as Proprietary Information shall be deemed to be subject to disclosure pursuant to the PIA. Grantee must comply with requirements of Section 552.305 in submitting a response to the Office of the Attorney General and shall be responsible for citing statutory authority for exception to disclosure. Grantor shall work with Grantee during the process of seeking an Attorney General opinion on the release of the Proprietary Information.

STATE GRANT CERTIFICATIONS AND ASSURANCES

The certifications made herein are material representations of fact upon which the Texas Department of Agriculture (TDA) relies in determining the award of this agreement. If it is later determined that the Grantee knowingly rendered an erroneous certification, TDA, in addition to any other remedies available to the state and federal governments, may immediately terminate the grant award and take other appropriate action, including referral of the matter to the Office of the Attorney General for the State of Texas, the State Auditor's Office, and other appropriate law enforcement authorities.

Grantee must complete this form as a prerequisite to receipt of state funds. Grantee must fully understand and comply with the assurances, certifications and requirements contained herein. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

Grantee hereby assures and certifies compliance with all applicable federal and state law along with the Uniform Agreement Management Standards (UGMS), which governs the application, acceptance and use of funds for this project. Also, by signature hereon, Grantee assures and certifies that:

1. LEGAL AUTHORITY — It possesses legal authority to enter into the agreement and make all assurances contained therein, and the person identified as the official representative of the Grantee is duly authorized by the Grantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Grantee, and to validly and legally bind the Grantee to all of its terms, performances, and provisions.
2. CONTRACT/AGREEMENT ADMINISTRATION — It will maintain an appropriate grant management or administration system to ensure that all terms, conditions and specifications of the agreement, including these standard assurances, are met.
3. RELATIVES — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
4. PUBLIC INFORMATION — It will comply with the Public Information Act (Act), Texas Government Code, Chapter 552, and ensure that all information collected, assembled or maintained by the Grantee relative to a project assisted by this award will be provided to the public as required by the Act, unless otherwise expressly prohibited by law.
5. OPEN MEETINGS — If the Grantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
6. CHILD SUPPORT PAYMENTS — Under Section 231.006, Texas Family Code, relating to child support obligations, the Grantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is

Attachment D.2.

inaccurate.

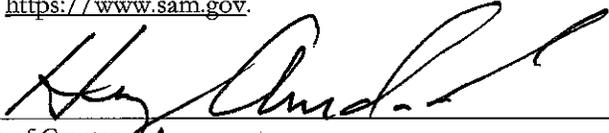
7. SUSPECTED CHILD ABUSE — It will comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
8. NONDISCRIMINATION — It will comply with all State and Federal statutes relating to nondiscrimination, including the following:
 - ◆ The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*)
 - ◆ Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - ◆ The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)
 - ◆ The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*)
9. TAXES — It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms. The Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
10. GOOD STANDING It will comply with its obligations related to Franchise Tax and Guaranteed Student Loans. Grantee understands that in order to be eligible for payment from Grantor, grantees must be “in good standing” with the Texas Comptroller’s Office, not be delinquent in the repayment of a guaranteed student loan. If Grantee becomes “not in good standing” during the Agreement period, the Comptroller shall not approve payments until Grantee returns to “in good standing” status with the Comptroller.
11. ELIGIBILITY; FINANCIAL PARTICIPATION — Under Texas Government Code, Section 2155.004, no person who received compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.
12. COMPLIANCE WITH REQUIREMENTS — It will comply, and assure the compliance of all its sub grantees and contractors, with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program.
13. WORKPLACE GUIDELINES — It will adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health, as required by the Texas Health and Safety Code, Sec. 85.001 *et seq.*
14. CONFLICT OF INTEREST — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
15. LOBBYING — No funds provided under this agreement have been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislative or executive branches of state government (which includes a member-elect, a candidate for, an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an

Attachment D.2.

employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.

16. EXECUTIVE HEAD — Under Section 669.003, Texas Government Code, the Grantee certifies that no person who, in the last four years, served as an executive of TDA or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If the Grantee employs or has used the services of a former executive head of TDA or any other state agency, then the Grantee will provide the following information to TDA: name of former executive; name of state agency; date of separation from the state agency; position with the Grantee; and date of employment with the Grantee.
17. FELONY — Sections 2155.006 and 2261.053, Texas Government Code, prohibit TDA from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.

The Grantee certifies that the Grantee and its principals are eligible to participate in the grant program made the subject of this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Grantee is in compliance with the State of Texas statutes and rules relating to procurement and Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.



Signature of Grantee

Date 1/5/17



Printed Name and Title of Authorized Official

**TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C –BUDGET**

Name of grantee: **City of Del Rio Nutrition & Social Services for the Elderly**

As stated in Attachment A, the Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by DADS/AAA from the total number of meals delivered as reported by Grantee in a county between September 1, 2015 and August 31, 2016. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions set by Grantor.

COMPLETE THE TABLE BELOW. Please estimate, to the best of your ability, how Texans Feeding Texans: Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

<i>County</i>	<i>Val Verde</i>
<i>Application Number</i>	HDM-17-1824
<i>County Grant as stated in approved resolution</i>	\$2,087.00
<i>Total # Meals Delivered (as reported by Grantee in Grant Application)</i>	42,240
<i>Total # Meals Funded by DADS/AAA (Ineligible and verified by DADS/AAA)</i>	28,431
<i>Remaining Eligible Meals</i>	13,809
<i>TDA Calculated Grant Amount</i>	\$22,228.22
<i>Expenditure Category</i>	<i>Estimated Amount</i>
Personnel	\$
Food/Meals	\$ 9,000.00
Equipment	\$ 3,370.00
Building Occupancy	\$
Transportation	\$ 9,000.00
Office Supplies and Services	\$ 858.22
Other: Please specify exactly	
a.	\$
b.	\$
c.	\$
d.	\$
Total Budgeted Grant Amount for TDA Award (must equal calculated grant amount)	\$ 22,228.22

During the grant year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing home delivered meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Authorized official signature:


Henry Arredondo, City Manager

Date: 1-5-17

**TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C – BUDGET**

*TDA – HDM-17-1824
Elderly
Trade & Business Development – Grants Office*

*Org Name: City of Del Rio Nutrition & Social Services for the
Attachment C - Budget*



**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

Grant Agreement Number HDM-17-1824		Amount of Grant Funds \$22,228.22	
Period of Performance/Term of Agreement From: 02/01/2017 To: 01/31/2018		Amount of County Grant \$2,087.00	
Grant Program: Texans Feeding Texans: Home-Delivered Meal Grant Program		Type State – General Revenue	
Project Title: 2017 Texans Feeding Texans: Home-Delivered Meal Grant Program			
GRANTEE		GRANTOR	
Name City of Del Rio Nutrition & Social Services for the Elderly		Name Texas Department of Agriculture	
Physical Street 109 W Broadway		Physical Street 1700 North Congress Avenue Stephen F. Austin Building, 11th Floor	
City/State/Zip Del Rio, Texas 78840		City/State/Zip Austin, Texas 78701	
Project Manager Henry Arrendondo		Grants Coordinator Karen Reichel/Mary Davison	
Phone 8307748616	Email josie@cityofdelrio.com	Phone (512) 463-9932	E-mail Grants@TexasAgriculture.gov

Authority and Purpose
Chapter 12 of the Texas Agriculture Code (Code) provides that the Grantor shall encourage the proper development of agriculture and that the Grantor may enter into cooperative agreements with local, state, federal and other governmental entities to carry out its duties under the Code.

In accordance with Section 12.042 of the Texas Agriculture Code, funds have been appropriated to the Grantor to help defray the costs of providing home-delivered meals to eligible Texas residents that are not fully funded by the Department of Aging and Disability Services or an area agency on aging.

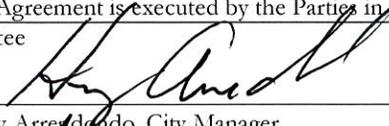
Required Attachments
Attachment A – Award Specific Provisions
Attachment B – Standard Terms and Conditions
Attachment C – Approved Budget
Attachment D2 – Certification and Assurances

All required attachments are incorporated into this grant agreement as if fully set forth herein.

Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by both parties to this Agreement or as otherwise provided. Such amendments shall not invalidate this agreement, nor relieve or release the Grantor or the Grantee from its obligations under this Agreement.

Authorized Signatory. Each person signing the Agreement certifies that he or she is authorized to bind the party on whose behalf they are signing to the terms and conditions in the Agreement.

This Agreement is executed by the Parties in their capacities as stated below.

Grantee  Henry Arrendondo, City Manager	Grantor Jason Fearneyhough, Deputy Commissioner
Date 01 mm 05 dd 2017 yyyy	Date / / mm dd yyyy

Texas Department of Agriculture
Attachment A – Award Specific Provisions

1 Program Purpose and Grant

- 1.1 This Agreement is for the Texans Feeding Texans: Home-Delivered Meal Grant Program (“Program”) to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability.
- 1.2 Grantee has applied for a grant from the Program and has met all requirements for receiving an award under the Program, hereinafter referred to as the "Grant." Grantee shall accomplish Program objectives in accordance with its application and budget, hereinafter referred to as the "Grant Project" or "Project."
- 1.3 Grant Budget. Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C", not to exceed a total of \$22,228.22 for all awards granted for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

2 Grantee Obligations

- 2.1 Quarterly Report. Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Grantee shall submit quarterly reports on or by the due dates as follows:
 - June 1, 2017 for the period February 1, 2017 – April 30, 2017.
 - September 1, 2017 for the period May 1, 2017 – July 31, 2017.
 - December 1, 2017 for the period August 1, 2017 – October 31, 2017.
 - March 1, 2018 for the period November 1, 2017 – January 31, 2018.

This schedule supersedes Attachment B, Section 3.1, A. “Quarterly reports required.”

- 2.2 Payment Schedule. The Grantor shall make a grant award not later than February 1 to Grantee. Fifty percent (50%) of grant funds awarded shall be allocated and distributed to Grantee within a reasonable time following the grant term start date. The remaining fifty percent (50%) of such grant award shall be allocated and distributed to Grantee on or about August 1. Notwithstanding any other provision of this subchapter, the Grantor may deny, revoke, suspend, or withhold a grant award for misuse of grant funds, or failure to comply with any requirement of Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Section 1.950, et seq.

Attachment B, Sections 8.3, 8.4, 8.5, 8.6, 8.7, 8.12 are not applicable to the Home Delivered Meals Grant Program.

- 2.3 Performance by Grantee. Grantee shall use the Grant in accordance with the terms of this Agreement and Texas Administrative Code, Title 4, Part 1, Chapter 1, Subchapter O, Section 1.950, et seq.
- 2.4 Non-expended Grant Funds. Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, must be returned to the Grantor. Failure to remit unused funds may result in legal action against Grantee,

including, without limitation, making Grantee ineligible for future Program funds. This section expands Attachment B, Section 8.10.

- 2.5 Grantee's Menu and Substitution Procedure. Grantee shall have all menus and meal substitution procedures approved by a registered dietician or a person with a bachelor's degree (or higher) in food and nutrition, dietetics, or food service management, who is currently employed as a dietitian or dietary consultant in a hospital, nursing facility, school, home-delivered meal organization, or in private practice. Grantee shall maintain documentation of such approval.
- 2.6 Grantee Meal Delivery and Temperature Standards and Procedures. Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances, the Grantee should seek a written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by TDA, prior to applying for future funds.
- 2.7 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER). If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in Sections 8.11 and 9.2 in Attachment B of this Agreement.
- 2.8 Notice of Failure to Receive County Grant. Grantee shall promptly notify the Grantor of any failure to receive county grant funds, or any reduction in the amount of the county grant funds, required by Texas Administrative Code, Title 4, Part 1, Chapter 1, Subchapter O, Section 1.953, as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive county grant funds, or any reduction in the amount of county grant funds, may result in the withholding or revocation of a Grant or a requirement that Grantee refund Grant funds disbursed.
- 2.9 Eligible Meals. The Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging from the total number of meals delivered as reported by Grantee in a county between September 1, 2015 and August 31, 2016. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

Meeting Date: 01/24/2017

Submitted By: Janice Pokrant, City Planner, Engineering Department

Information

SUBJECT:

O: 2017 - 020 An Ordinance by the City Council of the City of Del Rio, Texas Changing the Street Name "Pecan Circle" to "Vineyard Creek Circle" within the Platted Pecan Subdivision in Del Rio, Texas - Janice Pokrant, City Planner

SUMMARY:

Discussion and Possible Action on a Street Name Change for Pecan Circle to Vineyard Creek Circle.

BACKGROUND:

The plat for the Pecan Subdivision which included a street named Pecan Circle, was approved in April of 2014 by the Planning and Zoning Commission and City Council. In August of 2015 Troy McGonagill, with 911 Mapping contacted City staff to voice a concern about the similarities of the existing Pecan Street and Pecan Circle. He stated that there could be some confusion on the names of the streets which could cause some problems for property owners in the future with postal service, UPS, and other address specific services as well as the 9-1-1 response. The issue was discussed with Mr. McGonagill and no action was taken on the matter.

In October of this year staff was approached on this issue because a resident of the area was getting contradicting information on the street name for the subdivision. Staff worked with the property owners within the subdivision and with Mr. McGonagill and determined that the best solution is to move forward with the renaming of the street.

DISCUSSION:

The owners living within the subdivision recommended changing the name from Pecan Circle to Vineyard Creek Circle. This name was also approved by the developer of the subdivision, Nick Khoury and Troy McGonagill from 911 Mapping.

PROS:

Approving this name change will now eliminate any confusion that could occur on this street.

CONS:

Approving this request will require changes to any permits on the street, as well as, require the two homeowners to change all address information.

RECOMMENDATION:

Staff recommends approval of the ordinance changing the street name from Pecan Circle to Vineyard Creek Circle.

Fiscal Impact

FISCAL IMPACT:

There is not a fiscal impact associate with this agenda item.

Attachments

Ord Street Name Change

ORDINANCE NO. O: 2017 - 020

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS CHANGING THE STREET NAME “PECAN CIRCLE” TO “VINEYARD CREEK CIRCLE” WITHIN THE PLATTED PECAN SUBDIVISION IN DEL RIO, TEXAS

WHEREAS, Middle Rio Grande 911 Mapping technician notified staff that there could be some confusion between the streets named Pecan Street and Pecan Circle which could lead to emergency service delays; and

WHEREAS, it is important for emergency service reasons that street names are not duplicated within the Val Verde County area; and

WHEREAS, there are only two single family dwellings that are currently developed on this street at this time and it is important to correct this issue before more homes are developed along the street; and

WHEREAS, city staff, the property owners and the 911 technician have discussed the duplicated street name and request it be changed to “Vineyard Creek Circle”; and

WHEREAS, city staff is requesting the City Council to ordain that the street “Pecan Circle” be changed to “Vineyard Creek Circle” within the Pecan subdivision.

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

The City Council of the City of Del Rio, Texas does hereby ordain that the street “Pecan Circle” be changed to “Vineyard Creek Circle” within the Pecan Subdivision.

PASSED AND APPROVED on this 24th day of January 2017

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

HENRY ARREDONDO
City Manager

REVIEWED AS TO FORM AND LEGALITY:

SUZANNE WEST
City Attorney

PECAN SUBDIVISION

DEL RIO INVESTMENTS, LLC

PROPOSED SUBDIVISION BEING 4.92 acres out of J Mitchell Survey 183, Abstract 1295, Val Verde County, Texas described in conveyance to Del Rio Investments, L.L.C. recorded in Volume 963, Pages 343-347 to the Val Verde County Official Public Records, Val Verde County, Texas.

STATE OF TEXAS)
COUNTY OF VAL VERDE)

The Owner of the land shown on this subdivision plat and whose name is subscribed hereto and in person, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and considerations therein expressed, and the same are dedicated to the City of Del Rio for their use and perpetual maintenance.

Nick Khoury
DATE

Nick Khoury
Del Rio Investments, LLC
P.O. Box 420217
Del Rio, Tx 78842

This instrument was acknowledged before me on the 11 day of April, of 2014 by Mr. Nick Khoury.

Laura E. Escobar
Signature Notary Public State of Texas My commission expires on: 12/17/2016



CITY ENGINEER REVIEW

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY LIMITS OF DEL RIO, TEXAS, AND IS OUTSIDE THE 100 YEAR FLOOD PRONE AREA AS DEPICTED ON FEMA COMMUNITY PANEL NO. 48465C1735D DATED JULY 22, 2010.
- STREET IMPROVEMENTS WERE COMPLETED BY THE DEVELOPER OF THIS SUBDIVISION AND ARE TO BE MAINTAINED BY THE CITY OF DEL RIO, TEXAS.
- THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC WATER SYSTEM, INSTALLED BY THE DEVELOPER AND MAINTAINED AND OPERATED BY THE CITY OF DEL RIO, VAL VERDE COUNTY, TEXAS.
- LOTS IN THE SUBDIVISION ARE SERVED BY ELECTRICITY PROVIDED BY AMERICAN ELECTRIC POWER, A PUBLIC UTILITY OPERATED UNDER THE LAWS AND REGULATIONS OF THE STATE OF TEXAS.
- LOTS ARE SERVED BY A CENTRAL SEWER SYSTEM, INSTALLED BY THE DEVELOPER AND MAINTAINED AND OPERATED BY THE CITY OF DEL RIO, VAL VERDE COUNTY, TEXAS.

THIS THE 10th DAY OF April, 2014
Robert Parker
ROBERT PARKER, P.E., CITY ENGINEER, CITY OF DEL RIO, TEXAS

This plat has been reviewed and approved by the following:

Liziane Lagarde Date: 4/7/14
Chairman - City of Del Rio Planning and Zoning Commission
Ralph Garcia Date: 4/8/14
Chairman - City of Del Rio Utilities Commission
Ralph Garcia Date: 4/8/14
Mayor - City of Del Rio City Council
Attest: *Suzanne Cox* Date: 4/10/14
City Secretary - City of Del Rio

REVIEWED BY COUNTY SURVEYOR
VAL VERDE COUNTY, TX
Del Rio
04-10-2014

STATE OF TEXAS)
COUNTY OF UVALDE)
I, the undersigned Affiant, a duly Licensed Registered Professional Land Surveyor in good standing under appropriate status of the State of Texas, hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision as completed on March 4, 2010.
Kenneth R. Dirksen
Kenneth R. Dirksen
Registered Professional Land Surveyor 2046



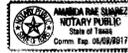
This instrument was acknowledged before me on the 31 day of March of 2014 by Kenneth R. Dirksen, R.P.L.S.
Kenneth R. Dirksen
Signature Notary Public State of Texas
My commission expires on: 12/17/2016



STATE OF TEXAS)
COUNTY OF UVALDE)
I hereby certify that proper engineering consideration has been given to this plat in the design of the streets, lots and drainage systems.
Kenneth R. Dirksen
Kenneth R. Dirksen, P.E. 82628



This instrument was acknowledged before me on the 31 day of March of 2014 by Kenneth R. Dirksen, P.E.
Kenneth R. Dirksen
Signature Notary Public State of Texas
My commission expires on: 12/17/2016



NOTES:

- NO MORE THAN ONE (1) SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH TRACT OF THIS SUBDIVISION. ZONING SHALL BE R-S.
- THIS SUBDIVISION IS COMPOSED OF 1 BLOCK, 8 LOTS, 4.92 ACRES, 1.6 LOTS/ACRES, & 800 LF OF STREETS.
- A 1 INCH WATER SERVICE IS INSTALLED AT EACH LOT FOR DOMESTIC USE ONLY. AN ADDITIONAL 1 INCH WATER SERVICE INSTALLED ON THE WATER MAIN IS REQUIRED FOR LANDSCAPE IRRIGATION.

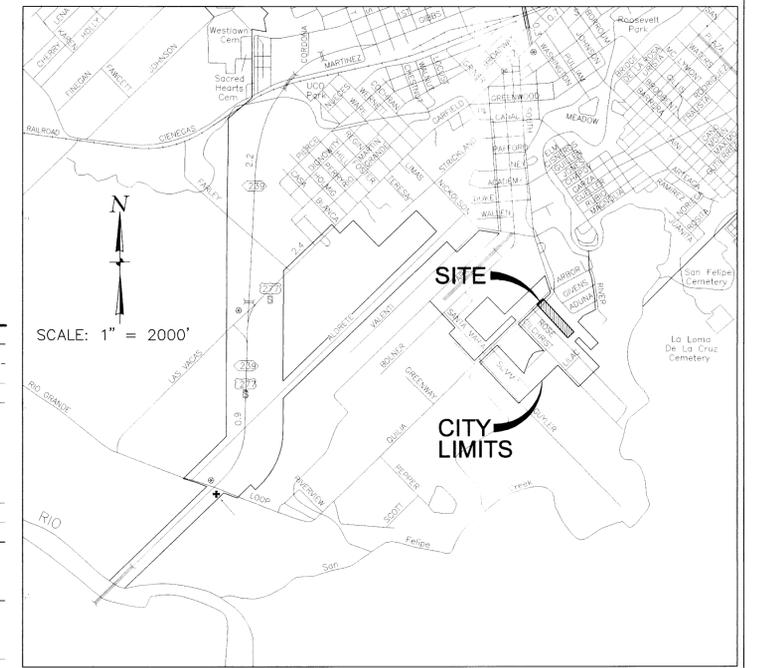
CURVE	RADIUS	LENGTH	CHORD BRG	CHORD
C1	50.00'	219.04'	S11°25'59"W	81.41'
C2	50.00'	58.38'	S80°37'03"E	55.12'
C3	50.00'	160.66'	S44°52'53"W	99.94'

COPY

FILED
On: Apr 11, 2014 at 11:23A
Receipt - 112850
Generosa Garcia-Roman
County Clerk, Val Verde County, TX
By: *Arde 485*

LEGEND

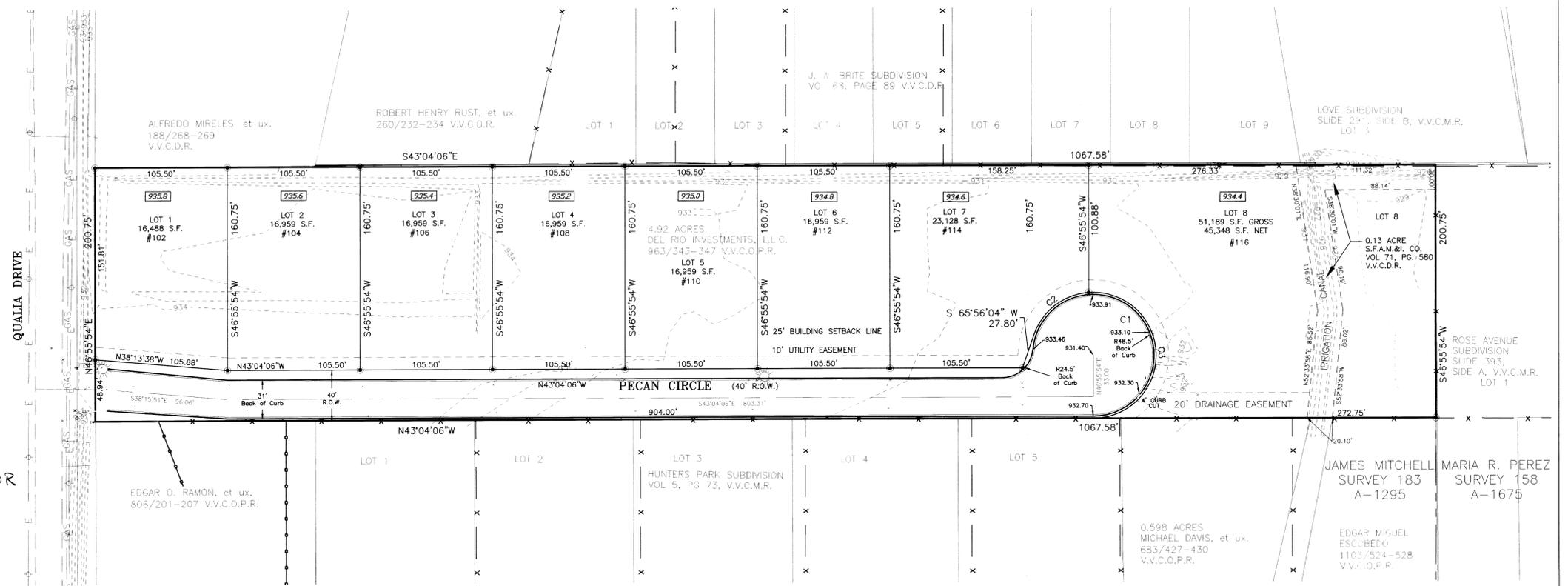
- SUBDIVISION BOUNDARY
- LOT LINES
- BUILDING SET BACK
- UTILITY EASEMENT
- SURVEY LINE
- FOUND MONUMENT
- SET 1/2" STEEL STAKE
- STREET ADDRESS
- MINIMUM SLAB ELEVATION
- GAS UTILITY
- EXISTING WATER UTILITY
- FENCE
- FIRE HYDRANT
- WATER VALVE
- SANITARY SEWER UTILITY
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- ELECTRIC POWER UTILITY
- PROPOSED WATER LINE
- CURB
- 1' CONTOUR LINE
- 5' CONTOUR INDEX
- CONCRETE
- ELECTRIC UTILITY
- LUMINAIRE
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL



VICINITY MAP



BEARINGS, DISTANCES, AND AREAS SHOWN HEREON CONFORM TO THE TEXAS COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, TEXAS SOUTH CENTRAL ZONE.



PECAN SUBDIVISION
CITY OF DEL RIO, TEXAS
VAL VERDE COUNTY, TEXAS

PREPARED FOR:
DEL RIO INVESTMENTS, L.L.C.
P.O. BOX 420217
DEL RIO, TX 78842
DRAWING DATE: 03/31/2014

DIRKSEN ENGINEERING
TYPE FIRM #8848
TYPE FIRM #10103741
311 NORTH GETTY ST.
UVALDE, TEXAS 78801
PHONE 830-278-2100
kendirksen@dirkseneng.com

Meeting Date: 01/24/2017

Submitted By: Janice Pokrant, City Planner, Engineering Department

Information

SUBJECT:

O: 2017 - 021 An Ordinance Approving a Certain Replat of Lots 34 and 35, Block F Establishing Lot 35A within the Lakeridge Estates Subdivision in the Val Verde County Map Records, Del Rio, Texas. - Janice Pokrant, City Planner

SUMMARY:

Discussion and possible action on an ordinance to replat two lots within Lakeridge Estates into one lot.

BACKGROUND:

Applicant: Hector Canales, P.E. representing Susan B. Newsome, Manager of CBL Boat Storages, LLC

Requested Action: Combine Lots 34 and 35 to make one lot being Lot 34A

Location: Outside the City limits, but within the ETJ off of Hwy 90 & St. Andrews past the Y.

Flood Plain Clearance:

The properties within this replat are not located in the FEMA designate flood prone area.

DISCUSSION:

The property owner is the requesting replat in order to combine both of the lots into one lot. The plat meets the minimum requirements listed in the Local Government Code and City of Del Rio Municipal Code. The Amistad Zoning Authority and the Val Verde Commissioners Court approved the replat in May of 2016, and the plat was brought over to the city to review after that. The applicant was then informed that the plat was considered a minor plat as per the Local Government Code and could be signed administratively by the City Planner in compliance with the City of Del Rio Municipal Code. He was going to inform staff if he wanted to proceed to the Planning and Zoning Commission and City Council for approval or revise the plat signature lines to have the City Planner signature included. Staff checked in with the applicant before the holiday to see what the desire of the applicant was and then heard back from applicant after the new year that he wanted to proceed with approval from the Planning and Zoning Commission and City Council.

PROS:

Approving this plat is compliant with the Local Government Code and City of Del Rio Municipal Code.

CONS:

There is not a "con" associated with this agenda item.

RECOMMENDATION:

Staff's recommendation is for approval of the replat.

Fiscal Impact

FISCAL IMPACT:

There is not a fiscal impact associated with this agenda item.

Attachments

Ord Lake Ridge Estates

Lake Ridge Replat

ORDINANCE NO. O: 2017 - 021

AN ORDINANCE APPROVING A CERTAIN REPLAT OF LOTS 34 AND 35, BLOCK F ESTABLISHING LOT 35A WITHIN THE LAKERIDGE ESTATES SUBDIVISION IN THE VAL VERDE COUNTY MAP RECORDS, DEL RIO, TEXAS.

WHEREAS, this replat is located within the City of Del Rio Extraterritorial Jurisdiction and as such requires the final approval from the City of Del Rio; and

WHEREAS, the Val Verde Commissioners Court have heretofore granted their approval of a certain replat establishing Lot 35A within the Lake Ridge Estates subdivision in the Val Verde County Map Records, Del Rio, Texas on May of 2016; and

WHEREAS, the Planning and Zoning Commission have heretofore recommended approval of that certain replat establishing Lot 35A out of Lots 34 and 35, Block F, of the Lake Ridge Estate Subdivision recorded in Volume 4, Page 65, of the Val Verde County Map Records; and

WHEREAS, Chapter 212 of the Local Government Code requires that the City of Del Rio grant its approval of a plat that has fully complied with all applicable state and local regulations governing that platting and subdividing of real property; and

WHEREAS, the Del Rio City Council has found and determined that the aforesaid replat fully complies with all applicable regulations of the City of Del Rio, Texas.

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

Section 1. Approval

The approval of a certain replat establishing Lot 35A out of Lots 34 and 35, Block F, of the Lake Ridge Estates Subdivision recorded in Volume 4, Page 65 of the Val Verde County Map Records, Val Verde County, Texas.

Section 2. Certification and Endorsement

Mayor, Robert Garza, is hereby authorized and directed to endorse the approval of the Del Rio City Council on the foresaid plat by the execution of an appropriate certification duly attested by the City Secretary.

PASSED AND APPROVED on this 24th day of January 2017

ROBERT GARZA
Mayor

ATTEST:

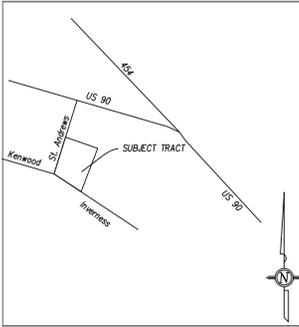
ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney



LOCATION MAP
NOT TO SCALE

MOUNTAIN VIEW
ENGINEERING F-15053

CONSULTING ENGINEER:
HECTOR CANALES, P.E.
2400 VETERANS BLVD SUITE 8
DEL RIO, TEXAS 78840
SURVEYOR:
KOCH & KOCH LAND SURVEYORS, INC.
HILMAR A. KOCH, RPLS
P.O. BOX 246
D'HANIS, TEXAS 78850

THIS PLAT HAS BEEN REVIEWED AND APPROVED BY THE FOLLOWING:

CHAIRMAN - DEL RIO PLANNING AND ZONING COMMISSION DATE _____

MAYOR - CITY OF DEL RIO DATE _____

CITY SECRETARY - CITY OF DEL RIO DATE _____

STATE OF TEXAS
COUNTY OF VAL VERDE
PLAT INSPECTED FOR FILING IN THE MAP RECORDS OF VAL VERDE COUNTY,
TEXAS, AND APPROVED BY THE VAL VERDE COUNTY COMMISSIONER'S COURT.

DATE _____ COUNTY JUDGE _____
VAL VERDE COUNTY

PLAT INSPECTED FOR FILING IN THE MAP RECORDS OF VAL VERDE COUNTY TEXAS

ABNER MARTINEZ
COUNTY SURVEYOR
VAL VERDE COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF VAL VERDE
I, HON. GENEROSA GRACIA-RAMON, COUNTY CLERK OF VAL VERDE
COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS

FILED IN MY OFFICE ON THE _____ DAY OF _____
2016 AT _____ IN THE RECORDS OF SAID COUNTY, IN
VOL. _____, PAGE _____ IN TESTIMONY
WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE
THIS THE _____ DAY OF _____ 2016.

HON. GENEROSA GRACIA-RAMON
VAL VERDE COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION FOR REPLAT OF LOTS 35 AND 34; BLOCK F; OUT
OF THE LAKERIDGE ESTATES SUBDIVISION; ESTABLISHING LOT 35A, BLOCK F.

Being Lot 35A, Block F, Lakeridge Estates Subdivision of Val Verde County, according
to the map or plat of record in Volume 4, Page 65, of the Map Records of Val
Verde County, Texas, said lot being more particularly described by metes and bounds
as follows:

BEGINNING at a Railroad Spike found at a steel "T" post at the Northwest corner of
Lot 35 in the east ROW of St. Andrews Ave., as shown in Volume 4, Page 65, Val
Verde County Map Records;

THENCE eastwardly, S 81° 49' 57" E, 80.61' to a railroad spike at a steel "T" post
found;

THENCE eastwardly, S 82° 19' 39" E, 153.05' to a 1/2" steel pin found at the Northeast
corner of Lot 35, the Northwest corner of Lot 34;

THENCE eastwardly, S 82° 29' 26" E, 99.48' to a 5/8" steel pin set at the Northeast
corner of Lot 34, the Northwest corner of Lot 33;

THENCE southerly, S 07° 06' 45" W, 205.88' to a 5/8" steel pin found at the Southeast
corner of Lot 34, the Southwest corner of Lot 33;

THENCE westwardly, N 82° 52' 05" W, 99.86' to a 5/8" steel pin found at the Southwest
corner of Lot 34, the Southeast corner of Lot 35;

THENCE westwardly, N 82° 51' 50" W, 142.65' to a 5/8" steel pin set;

THENCE westwardly, N 83° 34' 59" W, 78.71' to a 5/8" steel pin found at the southwest
corner of Lot 35, the Southeast corner of St Andrews Ave ROW;

THENCE northerly, along the East ROW St. Andrews Ave., N 03° 52' 31" E, 210.74' to
the Point of Beginning; and containing 1.558 acres of land, more or less, in Val
Verde County, Texas.

STATE OF TEXAS
COUNTY OF VAL VERDE KNOW ALL MEN BY THESE PRESENTS:

THE OWNER OF THE LAND SHOWN ON THIS SUBDIVISION RE-PLAT
AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON
ACKNOWLEDGES THAT THIS RE-PLAT WAS MADE FROM AN ACTUAL
SURVEY OF THIS 1.558 ACRE TRACT OF LAND, BEING LOTS 34 &
35, BLOCK F, OUT OF LAKERIDGE ESTATES, RECORDED IN VOLUME
4, PAGE 65, OF THE VAL VERDE OFFICIAL COUNTY MAP RECORDS,
VAL VERDE COUNTY, TEXAS.

OWNERS HEREBY ATTEST TO THE VERACITY AND COMPLETENESS OF
THE MATTERS ASSERTED TO ON THE PLAT AND IN THE ATTACHED
DOCUMENTS.

SUSAN B. NEWSOME
MANAGER OF CBL BOAT STORAGES, LLC
3902 VETERANS BLVD
DEL RIO, TX 78840

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE

_____ DAY OF _____, 2016

BY CBL BOAT STORAGES, LLC

MY COMMISSION EXPIRES: _____

SIGNATURE NOTARY PUBLIC STATE OF TEXAS

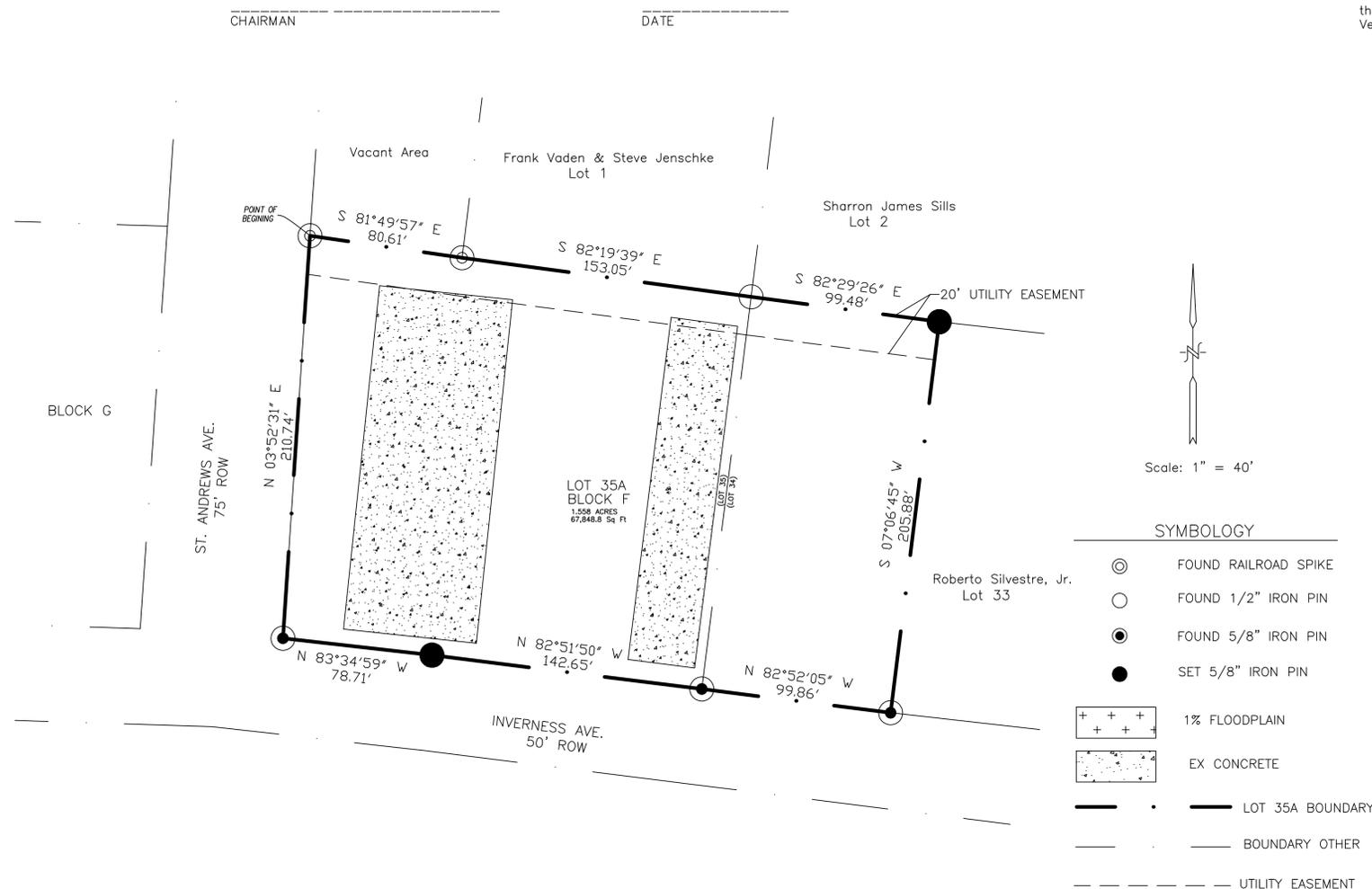
NOTES:

1. BEARINGS SHOWN HEREON
ARE TRUE GEODETIC BEARINGS
BASED ON GLOBAL NAVIGATION
SATELLITE SYSTEM (GNSS)
OBSERVATIONS (WGS '84
DATUM).

2. SET-BACK LINES ON
ORIGINAL LOT 35 ARE
AMBIGUOUS, AND THEREFORE
CANNOT BE SHOWN HEREON.

RE-PLAT OF LOTS 35 & 34, BLOCK F, LAKERIDGE ESTATES ESTABLISHING LOT 35A, BLOCK F

BEING A TOTAL OF 1.558 ACRES OF LAND; BEING LOTS 34 & 35, BLOCK F, OF THE LAKERIDGE ESTATES SUBDIVISION;
RECORDED IN VOL. 4, PAGE 65, OF THE VAL VERDE COUNTY MAP RECORDS; AND BEING THE SAME LANDS AS REFERRED
TO AND RECORDED IN VOL. 555, PGS 308-310, DEED RECORDS; AND VOL 813, PGS 502-504, OFFICIAL PUBLIC
RECORDS; SITUATED WITHIN SUR. NO. 746, C.L. KELLEY, ABST. NO. 1995, IN VAL VERDE COUNTY, TEXAS.



STATE OF TEXAS
COUNTY OF MEDINA

I HEREBY CERTIFY THAT THIS FOREGOING PLAT CONFORMS WITH
THE "MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING",
SET FORTH BY THE STATE OF TEXAS BOARD OF PROFESSIONAL
LAND SURVEYING, THAT IT WAS PREPARED FROM AN ACTUAL
SURVEY CONDUCTED ON THE GROUND UNDER MY SUPERVISION,
AND THAT IT WAS PREPARED IN ACCORDANCE WITH THE
SUBDIVISION REGULATIONS OF VAL VERDE COUNTY, TEXAS.

HILMAR A. KOCH
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 2082



STATE OF TEXAS
COUNTY OF VAL VERDE

I CERTIFY THAT THE WATER AND WASTEWATER SERVICE FACILITIES
DESCRIBED IN THE FINAL UTILITY REPORT ATTACHED HERETO ARE
IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES ADOPTED
UNDER 16.343, TEXAS WATER CODE.

HECTOR CANALES, P.E. 97388



NOTES:

1. THIS SUBDIVISION IS LOCATED OUTSIDE THE CITY LIMITS OF DEL RIO, BUT
WITHIN THE ETJ OF SAID COUNTY.
2. THIS SUBDIVISION IS LOCATED OUTSIDE THE FEMA REGULATED 1% ANNUAL
FLOODPLAIN AS DEPICTED ON FIRM PANEL #48465C 1650D, EFFECTIVE JULY
22, 2010.
3. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED BY A PUBLIC
WATER SYSTEM OWNED, OPERATED, AND MAINTAINED BY LAKERIDGE RANCH
WATER SYSTEM, LP.
4. THE LOTS IN THE SUBDIVISION ARE CURRENTLY SERVED ELECTRICITY
PROVIDED BY AMERICAN ELECTRIC POWER, A PUBLIC UTILITY OPERATED
UNDER THE LAWS AND REGULATIONS OF THE STATE OF TEXAS.
5. NO RESIDENTIAL HOUSING IS TO BE CONSTRUCTED WITHIN THE FEMA
DESIGNATED 100-YR FLOODPLAIN.
6. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE
LOCATED ON EACH RESIDENTIAL LOT.

MAY 2016

Meeting Date: 01/24/2017

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

O: 2017 - 022 An Ordinance by the City of Del Rio, Texas Authorizing and Directing City Manager to award Change Order No. 3 in the estimated amount of \$178,234.04 to the contract with the firm of 90 West Contractors for the revised construction of Dignowity, Rio Grande and Martin Streets due to the Changed Site Conditions - Alejandro Garcia, Public Works Director

SUMMARY:

Contract was awarded to the firm of 90 West Contractors and after award and inspection of the three streets, it became evident that these streets designs needed to be re-examined and construction methods be redesigned. Prior to paving any streets, infrastructure must be installed and accepted. It was during these installations of water and wastewater or gas lines, it was seen that the materials in place were not suitable for the construction. The city then decided to have these streets redesigned and constructed with the additions of other materials that were different than the materials in the initial contract

BACKGROUND:

The contract initially required for Dignowity and Rio Grande Streets to be milled and reconstructed with only 2-inch base course and for Martin Street to have a seal coat and overlay. After all infrastructures were installed, it was found that suitable materials needed to be added and that the in-place material was unsuitable. Neither contractor nor City knew of this situation at time of the contract being awarded to 90 West Contractors sometime ago in March 2016. Much work has been done by 90 West since March 2016 and only one small change order in the amount of \$8,749.56 and another change order for time only have been added to this contract. The total revised contract now is \$7,463,094.07. Also, Contractor found and staff concurred of a differing site condition on Avenue Q and D with wet conditions which resulted in a request for equitable adjustment. The combined equitable adjustment and the proposed new work would now equal over \$350K so staff decided to delete Magnolia Street for a lesser combined cost of the total changes which is now in the amount of approximately \$178,234.04. City Staff believes if approved that we can attempt to negotiate a still lower price than this estimated amount but this might not be possible...

DISCUSSION:

Staff believes it is necessary to allow City Manager to award or issue the change order at the not to exceed amount of approximately \$178,234.04. Need to have an agreement now in order to provide final direction on the scope of work to the Contractor as it is expected he could be working in these areas sometime in late January or early February 2017.

PROS:

Issuance of this change order is necessary to improve the construction methods and the final construction of these streets for longer life expectancy of these streets.

CONS:

Non award of this change now could cause delays in the contractor's progress resulting in claims for impacts and additional time to construct these streets. If weather continues to be favorable, progress would improve and Contractor could be working on these three streets sooner than anticipated.

RECOMMENDATION:

City staff recommend approval of this change order no. 3.

Fiscal Impact

FISCAL IMPACT:

Fiscal impact is \$ 178,234.04 and funds are available from prior CO's for streets and current 2016 CO's also for construction of streets.

Attachments

O 2017 - 022 Change Order 3 90 West

ORDINANCE NO. O: 2017- 022

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO TO AWARD A CHANGE ORDER NO. 3 IN THE AMOUNT NOT TO EXCEED \$178,234.04 TO THE CONTRACT WITH 90 WEST CONTRACTORS, LTD.

WHEREAS, the contract contains general provisions that allow that the City of Del Rio, Texas may order additions or deletions or revisions and for changes to the contract within the statutory limits of this contract and this is not a change that requires a new project bid; and

WHEREAS, the City of Del Rio must issue Change Order No 3 to the contract with 90 West Contractors, Ltd. for the deletion of some work and the additional work for removing unsatisfactory materials and replacing with an additional 4-inches of suitable base materials for W. Martin, Dignowity, and Rio Grande streets; and

WHEREAS, the City of Del Rio has confirmed the need for the removal of unsuitable materials and replacement with suitable materials and revisions to the construction methods and;

WHEREAS, the contract time of performance is unchanged but the sum of approximately \$178,234.04 must be added for the additional work.

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

It hereby authorizes and directs City Manager Henry Arredondo to negotiate and issue Change Order No. 3 in the amount of not to exceed \$178,234.04 to the contract with 90 West Contractors, Ltd, for the additional work.

PASSED AND APPROVED on this the 24TH day of January 2017

ROBERT GARZA
Mayor

ATTEST:

SUSAN CORP
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney

Meeting Date: 01/24/2017

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

O: 2017 - 023 An Ordinance by the City of Del Rio, Texas Authorizing and Directing the City Manager to Issue Change Order No. 1 to the Contract with Arredondo, Zepeda, and Brunz, LLC (AZ&B) in the amount of \$8,141.00 for the development of plans and specification for the redesign of Martin, Dignowity and Rio Grande Streets - Alejandro Garcia, Public Works Director

SUMMARY:

Due to change site conditions not known at the time plans and specifications were advertised for the construction of the Del Rio Roadway Improvements Project, it is necessary to redesign the construction of these three residential streets in the Chihuahua area of Del Rio. Total change to the construction methods is necessary which will affect the construction contract cost with some additional costs for redesigned work and deduction of Magnolia street to reduce the overall contract price on the 90 West Contract

BACKGROUND:

City of Del Rio, Texas awarded the design contract to the firm of AZ&B in the amount of \$596,770.89 for the construction plans and specifications for the Del Rio Roadway Improvements construction contract. Separately the construction contract was awarded to 90 West Contractors. After award of this construction contract, others installed the water lines and sewer lines on the various streets south of Gibbs Street. After these installations it became evident that changes needed to be made to the construction of these three streets which included Dignowity, Martin, and Rio Grande streets. Thus this change to AZ&B is necessary to prepare those revised construction plans and specifications.

DISCUSSION:

It was not known that the conditions of these three roads would require removals of materials and bringing in new materials. Staff had inspected the areas as well as the contractor, AZ&B, who prepared the initial plans and specifications. It is necessary to issue this change order to AZ&B for this work and follow on contract administration during construction. The new designs will provide for better quality streets in these areas which will allow for longer life expectancy of these roads with improved construction and improved drainage features due to the new construction.

PROS:

Approval and issuance of this change order will allow AZ&B to redesign the streets plans and specifications resulting in better streets in this area of Chihuahua.

CONS:

Disapproval of this change order will cost more for the construction works but this is necessary since the initial design is not suitable due to the site conditions that now exist.

RECOMMENDATION:

Staff recommends approval of this change order to be issued to AZ&B.

Fiscal Impact

FISCAL IMPACT:

Fiscal impact will be the amount of \$8,141.00 and funds are available from previous CO's from years 2015 to present CO's of 2016.

Attachments

Ordinance Change Order 1
AZ&B CO No. 1 for Redesign

ORDINANCE NO. O: 2017 - 023

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO TO ISSUE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$8,141.00 TO THE CONTRACT WITH AZ&B FOR THE CITYWIDE STREETS IMPROVEMENT CONTRACT FOR REDESIGN OF MARTIN, DIGNOWITY, AND RIO GRANDE STREETS.

WHEREAS, the City of Del Rio must issue Change Order No 1 to the contract with AZ&B for the necessary redesign of Martin, Dignowity, and Rio Grande streets due to change site conditions; and

WHEREAS, the City of Del Rio has confirmed the necessity for the redesign of these streets due to the change site conditions which was not known at the time of award for the construction of these and other streets; and

WHEREAS, all other terms of the contract remain unchanged except that the contract price is revised with a current total contract price of \$604,911.89

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

It hereby authorizes and directs City Manager Henry Arredondo to issue Change Order No. 2 in the amount of \$8,141.00 to the contract with AZ&B for the Citywide Streets Improvement Contract for the redesign of Martin, Dignowity and Rio Grande Streets.

PASSED AND APPROVED on this the 24th day of January 2017

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

Exhibit A

Scope of Work

Del Rio City Wide Street Improvements Project

City of Del Rio, Texas

Amendment No. 1

AZ&B proposes to develop roadway reconstruction change order for the following roads:

- Dignowity Street – from Ware to end of street past Holming
- Rio Grande Street – from Ware to Holming

It is the intent of this Amendment to develop bid quantities for the reconstruction of the two roadways. Roadway to match existing drainage conditions and elevations.

Additional Design Phase Services will consist of the following:

The following tasks are proposed:

1. Project Management/Coordination with City of Del Rio.
2. Evaluate and remove bid quantities items currently on the project contract.
3. Calculate quantities and develop bid items to incorporate the proposed roadway reconstruction in the City Wide Street Improvements project awarded to 90 West Contractors LTD. The change order will include the following:
 - a. Remove the mill and overlay quantities for Dignowity, Rio Grande, and Martin Streets.
 - b. Add the reconstruction of roadway for Dignowity and Rio Grande as identified on this amendment.
 - c. Add overlay only for Martin Street.
 - d. Develop specifications for bid items that are not in the current contract.
4. Develop Change Order package for contractor and help City of Del Rio Personnel to negotiate bid items not in current contract.
5. Develop Probable Construction Cost Estimate
6. QA/QC Change Order Submittal Package.
7. Finalize Change Order and submittal (1 electronic PDF file and 3 hard copies).

Additional Construction Phase Services will consist of the following:

- As per original contract.

Closeout Phase:

- As per original contract.

Lump Sum Method:

Client shall pay Consultant a lump sum fee of **\$8,141.00** for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

- Client will be invoiced monthly based on percent work complete.

Schedule of Services

Consultant shall perform the Basic Services described above in accordance with the following schedule:

- **Deliverable #1** shall be included in the ongoing construction schedule.

Services not included in this Scope of Work are as follows:

Topographic monuments, Permits (TXDOT, FEMA, COE), ROW research, ROW survey, property research, power pole relocation coordination, property value assessments, drainage analysis, storm drainage design, storm outfall design, additional reconstruction and overlay of streets, water, sewer, and natural gas utility design, retaining wall design, construction management, ADA reviews and inspections, construction staking, and construction observation. Tasks not included are as follows:

- Perform Topographic Survey of streets
- Develop Plan and Profile Sheets
- Develop Cross Section Sheets
- Intersection layouts,
- Retaining wall analysis, design and layouts,
- Sign layout plans,
- Storm sewer and culvert layout sheets,
- Environmental Services,
- Temporary Construction Easements,
- Permanent Construction Easements,
- Subsurface Utility Engineering (SUE),
- Tree Survey, Permits / Approvals,
- Hydraulic modeling,
- Attendance of Public or City Council Meetings are not included in this scope,
- Construction staking,
- Post construction survey for as-built development,
- Sidewalks, TDLR/ADA reviews, coordination and permitting,
- Signals and apparatuses,
- Construction Observation
- Specifications Book,
- Construction Phasing Plans,
- Additional PS&E Packages.

SERVICES TO BE PROVIDED BY CITY OF DEL RIO

- Provide most current available records showing the location of water, sewer and gas facilities, asbuilt drawings and Cad files,
- Provide most current available roadway plans (if and/or when available),
- Pavement design,
- Assist with Utility Coordination after diligent effort has been made by Consultant,
- Provide 100% review comments,
- Provide Unit Bid Items of current roadway project bids,
- Provide Final Contractors Redline Drawings,

- Provide block maps,
- Provide record drawings,
- Provide GIS maps,
- Review of deliverables,
- TDLR/ADA reviews, coordination and permitting.

Item No.	FEE ESTIMATE FOR CITY OF DEL RIO City Wide Roadway Improvements August 10, 2016	No. Sheets	Sr. Project Manager	Project Engineer, PE	Senior Designer/Tech	Admin/Clerical	Total Task Hours	Cost
TASK		HOURS					TOTAL	
Deliverable #1								
Change Order								
1	Project Management/Coordination		10			2	12	\$1,590.00
2	Evaluate and remove bid quantities		2				2	\$296.00
3	Calculate quantities and develop bid items		2	16	10		28	\$3,070.00
4	Develop Change Order package and aid in negotiations		4	4			8	\$1,068.00
5	Develop Probable Construction Cost Estimate		1	4			5	\$624.00
6	QAQC Change Order Package		4	1			5	\$711.00
7	Finalize Change Order and Submittal		1	1		2	4	\$377.00
	Subtotal	0	24	26	10	4	64	\$7,736.00
	Subtotal for Change Order	0	24	26	10	4	64	\$7,736.00
	Total for Engineering Fee		24	26	10	4	64	\$7,736.00
Miscellaneous Expenses								
1	Printing/Copies							\$20.00
2	Per Diem							
3	Mileage							\$385.00
	Total Miscellaneous Expenses							\$405.00
	Total Engineering Fee		24	26	10	4	64	\$8,141.00

Meeting Date: 01/24/2017

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

O: 2017 - 024 An Ordinance by the City of Del Rio, Texas authorizing and directing City Manager Henry Arredondo to issue Change Order No. 3 in the amount of \$ 12,416.54 to the contract with Garland/DBS, Inc. - Alejandro Garcia, Public Works Director

SUMMARY:

During the roofing work on the Civic Center after removal of the decking material on the roof over the Kennedy Room, it was found that due to moisture and retained water after rainfall, that the contractor had to install new materials to replace the damaged wood nailers and wood decking. New supports or Crickets, had to be installed and the areas cleaned and standing water removed to allow for the new works. This involved labor, equipment, and materials as shown on the attached Change Order Request No. 3 enclosed.

BACKGROUND:

City Council provided funds under CO's for construction and repairs of roofs on various buildings. The two selected were the Civic Center and the Firehouse Museum. After removal of roofing materials over the Kennedy Room roof, it was found that there were damaged roofing components over this area requiring repair and replacements. The contractor suggested the installation of another cricket (alternate support system) such as was done on other areas of the Civic Center. This will assure no further ponding of water in this area. This is a change site condition which could not be readily seen until removal of the existing roofing and needs approval for issuance of this change order No. 3.

DISCUSSION:

This is another situation wherein ponding of water has created damage to existing roofing and structural members. This is necessary to be repaired as described above to eliminate and future ponding of water. Thus the issuance of this change order is essential to prevent any future damages and to repair/replace the required roofing.

PROS:

The problem was discovered during the ongoing roofing work sometime prior to the Christmas holidays. Contractor submitted the request for change order and staff had to verify the need and had to assure adequate funding available. Funds are available and sufficient for this change order work. The installed work will prevent future ponded water and will extend the life of the roof and protect the roofing systems being installed.

CONS:

The change order will impact the available funds but it is necessary to perform the work else the roof could experience further damage due to rainfall and ponded water.

RECOMMENDATION:

Staff recommends approval of this change order in the amount shown on the change order.

Fiscal Impact

FISCAL IMPACT:

The fiscal impact on approval of this change order is in the amount of \$12,416.54 for a total contract cost of \$ 905,929.08. Funds are available through 2015 and 2016 CO's.

Attachments

O2017-024 Change order No. 3
Change Order No. 3-Garland/DBS Inc.

ORDINANCE NO. O: 2017 - 024

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO TO ISSUE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$12,416.54 TO THE CONTRACT WITH GARLAND/DBS INC.

WHEREAS, the City of Del Rio, Texas has an executed contract with Garland/DBS Inc. for the repairs of the roofs at the Civic Center and the Fire House Museum; and

WHEREAS, the City of Del Rio must issue Change Order No 3 to the contract for the additional miscellaneous work for construction after the removal and extraction of water from the area of the roof above the Kennedy Room during the roofing work; and

WHEREAS, the City of Del Rio has confirmed the need for additional work items during the general roofing work and the additional labor and materials and markups and general conditions; and

WHEREAS, the change order includes the sum of \$12,416.54 for the additional work resulting in a revised contract price of \$905,929.08

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

It hereby authorizes and directs City Manager Henry Arredondo to issue Change Order No. 3 in the amount of \$12,416.54 to the contract with Garland/DBS, Inc. for the additional work resulting in a revised construction revised contract price of \$905,929.08

PASSED AND APPROVED on this the 24TH day of January 2017.

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIES
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO
City Manager

SUZANNE WEST
City Attorney



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



CHANGE ORDER REQUEST #3

DATE: 12/8/2016

PROJECT: City of Del Rio

US Communities Project Number: 25-TX-160159

DESCRIPTION: Clean and Water Extraction Kennedy Roof

We are requesting a change in the Contract Sum as stated below due to the following changes to the work scope:

Scope of Work: Civic Center – Kennedy Room

1. Clean and Extract water from the Kennedy Roof due to AC Curb being full of water during re-roofing which entered the building.

Install Cricket Labor and Non Garland Materials :	\$ 3,999.70
Wood Nailer Replacement 316' x \$5.50 LF:	\$ 1,738.00
Lightweight Decking Repairs 450 SF x \$8.00 SF:	\$ 3,600.00
Wood Decking Repairs 300 SF x \$6.50 SF:	\$ 1,950.00
Sub-Total:	\$ 11,287.77
Mark-Up (10% on Labor/Non-Garland Materials)	\$ 1,128.77
Sub-Total:	\$ 12,416.54

Total Change Order #3: \$ 12,416.54

Please indicate your approval by signing and returning one copy of this document to our office.

Sincerely,

Bryan Taylor

Project Manager

Accepted By:

Title: _____

By: _____

Date: _____

Meeting Date: 01/24/2017

Submitted By: Mario Garcia, Purchasing Agent, Finance

Information

SUBJECT:

O: 2017 - 025 An Ordinance by the City Council of the City of Del Rio, Texas Authorizing and Directing the City Manager, Henry Arredondo to Award a Contract for the Purchase of Two (2) Stair Step Screens and Two (2) Washing Presses for the City of Del Rio Silver Lake Wastewater Treatment Plant to Vulcan Industries, Inc. - Mario A. Garcia, Purchasing Agent

SUMMARY:

Discussion and possible action on a resolution to authorize and direct City Manager Henry Arredondo to give award the bid for purchase of two (2) Stair Step Screens and two (2) Washing Press for City of Del Rio Silver Lake Wastewater Treatment Plant.

BACKGROUND:

The City of Del Rio Wastewater Department operates and maintains the Silver Lake Wastewater Treatment Plant. In this plant, there is a need for the mechanical bar screens which is for the head works of Silver Lake Wastewater Treatment Plant. The equipment mentioned will be installed at the head works of the plant, where it has encountered many problems with influent waste entering the Wastewater plant. This is due to all of the debris coming in to the plant, having a major impact with treatment. With the installation of the mechanical bar screen, it will eliminate this problem, and cause less disruption in treatment. The incoming debris (rags, trash etc.) makes it's way in to the RAS (RETURN ACTIVATED SLUDGE) and WAS(WASTE ACTIVATED SLUDGE) Pumps that continue to damage and cause failure to are pumps, and the cost associated with repairs. In addition with the installation of the bar screen it works as grit removal. All the grit that is received with the influent also makes its way into the pump volute and impellers causing severe damage.

DISCUSSION:

The City of Del Rio Wastewater Department is seeking interested vendors to submit to this invitation for bids in part of the requirement for open competition for the purchase of the pumps and materials. Additionally, as part of this process, the City will attempt to obtain the best possible product at the most reasonable cost. The Utility Commission approved this item on October 21, 2014.

PROS:

The replacement of a manual bar screen with a mechanical stair screen and washing press, will improve the waste removal capabilities of the Wastewater system. Replacement will improve the working life of the RAS/WAS pumps.

CONS:

Regulatory agency fines and fees will continue to be a possible issue and blockages of flow will increase the possibility of contamination.

RECOMMENDATION:

The Purchasing Agent recommends to the City Council that they discuss and consider the approval of an ordinance authorizing and directing City Manager Henry Arredondo to Give Notice and award a contract for the purchase of two (2) Stair Step Screens and two (2) Washing Presses for City of Del Rio Silver Lake Wastewater Treatment Plant Vulcan Industries, Inc.

Fiscal Impact

FISCAL IMPACT:

The funds to purchase and install the two stair step screens and two washing presses will be from available funds in the certificates of obligation series 2013. The estimated cost for this project is \$260,000.

Attachments

O2017-025 award 2 stair steps
stair step specs
washing press specs

ORDINANCE NO. O: 2017 - 025

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING THE CITY MANAGER, HENRY ARREDONDO TO AWARD A CONTRACT FOR THE PURCHASE OF TWO (2) STAIR STEP SCREENS AND TWO (2) WASHING PRESSES FOR THE CITY OF DEL RIO SILVER LAKE WASTEWATER TREATMENT PLANT TO VULCAN INDUSTRIES, INC.

WHEREAS, the City of Del Rio is required to procure services, goods, and materials that are competitively bid and awarded in accordance with State of Texas Local Government Code, Chapter 271; and

WHEREAS, the City of Del Rio has the need to purchase two stair step screens and two washing presses in the influent head works of the Silver Lake Wastewater Treatment Plant for removal of debris and prevent damage to the RAS/WAS pumps; and

WHEREAS, the estimated cost for the procurement of the stair step screen and washing press is estimated approximately \$ 260,000, with the funding for this project being from Certificates of Obligation Series 2013; and

WHEREAS, the initial cost requires the solicitation of bids through an open procurement process and the City of Del Rio has complied with all due diligence and requirements for full transparency.

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

It hereby authorizes and directs the City Manager Henry Arredondo, to award a contract for the purchase of two stair step screens and two washing presses for the City of Del Rio Silver Lake Wastewater Treatment Plant to;

**VULCAN INDUSTRIES INC.
212 S KIRLIN STREET
MISSOURI VALLEY, IA 51555**

**TOTAL BID AMOUNT
\$236,774.00**

PASSED AND APPROVED on this the 24TH day of JANUARY 2017.

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM AND LEGALITY:

HENRY ARREDONDO

SUZANNE WEST

City Manager

City Attorney

STAIR SCREEN EQUIPMENT SPECIFICATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish two (2) fully automatic stair screens for collecting and removing debris from the incoming wastewater flow at the Del Rio, TX – Silver Lake WWTP - Inlet #1 and Inlet #2.
- B. The stair screens shall be provided complete with all accessories, spare parts, mounting, anchor bolts and other appurtenances as specified and as may be required for a complete and operating installation. **The stair screens provided shall have parts that are interchangeable with the stair screen installed at the Del Rio, TX – San Felipe WWTP.**
- C. Related Sections:
 - 1. Washing Press Equipment Specification

1.02 REFERENCES

- A. American Gear Manufacturers Association (AGMA)
- B. National Electrical Manufacturers Association (NEMA)
- C. American Federation of Bearing Manufacturers Association (AFBMA)
- D. American Society for Testing and Materials (ASTM)
- E. American Welding Society (AWS)
- F. Steel Structures Painting Council, American National Standards Institute (SSPC)
- G. Underwriters Laboratory (UL)

1.03 SUBMITTALS

- A. Shop Drawing Submittals shall include at least the following:

1. Certified shop and erection drawings showing important details of construction dimensions, anchor bolt locations, and field connections.
2. Descriptive literature, bulletins, and catalogs of the equipment, including details of the motor, gear reducer and lubrication points.
3. Installation, operation, and start-up procedures including lubrication requirements.
4. Complete motor data.
5. Total weight of the equipment including the weight of the single largest item.
6. A list of spare parts that are supplied with the project.

1.04 OPERATION AND MAINTENANCE MANUALS

- A. Submit operations and maintenance manuals in three ring binders for the equipment in compliance with the Contract documents, 30 days prior to shipment. Manuals shall include:
 1. Contact name, address, and telephone number of the equipment manufacturer's Service Department and Parts Department.
 2. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
 3. Operating, maintenance and troubleshooting information.
 4. Complete maintenance parts list.
 5. Complete connection, interconnecting and assembly diagrams.
 6. Approved shop drawings including complete electrical information.

1.05 QUALITY ASSURANCE

- A. The materials covered by these specifications are intended to be standard equipment of proven reliability and as manufactured by a reputable manufacturer having experience in the production of screening equipment. The equipment furnished shall be designed and constructed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the Contract Drawings and operated per the manufacturer's recommendations.

B. The design is based on a Model ESR-23 / 3 mm Stair Screen as produced by Vulcan Industries, Inc. of Missouri Valley, Iowa.

1.06 DESIGN REQUIREMENTS

Number of Units	One (1) – Inlet #1
Peak Flow Rate	4.0 MGD
Flow Channel Width	2'-4"
Flow Channel Depth	3'-6"
Discharge Height EL.	*107.05'
Channel Top EL.	*103.50'
Invert EL.	*100.00'
Slot Width / Spacing	1/8-inch (3 mm)
Setting Inclination	57 degrees from horizontal (maximum)

Number of Units	One (1) – Inlet #2
Peak Flow Rate	6.0 MGD
Flow Channel Width	3'-1-1/4"
Flow Channel Depth	3'-9"
Discharge Height EL.	*107.05'
Channel Top EL.	*103.75'
Invert EL.	*100.00'
Slot Width / Spacing	1/8-inch (3 mm)
Setting Inclination	57 degrees from horizontal (maximum)

* Reference elevations only.

1.07 STORAGE AND HANDLING OF EQUIPMENT

- A. The CONTRACTOR shall store and temporarily support equipment prior to installation in strict accordance with the Manufacturer's recommendations and instructions. Protect all exposed surfaces. Keep records of the storage parameters and the dates that storage procedures were performed. The CONTRACTOR shall be responsible for work, equipment, and materials until inspected, tested and finally accepted.
- B. Protect the equipment from being contaminated by dust, dirt, vibration and moisture.
- C. Temporarily connect equipment with built in motor space heaters to a power source and keep heaters in operation. Rotate all shafts that have bearings on at least a monthly basis.
- D. The stair screen shall be shipped complete including the motor and excluding the support arms and discharge chute. The local control station shall be pre-wired to the screen and shall be attached via a bolted connection to one of

the support arms. The unit shall be erected and lubricated in strict accordance with the instructions of the Manufacturer's field engineer.

PART 2 PRODUCTS

2.01 GENERAL

- A. The stair screen furnished shall positively remove debris from the incoming wastewater by means of fixed and movable lamellas. The lamellas shall be secured within a framework that is installed in the concrete channels as shown on the Contract Drawings. During each cleaning cycle, the movable lamellas shall rotate one complete revolution (or one step), which will transport the screenings material up to the next set of fixed lamellas. The movable lamellas will then finish their rotation and return to their original position. A positive means of stopping the movable lamellas at the original position shall be incorporated into the design. Multiple revolutions during normal flow are not acceptable. This intermittent cycling will raise the screenings upward and subsequently out of the channel at the point of discharge into the appropriate receiving device.
- B. Designs employing the use of endless moving media, cables and hydraulic cylinders or raking mechanisms to remove debris from the channel are not acceptable. The use of two or more motors to complete a screen cleaning cycle is not acceptable.
- C. The design shall be such to ensure that all maintenance can be accomplished at the operating floor level. No part of the drive system including bearings, linkage, bushings or shafts shall be located below the water surface at maximum design flow. Designs that utilize drive systems that rely on gravity or otherwise do not provide a forceful mechanical action in the downward stroke of the movable lamella package are specifically not acceptable. The drive output shaft rotation shall be constant and in one direction in order to reduce maintenance requirements.

2.02 FRAME ASSEMBLY

- A. The frame assembly shall be of a one piece, formed structural design and shall provide a rigid, secure unit capable of withstanding all operating forces when installed in accordance with the manufacturer's instruction. The frame assembly shall consist of two side frames, a base plate, two drive plates, fixed lamella support members, movable lamella support members and two frame support legs with pivot pins. The drive plates shall be mounted within the side frame and shall be connected to the movable lamella support members.

- B. The frame assembly shall be designed to mount into the channel without the need for recesses in the channel walls or channel floor. Neoprene side seals shall be attached to the side frames with 304 stainless steel retainers and hardware to seal between the screen and channel walls.
- C. The side frames shall extend fully from the channel invert to the top of the unit and shall be arranged to pivot out of the channel for maintenance. The frame shall be designed to clear all fixed screenings receiving devices when the screen is pivoted out of the channel for maintenance. The side frames shall be manufactured from 304 stainless steel with a minimum thickness of 0.24-inch (6 mm)

2.03 LAMELLAS

- A. The screening surface of the stair screen shall consist of alternating fixed and movable step-shaped lamellas. The steps on the lamellas shall be of the same size, nominally 2-3/8-inch deep by 4-1/4-inch tall, except for the lowest step, which shall be of a low profile design. The distance from the bottom of the channel to the top of the bottom step shall not exceed 2-1/2-inches. The downstream side of the lower moveable lamellas shall be provided with half-moon shaped teeth to slice through any debris that may accumulate on the fixed lamella support members. All lamellas shall be attached to either the fixed or movable lamella support members.
- B. The lamellas in the screening area shall have a slot width (or spacing) of 1/4-inch (6mm). Fixed lamellas shall be provided with replaceable plastic spacers on each side to maintain the proper spacing and prevent metal-to-metal contact between the lamellas.
- C. The lower portion of the fixed lamellas shall be furnished with thick polypropylene sleeves to ensure proper spacing and prevent metal-to-metal contact between the lamellas. The lower portion of the movable lamellas shall be provided with half-moon shaped teeth to penetrate through fine grit and sand during operation. The lower lamellas shall be manufactured from 304 stainless steel with a thickness of 2 mm.
- D. The upper portion of the fixed lamellas and movable lamellas shall be constructed of U.V. stabilized polypropylene with a nominal thickness of 5mm mm. The bar spacings between the fixed and movable lamellas in the transport zone shall be 0.5 mm or less. The thick lamellas shall help to ensure that stringy material does not fall through the screen prior to discharge.

2.04 DIRECTING PLATE

- A. The stair screen shall be provided with a directing plate at the base of the machine perpendicular to the flow and level with the lowest step on the

lamellas. The directing plate shall direct heavier material, such as grit and gravel, onto the top shelf of the bottom row of steps on the lamellas to prevent a build-up of material in front of the screen.

- B. The directing plate shall be manufactured from 3/16-inch thick 304 stainless steel and shall be provided with a replaceable nylon brush to seal between the downstream edge of the plate and the upstream edge of the bottom row of steps.

2.05 ENCLOSURE PANELS

- A. The portion of the stair screen located above the top of the channel on both the upstream and downstream sides shall be shrouded in removable enclosure panels. The drive compartment shall be shrouded separately. The drive shall be fully enclosed to protect it from the atmosphere in the channel. Panels shall be secured in place with ¼ turn keyed latches.
- B. The enclosure panels shall be manufactured of 304 stainless steel with a minimum thickness of 20-gauge. The panels shall be formed with engineered bends to help prevent deflection. Flat plate covers are not acceptable.

2.06 DRIVE ASSEMBLY

- A. The stair screen shall be furnished with an integrated drive assembly consisting of a TEFC electric motor with a bevel type gear reducer, drive shaft, bearings, sprockets and dual drive chains.
- B. The motor shall be a minimum 2.0 horsepower, 230/460 volt, 3 Phase, 60 Hertz with a service factor of 1.15. The motors shall be rated at 40°C ambient with Class F insulation and shall have a Class B temperature rise at full load. The nominal motor speed shall be 1800 rpm.
- C. Gear reducers shall be bevel gear type with ball or roller bearings throughout with all moving parts immersed in oil. Shafts shall be of high strength alloy steel ground to required tolerances. All ball or roller bearings shall be rated and manufactured by a member of the Antifriction Bearing Manufacturer's Association. At least one bearing on each shaft shall be of the combined radial and thrust type.
- D. Gear reducer units shall meet the standards of the American Gear Manufacturers Association.
- E. The drive assembly shall be capable of elevating the weight of the movable lamellas plus the maximum debris load.

- F. The chain and sprocket transmission system shall consist of endless dual chain, an upper sprocket connected to a bearing in a fixed housing and a lower sprocket connected to a bearing in a pivoting housing. The drive system shall be identical on each side of the screen.
1. The drive system shall be designed so that the lower sprocket, lower bearing assembly and associated chain are located above the maximum water level. Designs that utilize sprockets, bearings, linkage or bushings located below the maximum water level are not acceptable.
 2. The lower bearing assembly shall be designed to pivot or slip to automatically accommodate uneven chain stretch.
 3. The chain shall be arranged in the same plane as the fixed lamella package and the same plane as the movable lamella package when in the parked position to ensure maximum efficiency in the drive system.
 4. Automatic shock absorber type chain tensioning devices shall be provided to ensure that the drive chains maintain proper tension and to eliminate the need for adjustment.
 5. Automatic, adjustable, oil drip-type chain lubricators shall be provided to lubricate the screen drive chains. Lubricators shall be equipped with replaceable oil canisters.

2.07 DISCHARGE CHUTE

- A. A fully shrouded and easily removable discharge chute shall be provided at the point of discharge to interface with and direct screenings into the inlet hopper on the washing press. The discharge chute shall be manufactured from 304 stainless steel.

2.08 CONTROLS

- A. The stair screen shall be cycled on and off by remote control signals from the main control panel. The screen shall be cycled by a demand signal generated from a differential level controller. The controller shall be located within the main control panel and shall measure the head loss across the screen. Once a preset level has been reached, a signal in the form of a dry contact closure is generated for starting the screen. Once directed to start, the screen will be cycled on and off by a repeat cycle timer until the head loss is reduced to a preset operating level. Differential level shall be measured by ultrasonic transducers mounted upstream and downstream of the screen. Two (2) Echomax transducers, fabricated stainless steel brackets and anchor bolts and a sufficient length of cable shall be provided as part of the differential level system.

- B. The control system, both local and main, shall be designed and manufactured by the same company that furnishes the mechanical screen.
- C. Local controls shall consist of a NEMA 4 local junction box with a mushroom head EMERGENCY STOP push-button. The local controls and motor shall be pre-wired to a terminal strip located inside the local junction box. The control station shall be mounted on one of the screen support legs.
- D. One (1) NEMA 4 home position proximity switch to stop the movable lamella package at a predetermined position after each cleaning cycle. Proximity switch shall be single pole, double throw (SPDT) and rated not less than 10 amps at 120 volt AC.
- E. Furnish one (1) main control panel for each stair screen. The main control panel shall be totally enclosed, front access type with top/side/bottom entry. The panel shall be manufactured by a U.L. listed control panel facility and shall bear a U.L. label. Construction of the control panel enclosure shall be NEMA 4X, 304 stainless steel with indicating devices and switches mounted on the front door. The controls for the screen and washing press shall be included in the same main control panel.
- F. Main control panel wiring shall be color-coded, labeled, neatly cabled and supported in nonflammable wiring raceways. Wiring shall be minimum 16-gauge MTW stranded wire.
- G. The control panel wiring shall contain all power and control devices shown on the Contract Drawings (wiring diagrams), which for the stair screen shall include, but not be limited to, the following:
 - a) One (1) control power ON-OFF selector switch.
 - b) One (1) HAND-OFF-AUTO selector switch for operation of the stair screen drive.
 - c) One (1) red pilot light for "Screen Run" indication.
 - d) One (1) amber pilot light for "Over Current" indication.
 - e) One (1) white pilot light for control power.
 - f) One (1) momentary "reset" push-button for over current reset.
 - g) Spare contact for remote indication of "Over Current" status.
 - h) Control relays, wiring and circuitry required to implement the control logic.
 - i) One (1) full voltage NEMA rated starter. The magnetic starter shall be of the heater less design and provide phase loss protection, short circuit self-protection and thermal memory. The solid-state overload shall be self-powered.
 - j) One (1) circuit breaker

- k) One (1) 120 VAC step down control transformer.
- l) One (1) adjustable interval timer mounted on DIN rail to automatically initiate operation of the stair screen.
- m) One (1) Milltronics HydroRanger 200 differential level controller to sense the differential in water level upstream and downstream of the stair screen.
- n) One (1) adjustable repeat cycle timer mounted on DIN rail that shall be activated by a signal from the differential level controller.
- o) One (1) current sensing relay. The current sensing relay shall continuously monitor the motor current to prevent damage due to a jam obstruction or a unit malfunction. An over current condition that causes motor shutdown shall cause an alarm to sound. The alarm shall be manually reset prior to the unit returning to normal operation.
- p) One (1) elapsed time meter.

H. All switches, pushbuttons and pilot lights shall be NEMA rated components. IEC rated components are not acceptable.

2.09 SEQUENCE OF OPERATION

- A. The stair screen shall be manually operable from the main control panel.
- B. The screen shall be cycled by a demand signal generated from a differential level controller. The differential level controller located within the remote control panel shall measure the head loss across the screen. Once a preset level differential has been reached, a signal in the form of a dry contact closure is generated for starting the screen. Once directed to start, the screen will be cycled on and off by a repeat cycle timer until the head loss is reduced to a preset operating differential level. Ultrasonic transducers mounted upstream and downstream of the screen shall measure differential level.

2.10 FASTENERS

- A. All fasteners and anchor bolts shall be 304 stainless steel unless otherwise indicated in this specification. Anchor bolts shall be provided for mounting support arms. All threaded fasteners shall be coated with a nickel based anti-seize thread lubricant prior to assembly.

2.11 LUBRICATION

- A. The manufacturer shall state in the operating manual the amount of and specification for any lubricant required.

2.12 PROTECTIVE COATINGS

- A. Stainless steel and plastic components shall not be painted. The stainless steel structural components and enclosure panels shall be passivated after fabrication to remove embedded iron, surface rust and weld burn. All other surfaces shall be blast cleaned to an SSPC-SP6 finish, removing all dirt, rust, scale and foreign materials.
- B. Cleaned surfaces shall be shop primed with one (1) coat of TNEMEC 69-1212 primer, or equal, to attain a minimum dry film thickness of 2.5 mils. The motor and gear reducer shall be finish coated and shall be painted the same color. The drive chain shall be coated with a suitable lubricant.

2.13 SPARE PARTS

- A. The Contractor shall furnish the following spare parts for each screen
 1. Three (3) movable stainless steel lamellas
 2. Three (3) fixed stainless steel lamellas
 3. Twenty-five (25) plastic spacers
- B. All spare parts shall be properly packed in a white wooden box, labeled and stored where directed by the Owner or Engineer.

PART 3 EXECUTION

3.01 TESTING

- A. The stair screen shall be factory assembled and factory run tested in the United States prior to shipment. The main control panel shall also be factory tested with the equipment prior to shipment.
- B. The screen shall also be field tested after erection in the presence of the Owner and Engineer to confirm and verify the structural and mechanical compliance to the specification. The field acceptance test shall include demonstrating that the screen operates without vibration, jamming or overheating and perform its specified function satisfactorily.

3.02 INITIAL START-UP AND TRAINING

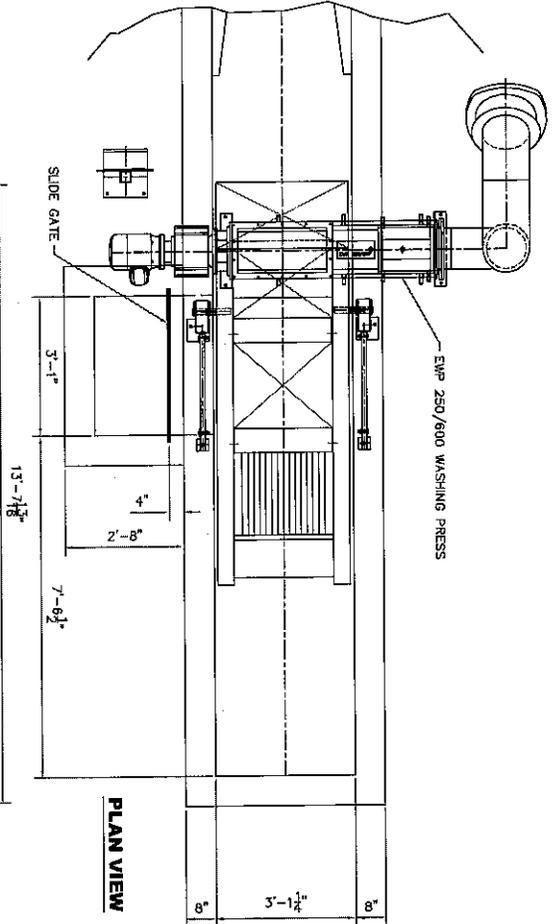
- A. The Contractor shall provide the services of a factory-employed service technician who shall adequately inspect the installation, test the equipment furnished under this Contract and instruct the Owner's operating personnel in its maintenance and operation. Factory personnel are required. Manufacturer's sales representatives are not deemed acceptable to provide

the start-up service. The services of the technician shall be provided as follows:

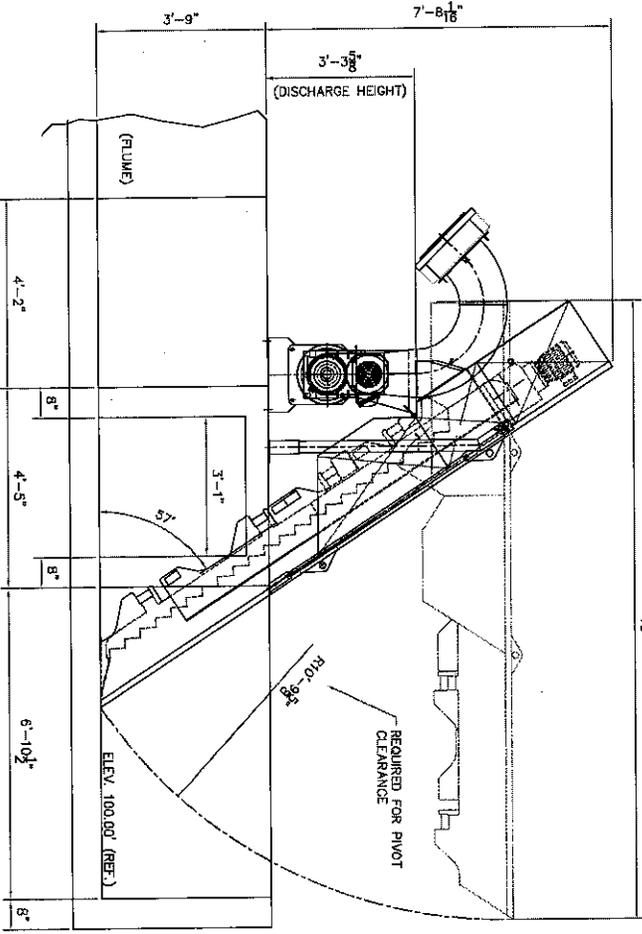
One (1) trip and two (2) days of service to inspect and certify the installation prior to startup and instruct Owner's personnel in proper operation and maintenance of the equipment. Start-up service can be combined with the start-up service for the washing press.

3.03 WARRANTY

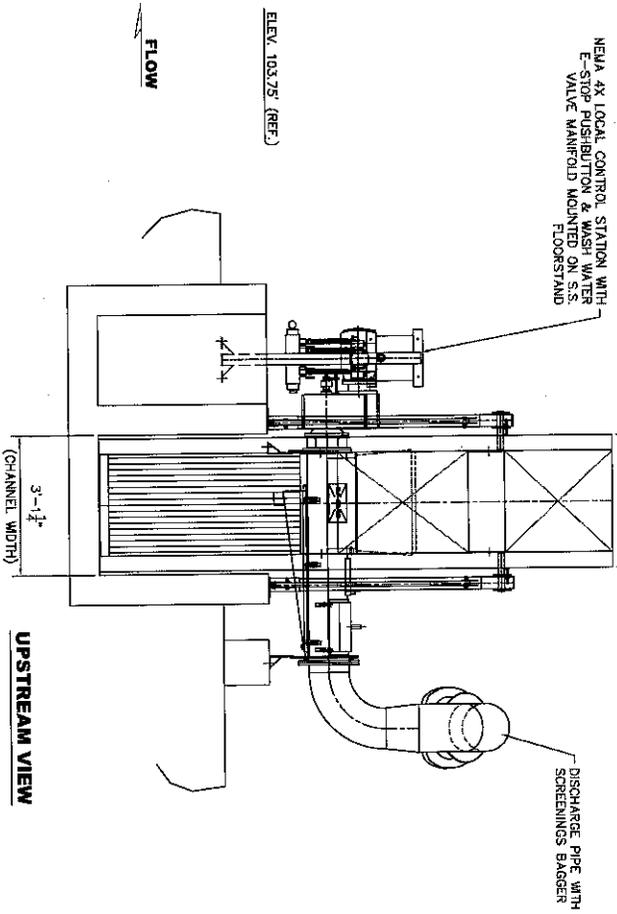
- A. The equipment supplier shall warrant that its equipment shall be free from defects in material and workmanship; and that it will replace or repair, F.O.B. its factory, any part or parts returned to it, which examination shall show to have failed under normal use and service by the user within eighteen (18) months following initial shipment or twelve (12) months following operation start-up, whichever occurs first.



PLAN VIEW



ELEVATION VIEW



UPSTREAM VIEW

 212 SOUTH KIRKLAND STREET MANSFIELD, TEXAS 76106 714-662-2725 www.vulcanindirectpress.com		PROJECT: ESR 23 STAR SCREEN & EMP 250 WASHING PRESS	DRAWN BY: KAW REVISION BY: REVISION:
SCALE: 3/8"=1'-0" DATE: 5/02/16 CUST:	PROJECT: ESR 23 STAR SCREEN & EMP 250 WASHING PRESS	DRAWING NO: M-ESR-L1	REVISION:
PROJECT: SILVER LAKE WMP #2 DEL. RIO, TX	REVISION:	REVISION:	REVISION:

PRELIMINARY

WASHING PRESS EQUIPMENT SPECIFICATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish two (2) automatic washing presses for the reduction of organic content, moisture and volume from screenings material removed from the incoming wastewater flow by stair screens at the Del Rio, TX – Silver Lake WWTP – Inlet #1 and Inlet #2.
- B. The washing presses shall be designed to accommodate screenings taken from the flow stream from a municipal wastewater treatment plant. A wedge wire drain and a screw mounted nylon brush shall be required to help protect against blinding of the drain.
- C. The washing presses shall be provided to the jobsite complete with the drive assembly, local wiring, valves, controls, spare parts, anchor bolts and other appurtenances as specified and as required for a complete operating installation. **The washing presses provided shall have parts that are interchangeable with the washing press install at the Del Rio, TX – San Felipe WWTP.**
- D. Related Sections:
 - 1. Stair Screen Equipment Specification

1.02 REFERENCES

- A. American Gear Manufacturers Association (AGMA)
- B. National Electrical Manufacturers Association (NEMA)
- C. American Federation of Bearing Manufacturers Association (AFBMA)
- D. American Society for Testing and Materials (ASTM)
- E. American Welding Society (AWS)
- F. Steel Structures Painting Council, American National Standards Institute (SSPC)
- G. Underwriters Laboratory (UL)

1.03 SUBMITTALS

A. Shop Drawing Submittals shall include at least the following:

1. Certified shop and erection drawings showing important details of construction dimensions, anchor bolt locations, and field connections.
2. Descriptive literature, bulletins, and catalogs of the equipment, including details of the motor, gear reducer and lubrication points.
3. Installation, operation, and start-up procedures including lubrication requirements.
4. Complete motor data.
5. Total weight of the equipment including the weight of the single largest item.
6. A list of spare parts that are supplied with the project.

1.04 OPERATION AND MAINTENANCE MANUALS

A. Submit operations and maintenance manuals in three ring binders for the equipment in compliance with the Contract documents, prior to shipment. Manuals shall include:

1. Name, address, and telephone number of the nearest competent service representative who can furnish parts and technical service.
2. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
3. Operating, maintenance and troubleshooting information.
4. Complete maintenance parts list.
5. Complete connection, interconnecting and assembly diagrams.
6. Approved shop drawings complete with electrical information.

1.05 QUALITY ASSURANCE

A. The materials covered by these specifications are intended to be standard equipment of proven reliability and as manufactured by a reputable manufacturer having experience in the production of screenings washing equipment. The equipment furnished shall be

designed and constructed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the Contract Drawings and operated per the manufacturer's recommendations.

- B. The manufacturer shall have a minimum of fifty (50) washing presses with hollow shaft screws, internal washing feature, axial thrust bearing and wedge wire drain installed in the United States.
- C. The design is based on a Model EWP 250/600 Washing Press as produced by Vulcan Industries, Inc. of Missouri Valley, Iowa.

1.06 DESIGN REQUIREMENTS

Number of Units:	Two (2) – Inlet #1 & Inlet #2
Screenings Capacity:	Up to 33 cubic ft./hr. (batch service) Up to 99 cubic ft./hr. (continuous service)
Organic Removal:	Up to 90%
Min. Volume Reduction:	50%
Wash Water Requirements:	19 gpm at 35-psi minimum (intermittent usage)

1.07 STORAGE AND HANDLING OF EQUIPMENT

- A. The CONTRACTOR shall store and temporarily support equipment prior to installation in strict accordance with the Manufacturer's recommendations and instructions. Protect all exposed surfaces. Keep records of the storage parameters and the dates that storage procedures were performed. The CONTRACTOR shall be responsible for work, equipment, and materials until inspected, tested and finally accepted.
- B. Protect the equipment from being contaminated by dust, dirt, vibration and moisture.
- C. Temporarily connect equipment with built in motor space heaters to a power source and keep heaters in operation. Rotate all shafts that have bearings on at least a monthly basis.
- D. The washing press shall be shipped as a complete unit including the motor and inlet hopper. The discharge piping shall be shipped separate. The local control station shall be an integral part of the solenoid valve manifold and four (4) solenoid valves shall be pre-wired to the terminal strip inside the local control station. The unit shall be erected and lubricated in strict accordance with the instructions of the Manufacturer's field engineer.

PART 2 PRODUCTS

2.01 GENERAL

- A. The washing press shall be provided to reduce the organic content, moisture content and volume of screenings material from the stair screen. Screenings material shall enter the inlet hopper and be transported by the rotating screw into the washing zone. In the washing zone, wash water is sprayed through the hollow shaft screw and into the screenings material to help dissolve and remove organic material.
- B. During normal flow conditions, the washing press shall be operated in a forward and reverse sequence via a programmable logic controller (PLC). The screenings will be transported into the washing zone where the screw shall stop rotation. Wash water will then be injected through the hollow shaft screw and into the screenings. The screw will then reverse, bring the screenings out of the washing zone and stop rotation to allow the washing zone to be flushed. The screw then once again operates in the forward direction and repeats the washing sequence. This adjustable washing process shall be repeated a minimum of six (6) times to ensure thorough cleaning of the screenings material.
- C. During peak loading conditions, the washing process shall automatically switch to operate in the forward direction to handle the larger amount of screenings with only short intervals of reversing to ensure that material does not accumulate on the shaft of the screw.
- D. Four (4) manual ball valves shall be provided, one (1) for each solenoid valve, to allow personnel to isolate the solenoid valves or throttle the amount of wash water.

2.02 INLET HOPPER

- A. The inlet hopper shall be designed to direct screenings material from the stair screen into the screw housing. The inlet hopper shall be constructed of 304 stainless steel. All attachment hardware shall be of 304 stainless steel.

2.03 SCREW HOUSING

- A. The screw housing and associated components shall be constructed of 304 stainless steel. The inlet flange shall have a minimum thickness of 3/4-inch and the outlet flange shall have a minimum thickness of 9/16-inch. The outlet flange shall incorporate a 10-inch pipe bolt pattern for connection to the discharge pipe.

- B. The dewatering section shall incorporate anti-rotation bars around the complete circumference to contain the screenings material and prevent rotation of the screenings during the dewatering process. Counter sunk perforations shall be provided in the dewatering zone to allow the removal of the filtrate during compaction. Wash water inlets shall be provided on the top of the washing zone and on the top of the dewatering zone for automatic periodically flushing.
- C. A hinged cover for the dewatering section shall be held in place by a latching system to allow easy inspection. A resilient seal shall be mounted to the cover to form a watertight seal with the screw housing. Designs that utilize covers that rely on tools for removal or designs where the cover is not removable are not acceptable.
- D. The bottom of the housing shall contain a 1/2-inch thick, 304 stainless steel wedge wire section for drainage. The wedge wire section shall be constructed of individual profiled bars and shall have 2 mm linear openings. Round or slotted perforated holes in the drainage area are specifically excluded.

2.04 HOLLOW SHAFT SCREW

- A. The hollow-shaft screw shall be constructed of alloy steel and it shall have a nominal outside diameter of 8-1/2 inches. The shaft shall be a minimum of 2-1/2 inches in diameter. The shaft shall be hollow with perforations located in the washing zone to allow wash water to be injected into the screenings from the inside out. Designs incorporating only radial or external spraying from the outside of the screw housing are not acceptable.
- B. The outer flights shall be cold formed from continuous lengths of steel bar with a minimum thickness of 3/4-inch. After fabrication the screw shall be precision machined to ensure that it is concentric along its length. The distance between the flights shall be arranged to allow transportation into the washing zone and compaction in the dewatering zone.
- C. The screw shall have a minimum Brinell hardness of 200 and hard facing shall be applied to the end of the screw to extend the useful service life.
- D. A stainless steel reinforced nylon brush shall be attached to the hollow shaft screw with setscrews in the drainage area to help prevent debris from blinding the drain. To reduce wear on the brush, the design shall be such that the screw shall not be allowed to rest in the press housing. The screw shall be fully supported and cantilevered off of the thrust bearing.

2.05 THRUST BEARING

- A. An independent, stainless steel axial thrust bearing shall be flange mounted to the drive and flange mounted to the press body. The thrust bearing shall fully support the screw and handle the load created during compaction and reversal of the screw. The thrust bearing shall have a fabricated stainless steel housing and shall utilize self-aligning double tapered roller bearings located between two sets of double lip seals. The flanges on the housing shall have a 9/16-inch minimum thickness. Designs that utilize the bearing inside the gear reducer are not acceptable.
- B. An O-ring seal shall be mounted in a machined groove on the face of the bearing to seal against the press body. The screw shall be cantilevered off the thrust bearing to prevent the screw from resting inside the screw housing.

2.06 DRIVE ASSEMBLY

- A. The washing press shall be complete with an integrated drive assembly consisting of a TEFC electric reversing motor close-coupled to a gear reducer.
- B. The motor shall be a 5.0 horsepower, 230/460 volt, 3 phase, 60 Hertz with a service factor of 1.15. The motors shall be rated at 40°C ambient with Class F insulation and shall have a Class B temperature rise at full load. The nominal motor speed shall be 1800 rpm.
- C. The gear reducer shall be a parallel shaft helical gear reducer having a minimum 105:1 gear ratio. The gear reducer shall have a minimum output torque rating of 18,500 in/lbs at 15 rpm.
- D. Gear reducers shall have ball or roller bearings throughout with all moving parts immersed in oil. Gears shall be of alloy steel with threads precision ground and polished after casehardening. Shafts shall be of high strength alloy steel ground to required tolerances. All ball or roller bearings shall be rated and manufactured by a member of the Antifriction Bearing Manufacturer's Association. At least one bearing on each shaft shall be of the combined radial and thrust type.

2.07 DRAIN PAN

- A. A drain pan shall be mounted to the bottom of the screw housing along the full length of the housing. The pan shall be sloped towards the drain and it shall be provided with a flushing nozzle on the dewatering end and a minimum 4-inch diameter drainpipe on the drive end. The pan shall be held in place by a latching system to allow fast and easy removal. Designs that utilize drain pans that rely on tools for removal or designs where the drain pan is not removable are not acceptable.

- B. The drain pan shall incorporate a resilient seal along its top edge to form a watertight seal with the screw housing. The drain pan shall be constructed of a minimum 14-gauge 304 stainless steel.

2.08 DISCHARGE PIPE

- A. The discharge pipe shall be mounted to the pipe flange on the press body and designed to transport the washed, dewatered and compacted screenings to the appropriate receiving device. The discharge pipe shall be constructed of 304 stainless steel pipe and shall be of the configuration as shown on the Contract Drawings.

2.09 SCREENINGS BAGGER DEVICE

- A. A screenings-bagger device shall be provided to mount to the end of the discharge pipe to contain the screenings. The bagger shall be fitted with a replaceable magazine of continuous clear plastic. Continuous clear plastic bags shall be nominally 295-feet long.

2.10 CONTROLS

- A. The washing press shall be cycled on and off by remote control signals from the main control panel. The washing press shall be capable of being cycled by a screen cycle counter.
- B. The control system, both local and main, shall be designed and manufactured by the same company that furnishes the washing press.
- C. Local controls shall consist of a NEMA 4 local junction box with a mushroom head EMERGENCY STOP push-button.
- D. The local controls and solenoid valves shall be factory wired to a terminal strip located inside the local junction box. Four (4) brass body solenoid valves, four (4) manual 316 stainless steel ball valves and a pressure gauge shall be provided as part of a valve wash water manifold. The solenoid valves shall be activated by the PLC in the main control panel to provide wash water intermittently during cleaning and flushing cycles. The local control station and valve manifold shall be mounted on a common floor mounted 304 stainless steel support stand.
- E. Furnish one (1) main control panel for each washing press and associated stair screen. The main control panel shall be totally enclosed, front access type with top/side/bottom entry. The panel shall be manufactured by a U.L. listed control panel facility and shall bear a U.L. label. Construction of the control panel enclosure shall be

NEMA 4X, 304 stainless steel with indicating devices and switches mounted on the front door.

- F. Main control panel wiring shall be color-coded, labeled, neatly cabled and supported in nonflammable wiring raceways. Wiring shall be minimum 16-gauge MTW stranded wire.
- G. The control panel wiring shall contain all power and control devices shown on the Contract Drawings (wiring diagrams), which shall include, but not be limited to, the following:
 - a) One (1) control power On-Off selector switch.
 - b) One (1) red pilot light for "Running" indication.
 - c) One (1) amber pilot light for "Over Current" indication.
 - d) One (1) amber pilot light for "Motor Overload" indication
 - e) One (1) white pilot light for control power.
 - f) One (1) momentary "common reset" push-button for over current/overload reset.
 - g) One (1) programmable logic controller (PLC). The PLC shall be an Allen Bradley MicroLogix 1400 with on-board Ethernet port.
 - h) One (1) operator interface terminal (OIT) located on the exterior of the control panel. The OIT shall be a Red Lion G307K200.
 - i) One (1) surge arrestor to protect the PLC.
 - j) One (1) line filter to control line-to-ground noise to the PLC.
 - k) One (1) interposing relay on each PLC output.
 - l) One (1) surge suppressor on each interposing relay on the PLC outputs.
 - m) One (1) five port Ethernet switch.
 - n) One (1) 24VDC power supply for the Ethernet switch and OIT.
 - o) One (1) elapsed time meter.
 - p) One (1) 480 VAC to 120 VAC control power transformer.
 - q) One (1) Full voltage NEMA rated reversing starter. The magnetic starter shall be of the heater-less design and provide phase loss protection, short circuit self-protection and thermal memory. The solid-state overload shall be self-powered.
 - r) One (1) current sensing relay (CSR). The CSR shall continuously monitor the motor current to prevent damage due to a jam obstruction or a unit malfunction. If the preset/adjustable current setting is reached, the equipment will be shut down and an alarm signal generated. The cause of the alarm should be investigated and corrected. The alarm shall be manually reset prior to the unit returning to normal operation.
 - s) Spare contact for remote indication of "Over Current" alarm.
 - t) Spare contact for remote indication of "Motor Overload" alarm.
 - u) Spare contact for remote indication of "Running".
 - v) Control logic shall be PLC based with timers and counters written in ladder logic. Timers and counters shall be adjustable via an operator interface on the exterior of the control panel.
 - w) One (1) HAND-OFF-AUTO switch.

- x) One (1) FORWARD-OFF-REVERSE switch.
- y) One (1) INITIATE push-button.
- z) One (1) circuit breaker

H. All selector switches, pushbuttons and pilot lights shall be NEMA rated components. IEC rated components are not acceptable.

2.11 FASTENERS

A. All fasteners and anchor bolts shall be 304 stainless steel unless otherwise indicated in this specification. Anchor bolts shall be provided by the manufacturer for mounting the washing press and the solenoid valve manifold/local control station support stand. All threaded fasteners shall be coated with a nickel based anti-seize thread lubricant prior to assembly.

2.12 LUBRICATION

A. The manufacturer shall state in the operating manual the amount of and specification for any lubricant required.

2.13 PROTECTIVE COATINGS

B. Stainless steel and plastic components shall not be painted. The stainless steel structural components and enclosure panels shall be passivated as required after fabrication to remove embedded iron, surface rust and weld burn. All other surfaces shall be blast cleaned to an SSPC-SP6 finish, removing all dirt, rust, scale and foreign materials.

C. Cleaned surfaces shall be shop primed with one (1) coat of TNEMEC 69-1212 primer, or equal, to attain a minimum dry film thickness of 2.5 mils. The motor and gear reducer shall be finish coated and shall be painted the same color.

2.14 SPARE PARTS

A. The Manufacturer shall furnish the following spare parts for the press.

1. One (1) solenoid valve
2. Three (3) 295-foot long clear plastic screenings bags

All spare parts shall be properly packed in a white wooden box, labeled and stored where directed by the Owner or Engineer.

PART 3 EXECUTION

3.01 TESTING

- A. The washing press shall be factory assembled and factory run tested in the United States prior to shipment. The main control panel shall also be factory tested prior to shipment.
- B. The washing press shall also be field tested after erection in the presence of the Owner and Engineer to confirm and verify the structural and mechanical compliance to the specification. As a minimum, field testing shall include demonstration that the washing press can pass four (4) 12-inch long oak 2x4's, four (4) red bricks and four (4) 12-inch long pieces of 4-inch diameter Schedule 80 PVC pipe. The field acceptance test shall include demonstrating that the washing press operates without vibration, jamming or overheating and perform its specified function satisfactorily.

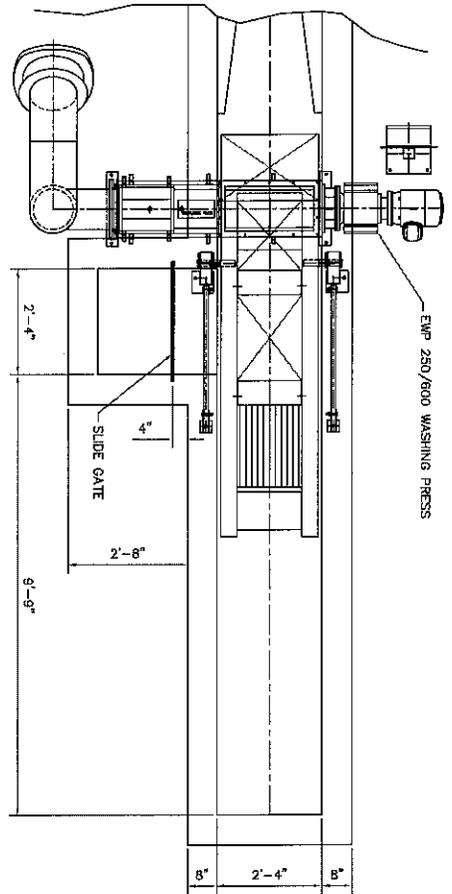
3.02 INITIAL START-UP AND TRAINING

- A. The Contractor shall provide the services of a factory-employed service technician who shall adequately inspect the installation, test the equipment furnished under this Contract and instruct the Owner's operating personnel in its maintenance and operation. Sales representatives are not deemed acceptable service technicians. The services of the technician shall be provided as follows:

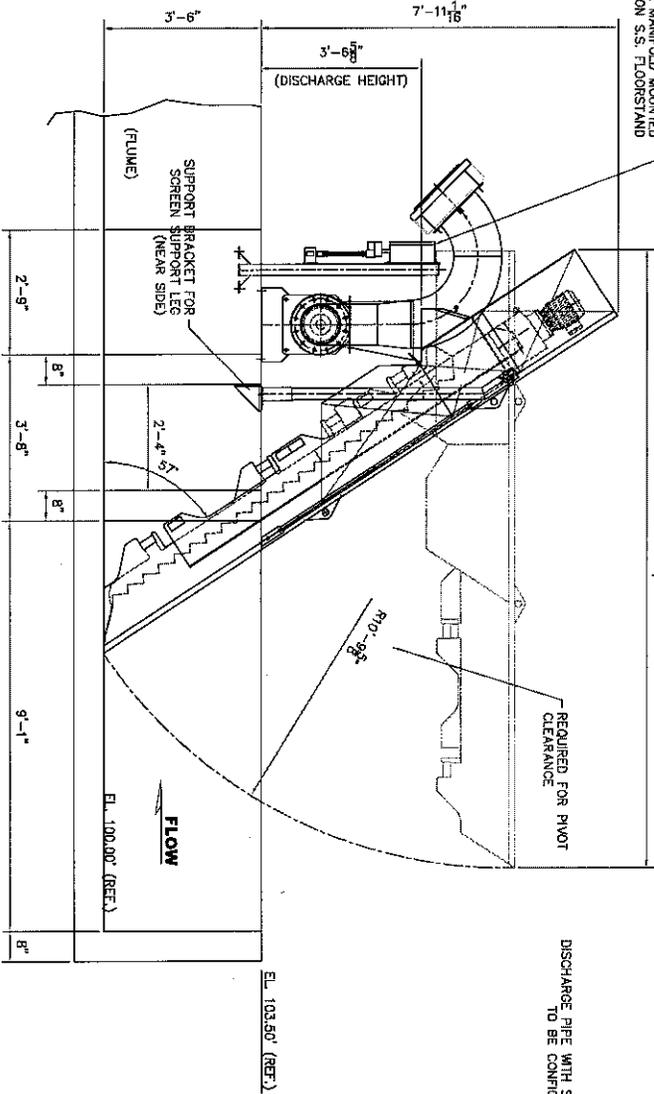
One (1) trip and two (2) days of service to inspect and certify the installation prior to startup and provide Owner's personnel in proper operation and maintenance of the equipment. Start-up service can be combined with the start-up service for the stair screen.

3.03 WARRANTY

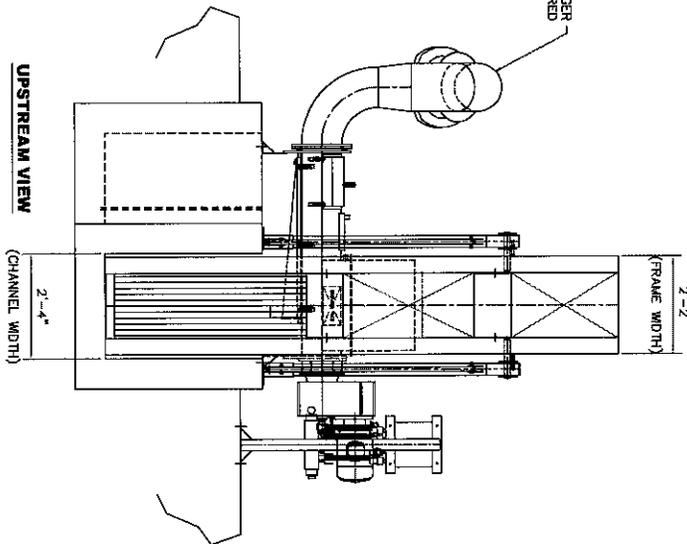
- A. The equipment supplier shall warrant that its equipment shall be free from defects in material and workmanship; and that it will replace or repair, F.O.B. its factory, any part or parts returned to it which examination shall show to have failed under normal use and service by the user within eighteen (18) months following initial shipment or twelve (12) months following operation start-up, whichever occurs first.



PLAN VIEW



ELEVATION VIEW



UPSTREAM VIEW

NEMA 4X LOCAL WASHING PRESS CONTROL STATION WITH E-STOP PUSHBUTTON & WASH WATER VALVE ON S.S. FLOORSTAND

DISCHARGE PIPE WITH SCREENING BAGGER TO BE CONFIGURED AS REQUIRED

		212 SOUTH KIRKIN STREET MISSOURI VALLEY, IA, 51555 www.vulcanindustrial.com	
SCALE: 3/8"=1'-0"	PRODUCT: ESR 23 STAIR SCREEN & EWP 250 WASHING PRESS	DRAWN BY: KJW	REVISIONS:
DATE: 5/02/16	CUSTOMER: SILVER LAKE WWTP #1	DRIVING NO: V-ESR-11	
ENGR: DRL RLO, TX			

PRELIMINARY

Meeting Date: 01/24/2017

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

Information

SUBJECT:

O: 2017 - 026 An Ordinance Of The City Council Of The City Of Del Rio, Texas, Authorizing And Directing City Manager Henry Arredondo To Sign The Contract Between City Of Del Rio And The Promise Land Church For The Use Of The Civic Center - Esmeralda Meza, Community Service Director

SUMMARY:

This agreement by and between the City of Del Rio, a municipal corporation of the State of Texas acting by and through the Facility Manager, hereinafter called Lessor, and PROMISE LAND CHURCH of 115 W Cantu Rd Del Rio, Texas herein after called Lessee.

Lessee represents that the premises described above are to be rented and used hereunder for the purpose of Church Services and for no other purpose without the written consent of the Lessor for a term of use commencing at 8:00 A.M. until 2:00 A.M. on every Sunday of each month beginning March 1 2017 until February 28, 2019, together with further rights of access to, and a limited use for the sole purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards. Providing that if any activity hereunder continues one (1) hour past, Lessee shall be required to pay all additional expenses resulting to Lessor from the said overrun. Such expenses shall be solely determined by Lessor through its Facility Manager.

-Option to extend lease one more year with a one year notice.

BACKGROUND:

The Promise Land Church would like to enter into an agreement with the City of Del Rio to lease half of the Civic Center every Sunday beginning March 1, 2017 ending February 28, 2019 with the option to expand to the entire Civic Center depending on availability.

DISCUSSION:

- Half of the Civic Center rate of \$650 per day
- \$60 Storage fee per month
- With the first option to extend the rental to the entire Civic Center schedule rate of \$ 978.00 per day
- Deposit \$500.00* (Monthly-due at the beginning of each month)
- * If funds remain in the deposit account from the previous month, the balance can be used and additional funds shall be added to maintain a \$500 monthly deposit at the beginning of the next month.

PROS:

Increase usage of the Civic Center.
Long term lease.
Increased revenue to the Civic Center.

CONS:

None.

RECOMMENDATION:

Staff recommends approval of the this agreement.

Fiscal Impact

FISCAL IMPACT:

The fiscal impact will be \$34,520 per year.

Attachments

O2017-026 Promised Land Church
Lease

ORDINANCE NO. O: 2017 – 026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS, AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO TO SIGN THE CONTRACT BETWEEN CITY OF DEL RIO AND THE PROMISE LAND CHURCH FOR THE USE OF THE CIVIC CENTER.

WHEREAS, the Promise Land Church would like to lease use of the Civic Center for church services; and

WHEREAS, the term of this lease shall be two years (2) commencing on March 1, 2017 and ending on February 28, 2019, unless sooner terminated providing that Lessee is not in default. Lessee shall agree to pay according to the rental schedule as stated on paragraph IV.

WHEREAS, the Parties desire to memorialize this Agreement, which has been authorized by the governing body of each Party to this Agreement;

WHEREAS, the City has agreed to the terms of this contract.

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

City Manager Henry Arredondo is hereby authorized and directed to sign the agreement for the use of the Civic Center by the Promise Land Church. A copy of said contract is attached hereto and made a part hereof.

PASSED AND APPROVED on this 24th day of January, 2017.

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

RENTAL AGREEMENT

STATE OF TEXAS

COUNTY OF VAL VERDE

This agreement by and between the City of Del Rio, a municipal corporation of the State of Texas acting by and through the Facility Manager, hereinafter called Lessor, and PROMISE LAND CHURCH of 115 W Cantu Rd Del Rio, Texas, herein after called Lessee, and for and in consideration of their mutual promises hereby agree as follows:

I.

The term of this lease shall be two years (2) commencing on March 1, 2017 and ending on February 28, 2019, unless sooner terminated providing that Lessee is not in default. Lessee shall agree to pay according to the rental schedule as stated on paragraph IV.

II.

Upon the terms and conditions hereof, the Lessor has granted and Lessee has accepted a right for such Lessee to use and occupy the following portion of the following building owned by Lessor: DEL RIO CIVIC CENTER. Lessee shall have a reasonable right of ingress and egress through the hallway and entrance only subject to terms and conditions of this agreement, but Lessee shall acquire no other rights in any other part of the subject building other than the parts specifically described above.

The word Facility Manager, when referred to herein, shall mean the Facility Manager of the City of Del Rio or his/ her designated representative.

III.

Lessee represents that the premises described above are to be rented and used hereunder for the purpose of Church Services and for no other purpose without the written consent of the Lessor for a term of use commencing at 8:00 A.M. until 2:00 A.M. on every Sunday of each month beginning March 1 2017 until February 28, 2019, together with further rights of access to, and a limited use for the sole purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards. Providing that if any activity hereunder continues one (1) hour past, Lessee shall be required to pay all additional expenses resulting to Lessor from the said overrun. Such expenses shall be solely determined by Lessor through its Facility Manager.

- Option to extend lease one more year with a one year notice.

IV.

As consideration hereof and as payment for the right of use herein granted of the above described premises, Lessee agrees and promises to compensate Lessor by paying to Lessor the sum below for the use of Entire Civic Center. The amount shall be paid by the Lessee upon execution of this agreement in the following manner, total due at end of month. Lessee further agrees to pay to Lessor on demand any and all sum which may be due for additional services and accommodation of materials.

- Half of the Civic Center rate of \$650 per day
- \$60 Storage fee per month

- *With the first option to extend the rental to the entire Civic Center schedule rate of \$ 978.00 per day*
- *Deposit \$500.00* (Monthly-due at the beginning of each month)*

** If funds remain in the deposit account from the previous month, the balance can be used and additional funds shall be added to maintain a \$500 monthly deposit at the beginning of the next month.*

V.

Lessee promises to pay to the Lessor the cost of repairing any damage done to the premises, furnishings and equipment thereof and also promises to pay the cost of replacing any chairs, tables, and partitions, etc. These repair or replacement costs are attributable to Lessee if the damage occurred during the rental time period, regardless of who damaged the premises. To secure this promise Lessee shall pay a deposit of Five Hundred Dollars to Lessor at time of execution of this agreement, and at the beginning of each month, from which the Lessor shall deduct the cost of any such repairs included but not limited to the specific damages below. The remainder of Lessee's deposit will be refunded to Lessee, upon final termination of this agreement. In the event of an extension of this agreement, Lessee will be required to continue to pay the monthly \$500.00 monthly deposit.

The following are specific charges that will be deducted from said deposit for the corresponding damages:

- *In the case of Lessee's failure to clean anywhere in the leased premises after the Church Service, \$200.00 will be deducted to cover cost of Lessor cleaning the area. This is a per occurrence expense.*
- *Any damages anywhere to the leased premises will be \$200.00 deducted for repairs per occurrence. If damages are greater than \$500.00 Lessee is responsible for the remaining cost, therefore Lessee shall pay another \$500.00 to cover the remaining of the lease.*

VI.

All sums of money which become payable to Lessor under the terms thereof shall be payable without demand to Facilities Manager in his/her office at the Del Rio Civic Center and City of Del Rio, Val Verde County, Texas.

VII.

Terms and Conditions: This agreement is made and entered into with the following expressed covenants and conditions, each and every one of which the Lessee hereby covenants and agrees to keep and perform:

- 1. Lessee shall not bring nor permit anyone to bring into the subject building nor keep therein anything that will increase the fire hazard or the rate of insurance on the premises on any property therein.*
- 2. Lessee shall not bring nor permit any person to bring into said premises any animals whatsoever.*
- 3. Lessee may not bring onto the premises personal property of any kind without the written consent of the Facility Manager and shall not place or put up any decoration without the written consent of the Facility Manager. The Lessor reserves the right at any time to require the Lessee to remove from the premises any animal, furniture, fixtures, wiring, exhibits, or other things placed therein without such consent. Violation of this term of agreement will subject Lessee to termination of this agreement and without notice or recourse.*

4. *In renting said premises, Lessor does not relinquish the right to enforce all necessary and proper rules for the management and operation of same, and Lessor, through its Facility Manager, Policemen, Firemen and other designated representatives, shall have the right at any time to enter any portion of said premises for any purpose whatsoever. This includes the entire subject building, including the premises expressly covered by this agreement.*
5. *Unless otherwise expressly stated to the contrary in this agreement, the Lessor reserves the exclusive right to offer for sale on, in, or about the premises covered by this agreement beverages of any type, food, souvenirs, or other merchandise of any sort or Lessor may lease all concession rights to any party or parties designated by the Lessor. It is expressly understood by the parties to this agreement that any concession rights granted hereunder will subject to exist in the concession contract which exist between Lessor and Lessee and third parties.*
6. *Lessor reserves the right to direct ushers, gatemen, ticket takers, and all other employees, servants, agents of the Lessee with regard to the permissible use of the premises and the right, with its officers and agents, including police officers, to reject any objectionable person or persons from the building or any of its facility. In the event of the exercise of such authority, Lessee hereby waives any and all claims for the damages against said Lessor on account thereof.*
7. *Lessor will furnish general lighting according to the present opening in the premises covered by this agreement. No gasoline, fuel, oil flashlights or any other artificial light plants, electrical equipment engines, motors or machinery shall be permitted therein without the written consent of the Facility Manager.*
8. *Lessee will not cause nor permit any nails or anything else to be driven into ballroom walls or any portion of the premises, nor cause nor permit any changes, alterations, repairs, painting or staining of any part of the premises or the furnishings or the equipment thereof. Lessee will not do, nor permit to be done anything which will damage or change the finish or appearance of the subject building or furnishings thereof. Lessee will pay the cost of repairing any damage which may be done to the premises or any of the fixtures, furniture or other facility property by any act of Lessee or any of Lessee's employees, or agent, or anyone visiting the premises upon the invitation of Lessee including patrons of the attraction or function for which Lessee is renting the premises. It is expressly agreed that the Facility Manager shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible.*
9. *The Lessee shall assume all risks instant to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatsoever nature or kind to person or property caused by its operation at these premises.*
10. *Lessee hereby agrees to indemnify, defend and hold harmless the Lessor, its authorized agents and representatives, from any and all claims or liability for damages to any person, including injuries resulting in the death of any person, or loss or damage to property occasioned by or in connection with the use of the premises hereby rented. The*

Lessee shall hereby assume full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of the subject building by the consent of the Lessee, Lessee's employee, or any person acting for or on behalf of said Lessee.

11. *If Lessee's use of the premises involves a public or private dance, banquet, party, or other fund raising or profit making venture, Lessee shall inform the Facility Manager at least ten days prior to the event or function for the which the premises are rented of the number of persons that will be attending the event or function. Lessor, by and through the Facility Manager, shall arrange for three (3) law enforcement officers to be at every dance and present at every event or function at which alcohol beverages are sold, served, or consumed. Lessor assumes no responsibility whatever for any property placed in said premises and the Lessor is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy under this lease. The Lessor shall not be held liable for any interruption or termination of any programs in process at the subject building resulting from receipt of threats from or information relating to imminent danger to the subject building or any part thereof, and/or its occupants. The Lessor ever shall not be liable for the failure or interruption of any activity resulting from any such termination or cancellation.*
12. *If Lessor is required to file suit to collect the amount owed under this contract for Lessee's use of the premises, Lessor shall be entitled to collect reasonable attorney's fees with any with all other expenses Lessor may reasonably incur in the collection of said amount. Lessor reserves the right after the termination of the time for which said premises are rented by this agreement to remove from the subject building all effects remaining therein and to store the same at the cost, expense and risk of Lessee, and shall not be liable in any way to Lessee on account of so removing and storing any such effects.*
13. *Unless stated to the contrary in this agreement, the Lessor agrees at the time therein contemplated to furnish the premises to Lessee lighted and heated. In case the premises covered by this agreement or any part of the subject building be destroyed by fire or any other cause, or if any other unforeseen occurrence shall render the fulfillment of this lease by the Lessor impossible, then the term of this lease shall end and the Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Lessee agrees that Lessor may terminate this entire agreement at any time prior to the payment by Lessee in full of the agreed rent.*
14. *In the case of a termination by the Lessor prior to the scheduled date, Lessee is entitled to have refunded such amount as Lessee has paid in rent under this agreement. However, it is expressly understood that failure on Lessee's part to pay the remainder of the agreed rent and to make the deposit as security against damages to the premises within the time here stipulated shall entitle Lessor to terminate this entire agreement and to hold as liquidated damages and not as penalty such amount as Lessee has theretofore paid under this agreement, to cover costs for advertisement; cleanup; and other costs difficult to determine at this time.*
15. *Acceptance by Lessor of payment at later times or at any other places than herein stated under other similar agreements, no matter how many times repeated, shall not prevent Lessor without demand or notice from requiring strict compliance with the provisions hereof for date and place of payment.*

16. *Lessor hereby waives all notice of any election made by Lessor under this agreement demand for rent, notice to quit, demand for possession and any and all notices of demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, of the landlord and tenant or any other statute or by common law during the terms of this agreement. Acceptance of payment hereunder, whether in single incidents or repeatedly after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts, except an expressed written waiver, shall not be construed as a waiver of the Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provision with this agreement.*

17. *Lessee shall not assign this lease nor suffer any use of said premises other than herein specified without the proper written consent of the Lessor. Nor shall Lessee sublet these premises without prior approval of the Facility Manager.*

18. *The Lessee agrees that every employee or agent connected with the purpose for which these premises are rented shall abide by, conform to and comply with all laws of the United States and the State of Texas and all the ordinances of the City and rules and regulations of the City during the term of this lease. If the attention of said Lessee is called to such violation, Lessee will immediately desist from and correct such violations.*

19. *This agreement shall be deemed to have been made and shall be construed in accordance with the laws of the State of Texas.*

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE FIRST ABOVE WRITTEN

LESSOR: CITY OF DEL RIO

LESSEE:

Facility Manager

Signature of Lessee

FORM APPROVED BY:

*Suzanne West
City Attorney*

*Henry Arredondo
City Manager*

Meeting Date: 01/24/2017

Submitted By: Leno Hernandez, Paul Poag Theatre Mgr, COMMUNITY SERVICE

Information

SUBJECT:

O: 2017 - 027 An Ordinance Authorizing the City to Expend the Hotel Occupancy Tax Revenue to the Del Rio National Little League - Leno Hernandez, Paul Poag Theatre Manager/ HOT Fund Committee Vice-Chair

SUMMARY:

The funds if awarded will be used to support the 5th Annual Professional Baseball Clinic.

BACKGROUND:

The Del Rio National League is committed to enriching the quality of life for the community through youth development focusing on athletic education, team building, and values. The Organization will be looking to draw on visitors by extending the advertisements of its clinic to surrounding cities across both borders with the support of the Hotel Occupancy Tax Revenues.

DISCUSSION:

The budgets of any department may be amended under state law for municipal purposes, and the City Council finds that providing funds for the Del Rio National Little League is a municipal purpose.

PROS:

The advertisement of the Del Rio National League's Professional Baseball Clinic could result in an increased collection of Hotel Occupancy Tax Revenue as well as help further establish an annual event that could serve as an economic stimulator.

CONS:

Whereas this event is established and has had visitors from out of the area participate, the impact could be nominal.

RECOMMENDATION:

The Hotel Occupancy Tax Fund Committee recommends the approval of the Ordinance in compliance with Chapter 351 of the Texas Tax Code, whereas the Texas Tax Code allows the proposed use of funds directly related to paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

Fiscal Impact

FISCAL IMPACT:

The Fiscal Impact included with the passing of this ordinance includes the potential increase in collections from both the Hotel Occupancy Tax and Sales Tax.

FISCAL IMPACT:

Amount requested is \$2,000 from the Hotel Occupancy Tax Fund Committee Fund.

Attachments

O2017-027 DEL RIO NATIONAL LITTLE LEAGE

DRNLL

ORDINANCE NO. O: 2017 - 027

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF DEL RIO, TEXAS AUTHORIZING AND DIRECTING CITY MANAGER HENRY ARREDONDO TO EXPEND THE HOTEL OCCUPANCY TAX REVENUE TO THE DEL RIO NATIONAL LITTLE LEAGUE

WHEREAS, the Del Rio National Little League is committed to enriching the quality of life for the community by youth development through sport in the City of Del Rio, and

WHEREAS, the Del Rio National Little League's 5th Annual Professional Baseball Clinic will directly enhance and promote tourism and the convention and hotel industry, and

WHEREAS, the Del Rio National Little League's proposed use of funds is directly related to paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity, and

WHEREAS, the proposed use of funds by the Del Rio National Little League matches a category under State of Texas Tax Code Chapter 351 of permissible uses for HOT funds, and

WHEREAS, the City Council hereby finds that the Del Rio National Little League application and proposed use of funds provides proper guidelines to follow the state law in regards to expenditures of these funds; and

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

All documents necessary for transfers of funds are hereby authorized to expend the Hotel Occupancy Tax revenues by providing the Del Rio Little League \$2,000.00 for paying for advertising, solicitations, and promotions of the Del Rio National Little League's 5th Annual Professional Baseball Clinic.

PASSED AND APPROVED on this 24th day of January 2016.

ROBERT GARZA
Mayor

ATTEST:

ALMA LEVRIE
City Secretary

REVIEWED FOR ADMINISTRATION:

REVIEWED AS TO FORM & LEGALITY:

HENRY ARREDONDO

SUZANNE WEST

City Manager

City Attorney

Hotel Occupancy Tax Application

I. Contact Information

Legal name of Organization requesting funds: Del Rio National Little League

Organization Mailing Address: P.O. Box 941 Del Rio, TX 78841

E-Mail: _____

Phone: _____ Mobile: _____

Name of Primary Contact: Pat Rodriguez / Jose Rivera

Title of Primary Contact: President

Mailing Address of Primary Contact: _____

E-Mail: run-down-baseball@gmail.com

Phone: 830-422-4597 Mobile: SAME

II. Organization Type

This Organization Is: Private Non-Profit/Tax Exempt Other

Tax ID#: 74-2570953

Type of Organization (IRS Code): Little League Baseball/Softball

What is the Mission of your Organization? Promote and provide baseball programs/league for girls + boys

Year Organization was established: 1972

Number of full time staff: 0

Number of part time staff: 0

Number of volunteers: 60 plus

III. Required Information to be submitted with Application

- Organization's proposed annual budget, including all revenue sources, expenditures, and proposed HOT funds expenditures. Acceptable HOT Fund expenditures will be required to meet the requirements established in Criteria #1 and at least one of the nine categories in Criteria #2.
- Organization financial statements from previous two years
- Articles of Incorporation
- By-laws
- Board Members - names and titles

IV. Previous HOT Funding

Has the Organization previously received HOT funding from the City of Del Rio? No

If Yes, what year(s) and for what purpose? _____

V. Previous Events/Programs Organized

List major events/programs that this Organization or Applicant has organized and hosted.

Run Down Baseball Development Clinics,
baseball league servicing 500 plus youth,
and various all-star tournaments.

Additional information such as schedules, financial statements, articles or other relevant information regarding these events/programs may be provided during the Board presentation. Marketing collateral samples may also be brought to the presentation and are not required with the application.

VI. Request

HOT Fund Amount Requested: \$ 2000

If this request for funding is denied, will the program continue: Yes

Comments: Funds to be used to advertise, pay associated fees, instructors and accommodations.

VII. End of Year Report

Upon completion of awarded payment, the Hotel Occupancy Tax Fund recipient will be required to deliver an annual report to the City Secretary's Office, 109 West Broadway, Del Rio, Texas, 78840. The recipient must also present the annual report to City Council at an agreed future date to be determined. Failure to submit a Post Event/Program report could affect future funding recommendations for HOT funds.

VIII. Submitting an Application

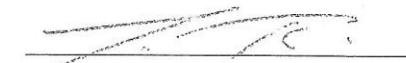
Applicants must submit a completed application and provide required documentation. The application deadline is Monday, December 12, 2016, 3:00pm. At which time there will be a mandatory meeting with all perspective applicants at City Hall Monday, December 12, 2016 @ 3:00pm to go over FY 16-17 HOT funding and expectations.

Completed applications will be accepted online at mchavez@cityofdelrio.com. Email is the preferred method of receiving the application and required documents. However, applications will also be accepted at City Hall, City Secretary Office, 109 West Broadway, Del Rio, TX 78840.

Notification of dates and times of presentations, appeals or any changes that may occur, will be made by email and/or phone. Applicants are responsible for providing email addresses / phone numbers that will allow them to be contacted expediently.

IX. Acknowledgment

I, Jose Rivera representing Del Rio National understand the Texas State limitations placed on use of Hotel Occupancy Tax funds, and certify that the requested funds will be used only for purposes described in this application or as approved by the City. Furthermore, I understand our Organization's use of HOT funds is subject to audit.


Signature

1-10-17
Date

December 28, 2016

Dear Potential Sponsor:

The Del Rio National Little League and Rundown Development Program are planning our 5th Annual Professional Baseball Clinic on February 11th 2017 in support of our Del Rio youth. The Clinic will cover baseball fundamentals such as a proper catching, hitting, and throwing techniques. The clinic will conclude with a demonstration by the professional players. We will also have a VIP Softball Game on Saturday February 11th 2017 which will feature the current and former professional players along with prominent figure heads from our Del Rio community.

We have enlisted the help of four Professional Baseball Players/Coaches to include:

Danny Acosta - Former Associate Scout for the Texas Ranger, Seattle Mariners, Minnesota Twins and San Francisco Giants, and Hitting Coach for the Chicago Cubs.

Rudy Hector Pemberton Perez - Former Professional Outfielder. Played 3 seasons in MLB for the Detroit Tigers and the Boston Red Sox. Record setting year with the 1996 Red Sox. Recorded 21 hits in 41 at-bats for a .512 batting average.

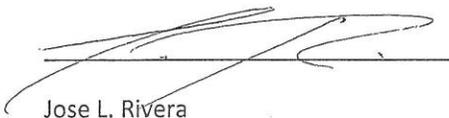
Jesus Villafañe - Strength and Conditioning Trainer for the New York Yankees.

Michael Cruz – Professional Catcher. Drafted in the 7 round by Chicago Cubs in the 2016 draft.

We are asking for your support to help fund this community event. Funds will help cover expenses such as a flight tickets, equipment, t-shirts, lunch and refreshments for the participants. All sponsor names/logos will be proudly displayed on the clinic shirts distributed to the participants and volunteers. Donations are tax-deductible. Sponsor rates range from \$200.00 to \$1200.00. Please see the attachment for details.

Thank you for your time and consideration in becoming a possible sponsor for this community event.

Sincerely,



Jose L. Rivera

Event Coordinator



Patricio Rodriguez, Jr.

President, DRNLL

Meeting Date: 01/24/2017

Submitted By: Alejandro Garcia, Public Works Director/City Engineer, Engineering Department

Information

SUBJECT:

R: 2017 - 006 A Resolution by the City Council of the City of Del Rio, Texas to Consider and Act on this Resolution Authorizing Submission of the 2017-2018 TxCDBG Community Development Fund Grant Application and Authorizing City Manager Henry Arredondo to Act as the City's Authorized Representative Regarding All Matter with the Application - Alejandro Garcia, Public Works Director

SUMMARY:

City of Del Rio, Texas and Val Verde County agreed that the City of Del Rio, Texas would apply for entire total of the available grant in the max amount of \$450,000.00 with the Texas Department of Agriculture (TDA) Grant this fiscal year and 2017-2018 and the County of Val Verde would apply in two years or 2019-2020. An agreement Memorandum of Understanding (MOU) attesting to the agreement is attached bearing signatures by both parties.

BACKGROUND:

The City and County had usually each applied for one project and shared the usual grant amount of \$450,000.00 and each would get only \$225,000.00 for a given project. It was seen by both parties that if only one entity would apply every other year that it could get the whole amount and this year it is City's turn to apply and Val Verde County will apply for the 2019-2020 grant cycle. Staff had presented various projects and after review by TDA it was found that work in the floodway or floodplain is not allowed. Thus, staff has presented three options and project selection will result in final reviews and designs by Consultant CPY who is the designer.

DISCUSSION:

Discuss and Act on the resolution which must be submitted to TDA once project documentation is finalized.

PROS:

This resolution is part of the documentation necessary to submit to TDA and without it, grant would not be granted.

CONS:

If not approved TDA would turn down the grant application so amount of \$450,000.00 grant will be lost.

RECOMMENDATION:

Staff recommends approval of this Resolution.

Fiscal Impact

FISCAL IMPACT:

City of Del Rio, Texas will realize a grant of \$450,000.00 from TDA for the selected project Grant administration is usually 10% or about \$45,000.00 and designs costs could be another \$50,000.00. If combined costs for project construction and management and designs are greater than \$450,000.00 city would match from available funds, possibly from Reserves.

Attachments

R2017-006 2017-2017 Community Development Block Grant
MOU Val Verde and City

RESOLUTION NO. R: 2017 – 006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL RIO TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TxCDBG APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TXCDBG PROGRAM.

WHEREAS, the City Council of Del Rio, Texas desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Del Rio to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City of Del Rio with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the 2017/2018 Community Development Fund.
3. That the application be for **\$450,000.00** of grant funds to provide for Water, Sewer, and Street Improvements.
4. That the City Council directs, and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, and local and programmatic requirements including but not be limited to procurement, environmental review, labor standards, real property acquisition and civil rights requirements.
6. That it further be stated that the City of Del Rio is committing **\$90,000.00** from its C.O.'s series 2014 as a cash contribution toward the professional engineering and professional grant administration activities of this project.

PASSED AND APPROVED this 24th day of January 2017

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

Memorandum of Understanding between
Val Verde County and City of Del Rio
Pertaining to 2017/2018 TXCDBG and 2019/2020 TXCDBG Funding

This MOU is between Val Verde County ("County") and City of Del Rio ("City") and is intended to clarify the parties responsible for applying for Texas Community Development Block Grant program funding for the Biennium funding cycles and program funding years 2017/2018 and 2019/2020.

The goal of the Texas Community Development Block Grant (TxCDBG) Program is to develop viable communities by providing decent housing and a suitable living environment, as well as by expanding economic opportunities, principally for persons of low-to-moderate income.

The Regional Review Committee established the maximum grant amount based upon the population of a county. Applicants can apply up to the following grant amount associated with the population of the county in which they are located. For Val Verde County whose population is greater than 45,000 the maximum grant amount is \$450,000.00.

The Texas Department of Agriculture established with the Regional Funding Agreement that only one application should be received from an applicant's geographic county (including county level applications) for an applicant to receive full points. If two or more applicants from a geographic county are received, no applicant from that county would receive the 60 potential points.

The parties agree as set forth below with regard to the applicant to apply for funding for the term stated below.

I. TERM

The term of this MOU is four years beginning October 1, 2016 and ending on September 30, 2020. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party.

II. OBJECTIVE

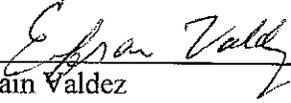
The purpose of this MOU is to document the party responsible for applying for TXCDBG funding for the 2017/2018 and 2019/2020 funding cycle.

III. PARTIES' AGREEMENTS

For the 2017/2018 TxCDBG funding cycle the City of Del Rio will be the applicant from Val Verde County. For the 2019/2020 TxCDBG funding cycle Val Verde County will be the applicant from Val Verde County.

IV. EFFECTIVE SIGNATURE

Val Verde County and City of Del Rio indicate agreement with this MOU by their signatures.



Efrain Valdez
Val Verde County Judge
Val Verde County, Texas

10-11-2016

Date



Henry Arredondo
City Manager
Del Rio, Texas

10-12-16

Date

City Council Regular

11. a.

Meeting Date: 01/24/2017

Submitted By: Aida Garcia, Administrative Assistant, Legal Department

Information

SUBJECT:

Discussion and Possible Action on Proposed City of Del Rio Charter Amendments - Suzanne West, City Attorney

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

No file(s) attached.

City Council Regular

12. a.

Meeting Date: 01/24/2017

Submitted For: Suzanne West, Legal Department

Submitted By: Aida Garcia, Administrative Assistant

Information

Subject

Discuss and Update from City Attorney on the Long Term Maintenance of Water Lines in the Palomino Mobile Home Park in the City of Del Rio, Texas - Suzanne West, City Attorney

Attachments

No file(s) attached.
