#### **City Council**

520 E Ocean Blvd.

#### **Special Meeting**

Los Fresnos, TX 78566 http://citylf.cloudaccess.net/en//

~ Agenda ~

Tuesday, September 6, 2022

6:00 PM

City Hall

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, SEPTEMBER 6, 2022 AT 6:00 PM AT CITY HALL, 520 EAST OCEAN BLVD., LOS FRESNOS, TX 78566.

#### A. CALL TO ORDER

Invocation and Pledge of Allegiance

#### **B.** PRESENTATION

- 1. Consideration and ACTION to approve a proclamation recognizing Rev. Feliberto Pereira who was honored on World Humanitarian Day, by the United Nations High Commissioner for Refugees.
- C. VISITORS REMARKS-TO SPEAK YOU MUST SIGN IN WITH CITY SECRETARY PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 5 MINUTES TO SPEAK.

#### D. PUBLIC HEARING

- 1. Public Hearing to receive comments from the public on the proposed budget for fiscal year 2022-2023.
- 2. Public hearing to receive comments from the public on the proposed tax rate for Fiscal Year 2022-2023.
- E. CONSENT AGENDA (ALL MATTERS LISTED ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS REQUESTED BY A MEMBER OF THE CITY COUNCIL. THE ITEM MAY SUBSEQUENTLY BE REMOVED FROM THE CONSENT AGENDA TO BE CONSIDERED SEPARATELY.)
  - 1. Consideration and ACTION to approve the City Secretary's Certification of Unopposed Candidates for November 8, 2022 City General Election.
  - 2. Consideration and ACTION to approve the first reading of Ordinance 542 ordinance declaring unopposed candidates in the November 8, 2022 general city

- election, elected to office; canceling the election; providing a severability clause; and providing an effective date.
- 3. Consideration and ACTION to approve the City Secretary's Certification of Unopposed Candidates for November 8, 2022 City Special Election.
- 4. Consideration and ACTION to approve the first reading of Ordinance 541 an ordinance declaring unopposed candidate in the November 8, 2022 special city election, elected to office; canceling the election; providing a severability clause; and providing an effective date.
- 5. Consideration and ACTION to authorize City of Los Fresnos to contract with Estrada Hinojosa & Company, Inc. as Financial Advisor and Norton Rose Fulbright US LLP as Bond Counsel on various financing's including but not limited to the Texas Water Development Board and to advise the City of Los Fresnos on any matters and actions related thereto.

#### F. ACTION ITEMS

- 1. Consideration and ACTION to approve the first reading of Ordinance 538 adopting the budgets for fiscal year 2022-2023.
- 2. Consideration and ACTION to approve the first reading of Ordinance 537 approving the 2022 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.
- 3. Consideration and ACTION to increase dumpster garbage rates and update the fee schedule with approved fees.
- 4. Consideration and ACTION to approve a sidewalk plan for the areas of the city that do not have sidewalks.
- 5. Consideration and ACTION to elect a member for Place 6, 7, 8 & 9 of the Board of Trustees Election for the Texas Municipal League Intergovernmental Risk Pool.

#### G. ADJOURNMENT

This is to certify that I, <u>Jacqueline Moya</u>, posted this agenda on the front bulletin board of the City Hall on <u>September 2, 2022</u> on or before <u>5:30</u> p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Jacqueline Moya, City Secretary

Persons with any disabilities that would like to attend meetings must notify City Secretary 24 hours in advance so that the City can make arrangements for that disabled person.

**B.1** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Proclamation Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 4574 A

**ACTION ITEM (ID # 4574)** 

Consideration and ACTION to approve a proclamation recognizing Rev. Feliberto Pereira who was honored on World Humanitarian Day, by the United Nations High Commissioner for Refugees.

Very much well deserved.

I recommend approval.

### City of Los Fresnos Proclamation

**WHEREAS**, the City of Los Fresnos is pleased to recognize Rev. Feliberto Pereira, who was honored on August 19, 2022 World Humanitarian Day, by the United Nations High Commissioner for Refugees (UNHCR),

**WHEREAS**, World Humanitarian Day is a global celebration of people helping people, and honors humanitarian aid workers all over the world who dedicate their lives working for humanitarian causes,

**WHEREAS**, Rev Pereira is a local citizen of the City of Los Fresnos, Pastor at "Iglesia Cristiana Ebenezer", and Founder & Executive Director of Southwest Good Samaritan Ministries,

**WHEREAS**, among countless services rendered by Rev. Pereira, he has participated in providing shelter, food and counseling to asylum seekers daily,

WHEREAS, Rev. Pereira has set an example for others as an exemplary citizen of our community,

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS, TEXAS:

That the City of Los Fresnos deem it an honor and pleasure to extend to Rev. Feliberto Pereira sincere appreciation for his distinguished humanitarian services and celebrate his recognition on World Humanitarian Day.

Approved this 6th day of September, 2022	
ATTEST:	Alejandro Flores, Mayor

Jacqueline Moya, City Secretary

#### **City Council**

520 E Ocean Blvd. Los Fresnos, TX 78566

#### SCHEDULED

**ACTION ITEM (ID # 4540)** 

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Public Hearing Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 4540 A

## Public Hearing to receive comments from the public on the proposed budget for fiscal year 2022-2023.

This allows the public to make comments on the proposed budget. The budget is based on keeping the tax rate at \$0.715 per \$100 valuation for the 16th year.

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

**ACTION ITEM (ID # 4539)** 

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Public Hearing Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 4539 A

## Public hearing to receive comments from the public on the proposed tax rate for Fiscal Year 2022-2023.

On August 9 at our regular Council Meeting, I proposed to leave the tax rate the same as it has been for 16 years at \$0.715 per \$100 valuation. Since the no new revenue tax rate is \$0.673087 per \$100

valuation, we will receive an increase in revenue of \$260,587.78 so by law we have to hold 1 public hearing. It is an opportunity to hear from residents/taxpayers.

Updated: 8/23/2022 5:24 PM by Mark Milum A

# NOTICE OF 2022 TAX YEAR PROPOSED | PROPERTY TAX RATE FOR CITY OF LOS FRESNOS

A tax rate of \$0.715000 per \$100 valuation has been proposed for adoption by the governing body of CITY OF LOS FRESNOS. This rate exceeds the lower of the no-new-revenue tax or voter approval tax rate, and state law requires one public hearing be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF LOS FRESNOS proposes to use revenue attributable to the tax rate increase for the purpose of covering the City operations.

PROPOSED TAX RATE	\$0.715000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.715000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.673087 per \$100
VOTER APPROVAL	\$1.013516 per \$100

The no-new-revenue tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF LOS FRESNOS from the same properties in both the 2021 tax year and the 2022 tax year.

The voter approval rate is the highest tax rate that CITY OF LOS FRESNOS may adopt before holding an election.

### YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Tony Yzaguirre Jr Cameron County Tax Assessor Collector 835 E Levy (1st Flr); Brownsville TX 78520 (956) 544-0800 assessor\_collector@co.cameron.tx.us www.citylf.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

Public Hearing: At 520 E. Ocean Blvd, Los Fresnos on Tuesday September 6, 2022 at 6:00 p.m.

E.1

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

**ACTION ITEM (ID # 4562)** 

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: City Election Prepared By: Jacqueline Moya

Initiator: Jacqueline Moya Sponsors:

DOC ID: 4562 A

Consideration and ACTION to approve the City Secretary's Certification of Unopposed Candidates for November 8, 2022 City General Election.

I recommend approval.

#### CERTIFICATION OF UNOPPOSED CANDIDATES FOR CITY OF LOS FRESNOS CERTIFICACIÓN DE CANDIDATOS ÚNICOS PARA LA CUIDAD DE LOS FRESNOS

**To/***Al***:** Mayor Alejandro Flores

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the General Election scheduled to be held on November 8, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección general que se llevará a cabo el 8 de noviembre

Candidate(s) Candidato(s)

#### List offices and names of candidates:

Office(s) Cargo(s)

Lista de cargos y nombres de los candidatos:

Date of signing (Fecha de firma)	(Seal) (sello)	
Title (Puesto)		
City Secretary		
Printed name (Nombre en letra de molde)		
Jacqueline Moya		
Signature (Firma)		
City Council Place 5	Terry Vinson	
City Council Place 2	Juan Munoz	
	` '	` ,

**E.2** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 4564 A

**ACTION ITEM (ID # 4564)** 

Consideration and ACTION to approve the first reading of Ordinance 542 ordinance declaring unopposed candidates in the November 8, 2022 general city election, elected to office; canceling the election; providing a severability clause; and providing an effective date.

I recommend approval.

#### **ORDINANCE NO. 542**

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE NOVEMBER 8<sup>TH</sup> 2022 GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

This andinance was introduced and submitted to t	he City Council for passage and adoption often	
This ordinance was introduced and submitted to the second reading of the Ordinance. After present	• • • • • • • • • • • • • • • • • • • •	
he second reading of the Ordinance. After presentation and discussion of the Ordinance, a motion was made by that the Ordinance be		
finally passed and adopted in accordance with the		
seconded by	•	
the following voted:	and carried by	
Maran Alaian In Elana	The Andrew Alexand	
Mayor Alejandro Flores	For Against Abstained	
Councilmember Andres Lopez	For Against Abstained	
Councilmember Polo Narvaez	For Against Abstained	
Mayor Pro-Tem Gabriela Fernandez	For Against Abstained	
Councilmember Luis Gonzalez	For Against Abstained	
Councilmember Juan Munoz	For Against Abstained	
WHEREAS, the general city election was called for electing member to the city council; and	or November 8, 2022 for the purpose of	
WHEREAS, the city secretary has certified in write write-in candidacy, and that the candidate on the b		
WHEREAS, under these circumstances, Subchapticity council to declare the candidate elected to offi		

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS:

THEREFORE,

Section 1. The following candidates, who are unopposed in the November 8, 2022 general city election, are declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Council member Place 2: Juan Munoz Council member Place 5: Terry Vinson

Section 2. The November 8, 2022 general city election is canceled, and the city secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place used or that would have been used in the election.

Section 3. It is declared to be the intent of the city council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence,

paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of
competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses,
sentences, paragraphs, or sections of this ordinance since the city council would have enacted
them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage, and it is so ordained.

INTRODUCED AND APPROVED on the first reading this 6th day of September, 2022.

APPROVED AND PASSED on the second reading this 13th day of September, 2022.

	Mayor, Alejandro Flores	
	Mayor, Alejandro Flores	
ATTEST:		
City Secretary, Jacqueline Moya		

#### **NÚMERO DE ORDENANZA 542**

UNA ORDENANZA QUE DECLARA AL CANDIDATO SIN OPOSICIÓN EN LAS ELECCIONES GENERALES DE LA CIUDAD DEL 8 DE NOVIEMBRE DE 2022, ELEGIDO PARA EL CARGO; CANCELAR LA ELECCIÓN; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

Esta ordenanza fue presentada y presentada al Codespués de la segunda lectura de la Ordenanza.	• • • • • • • • • • • • • • • • • • • •		
1 0	La moción fue secundada por		
	·		
Alcalde Alejandro Flores	Por Contra Se abstuvo		
el concejal Andrés López	Por Contra Se abstuvo		
el concejal Polo Narváez	Por Contra Se abstuvo		
la alcaldesa interina Gabriela Fernández	Por Contra Se abstuvo		
el concejal Luis González	Por Contra Se abstuvo		
el concejal Juan Muñoz	Por Contra Se abstuvo		
CONGIDED AND OUT 1 1 1/2 111			

CONSIDERANDO QUE, la elección general del ayuntamiento se convocó para el 8 de noviembre de 2022, con el propósito de elegir a miembros para el ayuntamiento; y

EN TANTO QUE, el secretario del ayuntamiento ha certificado por escrito que ninguna persona ha hecho una declaración de candidatura por escrito, y que cada candidato en la boleta electoral no tiene oposición para ser elegido; y

CONSIDERANDO QUE, bajo estas circunstancias, el Subcapítulo C, el Capítulo 2, y el Código Electoral, autorizan al ayuntamiento a declarar a los candidatos elegidos para el cargo y cancelar la elección; AHORA, POR LO TANTO,

#### SEA ORDENADO POR EL AYUNTAMIENTO DE LA CIUDAD DE LOS FRESNOS:

Sección 1. Los siguientes candidatos, que no tienen oposición en la elección general del ayuntamiento del 8 de noviembre de 2022, se declaran elegidos para el cargo y se les emitirán certificados de elección una vez que se haya realizado la elección:

Lugar 2 del concejal: Juan Munoz Lugar 5 del concejal: Terry Vinson

Sección 2. La elección general del ayuntamiento del 8 de noviembre de 2022 se cancela, y el secretario del ayuntamiento debe ordenar que se publique una copia de esta ordenanza el día de la elección en cada lugar de votación utilizado o que se hubiera utilizado en la elección.

Sección 3. Se declara que la intención del ayuntamiento es que las frases, cláusulas, oraciones, párrafos y secciones de esta ordenanza sean divisibles, y que si se declarara inválida alguna frase, cláusula, oración, párrafo o sección de esta ordenanza por el juicio o decreto de un tribunal de jurisdicción competente, la invalidez no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de esta ordenanza, ya que el ayuntamiento las habría promulgado sin la porción invalidada.

Sección 4. Esta ordenanza entrará en vigencia a partir de su aprobación final, y así está ordenado. (Si se utiliza este formulario, el secretario del ayuntamiento debe obtener una traducción al español antes de publicarlo).

PRESENTADA Y APROBADA en la primera lectura el día <u>6</u> de <u>septiembre</u>, 2022.

APROBADA Y ACEPTADA en la segunda lectura el día 13 de septiembre 2022.

Alcalde, Alejandro Flores	
DOY FE:	
Secretaria del Ayuntamiento, Jacqueline Mo	wa

**E.3** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: City Election Prepared By: Jacqueline Moya

> Initiator: Jacqueline Moya Sponsors:

> > DOC ID: 4561 A

**ACTION ITEM (ID # 4561)** 

## Consideration and ACTION to approve the City Secretary's Certification of Unopposed Candidates for November 8, 2022 City Special Election.

I recommend approval.

Updated: 8/29/2022 4:59 PM by Mark Milum A

## CERTIFICATION OF UNOPPOSED CANDIDATES FOR CITY OF LOS FRESNOS CERTIFICACIÓN DE CANDIDATOS ÚNICOS PARA LA CUIDAD DE LOS FRESNOS

**To/***Al***:** Mayor Alejandro Flores

List offices and names of candidates:

Lista de cargos y nombres de los candidatos:

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the Special Election scheduled to be held on November 8, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección especial que se llevar<u>á a cabo el 8 de noviem</u>bre

Office(s) Cargo(s)	Candidate(s) Candidato(s)
City Council Place 1	Jose C. Macias
Signature (Firma)	
Jacqueline Moya	
Printed name (Nombre en letra de molde)	
City Secretary	
Title (Puesto)	
Date of signing (Fecha de firma)	(Seal) (sello)

**E.4** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

DOC ID: 4563 A

**ACTION ITEM (ID # 4563)** 

Consideration and ACTION to approve the first reading of Ordinance 541 an ordinance declaring unopposed candidate in the November 8, 2022 special city election, elected to office; canceling the election; providing a severability clause; and providing an effective date.

I recommend approval.

#### **ORDINANCE NO. 541**

AN ORDINANCE DECLARING UNOPPOSED CANDIDATE IN THE NOVEMBER 8<sup>TH</sup> 2022 SPECIAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

the second reading of the Ordinance. After presentation and discussion of the Ordinance, a motion was made by that the Ordinance be			
finally passed and adopted in accordance with the City's Home Rule Charter. The motion was			
seconded by	and carried by		
the following voted:			
Mayor Alejandro Flores	For Against Abstained		
Councilmember Andres Lopez	For Against Abstained		
Councilmember Polo Narvaez	For Against Abstained		
Mayor Pro-Tem Gabriela Fernandez	For Against Abstained		
Councilmember Luis Gonzalez	For Against Abstained		
Councilmember Juan Munoz	For Against Abstained		

electing member to the city council; and

WHEREAS, the city secretary has certified in writing that no person has made a declaration of write-in candidacy, and that the candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the city council to declare the candidate elected to office and cancel the election; NOW, THEREFORE,

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOS FRESNOS:

Section 1. The following candidate, who is unopposed in the November 8, 2022 special city election, is declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

#### Council member Place 1: Jose C. Macias

Section 2. The November 8, 2022 special city election is canceled, and the city secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place used or that would have been used in the election.

Section 3. It is declared to be the intent of the city council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of

competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the city council would have enacted them without the invalid portion.		
Section 4. This ordinance shall take effect upon its fin	al passage, and it is so ordained.	
INTRODUCED AND APPROVED on the first reading this 6th day of September, 2022.		
APPROVED AND PASSED on the second reading this 13th day of September, 2022.		
<del></del>		
Ma	ayor, Alejandro Flores	
ATTEST:		

City Secretary, Jacqueline Moya

#### **NÚMERO DE ORDENANZA 541**

UNA ORDENANZA QUE DECLARA AL CANDIDATO SIN OPOSICIÓN EN LAS ELECCIONES ESPECIALES DE LA CIUDAD DEL 8 DE NOVIEMBRE DE 2022, ELEGIDO PARA EL CARGO; CANCELAR LA ELECCIÓN; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

Esta ordenanza fue presentada y presentada al Concejo Municipal para su aprobació						
después de la segunda lectura de la Ordenanza.	Después de la presentación y discusión de la					
Ordenanza,	La moción fue secundada por					
	·					
Alcalde Alejandro Flores	Por Contra Se abstuvo					
el concejal Andrés López	Por Contra Se abstuvo					
el concejal Polo Narváez	Por Contra Se abstuvo					
la alcaldesa interina Gabriela Fernández	Por Contra Se abstuvo					
el concejal Luis González	Por Contra Se abstuvo					
el concejal Juan Muñoz	Por Contra Se abstuvo					

CONSIDERANDO QUE, la elección general del ayuntamiento se convocó para el 8 de noviembre de 2022, con el propósito de elegir a miembros para el ayuntamiento; y

EN TANTO QUE, el secretario del ayuntamiento ha certificado por escrito que ninguna persona ha hecho una declaración de candidatura por escrito, y que cada candidato en la boleta electoral no tiene oposición para ser elegido; y

CONSIDERANDO QUE, bajo estas circunstancias, el Subcapítulo C, el Capítulo 2, y el Código Electoral, autorizan al ayuntamiento a declarar a los candidatos elegidos para el cargo y cancelar la elección; AHORA, POR LO TANTO,

#### SEA ORDENADO POR EL AYUNTAMIENTO DE LA CIUDAD DE LOS FRESNOS:

Sección 1. Los siguientes candidatos, que no tienen oposición en la elección especial del ayuntamiento del 8 de noviembre de 2022, se declaran elegidos para el cargo y se les emitirán certificados de elección una vez que se haya realizado la elección:

#### Lugar 1 del concejal: Jose C. Macias

Sección 2. La elección especial del ayuntamiento del 8 de noviembre de 2022 se cancela, y el secretario del ayuntamiento debe ordenar que se publique una copia de esta ordenanza el día de la elección en cada lugar de votación utilizado o que se hubiera utilizado en la elección.

Sección 3. Se declara que la intención del ayuntamiento es que las frases, cláusulas, oraciones, párrafos y secciones de esta ordenanza sean divisibles, y que si se declarara inválida alguna frase, cláusula, oración, párrafo o sección de esta ordenanza por el juicio o decreto de un tribunal

de jurisdicción competente, la invalidez no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de esta ordenanza, ya que el ayuntamiento las habría promulgado sin la porción invalidada.

Sección 4. Esta ordenanza entrará en vigencia a partir de su aprobación final, y así está ordenado. (Si se utiliza este formulario, el secretario del ayuntamiento debe obtener una traducción al español antes de publicarlo).

PRESENTADA Y APROBADA en la primera lectura el día 6 de septiembre, 2022.

APROBADA Y ACEPTADA en la segunda lectura el día 13 de septiembre 2022.

Alcalde, Alejandro Flores	
DOY FE:	
Secretaria del Ayuntamiento, Jacqueline Mov	va

**E.5** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

**SCHEDULED** 

Meeting: 09/06/22 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya

Sponsors:

DOC ID: 4559 C

#### **ACTION ITEM (ID # 4559)**

Consideration and ACTION to authorize City of Los Fresnos to contract with Estrada Hinojosa & Company, Inc. as Financial Advisor and Norton Rose Fulbright US LLP as Bond Counsel on various financing's including but not limited to the Texas Water Development Board and to advise the City of Los Fresnos on any matters and actions related thereto.

TWDB requires this update on our agreement with Estrada Hinojosa & Company as the City's Financial Advisors and Norton Rose Fulbright as the City's Bond Counsel due to the financing we are doing with TWDB on the drainage grant and zero percent interest loan. The fees are estimated to be no more than \$65,000 for Estrada Hinojosa and \$22,000 for Norton, Rose Fulbright. Their fees are set and were included in the original application and approved by TWDB. The fees are included in the dispersing of the funds once it is all approved by TWDB.

I recommend approval.



August 16, 2022

Mr. Mark W. Milum City Manager 520 E. Ocean Blvd. Los Fresnos, TX 78566

Re: City of Los Fresnos Financial Advisory Services Contract

Dear Mr. Milum:

On behalf of Estrada Hinojosa, we are enclosing three (3) copies of our executed Financial Advisory Services Agreement (FA) contract. We respectfully request you sign and keep one (1) of the originals and return two (2) of the executed contracts back to our office.

If you should have any questions, please do not hesitate to contact me. My contact information is:

Email: don@ehmuni.com

Office Phone: (210) 223-4888

Cell Phone:

(210) 393-3310

Very truly yours,

Donald J. Gonzales, CPA Senior Managing Director

**Enclosures** 

## AGREEMENT FOR FINANCIAL ADVISORY SERVICES By and Between

CITY OF LOS FRESNOS, TEXAS (Hereinafter referred to as the "Issuer")

#### And

### ESTRADA HINOJOSA & COMPANY, INC. (Hereinafter referred to as "EH")

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

I.

This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

Π.

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and carry those expenses set out in Appendix A, provided, however, that our obligations to incur expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

Ш.

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgement, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

- 2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgement with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.
- 3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.
- 4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.
- 5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:
- a. Competitive Sale: We will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.
- b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.
- 6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
- 7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.
- 8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.
- 9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgement, may be necessary.

- 10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.
- 11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.
- 12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinating the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best and lowest qualifying bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.
- 13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
- 14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.
- 15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.
- 16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.
- 17. We agree to do, or cause to be done, all work pertaining to the Debt Instruments, regarding approval, as may be required, by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the Debt Instruments will be paid by the Issuer.
- 18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.
- 19. We will attend any and all meeting of governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.
- 20. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.
- 21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

IV.

In addition to the services set out above, we agree to provide the following services when so requested:

- 1. We will provide our advice as to the investment of certain funds of the Issuer. At the direction of the Issuer, we will purchase or cause to be purchased, those investments authorized and we will charge a normal and customary commission for each such transaction where appropriate.
- 2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
- 3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.
  - 4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.
  - 5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, and any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser, unless the contract is terminated prior to completion of any delivery of debt instruments undertaken by EH in which case any fees and expenses will be due and payable upon presentation.

VI.

This agreement shall become effective at the date of acceptance by the Issuer set out herein below for a period of five years from the date of acceptance and will be subject to automatic annual renewal thereafter. Provided, however, this Agreement may be terminated with or without cause by the Issuer or EH upon thirty (30) days written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it, together with all Appendices attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

	By: Donald J. Gonzales Authorized Representative	
This agreement is accepted by the Issuer this	day of20	
	CITY OF LOS FRESNOS, TEXAS	
	By: City Manager City of Los Fresnos, Texas	
ATTEST:		
By: City Secretary City of Los Fresnos, Texas		

#### APPENDIX A

#### **COMPENSATION**

In consideration for the services rendered by Estrada Hinojosa & Company, Inc., to the Issuer under the terms and conditions of the attached Agreement, it is understood and agreed that the fee payable to Estrada Hinojosa & Company, Inc. for special projects directed by the Issuer that may not lead to a transaction the following hourly rates apply:

Sr. Vice President-Sr. Managing Director	\$300.00
Vice President	\$250.00
Assistant Vice President	\$200.00
Senior Associate & Analysts	\$150.00
Associate	\$100.00
Administrative	\$ 75.00

The Transaction Fee due to the Financial Advisor for all Debt Instruments will be calculated based on the higher of the total project amount or gross proceeds generated for each financing based on the fee schedule below:

Base-fee - Any Issue - \$15,000

Plus	\$15.00 per	\$1,000 up to	\$250,000	or \$18,750	for	\$250,000 Bonds
Plus	\$13.00 per	\$1,000 next	250,000	or 22,000	for	500,000 Bonds
Plus	\$10.00 per	\$1,000 next	500,000	or 27,000	for	1,000,000 Bonds
Plus	\$8.00 per	\$1,000 next	1,500,000	or 39,000	for	2,500,000 Bonds
Plus	\$5.00 per	\$1,000 next	2,500,000	or 51,500	for	5,000,000 Bonds
Plus	\$2.50 per	\$1,000 next	5,000,000	or 64,000	for	10,000,000 Bonds
Plus	\$1.00 per	\$1,000 over	10,000,000			

Fees for revenue bonds or other self-supporting obligations including those obligations placed or directly issued to governmental entities or Private Placements and/or other Debt Instruments involving Escrow Agreements and Refunding Bonds:

It is understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee and/or structuring fee and Official Statement, Private Placement Memorandum and/or application preparation fee. This Financial Advisory agreement is for the City of Los Fresnos' Stormwater Planning and Drainage Improvements (Project 73922) and related issuance of its Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (Clean Water State Revolving Fund) project and any other TWDB, State/Federal Grant/Loan or similar Programs. The fees set forth above plus 25% will be used to compute a fee based on the total project cost. In addition, we will bill for out-of-pocket expenses including, but not limited to application fees and various expenses as set forth below. Continuing disclosures will be billed separately on an annual basis in the amount of \$5,000.00 based on client providing necessary information in a timely manner.

#### Control of Fees and Expenses

At the time that Debt Instruments or Grant Proceeds are delivered, the Company will bill the Issuer for each issue of Debt Instruments or Grant Proceeds an amount which will include the fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the following items, if applicable:

Bond Counsel fees

Bond rating and/or credit enhancement fees

Computer Structuring and cash flow modeling

Messenger, overnight delivery, market data technology photocopying, postage, and telephone

Personal meetings with bond rating agencies and/or credit enhancement providers or lenders

Preparation and printing of the Notice of Sale, Official Statement, Applications, Uniform Bid Form and Private Placement Memorandum

Preparation and printing of physical securities

Reports of independent auditors or consultants

Verification fees

Travel expenses of Issuer and Company personnel

Our fees are contingent on the receipt of financial assistance and payable solely from proceeds unless an hourly or alternate payment arrangement is made. Expenses are borne by the firm until a fee statement and expense reimbursement are submitted in accordance with the contract between the Issuer and our firm. Our capital base allows Estrada Hinojosa to operate on this basis without creating ongoing costs to the Issuer. At any time between bond issues, Estrada Hinojosa is prepared to report to the Issuer upon request, the hours spent on financial advisory services and the accumulated expenses being carried forward.

#### APPENDIX B

#### **DISCLOSURE STATEMENT REQUIRED**

#### BY

#### MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. ("Municipal Advisor") to the CITY OF LOS FRESNOS, TEXAS ("Client") in connection with the Municipal Advisor Engagement Letter and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

#### Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any <u>actual</u> <u>or potential</u> material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor's supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. Compensation-Based Conflicts. If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

2. Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business**. Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

#### Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

- 1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
- 2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
- 3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location: <a href="https://www.sec.gov/cgi-bin/browse-">https://www.sec.gov/cgi-bin/browse-</a>

edgar?company=estrada+hinojosa&owner=exclude&action=getcompany

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <a href="http://brokercheck.finra.org">http://brokercheck.finra.org</a>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor's last material update to Form MA was done on September 1, 2016.

#### Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

Estrada Hinojosa & Company, Inc.

Estrala Hinojosa + Company, Inc.

### APPENDIX C DISCLOSURE STATEMENT REQUIRED

#### $\mathbf{BY}$

#### THE STATE OF TEXAS

Estrada Hinojosa hereby represents and warrants that the following statements are true and correct:

- Pursuant to Section 2270.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not Boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Lender agrees not to Boycott Israel during the term of this Agreement.
- (b) Estrada Hinojosa hereby acknowledges that (a) Estrada Hinojosa does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Estrada Hinojosa is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.
- (c) Pursuant to Section 2274.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Sincerely,

Estrala Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.

NOTIFICATION REQUIRED BY MUNICIPAL SECURITIES RULE MAKING BOARD RULE G-10 INVESTOR EDUCATION AND PROTECTION

The rule referred to requires us to provide you with information related to municipal advisory services provided by Estrada Hinojosa & Co., Inc. ("EH"). Please note that EH is registered with the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As such, EH is subject to the regulations and rules established by the SEC and MSRB which apply to municipal advisory activities.

The website for the SEC is <u>www.sec.gov</u> and the website for the MSRB is <u>www.msrb.org</u>. In addition to having educational materials about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint against EH or an EH representative with the FINRA Investor Complaint Center.

#### \_\_\_\_, 2022

Mr. Mark Milum

City of Los Fresnos, Texas

520 East Ocean Boulevard Los Fresnos, Texas 78566

City Manager

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP 98 San Jacinto Boulevard, Suite 1100 Austin, Texas 78701-4255 United States

Stephanie Leibe
Partner
Direct line +1 512 536 2420
Stephanie.leibe@nortonrosefulbright.com

Tel +1 512 474 5201 Fax +1 512 536 4598 nortonrosefulbright.com

Re: City of Los Fresnos, Texas – Engagement for Bond Counsel Services

Dear Mr. Milum:

This letter confirms that Norton Rose Fulbright US LLP (the "Firm") will represent the City of Los Fresnos, Texas (the "City") in connection with the issuance of its Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (Clean Water State Revolving Fund), in the approximate principal amount of \$\_\_\_\_\_\_ (the "Obligations"), anticipated to be sold to the Texas Water Development Board (the "TWDB") or any other debt (the "Debt") to be issued by the City (the "Matter"). Our acceptance of that representation (the "Representation") becomes effective upon the execution of the enclosed copy of this letter.

#### **Terms of Engagement**

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

#### Our Personnel Who Will Be Working on the Matter

Matt Lee, Chris Guevara, and I will be working on the Matter and you may call, write, or e-mail us whenever you have any questions about the Representation. Other Firm personnel, including Firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

105194803.4

Mr. Mark Milum \_\_\_\_\_, 2022 Page 2

#### **Our Legal Fees and Other Charges**

Our fees are based on the time spent by the attorneys and the paralegal personnel who work on the Matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation if needed; legal research; responding to your requests for us to provide information to you or your auditors; drafting letters and other documents and travel if needed.

In addition to our fees for rendering professional services, our statement will include other charges for expenses and services incurred incident to the performance of our legal services, such as photocopying, delivery charges, travel expenses, overtime for secretaries and other nonlegal staff, Texas Attorney General filing fee that we will pay on behalf of the City, specialized computer applications such as computerized legal research and filing fees. A copy of our current recharge schedule, which is subject to change from time to time, is attached hereto as Exhibit A.

As an accommodation to the City, we have agreed to cap our Firm's fees for the issuance of Obligations to an amount not to exceed \$\_\_\_\_\_, plus expenses of \$1,500, plus the Texas Attorney General Filing fee.

#### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our Firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

#### Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

^				
NORTON	ROSE	<b>FUL</b>	BRIG	HT

Mr. Mark Milum \_\_\_\_\_, 2022 Page 3

We are pleased to have the opportunity to be of continued service to the City with respect to this Matter. If you need any further information from us concerning this Matter, please do not hesitate to contact me.

Very truly yours,

Stephanie V. Leibe

SVL/lc Enclosures

cc: Mr. Matt Lee (Firm)

Mr. Chris Guevara (Firm)

The City of Los Fresnos, Texas Agrees to and Accepts this Letter and the Attached Terms of Engagement:

CITY OF LOS FRESNOS, TEXAS

By:	
•	Mr. Mark Milum
	City Manager
Doto	

#### NORTON ROSE FULBRIGHT US LLP

#### Additional Terms of Engagement

This is a supplement to our engagement letter dated \_\_\_\_\_\_, 2022. The purpose of this document is to set out additional terms of our agreement to provide the Representation described in our engagement letter concerning the Matter. Because these additional terms of engagement are a part of our agreement to provide legal services, the City should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that the City retain this statement of additional terms along with our engagement letter and any related documents.

#### The Scope of the Representation

We will perform all usual, customary, and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the incurrence of Debt, including, but not limited to, the following:

- 1. Prepare all instruments pursuant to which the Debt will be authorized, issued, secured, sold, and delivered in consultation with the City's staff, the City Council, and other officials and consultants of the City.
- 2. Attend meetings of or with the City Council, and City staff to the extent required or requested.
- 3. Cooperate with the City and its consultants in the preparation of official statements, or other securities laws disclosure documents, if any, including review of the information therein describing the Debt, the security therefor, and the federal income tax status thereof, if applicable.
- 4. Attend meetings with prospective lenders and Debt purchasers, and meetings with any rating agencies or credit enhancers to the extent requested or required.
- 5. Supervise the printing, execution, and delivery of the Debt to the purchasers.
- 6. Provide legal advice on the use of Debt proceeds, before and after incurrence of the Debt.

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the City's behalf, the Firm agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the City; and (2) keep the City reasonably informed about the status and progress of the Representation.

105194803.4 - 4 -

To enable us to provide effective representation, the City agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our Firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the City's future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the Firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and the City's agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is identified as our client in our engagement letter referenced above, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related person or entity without first obtaining consent from the City.

It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

#### Who Will Provide the Legal Services

As our engagement letter confirms, the Firm will represent the City in the Matter. The Firm is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our Firm will be providing legal services, each client of the Firm customarily has a relationship principally with one attorney, or perhaps a few attorneys, such attorneys for this Representation are as set forth in the engagement letter. At the same time, however, the work required in the Representation, or parts of it, may be performed by other Firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other Firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

#### **Our Relationships With Others**

Our law Firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our Firm that prepares the engagement letter for a particular matter. The acceptance by the City of our

105194803.4 - 5 -

engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

From time to time, our Firm may concurrently represent one client in a particular case or matter and, at the same time, our Firm may be asked to represent an adversary of that same client in an unrelated case or matter. We would consider doing so only if it is our professional judgment that the Firm could undertake the concurrent representation impartially and without any adverse effect on the responsibilities that the Firm has to either client.

Specifically, it is possible that, during the Representation, some of our present or future clients will have disputes with you. By accepting these terms of engagement, it is expressly understood and agreed that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the Representation, even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that the prospective consent to conflicting representation contained in the preceding sentence shall not apply if, as a result of the Representation, we have obtained proprietary or other confidential information of a non-public nature that, if known to the other client, could be used in that matter by that client with the result of any material disadvantage to you.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our Firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our Firm and other lawyers or law firms, except with regard to counsel who is representing a party that is adverse to the City in the Matter that is the subject of this engagement.

#### **Communications and Confidentiality**

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the City specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the City and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our Firm appears as counsel of record for the City in publicly available records, we reserve the right to inform others of the fact of our representation of the City in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless the City specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa (incorporated as Deneys Reitz Inc.), each of which is a separate legal entity, are member firms in Norton Rose Fulbright Verein, a Swiss verein organization that does not itself provide legal services to anyone. Norton Rose Fulbright US LLP and the other member firms in the verein share non-privileged information about our respective clients for research, practice management, training and administrative purposes as a means of enhancing the quality and breadth of the services we are

105194803.4 - 6 -

able to provide our clients; and, unless you direct us otherwise, we will share non-privileged information about you with those other member firms. Confidentiality agreements among the firms are in place to ensure maintenance of confidentiality with respect to such shared information.

#### **Disclaimer**

The Firm has made no promises or guarantees to the City about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

#### **Termination**

Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of either party to termination of the Representation is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by either party to meet any obligations under these terms of engagement shall entitle the other party to terminate the Representation. The parties agree to try to identify in advance and discuss any situation that may lead to termination.

Termination of the Representation will not affect the City's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, you will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

#### **Billing Arrangements and Terms of Payment**

Our engagement letter specifically explains our fees for services in the Matter and the limitations with respect to the Obligations. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that the City will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and the City does not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

#### **Document Retention**

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file will maintain the files in storage in accordance with all applicable government record retention laws, rules, and regulations. After that time, we will destroy the documents in the stored files.

105194803.4 - 7 -

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

#### **Charges for Other Expenses and Services**

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, Texas Attorney General filing fees, real estate closing fees, UCC filings, travel and conference expenses, messenger deliveries, and computerized research. In addition, we reserve the right to send to the City for direct payment any invoices delivered to us by others, including experts and any vendors.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to the City's account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.

#### Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

105194803.4 - 8 -

#### THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable.

when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

105194803.4 - 9 -

#### **EXHIBIT A**

# NORTON ROSE FULBRIGHT US LLP (AustinE)

## **Expenses and Services Summary**

EXPENSE/SERVICE	CHARGE
Binding	N/A (Pricing varies in other office locations)
Deliveries Overnight/Express Outside Courier In-House Courthouse Messengers	Direct Cost Direct Cost N/A (Pricing varies in other office locations) \$40.00/Hour plus Transportation (Pricing varies in other office locations)
Document Scanning	\$.12 per page – Direct Cost
Duplicating Photocopy Color photocopy Microfilm/Microfiche Videography (duplication)	\$0.15 per page \$0.85 per page \$0.50 per page \$5.00/tape plus \$20.00/duplication
Electronic Mail (via Internet)	No Charge
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct Cost on any item or group of items which cost \$1.00 or more
Facsimile (Outgoing)	No Charge
Telephone Long Distance (Domestic) Long Distance (International)	No Charge No Charge
File Storage Retrieval	N/A (Pricing varies in other office locations)
Firm hosting of on-site document review performed by outside contract attorneys	\$10.00 per hour

105194803.4 A-1

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

**ORDINANCE (ID # 4541)** DOC ID: 4541 A

# Consideration and ACTION to approve the first reading of Ordinance 538 adopting the budgets for fiscal year 2022-2023.

There were no changes made since our last meeting except the update on tools and supplies in the Parks Department that was requested. The budget amounts reflect your decisions during the several budget meetings that were held.

I recommend approval.

Updated: 8/29/2022 4:58 PM by Mark Milum A

#### ORDINANCE NO. 538

#### AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LOS FRESNOS, TEXAS, FOR THE FISCAL YEAR OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR THE PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

for passage and adoption after the
and discussion of the Ordinance, a
that the
dance with the City's Home Rule
and
For Against Abstained
_ For Against Abstained
esnos has prepared and presented to
]

o the City Council a budget for the fiscal year October 1, 2022 through September 30, 2023; and

WHEREAS, workshops on said budget were called for on August 9, 2022, August 16, 2022, and a public hearing was held on September 6, 2022 at 6:00 p.m. by publication in a newspaper of general circulation at least ten days and not more than thirty days before the public hearings to be held at the City Hall in the City of Los Fresnos, Texas, where and when any and all interested persons might appear and be heard with reference to any item contained in said budget; and

WHEREAS, said public hearing was held on September 6, 2022 at the time and place aforesaid, and the said budget was discussed, and all interested persons were given an opportunity to be heard on any matter relative thereto, and all interested persons having appeared and been heard, and there be not other persons seeking to be heard with reference to any matter concerning said budget, the said public hearings were closed.

#### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE **CITY OF LOS FRESNOS, TEXAS:**

SECTION 1. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2022 through September 30, 2023 will increase from last year's total property tax budget by \$ 260,587.78 or 11.4%.

SECTION 2. That the budget of the City of Los Fresnos, Texas for the fiscal year October 1, 2022 through September 30, 2023 is hereby adopted by this Ordinance. A summary of the budget adopted is hereby attached and incorporated herein as Exhibit A and the complete detail budget adopted by this Ordinance is incorporated hereby reference and shall be made available for public inspection at the Office of the City Secretary during regular business hours.

SECTION 3. That the City Council is authorized to amend the budget from time to time during the fiscal year should there be changes in revenues and expenditures according to law. An unanticipated need and an emergency shall be defined by and expenditures increased only upon a majority vote of the City Council.

SECTION 4. That once a month the Director of Finance shall present the City Council a written report showing the city's financial condition to date. Such report shall include the status of all revenues and expenditures of the city by each fund and department. The Director of Finance shall also present said report to the head of each city department.

INTRODUCED and APPROVED on the first reading this  $6^{th}$  day of September, 2022.

APPROVED and PASSED on the second reading this <u>13<sup>st</sup></u> day of September, 2022 at a meeting of the City Council of the City of Los Fresnos, Texas, at which a quorum was present and which was held in accordance with the laws of the State of Texas.

CITY OF LOS EDESMOS

	CITT OF LOS FRESNOS
	Alejandro Flores, Mayor
ATTEST:	
Jacqueline Moya City Secretary	

#### 2022 Property Tax Rates in CITY OF LOS FRESNOS

This notice concerns the 2022 property tax rates for CITY OF LOS FRESNOS. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *no-new-revenue* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *voter-approval* tax rate is the highest tax rate the taxing unit can set holding an election. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

#### Last year's tax rate:

Last year's operating taxes	\$1,581,009.61
Last year's debt taxes	\$584,549.53
Last year's total taxes	\$2,165,559.13
Last year's tax base	\$291,262,400
Last year's total tax rate	\$0.715000/\$100

#### This year's no-new-revenue tax rate:

Last year's adjusted taxes \$1,212,945
(after subtracting taxes on lost property)

÷ This year's adjusted tax base \$258,587,891
(after subtracting value of new property)

\$0.673087/\$100

=This year's no-new-revenue tax rate (This is the maximum rate the City can propose unless it publishes a notice and holds a public hearing)

#### This year's voter-approval tax rate:

Last year's adjusted operating taxes \$1,740,523

(after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)

This year's adjusted tax base
 \$258,587,891
 This year's voter-approval operating tax rate:
 \$0.780013/\$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100

(This is the maximum rate the City can adopt without and election for voter approval)

#### Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

**Type of Property Tax Fund** General Fund Unencumbered funds **Balance** 2,399,421

#### Schedule B – 2022 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	<b>Total Payment</b>
Series 2005 Comb Tax	145,000	13,590	0	158,590
Series 2014 Comb Tax	150,000	93,713	0	243,713
Series 2017 Comb Tax	235,000	117,363	0	352,363
Series 2018 Comb Tax	145,000	11,061	0	156,061

Total required for 2022 debt service	\$910,727	
- Amount (if any) paid from Schedule A	\$0	
- Amount (if any) paid from other resources	\$323,523	
- Excess collections last year	\$0	
= Total to be paid from taxes in 2022	\$587,204	
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2022	\$0	
= Total debt levy	\$587,204	

#### Schedule C - Expected Revenue from Additional Sales Tax

In calculating its no-new-revenue tax and voter-approval, the unit estimated that it will receive \$518,583 in additional sales and use tax revenues.

This notice contains a summary of actual no-new-revenue and voter-approval k tax rates' calculations. You can inspect a copy of the full calculations at 835 E Levee (1st Levee)

Floor) BROWNSVILLE TX 78520.

Name of person preparing this notice: Pablo A. Garza

Title: Director of Finance Date Prepared: 08/02/2022

**F.2** 

**City Council** 

520 E Ocean Blvd. Los Fresnos, TX 78566

SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Ordinances Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors:

**ORDINANCE (ID # 4542)**DOC ID: 4542 A

Consideration and ACTION to approve the first reading of Ordinance 537 approving the 2022 tax roll and levying municipal ad valorem taxes for the use, benefit and support of the City and directing the assessment and collection thereof.

This sets the tax rate at a total of \$0.715 per \$100 valuation for the 16th consecutive year. The operations tax rate is \$0.5410 per \$100 valuation and the debt tax rate is \$0.1740 per \$100 valuation.

I recommend approval.

#### ORDINANCE NO. 537

AN ORDINANCE APPROVING THE TAX ROLL FOR 2022 AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE, BENEFIT AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LOS FRESNOS, TEXAS; AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

Was introduced and submitted to the City Co	uncil for passage and adoption after the
second reading of the Ordinance. After presen	tation and discussion of the Ordinance, a
motion was made by	that the
Ordinance be finally passed and adopted in	accordance with the City's Home Rule
Charter. The motion was seconded by	and
carried by the following vote:	
Mayor Alejandro Flores	_ For Against Abstained
Councilmember Polo Narvaez	For Against Abstained
Councilmember Andres Lopez	_ For Against Abstained
Councilmember Gabriela Fernandez	_ For Against Abstained
Councilmember Luis Gonzalez	For Against Abstained
Councilmember Juan Munoz	_ For Against Abstained
	=

WHEREAS, the City Council finds that the tax for the year 2022 herein after levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year.

#### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE **CITY OF LOS FRESNOS, TEXAS:**

SECTION 1. The Tax Appraisal Roll of the City of Los Fresnos for 2022, as heretofore approved and certified by the Cameron Appraisal District, is hereby approved, together with those supplemental rolls, which the Cameron Appraisal District deems necessary to complete the 2022 Certified Roll.

SECTION 2. For the current expenses of the City of Los Fresnos and for the general improvements of the City and its property, also known as maintenance and operations expenses, there is hereby levied and ordered to be assessed and collected for the year 2022, and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos, and not exempt from taxation by valid laws, and ad valorem tax at the rate of \$0.541000 on the one hundred (\$100.00) dollars valuation of such property.

THE TOTAL TAX RATE WILL REMAIN THE SAME AS PREVIOUS YEARS.

SECTION 3. For the purpose of paying interest and providing a sinking fund for the payment of each issue of certificates of obligation issued for various municipal purposes heretofore issued by the City of Los Fresnos, including the various installments of principal falling due during the ensuing year on certificates of obligation issued for such purposes, there is hereby levied and ordered to be assessed and collected for the year 2022 and for each year thereafter until it be otherwise provided and ordained, on all property situated within the limits of the City of Los Fresnos and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.174000 on the one hundred (\$100.00) dollars valuation of such property.

SECTION 4. For the purpose of collecting ad valorem taxes levied and ordered to be assessed and collected for the year 2022, and for each year thereafter until it be otherwise provided and ordained, payment shall become due on the first day of October of the year for which the levy is made and may be paid up to and including the following January 31<sup>st</sup>, without penalty, and discounts shall be allowed on said taxes if paid as follows, to wit:

- (1) Three percent (3%) if payment is received in the month of October; and
- (2) Two percent (2%) if payment is received in the month of November; and
- (3) One percent (1%) if payment is received in the month of December; and
- (4) Gross amount without penalty is due in the month of January; and

If not paid before February 1, 2023 said taxes shall become delinquent and the following penalty shall be payable thereon, to wit:

	<b>PENALTY</b>	<u>INTEREST</u>	<u>TOTAL</u>
February 1	6%	1%	7%
March 1	7%	2%	9%
April 1	8%	3%	11%
May 1	9%	4%	13%
June 1	10%	5%	15%
July 1	12%	6%	18%
Each month thereafter		+1%	+1%

From February 1, 2023 delinquent tax accrues interest at a rate of one percent for each month or portion of a month the tax remains unpaid. Attorney fees may accrue as provided by law.

SECTION 5. The unpaid taxes on all years prior to 2022 shall continue to be delinquent as of February 1<sup>st</sup> of the year next succeeding the year for which such taxes were levied and assessed and shall be subject to penalty and interest as governed by Section 33.01, Texas Property Tax Laws, Annotated 1982.

SECTION 6. This Ordinance shall become effective immediately upon its passage.			
INTRODUCED and APPROVED on the first reading this 6 <sup>th</sup> day of September, 2022.			
APPROVED and PASSED on the second reading this the 13th day of September, 2022.			
	CITY OF LOS FRESNOS		
ATTEST:	Alejandro Flores, Mayor		
Jacqueline Moya, City Secretary			

#### 2022 Property Tax Rates in CITY OF LOS FRESNOS

This notice concerns the 2022 property tax rates for CITY OF LOS FRESNOS. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's no-new-revenue tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's voter-approval tax rate is the highest tax rate the taxing unit can set holding an election. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

#### Last year's tax rate:

Last year's operating taxes	\$1,581,009.61
Last year's debt taxes	\$584,549.53
Last year's total taxes	\$2,165,559.13
Last year's tax base	\$291,262,400
Last year's total tax rate	\$0.715000/\$100

#### This year's no-new-revenue tax rate:

Last year's adjusted taxes \$1,212,945
(after subtracting taxes on lost property)

÷ This year's adjusted tax base \$258,587,891
(after subtracting value of new property)

\$0.673087/\$100

=This year's no-new-revenue tax rate (This is the maximum rate the City can propose unless it publishes a notice and holds a public hearing)

#### This year's voter-approval tax rate:

Last year's adjusted operating taxes \$1,740,523

(after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)

This year's adjusted tax base
 \$258,587,891
 This year's voter-approval operating tax rate:
 \$0.780013/\$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100
 \$100

(This is the maximum rate the City can adopt without and election for voter approval)

#### Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

**Type of Property Tax Fund**General Fund Unencumbered funds

**Balance** 2,399,421

#### Schedule B - 2022 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Paid from Property Taxes	Other Amounts to be Paid	<b>Total Payment</b>
Series 2005 Comb Tax	145,000	13,590	0	158,590
Series 2014 Comb Tax	150,000	93,713	0	243,713
Series 2017 Comb Tax	235,000	117,363	0	352,363
Series 2018 Comb Tax	145,000	11,061	0	156,061

Total required for 2022 debt service	\$910,727
- Amount (if any) paid from Schedule A	\$0
- Amount (if any) paid from other resources	\$323,523
- Excess collections last year	\$0
= Total to be paid from taxes in 2022	\$587,204
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2022	\$0
= Total debt levy	\$587,204

#### Schedule C - Expected Revenue from Additional Sales Tax

In calculating its no-new-revenue tax and voter-approval, the unit estimated that it will receive \$518,583 in additional sales and use tax revenues.

This notice contains a summary of actual no-new-revenue and voter-approval k tax rates' calculations. You can inspect a copy of the full calculations at 835 E Levee (1st Floor)

BROWNSVILLE TX 78520.

Name of person preparing this notice: Pablo A. Garza

Title: Director of Finance Date Prepared: 08/02/2022

#### **City Council**

520 E Ocean Blvd. Los Fresnos, TX 78566

#### **SCHEDULED**

**ACTION ITEM (ID # 4576)** 

Meeting: 09/06/22 06:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Jacqueline Moya

Initiator: Mark Milum Sponsors:

DOC ID: 4576 A

# Consideration and ACTION to increase dumpster garbage rates and update the fee schedule with approved fees.

According to the contract, Republic Services is able to increase rates on an annual basis according to the CPI index net % change. During contract negotiations we capped the increase at 4% so it could not be huge increases from year to year. The increase this year is 3.83% so they will increase the cost to the city. The totals for the garbage carts for both residential and commercial are below the \$20 we charge our residents and commercial accounts so we are proposing to keep the amount the same. It will decrease our revenue by \$0.69 per cart per month for residential carts and it will decrease our revenue by \$0.73 per cart for commercial carts. We have projected this into the budget already. The 3.83% increase is reflected in this increase for dumpsters only. As you can see we only mark them up \$20 for handling so on the larger containers we have no choice except to increase them since the cost would be more than we are charging. We are simply passing the increase to the commercial dumpster user. The City will still only make \$20. The attachments show the increases and the calculations.

I recommend approval of the new rates which increase by the same percentage increase (3.83%) we are getting charged.

		Chapter 34-Solid Wa	aste				Chapter 34-Solid	Waste	
34-21	Cart ser				34-21	Cart ser			
		Initial—per cart		20.00			Initial-per cart		20.00
		Each additional service—per ca	rt ( maximum of 3	14.00			Each additional service—per ca	art ( maximum of 3	14.00
		Replacement cart—each	( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	75.00			Replacement cart—each	( )	75.00
			Casters	7.00				Casters	7.00
			Lock Mechanism	5.00				Lock Mechanism	5.00
34-22	Dumpste	er service:			34-22	Dumpst	er service:		
		Two yard volume:					Two yard volume:		
		,	One dumpster-	404.0-			•	One dumpster-	40444
			time per week	101.35				time per week	104.46
			Two	166.80				Two	172.42
			Three	233.57				Three	241.75
			Four	292.33				Four	302.76
			Five	353.78				Five	366.56
			Six	420.56				Six	435.90
			Additional					Additional	
			pickup—each	65.00				pickup—each	65.00
			dumpster					dumpster	
		Three yard volume:					Three yard volume:		
			One dumpster -	116.04				One dumpster -	119.72
			time per week					time per week	
			Two	198.85				Two	205.70
			Three	274.97				Three	284.73
			Four	351.11				Four	363.79
			Five	425.91				Five	441.46
			Six	502.02				Six	520.48
			Additional					Additional	
			pickup—each	75.00				pickup—each	75.00
			dumpster					dumpster	
		Four yard volume:					Four yard volume:		1
			One dumpster -	130.74				One dumpster -	134.98
			time per week					time per week	
			Two	214.87				Two	222.33
			Three	312.38				Three	323.58
			Four	409.87 494.02				Four	424.80
			Five Six					Five Six	512.17 599.54
			Additional	578.16				Additional	399.34
			pickup—each	85.00					85.00
			dumpster	83.00				pickup—each dumpster	65.00
		Six yard volume:	dumpster				Six yard volume:	dumpstei	1
		Six yard volume.	One dumpster -		İ		Six yara volume.	One dumpster -	
			time per week	185.50				time per week	191.84
			Two	311.04	1			Two	322.19
			Three	436.59	1			Three	452.54
			Four	562.13	1			Four	582.89
			Five	687.67				Five	713.24
			Six	813.22				Six	843.6
			Additional					Additional	
			pickup—each	95.00				pickup—each	95.00
			dumpster					dumpster	
		Eight yard volume:					Eight yard volume:		
			One dumpster -	201.52			-	One dumpster -	208.47
			time per week	201.52				time per week	208.47
			Two	343.10				Two	355.47
			Three	484.66				Three	502.46
			Four	626.25				Four	649.47
			Five	767.80				Five	796.44
			Six	909.38				Six	943.44
			Additional					Additional	1
			pickup—each	100.00				pickup—each	100.00
			dumpster		<u> </u>	ļ.,,		dumpster	<u> </u>
		OLD CHARGE TO C	USTOMER				NEW CHARG	E TO CUSTOMER	
						J			



August 23, 2022

Mark W. Milum, City Manager City of Los Fresnos 200 North Brazil Street Los Fresnos, TX 78566

Reference 2022 Consumer Price Index (CPI)

Dear Mr. Milum,

In accordance with the solid waste agreement between the City of Los Fresnos and Republic Services, we hereby submit our comparative statement justifying this notice effective October 1, 2022.

#### 2022-2023 CPI Calculation

Description	Water/Sewer/Trash
2021	256.148
2022	265.952
Index Change	9.804
Net %Change	3.83%
Effective Change @ 100%	3.83%
Effective Rate Increase	3.83%

CPI Cap

#### Residential Rates 2022-2023

4%

Item	Description	Rates
1	Residential Service once/week	\$ 12.00
2	Extra Cart	\$ 7.40
3	Small Commercial once/week - 1 Cart	\$ 12.92
4	Small Commercial once/week - Extra Cart	\$ 7.40
5	Brush Service once/month	\$ 6.81
6	Tires	\$ 0.06

#### Commercial Rates 2022-2023

	_		.010101110							
Container Size		1 x wk	2 x wk		3 x wk	4 x wk	5	x wk	•	3 x wk
2 cubic yard	\$	77.65	\$ 145.61	\$	214.94	\$ 275.95	\$	339.75	\$	409.09
3 cubic yard	\$	92.91	\$ 178.89	\$	257.92	\$ 336.98	\$	414.65	\$	493.67
4 cubic yard	\$	108.17	\$ 195.52	\$	296.77	\$ 397.99	\$	485.36	\$	572.73
6 cubic yard	\$	165.03	\$ 295.38	\$	425.73	\$ 556.08	\$	686.43	\$	816.79
8 cubic yard	\$	181.66	\$ 328.66	\$	475.65	\$ 622.66	\$	769.63	\$	916.63
30 cubic yard		Haul Rate	\$ 262.45	Т	onnage Rate	\$ 39.31		Rental Rate	\$	6.7

If you have any questions please contact me at 956-246-3299.

Rey Carrillo

Manager, Municipal Sales Republic Services, RGV

# DUMPSTER GARBAGE RATES +3.83% PROPOSED INCREASE 10/1/2022

	Base Cost	Brush	Total Cost-City	New Charge to Customer	Old Charge to Customer	Change
Residential Cart	12.00	6.81 (.06 Tire)	18.87	20.00	20.00	
Residential Extra Cart	7.40	0.01 (.00 1110)	7.40	14.00	14.00	
Commercial Cart	12.92	6.81 (.06 Tire)	19.79	20.00	20.00	-
Commercial Extra Cart	7.40	0.01 (.00 1110)	7.40	14.00	14.00	-
Cart Replacement	75.00		75.00	75.00	75.00	
Casters	7.00	-	7.00	7.00	73.00	
Lock Mechanism	5.00		5.00	5.00	5.00	-
2 Yard - 1 Time	77.65	6.81	84.46	104.46	101.35	
2 Yard - 2 Times	145.61	6.81	152.42	172.42	166.80	3.11 5.62
2 Yard - 3 Times	214.94	6.81	221.75	241.75	233.57	
2 Yard - 4 Times	275.95	6.81	282.76	302.76	292.33	8.18
2 Yard - 5 Times	339.75	6.81	346.56	366.56	353.78	10.43 12.78
2 Yard - 6 Times	409.09	6.81	415.90	435.90	420.56	15.34
2 Yard - Additional	45.00	0.01	45.00	65.00	65.00	10.34
3 Yard - 1 Time	92.91	6.81	99.72	119.72	116.04	3.68
3 Yard - 2 Times	178.89	6.81	185.70	205.70	198.85	6.85
3 Yard - 3 Times	257.92	6.81	264.73	284.73	274.97	9.76
3 Yard - 4 Times	336.98	6.81	343.79	363.79	351.11	12.68
3 Yard - 5 Times	414.65	6.81	421.46	441.46	425.91	15.55
3 Yard - 6 Times	493.67	6.81	500.48	520.48	502.02	18.46
3 Yard - Additional	55.00	0.01	55.00	75.00	75.00	10.40
4 Yard - 1 Time	108.17	6.81	114.98	134.98	130.74	4.24
4 Yard - 2 Times	195.52	6.81	202.33	222.33	214.87	7.46
4 Yard - 3 Times	296.77	6.81	303.58	323.58	312.38	11.20
4 Yard - 4 Times	397.99	6.81	404.80	424.80	409.87	14.93
4 Yard - 5 Times	485.36	6.81	492.17	512.17	494.02	18.15
4 Yard - 6 Times	572.73	6.81	579.54	599.54	578.16	21.38
4 Yard - Additional	65.00	0.01	65.00	85.00	85.00	- 21.30
6 Yard - 1 Time	165.03	6.81	171.84	191.84	185.50	6.34
6 Yard - 2 Times	295.38	6.81	302.19	322.19	311.04	11.15
6 Yard - 3 Times	425.73	6.81	432.54	452.54	436.59	15.95
6 Yard - 4 Times	556.08	6.81	562.89	582.89	562.13	20.76
6 Yard - 5 Times	686.43	6.81	693.24	713.24	687.67	25.57
6 Tard - 6 Times	816.79	6.81	823.60	843.60	813.22	30.38
6 Yard - Additional	75.00	0.01	75.00	95.00	95.00	- 30.30
8 Yard - 1 Time	181.66	6.81	188.47	208.47	201.52	6.95
8 Yard - 2 Times	328.66	6.81	335.47	355.47	343.10	12.37
8 Yard - 3 Times	475.65	6.81	482.46	502.46	484.66	17.80
8 Yard - 4 Times	622.66	6.81	629.47	649.47	626.25	23.22
8 Yard - 5 Times	769.63	6.81	776.44	796.44	767.80	28.64
8 Yard - 6 Times	916.63	6.81	923.44	943.44	909.38	34.06
8 Yard - Additional	80.00	0.01	80.00	100.00	100.00	- 34.00
30 Yard	33.00	Haul Rate \$		Rate \$39.31, Rental Rate \$		

# GARBAGE RATES 10/1/2022

	Base Cost	Brush	Total Cost To City	Charge to Customer	PROFIT
Residential Cart Service	12.00	6.81 (.06 Tire)	18.87	20.00	1.13
Residential Extra Cart	7.40	- 1	7.20	14.00	6.80
Commercial Cart Service	12.92	6.81 (.06 Tire)	19.79	20.00	0.21
Commercial Extra Cart	7.40	-	7.20	14.00	6.80
Cart Replacement	75.00	-	75.00	75.00	-
Casters	7.00	-	7.00	7.00	-
Lock Mechanism	5.00	-	5.00	5.00	
2 Yard - 1 Time	77.65	6.81	84.46	104.46	20.00
2 Yard - 2 Times	145.61	6.81	152.42	172.42	20.00
2 Yard - 3 Times	214.94	6.81	221.75	241.75	20.00
2 Yard - 4 Times	275.95	6.81	282.76	302.76	20.00
2 Yard - 5 Times	339.75	6.81	346.56	366.56	20.00
2 Yard - 6 Times	409.09	6.81	415.90	435.90	20.00
2 Yard - Additional	45.00		45.00	65.00	20.00
3 Yard - 1 Time	92.91	6.81	99.72	119.72	20.00
3 Yard - 2 Times	178.89	6.81	185.70	205.70	20.00
3 Yard - 3 Times	257.92	6.81	264.73	284.73	20.00
3 Yard - 4 Times	336.98	6.81	343.79	363.79	20.00
3 Yard - 5 Times	414.65	6.81	421.46	441.46	20.00
3 Yard - 6 Times	493.67	6.81	500.48	520.48	20.00
3 Yard - Additional	55.00		55.00	75.00	20.00
4 Yard - 1 Time	108.17	6.81	114.98	134.98	20.00
4 Yard - 2 Times	195.52	6.81	202.33	222.33	20.00
4 Yard - 3 Times	296.77	6.81	303.58	323.58	20.00
4 Yard - 4 Times	397.99	6.81	404.80	424.80	20.00
4 Yard - 5 Times	485.36	6.81	492.17	512.17	20.00
4 Yard - 6 Times	572.73	6.81	579.54	599.54	20.00
4 Yard - Additional	65.00		65.00	85.00	20.00
6 Yard - 1 Time	165.03	6.81	171.84	191.84	20.00
6 Yard - 2 Times	295.38	6.81	302.19	322.19	20.00
6 Yard - 3 Times	425.73	6.81	432.54	452.54	20.00
6 Yard - 4 Times	556.08	6.81	562.89	582.89	20.00
6 Yard - 5 Times	686.43	6.81	693.24	713.24	20.00
6 Tard - 6 Times	816.79	6.81	823.60	843.60	20.00
6 Yard - Additional	75.00		75.00	95.00	20.00
8 Yard - 1 Time	181.66	6.81	188.47	208.47	20.00
8 Yard - 2 Times	328.66	6.81	335.47	355.47	20.00
8 Yard - 3 Times	475.65	6.81	482.46	502.46	20.00
8 Yard - 4 Times	622.66	6.81	629.47	649.47	20.00
8 Yard - 5 Times	769.63	6.81	776.44	796.44	20.00
8 Yard - 6 Times	916.63	6.81	923.44	943.44	20.00
8 Yard - Additional	80.00		80.00	100.00	20.00
30 Yard	Haul	Rate \$252.77, Tonna	ge Rate \$37.86, Rent	al Rate \$6.48, Plus \$20	

#### **City Council**

520 E Ocean Blvd. Los Fresnos, TX 78566

#### SCHEDULED

Meeting: 09/06/22 06:00 PM
Department: City Secretary
Category: Projects
Prepared By: Jacqueline Moya
Initiator: Jacqueline Moya
Sponsors:

DOC ID: 4573 A

#### **ACTION ITEM (ID # 4573)**

# Consideration and ACTION to approve a sidewalk plan for the areas of the city that do not have sidewalks.

The question has come up as to why we don't include sidewalks when redoing streets in the original part of the city. Those areas did not require sidewalks until the early 2000's. All new subdivisions and developments require sidewalks. In the past we have not included sidewalks since it cost \$10,000 to \$15,000 per block to place a sidewalk on one side of the street. This would be extremely expensive. I have analyzed the city and propose to designate streets that would include a sidewalk when redone. This would allow there to be a sidewalk within a block or 2 of every home to help on safety. Over the years we would have them done. With the ones I have hilighted it would be about \$380,000 to \$570,000. As residents ask, we can provide them this information.

I recommend approval.

Updated: 8/29/2022 5:13 PM by Mark Milum A



#### **City Council**

520 E Ocean Blvd. Los Fresnos, TX 78566

#### SCHEDULED

Meeting: 09/06/22 06:00 PM Department: City Secretary Category: Agreement Prepared By: Jacqueline Moya Initiator: Jacqueline Moya

Sponsors: DOC ID: 4560

#### **ACTION ITEM (ID # 4560)**

# Consideration and ACTION to elect a member for Place 6, 7, 8 & 9 of the Board of Trustees Election for the Texas Municipal League Intergovernmental Risk Pool.

The enclosed information is the election for those to serve for the insurance board through TML. Each has a brief write up of those wiling to serve. The Council needs to agree upon the candidate for each place.

Updated: 8/29/2022 2:39 PM by Jacqueline Moya

# **OFFICIAL BALLOT**

# Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6-9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.

Allison Heyward. Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.
<b>Kimberly Meismer</b> . Assistant City Manager for the City of Kerrville (Region 7). Ms. Meismer has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

Mary Dennis (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
James A. Douglas, Ph.D. City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
Rebecca (Becky) Haas. Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
James Hotopp. City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

#### WRITE IN CANDIDATE:

	Chris Coffman. City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
	<b>Brett Haney.</b> City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
	Mike Land. City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainsville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
	Marian Mendoza. City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
	<b>Louis R. Rigby.</b> Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.
/ <b>D T</b>	FE IN CANDIDATE.

WRITE IN CANDIDATE:

Barry Beard. Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
Stephanie Fisher. Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
Carl Joiner. Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
<b>Opal Mauldin-Jones</b> (Incumbent). City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
William Linn. City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

# **Certificate**

body of the public entity na	med below.	ccordance with the will of the maj	ority of the governing
Witness my hand, this	day of	, 2022.	
Signature of Authorized Official		Title	
Printed Name of Authorized	l Official		
Printed Name of Political Fr	ntity		