

**SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1**

**NOVEMBER 11, 2020**

**MINUTES**

**STATE OF TEXAS  
COUNTY OF BEXAR**

The Board of Directors of the San Antonio Municipal Utility District No. 1 convened in Regular Session, open to the public and pursuant to Notice duly given at 6:30 p.m., at 16450 Wildlake Blvd, Helotes, Texas 78023, on the 11th day of November 2020, with the following member's present to-wit:

Robert Kuhn, President  
Zulema Fuentes-Real, Vice President  
Bill Burn, Treasurer  
Dale Ferguson, Secretary  
Max Hooti, Assistant Secretary

and no members absent, thus constituting a quorum. Also present were Debra Conkle, Office Manager, Julie Zapata, John Bartholmae and Ty Matthews, San Antonio Ranch residents.

President Kuhn called the meeting to order and announced that the first item of business would be:

**I. CONSENT AGENDA:**

- 1. REVIEW AND APPROVAL OF THE MINUTES OF THE MEETINGS HELD OCTOBER 14, 2020**
- 2. REPORT CONCERNING SEPTEMBER 2020 TAX COLLECTIONS**
- 3. REVIEW AND APPROVAL OF ACCOUNT BALANCES/BILLINGS INCURRED AND AUTHORIZATION OF EXPENDITURES**

Director Burn moved that the Board approve the items within the consent agenda as follows. Director Ferguson seconded the motion, which passed by unanimous vote of the Directors present.

**II. STATUS REPORTS:**

**II. (A.) DISCUSSION REGARDING 2020/2021 PROJECTS/PLANS**

There were no projects/plans to discuss at this time, however it was suggested that replacement of fence boards along Ranch Parkway be added to the next regular meeting agenda.

**II. (B.) DISCUSSION REGARDING MAINTENANCE AND APPEARANCE OF DISTRICT PROPERTY**

- 1. PROPERTY MAINTENANCE**
- 2. UNLAWFUL DUMPING**

The Board was informed that the Apacheria street sign is missing and there had been some dumping. The yucca plant in the middle of the front acreage needs to be propped up. Mrs. Bartholmae cleaned up the end of Ranch Parkway. President Kuhn will call the County to install a Conservation Easement Sign.

**SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1**

**OCTOBER 14, 2020**

**MINUTES**

**STATE OF TEXAS  
COUNTY OF BEXAR**

The Board of Directors of the San Antonio Municipal Utility District No. 1 convened in Regular Session, open to the public and pursuant to Notice duly given at 6:30 p.m., at 16450 Wildlake Blvd, Helotes, Texas 78023, on the 14th day of October 2020, with the following member's present to-with:

Robert Kuhn, President  
Zulema Fuentes-Real, Vice President  
Max Hooti, Assistant Secretary

and Bill Burn and Dale Ferguson absent, thus constituting a quorum. Also present were Debra Conkle, Office Manager, Jim Berbiglia, Mike and Shauna Duff, Adrienne Boulton, John Bartholamu and Craig Hall, San Antonio Ranch residents.

Jim Berbiglia announced that he objected to those in attendance that were not wearing masks even though social distancing was being observed. After a brief conversation, everyone put on their masks.

President Kuhn called the meeting to order and announced that the first item of business would be:

- I. CONSENT AGENDA:**
- 1. REVIEW AND APPROVAL OF THE MINUTES OF THE MEETINGS HELD SEPTEMBER 9, 2020**
  - 2. REPORT CONCERNING AUGUST 2020 TAX COLLECTIONS**
  - 3. REVIEW AND APPROVAL OF ACCOUNT BALANCES/BILLINGS INCURRED AND AUTHORIZATION OF EXPENDITURES**

Director Fuentes-Real moved that the Board approve the items within the consent agenda as follows. Director Hooti seconded the motion, which passed by unanimous vote of the Directors present.

- II. STATUS REPORTS:**
- II. (A.) DISCUSSION REGARDING 2020/2021 PROJECTS/PLANS**
- There were no projects/plans to discuss at this time.

S.A. MUD#1  
10-14-2020

**II. (B.) DISCUSSION REGARDING MAINTENANCE AND APPEARANCE OF DISTRICT PROPERTY**

- 1. PROPERTY MAINTENANCE**
- 2. UNLAWFUL DUMPING**

The Board was informed that two dead trees had been removed at the tennis courts, there was only one mowing this month and there was no unlawful dumping.

**II. (C.) DISCUSSION REGARDING BUILDING MAINTENANCE**

It was noted that the building would be pressure washed in the near future.

**II. (D.) BRIEFING REGARDING DISTRICT INSURANCE STATUS**

**II. (E.) DISCUSSION REGARDING REQUESTS FOR USE OF THE MUD BUILDING**

**II. (F.) SECURITY - GENERAL**

**II. (G.) PUBLIC RELATIONS**

There was no new information to report on these items, except that the Bexar County Elections department will be using the building on November 3, 2020 for a General Election.

**III. UNFINISHED BUSINESS**

**(A.) REMINDER THAT TRANSFER/LEASE DOCUMENTS FOR TENNIS COURTS, LOT 91, BLOCK 2, UNIT 1, SAN ANTONIO RANCH SUBDIVISION AND MUD BUILDING AND SURROUNDING PROPERTY FROM SA MUD #1 TO SAR HOA ARE AVAILABLE UPON HELOTES ANNEXATION.**

President Kuhn stated that this item is on hold at this time.

**III. (B.) DISCUSSION AND POSSIBLE ACTION REGARDING THE HACA PETITIONING THE CITY OF HELOTES FOR FUTURE ANNEXATION**

There was no new information to report on this item currently.

**IV. (A.) REVIEW, DISCUSSION AND POSSIBLE ACTION REGARDING SELECTION OF NEW LEGAL COUNSEL**

Three proposals were presented for the Board's review. A brief discussion was held, and each proposal was discussed. It was the consensus of the Board to select Denton, Navarro, Rocha, Bernal & Zech, P.C., however it was decided to wait until a full board was present to make it official.

S.A. MUD#1  
10-14-2020

**IV. (B.) DISCUSSION AND POSSIBLE ACTION REGARDING INCREASE IN DIRECTOR SALARIES**

Debra Conkle stated that Director Burn has requested that this item be added to the agenda. It was the consensus to defer discussion until the next regular meeting of the Board.

**IV. (C.) DISCUSSION AND NECESSARY ACTION REGARDING CITIZEN'S CONCERNS AND CUSTOMER CORRESPONDENCE**

The Board was informed that the Homeowner's Association is willing to help the Board with whatever may be needed. It was also noted that a committee had been formed to provide a smooth transition once the bonds are paid and the MUD is dissolved. That committee consists of Robert Kuhn, Max Hooti and Craig Lauderdale.

It was noted that another pickeball set was ordered today and the residents are enjoying the court.

The Board that Jim Berbiglia and Mike and Shauna Duff for taking care of responsibilities at the tennis courts.

There being no further business, the meeting was adjourned at 6:57 pm.

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Robert L. Kuhn, President  
San Antonio Municipal Utility District No. 1

ATTEST:

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Max Hooti, Assistant Secretary  
San Antonio Municipal Utility District No. 1

(seal)

TAX COLLECTIONS  
DISTRIBUTION

DEPOSITS: 10/15/2020 \$249.81

DATE: 10/14/2020 September 2020 Tax Collections

\$249.81

RECEIVED:	TAX	P&I	ATT FEE	OTHER	TOTAL COLLECTIONS	LESS ATTORNEY FEE	BALANCE	REFUNDS/TAX ASSESSOR FEE	BALANCE	REMITTED
Y1998	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y1999	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2000	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2001	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2002	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2003	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2004	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2005	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2006	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2007	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2008	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2009	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2010	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2011	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2012	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2013	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2014	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2015	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2016	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2017	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2018	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Y2019	\$224.59	\$25.22	\$0.00		\$249.81		\$249.81		\$249.81	
<b>TOTAL</b>	<b>\$224.59</b>	<b>\$25.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$249.81</b>	<b>\$0.00</b>	<b>\$249.81</b>	<b>\$0.00</b>	<b>\$249.81</b>	<b>\$249.81</b>

YEAR	MAINT. TAX	P&I	ATT FEE	LESS FEE/REFUND	D S TAX	P&I	ATT FEE	LESS FEE/REFUND	TOTAL
Y1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Y2019	\$152.54	\$17.13	\$0.00	\$0.00	\$72.05	\$8.09	\$0.00	\$0.00	\$249.81
<b>TOTAL</b>	<b>\$152.54</b>	<b>\$17.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72.05</b>	<b>\$8.09</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$249.81</b>

TOTAL AMT DUE GOF	\$169.67	TOTAL AMT DUE DSF	\$80.14		\$249.81
LESS: ATTORNEY FEE		LESS: ATTORNEY FEE			\$0.00
LESS: TAX ASSESSOR FEE		LESS: TAX ASSESSOR FEE			\$0.00
LESS: REFUNDS/REVERSALS		LESS: REFUNDS/REVERSALS			\$0.00
AMT FOR GOF DEPOSIT:	\$169.67	AMT FOR DSF DEPOSIT:	\$80.14	TOTAL =	\$249.81
					\$249.81

**SAN ANTONIO MUNICIPAL UTILITY DISTRICT #1  
 REPORT OF OPERATIONS  
 11/11/2020**

**REVENUES**

**Collections this period (Maint. Tax) 9/20 \$169.67**

**Miscellaneous Revenue:**

**TOTAL REVENUE THIS PERIOD \$169.67**

**EXPENSES**

**Auditing \$1,183.75**

**Waste Management \$4,528.70**

**AT & T Mobility \$62.95**

**AT & T U-Verse \$79.19**

**CITY PUBLIC SERVICE:**

**# 2096723016 SA MUD OFFICE \$50.15**

**SAN ANTONIO WATER SYSTEMS:**

**# 0514993248891 SA MUD OFFICE \$34.64**

**DIRECTORS FEES:**

**B. BURN 11/11/2020 \$1.00**

**R. KUHN \$1.00**

**Z. FUENTES-REAL \$1.00**

**D. FERGUSON \$1.00**

**M. HOOTI \$1.00**

**PROPERTY MAINTENANCE \$0.00**

**LEGAL FEES \$5,902.54**

**INSURANCE \$0.00**

**OFFICE MANAGER \$1,768.46 \*\*\*\***

**PETTY CASH \$0.00**

**MISCELLANEOUS: \$0.00**

**City Public Service - Street Light \$22.96**

**IRS Payroll Deposit September 2020 \$384.81**

**Darla Harlos - Office Cleaning - November \$100.00**

**TOTAL EXPENSES FOR THIS PERIOD: \$14,123.15**

**REVENUES MINUS EXPENSES THIS PERIOD (\$13,953.48)**

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 REPORT OF OPERATIONS  
 NOTES, TRANSFERS AND DEBT SERVICE EXPENDITURES  
 11/11/2020

NOTES:

\*\* Previously Paid

\*\*\* Pending Invoice

\*\*\*\* Previously Approved

TAX CLEARING AND FUND TRANSFERS:

FROM	TO		AMOUNT
1. FROST CLEARING	FROST OPERATING	check	\$169.67
2. FROST CLEARING	TEX POOL OPERATING	WIRE	
3. FROST CLEARING	TEX POOL DEBT SERVI	WIRE	\$80.14
4. TEX POOL OPERATING	FROST OPERATING	WIRE	
5. FROST CLEARING	TEX POOL CLEARING	WIRE	
5. FROST CLEARING	TEX POOL DEBT SERVI	WIRE	
6. FROST DEBT SERVICE	TEX POOL DEBT SERVI	WIRE	
7. TEX POOL CLEARING	TEX POOL OPERATING	WIRE	
8. TEX POOL CLEARING	TEX POOL DEBT SERVI	WIRE	
9. FROST OPERATING	TEX POOL OPERATING	WIRE	
10. TEX POOL DEBT SERVICE	FROST DEBT SERVICE	WIRE	
TOTAL TAX CLEARING & FUND TRANSFERS			----- \$249.81

DEBT SERVICE EXPENDITURES:

Total Debt Service Expenditures	----- \$0.00
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**S.A. MUD#1**  
**11-11-2020**

**II. (C.) DISCUSSION REGARDING BUILDING MAINTENANCE**

It was noted that the building would be pressure washed in the near future.

**II. (D.) BRIEFING REGARDING DISTRICT INSURANCE STATUS**

Director Fuentes-Real stated that she had just received the annual notebook and would follow up at the next regular meeting of the Board.

**II. (E.) DISCUSSION REGARDING REQUESTS FOR USE OF THE MUD BUILDING**

**II. (F.) SECURITY - GENERAL**

**II. (G.) PUBLIC RELATIONS**

There was no new information to report on these items at this time.

**III. UNFINISHED BUSINESS**

**(A.) REMINDER THAT TRANSFER/LEASE DOCUMENTS FOR TENNIS COURTS, LOT 91, BLOCK 2, UNIT 1, SAN ANTONIO RANCH SUBDIVISION AND MUD BUILDING AND SURROUNDING PROPERTY FROM SA MUD #1 TO SAR HOA ARE AVAILABLE UPON HELOTES ANNEXATION.**

President Kuhn stated that this item is on hold at this time.

**III. (B.) DISCUSSION AND POSSIBLE ACTION REGARDING THE HACA PETITIONING THE CITY OF HELOTES FOR FUTURE ANNEXATION**

There was no new information to report on this item currently.

**IV. (A.) REVIEW, DISCUSSION AND POSSIBLE ACTION REGARDING SELECTION OF NEW LEGAL COUNSEL**

Three proposals were presented for the Board's review at the last regular meeting. At that time each proposal was discussed and it was the consensus of the Board to select Denton, Navarro, Rocha, Bernal & Zech, P.C.. President Kuhn informed Directors Burn and Ferguson that the firm selected has a lower cost rate, more experience with Municipal Utility Districts and no conflict of interest. A brief discussion was held, and Director Hooti moved that the Board accept the proposal as follows. Director Ferguson seconded the motion, which passed by unanimous vote of the Directors present.



San Antonio | Austin | Rio Grande Valley | Texas Gulf Coast  
2517 N. Main Avenue | San Antonio, Texas 78212-4685  
V 210-227-3243 | F 210-225-4481

October 5, 2020

Norton Rose Fulbright  
Attn: W. Jeffrey Kuhn, Partner  
Frost Tower  
111 W. Houston Street, Suite 1800  
San Antonio, TX 78205

Re: Response to Request for Qualifications to serve as General Counsel

Dear Mr. Kuhn:

Denton Navarro Rocha Bernal & Zech, P.C. is pleased to submit this Response to the Request for Qualifications for General Counsel services to the San Antonio Municipal Utility District No. 1.

Our Firm focuses its practice on the representation of local governments and providing legal services in all areas of local government law, including, but not limited to labor and employment law, elections, assisting with setting local tax rates, utility services, open government, economic development issues, annexation, land use and other government issues as more fully described in our response.

You may call (210) 227-3243, email [tdsantee@rampagelaw.com](mailto:tdsantee@rampagelaw.com), or write to 2517 N. Main Avenue, San Antonio, TX 78212 for any questions you may have about our response.

Sincerely yours,

DENTON NAVARRO ROCHA BERNAL & ZECH  
A Professional Corporation



T. DANIEL SANTEE

Cc: Debra Conkle, District Manager  
Email: [dconkle@prodigy.net](mailto:dconkle@prodigy.net)



**RESPONSE TO REQUEST FOR QUALIFICATIONS**  
**GENERAL COUNSEL SERVICES**

**Submitted by**

**Charles E. Zech, Partner/Shareholder**  
**T. Daniel Santee, Partner**  
**Clarissa M. Rodriguez, Partner**

**San Antonio Office**  
2517 North Main Avenue  
San Antonio, Texas 78212-4685  
Phone (210) 227-3243  
Fax (210) 225-4481

**Rio Grande Valley Office**  
701 East Harrison  
Suite 100  
Harlingen, Texas 78550-9165  
Phone (956) 421-4904  
Fax (956) 421-3621

**Austin Office**  
2500 W William Cannon Drive  
Suite 609  
Austin, Texas 78745-5320  
Phone (512) 279-6431  
Fax (512) 279 6438

**Texas Gulf Coast**  
2228 Mechanic Street  
Suite 304  
Galveston, TX 77550  
Phone (832) 632-2102  
Fax (832) 632-2134

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- F. FEE SCHEDULE**
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**A. ABOUT US**

Denton Navarro Rocha Bernal & Zech, P.C. (the “Firm”) is a Texas based Firm. The Firm has been providing legal services to local government entities for over 30 years. The Firm is a professional corporation incorporated in June 1990, established by Lowell F. Denton. The Firm’s mission statement, from its inception, is to maintain a public law practice which provides local governmental entities, its officials and employees, with the highest quality legal services at competitive rates in its city attorney, general council and litigation defense areas of practice.

The Firm employs 18 attorneys, with its four offices strategically located to serve communities throughout the entire State of Texas. The Firm is owned by four principals/shareholders:

Lowell Denton – San Antonio/Texas Gulf Coast  
Ricardo Navarro – Rio Grande Valley  
Patrick Bernal – San Antonio  
Charles E. Zech – Austin

The Firm has four office locations. They are:

San Antonio Office:  
2517 N. Main Avenue  
San Antonio, Texas 78212  
(210) 227-3243

Rio Grande Valley Office:  
701 East Harrison, Suite 100  
Harlingen, Texas 78550  
(956) 421-4904

Austin Office:  
2500 W. William Cannon Drive, Suite 609  
Austin, Texas 78745  
(512) 279-6431

Texas Gulf Coast:  
2228 Mechanic Street, Suite 304  
Galveston, TX 77550  
(832) 632-2102

The work for the San Antonio Municipal Utility District No. 1 (the “District”) will be performed out of our San Antonio Office. Support from the other offices may be utilized if necessary.

## B. PROPOSED TEAM

We propose that the District retain the Firm as its General Counsel. T. Daniel Santee will serve as the supervising partner, with Clarissa M. Rodriguez and Adolfo Ruiz providing assistance. The remainder of the attorneys in our Firm will help as needed to ensure coverage and effectively implement our collaborative approach to provide the District with the most efficient representation.



**T. Daniel Santee, II** is a Partner. Mr. Santee earned his Bachelor of Arts-Psychology from Baylor University in 1991, and his Juris Doctor from St. Mary's University School of Law in 1994. He was admitted to the State Bar of Texas in 1995. He has 25 years of legal experience, 23 years of municipal legal experience and 21 years economic development legal experience. He is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecution, with expertise in land use, ordinance and code provisions, and economic development performance agreements. Mr. Santee is admitted to practice before the United States District Court Northern District of Texas. He holds merit certification for distinguished service in municipal law.



**Clarissa M. Rodriguez** is a Partner. Ms. Rodriguez earned her Bachelor of Arts in Speech Communication from Texas A&M University in 1998, her Master of Public Administration from the University of Texas at San Antonio in 2001, and her Juris Doctor from Drake University School of Law in 2006. She was admitted to the State Bar of Texas in 2006. She has 14 years of legal experience and 12 years of municipal and economic development legal experience. Ms. Rodriguez is experienced in local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecution, with expertise in civil litigation, employment issues, ordinance drafting, land use, municipal infrastructure issues, premises liability, personal injury, and constitutional issues. Ms. Rodriguez is admitted to practice before the United States District Court, Southern District of Texas, the United States District Court, Western District of Texas, and the Fifth Circuit Court of Appeals.



**Adolfo Ruiz** is a Senior Associate. Mr. Ruiz earned both a Bachelor of Arts in Government in 1980 and a Juris Doctor in 1983 from the University of Texas at Austin. He was admitted by the State Bar of Texas in 1984. Mr. Ruiz has 36 years of legal experience and 32 years of municipal legal experience. He is experienced in civil litigation and local government and municipal law, Texas Public Information Act, Open Meetings Act, ordinance and resolutions drafting, and municipal prosecution, with expertise in with expertise in water rights. Mr. Ruiz is admitted to practice before the United States District Court, Western, Eastern, Northern, and Southern Districts of Texas; United States Court of Appeals for the Fifth Circuit; and United States Supreme Court.

## C. OVERAL QUALIFICATIONS AND EXPERIENCE

The Firm provides legal advice and assistance to local governments, their employees and public officials in just about every conceivable area of activity. Our experience and abilities often place the Firm in a position to provide prompt and thorough responses to initial inquiries to assist in the recognition of potential liabilities and the reduction of risk associated with the operation of a Texas local government in today's legal environment.

Because our law Firm is focused on representing governmental entities, their officials and employees, we believe we have comprehensive understanding of administrative and regulatory law fields relevant to the scope of work.

To that extent, we provide the following general overview of our expertise in municipal law:

- 1. Utilities:** Various attorneys in the Firm have routinely advised cities on legal issues related to municipal utilities. Mr. Santee routinely advised the City of Abilene on municipal utility issues. Lawyers in the Firm have negotiated multiple water contracts in the purchase and lease of water rights and negotiations with the deployment of the small cell ordinance regulations. In its capacity of City Attorney for the City of Schertz, the Firm plays an important role in the Schertz Seguin Local Government Corporation, which was specifically created for the purpose of water acquisition and distribution for its community. Mr. Ruiz was the general counsel of a public utility where he managed various sales of real properties and water systems. He also briefed District staff and the Board regarding legal questions and factual issues concerning the acquisition and disposition of real and personal property. Mr. Ruiz drafted, reviewed and negotiated water purchase agreements and purchase and sale agreements. Mr. Ruiz represented the Cities of Taft and Gregory along with the Seaboard WSC at the PUC and SOAH regarding a CCN amendment filed by an adjoining WSC.
- 2. Election Procedures:** Municipal elections involve general and special elections, which may include referendums. The Firm has assisted with legal guidance on regular general elections and cancellations, if necessary. In the event there is a need for a referendum, the Firm has experience in assisting with the language for such referendums and ballot language. Working with the City Secretary is key in ensuring the elections are efficient and done properly for the City. The Firm also has experience in advising governmental entities regarding legal implications for initiatives and referendums prior to and post elections. The Firm has advised and consulted the City in a number of election issues to include residency and other eligibility questions.
- 3. Annexation:** The Firm assists with annexation, both in the annexation process as well as defending lawsuits brought by property owners challenging annexations. Our Firm, led by Mr. Bernal, was successful in striking down an unconstitutional

state law which would have prevented the City of San Antonio from annexing certain portions of its IH- 10 corridor. Mr. Zech, in his role as City Attorney, was personally involved in the first lawsuit brought under the new annexation regulations in 2001 which resulted in a successful mediation of said suit.

4. **Bidding and Procurement:** The Firm has a depth of experience in advising and presenting at conferences on all aspects of bidding and procurement. Attorneys Dan Santee has recently presented on this area of law and best practices for the variety of options available. Additionally, Attorney Megan Santee served as a Director of Public Works who dealt with bidding and procurement for large scale projects with insight and the same perspective as your employees.
5. **Real Estate Matters/Land Use:** Various members of DNRB&Z have extensive experience with platting and zoning, including representing City Councils and Planning and Zoning Commissions, as well as Boards of Adjustment. Mr. Santee personally represented the City of Abilene's Planning and Zoning Commission during his 18 years as an attorney for the City. Mr. Zech and Mr. Santee all have over 15 years' experience in representing Zoning Boards of Adjustment. The team also has extensive experience in negotiating sale and purchase of properties in compliance with state law.
6. **Tax Increment Reinvestment Zones (TIRZ):** Mr. Santee was the legal advisor for two TIRZ boards in Abilene, successfully overseeing the wind-down of one and creation of the second. Mr. Zech serves as the advisor for the cities of Pflugerville, Robstown, and Schertz TIRZ Boards. The Firm advises numerous cities on TIRZ related issues and is well equipped to handle any legal matters that might arise in this area.
7. **Zoning and Development:** The Firm has extensive experience with all aspects of zoning and development to include PIDs, MUDs, MDD's as well as Planning and Zoning Commissions. Our attorneys are regular speakers for TML and at the UT Land Use Conference on zoning and development topics and provide training specifically in this area for public officials through the Alamo Area Council of Governments.
8. **Contracts:** The Firm has a depth of experience in the negotiation, drafting and review of numerous types of contracts including economic development agreements, contracts for the sale of goods and services, such as architectural and engineering services, independent contractor agreements and information technology services, franchise agreements, easement and rights-of-way access agreements, real estate purchase/sale agreements, and many others. As the sole in house City Attorney for the City of New Braunfels, and as City Attorney for the City of Abilene, Mr. Zech and Mr. Santee respectfully were involved in every RFP



and RFQ proposal that was solicited, negotiated and drafted for their communities. Mr. Zech and Mr. Santee have all negotiated multiple types of contracts to include construction contracts (including the modification of AIA agreements), contracts for placement of Wi-Fi in a community, airport contracts, hangar agreements and leases, sale of water contracts, franchise agreements for use of streets and other rights-of-way, multitudes of economic development and other development agreements, and routine purchasing and competitive bid negotiations.

9. **Emergency Services Districts:** The Firm has experience with Emergency Services Districts. Mr. Santee has served as general counsel for the Comal County ESD #1 for three years and has helped them with various Interlocal Agreements as well as providing legal opinions on various topics including the safe harbor provisions under the anti-kickback regulations for EMS providers.
10. **Eminent Domain:** The Firm has established uniform procedures for eminent domain procedures. While each situation is different, the Firm has streamlined the condemnation processes and procedures from the negotiation phase to special commissioner proceedings in order to ensure cost efficiency.
11. **Experience with City Councils, Boards and Commissions:** Because the Firm represents only governmental entities, every lawyer in our Firm has experience dealing with City Councils and the various boards and commissions that exist within local government.
12. **Open Government:** Part of a City Attorney's responsibility is assisting Elected and Appointed Officials and their Boards and Commissions with agendas and postings under the Texas Open Meetings Act and the Texas Public Information Act. Our attorneys are very familiar with both Acts and deal with questions from our City Councils and their Boards and Commissions on a daily basis regarding compliance.

The Firm routinely counsels cities on issues relating to the Texas Open Meetings Act and the Texas Public Information Act. Our attorneys and staff are experienced in handling requests for public information, meeting statutory deadlines associated with those requests, and advocating before the Office of the Attorney General. The Firm has developed processes and procedures to streamline and assist clients with efficient legal compliance and responding to these requests.

13. **Ordinances and Resolutions:** All members of DNRB&Z have experience with drafting of ordinances, legislative findings, incorporation of code provisions and codification, including ordinance updates, amendments or creation of new ordinances based on City Council direction and policy decisions. The attorneys have experience in an extensive scope of topics, including but not limited to

sexually oriented business ordinances, budget amendments, zoning ordinances, storm water ordinances, subdivision regulation ordinances, rental property registration and many others. Along with ordinances, the Firm is able to draft Resolutions as directed by Council or as needed for legal compliance, including any as necessary for Interlocal Agreements. The Firm also assists with setting annual tax rates through the necessary Board actions working with the Board and other governmental entities.

14. **Training:** The Firm offers training sessions to our Elected and Appointed Officials on the laws that govern their conduct and impact city operations including conflict of interest statutes, mandatory financial disclosure, open meetings, public information, nepotism, competitive bidding, land use regulations, ethics, legislative updates, etc. These statutes apply specifically to Elected and Appointed Officials and often have civil and criminal penalties. The Firm can also provide general training for City employees and Elected and Appointed Officials on such areas as planning and zoning, personnel matters including sexual harassment, ethics, tax increment financing, economic development, procurement, and other areas affecting governmental entities. The Firm also presents legal training at the Alamo Area Council of Governments Conference for Newly Elected Officials. Additionally, the Firm holds an annual event called HogWild, which is a training seminar for municipal officials and employees, where various municipal topics are presented including annual legislation and case law updates.

**D. CONFLICT OF INTEREST**

The Firm represents the San Antonio Water System on various personal injury matters and litigation, as well in-house investigations as needed. Should a conflict of interest arise, the Firm will fully comply with our ethical obligations under the Texas Disciplinary Rules of Professional Conduct.

**E. CURRENT CLIENT LIST**

<b>Current General Counsel Appointments:</b>	<b>Contact Person:</b>	<b>Phone Number:</b>
Austin Urban Renewal Agency	Sandra Harkins, Project Coordinator	(512) 974-3128
Bandera Central Appraisal District	Shawn D. Davis, Chief Appraiser	(830) 796-3039
Cameron County Civil Service Commission	Anthony Lopez, Civil Service Coordinator	(956) 983-5098
Comal County Emergency Services District #1	Bill Gonser, President	(830) 228-4501
Cow Creek Groundwater Conservation District	Micah Voulgaris, General Manager	(830) 816-2504
El Paso Housing Authority	Gerald Cichon, Chief Executive Officer	(915) 849-3702
Pflugerville – Tax Increment Reinvestment Zone No. 1 (Falcon Pointe TIRZ)	Sereniah Breland, City Manager	(512) 990-6101
Robstown – Tax Increment Reinvestment Zone (TIRZ)	Salvador Ochoa, Jr., City Secretary	(361) 387-4589
Schertz–Tax Increment Reinvestment Zone #2	Mark Browne, City Manager	(210) 619-1000
Seguin Housing Authority	Brenda Edwards, Executive Director	(830) 303-2010
Tropical Texas Behavioral Health	Terry Crocker, CEO	(956) 364-6500
<b>Current EDC General Counsel Appointments:</b>	<b>Contact Person:</b>	<b>Phone Number:</b>
Bastrop EDC	Cameron Cox, Executive Director	(512) 303-9700
Brady EDC	Jason Valdez, President	(512) 965-8484

CDC of El Campo	Carolyn Gibson, Executive Director	(979) 320-7727
Fair Oaks Ranch MDD	Allen McDavid, President	(210) 416-8096
Kenedy EDC	Larry Kiesling, President	(830) 583-2230
La Feria EDC	Jaime Sandoval, Executive Director	(956) 797-2261
La Vernia MDD	Yvonne Griffin, Executive Director	(830) 779-4541
Live Oak EDC	Joe Painter, President	(210) 653-9140
Natalia MDD	Ruby Vera, Board Chair	(830) 851-9060
Poth EDC	Brandon Blandford, President	(830) 484-2111
Rollingwood CDC	Michael Dyson, President	(512) 327-1838
Schertz EDC	Adrian G. Perez, Executive Director	(210) 619-1070
Stockdale EDC	Lynn Ray West, President	(830) 996-3128
<b>Current Special Counsel Appointments:</b>	<b>Contact Person:</b>	<b>Phone Number:</b>
City of Alice	Michael Esparza, City Manager	(361) 668-7210
City of Alvin	Junru Roland, City Manager	(281) 388-4200
City of Austin	Anne Morgan, City Attorney	(512) 974-2000
City of Bay City	Robert Nelson, Mayor	(979) 245-5311

City of Big Lake	Phil Pool, Mayor	(325) 884-2511
City of Boerne	Ronald C. Bowman, City Manager	(830) 249-9511
City of Brownsville	Noel Bernal, City Manager	(956) 548-6001
City of Bulverde	Danny S. Batts, City Manager	(830) 980-8832
City of Coleman	Diana L. Lopez, City Manager	(325) 625-5114
City of Converse	Le Ann Piatt, City Manager	(210) 658-5356
City of Del Rio	Matthew Wojnowski, City Manager	(830) 774-8558
City of Denton	Todd Hileman, City Manager	(940) 349-8307
City of Devine	Dora V. Rodriguez, Interim City Administrator	(830) 663-2804
City of Eagle Pass	George Antuna, Jr., City Manager	(830) 773-1111
City of El Paso	Karle Nieman, City Attorney	(915) 212-0000
City of Escobares	Noel Escobar, Mayor	(956) 847-1200
City of Galveston	Brian Maxwell, City Manager	(409) 797-3500
City of Granbury	Chris Coffman, City Manager	(817) 573-1114
City of Gregory	Celestino Zambrano, Mayor	(361) 643-6562
City of Hidalgo	Julian J. Gonzalez, City Manager	(956) 843-2286

City of Houston	Ronald Lewis, City Attorney	(832) 393-1000
City of Killeen	Ronald L. Olson, City Manager	(254) 501-7700
City of Laredo	Pete Saenz, Mayor	(956) 791-7300
City of Mathis	Michael Barrera, City Manager	(361) 547-3343
City of Missouri City	E. Joyce Iyamu, City Attorney	(281) 403-8660
City of Olmos Park	Celia De Leon, City Manager	(210) 824-3281
City of Pharr	Alejandro Meade, City Manager	(956) 402-4000
City of Robstown	Salvador Ochoa, Jr., City Secretary	(361) 387-4589
City of San Benito	Manuel De La Rosa, City Manager	(956) 361-3800
City of San Juan	Benjamin Arjona, City Manager	(956) 223-2200
City of Seabrook	Gayle Cook, City Manager	(281) 291-5600
City of Sweetwater	David Vela, City Manager	(325) 236-6313
City of Victoria	Jesus Garza, City Manager	(361) 485-3000
Alamo Area Council of Governments	Diane Rath, Executive Director	(210) 362-5200
Harlingen Irrigation District Cameron County #1	Tom McLemore, General Manager	(956) 423-7015
Hidalgo and Cameron County Irrigation District #9	Randy Winston, General Manager	(956) 544-0838

Lower Rio Grande Valley Development Council	Ron Garza, Executive Director	(956) 682-3481
McMullen County Water Control and Improvement District	Larry Coffman, President	(361) 274-3441
Seaboard WSC	Floyd Zahn, President	(361) 549-3025



**F. FEE SCHEDULE**

The following hourly rates are proposed by the Firm for General Counsel services for the San Antonio Municipal Utility District #1.

\$210.00 for Partners

\$200.00 for Senior Associates

\$195.00 for Associates

\$135.00 for Law Clerks

\$105.00 for Paralegals

We bill on the tenth of an hour. All work will be performed at the City Attorney work rates unless specifically acknowledged by both the Firm and the City. Our invoices are due on receipt and are past due after thirty days.

Unless identified, all staff member support time is provided at no charge. All related travel or other expenses are always charged "at cost" with no "mark-up" and all related mileage is charged by multiplying the actual miles traveled by the then current IRS rate. Copy rates are .20 cents per page, color copies are .70 cents per page, and fax rates are .50 cents per page. We do not charge Westlaw, Lexis, or any other online research fees. All invoices shall be sent to the City Secretary for the City unless directed otherwise.

G. LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

8/1/2021

DATE (MM/DD/YYYY)  
8/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>LOCKTON COMPANIES</b> 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME _____ PHONE _____ FAX _____ (A/C, H/O, E/S) _____ E-MAIL _____ ADDRESS _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: <b>QBE Insurance Corporation</b> 39217 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED 1356517 Denton Navarro Rocha Bernal & Zech, P.C. 2317 N. Main San Antonio TX 78212	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM LTR	TYPE OF INSURANCE	ADDITIONAL INFO (REQ. WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Per occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPROP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Per occurrence) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per occurrence) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STAFF/DIR-EM \$ XXXXXXXX E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Legal Professional Liability	N N	LAW-20287-01	8/1/2020	8/1/2021	Limits \$1,000,000 Retention \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)  
 Coverage subject to actual policy terms, conditions and exclusions. All other policy terms / conditions as stated in policy.

CERTIFICATE HOLDER  Sample Certificate of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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October 5, 2020

Bob Kuhn  
President  
San Antonio Municipal Utility District No. 1

**RE: Agreement for Legal Services – General Counsel**

Dear Mr. Kuhn:

Thank you for the opportunity to provide this engagement letter to provide General Counsel Services for the San Antonio Municipal District No. 1.

Charles E. Zech, will be the supervising shareholder. Daniel Santee, Clarissa Rodriguez, and Adolfo Ruiz will serve as the primary attorneys assigned. Depending on your needs and workload, other lawyers in the firm may be used when necessary to increase our ability to respond to your needs and reduce your overall costs in connection with our engagement. We have provided our firm biography to illustrate the different areas of our attorney's municipal law practice.

Denton Navarro Rocha Bernal & Zech, P.C., has found that the practice of billing clients on an hourly basis for work actually completed, and with invoices submitted on a monthly basis, works best for our clients and us. Our invoices are due on receipt and are past due after thirty days. The current engagement will be billed as General Counsel. Our hourly billing rates for the different levels of engagement are as follows:

- **General Representation**, General Counsel and Special Projects: \$210 per hour for Shareholders; \$200 per hour for Senior Associates; \$195 per hour for Associates; \$135 per hour for Law Clerks; and \$105 per hour for Paralegals

It is understood that the information exchanged between you, your representatives, and the Firm is subject to the lawyer-client relationship and is therefore both privileged and confidential. All communications and information are subject to the confidentiality provisions of Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct and Rule 503 of the Texas Rules of Evidence.

Per the Texas Government Code Mandatory Provision. Pursuant to State law, the Firm recognizes that the San Antonio Municipal Utility District No. 1 may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract (Texas Government Code, Chapter 2270.002). As such, the Firm hereby verifies that it does not boycott Israel, and agrees that, during the term of this Agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Firm hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

Please execute this letter in the space provided below to acknowledge our engagement on behalf of the San Antonio Municipal Utility District No. 1 and return it to our office. Please return the executed letter to our office via facsimile at (210) 225-4481 or by email at [tdsantee@rampagelaw.com](mailto:tdsantee@rampagelaw.com).

We look forward to representing the San Antonio Municipal Utility District No. 1 as General Counsel.

Very truly yours,

DENTON NAVARRO ROCHA BERNAL & ZECH  
A Professional Corporation



T. DANIEL SANTEE

TDS/ec

Accepted:



Bob Kuhn, President

San Antonio Municipal Utility District No. 1

Date: 10-11-2020

S.A. MUD#1  
11-11-2020

**IV. (B.) DISCUSSION AND POSSIBLE ACTION REGARDING INCREASE IN DIRECTOR SALARIES**

Director Burn suggested an increase in Director salaries and suggested at least \$50.00 per month. Director Ferguson suggested one annual check of \$12.00. Director Burn stated that \$50.00 per Director per month would only cost the District \$9000.00 per year. Director Hooti stated that he supported the one annual check of \$12.00 per year. Director Ferguson moved that the Board salaries remain at \$1.00 per month and that one annual check of \$12.00 per year be issued. Director Hooti seconded the motion, which passed by unanimous vote of the Directors present.

**IV. (C.) DISCUSSION AND ACTION REGARDING CERTIFICATION OF THE 2020 TAX ROLL**

Debra Conkle presented the following correspondence from the Bexar County Tax Office for the Board's certification. After a brief discussion Director Burn moved that the Board certify the 2020 Tax Roll as presented. Director Hooti seconded the motion, which passed by unanimous vote of the Directors present.



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

October 21, 2020

Ms. Debra Graves, Office Manager  
San Antonio MUD # 1  
P.O. Box 696  
Helotes, Texas 78023

RE: San Antonio MUD # 1 – 2020 Tax Roll

Dear Ms. Graves:

Enclosed is a summary of values and levies taken from the initial Tax Roll for the San Antonio MUD # 1.

Section 26.09(e) of the State Property Tax Code requires the Tax Roll to be approved by the taxing units governing body. Please notify this office, at your earliest convenience, when the tax roll is approved by your governing body.

If you have any question, please contact Mr. Carlos Gutierrez at 210-335-6600.

Sincerely,

A handwritten signature in black ink, appearing to read "AU" followed by a stylized flourish.

Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

AU:SWP/ea Handwritten initials "JWP" in black ink.

Enclosure

*BY K  
10-11-2020*

### 2020 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2020

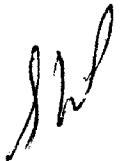
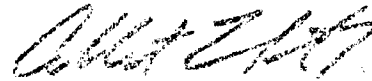
TAX ASSESSMENT ROLLS OF SAN ANTONIO MUD #1 FOR THE YEAR 2020 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	404	87,963,280	58,916,137	.00	312,255.66
PERSONAL PROPERTY	17	465,690	23,318	.00	123.59
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
<b>TOTAL</b>	<b>421</b>	<b>88,428,970</b>	<b>58,939,455</b>	<b>.00</b>	<b>312,379.25</b>

RATE OF TAXATION ASSESSMENT RATIO 100%  
TOTAL TAX RATE 00.530000

ALBERT URESTI, MPA, PCC  
TAX ASSESSOR-COLLECTOR BEXAR COUNTY

BY :



Tax Collection System - BEXAR COUNTY  
 Certified Roll Jurisdiction Summary  
 Processing For Tax Year: 2020 County Code: ALL Tax Unit: ALL

Jurisdiction: **85 SAN ANTONIO MUD #1**

<b>Total Parcels:</b>	421	<b>Tax Rate:</b>	0.5300000		
<b>Market Value:</b>	88,428,970	<b>State Hom:</b>	0	<b>Opt Hom:</b>	0.2000000
		<b>State O65:</b>	0	<b>Opt O65:</b>	0
		<b>Disabled:</b>	0	<b>Opt Disabled:</b>	0
<b>AG Exclusion Count:</b>	1	<b>AG Exclusion Amt:</b>	202,740		
<b>Timber Exclusion Count:</b>	0	<b>Timber Exclusion Amt:</b>	0		
<b>HS Capped Count:</b>	27	<b>HS Capped Amt:</b>	709,773		
<b>Assessed Value:</b>	87,516,457				
<b>Leased Vehicles Count/Amt:</b>	8	441,620	<b>Exxv Count/Amt:</b>	17	13,450,460
<b>Hb366 Count/Amt:</b>	5	752	<b>Veteran Exemption Count/Amt:</b>	10	3,398,315
<b>State Homestead Count:</b>	0	<b>State Homestead Amt:</b>	0		
<b>Local Homestead Count:</b>	191	<b>Local Homestead Amt:</b>	11,058,355		
<b>State Over 65 Count:</b>	79	<b>State Over 65 Amt:</b>	0		
<b>Local Over 65 Count:</b>	0	<b>Local Over 65 Amt:</b>	0		
<b>Surviving Spouse Count:</b>	0	<b>Surviving Spouse Amt:</b>	0		
<b>State Disabled Count:</b>	0	<b>State Disabled Amt:</b>	0		
<b>Local Disabled Count:</b>	3	<b>Local Disabled Amt:</b>	0		
<b>Total VET Count:</b>	20	<b>Total VET Amt:</b>	227,500		
<b>*VET Surviving Spouse Count:</b>	2	<b>*VET Surviving Spouse Amt:</b>	24,000		
*included in the Total VET Count/Amt					
<b>Partial Exempt Values:</b>	11,285,855				
<b>Taxable Value:</b>	58,939,455				
<b>Total Levy Amt:</b>	312,379.25				
<b>Frozen Account Count:</b>	0				
<b>Frozen Homesite Value:</b>	0				
<b>Frozen Taxable Value:</b>	0				
<b>Unfrozen Levy Amt:</b>	0.00				
<b>Frozen Levy Amt:</b>	0.00				
<b>Frozen Levy Loss Amt:</b>	0.00				
<b>Total Non-Exempt Parcel Count:</b>	421				



S.A. MUD#1  
11-11-2020

**IV. (D.) CONSIDERATION AND APPROVAL OF AN EMPLOYMENT AGREEMENT  
BETWEEN THE DISTRICT AND DEBRA CONKLE**

The following Employment Contract was presented for the Board's review and approval. After a brief discussion Director Hooti moved that the Board approve the Employment Agreement as presented. Director Ferguson seconded the motion, which passed by unanimous vote of the Directors present.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is effective as of this the 11<sup>th</sup> day of November, 2020, between SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas (the *District*), and DEBRA CONKLE, having her principal place of business located at 8708 Little Geronimo, San Antonio, Texas 78254 (the *Employee*).

### WITNESSETH:

WHEREAS, the District desires to retain the Employee as an employee to advise and perform office management, bookkeeping, payroll, secretarial, and other services to the District for the period and upon the terms stated herein; and

WHEREAS, the Employee has represented to the District that she has the experience and expertise to assist the District in accomplishing these tasks;

NOW, THEREFORE, for and in consideration of the compensation to be paid Employee hereunder and the mutual promises, covenants, and undertakings herein contained, Employee and District hereby agree as follows:

SECTION 1. Term. Subject to earlier termination in accordance with Section 17 hereof, the term of this Agreement shall be for the period commencing on the effective date of this Agreement and continuing for a period until November 10, 2021. This Agreement may be renewed by the mutual agreement of the District and the Employee upon the termination of this initial period for a term of one (1) year thereafter upon obtaining the written acknowledgment of the District and the Employee.

SECTION 2. Services. During the period of this Agreement, Employee will act as an office manager, bookkeeper, payroll clerk, and secretary to the District. In such capacity, Employee will (1) maintain a complete set of journals and ledgers as required by the rules promulgated by the Texas Commission on Environmental Quality and the Water District Accounting Manual relating to the District's solid waste disposal system, (2) coordinate with the District's accountant tax-assessor collector and delinquent tax collection attorney to maintain accurate financial and tax-related documents and records for the District, (3) manage, maintain, and safeguard the District's files and records which must be organized and stored at the District's office, (4) prepare, maintain, and distribute the District's monthly agenda packets (for receipt by Boardmembers not later than the second Friday before the Wednesday Board meeting, including, but not limited to, the District's minutes, tax collection reports, solid waste disposal reports, if any, accountant's reports, status of various agreements with the various owners of property within the District and the District's billing and financial reports and records (these accounts to be reconciled on a monthly basis), (5) post or coordinate the posting of the District's agenda in accordance with Texas law, (6) perform payroll clerk duties in a manner to be accountable for collecting timekeeping information, incorporating a variety of deductions into a periodic payroll, and issuing pay and pay-related information to the District's employees, including the Texas Workforce Commission employment verifications, (7) process and issue annual W-2 forms to District employees, process and issue annual W-2 and W-3 forms to District employees, prepare 941 quarterly reports and file with the Internal Revenue Service; and prepare Texas Workforce Commission quarterly reports with the Texas Workforce Commission, (8) maintain a telephone

system to allow the customers of the District to communicate their concerns, comments, or questions concerning the operation of the District, (9) prepare monthly billings in accordance with the District's rules and regulations, (10) send delinquency notices to certain customers of the District in accordance with the policies established by the District, (11) attend the regular and special meetings of the District, (12) prepare and file any necessary reports with the Texas Commission on Environmental Quality, and other applicable governmental bodies, (13) maintain necessary bank accounts and certificates of deposit and reconcile these accounts on a monthly basis, (14) deposit District's funds accounts and assist the District in the investment of any proceeds or funds of the District, (15) coordinate and communicate with the District's contractors and vendors as necessary to prepare checks for all payable items for execution by the District's Board of Directors and assist the District in the disbursement for all funds payable to the District's contractors, vendors, professionals, and bondholders, (16) prepare and disseminate correspondence as requested by the members of the Board of Directors of the District pertaining to official business of the District, (17) provide assistance to the District in promoting good relations with the District's customers, (18) be diligent in caring for, using, and protecting the District's equipment, files, and other assets entrusted to Employee's care, (19) organize all of the District's files and records and Employee's tasks, (20) comply with the District's rules and regulations, coordinate and communicate with the District's engineer, if any, and solid waste operator, if any, to ensure the efficient operation of the District, and (21) manage the rental of the District's office facility and maintain and update the District's website, and to comply with such other reasonable requests as submitted or requested by the Board of Directors of the District.

SECTION 3. Extent of Services. As Employee is not prohibited from engaging in business activities, Employee and the District agree that during the term of this Agreement the District shall have the first call upon the services of the Employee for a period not to exceed thirty-five (35) hours per month. Employee shall provide a minimum of twenty-five (25) hours of Employee services to the District during each month. At the request of the District, Employee will provide the District with a detailed accounting of the actual Employee services provided to, or on behalf of, the District during any specific month. By way of clarification and not limiting Employee's obligations hereunder, a Task List, dated December 31, 2001, as modified as of September 14, 2016, is attached hereto as Exhibit A and incorporated by reference for all purposes.

SECTION 4. No Benefits.

(1) Employee shall employ her own means, methods, and discretion in accomplishing the projects and tasks assigned to her from time to time by the District. With the exception of the duties created by this Agreement, it is agreed by the Employee and the District that neither party is the agent of the other, and neither has any authority whatsoever to bind or obligate the other party in any way.

(2) Employee will not be eligible for any employee benefits nor will the District make deductions from its compensation paid to Employee for insurance, bonds, or any other subscription of any kind. Employer shall withhold from Employee's compensation all required employment related taxes including wages, Federal Insurance Contribution Act, Medicare, and similar federal and state taxes.

SECTION 5. Compensation. The District shall pay Employee as compensation for her services under this Agreement and Employee shall receive for her services a fee which shall be

\$2,063.50 per monthly period or such amount that is approved by the District in its annual budget. This fee shall be payable monthly for each period and shall be paid for the preceding pay period at the end of each regular monthly meeting. This salary shall be subject to an increase each year commencing November 10, 2021 upon agreement between the District and Employee as evidenced by the minutes of a District meeting increasing this monthly salary. The District shall also pay Employee at the rate of \$50.00 per hour (or portion thereof on a prorated basis) for each hour worked by Employee in excess of the thirty-five (35) hour amount disclosed in Section 4 hereof. Any such services must be authorized by the President of the Board of Directors of the District, or his or her designee, prior to commencement of such work by the Employee.

SECTION 6. Expenses. The District shall reimburse Employee for all out-of-pocket expenses including billing, long distance telephone calls, postage, ledger binders, stationery, paper, and any other reasonable expenses incurred by her in carrying out any project or task assigned to her by the District upon presentation by Employee, from time to time, of an itemized account of such expenditures, including receipts; provided, however, that any requested reimbursement of expenses must be in accordance with District policies and must be properly deductible by the District for federal income tax purposes. The Employee shall not be reimbursed for routine automobile travel in the performance of Employee's duties.

SECTION 7. District Funds; Fidelity Bond. All funds of any type which are received or collected by the Employee on behalf of the District shall be deposited in the District's Operating or Debt Service Fund or Account, as appropriate, or as may otherwise be directed by the District. All such funds are public funds and may be pledged to the payment of debts of the District; therefore, the Employee agrees that all such funds shall be deposited as provided above without setoff, counterclaim, abatement, suspension, or diminution. In connection with the foregoing, the Employee shall furnish to the District a fidelity bond to be approved by the District in the amount equal to the average monthly billing for the District or \$10,000, whichever is the greater, conditioned upon the faithful accounting by the Employee for all funds which shall come into the Employee's custody under the terms of this Agreement. Such bond shall be re-executed and renewed so that it remains in effect at all times.

SECTION 8. Insurance. Employee shall bear the risk of loss, whether resulting from theft, fire, collision, or other casualty or cause, with regard to any and all equipment, cars, and other real or personal property owned by Employee that is used in the performance of services hereunder. Employee shall use her best efforts to obtain and maintain insurance coverage that is adequate to protect the District's equipment, and other real or personal property from any losses and will name the District as an insured party for all District property and equipment. Employee shall provide the District with a copy of the insurance policy so naming the District as an additional insured.

SECTION 9. Compliance with Section 15.50 Texas Business and Commerce Code. The District and the Employee hereby expressly stipulate and agree that the post-contractual restraints agreed upon in this Agreement are reasonably necessary to protect the business and good will of the District upon the termination of this Agreement.

SECTION 10. Confidentiality of Information. The Employee acknowledges that in the course of performing her Employee services for the District, she may receive or be privy to certain business and tax records or audits of the District and other confidential information and knowledge

concerning the business of the District (herein collectively referred to as the *Confidential Information*) which the District desires to protect. The Employee understands that the Confidential Information is confidential and she covenants and agrees not to reveal the Confidential Information to anyone, directly or indirectly, outside the District so long as the confidential or secret nature of the Confidential Information shall continue. The Employee further agrees that she will at no time use the Confidential Information in competing with the District. Upon termination of this Agreement, the Employee shall surrender to the District all papers, documents, writings, and other property produced by her or coming into her possession by or through her relationship with the District and the Employee agrees that all such materials shall at all times remain the property of the District.

SECTION 11. Publicity. Employee shall not originate any publicity, news release or other public announcements, written or oral, whether to the public press or otherwise, relating, directly or indirectly, to this Agreement, to any amendment hereto, to Employee's performance hereunder or to the District, without the prior written approval of the District.

SECTION 12. Applicability of Texas Commission on Environmental Quality Rules and Regulations. Employee hereby expressly acknowledges that she is aware that the District is governed by and subject to various federal and Texas laws, including the rules and regulations promulgated by the Texas Commission on Environmental Quality. Employee agrees to familiarize herself with these laws, rules, and regulations, along with the District's policies, in order to prevent a violation of any law in performing her services under this Agreement.

SECTION 13. Specific Performance, Injunctive Relief, and Venue.

(1) Employee acknowledges that a remedy at law for any breach or attempted breach of Sections 10, 11, and 12 of this Agreement will be inadequate. Employee agrees that the District shall be entitled to specific performance in case of any such breach or attempted breach.

(2) In addition to any remedy at law or in equity which the District will have for the breach of any covenant of this Agreement by Employee; the Employee agrees in the event of any breach or attempted or threatened breaches of this covenant the District shall have the right to obtain an injunction against the Employee prohibiting such breach or attempted or threatened breach merely by proving the existence of such breach or attempted or threatened breach without the necessity of proving either inadequacy of legal remedies or irreparable harm.

(3) In the event of a threatened breach by Employee of any of the provisions of this Agreement, the District shall have the immediate right to secure an order enjoining such threatened breach. The remedy of a temporary restraining order without notice to Employee and the remedy of injunction granted by this Agreement to the District herein shall be enforceable notwithstanding any other rights and remedies (including the right to monetary damages) that the District may have. The parties further agree that in the event it should become necessary for the District to enforce this Agreement through a temporary restraining order, temporary injunction or injunction, that the District shall be required to post a bond in the amount of no more than One Thousand and No/100 Dollars (\$1,000,00), or any lesser amount as authorized by law.

(4) The District and Employee agree that any suit arising from, or relating to, this Agreement shall be brought in a court of competent jurisdiction located in Bexar County, Texas.

SECTION 14. Indemnity. Employee hereby covenants and agrees to indemnify and shall hold harmless the District and any officer, affiliate, employee, or agent thereof (hereinafter collectively referred to as the *Indemnified Party*) from any and all suits, actions or claims of any character, type or description made for or in account of any injuries, damages alleged, or amounts allegedly owed as a result of claims, demands, costs or judgments against it arising out of or relating to, whether directly or indirectly, the performance of services hereunder by Employee. Notwithstanding anything to contrary contained herein, this indemnity shall apply notwithstanding any negligence or alleged negligence on the part of the Indemnified Party. Indemnified Party may, at its option, conduct the defense in any such third party action arising as described herein, and Employee agrees to fully cooperate with such defense.

SECTION 15. Enforcement; Attorneys' Fees. If the District must resort to legal action in order to enforce any of the terms of this Agreement, the District shall be entitled to recover the costs of such action, including, but not limited to, all legal fees and court costs associated with such legal proceedings.

SECTION 16. Termination.

(1) General. Notwithstanding the term of this Agreement or any extension thereof, both of which are set forth in Section 1 hereof, the District may terminate this Agreement at any time, with or without cause, such termination to be effective fifteen (15) days after the District gives written notice of such termination to Employee and upon payment to Employee of all compensation accrued under this Agreement to the effective date of such termination. The Employee may terminate this Agreement upon providing written notice to the District at least sixty (60) days prior to the effective date of such termination.

(2) Death. If the Employee dies during the term of this Agreement, this Agreement shall automatically terminate and the District shall have no further obligation to the Employee or her estate except that District shall pay any accrued, but unpaid, amounts due Employee to the end of the month in which the Employee's death occurred.

SECTION 17. Notices. All notices, requests, consents, and other communication concerning this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date mailed, postage prepaid, by certified mail, return receipt requested, to the respective parties as follows:

If to the Employee:                    Debra Conkle  
    8708 Little Geronimo Street  
    San Antonio, Texas 78254

If to the District:                    San Antonio Municipal Utility District No. 1  
    Post Office Box 696  
    Helotes, Texas 78023

with a copy to:

Norton Rose Fulbright US LLP  
111 West Houston Street, Suite 1800  
San Antonio, Texas 78205  
Attention: W. Jeffrey Kuhn

provided, however, that any party shall have the right to change such party's address for notice hereunder to any location in the State of Texas by the giving of notice to the other party in the manner set forth above.

SECTION 18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law and if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition and invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 19. Nonassignability. This Agreement is not assignable by the Employee to any other person, partnership, firm, corporation or other recognized legal entity, except with the written consent of the District.

SECTION 20. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the United States of America.

SECTION 21. Captions. The section and paragraph headings of this Agreement are reference purposes only and shall not effect in any way the meaning and interpretation of this Agreement.

SECTION 22. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties respecting the services of the Employee and there are no representations, warranties, agreements, or commitments between the parties hereto except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the District and the Employee.

SECTION 23. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SECTION 24. Binding Effect. This Agreement is for the benefit of the District and the Employee and shall be binding upon and enforceable by and against their successors, assigns, respective heirs, donees, pledgees, devisees, transferees, and representatives.

SECTION 25. Waiver. The waiver of any condition or breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other condition or breach of the same or any other term or condition of this Agreement.

SECTION 26. Effective Date. This Agreement shall be effective as of the date first written and it is expressly agreed to by the District and the Employee that all provisions hereof shall apply as if this Agreement had been entered into on such date.

SECTION 27. Survival of Covenants and Conditions. The provisions of Sections 10, 11, 12, 13, 14, 15, and 16 hereof shall survive the termination of this Agreement.

*[The remainder of this page intentionally left blank.]*



IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its duly authorized officer, and the Employee has executed this Agreement, in each case as of the date first above written.

SAN ANTONIO MUNICIPAL UTILITY  
DISTRICT NO. 1

By: Robert Kuhn  
Name: Robert Kuhn  
Title: President, Board of Directors

By: Debra Conkle  
Name: Debra Conkle  
Title: Employee



Description	Time
5. Prepare and post meeting agenda	2 1/4 hours
6. Maintain telephone	½ hour
7. Prepare and file annual reports with agencies: A. TCEQ registration form B. Annual audit report File with TCEQ and Bexar County Public Records C. District information form File with TCEQ and Bexar County Public Records D. Tax rate order File with Bexar County Tax Office E. Voting system annual filing form File with State of Texas F. Oaths of office and statement of appointed and/or elected director File with Secretary of State	1 hour* 4 hours* 3 hours* 1/4 hour* unknown 1/4 - 1 hour*
8. Deposit District funds and maintain bank accounts; i.e., Report changes in directors and submit new signature cards and regulations when necessary	3/4 hour 1 ½ hour
9. Coordinate and communicate with District vendors, contractors, Employees, etc.	Varies
10. Prepare and disseminate correspondence as requested by Board members pertaining to district business	Varies
11. Provide assistance to the Board in promoting good relations with District contacts	Varies
12. Diligent in caring for, using and protecting District equipment and other assets entrusted to my care	Minimal
13. Organize my tasks	Minimal
14. Comply with rules and regulations of the District and TNRCC	Minimal
15. Assist the Board in the preparation and holding of District elections (every two years)	Varies
16. Package and provide fiscal District information and assistance as requested by the District auditor for the performance of the District's annual audit	1 – 10 hours
17. Coordinate with the Bank of New York for the District's semi-annual bond coupon payment	1 ½ hour
18. Provide 20 years' experience and history to assist the Board and to provide the Board with such knowledge to prevent dissemination of misinformation	Varies
*Denotes annual tasks	

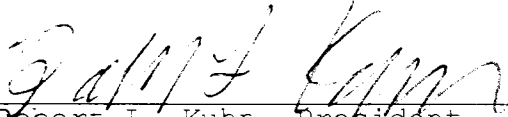
S.A. MUD#1  
11-11-2020

**IV. (E.) DISCUSSION AND NECESSARY ACTION REGARDING CITIZEN'S CONCERNS AND CUSTOMER CORRESPONDENCE**


Debra Conkle presented the following correspondence from the City of San Antonio regarding the Conservation Easement.

Director Hooti reminded the Board of the spills made by Waste Management and the fact that nothing has been done by Waste Management to remedy the situation. It was the consensus of the Board that Waste Management be contacted once again and be asked to reopen a claim for repairs. It was the further consensus of the Board that Directors Fuentes-Real and Burn research other providers to include bulk pick-ups.

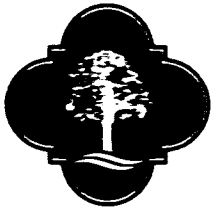
There being no further business, the meeting was adjourned at 7:04 pm.

  
\_\_\_\_\_  
Robert L. Kuhn, President  
San Antonio Municipal Utility District No. 1

ATTEST:

  
\_\_\_\_\_  
Max Hooti, Assistant Secretary  
San Antonio Municipal Utility District No. 1

(seal)



**City of San Antonio**  
**PARKS AND RECREATION DEPARTMENT**  
*Edwards Aquifer Protection Program*  
*P.O. Box 839966*  
*San Antonio, Texas 78283-3966*

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October 12, 2020

Mr. Robert Kuhn  
San Antonio Municipal Utility District No. 1  
P.O. Box 696  
Helotes, Texas 78023

Re: 2020 Edwards Aquifer Conservation Easement Monitoring Visit

Dear Mr. Kuhn,

This letter is to inform you of the results of the conservation easement site visit that took place at your property on August 6, 2020. The visit confirmed that your property is being managed in general conformity with the terms of the conservation easement.

This program was developed to protect and preserve the quantity and quality of water over those lands which contribute to the recharge of the Edwards Aquifer. Thank you for your continued stewardship of these sensitive lands. As always, please feel free to contact me with any questions or concerns.

Respectfully,

David F. Gomez  
City of San Antonio  
Edwards Aquifer Protection Program  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
[dgomez@sanantoniotexas.gov](mailto:dgomez@sanantoniotexas.gov)

**TEAMWORK**



**INTEGRITY**



**INNOVATION**



**PROFESSIONALISM**