



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Leonardo “Lenny” Sanchez

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, July 24, 2018

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. Hollis Rutledge & Associates Inc., Grants Update Report.

B. Presentation of Departmental Reports: Department of Finance, Police Department, Municipal Court, Fire Department and Department of Utilities.

1. Department of Finance Monthly Report.

2. Police Department Monthly Report.

3. Fire Department Monthly Report.

4. Department of Utilities Monthly Report.

5. Municipal Court Monthly Report.

VI. CONTRACTUALS/RESOLUTIONS

- A. Consider Authorizing the City Manager to Enter into an Inter-local Cooperation Act Agreement between the City of San Juan and the Lower Rio Grande Valley Development Council (Valley Metro) for Equipment Services Donation.
- B. Consider Authorizing the City Manager to Declare Levi and Cosmo, K-9 Officers, as Salvage Property.
- C. Reconsideration of Preliminary and Final Approval of the Minnesota Vegas Ranches Phase 1 Subdivision being an 8.894-Acre Tract of Land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, Located Approximately a One-Half of Mile East of Raul Longoria Road, Along the North Side of Minnesota Road, as Requested by Quintanilla, Headley and Associates, Inc.
- D. Consider Entering into a Libraries Connecting Texas Grant Reimbursement Contract Between the City of San Juan Memorial Library and The Texas State Library and Archives Commission to Provide a Reimbursement Subsidy to Support the Non-discounted Portion for the San Juan Memorial Library's E-Rate Funding Request.
- E. Consider Authorizing City Manager to Enter into a Master Intergovernmental Cooperative Purchasing Agreement by and between the City of San Juan and National IPA for the Purchasing of Goods and Services.

VII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:

- A. Discussion and Possible Action Authorizing the City Manager to Enter into an Inter-local Agreement by and Between the City of San Juan and The University of Texas Rio Grande Valley for the Preparation of the Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan.

- B.** Consideration and Approval of an Ordinance Authorizing the Issuance, Sale and Delivery of City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018; Providing for the Payment of the Bonds, Together with Certain Currently Outstanding Previously Issued Bonds, from a First Lien on and Pledge of the Net Revenues of the City's Waterworks and Sewer System; Resolving other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of the Bonds, Including the Approval of an Application to the Texas Water Development Board; Authorizing the Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Complying with the Representations; Complying with the Regulations Promulgated by the Texas Water Development Board; and Providing for an Effective Date.
- C.** Discussion and Possible Action Authorizing City Manager to Execute Budget Amendment for Retained Earnings in the Amount of \$28,000 for the Purchase of Tires and 90 Gallon Containers.

VIII. CONSENT AGENDA

- A.** Consider Adoption of an Ordinance in Second Reading for a Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a Property Legally Described as a 2.29 Acre Tract of Land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, Located Approximately a Half of a Mile West of Stewart Road, Along the South Side of Dicker Road, as Requested by Cano Enterprises, LLC.
- B.** Consider an Ordinance in Second Reading for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-premise Consumption at "El Centenario Drive-Thru" Located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.
- C.** Monthly Collection Report - June 2018.
- D.** City Commission Meeting Minutes
 - April 30, 2018
 - May 08, 2018
 - June 12, 2018
- E.** Budget Expenditure Report - June 2018
- F.** Consider Approval of City of San Juan, Texas Quarterly Investment Report dated June 30, 2018 as Required by the Public Funds Investment Act. (PFIA)

IX. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the _____ in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2018.

OFFICE OF THE CITY SECRETARY



HOLLIS RUTLEDGE & ASSOCIATES INC.

Business Management • Marketing Consultants • Real Estate • Governmental Affairs

City of San Juan Status Report – July 16, 2018 Hollis Rutledge and Associates, Inc.

Texas Parks and Wildlife

HRA Inc. has worked with the City staff in submitting reports for two Texas Parks and Wildlife Grants. One is for Sorensen Park and the other is for Camp Native. HRA Inc. has worked on all required reports and reimbursements for Camp Native and is currently in the process of closing out Camp Native Grant.

Valley Baptist Legacy Foundation (VBLF)

HRA Inc. successfully submitted grant for \$100,000 for construction of walking trail at Carman City/School Park. Grant award selections should be made in the month of July.

Governor's Office of Criminal Justice

HRA Inc. has worked on several Police Department grants. This includes grants that were submitted and awarded such as: Body Cameras Grant (\$15,483), In-Car Vehicle Monitors Grant (\$20,125), LEERT Enhancement Equipment Grant (\$124,521.67), Stonegarden Grant (\$80,000), Local Border Security Grant (\$92,000). HRA, Inc. also handles all the grant reporting requirements and monthly financial grant reimbursement process for these grants.

Solid Waste Grant

HRA Inc. was successful in the submittal and award of a LRGVDC Solid Waste Implementation Grant for \$11,700 for the purchase of 3 Cubic Yard Containers for the Sanitation Department. HRA, Inc. will handle all required grant reporting once grant funds are disbursed in late August.

HRA Inc. was also able to successfully close out and receive final reimbursement for previously awarded grant to the Sanitation department.

U.S. Department of Justice

HRA Inc. was successful in the application and award of a \$15,483 grant for radio equipment from the Department of Justice. HRA, Inc. also assisted in getting up to date the grant reporting requirements that the city had fallen behind due to previous grant writer leaving the city.

HRA Inc. also submitted application for bulletproof vest grant in May 2018 in the amount of \$9,875.00. Award should be made in Fall 2018. HRA, Inc. also handles all reporting and reimbursement for previously awarded grant.

Texas Department of Public Safety

HRA Inc. successfully submitted and was awarded STEP-WAVE grant in the amount of \$9,980 for police officers to have the opportunity for overtime hours during high traffic season such as Christmas, New Years day, Labor Day, Spring Break. Currently HRA, Inc. also submits the previous grant required reports and grant reimbursements for the program.

FEMA Fire department

HRA Inc. worked with the San Juan Fire Department to submit several FEMA grants. Two were for vehicle and equipment under the Assistance to Firefighters grant (AFG) program. The vehicle grant was not funded but we are still waiting to hear from the AED equipment request that was submitted.

Also, HRA. Inc submitted a \$443,038 SAFER Hiring grant to FEMA, to allow the department to hire 4 additional firefighters for 3 years. The grant announcements for this program are still pending.

Grant Reporting and Reimbursements

HRA Inc. currently handles all the monthly and quarterly reporting for several awarded grants through the different city departments. These include Stonegarden Grant, Local Border Security Program grant (LBSP), Body Armor Grant, STEP grant, Texas Parks and Wildlife (TPWD) Outdoor Recreational Grant, and TPWD Camp Native Grant.

HRA Inc. also handles the grant reimbursement that usually take place monthly and/or quarterly. This includes monthly reimbursement reports for Stonegarden, LBSP grant and quarterly reimbursement for STEP grant, Texas Parks and Wildlife Outdoor recreational, TPWD Camp Native grant and Solid Waste Implementation Grant program.

City of San Juan Grant Log 2017-2018						
FY YEAR	FUNDING	DEPARTMENT	DESCRIPTION	GRANTEE	FUNDED	AMOUNT
2018	TX CJD	POLICE	Hidalgo OPSG	City of San Juan	Y	\$80,000.00
2018	US DOJ	POLICE	JAG Local Program	City of San Juan	Y	\$15,018.00
2018	TX CJD	POLICE	San Juan Body Cameras	City of San Juan	Y	\$15,483.00
2018	TX CJD	POLICE	San Juan In-car Monitors	City of San Juan	Y	\$20,125.00
2018	TX CJD	POLICE	LEERT Enhancement Project	City of San Juan	Y	\$124,521.67
2018	TX CJD	POLICE	Local Border Security Program	City of San Juan	Y	\$92,000.00
2018	LRGVDC	SANITATION	Solid Waste Implementation Grant	City of San Juan	Y	\$11,700.00
2018	US DOJ	POLICE	Bulletproof Vest Grant	City of San Juan	pending	\$9,875.00
2018	TX DOT	POLICE	STEP Wave Grant	City of San Juan	pending	\$9,980.00
2018	FEMA	FIRE	AFG- Equipment	City of San Juan	pending	\$12,110.00
2018	FEMA	FIRE	SAFER Hiring	City of San Juan	pending	\$443,038.00
2018	VBLF	PARKS	Parks Grant- Carman Walking Trail	City of San Juan	pending	\$100,000.00
2018	FEMA	FIRE	AFG- Vehicle	City of San Juan	N	\$245,455.00

Total Awarded	Total Pending	Total Not Awarded	Total Amounts Applied for
\$358,847.67	\$575,003.00	\$245,455.00	\$1,179,305.67

Return on Investment:

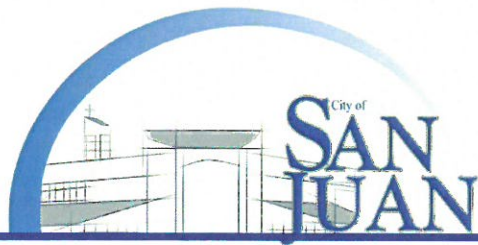
For every \$1 spent on HRA Inc contract of \$ 3,000 per month the City has received on:

Awarded As of 7/16/18:

Awarded & Pending: \$9.97

\$25.94

HRA Inc. provides 7 personnel - 3 Professionals, 3 grant-writers, equivalent of 1 full-time Clerical for the fee of \$3,000 per month.



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Ernesto "Neto" Guajardo
Leonardo "Lenny" Sanchez

MEMORANDUM

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: July 17, 2018
Subject: Monthly Departmental Report

Finance Department

Department Description

Finance Department has the responsibility to safeguard City's financial assets and manage its resources in according with state law, City Charter, and ordinances enacted by the City Commission.

- Process accounts payable and payroll for the City of San Juan Economic Development Corporation.
- Provide monthly financial reports to Department and City Commission
- Generate financial reporting according to GAAP
- Maintain an adequate level of liquidity and meet financial responsibility of City's investments policy prioritizing objective of safety, liquidity and yield

Additional Information

- 6 STAFF MEMBERS
- Maintained 26 funds, assisted 24 departments, and posted 2,452 journal entries, issued 3,529 disbursement checks, and processed 4,391 payroll checks and direct deposits, during the months of October 2017 –September 2018.
- Annual Audit 2016-2017 100% complete
- Re-numbered the City Units 50% complete
- Budget Process
- Manage a 21.0 million budget
 - General Fund Budget of 11.1 million
 - Utility & Sanitation Fund 6.9 million
 - Debt Service Fund 1.6 million
 - Other Funds 1.5 million

Utility Billing Department

Department Description

The Utility Billing Department is responsible for billing and collection of water usage, sanitary sewer, residential garbage collection and responding to customers complaints.

- The City collects about 6,446 water and 9,545 sewer accounts.
- North Alamo Water Supply Corporation service 3,234 water accounts
- Per Audited Financial Report, in FY ending 9/30/2017, Utility Fund collected 5.5 million and Sanitation Fund 2.9 million with a combined 8.2 million.
- Implemented Email Billing (36 have signed up)
- Service Orders
 - Connects 74
 - Meter information 130
 - Disconnect 40
 - Dead Meters Change 6
 - Past Due Notice 1,388
 - Cut Off Register 11
 - Cut List 132
- Payments are made by
 - 74 % paid in person
 - 1 % juniors
 - 15 % online
 - 6 % bank drafts
 - 4 % other locations
- Staff of 6 Employees



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**SAN JUAN POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

To: San Juan City Commission
From: Chief Juan Gonzalez
Date: 07/12/2018
Ref: Monthly Report

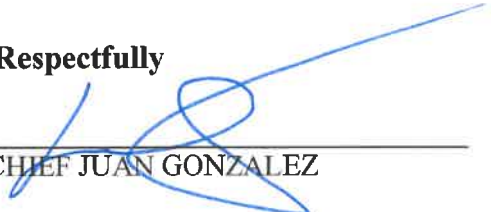
This memorandum is to keep you all informed on our Monthly operational statistics and any other significant cases or events that have transpired from the previous month.

- **Statistics:**

	May
○ Call for service:	1270
○ Incident reports:	220
○ Accidents:	80
○ 911 Calls	1440
- **Significant Incidents:**
 - Our Criminal Investigations Division has made several arrests resulting in the clearing of multiple open Burglary of Building cases
 - The San Juan Police went “Live” with an AFIX Fingerprint database system on April 21st, 2018. The system is proving to be an important investigative tool. See attachment for complete information of AFIX success.
- **Federal & State Asset Forfeiture Program:**
 - Received no State forfeiture awards.
 - Received Federal forfeiture awards for the amount of \$4950.90.
 - Department is in full compliance with Federal and State guidelines (Audits)
- **Special Grant Details:**
 - **Stone Garden:** 79.75 overtime hours worked for criminal interdiction by Patrol Staff.
 - **Border Star:**
 - 54.5 overtime hours worked for criminal interdiction by Patrol Staff.
 - 0 overtime hours worked by dispatchers.
 - Three (3) SWAT call outs totaling 27.5 overtime hours.
 - Total 82 overtime hours worked.
 - **TxDot Traffic Enforcement:** No overtime hours worked for traffic interdiction by Patrol Staff
- **New Public Safety Building:**
 - Some repairs have been done but still waiting for completion of warranty and punch list.
- **New Personnel:**

- **New Personnel:**
 - **Peace Officers:**
 - Four (4) Patrol Officer job openings
 - We have exhausted our Police Applicant List, next Entry Level Exam for Police Department has been set for Tuesday, August 7, 2018
 - Officers Erasmo Cardenas, Aaron Riojas and Martin Reynoso are entering their final stage of their field training program.
 - **Tele-communicators:**
 - Two (2) Telecommunication Officer job openings
 - Telecommunication Officer job notices have been posted
 - Backgrounds have begun on applications received
 - **Jailers:**
 - One (1) Jailer job opening
 - Jailer Job notices have been posted
 - Backgrounds have begun on applications received
 - **Fleet:**
 - All Patrol Units are reported to be in good working order.
 - **Traffic Enforcement Areas:**
 - Cruiser enforcement (Thursday Nights)
 - Regular patrol city wide
 - Bears Trail/San Antonio

Respectfully



CHIEF JUAN GONZALEZ

PRESS RELEASE: AFIX FINGERPRINT DATABASE

The San Juan Police Department went “live” with an AFIX fingerprint database system on April 21st, 2018. The AFIX contains a digital copy of all latent fingerprints from crime scenes as well as the 10-print latent finger prints from all persons arrested by the San Juan Police Department.

The purpose of the database is to secure and document latent prints for future comparisons in all crimes that occur within our jurisdiction. The database can also search other outside agencies databases as long as they are in the network.

The database has proven successful on two occasions with the most recent being on Friday July 13th, 2018. Officers responded to a suspicious person call in the area of the 400 block of West 10th. Officers located and arrested the male subject on narcotics charges, the male subjects fingerprints were entered into the AFIX database and compared to crime scene fingerprints that were stored. Investigators received a positive match of the arrestee’s fingerprints to a burglary of vehicle that occurred in May of 2018. Two months had passed with no leads but an unrelated arrest led to the new lead and a positive match on a burglary of vehicle charge.

On a separate occasion in May of 2018 a juvenile was arrested for assaulting his father, with the same procedures the Juveniles fingerprints were entered into the database and a positive match resulted connecting the juvenile to four burglaries of vehicles. More importantly the property that was taken during those burglaries were recovered by investigators and returned to the owners.

The searches take a matter of minutes to conduct and normally produce search results within two minutes, our agency no longer has to send out latent prints to the Texas Department of Public Safety for comparison as they are now done in house. This is a big plus with the reason being that the State takes requests from across the State and have a turnaround time of more than 3 to 6 months.

Our agency is also planning on creating a second non-criminal database to have the latent prints of elderly persons who have dementia or Alzheimer’s disease, with this database we would be able to run a fingerprint check on a person who does not know who they are and receive potential matches within minutes.





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MEMORANDUM

To: Benjamin Arjona, City Manager
From: Tirso Garza, Fire Chief 
Date: July 16, 2018
Subject: Fire Department Monthly Report- June 2018

The San Juan Fire Department had the following activity during the month of June 2018:

Emergency Calls

A total of 101 Calls for the month of June 2018. (Please see attached report.)

- A Shift = 24
- B Shift = 30
- C Shift = 47

Med-Care Response

Med-Care EMS responded along with the Fire Department for a total of 56 calls along with six (6) delayed responses for the month of June 2018. The Med-Care report from the EMS Company was submitted on July 6, 2018.

County Calls

The San Juan Fire Department had a total of two (2) County Calls for the month of June 2018 which are the following:

- June 19, 2018 – Incident # 18-0590: 5103 N Veterans for a Medical Call.
- June 24, 2018 – Incident # 18-0606: 908 San Miguel for a Medical Call.

Volunteer Department

The San Juan Volunteer Fire Department met for their monthly business meeting on June 25, 2018, at Fire Station #2. The San Juan Volunteer Fire Department respond, stood-by and held a monthly meeting for the month of June 2018. The total amount was 7 volunteers responding to a total of 40 calls, 12 volunteers on stand-by for a total of 25 calls and 14 volunteers attended the monthly meetings for a total of 42.

Fire Inspections

A total of twenty-three (23) inspections were conducted in the Month of June 2018, please see attached for detailed information about each conducted inspection.

Plan Reviews

The following plans were reviewed by Deputy Fire Chief/ Marshal Oscar Lopez for the month of June 2018:

- Las Misiones Phase 1
- Grande Produce
- PSJA Collegiate ADM Building – 1229 S Veterans
- RGV Kids Care – 711 Alameda

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belong only to the logs that were submitted by the Fire Chief, Deputy Fire Marshal/Chief, Lieutenant or Officer in Charge for the month of June 2018 to the Administration Office.

- A total of 340.60 Gallons of Diesel
- A total of 181.5 Gallons of Unleaded

CC: Mario Garza, Mayor
Pete Garcia, Mayor Pro Tempore
Jesus “Jesse” Ramirez, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Leonardo “Lenny” Sanchez, Commissioner



JUNE 2018

"The Friendly City"

Call Volume Monthly Breakdown

FireHouse Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	11
323	Auto-Pedestrian	2
324	Motor Vehicle Accidents w/o Injuries	10
311	Medical Call	33
142/143	Grass/Brush Fires	2
131	Vehicle Fires	2
700/750	False Alarms	
154	Trash Fires	2
550/551	Assist other Agency/Dept.:	3
651	Smoke Scare	1
111	Structure Fires	1
1131	Cooking/Kitchen Fire	
100	Fire/Other	
745	Fire Alarm-False	16
1101	Equipment Fire	
412	Gas Leak	3
480	Attempted burning, Illegal action	1
600	Good Intent Call	2
611	Cancelled in Route	2
622	Investigation Run	3
541	Bee attack/ Animal Problem	1
331	Child Locked in a Vehicle	3
440/1601	Electrical Equipment Problem (Pole)	3
140	Natural Vegetation Fire	
Grand Total:		<u>101</u>

Call Volume for each shift:

-A Shift= 24

-B Shift=30

-C Shift= 47

Respectfully Submitted by,

Javier De La Cruz
Lieutenant J. De La Cruz Jr

July 1, 2018
Date:



Tirso Garza, Fire Chief
Oscar Lopez, Deputy Chief
2301 N. Raul Longoria
San Juan, TX 78589
Office: 956-223-2470
Fax: 956-783-3441

Med-Care Medical Response Times JUNE 2018

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
6-1-2018	18-523	500 North Veterans	732	742	10 min	Dog Bite
6-1-2018	18-524	106 W 12	1118	1122	4 min	Child Delivery
6-1-2018	18-525	701 E Sam Houston	1224	1231	7 min	Medical Call
6-2-2018	18-530	2602 Iris	2037	2033		Medical Call
6-3-2018	18-532	Owassa and Cesar Chavez	2057	2104	7 min	Auto Ped
6-4-2018	18-534	Chesar Chavez and Frontage	1532			MVA
6-4-2018	18-535	Gonzalez and Raul Longoria	1730	1735	5 min	MVA
6-6-2018	18-537	613 East 495	1651	1657	6 min	Medical Call
6-7-2018	18-540	Stewart and Hall Acres	825	835	10 min	MVA
6-7-2018	18-541	Frontage	917	927	10 min	Auto Ped
6-8-2018	18-543	1701 N Raul Longoria	1042	1047	5 min	Medical Call
6-8-2018	18-544	801 N Raul Longoria	1133	1140	7 min	MVA
6-8-2018	18-545	1813 S Lincoln	1252	1305	13 min	Poss. OD
6-9-2018	18-547	611 W Citrus	1802	1813	11 min	Medical Call
6-9-2018	18-548	3907 Jesenia	2017	2022	5 min	Medical Call
6-9-2018	18-549	912 W Athol	2104	2115	11 min	Medical Call
6-10-2018	18-550	1317 Rio Blanco	1045	1053	8 min	Medical Call
6-10-2018	18-551	316 W 6 th	1827	1833	6 min	Medical Call
6-10-2018	18-553	810 W Ebony	1920	1925	5 min	Medical Call
6-11-2018	18-554	Retana and El Dora	0210	0217	7 min	MVA
6-12-2018	18-556	709 Tryson	634	645	11 min	Medical Call
6-12-2018	18-557	1401 Coconut	1318	1323	5 min	Medical Call
6-12-2018	18-559	5105 N I rd	1432	1438	6 min	Medical Call
6-13-2018	18-562	400 W Exp 83	744	753	9 min	MVA
6-13-2018	18-563	1600 E Exp 83	755	757	2 min	MVA
6-13-2018	18-565	130 E 3 rd	1042	1050	8 min	Medical Call
6-13-2018	18-566	Cesar and Moore	1408	1419	11 min	MVA
6-15-2018	18-570	136 E Ciro Dr	1228	1233	5 min	Medical Call
6-15-2018	18-571	100 E 495	1315	1320	5 min	MVA
6-16-2018	18-573	400 W Exp 83 EB				MVA
6-17-2018	18-574	601 Alfredo	0648	0656	8 min	Medical Call
6-17-2018	18-576	400 W Exp 83 EB	1857	1900	3 min	MVA
6-17-2018	18-577	1318 Short	1914	1924	10 min	Medical Call
6-17-2018	18-578	800 E Frontage WB	2155	2209	14 min	MVA
6-17-2018	18-579	495 and Cesar Chavez	2158			MVA
6-18-2018	18-582	200 E Exp 83 EB	1412	1424	12 min	MVA

Tirso Garza, Fire Chief
Oscar Lopez, Deputy Chief
2301 N. Raul Longoria
San Juan, TX 78589
Office: 956-223-2470
Fax: 956-783-3441

6-18-2018	18-584	125 E 4 th	1843	1845	2 min	Medical Call
6-19-2018	18-586	206 W 10th	1005	1006	1 min	Medical Call
6-19-2018	18-587	1626 N Raul Longoria	1055	1058	3 min	Medical Call
6-19-2018	18-588	424 W Bus 83	1137	1150	13 min	Medical Call
6-19-2018	18-590	Sioux and I road	1703	1710	7 min	Medical Call
6-19-2018	18-591	2101 Sunrise	1929	1935	6 min	Suicide Attempt
6-19-2018	18-592	4601 N Raul Longoria	2144	2150	6 min	Medical Call
6-20-2018	18-596	913 W 13 th St				Medical Call
6-20-2018	18-598	901 W Exp 83	1631	1639	8 min	Medical Call
6-23-2018	18-604	905 Short Rd	2030	2036	6 min	Medical Call
6-28-2018	18-605	300 E Exp	2340	2349	9 min	Medical Call FCA
6-24-2018	18-606	908 San Miguel	1918	1931	13 min	Medical Call
6-24-2018	18-607	3802 Jesenia	1929	1950	21 min	Medical Call
6-25-2018	18-609	105 S Cesar Chavez	1318	1326	8 min	Medical Call
6-26-2018	18-610	Sam Houston and San Antonio	1337	1343	6min	MVA
6-27-2018	18-612	1207 Foster	733	737	4 min	Medical Call
6-29-2018	18-618	5007 Azteca	900	906	6 min	Medical Call
6-30-2018	18-621	Stewart and Bus 83	1351	1400	9 min	MVA
6-30-2018	18-622	300 Blk E Owassa	1611	1621	10 min	MVA
6-30-2018	18-623	800 Blk W Exp 83 WB	2220	2231	11 min	MVA
		56 Total EMS CALLS				

JUNE 30, 2018 Act Lt. Javier De La Cruz C-Shift



CITY OF SAN JUAN

**JUNE-2018
9-1-1 AMBULANCE REPORT**

**Submitted To:
Chief Tirso Garza**

July 6, 2018

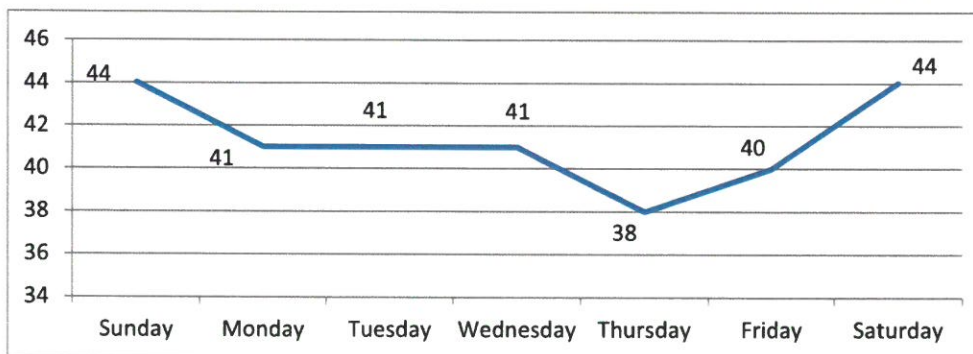
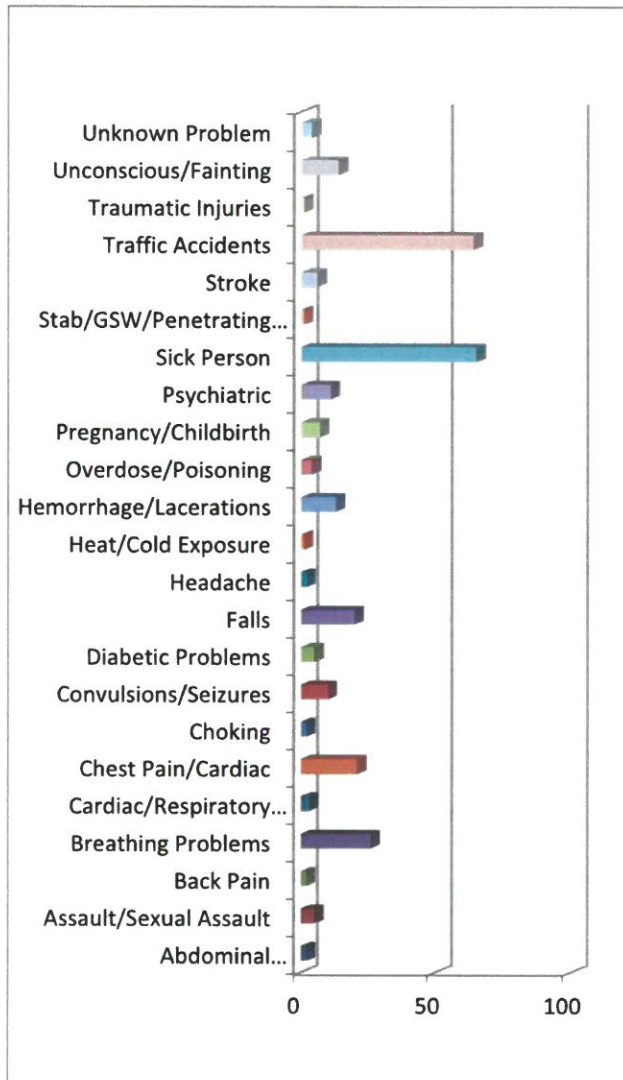
MEDCARE EMS, INC.
San Juan 9-1-1 Call Types June 2018

	San Juan
Abdominal Pain/Problems	2
Assault/Sexual Assault	5
Back Pain	2
Breathing Problems	26
Cardiac/Respiratory Arrest	3
Chest Pain/Cardiac	21
Choking	2
Convulsions/Seizures	10
Diabetic Problems	5
Falls	20
Headache	2
Heat/Cold Exposure	1
Hemorrhage/Lacerations	13
Overdose/Poisoning	4
Pregnancy/Childbirth	7
Psychiatric	11
Sick Person	65
Stab/GSW/Penetrating Trauma	1
Stroke	6
Traffic Accidents	64
Traumatic Injuries	1
Unconscious/Fainting	14
Unknown Problem	4
Total	289

Calls by Day of the Week	Total
Sunday	44
Monday	41
Tuesday	41
Wednesday	41
Thursday	38
Friday	40
Saturday	44
Total	289

Compliance Response

92.5%



trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	trftime	atdtime
6/1/2018	22,306	500 N VETERANS	SAN JUAN	03-B-3	7:36:37 AM	7:43:53 AM	12:00:00 AM	0:00:00
6/1/2018	22,310	1209 E SAN JUAN CIR	SAN JUAN	01-C-4	8:34:39 AM	8:39:03 AM	8:50:03 AM	9:09:41
6/1/2018	22,321	106 W 12TH ST	SAN JUAN	24-D-3	11:17:50 AM	11:22:06 AM	11:37:43 AM	11:57:22
6/1/2018	22,322	1000 MINT DR	SAN JUAN	06-D-2	11:30:46 AM	11:30:48 AM	11:42:36 AM	11:53:02
6/1/2018	22,327	701 E SAN HOUSTON BLVD	SAN JUAN	06-C-1	12:25:57 PM	12:30:53 PM	12:47:25 PM	13:01:04
6/1/2018	22,364	215 ALFREDO ST	SAN JUAN	12-C-4	5:28:53 PM	5:31:29 PM	5:47:36 PM	18:01:51
6/1/2018	22,389	1205 MONICA LN	SAN JUAN	12-A-1-E	8:57:07 PM	9:05:39 PM	9:43:08 PM	21:43:12
6/2/2018	22,435	312 MESQUITE	SAN JUAN	26-A-8	9:03:41 AM	9:14:20 AM	9:27:31 AM	9:45:37
6/2/2018	22,437	122 MESQUITE DR	SAN JUAN	17-B-3-G	9:17:18 AM	9:21:20 AM	12:00:00 AM	0:00:00
6/2/2018	22,440	801 W 1ST	SAN JUAN	18-A-1	10:25:33 AM	10:30:58 AM	10:53:05 AM	11:02:56
6/2/2018	22,459	2203 FRESNO ST	SAN JUAN	05-A-1	1:48:41 PM	1:54:36 PM	2:07:37 PM	14:21:45
6/2/2018	22,480	FM 495 & LINCOLN	SAN JUAN	29-B-5-U	5:15:17 PM	5:18:18 PM	5:32:25 PM	17:44:20
6/2/2018	22,511	2602 IRIS	SAN JUAN	31-D-3	8:28:49 PM	8:33:44 PM	8:51:21 PM	21:08:33
6/2/2018	22,533	1406 CHULA VISTA	SAN JUAN	24-A-1	11:28:02 PM	11:35:48 PM	11:51:49 PM	0:07:47
6/3/2018	22,562	1800 CALLE LINDA	SAN JUAN	21-D-4-M	8:18:45 AM	8:26:56 AM	8:43:24 AM	9:01:07
6/3/2018	22,572	300 N NEBRASKA AVE	SAN JUAN	26-C-1	10:10:03 AM	10:12:28 AM	10:23:23 AM	10:33:20
6/3/2018	22,573	110 SANDRA ST	SAN JUAN	26-A-4	10:36:34 AM	10:39:11 AM	10:58:00 AM	11:07:23
6/3/2018	22,576	2301 N RAUL LONGORIA	SAN JUAN	10-C-1	11:01:33 AM	11:07:14 AM	11:34:40 AM	11:53:13
6/3/2018	22,598	100 JUSTICE	SAN JUAN	29-B-5-U	1:56:04 PM	2:02:20 PM	2:17:53 PM	14:33:53
6/3/2018	22,612	RIDGE RD & S NEBRASKA AVE	SAN JUAN	29-B-5-U	3:21:00 PM	3:32:10 PM	3:53:27 PM	16:03:26
6/3/2018	22,622	2205 S STEWART	SAN JUAN	26-C-1	4:11:37 PM	4:25:41 PM	4:58:24 PM	17:18:12
6/3/2018	22,628	1605 COCONUT PALM AVE	SAN JUAN	26-C-2	5:58:45 PM	6:04:29 PM	6:22:26 PM	18:39:42
6/3/2018	22,631	1209 E SIOUX RD	SAN JUAN	32-B-3	6:10:22 PM	6:14:29 PM	12:00:00 AM	0:00:00
6/3/2018	22,644	N CESAR CHAVEZ RD & OWASSA	SANJUAN	29-D-2-M	8:58:48 PM	9:04:15 PM	9:21:08 PM	21:36:26
6/3/2018	22,645	807 W CITRUS AVE	SAN JUAN	26-A-1	9:00:30 PM	9:05:39 PM	9:18:28 PM	21:28:23
6/4/2018	22,663	111 SGT LEONEL TREVIÑO	SAN JUAN	26-A-2	12:34:46 AM	12:37:20 AM	12:57:04 AM	1:09:14
6/4/2018	22,671	1310 RIO BLANCO	SAN JUAN	06-C-1	1:44:05 AM	1:50:33 AM	2:02:54 AM	2:18:34
6/4/2018	22,683	1607 HOOPER AVE	SAN JUAN	28-C-02-L	3:42:19 AM	3:48:44 AM	4:12:05 AM	4:26:30
6/4/2018	22,753	S CESAR CHAVEZ RD & FRONTAGE	SAN JUAN	29-B-5-U	3:32:39 PM	3:38:23 PM	3:54:50 PM	16:04:53
6/4/2018	22,758	S CESAR CHAVEZ RD & W EXPRESSWAY 83	SAN JUAN	29-B-5-U	3:51:32 PM	3:55:19 PM	4:11:34 PM	16:22:29
6/4/2018	22,776	512 S SHAWNEE BEND RD	SAN JUAN	13-C-2	5:53:21 PM	5:59:00 PM	6:15:11 PM	18:39:15
6/4/2018	22,781	300 N NEBRASKA AVE	SAN JUAN	28-C-05-D	6:16:22 PM	6:18:59 PM	6:41:07 PM	18:59:59
6/4/2018	22,810	801 W 1ST	SAN JUAN	04-B-5-A	8:21:35 PM	8:27:34 PM	8:51:30 PM	20:58:45
6/4/2018	22,821	1504 CHULA VISTA	SAN JUAN	17-A-2	10:12:47 PM	10:16:28 PM	10:32:47 PM	22:46:52
6/4/2018	22,826	5409 NORTH VETERANS BOULEVARD	SAN JUAN	26-A-11	10:27:15 PM	10:34:53 PM	11:00:57 PM	23:11:35
6/4/2018	22,827	902 S IOWA AVE	SAN JUAN	10-D-1	11:06:21 PM	11:13:44 PM	11:32:53 PM	23:46:26
6/5/2018	22,837	1330 MAYFAIR ST	SAN JUAN	06-D-2-A	2:02:55 AM	2:10:33 AM	2:23:38 AM	2:33:43
6/5/2018	22,873	EXPRESSWAY 83 & NEBRASKA	SAN JUAN	29-B-5-U	1:17:52 PM	1:20:22 PM	1:43:20 PM	13:50:30
6/5/2018	22,875	N NEBRASKA AVE & US HWY 83	SAN JUAN	29-B-5-U	1:28:06 PM	1:30:44 PM	1:40:25 PM	13:54:58
6/5/2018	22,876	236 SANDRA ST	SAN JUAN	26-C-1	1:39:04 PM	1:42:37 PM	1:55:35 PM	14:10:27
6/5/2018	22,877	N NEBRASKA AVE & US HWY 83	SAN JUAN	29-B-5-U	1:28:06 PM	1:30:44 PM	1:40:25 PM	13:55:00
6/5/2018	22,878	EXPRESSWAY 83 & NEBRASKA	SAN JUAN	29-B-5-U	1:17:52 PM	1:20:22 PM	1:43:20 PM	13:50:32
6/5/2018	22,879	EXPRESSWAY 83 & NEBRASKA	SAN JUAN	29-B-5-U	1:17:52 PM	1:20:22 PM	1:43:20 PM	13:50:36
6/5/2018	22,890	1701 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	2:58:40 PM	3:01:59 PM	3:21:50 PM	15:35:26

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tritime	adtime
6/5/2018	22,896	1701 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	2:58:40 PM	3:01:59 PM	3:21:50 PM	15:36:28
6/5/2018	22,912	900 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	5:29:47 PM	5:33:57 PM	12:00:00 AM	0:00:00
6/5/2018	22,932	912 GRAPEFRUIT ST	SAN JUAN	26-C-2	7:35:36 PM	7:38:41 PM	7:48:54 PM	20:03:39
6/6/2018	22,968	2108 CEDRO ST	SAN JUAN	31-C-1	2:43:33 AM	2:49:28 AM	3:03:29 AM	3:17:30
6/6/2018	22,983	FM 495 & ROAD	SAN JUAN	31-D-1	9:57:19 AM	10:00:26 AM	12:00:00 AM	0:00:00
6/6/2018	22,995	5101 N RAUL LONGORIA RD	SAN JUAN	13-C-2	11:20:39 AM	11:23:55 AM	11:42:49 AM	11:56:49
6/6/2018	23,011	809 SAN MARCOS	SAN JUAN	31-D-3	2:10:34 PM	2:15:03 PM	2:22:54 PM	14:38:40
6/6/2018	23,013	300 N NEBRASKA AVE	SAN JUAN	26-A-10	2:18:12 PM	2:21:46 PM	2:31:53 PM	15:40:53
6/6/2018	23,019	800 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	2:58:58 PM	3:02:40 PM	12:00:00 AM	0:00:00
6/6/2018	23,045	610 E 495	SAN JUAN	17-A-4-G	4:54:51 PM	4:57:52 PM	5:11:13 PM	17:29:53
6/6/2018	23,051	1315 HAMPTON ST	SAN JUAN	26-A-1	5:27:16 PM	5:37:59 PM	5:51:44 PM	18:04:40
6/6/2018	23,060	300 N NEBRASKA AVE	SAN JUAN	26-A-4	6:05:39 PM	6:13:08 PM	6:36:51 PM	19:20:58
6/6/2018	23,070	513 W ATHOL AVE	SAN JUAN	06-D-1	7:08:30 PM	7:12:13 PM	7:25:28 PM	19:37:28
6/6/2018	23,098	1319 STATE AVE	SAN JUAN	21-B-2	10:37:53 PM	10:42:39 PM	11:18:47 PM	0:18:45
6/6/2018	23,101	807 W CITRUS AVE	SAN JUAN	26-A-8	11:04:31 PM	11:13:10 PM	11:27:50 PM	23:36:17
6/7/2018	23,106	2011 SUNRISE DR	SAN JUAN	10-D-4	12:15:41 AM	12:24:23 AM	12:31:52 AM	0:45:48
6/7/2018	23,121	207 CAMINO REAL	SAN JUAN	24-D-3	3:28:05 AM	3:35:05 AM	3:46:11 AM	4:02:49
6/7/2018	23,134	HALL ACRES & STEWART	SAN JUAN	29-B-5-U	8:29:21 AM	8:37:33 AM	8:51:21 AM	9:01:20
6/7/2018	23,135	STEWART & HALL ACRES	SAN JUAN	29-B-5-U	8:42:25 AM	8:49:09 AM	8:59:58 AM	9:13:31
6/7/2018	23,137	387 W FRONTAGE	SAN JUAN	29-D-2-M	9:19:36 AM	9:21:55 AM	9:38:29 AM	9:46:10
6/7/2018	23,153	2301 N RAUL LONGORIA	SAN JUAN	26-B-1	11:32:49 AM	11:39:04 AM	11:54:49 AM	12:07:08
6/7/2018	23,166	1922 CUNCUN DR	SAN JUAN	28-C-1-J	1:59:56 PM	2:03:18 PM	2:18:09 PM	14:31:55
6/7/2018	23,183	1000 E EXPRESSWAY	SAN JUAN	29-B-5-U	4:08:48 PM	4:13:53 PM	4:25:26 PM	16:34:22
6/7/2018	23,185	305 E LOS EBANOS	SAN JUAN	12-A-1-E	4:46:54 PM	4:50:25 PM	5:11:00 PM	17:23:58
6/7/2018	23,237	2200 N RAUL LONGORIA RD	SAN JUAN	29-B-05	10:43:19 PM	10:53:12 PM	11:15:54 PM	23:27:29
6/7/2018	23,240	2200 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	10:57:58 PM	11:01:08 PM	11:20:29 PM	23:33:00
6/7/2018	23,241	107 CALLE DEL JARDIN	SAN JUAN	26-B-1	11:00:42 PM	11:11:21 PM	12:00:00 AM	0:00:00
6/7/2018	23,242	2200 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	10:57:58 PM	11:01:08 PM	11:20:29 PM	23:33:05
6/7/2018	23,245	3900 JESENIA ST	SAN JUAN	17-D-4	11:51:06 PM	11:53:54 PM	12:18:37 AM	0:29:32
6/8/2018	23,250	109 W LOS EBANOS ST	SAN JUAN	26-A-8	1:06:01 AM	1:11:26 AM	1:22:33 AM	1:33:54
6/8/2018	23,272	1330 MAYFAIR ST	SAN JUAN	06-D-2-A	6:40:51 AM	6:46:57 AM	6:59:23 AM	7:13:20
6/8/2018	23,274	1620 N RAUL LONGORIA RD	SAN JUAN	26-A-8	7:16:14 AM	7:21:50 AM	7:39:31 AM	7:49:32
6/8/2018	23,284	2301 N RAUL LONGORIA	SAN JUAN	26-B-1	9:10:53 AM	9:15:03 AM	9:37:49 AM	9:49:57
6/8/2018	23,288	801 W 1ST ST	SAN JUAN	31-D-2	9:51:10 AM	9:55:13 AM	10:21:45 AM	10:38:03
6/8/2018	23,296	495 & RAUL LONGORIA	SAN JUAN	21-B-1	10:46:43 AM	11:19:01 AM	12:00:00 AM	0:00:00
6/8/2018	23,297	2301 N RAUL LONGORIA	SAN JUAN	26-B-1	10:49:04 AM	10:53:09 AM	12:00:00 AM	0:00:00
6/8/2018	23,302	300 N NEBRASKA AVE	SAN JUAN	06-C-1	11:14:45 AM	11:18:09 AM	11:45:16 AM	11:54:57
6/8/2018	23,308	801 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	11:34:57 AM	11:38:42 AM	11:46:18 AM	12:04:19
6/8/2018	23,310	801 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	11:42:43 AM	11:43:05 AM	11:50:32 AM	12:26:35
6/8/2018	23,314	2802 SAN GABRIEL	SAN JUAN	12-A-2	12:33:04 PM	12:39:55 PM	1:20:50 PM	13:35:15
6/8/2018	23,317	1813 S LINCOLN AVE	SAN JUAN	23-C-2-1	12:56:02 PM	1:01:25 PM	1:25:50 PM	13:48:04
6/8/2018	23,326	801 W FIRST ST	SAN JUAN	26-A-8	1:42:57 PM	1:47:58 PM	2:06:52 PM	14:20:24
6/8/2018	23,345	303 W LOS EBANOS ST	SAN JUAN	10-D-4	4:09:26 PM	4:11:21 PM	4:38:30 PM	16:51:04
6/8/2018	23,357	300 N NEBRASKA AVE	SAN JUAN	10-C-3	5:36:39 PM	5:38:42 PM	5:57:29 PM	18:10:38

trip_date	run_number	puaddr	pucity	mpds	displine	atstime	trastime	atdtime
6/8/2018	23,378	118 MONICA ST	SAN JUAN	13-C-1	8:18:50 PM	8:24:44 PM	8:42:39 PM	20:55:09
6/9/2018	23,427	155 N DEANNA DR	SAN JUAN	26-A-7	9:38:23 AM	9:41:14 AM	9:56:44 AM	10:07:53
6/9/2018	23,432	807 W CITRUS AVE	SAN JUAN	26-A-1	10:37:56 AM	10:53:19 AM	11:07:41 AM	11:16:41
6/9/2018	23,473	611 CITRUS ST	SAN JUAN	31-D-2	6:03:50 PM	6:11:17 PM	6:31:15 PM	18:38:34
6/9/2018	23,488	504 S SAN ANTONIO AVE	SAN JUAN	06-C-1-A	7:29:41 PM	7:32:37 PM	7:43:04 PM	19:57:57
6/9/2018	23,495	3907 JESENA ST	SAN JUAN	09-E-1	8:15:32 PM	8:19:29 PM	8:36:18 PM	20:46:48
6/9/2018	23,496	2301 N. RAUL LONGORIA	SAN JUAN	26-A-1	8:26:20 PM	8:30:23 PM	8:52:27 PM	20:52:27
6/9/2018	23,500	2019 LOMA ALTA DR	SAN JUAN	11-A-1	8:44:48 PM	8:50:06 PM	8:58:59 PM	21:14:30
6/9/2018	23,505	912 W ATHOL AVE	SAN JUAN	27-D-4-S	9:03:23 PM	9:06:28 PM	9:24:17 PM	21:31:36
6/10/2018	23,554	2301 N. RAUL LONGORIA	SAN JUAN	28-B-1	10:24:29 AM	10:30:24 AM	10:43:25 AM	10:43:25
6/10/2018	23,557	410 W 13TH ST	SAN JUAN	18-C-4-L	10:47:37 AM	10:54:09 AM	11:05:34 AM	11:24:29
6/10/2018	23,558	1317 RIO BLANCO	SAN JUAN	28-C-03-J	10:51:30 AM	10:55:58 AM	11:22:25 AM	11:36:52
6/10/2018	23,567	200 SALLY AVE	SAN JUAN	25-B-6	12:43:53 PM	12:49:55 PM	1:07:40 PM	13:25:21
6/10/2018	23,597	6TH & SAN ANTONIO	SAN JUAN	09-E-1	6:25:29 PM	6:28:45 PM	6:44:25 PM	18:54:47
6/10/2018	23,603	810 WEBONY	SAN JUAN	12-D-2-E	7:20:10 PM	7:24:52 PM	7:32:19 PM	19:48:13
6/10/2018	23,607	2301 N. RAUL LONGORIA	SAN JUAN	26-A-1	8:09:11 PM	8:15:44 PM	8:30:39 PM	20:30:39
6/11/2018	23,625	RETAMA & EL DORA	SAN JUAN	29-B-5-U	2:11:40 AM	2:17:37 AM	2:31:32 AM	2:47:17
6/11/2018	23,627	RETAMA & EL DORA	SAN JUAN	29-B-5-U	2:11:40 AM	2:17:37 AM	2:31:32 AM	2:47:20
6/11/2018	23,641	1817 MARY ANN ST	SAN JUAN	10-C-3	9:08:46 AM	9:09:32 AM	9:17:47 AM	9:31:51
6/11/2018	23,652	5100 OLEANDER DR	SAN JUAN	17-A-4-G	10:22:56 AM	10:34:40 AM	10:43:47 AM	10:43:47
6/11/2018	23,673	2301 N. RAUL LONGORIA	SAN JUAN	26-A-1	12:51:01 PM	12:57:31 PM	1:10:44 PM	13:10:44
6/11/2018	23,682	301 W SAN DIEGO	SAN JUAN	06-D-2	1:58:37 PM	2:01:28 PM	2:16:19 PM	14:42:12
6/11/2018	23,691	1323 ANDREWS ST	SAN JUAN	21-B-1-M	3:36:44 PM	3:42:19 PM	4:03:57 PM	16:18:19
6/11/2018	23,700	604 JAME ST	SAN JUAN	06-D-4	4:16:58 PM	4:21:25 PM	4:41:00 PM	16:59:44
6/11/2018	23,718	300 N NEBRASKA AVE	SAN JUAN	26-A-4	6:38:52 PM	6:45:34 PM	7:03:17 PM	19:17:46
6/11/2018	23,722	311 E EXPRESSWAY	SAN JUAN	31-D-3	7:05:04 PM	7:11:03 PM	12:00:00 AM	0:00:00
6/12/2018	23,754	709 TREYSON DR	SAN JUAN	12-A-1-E	6:41:00 AM	6:52:51 AM	12:00:00 AM	0:00:00
6/12/2018	23,775	604 W MESQUITE ST	SAN JUAN	13-C-2	11:10:17 AM	11:16:23 AM	11:26:40 AM	11:34:59
6/12/2018	23,786	1401 COCONUT PALM AVE	SAN JUAN	26-C-1	1:19:29 PM	1:24:00 PM	1:38:39 PM	13:55:28
6/12/2018	23,843	1104 S STANDARD AVE	SAN JUAN	17-B-1	7:38:28 PM	7:43:31 PM	8:00:30 PM	20:18:44
6/13/2018	23,880	109 ALFREDO ST	SAN JUAN	31-D-3	6:21:48 AM	6:23:52 AM	6:45:40 AM	6:55:27
6/13/2018	23,885	600 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	7:52:26 AM	7:57:45 AM	8:11:39 AM	8:18:50
6/13/2018	23,886	600 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	7:56:03 AM	7:56:08 AM	12:00:00 AM	0:00:00
6/13/2018	23,888	600 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	7:56:03 AM	7:56:08 AM	12:00:00 AM	0:00:00
6/13/2018	23,903	130 E 3RD ST	SAN JUAN	06-D-4-A	10:47:25 AM	10:53:04 AM	11:04:43 AM	11:21:10
6/13/2018	23,929	CESAR CHAVEZ & MOORE	SAN JUAN	29-B-5-U	2:10:57 PM	2:18:46 PM	2:28:04 PM	14:43:02
6/13/2018	23,933	CESAR CHAVEZ & MOORE	SAN JUAN	29-B-5-U	2:10:57 PM	2:18:46 PM	2:28:04 PM	14:43:09
6/13/2018	23,934	CESAR CHAVEZ & MOORE	SAN JUAN	29-B-5-U	2:10:57 PM	2:18:46 PM	2:28:04 PM	14:43:14
6/13/2018	23,935	CESAR CHAVEZ & MOORE	SAN JUAN	29-B-5-U	2:10:57 PM	2:18:46 PM	2:28:04 PM	14:43:16
6/13/2018	23,981	400 E SGT TREVINO	SAN JUAN	29-B-5-U	7:21:23 PM	7:26:30 PM	7:40:11 PM	19:51:16
6/13/2018	23,986	400 E SGT TREVINO	SAN JUAN	29-B-5-U	7:37:27 PM	7:41:17 PM	7:48:38 PM	19:58:35
6/13/2018	23,987	400 E SGT TREVINO	SAN JUAN	29-B-5-U	7:21:23 PM	7:26:30 PM	7:40:11 PM	19:51:17
6/13/2018	23,988	400 E SGT TREVINO	SAN JUAN	29-B-5-U	7:21:23 PM	7:26:30 PM	7:40:11 PM	19:51:19
6/13/2018	24,004	1406 COCONUT PALM AVE	SAN JUAN	10-D-1	11:26:03 PM	11:31:30 PM	11:39:07 PM	23:50:30

trip_date	run_number	puaddr	pucity	mpds	displine	atstime	tratrane	altdtime
6/14/2018	24,008	800 US BUSINESS 83	SAN JUAN	25-A-2-V	12:36:52 AM	12:43:38 AM	12:57:14 AM	1:11:30
6/14/2018	24,010	612 GARDENIA DR	SAN JUAN	31-C-1	1:21:56 AM	1:29:45 AM	1:45:06 AM	2:00:01
6/14/2018	24,020	307 E 11TH ST	SAN JUAN	26-O-20	5:11:24 AM	5:24:12 AM	12:00:00 AM	0:00:00
6/14/2018	24,021	400 N IOWA AVE	SAN JUAN	10-D-4	5:20:04 AM	5:27:33 AM	5:42:18 AM	5:52:59
6/14/2018	24,058	808 SHUFFORD ST	SAN JUAN	25-B-3	11:17:30 AM	11:23:40 AM	12:00:00 AM	0:00:00
6/14/2018	24,061	808 SHUFFORD ST	SAN JUAN	25-B-3	11:31:24 AM	11:36:14 AM	11:45:00 AM	12:08:07
6/14/2018	24,092	824 E BUSINESS 83	SAN JUAN	26-A-8	2:39:17 PM	2:47:19 PM	12:00:00 AM	0:00:00
6/14/2018	24,097	300 N NEBRASKA AVE	SAN JUAN	25-D-1-V	3:00:49 PM	3:13:21 PM	3:23:15 PM	15:28:18
6/14/2018	24,108	1111 PALMADO AVE	SAN JUAN	17-B-1	3:57:50 PM	4:11:10 PM	4:24:24 PM	16:37:32
6/14/2018	24,150	111 SGT LEONEL TREVINO	SAN JUAN	26-A-10	10:09:06 PM	10:14:11 PM	10:42:17 PM	22:56:14
6/15/2018	24,183	1521 N SCOTTY ST	SAN JUAN	17-A-4	10:01:47 AM	10:04:45 AM	10:18:35 AM	10:31:37
6/15/2018	24,196	136 E OIRO DR	SAN JUAN	11-D-1-F	12:31:46 PM	12:35:42 PM	12:44:51 PM	12:52:17
6/15/2018	24,206	214 E CHAPARRAL ST	SAN JUAN	06-D-4	1:16:42 PM	1:21:50 PM	1:28:58 PM	13:40:12
6/15/2018	24,207	100 E FM 495	SAN JUAN	29-B-05	1:19:54 PM	1:21:33 PM	12:00:00 AM	0:00:00
6/15/2018	24,218	502 W SAM HOUSTON BLVD	SAN JUAN	31-D-2	2:59:34 PM	3:03:25 PM	3:12:42 PM	15:26:02
6/15/2018	24,259	511 TAYLOR ST	SAN JUAN	32-B-2	6:28:40 PM	6:36:38 PM	6:54:22 PM	19:09:25
6/15/2018	24,303	505 TAYLOR ST	SAN JUAN	17-B-1	10:03:26 PM	10:09:41 PM	10:27:28 PM	22:50:03
6/16/2018	24,331	207 WASHINGTON	SAN JUAN	25-A-1	1:36:29 AM	1:41:21 AM	2:05:43 AM	2:17:10
6/16/2018	24,349	BUSINESS 83 & SUNCHASE	SAN JUAN	21-B-1	3:41:20 AM	3:48:01 AM	12:00:00 AM	0:00:00
6/16/2018	24,358	2902 S STEWART RD	SAN JUAN	17-B-1-G	7:11:17 AM	7:17:50 AM	7:36:54 AM	7:54:33
6/16/2018	24,364	508 E SALAZAR ST	SAN JUAN	17-A-4-G	8:41:47 AM	8:47:06 AM	9:13:54 AM	9:13:54
6/16/2018	24,384	2301 N RAUL LONGORIA	SAN JUAN	25-B-6	12:37:42 PM	12:41:15 PM	12:00:00 AM	0:00:00
6/16/2018	24,388	1325 STATE AVE	SAN JUAN	26-A-2	1:25:42 PM	1:32:21 PM	1:49:13 PM	14:04:14
6/16/2018	24,430	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	6:53:46 PM	7:06:25 PM	12:00:00 AM	0:00:00
6/16/2018	24,440	1224 S LINCOLN AVE	SAN JUAN	26-A-3	8:17:52 PM	8:26:06 PM	8:46:32 PM	21:09:42
6/16/2018	24,447	304 SAN IGNACIO AVE	SAN JUAN	25-B-1	9:32:07 PM	9:34:46 PM	9:50:44 PM	22:04:52
6/17/2018	24,488	601 ALFREDO ST	SAN JUAN	06-E-1	6:48:44 AM	6:51:34 AM	7:06:48 AM	7:19:30
6/17/2018	24,554	2301 N RAUL LONGORIA	SAN JUAN	26-B-1	6:42:44 PM	6:45:41 PM	12:00:00 AM	0:00:00
6/17/2018	24,556	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	6:58:00 PM	7:00:15 PM	7:29:20 PM	19:41:36
6/17/2018	24,560	1318 SHORT RD	SAN JUAN	32-B-3	7:14:30 PM	7:18:43 PM	12:00:00 AM	0:00:00
6/17/2018	24,563	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	6:58:00 PM	7:00:15 PM	7:29:20 PM	19:41:37
6/17/2018	24,564	106 JUSTICE LN	SAN JUAN	26-A-9	7:44:45 PM	7:54:41 PM	8:06:53 PM	20:24:22
6/17/2018	24,569	107 MESQUITE DR	SAN JUAN	17-B-1-G	8:30:41 PM	8:35:40 PM	8:56:37 PM	21:13:38
6/17/2018	24,576	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	9:55:50 PM	10:00:59 PM	10:41:57 PM	22:52:29
6/17/2018	24,578	CESAR CHAVEZ & 495	SAN JUAN	29-B-5-U	10:03:05 PM	10:07:02 PM	12:00:00 AM	0:00:00
6/17/2018	24,579	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:03:52 PM	10:11:27 PM	10:28:04 PM	22:49:17
6/17/2018	24,580	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:08:34 PM	10:12:52 PM	10:30:08 PM	22:38:43
6/17/2018	24,582	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:22:38 PM	10:27:40 PM	10:41:04 PM	22:51:32
6/17/2018	24,587	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:22:38 PM	10:27:40 PM	10:41:04 PM	22:51:35
6/17/2018	24,588	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:22:38 PM	10:27:40 PM	10:41:04 PM	22:51:36
6/17/2018	24,589	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	9:55:50 PM	10:00:59 PM	10:41:57 PM	22:52:31
6/17/2018	24,590	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	9:55:50 PM	10:00:59 PM	10:41:57 PM	22:52:32
6/17/2018	24,591	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	9:55:50 PM	10:00:59 PM	10:41:57 PM	22:52:32
6/17/2018	24,592	800 E EXPRESSWAY 83	SAN JUAN	29-D-2-P	10:03:52 PM	10:11:27 PM	10:28:04 PM	22:49:19

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratime	atdtime
6/18/2018	24,633	5002 AZTEC DR	SAN JUAN	04-B-3-A	11:07:14 AM	11:13:31 AM	12:00:00 AM	0:00:00
6/18/2018	24,651	200 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	2:24:59 PM	2:27:35 PM	2:38:41 PM	14:56:33
6/18/2018	24,652	200 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	2:30:36 PM	2:37:24 PM	2:49:28 PM	15:03:23
6/18/2018	24,665	708 BORDER BREEZE	SAN JUAN	26-B-1	3:31:15 PM	3:36:11 PM	3:41:55 PM	15:52:45
6/18/2018	24,666	200 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	2:24:59 PM	2:27:35 PM	2:38:41 PM	14:56:33
6/18/2018	24,667	200 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	2:24:59 PM	2:27:35 PM	2:38:41 PM	14:56:33
6/18/2018	24,696	BUSINESS 83 & STEWART	SAN JUAN	26-B-1	6:17:10 PM	6:19:56 PM	12:00:00 AM	0:00:00
6/18/2018	24,702	125 E 4TH ST	SAN JUAN	10-D-2	6:40:53 PM	6:43:56 PM	6:58:03 PM	19:09:39
6/18/2018	24,705	1101 E 495	SAN JUAN	26-B-1	6:46:06 PM	6:49:30 PM	7:43:30 PM	19:56:32
6/18/2018	24,725	1207 SAN FRANCISCO	SAN JUAN	10-D-5	10:27:57 PM	10:32:26 PM	10:49:07 PM	23:06:23
6/18/2018	24,732	519 W OWASSA	SAN JUAN	10-C-1	11:50:32 PM	11:55:16 PM	12:13:59 AM	0:25:05
6/19/2018	24,736	112 W 2ND ST	SAN JUAN	26-C-1	2:18:22 AM	2:24:08 AM	2:46:29 AM	2:58:12
6/19/2018	24,741	319 E 11TH ST	SAN JUAN	06-D-2	4:10:45 AM	4:26:49 AM	4:36:11 AM	4:51:23
6/19/2018	24,744	300 N NEBRASKA AVE	SAN JUAN	21-D-4-M	5:24:40 AM	5:30:56 AM	5:51:06 AM	6:00:43
6/19/2018	24,759	1005 SUN VALLEY ST	SAN JUAN	17-A-4-G	9:18:34 AM	9:26:11 AM	12:00:00 AM	0:00:00
6/19/2018	24,761	RAUL LONGORIA & EXPRESSWAY 83	SAN JUAN	26-B-1	9:31:39 AM	9:31:45 AM	9:39:14 AM	9:46:34
6/19/2018	24,763	600 E EXPRESSWAY 83	SAN JUAN	29-B-5-U	9:42:53 AM	9:45:38 AM	12:00:00 AM	0:00:00
6/19/2018	24,767	206 W 10TH ST	SAN JUAN	31-D-2	10:03:25 AM	10:07:53 AM	10:21:00 AM	10:34:25
6/19/2018	24,772	1626 N RAUL LONGORIA RD	SAN JUAN	06-D-1	10:56:48 AM	10:58:29 AM	12:00:00 AM	0:00:00
6/19/2018	24,777	424 W BUSINESSWAY 83	SAN JUAN	17-B-3	11:43:26 AM	11:50:55 AM	12:00:30 PM	12:13:47
6/19/2018	24,803	5103 N VETERANS	SAN JUAN	10-D-2	5:04:36 PM	5:10:35 PM	5:27:40 PM	17:42:54
6/19/2018	24,822	2101 SUNRISE	SAN JUAN	25-B-6	7:29:58 PM	7:32:04 PM	7:42:48 PM	19:58:11
6/19/2018	24,836	4601 N RAUL LONGORIA RD	SAN JUAN	09-E-1	9:45:51 PM	9:51:21 PM	10:21:44 PM	22:30:58
6/19/2018	24,840	120 E CIRO DR	SAN JUAN	26-C-1	10:29:32 PM	10:31:59 PM	10:49:07 PM	22:59:32
6/20/2018	24,848	2912 FORTUNE AVE	SAN JUAN	17-B-1	12:56:04 AM	1:03:20 AM	1:32:03 AM	1:44:07
6/20/2018	24,879	1008 E NOLANA	SAN JUAN	30-B-3	9:17:47 AM	9:18:05 AM	12:00:00 AM	0:00:00
6/20/2018	24,891	1201 SAN FRANCISCO	SAN JUAN	10-C-1	10:26:06 AM	10:30:19 AM	12:00:00 AM	0:00:00
6/20/2018	24,895	913 W 13TH ST	SAN JUAN	06-D-2 E	10:54:33 AM	11:00:18 AM	11:14:56 AM	11:29:39
6/20/2018	24,909	106 E 495	SAN JUAN	28-C-08-G	12:18:25 PM	12:21:35 PM	12:34:18 PM	12:46:01
6/20/2018	24,956	901 W EXRESWAY 83	SAN JUAN	12-D-2	4:33:31 PM	4:36:46 PM	4:52:31 PM	17:04:35
6/20/2018	24,987	300 N NEBRASKA AVE	SAN JUAN	26-A-3	8:23:56 PM	8:31:18 PM	8:48:33 PM	21:04:06
6/20/2018	25,002	120 DOMINIQUE LN	SAN JUAN	32-B-2	9:45:53 PM	9:53:00 PM	12:00:00 AM	0:00:00
6/20/2018	25,011	824 LOS EBANOS RD	SAN JUAN	21-D-1	10:56:20 PM	11:05:23 PM	11:33:12 PM	23:44:51
6/20/2018	25,014	731 SAN JUANITA	SAN JUAN	26-A-8	11:30:59 PM	11:42:15 PM	11:57:13 PM	0:08:04
6/21/2018	25,068	300 N NEBRASKA AVE	SAN JUAN	06-D-3	11:01:26 AM	11:17:52 AM	11:30:28 AM	11:51:49
6/21/2018	25,073	5101 N RAUL LONGORIA RD	SAN JUAN	31-D-2	11:47:22 AM	11:58:28 AM	12:26:24 PM	12:26:30
6/21/2018	25,090	502 W SAM HOUSTON BLVD	SAN JUAN	26-B-1	12:55:06 PM	1:06:15 PM	1:16:03 PM	13:35:03
6/21/2018	25,136	5100 OLEANDER DRIVE	SAN JUAN	26-C-1	4:45:03 PM	4:56:28 PM	5:02:14 PM	17:20:34
6/21/2018	25,146	1314 HAMPTON ST	SAN JUAN	21-B-1	6:08:26 PM	6:14:01 PM	6:33:19 PM	18:44:57
6/21/2018	25,147	400 N NEBRASKA AVE	SAN JUAN	26-A-6	6:09:07 PM	6:15:30 PM	12:00:00 AM	0:00:00
6/21/2018	25,175	808 E 15TH	SAN JUAN	31-A-3	8:49:09 PM	12:00:00 AM	12:00:00 AM	0:00:00
6/21/2018	25,188	201 W HALL ACRES	SAN JUAN	26-C-1	10:40:19 PM	10:47:32 PM	11:05:49 PM	23:20:23
6/22/2018	25,240	607 W ALAMEDA RD	SAN JUAN	17-B-1-G	12:09:31 PM	12:12:57 PM	12:32:39 PM	12:43:22
6/22/2018	25,241	2125 DOE ST	SAN JUAN	21-B-1	12:24:14 PM	12:27:53 PM	12:41:14 PM	12:54:24

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratime	alddtime
6/22/2018	25,288	1325 WAYFAIR ST	SAN JUAN	26-B-1	6:20:42 PM	6:37:17 PM	6:53:20 PM	19:04:52
6/22/2018	25,315	304 SAN IGNACIO	SAN JUAN	04-B-3-A	8:47:25 PM	8:54:12 PM	12:00:00 AM	0:00:00
6/22/2018	25,317	425 S NEBRASKA	SAN JUAN	12-A-3	8:58:51 PM	9:03:20 PM	9:21:30 PM	21:32:01
6/22/2018	25,318	I RD & 1ST ST	SAN JUAN	29-B-5-U	8:58:45 PM	9:05:47 PM	9:36:06 PM	21:48:52
6/22/2018	25,325	I RD & 1ST ST	SAN JUAN	29-B-5-U	8:58:45 PM	9:05:47 PM	9:36:06 PM	21:48:55
6/22/2018	25,336	400 N IOWA AVE	SAN JUAN	06-D-2-E	11:32:49 PM	11:41:10 PM	12:05:13 AM	0:17:53
6/23/2018	25,341	1003 SUN VALLEY ST	SAN JUAN	17-B-1-G	12:22:04 AM	12:28:09 AM	12:00:00 AM	0:00:00
6/23/2018	25,343	210 W 11TH ST	SAN JUAN	10-D-5	12:27:40 AM	12:30:20 AM	1:03:29 AM	1:23:57
6/23/2018	25,355	1218 WESTVIEW ST	SAN JUAN	04-B-3-A	2:15:10 AM	2:23:32 AM	2:40:29 AM	2:56:32
6/23/2018	25,358	2301 N. RAUL LONGORIA	SAN JUAN	10-C-1	2:32:03 AM	2:34:43 AM	12:00:00 AM	0:00:00
6/23/2018	25,374	901 W CHAPARRAL ST	SAN JUAN	26-C-2	7:41:16 AM	7:44:45 AM	8:08:47 AM	8:20:27
6/23/2018	25,382	300 N NEBRASKA AVE	SAN JUAN	26-A-9	9:40:15 AM	9:45:44 AM	9:56:36 AM	10:11:21
6/23/2018	25,409	2301 N. RAUL LONGORIA	SAN JUAN	26-B-1	2:31:50 PM	2:36:33 PM	2:47:44 PM	15:05:19
6/23/2018	25,443	1109 SAN CRISTOBAL ST	SAN JUAN	25-B-6	5:49:18 PM	5:55:12 PM	6:11:29 PM	18:23:24
6/23/2018	25,464	300 N NEBRASKA AVE	SAN JUAN	17-B-1	8:25:58 PM	8:29:05 PM	8:53:16 PM	21:02:31
6/23/2018	25,465	905 SHORT RD	SAN JUAN	06-D-2	8:32:00 PM	8:35:22 PM	8:49:26 PM	21:00:37
6/23/2018	25,485	300 E EXPRESSWAY 83	SAN JUAN	31-C-1	11:42:52 PM	11:49:18 PM	12:08:12 AM	0:18:12
6/24/2018	25,511	300 N NEBRASKA AVE	SAN JUAN	26-A-1	6:24:01 AM	6:34:53 AM	6:56:06 AM	7:25:44
6/24/2018	25,537	300 N NEBRASKA AVE	SAN JUAN	26-A-9	11:05:53 AM	11:12:42 AM	11:30:59 AM	11:46:03
6/24/2018	25,551	611 W 3RD ST	SAN JUAN	06-D-2	1:05:19 PM	1:11:58 PM	1:27:48 PM	13:40:32
6/24/2018	25,554	300 N NEBRASKA AVE	SAN JUAN	28-C-04-X	1:36:02 PM	1:39:43 PM	1:59:57 PM	14:16:47
6/24/2018	25,556	508 COIL DR	SAN JUAN	12-D-2	2:01:13 PM	2:05:37 PM	2:20:56 PM	14:32:12
6/24/2018	25,577	212 W EAGLE	SAN JUAN	23-C-7-I	4:27:28 PM	4:37:50 PM	4:47:50 PM	17:06:42
6/24/2018	25,606	3802 JESENIA ST	SAN JUAN	10-D-2	7:29:48 PM	7:42:25 PM	8:05:47 PM	20:17:28
6/24/2018	25,610	945 N RAUL LONGORIA RD	SAN JUAN	24-B-2	8:00:55 PM	8:05:39 PM	8:10:59 PM	20:28:17
6/25/2018	25,635	2301 N. RAUL LONGORIA	SAN JUAN	23-C-7-I	2:07:38 AM	2:12:16 AM	12:00:00 AM	0:00:00
6/25/2018	25,644	1715 S KANSAS	SAN JUAN	12-D-2-E	4:13:28 AM	4:21:10 AM	4:26:21 AM	4:37:32
6/25/2018	25,654	120 W 3RD ST	SAN JUAN	06-D-3	8:20:45 AM	8:23:55 AM	8:44:19 AM	8:57:27
6/25/2018	25,665	300 N NEBRASKA AVE	SAN JUAN	26-A-9	9:48:31 AM	9:55:49 AM	10:20:34 AM	10:32:56
6/25/2018	25,676	1306 HAMPTON ST	SAN JUAN	13-C-3	11:33:47 AM	11:41:09 AM	12:00:00 AM	0:00:00
6/25/2018	25,683	5011 INCA ST	SAN JUAN	23-B-1-I	12:39:39 PM	12:43:09 PM	1:15:14 PM	13:27:22
6/25/2018	25,695	304 W ELDORA RD	SAN JUAN	26-B-1	2:09:06 PM	2:14:56 PM	2:23:01 PM	14:36:48
6/25/2018	25,712	300 N NEBRASKA AVE	SAN JUAN	25-A-1	4:44:09 PM	4:46:45 PM	5:14:50 PM	17:35:44
6/25/2018	25,714	E NOLANA LOOP & N CESAR CHAVEZ RD	SAN JUAN	10-A-1	4:44:52 PM	4:54:00 PM	5:06:01 PM	17:23:29
6/26/2018	25,797	512 HACKBERRY AVE	SAN JUAN	26-C-1	7:12:58 AM	7:16:22 AM	7:33:08 AM	7:45:42
6/26/2018	25,801	102 BLUEBIRD ST	SAN JUAN	24-C-3	8:13:22 AM	8:16:47 AM	8:34:11 AM	8:47:31
6/26/2018	25,802	119 E RAILROAD ST	SAN JUAN	26-A-8	8:32:44 AM	8:35:55 AM	8:50:44 AM	9:19:40
6/26/2018	25,813	914 W 13TH ST	SAN JUAN	06-C-1	11:07:15 AM	11:10:45 AM	11:31:35 AM	11:45:18
6/26/2018	25,821	704 W MINNESOTA RD	SAN JUAN	06-D-4-O	11:50:31 AM	11:59:37 AM	12:36:13 PM	12:47:24
6/26/2018	25,824	502 E ELDORA RD	SAN JUAN	26-B-1	12:14:05 PM	12:23:10 PM	12:00:00 AM	0:00:00
6/26/2018	25,836	1323 REJAMEN DR	SAN JUAN	17-B-1-G	1:17:45 PM	1:22:08 PM	1:43:06 PM	13:57:16
6/26/2018	25,840	SAM HOUSTON BLVD & S SAN ANTONIO AVE	SAN JUAN	29-B-5-U	1:43:16 PM	1:46:14 PM	2:05:25 PM	14:19:46
6/26/2018	25,857	801 W 1ST ST	SAN JUAN	06-D-4	3:20:25 PM	3:24:10 PM	3:51:10 PM	16:02:27
6/26/2018	25,882	300 N NEBRASKA AVE	SAN JUAN	26-C-1	4:13:49 PM	4:16:58 PM	4:30:58 PM	16:43:06

[illegible]

Community Events

Jun-18



Date

Address

Event

None

Fire Inspections JUNE 2018

	Date	Name of Business	Address	Contact	Phone #	New/ Annual	Inspector	App/Deny
1	6/4/18	Mi Hacienda Adult Day Care	4011 N Veterans	Angelina Snell	956-295-8858	Annual	O. Lopez	Approved
2	6/5/18	Pretty Child Care	154 Deanne	Petra Flores	956-292-5369	Annual	O. Lopez	Approved
3	6/6/18	Pinateria Jasmine	209 W Bus 83	Juan Guzman	956-569-7518	New	O. Lopez	Denied
4	6/6/18	Olivia Child Care	1106 S Stewart	Olivia Sanchez	956-460-1015	Annual	O. Lopez	Approved
5	6/7/18	7-11 #9123	101 W Nolana	Joe Calvo	956-787-6686	New	O. Lopez	Approved
6	6/7/18	La Cocina De Mama	1101 E 495 Ste C	Javier Leal	956-616-2994	New	O. Lopez	Approved
7	6/7/18	Xoom #5822	822 W Bus 83	Samie	832-398-8494	New	O. Lopez	Approved
8	6/11/18	Lexus	410 W Expressway 83	Elio Longoria	956-408-7445	New	O. Lopez	Approved
9	6/11/18	The Learning Express	617 S Veterans	Leticia Salazar	956-655-8355	Annual	O. Lopez	Approved
10	6/14/18	Pinateria Jasmine	209 W Bus 83	Juan Guzman	956-569-7518	New	O. Lopez	Approved
11	6/14/18	Mary's Barber & Beauty Salon	5201 N Raul Longoria	Maria Castillo	956-569-8404	New	O. Lopez	Denied
12	6/14/18	Mariscos Estrella Del Mar	901 N Raul Longoria	Martha Trevino	956-961-4056	Annual	O. Lopez	Approved
13	6/15/18	Nature's Joint	2604 N Raul Longoria	Jaime Garza	956-463-4826	New	O. Lopez	Denied
14	6/15/18	Nature's Joint	2604 N Raul Longoria	Jaime Garza	956-463-4826	New	O. Lopez	Approved
15	6/27/18	Rancho Grande Rest	101 E 1st Ste 2&3	Robert Acosta		New	O. Lopez	Denied
16	6/27/18	La Liga Sport	2609 N Veterans	Jesus Quiroz	956-777-1488	New	O. Lopez	Denied
17	6/28/18	Candlejas Event Center	2301 N Raul Longoria	J Mendoza	956-283-8344	New	R. Lopez	Denied
18	6/29/18	Marisols Restaurant	2100 N Raul Longoria	Hortencia Mata	956-417-3950	New	O. Lopez	Approved
19	6/29/18	A Max Auto Insurance	111 W 495 Ste 7	Joel Ramirez	956-371-6743	New	O. Lopez	Denied
20	6/29/18	La Liga Sport	2609 N Veterans	Jesus Quiroz	956-777-1488	New	O. Lopez	Approved
21	6/29/18	Mix Fit Performance	901 W 1st Ste H	Marleya Bustamante	956-283-6880	New	O. Lopez	Approved
22	6/29/18	Casade Dios El Shaddai	302 E Bus 83 Ste 4	Gloria Salazar	956-329-4228	New	O. Lopez	Approved
23	6/29/18	Mary's Barber & Beauty Salon	5201 N Raul Longoria	Maria Castillo	956-569-8404	New	O. Lopez	Approved
24								

June 2018

Total Gallons of Diesel -	340.6
---------------------------	-------

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FUEL LOG

June 2018

DATE	TIME	UNIT/GAS CONTAINER	GALLONS	OFFICER IN CHARGE
6/4/2018	8:32 a.m.	1201	25	Chief Tirso Garza
6/5/2018	1:00 p.m.	1202	18	O. Lopez
6/12/2018	8:50 p.m.	1201	25	Chief Tirso Garza
6/15/2018	1:30 p.m.	1202	24.8	O. Lopez
6/20/2018	1:35 p.m.	1201	25	Chief Tirso Garza
6/20/2018	2:24 p.m.	1202	14	J. Mata
6/23/2018	2:45 p.m.	1202	24	Chief Tirso Garza
6/28/2018	11:30 a.m.	1201	21.7	Chief Tirso Garza
6/30/2018	5:00 p.m.	1207	4	J. De La Cruz

Total Gallons of Gasoline 181.5



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Leonardo “Lenny” Sanchez

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: David Salinas, Director of Utilities
DATE: July 17, 2018
SUBJECT: Monthly Report June 2018

Texas Drought Outlook

1. 49% of Texas is now in a drought
2. Our area is good
3. Stage II is still in full effect

Water Treatment Facility

Combined Gallons Treated: 74,110,000
Combined Gallons Produced: 76,745,000

1. WTF No 1
 - a. 8,983,000 gals
 - b. 299,000 gals daily average
 - c. 994,000 gals daily maximum
 - d. 0.0 gals daily minimum
 - e. 9,439,000 gals RAW
 - f. 2,014,000 gals Well
2. WTF No 2
 - a. 67,211,000 gals
 - b. 2,240,000 gals daily average
 - c. 2,816,000 gals daily maximum
 - d. 948,000 gals daily minimum
 - e. 81,800,000 gals RAW
3. Irrigation Water
 - a. WTP No 1 - 0
 - b. WTP No 2 - 34,466,711
4. WTP 3.5 MGD Expansions and Rehab

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978



Mayor: Mario Garza
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Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Leonardo “Lenny” Sanchez

- a. CBI has not been onsite for any other work this month.
- b. Having issues with New Filters air scour (Contractor replaced sheaves on blower)
- c. Rehab of Existing Filters Almost Complete
- d. Installed new actuators on filters
- e. Rain event delayed construction pending revised schedule
- f. Pending Quotes for install of pumps for Plant 1
- g. Motors and VFD’s for High Service Pump Plant 2 have arrived
- h. Sludge removal plant 2 is becoming an issue, working with engineer on possible solutions (not enough space)
- i. Have two employees out on FMLA

Water Distribution

1. Water Breaks & Leaks
 - a. Leaks - 15
 - b. Breaks - 3
2. Taps – 2
3. Water Loss
 - a. Reported – 116,400 gals
 - b. Unreported – 246,800 gals
4. Hydrants
 - a. Flushed - 38
 - b. Replaced - 0
 - c. Repaired - 0
 - d. **Stage II Water Conservation** still in effect.
5. Valves
 - a. Worked – 7
 - b. We continue our hydrant and valve maintenance.
6. Utility Billing Work Orders – 7

Wastewater Treatment Facility

1. Treated – 67,762,000 gals
2. Wetland – 1,732,000 gals

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3. 600 cubic yards of sludge hauled to landfill
4. Waiting on TCEQ Response (Compliance Plan Submitted to TCEQ)
5. Waiting on response from TCEQ on Updated schedule to TCEQ
6. Waiting on response DMRQ/STUDY 38C
7. WET testing all passed 4th, 1st and 2nd quarter

Wastewater Collections

1. Work orders – 97
 - a. Sewer Main Repaired – 0
 - b. Sewer Backups Reported – 51(Rain Event)
 - c. Sewer Backups Cleared – 7
 - d. Manholes Ring and Covers – 0
 - e. Manhole Repaired/replaced - 0
 - f. New Manholes installed – 0
 - g. Lift Station – 0
 - h. Unauthorized Discharges – 6

Administration

1. Financials
 - a. Administration – 51.35%
 - b. Water Treatment – 31.77%
 - c. Distribution: – 42.41%
 - d. Sewer Collection – 54.22%
 - e. Wastewater Treatment – 47.26%
2. Projects
 - a. WTP Expansion & Rehab – 95%
 - b. First Time Sewer – 85%
 - c. SEP – 100% (Report Submitted)
 - d. East San Juan Water Improvements awarded GO Underground
3. Training
 - a. Water Treatment –
 - b. Distribution –
 - c. Sewer Collection –

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- d. Wastewater Treatment –
- 4. Certification
 - a. Water Treatment – 2 Pending
 - b. Distribution – 1 Pending
 - c. Sewer Collection – 1 Pending
 - d. Wastewater Treatment – 2 Pending



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Leonardo “Lenny” Sanchez

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Mary Enriquez, Court Administrator
DATE: July 11, 2018
SUBJECT: June Monthly Report

Amount collected	\$ 23,643.06
Defensive driving	3
Deferred	12
Pre-trials	0
Bench trials	0
Collection Agency	\$ 986.50
Scofflaw	\$ 8,865.60

COLLECTIONS 2017

June - \$ 47,945.96

COLLECTIONS 2018

June - \$ 23,643.06

CITATIONS ISSUED 2017

June - 195

CITATIONS ISSUED 2018

June - 183

SCOFFLAW COLLECTIONS 2017

June - \$ 21,802.74

SCOFFLAW COLLECTIONS 2018

June - \$ 8,865.60

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Authorizing the City Manager to Enter into an Inter-local Cooperation Act Agreement between the City of San Juan and the Lower Rio Grande Valley Development Council (Valley Metro) for Equipment Services Donation.

STAFF COMMENTS AND RECOMMENDATIONS:

The Lower Rio Grande Valley Development Council (LRGVDC-Valley Metro) under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the Texas Inter-local Cooperation Act, has surplus vehicles where the Crime Prevention Division can benefit from and used for educational instruction and for Law Enforcement training purposes.

Training equipment to be donated to the City of San Juan Police department are as follows;
2006 Ford E-450 VIN# 1FDXE45P96DB32586
2011 Chevrolet 5500 VIN# 1GBG5V1938F418270

The equipment will be donated as is and the City of San Juan Police department will be responsible for it being insured and all maintenance and up keep of the donated equipment.

RECOMMENDATION:

Approve Inter-Local Cooperation Act Agreement with the Lower Rio Grande Valley Development Council.

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE
CITY OF SAN JUAN AND THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL (VALLEY METRO) FOR EQUIPMENT
SERVICES DONATION**

**STATE OF TEXAS
COUNTY OF HIDALGO**

This Interlocal Agreement is entered, by and between the CITY OF SAN JUAN and the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the TEXAS INTERLOCAL COOPERATION ACT; and,

WHEREAS, the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) has certain equipment and the CITY OF SAN JUAN CITY has a need for such equipment which will be utilized in the service of crime prevention, educational instruction and for law enforcement training purposes (hereinafter "Equipment").

WHEREAS, the CITY OF SAN JUAN and the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) are in close proximity and have a common law enforcement training, crime prevention, and educational instruction initiative and close working relations; and

WHEREAS, the CITY OF SAN JUAN and the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) have heretofore entered into this Agreement providing for Equipment by donation and affirms that the Equipment was obtained through federal funding. Equipment serves a public purpose Pursuant to TEXAS GOVERNMENT CODE CHAPTER 263.152 to the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO); and

NOW, THEREFORE, to enhance cooperation amongst government the CITY OF SAN JUAN and the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL express their mutual commitment to the service of crime prevention instruction and for law enforcement training purposes, the CITY OF SAN JUAN and the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) hereby agree as follows:

DESCRIPTION

1. EQUIPMENT DONATION: the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) will transfer to the CITY OF SAN JUAN equipment owned by LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) hereby agree as follow:

Description	Serial Number
<u>2006 Ford E-450</u>	<u>1FDXE45P96DB32586</u>
<u>2011 Chevrolet 5500</u>	<u>1GBG5V1938F418270</u>

AGREEMENT

2. FOR AND IN CONSIDERATION OF THE EQUIPMENT DONATION: The mutual undertaking hereinafter set forth and for adequate consideration given to the CITY OF SAN JUAN agree to the following:

- a. The CITY OF SAN JUAN will accept transfer of Equipment in "as-is" condition and acknowledge that the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) makes no warranty in any manner as to the fitness of the Equipment for any purpose.
- b. The CITY OF SAN JUAN agrees that Equipment shall be solely used in the service of crime prevention instruction and for law enforcement TRAINING purposes.
- c. The CITY OF SAN JUAN shall be solely responsible for repair, maintenance, and liability insurance coverage for any Equipment while in the possession of the CITY OF SAN JUAN.

- d. The CITY OF SAN JUAN shall be responsible for the title transfer application and must file the certificate of title with the county assessor-collector within 30 days of taking delivery of the vehicles. The LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL will not be subject to civil and criminal liability on and after the vehicle transfer date regardless of status of title transfer.

INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND THE CITY OF SAN JUAN CITY, TEXAS, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO), TEXAS, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE EQUIPMENT FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

3. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO) WILL RECEIVE NO COMPENSATION FROM CITY OF SAN JUAN FOR ANY EQUIPMENT TRANSFERRED AND/OR DONATED PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT MAY ONLY BE AMENDED OR TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO AMEND OR TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTER ALLY SIGNED ON THE DATES INDICATED BELOW.

THEREFORE, witness our signatures binding the CITY of SAN JUAN and LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL this _____ day of _____, 2018.

BY: _____
Mario Garza, Mayor

Date: _____

Attest:

BY: _____
Palmira Cepeda, Interim City Secretary

Date: _____

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (VALLEY METRO)

BY: _____
Ron Garza, Executive Director

Date: _____

APPROVED AS TO FORM
City of San Juan

BY: _____
Ricardo Palacios, City Attorney

Date: _____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Authorizing the City Manager to Declare Levi and Cosmo, K-9 Officers, as Salvage Property.

STAFF COMMENTS AND RECOMMENDATIONS:

As per Texas Local Government Code 252, “Salvage Property” means personal property, other than items routinely discarded as waste because of use, time, accident, or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended.

The salvage property consists of a K-9 Officers, Levi who was purchased in 2009 for drug detection and Cosmo who was purchased in 2014 as an explosive detector K-9 and who also had some narcotic training in 2014. Both Levi and Cosmo have been medically cleared to retire by the Edinburg – McAllen Veterinary Services, P.C. They have served the department and the community honorably and have earned the right to retire.

After their retirement, the Police Department will work to find them both suitable homes.

RECOMMENDATION:

Authorize the City Manager to Declare Levi and Cosmo, K-9 Officers, as Salvage Property.

PREPARED BY:

Rene J. Jaime,
Purchasing/Risk
Manager

APPROVED BY:

Benjamin Arjona, City
Manager

**Edinburg - McAllen
Veterinary Services, P.C.**

Lucas G. Hinojosa, D.V.M.
Daniel E. Hinojosa, D.V.M.

Phone (956) 383-5080
Fax (956) 383-5191

Reference:

Cosmo
Labrador Retriever
D.O.B: 03/31/2012

To Whom It May Cocern:

On June 15, 2018, Cosmo was brought into Edinburg-McAllen Veterinary Services for a physical examination. Upon examining Cosmo, he was bright, alert and responsive during the exam his lungs and heart are normal with strong Femoral pulses. No abnormalities were present at this time. Cosmo is medically cleared to retire.

Respectfully,



Daniel E. Hinojosa, DVM.

Location

3620 W. Freddy Gonzalez
Edinburg, Texas 78539

Mailing Address

P.O. Box 3488
Edinburg, Texas 78540

EDINBURG-MCALLEEN
VETERINARY SERVICES, P.C.
3620 W. Freddy Gonzalez Dr.
EDINBURG, TX 78539
(956) 383-5080

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SAN JUAN POLICE DEPT.
709 S. Nebraska
San Juan, TX 78589

Client ID: 1308
Invoice #: 185104
Date: 9/5/2017

Patient ID: 1179	Species: Canine	Weight: 84.00 pounds
Patient Name: LEVI	Breed: Malinois, Belgian	Birthday: 06/01/2008 Sex: Male

	<u>Description</u>	<u>Staff Name</u>	<u>Quantity</u>	<u>Total</u>
9/5/2017	OFFICE CALL	Dr. LUCAS HINOJOSA, DVM	1.00	\$40.00
		Patient Subtotal:		\$40.00

Reminder

06/14/2017 DHPP BOOSTER
SNAP 4DX (HW/E.CANIS/ANAP/LYME)
BORDETELLA INJECTABLE
RABIES CANINE 1 YEAR BOOSTER

Invoice Total:	\$40.00
Total:	\$40.00
Balance Due:	\$40.00
Previous Balance:	\$0.00
Balance Due:	\$40.00

Cleared for retirement due to
hip discomfort.

Lucas Hinojosa



Thank you for choosing Edinburg-McAllen Veterinary Services.
We appreciate your business.

Thank you for letting us care for your pet!



**SAN JUAN POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

To Captain Reymundo Casarez

From: Sergeant Jose Robles 

Date: June 12, 2018

Ref: K9s Levi and Cosmo

This memo is to inform you that both K9s Levi and Cosmo are past the age for deployment. K9 Levi was purchased on 2009 for drug detection. K9 Cosmo was purchased in 2014 as an explosive detector dog and also had some narcotic training in 2014. They have served the department and the community honorably and have earned the right to retire. I am requesting that you forward my request to the City Commission so that they may grant these two officers retirement status. Thank you.

Cc Chief Juan Gonzalez

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Authorizing the City Manager to Declare Levi and Cosmo, K-9 Officers, as Salvage Property.

STAFF COMMENTS AND RECOMMENDATION:

As per Texas Local Government Code 252, “Salvage Property” means personal property, other than items routinely discarded as waste because of use, time, accident, or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended.

The salvage property consists of a K-9 Officers, Levi who was purchased in 2009 for drug detection and Cosmo who was purchased in 2014 as an explosive detector K-9 and who also had some narcotic training in 2014. Both Levi and Cosmo have been medically cleared to retire by the Edinburg – McAllen Veterinary Services, P.C. They have served the department and the community honorably and have earned the right to retire.

After their retirement, the Police Department will work to find them both suitable homes.

RECOMMENDATION:

Authorize the City Manager to Declare Levi and Cosmo, K-9 Officers, as Salvage Property.

PREPARED BY:

Benjamin Arjona
City Manager

Rene J. Jaime
Purchasing/Risk Manager

RECORD OF VOTE:

APPROVED	_____
DISAPPROVED	_____
TABLED	_____
NO ACTION	_____

Mario Garza
Mayor

Pete Garcia
Mayor Pro Tempore

Jesus “Jesse” Ramirez
Commissioner

Eresnto Guajardo
Commissioner

Leonardo Sanchez
Commissioner

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Reconsideration of Preliminary and Final Approval of the Minnesota Vegas Ranches Phase 1 Subdivision being an 8.894-Acre Tract of Land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, Located Approximately a One-Half of Mile East of Raul Longoria Road, Along the North Side of Minnesota Road, as Requested by Quintanilla, Headley and Associates, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

The subdivision was processed by the Planning and Zoning Commission on January 19, 2017 and by the City Commission on February 14, 2017. No variances were requested at that time.

The applicant is proposing to subdivide 8.894-acres into thirty-eight (38) residential lots. The subdivision was initially processed back in 2007 but was never completed. The subdivision is proposed to have North Alamo Water Supply Corporation for water and the City of San Juan for sewer services. Streets were constructed back in 2007 and were improved so that they meet today's city standards. A second phase of this subdivision is proposed to be developed in the future to the North of this property.

The subdivision is almost complete and ready for recording but the developer is asking for a variance to not have to establish a homeowner's association as required when it was processed last year. The purpose of the homeowner's association (HOA) is for the HOA to properly maintain the required irrigation system and landscaping along the Minnesota Road right-of-way.

RECOMMENDATION:

During their meeting of July 19, 2018 the Planning and Zoning Commission recommended approval of the variance request.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/05/2018
CITY COMMISSION – 07/24/2018
DATE PREPARED – 07/16/2018

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Preliminary and Final Plat Approval of Minnesota Vegas Ranches Phase I Subdivision.
APPLICANT:	Tax Ranch LLC.
ENGINEER:	Quintanilla, Headley and Associates, Inc.
LEGAL:	An 8.894 acre tract of land out of the West half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision.
LOCATION:	The property is located approximately one half of a mile East of Raul Longoria Road, along the North side of Minnesota Road.
LOT/TRACT SIZE:	8.894 acres
CURRENT USE OF PROPERTY:	Vacant
PROPOSED ZONING/LAND USE:	Single-family Residential / Vacant
EXISTING LAND USE AND ZONING:	<u>North</u> – Vacant; Outside City Limits <u>South</u> – Outside City Limits <u>West</u> – Residential; Single-family Residence District (R-S) <u>East</u> – Outside City Limits
ACCESS AND CIRCULATION:	This property has access onto Minnesota Road
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the preliminary and final plat subject to the conditions outlined in the staff's report. A comprehensive evaluation and identification of the conditions for approval is on the following page(s).
VARIANCES:	The developer is requesting a variance from having to establish a homeowner's association to maintain the required landscaping along the Minnesota Road right-of-way.

EVALUATION AND CONDITIONS FOR APPROVAL

The following is staff's evaluation and requirements for the approval of this plat application. The requirements represent a comprehensive review but do not preclude the City of San Juan from identifying other requirements deemed necessary for the proper development of the subdivision.

The applicant is proposing to subdivide 8.894-acres into thirty-eight (38) residential lots. The developer is proposing to have two entrances along Minnesota Road. It is noted that the subdivision was initially processed in 2007 but was never recorded. The subdivision is proposed to have North Alamo Water Supply Corporation and the City of San Juan for water and sewer services. Streets were constructed back in 2007 and will need to be improved in order for them to meet the city standards. A second phase of this subdivision is proposed to be developed in the future to the North of this property.

The subdivision was originally approved by the Planning and Zoning Commission on January 19, 2017 and by the City Commission on February 14, 2017. No variances were requested at that time.

PLAT REQUIREMENTS

General Comments:

1. A 4% Inspection Fee shall be paid to the City of San Juan based on the final cost estimates for sewer, storm sewer and paving improvements. Escrow funds must be submitted for geotechnical services as per the city fees ordinance.
2. The developer must install traffic and street signs as necessary prior to subdivision recording.
3. Street lights must be installed and operational every 240 feet or verification from Magic Valley Electric Cooperative must be obtained that the lights have been paid for prior to subdivision recording. Street lights to be required every 240 feet along Minnesota Road as well.
4. Decorative fencing along Minnesota Road must be completed before subdivision recording as per the subdivision ordinance.
5. Landscaping and an irrigation system within the Minnesota Road right-of-way must be installed before subdivision recording as per the subdivision ordinance.
6. Paved temporary cul-de-sacs shall be constructed as required by Fire Department prior to subdivision recording.
7. Must escrow funds with the City of San Juan for 10 feet of additional pavement, curb and gutter along Minnesota Road prior to subdivision recording.
8. Infrastructure as-built plans must be submitted prior to subdivision recording.
9. Notice of Intent for stormwater regulations must be submitted to TCEQ before construction takes place.
10. Bylaws and the Declaration of Covenants, Conditions, and Restrictions must be recorded in the courthouse before subdivision recording (to maintain the right-of-way landscaping).
11. Letter from the property owner requesting annexation to the City of San Juan must be submitted prior to subdivision recording.

Water:

1. Water System must be looped as required by the Fire Department.
2. Must submit a copy of the 30-year service agreement with the North Alamo Water Supply Corporation.

**PRELIMINARY AND FINAL PLAT APPROVAL
MINNESOTA VEGAS RANCHES PHASE I SUBDIVISION
JULY 24, 2018**

PAGE 3

Sewer:

1. All sewer lines need to be tested for compliance to the City's requirement.
2. Sewer line system must be approved by the City Engineer and the Utilities Director.

Streets and Drainage:

1. All streets must be to City standards prior to subdivision recording and must be approved by both the City Engineer and the Public Works Director prior to subdivision recording.
2. The storm sewer system must be approved by both the City Engineer and the Public Works Director prior to subdivision recording.
3. 5-foot sidewalk must be constructed along Minnesota Road prior to subdivision recording.

Fire Department:

1. All designed waterlines shall be looped on a fire department approved water main and installed before any construction is to begin.
2. Two (2) fire hydrants have already been installed on property but are not in working conditions.
3. Two (2) additional fire hydrants will need to be installed of per Fire Code.
4. Fire hydrants must be installed before any construction is to begin and must be in working conditions.
5. Fire hydrants must be Mueller and painted safety yellow.
6. Fire lanes must be painted Red: 15 feet on each side of hydrant with lettering at least 3 inches tall FIRE LANE NO PARKING.
7. Once hydrants are installed, must advise fire department to have the fire hydrants tested before any construction is to begin.
8. At the end of the property owner must provide a 96' foot diameter cul-de-sac, to have proper turn radius for all fire apparatus.
9. Also a plat not must state that when future construction is to begin in the back of the property additional fire hydrants will be required.
10. If subdivision is going to be gated, must provide Knox Box Rapid entry system.

Park Fees:

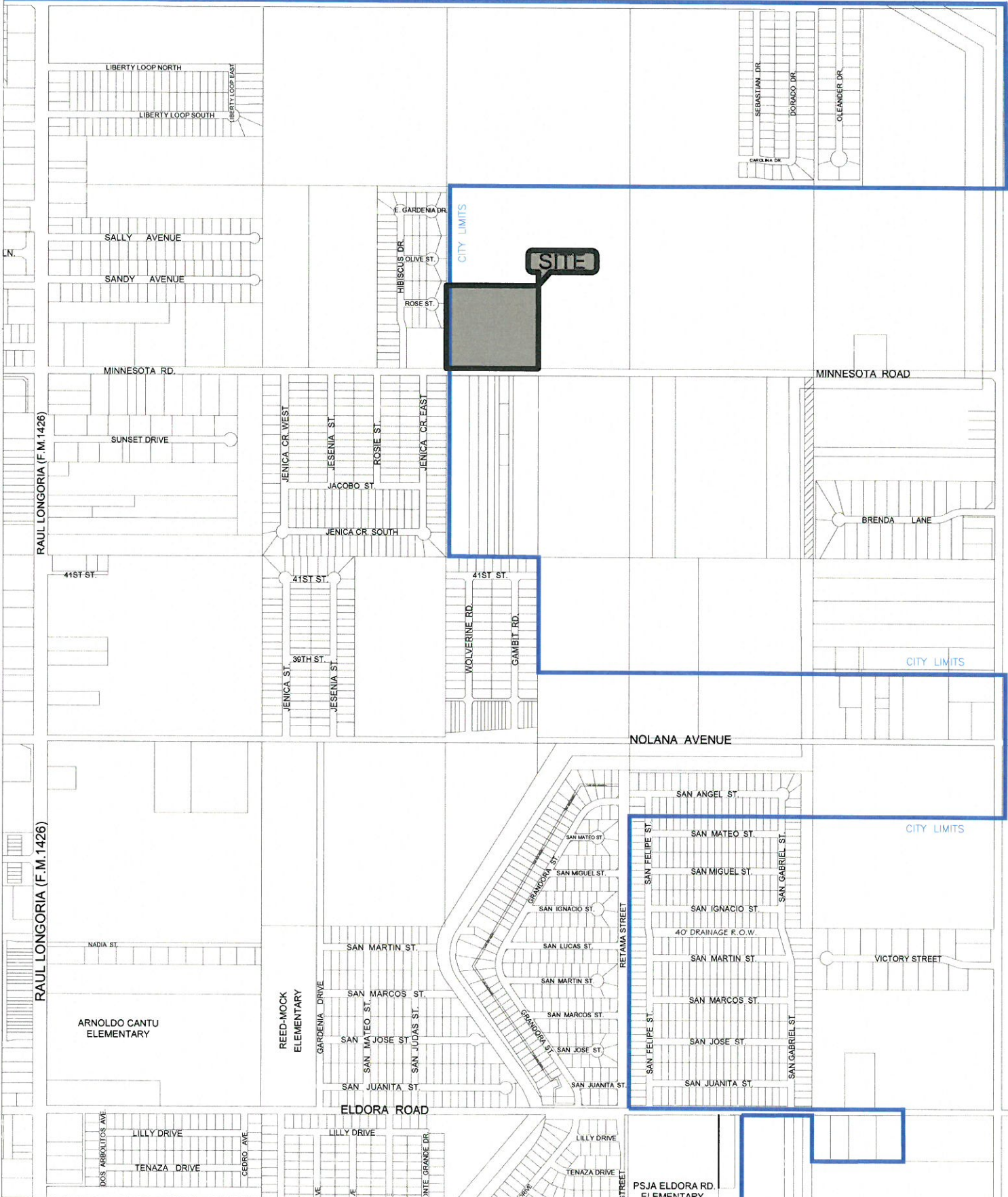
1. \$550.00 per lot must be paid before subdivision recording (\$20,900.00 total).

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Variance Request Letter
Letter from property owner
Section of the Subdivision Ordinance – Homeowners Association
Subdivision Plat
Photos

OWASSA ROAD

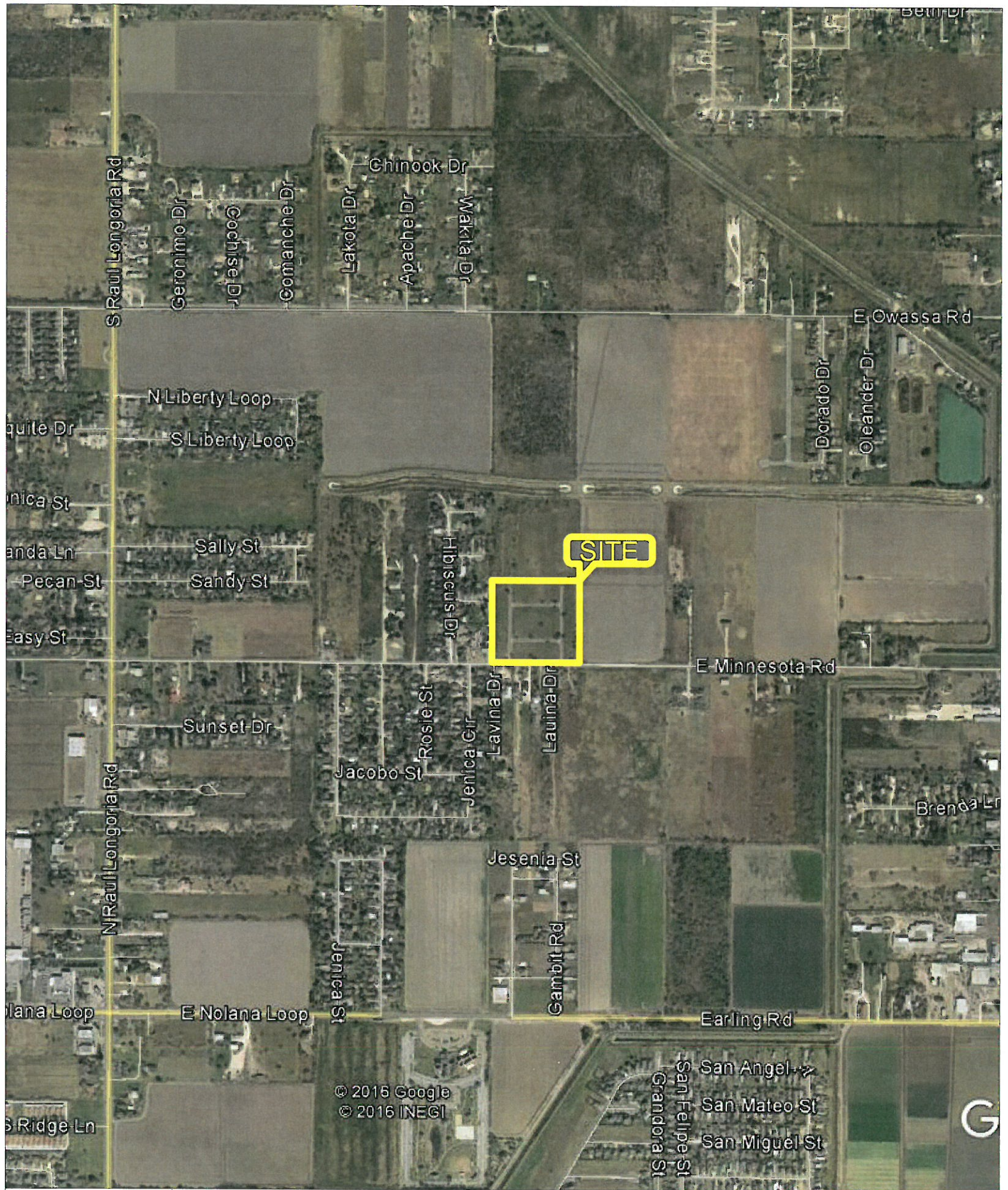
CESAR CHAVEZ ROAD



- Legend**
- CITY LIMITS
 - Proposed area

Preliminary and Final Plat Approval of the Minnesota Vegas Ranches Phase I Subdivision being a 8.894-acre tract of land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, located approximately a half of a mile East of Raul Longoria Road, along the North side of Minnesota Road, as Requested by Quintanilla, Headley and Associates, Inc.





Legend

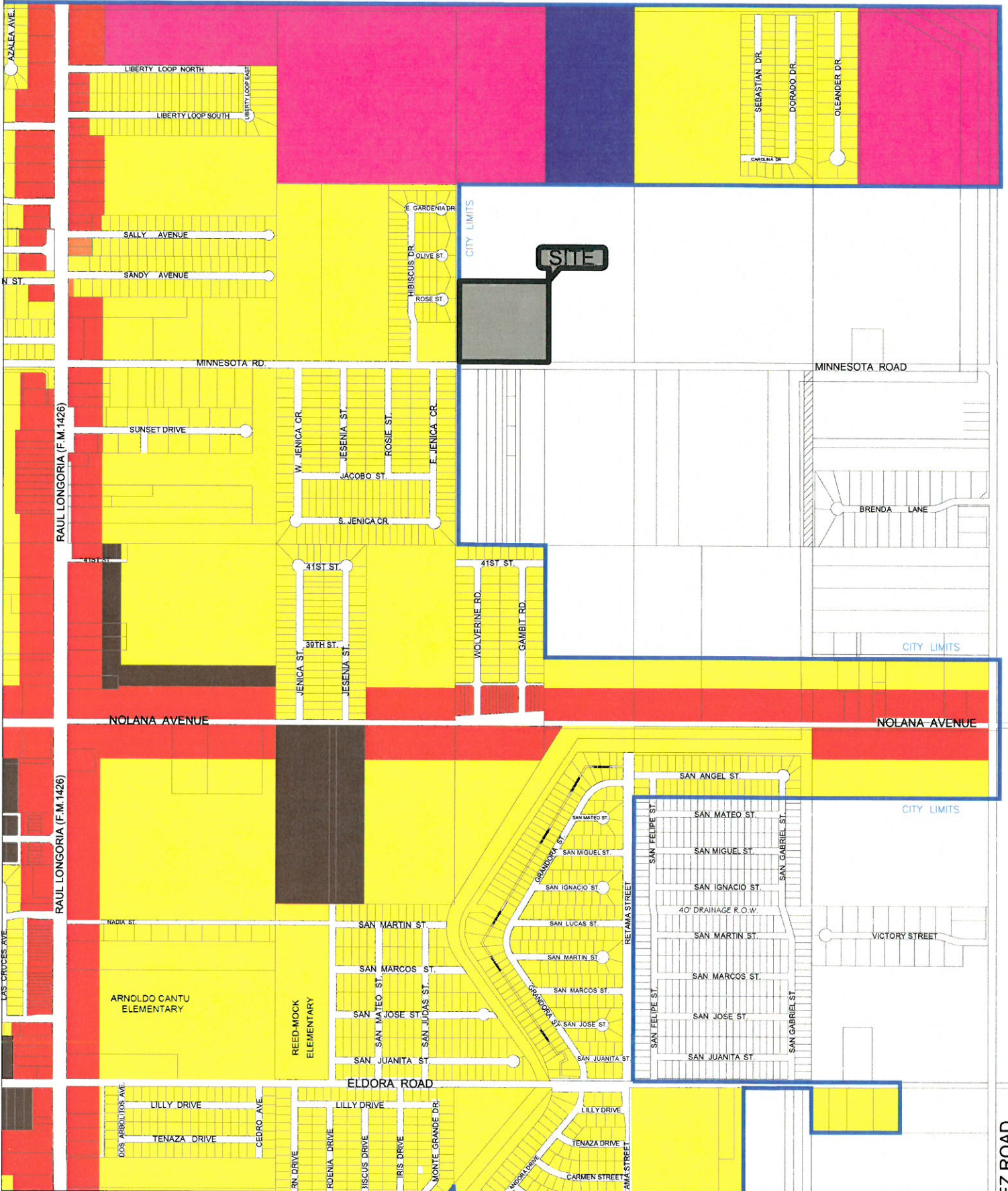
- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Minnesota Vegas Ranches Phase I Subdivision being a 8.894-acre tract of land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, located approximately a half of a mile East of Raul Longoria Road, along the North side of Minnesota Road, as Requested by Quintanilla, Headley and Associates, Inc.



OWASSA ROAD

CESAR CHAVEZ ROAD

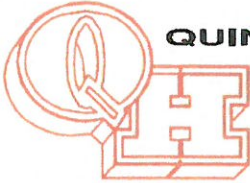


Zoning Districts

- | | |
|--|---|
| Single Family Residential (R-S) | General Business (C-2) |
| Manufactured Home (R-MH) | Heavy Commercial (C-3) |
| Multi-Family Residential (R-MF) | Light Industrial (I-1) |
| Neighborhood Commercial (C-1) | Heavy Industrial (I-2) |
| | Open Space (O) |

Preliminary and Final Plat Approval of the Minnesota Vegas Ranches Phase I Subdivision being a 8.894-acre tract of land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, located approximately a half of a mile East of Raul Longoria Road, along the North side of Minnesota Road, as Requested by Quintanilla, Headley and Associates, Inc.





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

July 2, 2018

Xavier Cervantes, AICP
Director of Planning
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

Re: Minnesota Vegas Ranches Subdivision Phase I

Dear Mr. Cervantes,

On behalf of the developer, I am requesting the following variance from the Subdivision Ordinance not to require:

- Homeowners Association (HOA)

Please present this request the Planning and Zoning Commission and the City Commission for their consideration.

Should you have any questions or need additional information, please feel free to contact me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

cc: Richard Garza (Garco, Ltd.), Owner



3910 W. Freddy Gonzalez Dr. • Edinburg, Texas 78539 956-383-6295

June 19, 2018

Mr. Ben Arjona
City Manager
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

Re: Minnesota Vegas Ranches Phase I

Dear Mr. Arjona,

This letter is to inform you that I will be doing the landscape improvements along the North side of Minnesota Road as required by the City of San Juan. I'll do the work as soon as the first homes are being built.

Also, I'll be responsible for the maintenance of these improvements until June 15, 2020.

Property owners for Lots 1, 25 through 30 will be responsible for the maintenance of the landscape from June 15, 2020 forward.

Should you have any questions or need additional information, please feel free to contact me at 383-6295

Respectfully,

A handwritten signature in dark ink, appearing to be "Richard Garza", is written over a circular stamp or seal that is partially visible.

Richard Garza
Garco, Ltd.
Developer

(K) Landscape Strip Areas

- (1) A landscape strip area with a minimum width of five (5) feet shall be provided along the rear property lines of double fronting residential lots between the street right-of-way line and the rear property line. The rear property line of double fronting residential lots shall be the lot line adjacent to the street with the greater right-of-way or street with the greater traffic volume or street with the greater block length as determined in this order.
- (2) A landscape strip area with a minimum width of five (5) feet shall be provided between the street right-of-way line and any adjacent alley, service drive or service street.
- (3) A landscape strip area with a minimum width of five (5) feet shall be provided along the side property line of corner lots between the street right-of-way line and the side property line.
- (4) A landscape strip area shall be designated by a lot number on the plat and specified as a common area.
- (5) A cedar fence with masonry columns spaced every sixteen (16) to twenty (20) feet or a masonry wall, constructed of 8" x 16" concrete masonry units, with a minimum height of six (6) feet shall be provided within the landscape strip area along the property line of any adjacent lots, alleys or service drives, except where the wall will serve as a buffer between commercial and residential uses in which case the wall will be constructed of block or brick and reach a minimum height of eight (8) feet; and shall be constructed prior to final acceptance of the subdivision improvements.
- (6) Landscape strip areas shall be sodded, seeded or hydromulched with grass. Ground covers and shrubs may be used in lieu of grass.
- (7) Trees shall not be planted within twenty-five (25) feet of any intersection of a street, alley or driveway.
- (8) An automatic water-saving irrigation system shall be provided and properly maintained for each landscape strip area to provide a moisture level to sustain plant materials on a permanent basis.
- (9) A homeowners' association shall be organized and it shall be required to maintain common areas including the trimming and replacement of vegetation, repair and replacement of irrigation systems, and repair and cleaning of buffer walls.

LOT 1, BLOCK 47.
ALAMO LAND & SUGAR COMPANY.
RECORDED IN VOLUME 1, PAGES 24-26.
MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 2, BLOCK 47.
ALAMO LAND & SUGAR COMPANY.
RECORDED IN VOLUME 1, PAGES 24-26.
MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE COUNTY OF HIDALGO TRACT: A TRACT OUT OF THE EAST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2355677, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE REMAINDER OF GARCO, LTD. TRACT, OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2355653, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

10.00' DRAINAGE EASEMENT TO THE CITY OF SAN JUAN RECORDED DOCUMENT NO. 1886364 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED NORTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A RECORDED STREET TO THE NORTH.

THE LAURA LUIA LUBIN TRACT: A TRACT OUT OF THE EAST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2354188, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT NOTES AND RESTRICTIONS:

- 1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
BASE FLOOD ELEVATION=100.00 DATUM NGVD 29
AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
COMMUNITY-PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
- 2.- MINIMUM BUILDING SETBACK LINES:
FRONT.....20.00
REAR.....15.00
SIDE.....8.00
CORNER SIDE.....10.00
CORNER GARAGE SIDE.....15.00
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.
- 3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL LOCATED ON EACH LOT.
- 4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE ELEVATION 100.50 / CERTIFICATE WILL BE REQUIRED.
- 5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1- 87.51 TOP ON INLET FOUND NEAR THE NORTHWEST LOT 15 OF THIS SUBDIVISION. M.C.V.D. 29 DATUM.
- 6.- DRAINAGE DETENTION: 37,878.33 C.F.
PROVIDED IN HIDALGO COUNTY DITCH - MINNESOTA DRAIN DITCH (
- 7.- LEGEND: - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.
F1 O = FND. 1/2" IRON ROD
F2 O = FND. 1/2" IRON ROD WITH CAP STAMPED RPLS 4856
F3 O = FND. 1/2" IRON PIPE
F4 O = FND. C.P.S.
- 8.- E.E. DENOTES ELECTRICAL EASEMENT.
- 9.- NO ACCESS WILL BE ALLOWED ONTO MINNESOTA ROAD FROM LOT
- 10.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MAX COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- 11.- A 4.0' SIDEWALK ON BOTH SIDES OF ALL INTERNAL STREETS IS AT BUILDING PERMIT STAGE. A 5.0' SIDEWALK ALONG THE NORTH MINNESOTA ROAD IS REQUIRED DURING SUBDIVISION CONSTRUCTION
- 12.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND IS EXTENDED (NORTH) IN A RECORDED PLAT. SAID TEMPORARY EA AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DECK

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owns shown on this plat, their successors, assigns, and transferees ("Grantor" whether one or more persons are named), in consideration (\$1.00) and other good and valuable consideration paid by North Supply Corporation, (hereinafter called "Grantee"), the receipt and is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, its successors, and assigns, an exclusive perpetual right to erect, construct, install and thereafter use, operate, inspect, maintain, replace, and remove water distribution lines and appurtenances the lands shown on this plat, together with the right of it over Grantor's adjacent lands of the purpose for which the above granted. The easement hereby granted shall not exceed 15' in it is hereby authorized to designate the course of the easement he that when the pipeline(s) is installed, the easement herein grants to a strip of land 15' in width, the center line thereof being the

In the event the easement hereby granted abuts on a public re county or state hereafter widens or relocates the public road so relocation of this water line as installed, Grantor further grants to additional easement over and across the land shown on this plat laterally relocate said water line as may be necessary to clear improvements, which easement hereby granted shall be limited to 15' in width, the center line thereof being the pipeline as relocated

The consideration recited herein shall constitute payment in full sustained by Grantor by reason of the installation, maintenance, and relocation of the structures referred to herein. Thus express other provisions of this grant shall constitute an easement for it Grantor, its successors, and assigns. The Grantor covenants that the above-described lands and that said lands are free and clear encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through assistance. This easement is subject to the provisions of Title 1 Rights Act of 1964 and the regulations issued pursuant thereto. I easement continues to be used for the same or similar purpose assistance was extended or for supplying as the Grantor owns it longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

Garco, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRES
3910 W. FREDDY GONZALEZ
EDINBURG, TEXAS. 78539.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SCALE: 1" = 100'

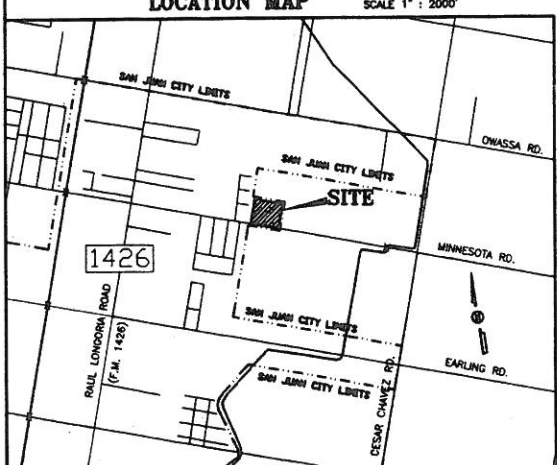
C. RAUL LONGORIA ROAD
(F.M. 1426)

THE PAULINO S. TREVIÑO TRACT: A 2.0 ACRES TRACT OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2355653, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PRIMAVERA SUBDIVISION UNIT NO. 2 RECORDED IN VOLUME 25, PAGE 9-B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NO.	REVISION	DATE	APPROVED

LOCATION MAP SCALE 1" = 2000'



DATA	BEARING	LENGTH
L1	S 36°28'30" W	35.36'
L2	S 53°31'51" E	35.36'
L3	S 36°28'09" E	35.36'
L4	S 53°31'51" W	35.36'

LOT	AREA (S.F.)
1	7930.38
2	6589.34
3	6584.93
4	6580.51
5	6576.54
6	6573.31
7	6570.06
8	6570.49
9	6575.47
10	7355.50
11-13	7128.00
14	7355.50
15	7355.50
16-18	7128.00
19	7355.50
20	7355.50
21-23	7128.00
24	7355.50
25	7811.00
26-28	7856.00
29	7611.00
30	7937.50
31-38	6600.00

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Proposed Site

Garden Ridge Phase 1 Subdivision located along East Ridge Road
Example of landscaping maintained by homeowner's association



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Entering into a Libraries Connecting Texas Grant Reimbursement Contract Between the City of San Juan Memorial Library and The Texas State Library and Archives Commission to Provide a Reimbursement Subsidy to Support the Non-discounted Portion for the San Juan Memorial Library's E-Rate Funding Request.

STAFF COMMENTS AND RECOMMENDATIONS:

The Libraries Connecting Texas Grant Reimbursement Contract between the City of San Juan Memorial Library and The Texas State Library and Archives Commission is a Onetime Reimbursement Agreement to Provide a Reimbursement Subsidy to Support the Non-discounted Portion for the San Juan Memorial Library's E-Rate Funding Requests for FY 2018-2019.

The amount of the City of San Juan Memorial Library will receive as a Reimbursement Subsidy in \$1,320.00. These funds will be used to support the Non-discounted Portion of the Library's Internet access services fees during the 2018 E-rate funding year.

RECOMMENDATION:

Enter into a Libraries Connecting Texas Grant Reimbursement Contract between the City of San Juan Memorial Library and The Texas State Library and Archives Commission to Provide a Reimbursement Subsidy to Support the Non-discounted Portion for the San Juan Memorial Library's E-Rate Funding Request.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

Libraries Connecting Texas Grant Reimbursement Contract

Between

Texas State Library and Archives Commission

And

for

_____ **City of San Juan** _____

for

_____ **San Juan Memorial Library** _____

(Library)

This grant contract ("Grant Contract") sets forth the terms and conditions applicable to the Grant Contract arrangement between the Texas State Library and Archives Commission ("TSLAC") and _____ City of San Juan _____ for the _____ San Juan Memorial Library _____ ("Library"), a participant in the Texas State Library and Archives Commission's Libraries Connecting Texas Project. This Grant Contract is entered into pursuant to the applicable Subsections of Texas Government Code Section 441.

I. Background

In conducting a statewide speed test in 2016, TSLAC found that only 6% of Texas public libraries were meeting the FCC's benchmarks for connectivity necessary to serve their specific population size. By increasing connectivity capacity, public libraries in Texas help ensure every member of their community has an equal opportunity to succeed both personally and professionally. Broadband (high speed Internet) enables library patrons to more effectively and efficiently access the indispensable services at their local public library, including job searching tools, consumer health information, e-government resources, and small business assistance. This project directly addresses two goals outlined in the Commission's 2017-2021 Agency Strategic Plan: Goal 6: "To support efforts to ensure digital inclusion for Texans," and Goal 1: "To articulate and advance the value of Texas libraries as essential to our communities."

Pursuant to the General Appropriations Act for the 2018-2019 Biennium, out of funds appropriated in TSLAC's Items of Appropriation, Aid to Local Libraries, the Texas 85th Legislature appropriated funds to TSLAC specifically to help public libraries increase the capacity of their broadband Internet speed during State Fiscal Years 2018 and 2019 in connection with those participating public libraries successfully qualifying and securing a federal discount, associated Universal Service Fund funding and E-rate support through the federal E-Rate initiative in compliance with FCC rules and requirements ("Participating Libraries").

The **Libraries Connecting Texas ("LCT")** project includes a reimbursement subsidy for those Participating Libraries from TSLAC to support the non-discounted portion of a Participating Library's E-rate funding request for Category One Internet access service (and Category Two services if necessary) during E-rate Funding Year 2018, as Category One and Category Two services are specified at <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

II. TSLAC Obligations

Provided that the Library named above qualifies as, and remains, a Participating Library and has become E-Rate Qualified (as defined below), TSLAC agrees to provide to Library one-on-one support and training from a professional E-rate coaching firm to assist in the application process and a state-funded reimbursement

subsidy in the amount of **\$1,320.00** (“Grant Amount”) to pay for the non-discounted portion of the Library’s Internet access service fees due during the 2018 E-rate funding year (“E-rate Funding Year 2018”) which is currently July 1, 2018 to June 30, 2019, to support increased Internet connectivity to the Library.

III. Library Obligations

In addition to qualifying as a Participating Library, the Library must: (1) submit a request for competitive bids to the Universal Service Administrative Company (“USAC”); (2) review the subsequent offers; (3) select a preferred vendor; (4) apply to USAC for approval for the desired purchases; and (5) expend all funds awarded under this Grant Contract in compliance with the standard State of Texas Terms and Conditions outlined in the attached Appendix A, updated September 15, 2015 and in 2018, which are hereby incorporated by reference into this Grant Contract as if fully set forth herein, and according to guidelines provided by the Libraries Connecting Texas Project, see: <https://www.usac.org/sl/applicants/beforeyoubegin/definitions.aspx>, which are hereby incorporated by reference as if fully set forth herein (collectively “E-Rate Qualified”). Any Grant Amount awarded funds not expended within the E-Rate Funding Year, as outlined in the preceding paragraph, must be returned to TSLAC by the Participating Library. Library acknowledges this requirement and agrees to provide documentation to TSLAC to demonstrate compliance with this E-Rate Qualified section of this Grant Contract. Library further acknowledges TSLAC's right to audit and/or review the Library's accounting records relating to this contract upon reasonable notice by TSLAC to the Library and according to requirements in paragraph 8 of Attachment A.

IV. Expectations

1. The Texas State Library and Archives Commission will advance the Grant Amount to the Library upon receipt of a fully executed Grant Contract. This Grant Contract must be executed by an official of the Library’s governing authority authorized to enter into this agreement and bind the Library; by signing this Grant Contract, such official represents and warrants to TSLAC that he or she has that authority.
2. Library must report on Grant Amount expenditures and outcomes in accordance with the requirements and timeline provided by TSLAC, which are hereby incorporated by reference as if fully set forth herein. Reports will be submitted electronically through TSLAC’s Grant Management System (GMS), <https://grants.tsl.texas.gov/>. TSLAC will provide Library access to GMS upon receipt of an executed Grant Contract, if Library does not already have access to the system. Documentation of expenditures must demonstrate that the Library has become E-Rate Qualified and has paid for E-rate discounted Internet services during E-rate Funding Year 2018 at the costs assumed at the time of the Funding Commitment Decision Letter (“FCDL”) is received by the Library. Required expenditure documentation will be submitted quarterly in the form of copies of Internet service provider bills and proofs of payment. Participants must also complete brief outcome surveys distributed to Library at intervals determined by TSLAC.
3. If, for whatever reason, the Library does not expend the entire Grant Amount that they are advanced in accordance with the terms of this Grant Contract, the Library will be required to refund any remaining unspent funds to TSLAC in accordance with requirements outlined above.

V. Warranties

Library hereby represents and warrants that:

- (a) Library shall ensure that it has met all FCC requirements to be, and remain, E-Rate Qualified and shall not spend the Grant Amount on any other expenditure except as set forth herein;
- (b) Library is in good standing with all regulatory agencies that regulate any or all aspects of the Library’s operations;

- (c) Library shall comply with all terms and conditions of the USAC, all State of Texas Terms and Conditions outlined in the attached Appendix A, the terms and conditions of any vendor agreement for Library's selected Internet service, and any applicable state, local and federal law; and
- (d) Library has the right to become a Participating Library as contemplated under this Grant Contract.

VI. Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Grant Requirements

Library agrees to comply with applicable laws (state and federal), executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act) and the Uniform Grant Management Standards ("UGMS") as it may be updated by Texas Comptroller of Public Accounts, including without limitation, the UGMS assurances.

VII. Applicable Law and Conforming Amendments

This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Library must comply with all laws, regulations, requirements, and guidelines applicable to this Grant Contract as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Grant Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend the State of Texas Terms and Conditions in Appendix A throughout the term of this Grant Contract to incorporate any modifications necessary for TSLAC or Library's compliance with all applicable State and Federal laws and regulations.

VIII. Contract Term

This Grant Contract shall become effective upon TSLAC's receipt of the executed document. The Grant Contract will remain in effect until all conditions outlined above have been met, unless modified or terminated earlier by mutual consent. The Grant Contract shall expire no later than 60 days after the end of the E-rate funding year for which the Library received the Grant Award.

IX. Authorized Signatures for Execution of Grant Contract

. The Grant Contract is hereby executed by the below authorized official from the Library's Governing Authority on behalf of the Library identified above. This Grant Contract may only be modified by mutual consent in advance of Grant Contract expiration date (August 31, 2019) and by execution of authorized officials from TSLAC and the Library's Governing Authority.

X. Entire Agreement

This Grant Contract, including all appendices and all documents referenced by link or incorporated by reference herein ("Incorporated Documents"), reflects the entire agreement between the parties with respect to the subject matter herein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the parties related to such subject matter. By executing this Grant Contract, the Library agrees to strictly comply with the requirements and obligations of this Grant Contract, including all appendices and Incorporated Documents.

XI. Contact Information

Contact information for parties to this Grant Contract are outlined below. All communication relating to this Grant Contract must be directed to the contacts named below, or their successors.

Texas State Library and Archives Commission

Project Representative: Henry Stokes

Position: Library Technology Consultant

Address: PO Box 12927, Austin, TX 78711-2927

Telephone: 512-463-6624

Fax: 512-936-2306

E-mail:

Questions about TINS# or direct deposit: contact Jo Ann Ramirez, Chief Accountant, 512-463-54732, email jramirez@tsl.texas.gov.

Library

Project Representative Name:

Position:

Address:

Telephone:

Fax:

E-mail:

Fiscal Contact Name:

Position:

Address:

Telephone:

Fax:

Email:

TINS# _____

Funds will be paid by electronic transfer

Authorized Signatures:

Texas State Library and Archives Commission:

Signature: _____ Date: _____

Name: Donna Osborne

Title: Chief Operations and Fiscal Officer

Library Governing Authority:

Signature: _____ Date: _____

Name:

Title:

Appendix A

State of Texas Terms and Conditions

1. Independent Contractor

Library and each of Library's employees, representatives, agents and subcontractors shall serve as an independent contractor in participating and performing under this Grant Contract, and shall not be employees of TSLAC. Library shall ensure that its employees, representatives, agents and subcontractors observe all TSLAC rules and procedures, and all applicable laws and regulations. Library expressly understands and acknowledges that in entering into agreements with Internet vendors, subcontractors or other entities in connection with this Grant Contract, Library shall be solely responsible for payments due to such subcontractors, vendors and other entities. Library shall ensure that any agreements executed with any Internet vendors shall be in compliance with these Terms and Conditions and the Grant Contract.

2. Confidentiality and Public Information Act

Notwithstanding any provisions of any contract to the contrary, Library understands that TSLAC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Grant Contract, any application, letter, report, and any Grant Amount awarded, along with and all data and other information associated therewith and generated or otherwise obtained may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Texas "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Library is required to make any information created or exchanged with TSLAC, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TSLAC, the State of Texas, or any state agency. Library agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Grant Contract, including information which discloses confidential personal information.

3. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by TSLAC and Library to resolve any dispute arising under any contract. Neither the execution of any contract, nor the acceptance of any application, by TSLAC nor any other conduct of any representative of TSLAC relating to any Contract and/or Application shall be considered a waiver of sovereign immunity to suit.

4. Force Majeure

TSLAC shall not be responsible for performance under this Grant Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of TSLAC. Library shall not be liable to TSLAC for non-performance or delay in performance of a requirement or obligation under this Grant Contract (excluding Library's reporting responsibilities and Library's duty to maintain records) if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence and must be beyond the control of Library, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without Library's fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

5. Debts or Delinquencies to the State

TSLAC is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Library agrees that, to the extent Library owes any debt or delinquent taxes to the State of Texas and to the extent applicable and/or allowable under Texas and Federal laws and regulations, TSLAC will withhold any payments or other amounts Library is otherwise owed under this Grant Contract until the debt or delinquent taxes are paid in full. Library agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

6. Indemnification

LIBRARY SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSLAC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR INTANGIBLE PROPERTY RIGHTS, AND/OR ANY ACTS OR OMISSIONS OF THE LIBRARY, OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND/OR IN CONNECTION WITH LIBRARY'S INTERNET ACCESS OR ORIGINATING WITH LIBRARY'S INTERNET VENDOR AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY LIBRARY WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND LIBRARY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. LIBRARY AND THE TSLAC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7. State Auditor

In addition to and without limitation on the other audit provisions, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Library or any other entity or person receiving funds from the State directly under this Grant Contract. The acceptance of funds by Library or any other entity or person directly under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Library or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Library further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Library related to this Grant Contract.

8. Access and Audit by TSLAC; Record Retention

At the request of the TSLAC, Library shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of Library, to TSLAC or its designees for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of TSLAC, TSLAC shall provide Library with up to five (5) business days advance notice of any such examination or audit. The Library must retain all administrative, financial and any other records as are deemed necessary by TSLAC, TSLAC's auditor, the State Auditor's Office or other auditors of the State of Texas and/or the federal government for a period of seven (7) years following the completion of the E-rate Funding Year 2018.

9. Termination for Convenience of the State of Texas

TSLAC reserves the right to terminate this Grant Contract or any Grant Amount awarded hereunder at any time, in whole or in part, without penalty, by providing seven (7) calendar days advance written notice, if TSLAC determines that such termination is in its best interest or the best interest of the State of Texas. In the event of such a termination, Library shall, unless otherwise mutually agreed upon in writing, cease all activity under this Grant Contract immediately upon the effective date of termination.

10. Termination for Cause

If Library fails to perform the required obligations according to the provisions of this Grant Contract, TSLAC may, upon written notice of default to Library, immediately terminate all or any part of this Grant Contract.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Grant Contract.

11. Buy Texas

To the extent applicable, in accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Library shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

12. Equal Opportunity and Drug Free Work Place

Library represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in connection with this Grant Contract and the performance thereof. Library represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. Sections 8101 – 8106) and maintain a drug free workplace and environment.

13. Funding Limitation

Library agrees that funding for this Grant Contract is subject to the actual receipt by TSLAC of funds appropriated to TSLAC. Library agrees that the funds, if any, received from TSLAC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of TSLAC for the purpose of this Grant Contract. Library agrees that notwithstanding any other provision, if TSLAC is not appropriated the funds or if TSLAC does not receive the appropriated funds for this grant program, or if the funds appropriated to TSLAC for this grant program are required to be reallocated to fund other state programs or purposes, TSLAC is not liable to pay the Library any remaining balance on this Grant Contract. Library agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of TSLAC in excess of the Grant Amount funds delineated in this Grant Contract.

14. No Assignment

Library may not subgrant, subcontract or assign any of its rights or duties under this Grant Contract without the prior written approval of TSLAC.

15. No Waiver of Sovereign Immunity

TSLAC and Library agree that no provision of this Grant Contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

16. No Conflicts of Interest; Accuracy; False Statements

Library represents and warrants that Library has no actual or potential conflicts of interest in receiving grant funding from the State of Texas and that Library's receipt of grant funds under any related contract or application would not reasonably create an appearance of impropriety. The Library has not given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC in connection with this Grant Contract. All statements and information prepared and submitted in connection with this Grant Contract, and any request or application, are current, complete and accurate. By signature on this Grant Contract, Library makes all the representations, warranties, guarantees, certifications and affirmations included in therein. If Library signs the Contract with a false statement or it is subsequently determined that Library has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Grant Contract, Library shall be in default and TSLAC may terminate or void the Contract for cause and pursue other remedies available to TSLAC under applicable law. In such event, Library hereby agrees to return the entire Grant Amount in full to TSLAC.

17. Child Support Obligation Affirmation

Under Section 231.006 of the Texas Family Code, Library certifies that the individual or business entity named in this Grant Contract is not ineligible to receive the specified grant, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

18. No use of Grant Amount for Lobbying

Library shall not use any Grant Amount funds provided by TSLAC to Library to influence the passage or defeat of any legislative measure or election of any candidate for public office.

19. Severability Clause

In the event that any provision of this Grant Contract and/or the State of Texas Terms and Conditions is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Grant Contract and the State of Texas Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. Business with Iran, Sudan, or Terrorist Organizations

Library hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization.

21. Boycott of Israel

Library hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, boycott Israel as defined under Texas Government Code, Sec. 808.001(1).

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Authorizing City Manager to Enter into a Master Intergovernmental Cooperative Purchasing Agreement by and between the City of San Juan and National IPA for the Purchasing of Goods and Services.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Authorizing City Manager to Enter into a Master Intergovernmental Cooperative Purchasing Agreement by and between the City of San Juan and National IPA for the Purchasing of Goods and Services.

The agreement will allow for the City to purchase goods and service for Sanitation, Street and Alleys and Recycling at a more competitive rate.

RECOMMENDATION:

Staff recommends the agreement be approved as presented.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

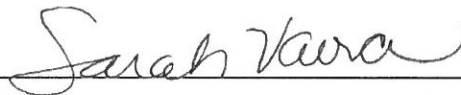
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

Authorized Signature, Participating Public Agency

National Intergovernmental Purchasing Alliance
Company

Signature

Signature



Name

Sarah Vavra

Title and Agency Name

Name

Vice President, Contracting – Public Sector

Title

Date

Date

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Discussion and Possible Action Authorizing the City Manager to Enter into an Inter-local Agreement by and Between the City of San Juan and The University of Texas Rio Grande Valley for the Preparation of the Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action Authorizing the City Manager to Enter into an Inter-local Agreement by and between the City of San Juan and The University of Texas Rio Grande Valley for the Preparation of the Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan.

June 12, 2018 the City Commission Approved the Inter-local Agreement By and Between the City of San Juan and the University of Texas Rio Grande Valley for Representative Appointment to Regional Task Force (Agreement #CE-2018-0012)

RECOMMENDATION:

Approve Inter-Local as Presented and Authorize Mayor to Execute any Related Documents and Budget Amendment as Needed.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

INTERLOCAL AGREEMENT
by and between
CITY OF SAN JUAN
and
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
for preparation of a
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Plan

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **CITY OF SAN JUAN** (hereafter referred to as "**CITY**") and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereafter referred to as "**UTRGV**"), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** **CITY** and **UTRGV** agree to enter into this Agreement as a manner by which **UTRGV** can actively participate in this **CITY'S** effort to respond and comply with the *Texas Commission on Environmental Quality* ("TCEQ") *TPDES Phase II Stormwater Rules*.
- 1.02** **UTRGV** desires to participate in the development of a Texas Pollutant Discharge Elimination System ("TPDES") Stormwater Permit Application, since such participation will provide **UTRGV** with an avenue for students to:
- A. Provide research and educational opportunities, including allowing students to prepare official municipal documents for compliance with federal and state environmental regulations;
 - B. Gain knowledge and experience in the process and procedures of governmental environmental regulation;
 - C. Experience the interaction between state agencies and local governments; and,
 - D. Study, research and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on the date of execution of final signature, and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this Agreement.

2.02 *Extension:* Upon written, mutual consent of **CITY** and **UTRGV**, this Agreement may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.

2.03 *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3 CONSIDERATION

3.01 *Fee:* **CITY** agrees to pay to **UTRGV** **\$6,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **UTRGV** and delivered at the address indicated in Section 5.01 of this Agreement. Payment must be made within fourteen (14) days after execution of this Agreement. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **UTRGV**, will result in this Agreement terminating.

SECTION 4 RIGHTS AND DUTIES

4.01 The following rights and duties will be held or performed by **CITY**:

- A. **CITY** will provide information, documentation requested by **UTRGV** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **UTRGV**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **UTRGV** associated with this item 4.01(A), if necessary.
- B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement.
- C. The **CITY** may make recommendations to **UTRGV**.

4.02 The following rights and duties will be held or performed by **UTRGV**:

- A. Governance:
 - 1. **UTRGV** will provide **CITY** with update of the work progress as requested.
 - 2. **UTRGV** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Plan (SWMP)
 - b. Notice of Change (NOI). NOI is identified as TCEQ Form 20368.
 - 3. **CITY** shall submit SWMP and NOI to TCEQ. **UTRGV** shall provide guidance.
- B. **UTRGV** will formulate and propose to the **CITY**, methods and approaches for

compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.

- C. Funding paid to **UTRGV** will be earmarked in a separate **UTRGV** account for use only by **UTRGV** for Task Force related activities. Any unappropriated funds will be carried over.
- D. Funding paid to **UTRGV** will be utilized by **UTRGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.
- E. **UTRGV** is authorized to utilize funding to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- F. **UTRGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- G. **UTRGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Lower Laguna Madre Estuary Program or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **UTRGV**.

- 4.03** *SWMP Implementation:* **UTRGV** will support the **CITY** in implementing a portion of its SWMP by providing assistance with research and educational services and technical support with specific Best Management Practices (BMPs) included in the SWMP. The overall completion of the BMPs is the sole responsibility of the **CITY**.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **UTRGV** can change the notice address by sending to the other party written indication of the new address. **Notices should be addressed as follows:**

CITY:	City of San Juan David Salinas 709 S. Nebraska San Juan, Texas 78589 dsalinas@cityofsanjuantexas.com (956) 223-2200/(956) 588-5753
--------------	--

UTRGV: The University of Texas – Rio Grande Valley
College of Engineering and Computer Science
Javier Guerrero, E.I.T., MS
Director of Water Studies
c/o Civil Engineering
Edinburg, TX 78539
(956) 929-7189
Javier.Guerrero@utrgv.edu

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **UTRGV**.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **UTRGV** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **UTRGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** Non-waiver: A waiver by either **CITY** or **UTRGV**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **UTRGV** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **UTRGV**, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** Nondiscrimination: **CITY** and **UTRGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.
- 5.12** Dispute Resolution: Any dispute between **CITY** and **UTRGV** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by **CITY** should be addressed to **Patricia M. Alvarez McHatton, PhD**, Vice President for Academic Affairs, **UTRGV**.

EXECUTED the _____ day of _____, 2018, by **CITY**, by its duly authorized agent.

“CITY”
CITY OF SAN JUAN

By: _____
Mario Garza
Mayor

Attest By: _____
Diana Cavazos
City Secretary

EXECUTED the _____ day of _____, 2018, by **UTRGV**, by its duly authorized officer.

“UTRGV”
UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Patricia M. Alvarez McHatton, PhD
Vice President for Academic Affairs

RECOMMEND APPROVAL:

Javier Guerrero, E.I.T., MS
Principal Investigator
Director of Water Studies
Department of Civil Engineering

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consideration and Approval of an Ordinance Authorizing the Issuance, Sale and Delivery of City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018; Providing for the Payment of the Bonds, Together with Certain Currently Outstanding Previously Issued Bonds, from a First Lien on and Pledge of the Net Revenues of the City's Waterworks and Sewer System; Resolving other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of the Bonds, Including the Approval of an Application to the Texas Water Development Board; Authorizing the Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Complying with the Representations; Complying with the Regulations Promulgated by the Texas Water Development Board; and Providing for an Effective Date.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Approval of an Ordinance Authorizing the Issuance, Sale and Delivery of City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018; Providing for the Payment of the Bonds, Together with Certain Currently Outstanding Previously Issued Bonds, from a First Lien on and Pledge of the Net Revenues of the City's Waterworks and Sewer System; Resolving other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of the Bonds, Including the Approval of an Application to the Texas Water Development Board; Authorizing the Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Complying with the Representations; Complying with the Regulations Promulgated by the Texas Water Development Board; and Providing for an Effective Date.

RECOMMENDATION:

Move that the City Commission Adopt an Ordinance Authorizing the Issuance, Sale and Delivery of City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

July 16, 2018

Via E-Mail

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
United States

Mr. Benjamin Arjona
City Manager
City of San Juan
709 South Nebraska Street
San Juan, Texas 78589

Arnold Cantu III
Associate
Direct line +1 210 270 7158
arnold.cantu@nortonrosefulbright.com

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

Re: City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018

Dear Mr. Arjona:

I enclose as Exhibit A to this letter the agenda item to be utilized in preparing the agenda for the July 24, 2018 regular meeting of the City Commission. Thank you for ensuring that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motion for this item.

I also enclose a draft copy of the Ordinance for inclusion in the City Commission's agenda packets. Please send any comments to this Ordinance to me as soon as possible so that it may be finalized.

Lastly, I enclose Exhibit A and Exhibit B in Word format for your convenience.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,



Arnold Cantu III

AC/jcq
Enclosures

cc: Mr. Leroy Gonzales (City of San Juan, Texas)
Ms. Diana Cavazos (City of San Juan, Texas)
Mr. Cris Vela (Hilltop Securities Inc.)
Mr. Andre Ayala (Hilltop Securities Inc.)
Mr. Jorge Delgado (Hilltop Securities Inc.)
Ms. Penny Brooker (Hilltop Securities Inc.)
Mr. W. Jeffrey Kuhn (Firm)

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Mr. Benjamin Arjona
July 16, 2018
Page 2

^NORTON ROSE FULBRIGHT

Mr. Clay Binford (Firm)
Ms. Stephanie V. Leibe (Firm)
Mr. Adam Harden (Firm)
Ms. Lauren N. Ferrero (Firm)
Mr. John D. Hall (Firm)
Mr. Matthew A. Lee (Firm)

EXHIBIT A

CONSIDERATION AND APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2018; PROVIDING FOR THE PAYMENT OF THE BONDS, TOGETHER WITH CERTAIN CURRENTLY OUTSTANDING PREVIOUSLY ISSUED BONDS, FROM A FIRST LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; COMPLYING WITH THE REGULATIONS PROMULGATED BY THE TEXAS WATER DEVELOPMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

EXHIBIT B

**MOVE THAT THE CITY COMMISSION ADOPT AN ORDINANCE AUTHORIZING THE
ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS
AND SEWER SYSTEM REVENUE BONDS, SERIES 2018**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2018; PROVIDING FOR THE PAYMENT OF THE BONDS, TOGETHER WITH CERTAIN CURRENTLY OUTSTANDING PREVIOUSLY ISSUED BONDS, FROM A FIRST LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; COMPLYING WITH THE REGULATIONS PROMULGATED BY THE TEXAS WATER DEVELOPMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

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THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF SAN JUAN §

(1) The City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2012, currently outstanding in the aggregate principal amount of \$225,000 (the “**Series 2012 Bonds**”); and

(2) The City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-A, currently outstanding in the aggregate principal amount of \$5,675,000 (the “**Series 2013-A Bonds**”); and

(3) The City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-B, currently outstanding in the aggregate principal amount of \$1,205,000 (the “**Series 2013-B Bonds**”);

(4) The City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2014, currently outstanding in the aggregate principal amount of \$105,000 (the “**Series 2014 Bonds**”);

(5) The City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017 currently outstanding in the aggregate principal amount of \$2,285,000 (the “**Series 2017 Bonds**”).

WHEREAS, the City may, subject to complying with certain conditions, issue Additional Bonds (hereinafter defined), payable from a first lien on and pledge of the Net Revenues on parity with the outstanding Parity Bonds (hereinafter defined);

WHEREAS, the City Commission of the City deems it in the best interests of the City to issue revenue bonds as authorized under Chapter 1502, Texas Government Code, and to use the proceeds thereof to finance utility system improvements and to pay the costs of issuance related to the issuance of these bonds;

WHEREAS, the City Commission hereby finds and determines that all of the bonds herein authorized to be issued and the deposits to certain accounts can and should be payable from and secured by a first lien on and pledge of the Net Revenues of the System on a parity with the City's currently outstanding Previously Issued Bonds;

WHEREAS, the Bonds herein authorized for issuance are to be delivered to the Texas Water Development Board (the *TWDB, Board, or Purchaser*) in evidence of a loan commitment received in the aggregate amount of the Bonds; and

WHEREAS, the City Commission hereby finds and determines that this action and the adoption of this Ordinance is in the best interest of the residents of the City; now, therefore,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

SECTION 1. DEFINITIONS.

Throughout this Ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Additional Bonds” shall mean the additional first lien revenue bonds which the City reserves the right to issue in the future on a parity and equal dignity with the Bonds and the Parity Bonds.

“Attorney General” shall mean the Attorney General of Texas.

“Authorized Official” shall mean the Mayor, Mayor Pro Tem, City Manager, Finance Director, or the City Secretary.

“Average Annual Debt Service Requirements” means the average requirements of annual debt service (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Bond proceeds, accrued interest on any Bonds, and interest earnings thereon shall be excluded in making such computation; provided, however, when the Previously Issued Bonds issued on or before May 27, 2014 are no longer outstanding, the bond documents are properly amended, or the purchaser of those obligations consents, the term **“Average Annual Debt Service Requirements”** shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such

period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by assuming (i) that the interest rate for every 12-month period on such bonds is equal to the rate of interest reported in the most recently published edition of *The Bond Buyer* (or its successor) at the time of calculation as the “Revenue Bond Index” or, if such Revenue Bond Index is no longer being maintained by *The Bond Buyer* (or its successor) at the time of calculation, such interest rate shall be assumed to be 80% of the rate of interest then being paid on United States Treasury obligations of like maturity and (ii) that, in the case of bonds not subject to fixed scheduled mandatory sinking fund redemptions, that the principal of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds or in the manner permitted under Section 1371.057(c), as amended, Texas Government Code as the same relates to interim or non-permanent indebtedness, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to stated maturity according to a fixed schedule, the principal amounts thereof will be redeemed prior to stated maturity in accordance with the mandatory redemption provisions applicable thereto (in each case notwithstanding any contingent obligation to redeem bonds more rapidly). For the term of any credit agreement in the form of an interest rate hedge agreement entered into in connection with any such obligations, Average Annual Debt Service Requirements shall be computed by netting the amounts payable to the City under such hedge agreement from the amounts payable by the City under such hedge agreement and such obligations.

“**Board**” shall mean the Board of Directors of the TWDB.

“**Bonds**” and “**Series 2018 Bonds**” shall mean “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018” (and includes all other substitute bonds and replacement bonds issued pursuant hereto), and the term “Bond” shall mean any of the Bonds.

“**Business Day**” shall mean any day which is not a Saturday, Sunday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed or a legal holiday.

“**City**” and “**Issuer**” shall mean the City of San Juan, Texas, and any successor to its duties and functions.

“**City Commission**” shall mean the City Commission of the City.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Comptroller**” shall mean the Comptroller of Public Accounts of the State of Texas.

“**DTC**” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“**Fiscal Year**” shall mean the City’s designated Fiscal Year which is the twelve month accounting period used in the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City.

“Government Obligations” as used herein, shall mean direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which are non-callable prior to the respective stated maturities of the Bonds and may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form; provided, however, when the Previously Issued Bonds issued on or before December 15, 2014 are no longer outstanding, the bond documents are properly amended, or the purchaser of those obligations consents, the term **“Government Obligations”** shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

“Gross Proceeds” shall mean any proceeds and replacement proceeds of the issue of obligations authorized under the Ordinance.

“Gross Revenues” shall mean all of the revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System.

“Issue Date” shall mean the date on which the Bonds are initially delivered to and paid for by the Texas Water Development Board.

“Junior Lien Bonds” means (i) any bonds, notes, warrants, certificates of obligation or other debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being junior and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Bonds and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a junior and inferior lien on and pledge of the Net Revenues on a parity with the Junior Lien Bonds.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Net Revenues” and **“Net Earnings”** shall mean all Gross Revenues of the System after deducting therefrom Operation and Maintenance Expenses as hereinafter defined.

“Operation and Maintenance Expense” shall mean the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.056, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to

render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service) to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Bonds and any subordinate lien obligations and all payments under contracts now or hereafter defined as operating expenses by the Texas Legislature. Depreciation, amortization, or other expenditures which, under standard accounting practice, should be charged to capital expenditures shall not constitute or be regarded as an Operation and Maintenance Expense. Payments into and out of the Parity Bonds Interest and Sinking Fund and the Parity Bonds Debt Service Reserve Fund for the Previously Issued Bonds, the Bonds and any Additional Bonds shall never be considered as an Operation and Maintenance Expense.

“Ordinance” as used herein and in the Bonds shall mean this Ordinance authorizing the Bonds.

“Owner” shall mean any person who shall be the registered owner of any outstanding Bond as shown on the registration books maintained by the Paying/Agent Registrar, initially the Texas Water Development Board.

“Paying Agent/Registrar” shall mean BOKF, NA, Dallas, Texas, and its successors in the capacities of Paying Agent/Registrar for the Bonds.

“Parity Bonds” shall mean the Bonds, the Previously Issued Bonds, and any Additional Bonds hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Commission in accordance with applicable law), if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

“Parity Bonds Debt Service Reserve Fund” shall mean a reserve fund to pay principal of and interest on the Parity Bonds in the occasion that funds in the Parity Bonds Interest and Sinking Funding are insufficient for the purpose.

“Parity Bonds Interest and Sinking Fund” shall mean the fund described in Section 21 of this Ordinance.

“Pledged Revenues” shall mean the Net Revenues.

“Previously Issued Bonds” shall mean the Series 2012 Bonds, the Series 2013-A Bonds, the Series 2013-B Bonds, the Series 2014 Bonds, and the Series 2017 Bonds.

“Project” shall mean the design and construction costs for the construction improvements to the utility system as approved by the Texas Water Development Board in Resolution No. 18-053 identified as Project No. 73796.

“Purchaser” shall mean the initial purchaser of the Bonds.

“Record Date” for the interest payable on any interest payment date as used in connection with any Bond, shall mean the fifteenth day of the month preceding each interest payment date.

“**Register**” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“**Rule**” shall mean SEC Rule 15c2-12, as amended from time to time.

“**SEC**” shall mean the United States Securities and Exchange Commission.

“**System**” shall mean and include the City’s entire waterworks and sewer system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided, however, when the Previously Issued Bonds issued on or before May 27, 2014 are no longer outstanding, the bond documents are properly amended, or the purchaser of those obligations consents, the term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water, for the collection and treatment of wastewater, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City and the City expressly reserves the right at its sole discretion to include additional utility, telecommunications, technology, or similar enterprise services as components of the System; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of *Special Facilities Bonds*, which are hereby defined as being special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Parity Bonds including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

“**TWDB**” shall mean the Texas Water Development Board.

SECTION 2. FINDINGS. The City hereby finds and determines that the recitations contained in the preamble hereto are true and correct and incorporates the said recitals in the preamble as if set forth in full at this place.

SECTION 3. AUTHORIZATION: DESIGNATION: PURPOSES. The Bonds shall be designated as the “**City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018**” and shall be issued in fully registered form in the total authorized aggregate principal amount of \$1,270,000 for paying all or a portion of the City’s contractual obligations for the purpose of constructing, installing and acquiring additions, extensions and improvements to the City’s utility system and for paying professional services for legal, fiscal, and engineering fees in connection with this project (collectively, the “**Project**”). The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code and the Ordinance.

SECTION 4. DATE: INTEREST AND INTEREST PAYMENT DATES. The Bonds shall be dated June 1, 2018. Interest on the Bonds at the rate set out in Section 5 hereof, will accrue from the date of initial delivery of the Bonds to the Board; and will be payable January 1 and July

1 each year commencing January 1, 2019; and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

SECTION 5. INITIAL AND DEFINITIVE BONDS: NUMBERS AND DENOMINATIONS.

(a) The Initial Bonds herein authorized shall be issued either (i) as a single fully registered Bond in the total principal amount of \$1,270,000 with principal and interest payments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate, fully registered Bonds for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the ***“Initial Bond”***), and, in either case, the Initial Bond shall be registered in the name of the Purchaser, to-wit: TEXAS WATER DEVELOPMENT BOARD or the designee(s) thereof. The Initial Bond shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the initial purchaser. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Bond delivered hereunder and exchange therefore Definitive Bonds (as hereinafter defined) of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates, for transfer and delivery to the holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser, or the designee(s) thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

(b) The Definitive Bonds (the ***“Definitive Bonds”***) shall be numbered consecutively from R- 1, upward and shall mature and bear interest at the rates set forth in the following schedules, and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature on January 1 in each of the years and in the principal amounts set out in such schedules:

<u>Year of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

<u>Year of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		

SECTION 6. REDEMPTION.

(a) Optional Redemption. The Bonds having stated maturities on and after January 1, 2029 shall be subject to redemption prior to stated maturity, at the option of the City, in inverse order of stated maturity, on July 1, 2028, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(b) Special Mandatory Redemption. In the event that the Purchaser at such time remains the sole holder of the Bonds and the final accounting delivered by the City to the Purchaser in the form and manner specified in, and in compliance with the provisions of, Section 30(d) of this Ordinance evidences that the total cost of the project to be financed with Bond proceeds is less than the amount of Bond proceeds available for paying such costs, then the City shall, as soon as practicable (but in no event later than six months after the Purchaser's acceptance of the aforementioned accounting) redeem Bonds in the amount of such excess to the nearest multiple of the authorized denomination for the Bonds. Bonds redeemed pursuant to this provision shall be redeemable on any date, in inverse order of stated maturity, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity, selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(c) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the

right to redeem Bonds, the principal amount of each stated maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same stated maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Owner of a Bond to be redeemed, in whole or in part, at the address of the Owner appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Owner. If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on said Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

(f) Transfer/Exchange. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or to transfer or exchange any Bond selected for redemption, provided; however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 7. EXECUTION OF BONDS; SEAL. The Bonds shall be signed by the Mayor of the City and countersigned by the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

SECTION 8. APPROVAL BY ATTORNEY GENERAL: REGISTRATION BY COMPTROLLER. The Initial Bond shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The Mayor and the City Secretary are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and the City Secretary and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Bond by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Ordinance, and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

SECTION 9. AUTHENTICATION. Except for the Initial Bond which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Section 17 of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

SECTION 10. PAYMENT OF PRINCIPAL AND INTEREST: PAYING AGENT/REGISTRAR. BOKF, NA, Dallas, Texas, Paying Agent/Registrar, is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit "A", which is hereby authorized, approved and incorporated hereto by reference by the City and are each hereby authorized to execute, attest and affix the City's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Ordinance (except any sums representing registrar or paying

agent fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance. Subject to the provisions of Section 13, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

SECTION 11. SUCCESSOR PAYING AGENTS/REGISTRARS. The City covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

SECTION 12. SPECIAL RECORD DATE. In the event of a nonpayment of interest on any interest payment date which continues for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest (the “**Special Record Date**”) upon receipt of funds from or on behalf of the City to make such interest payment. The Special Record Date shall be fifteen days prior to the scheduled payment date (the “**Scheduled Payment Date**”) of past due interest. Notice of the Scheduled Payment Date of past due interest and the Special Record Date shall be given by U.S. mail, Paying Agent/Registrar class postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

SECTION 13. OWNERSHIP; UNCLAIMED PRINCIPAL AND INTEREST. The City, the registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City. The Paying Agent/Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

SECTION 14. REGISTRATION, TRANSFER AND EXCHANGE. As long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance. The Paying Agent/Registrar has also agreed to keep a copy of the Register at its offices, or its agent's offices, located in Dallas, Texas.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered, sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

SECTION 15. MUTILATED, LOST OR STOLEN BONDS. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond. Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered. This section further constitutes authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar.

SECTION 16. CANCELLATION OF BONDS. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Bonds.

SECTION 17. FORM OF BONDS. The form of the Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as follows, with such additions, deletions and variations, including any guarantee legend or statement, as may be necessary or desirable and not prohibited by this Ordinance.

The Definitive Bonds shall be printed, lithographed, engraved, typewritten or photocopied and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Form of Initial Bond to be submitted to the Texas Attorney General in substantially the form attached hereto as Exhibit B.

Form of Definitive Bond.

REGISTERED
NO.

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAN JUAN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2018

Bond Date:
June 1, 2018

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF SAN JUAN, TEXAS (the "City"), for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal trust office of BOKF, NA, Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the delivery date or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semi-annually on January 1 and July 1 each year, beginning January 1, 2019 until maturity of this Bond, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the fifteenth day of the month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States Mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense. While the Bonds are held by the Purchaser payment of principal of, premium, if any, and interest on the Bonds shall be made by federal funds wire transfer, at no cost to the Purchaser, to an account at a financial institution located in the United States designated by the Purchaser.

IN THE EVENT of a non-payment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date") which shall be 15 days after the Special Record Date shall be sent at least five business days prior to the Special Record Date by United States mail, Paying Agent/Registrar class, postage prepaid, to the address of each Registered Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the Business Day prior to the mailing of such notice.

IF THE DATE for any payment due on the Bonds shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the City where the principal trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND, dated June 1, 2018, has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$1,270,000 for paying all or a portion of the City's contractual obligations for the purpose of constructing, installing and acquiring additions, legal, fiscal, and engineering fees in connection with this project. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, and the Ordinance.

The Bonds stated to mature on and after January 1, 2029 may be redeemed prior to their Stated Maturities, at the option of the City, in inverse order of stated maturity, on July 1, 2028, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to stated maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like stated maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

In addition to the foregoing right to optional redemption, in the event that the Purchaser at such time remains the sole holder of the Bonds and the final accounting delivered by the City to the Purchaser in the form and manner specified in the Ordinance (and in compliance with the provisions of Section 30(d) of the Ordinance) evidences that the total cost of the project to be financed with Bond proceeds is less than the amount of Bond proceeds available for paying such costs, then the City shall, as soon as practicable (but in no event later than six months after the Purchaser's acceptance of the aforementioned accounting) redeem Bonds in the amount of such excess to the nearest multiple of the authorized denomination for the Bonds. Bonds redeemed pursuant to this provision shall be redeemable on any date, in inverse order of stated maturity, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity, selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance hereof in the event of its redemption in part.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CITY has reserved the right, subject to the restrictions stated, and adopted by reference in the Ordinance, to issue Additional Bonds which may be made payable from, and secured by, a first lien on and pledge of the "Net Revenues" equally and ratably on a parity with the Parity Bonds, as well as any Junior Lien Bonds, which may be made payable from, and secured by a junior and inferior lien on and pledge of the Net Revenues.

THE BONDS are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Bond may surrender the same in exchange for any equal aggregate principal amount of Bonds of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

THIS BOND, and the other Parity Bonds of the series of which it is a part and the interest thereon, are secured by and payable from a first lien on and pledge of the Net Revenues of the City's Waterworks and Sewer System as described in the Ordinance. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City or System, except with respect to the Net Revenues.

THE REGISTERED OWNER HEREOF SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS OBLIGATION OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION, OR FROM ANY SOURCE WHATSOEVER OTHER THAN THE AFORESAID REVENUES.

THE CITY HAS RESERVED the right to amend the Ordinance with the approval of the holders of 51% of all outstanding Bonds subject to the restrictions stated in the Ordinance.

Reference is hereby made to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his

acceptance hereof hereby assents, for definitions of terms; the description and nature of the Net Revenues of the System pledged for the payment of the Bonds; the terms and conditions under which the City may issue Additional Bonds or Junior Lien Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the stated maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of and lien on the Net Revenues of the System. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Paying Agent/Registrar Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Ordinance described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication

BOKF, NA, Dallas, Texas
as Paying Agent/Registrar

By: _____
Authorized Signature

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature

Guaranteed: _____

Registered Owner

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

Notice: The Signature above must correspond to same name of the registered owner as show on the face of this bond in every particular, without alteration, enlargement, or change whatsoever.

SECTION 18. OPINION OF BOND COUNSEL: CUSIP. Norton Rose Fulbright US LLP, San Antonio, Texas, is engaged as bond counsel. The approving opinion of bond counsel, a City Secretary's certificate certifying that the opinion of bond counsel is on file with the City, and CUSIP numbers, may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

SECTION 19. PLEDGE. (a) While any of the Parity Bonds are outstanding, an Authorized Official shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Parity Bonds Interest and Sinking Fund, and, if necessary, in the Parity Bonds Debt Service Reserve Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Parity Bonds as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Parity Bonds at the close of the business day next preceding the date a debt service payment is due on the Parity Bonds. The City covenants that the Net Revenues of the System, with the exception of those in the amounts required to establish and maintain the funds as hereinafter provided, are hereby irrevocably pledged for the payment and security of the Parity Bonds.

(b) Chapter 1208, as amended, Texas Government Code, applies to the issuance of the Bonds and the pledge of Net Revenues granted by the City under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Net Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security

interest in this pledge, the City Commission agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, as amended, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 20. DEPOSITS TO SYSTEM FUND: USE OF SURPLUS. There has been created and established on the books of the City, and accounted for separately and apart from all other funds of the City, a special fund entitled the “City of San Juan, Texas, Waterworks and Sewer System Fund” (the “**System Fund**”). All Gross Revenues of the System shall be credited to the System Fund immediately upon receipt and all Operation and Maintenance Expenses of the System shall be paid from such Gross Revenues as a first charge against same.

Gross Revenues of the System not actually required to pay the Operation and Maintenance Expenses are hereby pledged and shall be appropriated and deposited to the following Funds in the order of precedence shown:

- First, to the Parity Bonds Interest and Sinking Fund in equal monthly installments made on or before the 1st day of each month hereafter, as will be sufficient to pay the interest scheduled to come due on the Parity Bonds on the next interest payment date; and such amounts, in equal monthly installments, as will be sufficient to pay the next maturing principal of the Parity Bonds;
- Second, to the Parity Bonds Debt Service Reserve Fund, as necessary, on or before the 1st day of each month hereafter, commencing on the 1st day of each month after the delivery of the Bonds, an amount sufficient to provide a reserve equal to the Average Annual Debt Service Requirements on all of the outstanding Parity Bonds; and
- Third, to the Junior Lien Bonds Interest and Sinking Fund (and reserve fund, if any), when and in the amounts required by the ordinances authorizing their issuance.

Any Net Revenues remaining after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 21. PARITY BONDS INTEREST AND SINKING FUND; REQUIREMENTS. (a) For the sole purpose of paying the principal of and interest on the Previously Issued Bonds, the Bonds, and any Additional Bonds, as the same come due, there shall be created and established on the books of the City a separate fund entitled the “City of San Juan, Texas, Waterworks and Sewer System Parity Bonds Interest and Sinking Fund” (hereinafter called the “**Parity Bonds Interest and Sinking Fund**”) pledged to the payment of principal and interest on the Parity Bonds. While any Parity Bonds are outstanding, funds will be deposited to the Parity Bonds Interest and Sinking Fund as required under Section 21.

(b) The required monthly deposits and credits to the Parity Bonds Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Parity Bonds Interest and Sinking Fund is equal to the amount required to fully pay and discharge all outstanding Parity Bonds (principal, premium, if any, and interest) or (ii) the Parity Bonds are no longer outstanding. All amounts on deposit in and credited to the Parity Bonds Debt Service Reserve Fund, for purposes of determining whether sufficient funds are on deposit in the Parity Bonds Interest and Sinking Fund to fully pay and discharge all outstanding Parity Bonds, shall be deemed to be on deposit in and credited to the Parity Bonds Interest and Sinking Fund for the sole benefit of the Parity Bonds.

(c) Accrued interest and capitalized interest, if any, received at Closing from the purchaser of any Parity Bonds shall be taken into consideration and reduce the amount of the deposits and credits hereinabove required in the Interest and Sinking Fund.

(d) While any of the Parity Bonds are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Parity Bonds Interest and Sinking Fund, and, if necessary, funds on deposit in the Parity Bonds Debt Service Reserve Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Bonds as shall become due on each interest or principal payment date of the Parity Bonds. Such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Parity Bonds not later than the business day next preceding the date such payment is due and shall only be used to pay the principal of and interest on such Parity Bonds. The Paying Agent/Registrar shall destroy all paid Parity Bonds and furnish the City with an appropriate certificate of cancellation or destruction.

SECTION 22. PARITY BONDS DEBT SERVICE RESERVE FUND. (a) The Parity Bonds Debt Service Reserve Fund has been established by the City in order to accumulate and maintain an aggregate debt service reserve for the payment of the Parity Bonds equal to an amount which shall never exceed the limits provided under subsection (b) hereof. The City may fund any increase in the Required Reserve Amount resulting from the issuance of Additional Bonds on the date of issuance of the Additional Bonds by the deposit of available funds to the Parity Bonds Debt Service Reserve Fund, or may accumulate the increase in the Required Reserve Amount in equal monthly installments over the initial sixty (60) months following the date of issuance of the Bonds. The City certifies that the Parity Bonds Debt Service Reserve Fund contains an amount equal to \$_____ and the City covenants to yield restrict any excess amounts and may withdraw such amounts to be used for qualified purposes. The City covenants to maintain the amount of \$_____ (the “**Required Reserve Amount**”) and will fund the increase in the Required Reserve Amount in sixty (60) equal payments of \$_____ to be paid on a monthly basis no later than the tenth day of each month, beginning on or before the tenth day of the month next following the delivery of the Bonds to the Purchaser.

(b) The balance in the Parity Bonds Debt Service Reserve Fund shall be calculated by the City annually not later than the date of adoption of its annual budget. The aggregate balance in the Parity Bonds Debt Service Reserve Fund shall never exceed the lower of (1) ten percent (10%) of the outstanding aggregate principal amount of the Parity Bonds; (2) the average annual debt service of the Parity Bonds, or (3) the maximum annual debt service payment. Earnings and

income derived from the investment of amounts held for the credit of the Parity Bonds Debt Service Reserve Fund shall be retained in the Parity Bonds Debt Service Reserve Fund until it contains the Required Reserve Amount. Thereafter, such earnings and income shall be deposited to the credit of the System Fund to be used by the City for any lawful purpose.

(c) The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Parity Bonds Interest and Sinking Fund, the Net Revenues shall be applied and appropriated and used to establish and maintain, on a pro rata basis, (i) the Required Reserve Amount in the Parity Bonds Debt Service Reserve Fund, and (ii) any reserve established for the benefit of any issue or series of Additional Bonds and to cure any deficiency in such amounts as required by the terms of this Ordinance, and any other ordinance pertaining to the issuance of Additional Bonds.

SECTION 23. DEFICIENCIES IN FUNDS. If on any occasion there shall not be sufficient Net Revenues to make the required deposits into the Parity Bonds Interest and Sinking Fund and the Parity Bonds Debt Service Reserve Fund, as required herein, or as required by ordinance authorizing issuance of Additional Bonds, then such deficiency shall be made up as soon as possible from the next available Net Revenues.

SECTION 24. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, the City also covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Parity Bonds Interest and Sinking Fund or Parity Bonds Debt Service Reserve Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

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

For the avoidance of doubt, for so long as the Purchaser is a holder of Bonds, the Purchaser may exercise all rights and remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the Purchaser's full exercise of these remedies shall be of no force and effect.

SECTION 25. ADDITIONAL BONDS ON A PARITY WITH THE BONDS. (a) Issuance of Additional Parity Bonds. The City shall have the right and power, upon obtaining written consent from the TWDB (for as long as the TWDB is the registered owner of the Series 2012 Bonds, the Series 2013-A Bonds, the Series 2013-B Bonds, the Series 2014 Bonds, and the Series 2017 Bonds), at any time and from time to time and in one or more series or issues, to authorize, issue, and deliver Additional Parity Bonds, in accordance with law, in any amounts, for the purpose of completing the Project and refunding of Bonds, or other obligations. Such Additional Parity Bonds, if and when authorized, issued and delivered in accordance with this Ordinance, shall be

secured by and made payable from a lien on and pledge of the Net Revenues, equally and ratably on a parity in all respects with the Parity Bonds. If and when authorized, issued and delivered in accordance with this Ordinance, Additional Parity Bonds shall be payable from and secured by the Parity Bonds Interest and Sinking Fund and Parity Bonds Debt Service Reserve Fund.

The principal and interest of all Additional Parity Bonds must be scheduled to be paid or mature on January 1 and/or July 1, of the years in which such principal and interest is scheduled to be paid or mature.

(b) Issuance of Junior Lien Bonds. For as long as the TWDB is the registered owner of the Series 2012 Bonds, the Series 2013-A Bonds, the Series 2013-B Bonds, and the Series 2014 Bonds, and the Series 2017 Bonds, any obligations payable from a junior and inferior lien pledge of the Net Revenues may only be issued with the consent of TWDB.

SECTION 26. REQUIREMENTS FOR ISSUANCE OF ADDITIONAL BONDS. Additional Bonds shall be issued only in accordance with this Ordinance, and no installment, series, or issue of Additional Bonds shall be issued or delivered unless the following requirements are satisfied:

(a) The Mayor and the City Secretary of the City sign a written certificate to the effect that the City is not in default (except for a refunding to cure a default) as to any covenant, condition, or obligation in connection with all outstanding Previously Issued Bonds and the ordinances authorizing same, and that the Parity Bonds Interest and Sinking Fund and the Parity Bonds Debt Service Reserve Fund each contains the amount then required to be therein.

(b) An independent certified public accountant, or independent firm of certified public accountants, acting by and through a certified public accountant, signs a written certificate to the effect that, in his or its opinion, during either the next preceding fiscal year, or any 12 consecutive calendar month period ending not more than ninety (90) days preceding adoption of the ordinance authorizing the issuance of the then proposed Additional Bonds is passed, the Net Revenues were at least equal to 1.25 times an amount equal to the average annual principal and interest requirements of all Parity Bonds and Additional Bonds which are scheduled to be outstanding after the issuance of the then proposed Additional Bonds, or the City certifies that the City is expected to continue to meet or exceed the net revenue test with a minimum coverage of 1.25 times the Average Annual Debt Service Requirements. It is specifically provided, however, that in calculating the amount of Net Revenues for the purposes of this subsection (b), if there has been any increase in the rates or charges for services of the System which is then in effect, but which was not in effect during all or any part of the entire period for which the Net Revenues are being calculated (hereinafter referred to as the "entire period") then the certified public accountant, or in lieu of the certified public accountant, a firm of consulting engineers, shall determine and certify the amount of Net Revenues as being the total of (i) the actual Net Revenues for the entire period, plus (ii) a sum equal to the aggregate amount by which the actual billings to customers of the System during the entire period would have been increased if such increased rates or charges had been in effect during the entire period.

(c) Provision shall be made in the ordinance authorizing their issuance for immediately increasing the Parity Bonds Debt Service Reserve Fund as of the date of issue, to the Required

Reserve Amount as required by Section 22 hereof with the proceeds of the Additional Bonds, or other available source, or as otherwise required under Section 22 hereof.

(d) All calculations of average annual principal and interest requirements of any bonds made in connection with the issuance of any then proposed Additional Bonds shall be made as of the date of such Additional Bonds; and also in making calculations for such purpose, and for any other purpose under this Ordinance, principal amounts of any Bonds which must be redeemed prior to maturity pursuant to any applicable mandatory redemption requirements shall be deemed to be maturing amounts of principal of such bonds.

SECTION 27. INVESTMENTS; FUNDS SECURED. Money in all funds created, or continued, by this Ordinance shall be invested in investments authorized by the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256) and, to the extent not invested, shall be held at a state designated state depository institution and secured in the manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

SECTION 28. RATES AND CHARGES. The City covenants and agrees with the Owners of the Bonds as follows:

The City shall prepare, prior to the beginning of each Fiscal Year, an annual budget, in accordance with law, reflecting an estimate of cash receipts and disbursements for the ensuing Fiscal Year in sufficient detail to indicate the provable Gross Revenues and Net Revenues of such Fiscal Year. The City shall fix, establish, maintain, and collect such rates, charges and fees for the use and availability of the System at all times as are necessary (1) to produce Gross Revenues sufficient, to pay all current Operation and Maintenance Expenses of the System, and (2) to produce an amount of Net Revenues during each fiscal year sufficient to meet and pay annual principal and interest requirements of all outstanding obligations secured by Net Revenues of the System, including maintenance of Funds created under Section 20, 21 and 22 of the Ordinance. If the System should become legally liable for any other obligations or indebtedness, the City shall fix, maintain, charge, and collect additional rates and charges for services rendered by the System sufficient to establish and maintain funds for the payment thereof.

SECTION 29. GENERAL COVENANTS. The City further covenants and agrees as follows in accordance with and to the extent required or permitted by law:

(a) PERFORMANCE. The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Ordinance, and in the Bonds; that it will promptly pay or cause to be paid the principal of and interest on the Bonds, on the dates and in the places and manner prescribed in the Ordinance; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Parity Bonds Interest and Sinking Fund and the Parity Bonds Debt Service Reserve Fund; and any owner of the Bonds may require the City, its officials and employees to carry out, respect or enforce the covenants and obligations of the Ordinance, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, its officials and employees.

(b) CITY'S LEGAL AUTHORITY. The City is a duly created and existing home-rule municipality of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of said Bonds has been duly and effectively taken, and that said Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) TITLE. The City has or will obtain lawful title to the lands, buildings, structures, and facilities constituting the System. It warrants that it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds, against the claims and demands of all persons whomsoever. It is lawfully qualified to pledge the Net Revenues to the payment of the Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) LIENS. The City will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will timely pay all lawful claims for rents, royalties, labor, materials, and supplies and satisfy, if applicable, the requirements of Sections 53.231 - 53.238 of the Texas Property Code, as amended, as applicable so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, material man's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, material man's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) OPERATION OF SYSTEM; NO FREE SERVICE.

(i) While the Bonds are outstanding and unpaid the City shall continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities, lessees, or concessionaires make use of the services and facilities of the System, payment monthly of the standard retail price of the services provided shall be made by the City or any of its agencies or instrumentalities, lessees, or concessionaires out of funds from sources other than the revenues of the System, unless made from surplus Net Revenues.

(ii) The City shall adequately enforce the authority granted to the City by Texas Water Code § 17.934(a)(2) to require and ensure that all property owners capable of receiving service from the System constructed with Bond proceeds shall connect to said service within a reasonable period of time not to exceed 90 days from the date the City notifies the property owner that service is available.

(f) FURTHER ENCUMBRANCE. While the Bonds are outstanding and unpaid, the City shall not additionally encumber the Net Revenues in any manner, except as permitted in this Ordinance, unless said encumbrance is made junior and inferior in all respects to the liens, pledges,

covenants, and agreements of the Parity Bonds. The right of the City to issue obligations payable from a pledge of and lien on surplus Net Revenues is specifically recognized and retained.

(g) SALE OR DISPOSAL OF PROPERTY. While the Bonds are outstanding and unpaid, the City shall not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or dedicate to other use, or otherwise dispose of the System, or any significant or substantial part thereof, provided further that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, or dedicate such property to other use, it may do so either when it has made arrangements to replace the same or provide substitutes therefor, or it is determined by Ordinance of the City Commission that no such replacement or substitute is necessary.

(h) INSURANCE.

(1) The City shall insure all work during construction and upon completion which is being financed with proceeds of the Bonds and proceeds from the TWDB grant program in any amount sufficient to protect the TWDB's interest in the Project as required by 31 TAC Section 375.91(b)(2)(k). The City shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. All insurance premiums shall be paid as an expense of operation of the System. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Bondholders and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such properly, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance as required hereunder, and shall state whether or not all insurance premiums upon the insurance policies to which reference is made have been paid.

(i) **RECORDS.** The City will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities, and transactions relating to the System, the Net Revenues, and the Funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Bondholder or citizen of the City. To the extent consistent with the provisions of this Ordinance, the City shall keep its books and records in a manner conforming to standard accounting practices as usually would be followed by private corporations owning and operating a similar System, with appropriate recognition being given to essential differences between municipal and corporate accounting practices.

(j) **AUDITS.** After the close of each Fiscal Year while any of the Bonds are outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by an independent CPA or an independent firm of CPAs. No later than 180 days after the close of each Fiscal year, a copy of such audit shall be furnished, without charge, to the (i) Texas Water Development Board, Attention: Executive Administrator, and upon written request, to and at the expense of such holder, to (ii) any subsequent holder thereof. The annual audit reports shall be open to the inspection of the Bondholders and their agents and representatives at all reasonable times.

(k) **GOVERNMENTAL AGENCIES.** The City will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(l) **NO COMPETITION.** It will not operate, or grant any franchise or, to the extent it legally may, permit the acquisition, construction, or operation of, any facilities which would be in competition with the System, and to the extent that it legally may, the City will prohibit any such competing facilities.

SECTION 30. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The City will comply with all of the requirements contained in the resolution or resolutions adopted by the Purchaser with respect to the issuance of the Bonds. In addition, in compliance with the Purchaser's Clean Water State Revolving Fund Program Rules, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Bonds, including the Construction Fund, in accordance with the standards set forth by the Government Accounting Standard Board;

(b) to create and establish at the Depository a "City of San Juan, Texas Clean Water State Revolving Fund Program Loan Construction Fund" (the "**Construction Fund**") for the receipt and disbursement of all proceeds from the sale of the Bonds and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Purchaser pursuant to the loan evidenced by the Bonds and all funds deposited to

the credit of the Construction Fund shall be disbursed only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Purchaser and as otherwise allowed by the rules and in accordance with the provisions of Chapter 15 or 17 of the Texas Water Code, as amended;

(c) to provide the Purchaser with copies of “as built plans” pertaining to the projects financed, in whole or in part, with any funds of the Purchaser;

(d) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, to provide a final accounting to the Purchaser of the total costs of the projects. Thereafter, the City shall submit a final accounting and a final funds registration form to the Executive Administrator, or his designee. Upon receipt of this information, the Purchaser shall within 60 days of receipt of this information provide written direction to the City of the course of action to be taken with respect to such surplus funds. If the projects as finally completed are built at a total cost less than the amount of available funds for building the projects, or if the Executive Administrator of the Purchaser disapproves construction of any portion of such projects as not being in accordance with the plans and specifications, the City agrees to immediately, with filing of the final accounting, return to the Purchaser the amount of any such excess and/or the cost determined by the Executive Administrator of the Purchaser relating to the parts of such projects not built in accordance with the plans and specifications, to the nearest multiple of the authorized denominations for the Bonds, by (i) the effectuation of a redemption of such amount of Bonds pursuant to Section 6(b) hereof, (ii) the deposit into the Parity Bonds Interest and Sinking Fund for the next scheduled payment of interest or principal on the Bonds, or (iii) spending such amount on other eligible project costs as authorized by the Executive Administrator. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Purchaser, all other funds available from the projects as described in the project engineer’s or fiscal representative’s sufficiency of funds statement and all interest earned by the City on money in the Construction Fund;

(e) in addition to the requirements contained in Section 29(h) hereof, to maintain adequate insurance coverage on the projects financed with the proceeds of the Bonds in amounts adequate to protect the Purchaser’s interest;

(f) in addition to the requirements contained in Section 29(i) hereof, to maintain current, accurate, and complete records and accounts necessary to demonstrate compliance with financial assistance related legal and contractual provisions;

(g) notwithstanding any other term, condition, requirement, or provision contained in this Ordinance, the TWDB rules and loan document provisions shall control to the extent of any conflict between the Ordinance and such TWDB agency rules or such loan document provisions.

(h) to implement any water conservation program required by the Purchaser until all financial obligations to the Purchaser has been discharged;

(i) to comply with any special conditions, if any, specified by the City's water conservation plan maintained in accordance with 31 TAC 363.15, as well as any environmental determination until all financial obligations to the Purchaser has been discharged;

(j) to abide by the Purchaser's rules and relevant state statutes, including, but not limited to, the Purchaser's pre-design funding procedures and pursuant to the requirements of the Purchaser's Resolution No. 18-053 adopted on May 3, 2018; and

(k) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all subcontractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available as provided herein shall insert in full in any contract in excess of \$2,000 the contract clauses as provided by the TWDB;

(l) the City shall abide by all applicable construction requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC §375.3 and 33 U.S.C. §1388, as well as related State Revolving Fund Policy Guidelines;

(m) the City agrees to notify the TWDB of the conveyance of Bonds or any conversion of the City. Prior to any action by the City to convey its Bonds held by the TWDB to another entity, the conveyance and the assumption of the Bonds must be approved by the TWDB. The City will notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation City or a sale-transfer-merger with another retail public utility;

(n) the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System ("**DUNS**") Number and shall register with the System for Award Management ("**SAM**"), and maintain current registration at all times during which the Bonds are outstanding;

(o) the City covenants that all loan proceeds will be timely and expeditiously used as required by federal statutes and EPA regulations. The City will adhere to an Executive Administrator-approved project schedule, which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator;

(p) the City shall not use loan proceeds from the Bonds that are determined to be surplus proceeds remaining after completion of the project except for the following purposes as approved by the Executive Administrator: (1) to redeem, in inverse annual order, the Bonds owned by the TWDB; (2) deposit into the Parity Bonds Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Bonds owned by the TWDB; or (3) to pay eligible project costs as authorized by the Executive Administrator;

(q) to not use Bond proceeds to pay for the cost of sampling, testing, removing or disposing of injection well fluids, brine concentration, municipal solid wastes, soils and/or media

contaminated by hazardous substances, and for managing and disposing of any other hazardous substances, including (but not limited to) radioactive substances and low-level radioactive wastes, that may be generated at the project site during planning, design, and construction activities;

(r) loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site and the City also agrees, to the extent permitted by law, to indemnify, hold harmless and protect the Purchaser from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, and disposition of any hazardous substance, radioactive substance, and/or solid waste, as those terms are defined in the Texas Solid Waste Disposal Act (codified at Chapter 361, as amended, Texas Health and Safety Code) and the Radiation Control Act (codified at Chapter 401, as amended, Texas Health and Safety Code, and/or removal and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees during the course of the project;

(s) to apply for and obtain all permits, licenses, letter authorizations, notifications of solid waste registration, notices of intent and other regulatory approvals that may be required by those federal, state, regional, and local governmental entities responsible for regulating environmental, health and safety, and transportation-related matters arising from or pertaining to the generation, management, and disposal of all municipal solid wastes, radioactive substances, and low-level radioactive-wastes that may be generated as the result of the planning, design, and construction of the project financed with Bond proceeds, including (but not necessarily limited to) surface water discharge permit(s), stormwater permits, underground injection control permits, solid waste facility registrations, notifications, and/or permits, hazardous waste permits, radioactive materials management licenses, and low-level radioactive waste permits, registrations, and exemptions;

(t) to comply, and take steps to assure that its contractors shall comply, with subchapter IV of chapter 31 of Title 40 of the United States Code (the “**Davis-Bacon Act**”), with respect to projects financed with the proceeds of the Bonds, if applicable;

(u) to not use any portion of the Bond proceeds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in Section 33 hereof) which produce a yield materially higher than the yield on the Purchaser’s bonds that are used to provide the Purchaser with proceeds that it will use to purchase the Bonds (the “**Source Series Bonds**”), other than Nonpurpose Investments acquired with:

(i) Proceeds of the Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Purchaser) until such proceeds are needed for the facilities to be financed;

(ii) Amounts invested in a bona fide debt service fund, within the meaning of §1.148-1(b) of the Regulations (as defined in Section 33 hereof); and

(iii) Amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the

Bonds, 125% of average annual debt service on the Bonds, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

(v) neither the City nor a related party thereto will acquire any of the Source Series Bonds in an amount related to the amount of the Bonds to be acquired from the City by the Purchaser.

(w) the City shall be required to submit outlay reports with sufficient supporting documentation (e.g., invoices, receipts) on a quarterly basis, and the Purchaser shall retain the right to request project progress reports and outlay reports monthly as the project proceeds through each project phase and the City covenants to ensure that all Bond proceeds are timely and expeditiously utilized on the Project;

(x) the Bonds must include a provision stating that the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall obtain a Data Universal Numbering System (*DUNS*) Number and shall register with Central Contractor Registration (*CCR*), and maintain current registration at all times during which the Bonds are outstanding; and

(y) all loan proceeds will be timely and expeditiously used, as required by 40 CFR §35.3135(d), and also shall provide that the City will adhere to the approved project schedule;

(z) the City will comply with the requirements set forth in 33 U.S.C. §1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles (*GAAP*). These standards and principles also apply to the reporting of underlying infrastructure assets;

(aa) the City will provide the Purchaser documentation that it met all applicable state and federal procurement requirements under the Disadvantaged Business Enterprises program.

(bb) the City will provide documentation that it has met all applicable federal procurement requirements as specifically set forth in 40 U.S.C. §1101 *et seq.* and 33 U.S.C. §1382(b)(14) prior to the release of funds for professional services related to architecture or engineering, including but not limited to, contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or other architectural and engineering services as defined in 40 U.S.C. §1102(2)(A)(C);

(cc) the City will comply with all conditions as specified in the final environmental finding of the Executive Administrator, including the standard emergency discovery conditions for threatened and endangered species and cultural resources, including that the City will ensure compliance with the Migratory Bird Treaty Act and Texas Parks and Wildlife Code regarding clearing vegetation in rights-of-way or easement outside the migratory bird nesting season, and relocation of the state-threatened Texas Tortoise if found in the project site;

(dd) the Bonds shall provide that all loan proceeds will be timely and expeditiously used, as required by federal statute and Environmental Protection Agency's regulations, and also shall provide that the City will adhere to an Executive Administrator-approved project schedule, which

shall not be altered except for good cause shown and only with the written approval of the Executive Administrator; and

(ee) Since the Bonds are issued for new money purposes only and because current federal law prohibits “advance refunding” of existing tax-exempt debt, the City certifies to the Purchaser that it will refrain from using any proceeds of the Bonds to pay any debt service on another issue of the City’s tax-exempt obligations in contravention of section 149(d) of the Code.

SECTION 31. AMENDMENT OF ORDINANCE.

(a) The owners of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds shall have the right to approve any amendment to this Ordinance in any manner not detrimental to the interests of the Owners which may be deemed necessary or desirable by the City; provided, however, that without the prior written consent of the owners of all of the Bonds at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds with respect to the following matters:

- (1) Make any change in the maturity of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal payable on the outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the outstanding Bonds or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Bonds then outstanding;
- (6) Change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

(b) If at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Bonds. Written notice shall be given to each Owner of the Bonds at the same time it is published in the New York paper.

(c) Whenever at any time not less than 30 days, and within one year from the date of the Paying Agent/Registrar publication of said notice or other service of written notice, the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically give consent to and approval of such amendment in substantially the form of the copy thereof on file with the Paying

Agent/Registrar, the City Commission may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the Paying Agent/Registrar publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the Paying Agent/Registrar publication of such notice by a holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section the identity of the holders of Bonds, the amounts and numbers of such Bonds and the date of their holding same shall be proved by the registration books of the appropriate Paying Agent/Registrar. For purposes of this Section, the holder of a Bond shall be the owner thereof as shown on such registration books. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, the City, by action of the City Commission, may amend this Ordinance for any one or more of the following purposes:

(1) To add other covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Bondholders, or to surrender, restrict, or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting, or supplementing any defective provision contained in this Ordinance, or to clarify matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the holders of the Bonds;

(3) To modify any of the provisions of this Ordinance; provided that (i) any modification is expressly effective only after all Bonds outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Subordinate Lien Obligations issued after the date of the adoption of such modification.

SECTION 32. DEFEASANCE OF THE BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be set by reason of maturity or otherwise) either (i) shall have been made or made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to provide for such payments, or (2) "Governmental Obligations" which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its paying agency services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenue herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable from such money or Government Obligations.

(b) Any money so deposited with the Paying Agent/Registrar may at the written direction of the City also be invested as hereinbefore set forth, and all income from such Governmental Obligations received by the Paying Agent/Registrar which is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City.

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

SECTION 33. COVENANTS REGARDING TAX EXEMPTION.

(a) Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date on which the Bonds are first authenticated and delivered to the initial purchaser against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) the Bonds means the yield on the Bonds, calculated pursuant to Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as would not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application

within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except as would not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection (j) of this Section:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its

official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Parity Bonds Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) No Rebate Required. The City need not comply with the covenants and duties imposed by the provisions of Subsection (h) of this Section if:

(i) the City is a governmental unit with general taxing powers;

(ii) 95% of the Net Proceeds of the Bonds and all income from the investment thereof will be used for the governmental activities of the City;

(iii) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the City or any subordinate entity in the calendar year in which the Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(k) Bonds Not Hedge Bonds.

(i) The City reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(ii) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Elections. The City hereby directs and authorizes any Authorized Official to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

(m) Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2018 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Bonds will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 34. CONTROL AND CUSTODY OF BONDS. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchaser.

Furthermore, any Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the City’s financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchaser.

SECTION 35. AUTHORIZATION OF ESCROW AGREEMENT. The City Commission hereby finds and determines that it is in the best interest of the City to authorize the execution of an Escrow Agreement, to comply with the Purchaser’s rules and regulations and provide for the installment deliveries of the proceeds of the Bonds to the Purchaser, if any. A copy of the Escrow Agreement is attached hereto, in substantially final form, as Exhibit C, and is incorporated by reference to the provisions of this Ordinance for all purposes. The Mayor and/or the City Manager, or the respective designee of either of such parties, are authorized to execute the Escrow Agreement as the act and deed of the City Commission.

SECTION 36. APPLICATION TO TEXAS WATER DEVELOPMENT BOARD. The City Commission ratifies and confirms its prior approval of the form and content of the Application to the Texas Water Development Board prepared in the sale of the Bonds and hereby approves the form and content of any addenda, supplement, or amendment thereto.

SECTION 37. PRINTED OPINION. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of said Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 38. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 39. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 40. BENEFITS OF ORDINANCE. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, bond counsel, Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, bond counsel, the Paying Agent/Registrar, and the Bondholders.

SECTION 41. BOOK-ENTRY ONLY SYSTEM.

(a) It is intended that the Bonds initially shall be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each stated maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

(b) With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting

the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than an Owner of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Owner, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Paying Agent/Registrar, DTC, and the DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. However, the City will not discontinue the use of DTC without the prior notice and consent of the Purchaser for so long as the Purchaser is the holder of any of the Bonds. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Owners of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

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

SECTION 42. SALE OF INITIAL BOND.

The Bonds are hereby sold and shall be delivered to the TEXAS WATER DEVELOPMENT BOARD at a price equal to the par amount thereof, less an origination fee payable to the Texas Water Development Board of \$_____ calculated pursuant to the Texas Water Development Board rules. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the Texas Water Development Board.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, and the agreement executed in connection with the sale of the Bonds the Mayor, the

City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance, and the agreement executed in connection with the sale of the Bonds and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance. The Mayor is authorized to execute any agreement with the TWDB, including an agreement setting forth the terms and uses of all grant funds to be made available by TWDB, and an agreement executing a separate financing in form and substance acceptable to the Executive Director.

While Texas Water Development is the owner of the Bonds, the principal of the Bonds shall be payable, at no charge to the Texas Water Development Board, by wire transfer without exchange or collection charges. Otherwise, principal of the Bonds shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Bonds, the interest on each Bond shall be payable, at no charge to the Texas Water Development Board, by wire transfer dated as of the interest payment date. Otherwise, interest on each Bond shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the owner of record as of the Record Date, to the address of such Owner as shown on the Bond Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

SECTION 43. CONSTRUCTION FUND.

There shall be established a Construction Fund with the City's depository bank and upon release of funds from the Escrow Fund such funds shall be deposited into this Construction Fund. The cost of issuance of the Bonds, being legal, fiscal and engineering fees, may be paid from this Fund. The cost of the construction of the sewer system improvements will be paid from this Construction Fund upon direction of the City. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. All funds in the Construction Account shall be kept apart and separate from any other accounts and funds as required by 31 TAC 371.70. After completion of the payment of all costs of the System improvements, any residue remaining in the Construction Fund shall be applied in accordance with Section 30(d) hereof.

SECTION 44. PUBLIC MEETING. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 45. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 46. COVENANTS TO UNDERTAKE CONTINUING DISCLOSURE.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

MSRB means the Municipal Securities Rulemaking Board.

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

SEC means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall file annually with the MSRB, within six months after the end of each fiscal year ending in or after 2018, financial information and operating data with respect to the City of the general type included in the final Application authorized by Section 36 of this Ordinance being the information described in Exhibit E hereto. All such information must be filed with MSRB pursuant to its Electronic Municipal Access (EMMA) System. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable Year with the MSRB, when and if the audit report on such statements becomes available.

If the City changes its Fiscal Year, it will file notice thereof with the MSRB of such change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Notice of Certain Events. The City shall file notice of any of the following events with respect to the Bonds, to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

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

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

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

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

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

in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 47. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 48. FURTHER PROCEDURES. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Application. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager, the City Attorney and bond counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or

mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Application, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 49. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 50. REPEALED, VOID, AND VOIDABLE PROVISIONS. All Ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. Should one or more provisions in this Ordinance be held to be null, void, voidable or, for any reason whatsoever of no force or effect, such provision(s) shall be construed as severable from the remainder of this Ordinance and shall not affect the validity of all other provisions of this Ordinance which shall remain in full force and effect.

SECTION 51. CITY'S CONSENT TO PROVIDE INFORMATION AND DOCUMENTATION TO THE TEXAS MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, bond counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 52. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED AND APPROVED ON July 24, 2018.

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. __

**EXHIBIT B
THE FORM OF THE INITIAL BOND**

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**REGISTERED
T-1**

**REGISTERED
PRINCIPAL
AMOUNT
\$_____**

**CITY OF SAN JUAN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND
SERIES 2018**

THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY, TEXAS (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to

TEXAS WATER DEVELOPMENT BOARD

or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

in annual installments of principal due and payable on January 1 in each of the years, and in the respective principal amounts and rates per annum, as set forth in the following schedule:

<u>Year of Stated Maturity (January 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

<u>Year of Stated Maturity (January 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		

The City, for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal trust office of BOKF, NA, Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the delivery date or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semi-annually on January 1 and July 1 each year, beginning January 1, 2019 until maturity of this Bond, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the fifteenth day of the month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. As long as Texas Water Development Board is the owner of the Bonds, principal of and the interest on each Bond shall be payable, at no charge to the Texas Water Development Board, by wire transfer dated as of each Interest Payment Date.

IN THE EVENT of a non-payment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date") which shall be 15 days after the Special Record Date shall be sent at least five business days prior to the Special Record Date by United States mail, Paying Agent/Registrar class, postage prepaid, to the address of each Registered Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the Business Day prior to the mailing of such notice.

IF THE DATE for any payment due on the Bonds shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the City where the principal trust office of the

Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND, dated June 1, 2018, has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$1,270,000 for paying all or a portion of the City's contractual obligations for the purpose of constructing, installing and acquiring additions, legal, fiscal, and engineering fees in connection with this project. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, and the Ordinance.

The Bonds stated to mature on and after January 1, 2029 may be redeemed prior to their Stated Maturities, at the option of the City, in inverse order of stated maturity, on July 1, 2028, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to stated maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like stated maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

In addition to the foregoing right to optional redemption, in the event that the Purchaser at such time remains the sole holder of the Bonds and the final accounting delivered by the City to the Purchaser in the form and manner specified in the Ordinance (and in compliance with the provisions of Section 30(d) of the Ordinance) evidences that the total cost of the project to be financed with Bond proceeds is less than the amount of Bond proceeds available for paying such costs, then the City shall, as soon as practicable (but in no event later than six months after the Purchaser's acceptance of the aforementioned accounting) redeem Bonds in the amount of such excess to the nearest multiple of the authorized denomination for the Bonds. Bonds redeemed pursuant to this provision shall be redeemable on any date, in inverse order of stated maturity, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity, selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if

money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance hereof in the event of its redemption in part.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CITY has reserved the right, subject to the restrictions stated, and adopted by reference in the Ordinance, to issue Additional Bonds which may be made payable from, and secured by, a first lien on and pledge of the "Net Revenues" equally and ratably on a parity with the Parity Bonds, as well as any Junior Lien Bonds, which may be made payable from, and secured by a junior and inferior lien on and pledge of the Net Revenues.

THE BONDS are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Bond may surrender the same in exchange for any equal aggregate principal amount of Bonds of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

THIS BOND, and the other Parity Bonds of the series of which it is a part and the interest thereon, are secured by and payable from a first lien on and pledge of the Net Revenues of the City's Waterworks and Sewer System as described in the Ordinance. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City or System, except with respect to the Net Revenues.

THE REGISTERED OWNER HEREOF SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS OBLIGATION OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION, OR FROM ANY SOURCE WHATSOEVER OTHER THAN THE AFORESAID REVENUES.

THE CITY HAS RESERVED the right to amend the Ordinance with the approval of the holders of 51% of all outstanding Bonds subject to the restrictions stated in the Ordinance.

Reference is hereby made to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Net Revenues of the System pledged for the payment of the Bonds; the terms and conditions under which the City may issue Additional Bonds or Junior Lien Bonds; the terms and conditions relating

to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the stated maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of and lien on the Net Revenues of the System. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoint s _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature

Guaranteed: _____

Registered Owner

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

Notice: The Signature above must correspond to same name of the registered owner as show on the face of this bond in every particular, without alteration, enlargement, or change whatsoever.

EXHIBIT C
ESCROW AGREEMENT

See Tab No. __

EXHIBIT D

DTC LETTER OF REPRESENTATION

See Tab No. __

EXHIBIT E

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 46 of this Ordinance.

I. Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

The City's annual audit for the current fiscal year

II. Accounting Principles

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



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Waterworks & Sewer System Revenue Bonds, Series 2018 Transaction Summary

City of San Juan, Texas

June 24, 2018

Table of Contents

1. Executive Summary
2. Municipal Market Update
3. Plan of Finance
4. Next Steps

Executive Summary

City of San Juan, Texas

- The City of San Juan, TX (the “City”) applied to the Texas Water Development Board for financial assistance and received approval on May 3rd, 2018. The City will fund the following project:
 - a) Funding in the amount of \$1,270,000 under the CWSRF (Clean Water State Revolving Fund) program to fund a Wastewater Treatment Plant improvements Project (Installation of a Belt Filter Press)
- The City will sell Waterworks and Sewer System Revenue Bonds, Series 2018 (the “Bonds”) to the TWDB.
- The City will offer a pledge of a first lien on the net revenues of the waterworks and sewer system as security for the repayment of the Bonds.
- The Bonds are structured with level debt service payments.
- No utility rate impact or negative debt payment coverage implications are projected by this issuance.

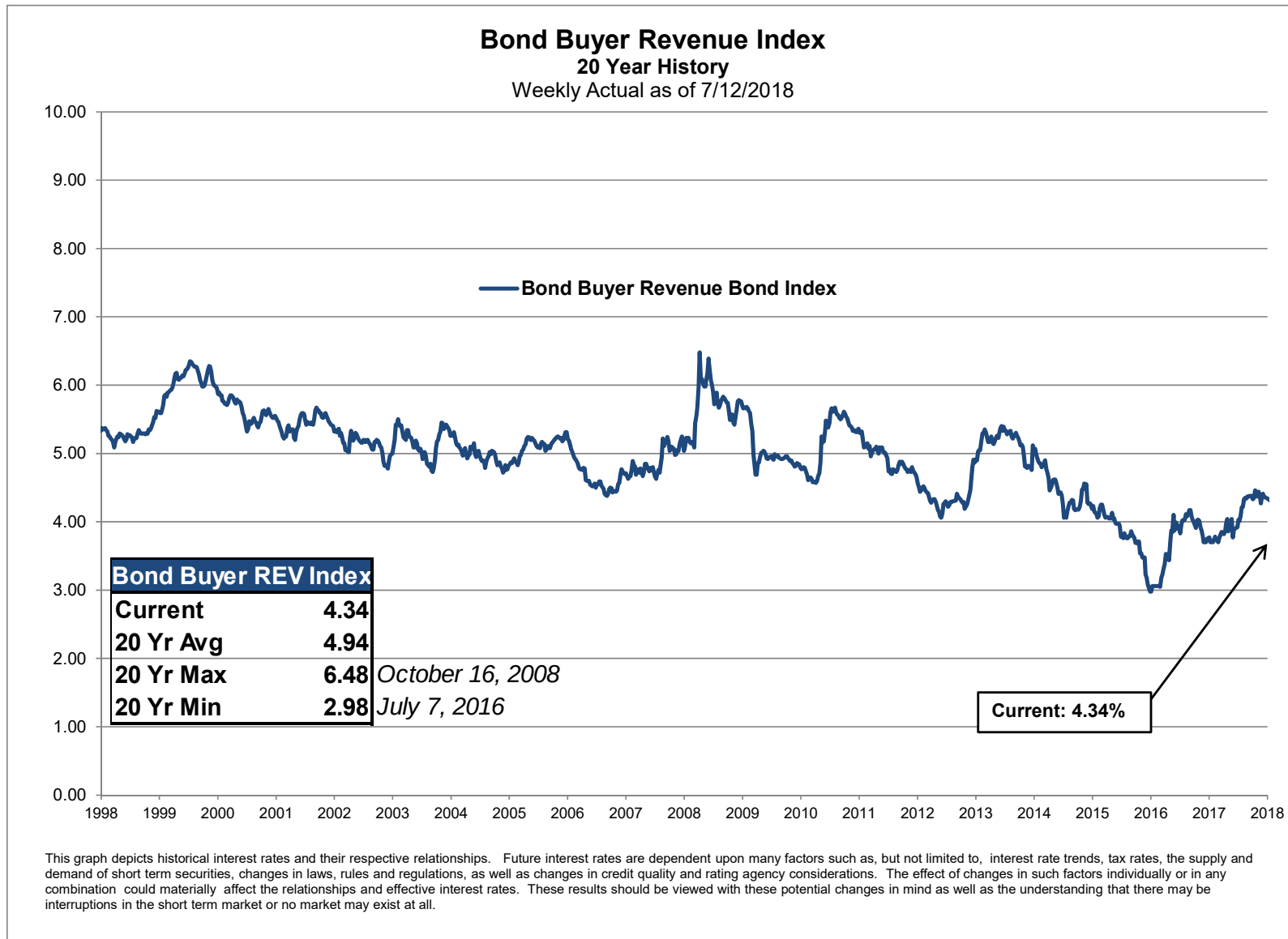
CITY OF SAN JUAN, TEXAS

Municipal Market Update



Municipal Market Update (Bond Buyer REV Index)

City of San Juan, Texas



Source: The Bond Buyer

Plan of Finance



Final Sources and Uses

City of San Juan, Texas

Par Amount of WW&SS Revenue Bonds, Series 2018	\$ 1,270,000.00
Uses of Funds:	
Project Fund	\$ 1,200,000.00
CWSRF Loan Origination Fee (1.75%)	21,842.75
Financial Advisor	20,387.50
Bond Counsel	20,000.00
Attorney General Fee	1,270.00
Issuance Cost (CUSIP)	1,500.00
Paying Agent	1,000.00
Escrow Agent	1,000.00
Fiscal Contingency	2,999.75
Total Uses of Funds	\$ 1,270,000.00

Summary Statistics	
<i>Clean Water State Revolving Fund</i>	<i>Series 2018</i>
Subsidized Interest Rate ⁽¹⁾	2.03%
First interest payment	1/1/2019
First principal payment	1/1/2019
Final maturity	1/1/2048
Average Annual Debt Service (2019-2048)	\$55,473
W&S Revenue Debt Service Coverage*	2.49x

(1) Assumes final loan commitment interest rates as provided by the Texas Water Development Board on July 17, 2018

***Additional Bonds Test is 1.25x the Net Revenues over the Average Annual Debt Service of the Parity Bonds (W&S revenue bonds only). Based on the pro forma calculations in the following slide, the Additional Bonds Test is satisfied.**

Final Cash Flows

City of San Juan, Texas

City of San Juan, Texas

Waterworks and Sewer System Revenue Bonds, Series 2018 - Texas Water Development Board - Clean Water State Revolving Fund

Final Numbers

A	B	C	D	E	F	G	H	I	J	K	L
Fiscal Year	Net	Outstanding Senior Lien W&S Revenue	Outstanding W&S Revenue Supported GO	TOTAL Outstanding System Debt Service	\$1,270,000 Waterworks and Sewer System Revenue Bonds (Sr Lien) Series 2018 (CWSRF) ⁽²⁾ True Interest Cost = 2.03%			NEW Estimated TOTAL W&S Revenue	Surplus Cash Flow	Aggregate Debt Service Coverage	W&S Revenue Bonds Debt Service Coverage ⁽³⁾
Ending 30-Sep	Revenues ⁽¹⁾	Debt Service	Debt Service	Debt Service				Debt Service			
2018	\$ 1,827,483	\$ 607,049	\$ 406,175	\$ 1,013,224	\$ -	\$ -	\$ -	\$ 1,013,224	\$ 814,259	1.80x	3.01x
2019	1,827,483	677,883	409,175	1,087,058	35,000	18,293	53,293	1,140,350	687,133	1.60x	2.50x
2020	1,827,483	673,993	411,575	1,085,568	35,000	21,264	56,264	1,141,832	685,651	1.60x	2.50x
2021	1,827,483	673,664	413,375	1,087,039	35,000	21,066	56,066	1,143,105	684,378	1.60x	2.50x
2022	1,827,483	676,883	408,975	1,085,858	35,000	20,804	55,804	1,141,661	685,822	1.60x	2.49x
2023	1,827,483	629,345	457,388	1,086,732	35,000	20,489	55,489	1,142,221	685,262	1.60x	2.67x
2024	1,827,483	631,310	459,438	1,090,748	35,000	20,118	55,118	1,145,866	681,618	1.59x	2.66x
2025	1,827,483	612,686	480,925	1,093,611	35,000	19,693	54,693	1,148,304	679,180	1.59x	2.74x
2026	1,827,483	613,451	161,700	775,151	35,000	19,220	54,220	829,371	998,112	2.20x	2.74x
2027	1,827,483	613,359	162,000	775,359	35,000	18,709	53,709	829,068	998,415	2.20x	2.74x
2028	1,827,483	612,491	162,100	774,591	35,000	18,170	53,170	827,761	999,722	2.21x	2.75x
2029	1,827,483	610,896	162,000	772,896	40,000	17,564	57,564	830,459	997,024	2.20x	2.73x
2030	1,827,483	618,497	161,700	780,197	40,000	16,892	56,892	837,089	990,394	2.18x	2.71x
2031	1,827,483	615,322	161,200	776,522	40,000	16,200	56,200	832,722	994,762	2.19x	2.72x
2032	1,827,483	611,491	160,500	771,991	40,000	15,492	55,492	827,483	1,000,001	2.21x	2.74x
2033	1,827,483	611,971	164,500	776,471	40,000	14,766	54,766	831,236	996,247	2.20x	2.74x
2034	1,827,483	103,803	163,200	267,003	40,000	14,022	54,022	321,025	1,506,459	5.69x	11.58x
2035	1,827,483	102,339	-	102,339	40,000	13,264	53,264	155,603	1,671,881	11.74x	11.74x
2036	1,827,483	100,851	-	100,851	45,000	12,447	57,447	158,298	1,669,185	11.54x	11.54x
2037	1,827,483	99,343	-	99,343	45,000	11,572	56,572	155,915	1,671,568	11.72x	11.72x
2038	1,827,483	102,767	-	102,767	45,000	10,686	55,686	158,453	1,669,031	11.53x	11.53x
2039	1,827,483	101,122	-	101,122	45,000	9,792	54,792	155,915	1,671,569	11.72x	11.72x
2040	1,827,483	99,452	-	99,452	45,000	8,897	53,897	153,349	1,674,134	11.92x	11.92x
2041	1,827,483	102,711	-	102,711	50,000	7,949	57,949	160,660	1,666,824	11.37x	11.37x
2042	1,827,483	100,902	-	100,902	50,000	6,947	56,947	157,848	1,669,635	11.58x	11.58x
2043	1,827,483	104,024	-	104,024	50,000	5,939	55,939	159,963	1,667,521	11.42x	11.42x
2044	1,827,483	102,081	-	102,081	50,000	4,927	54,927	157,007	1,670,476	11.64x	11.64x
2045	1,827,483	100,129	-	100,129	50,000	3,909	53,909	154,038	1,673,446	11.86x	11.86x
2046	1,827,483	103,115	-	103,115	55,000	2,835	57,835	160,950	1,666,533	11.35x	11.35x
2047	1,827,483	101,040	-	101,040	55,000	1,705	56,705	157,745	1,669,738	11.59x	11.59x
2048	1,827,483	-	-	-	55,000	569	55,569	55,569	1,771,914	32.89x	32.89x
		\$ 11,513,966	\$ 4,905,925	\$ 16,419,891	\$ 1,270,000	\$ 394,194	\$ 1,664,194	\$ 18,084,085	\$ 38,567,888		

Assumptions:

(1) Audited as of Fiscal Year 2017. Excludes depreciation expense and capital outlay.

(2) Assumes Loan Commitment Rates provided by the TWDB on July 17, 2018

(3) Additional Bonds Test is 1.25x the Net Revenues over the Avg. Annual Debt Service of the Parity Bonds (W&S revenue bonds).

Based on the proforma calculations above, the Additional Bonds Test is satisfied.

CITY OF SAN JUAN, TEXAS

Schedule of Events



Schedule of Events

City of San Juan, Texas

Date	Event
Tuesday, 06/12/18	City Commission reviews TWDB 2018 funding program Plan of Finance Commission directs Staff to move forward with funding of the TWDB project
Tuesday, 07/17/18	Pricing of Series 2018 (CWSRF) bonds
Tuesday, 07/24/18	City Commission to approve Ordinance authorizing the issuance of the Series 2018 (CWSRF) bonds
Thursday, 08/2/18	Submit Transcript of Proceedings to Attorney General
Monday, 07/30/18	Deadline to submit: Budget for the release of funds at closing
Monday, 08/6/18	Deadline to submit: Escrow release authorization
Friday, 08/10/18 by 12:00p.m.	Deadline to submit: Vendor ID Form, Sufficiency of Funds Statement, Completed and Approved Outlay for funds to be released Deadline to submit: Executed Bond Ordinance, AG's Opinion, BC's Opinion, Comptroller's Certificate, Executed Escrow Agreement, Executed Paying Agent Agreement Deadline to submit: Final Private Placement Memorandum, Closing Memo, Final D/S Schedule
Wednesday, 08/15/18	Receive Attorney General approval of the Bonds
Thursday, 08/23/18	Closing and Delivery of Funds to Escrow Agent
Tuesday, 01/1/19	First principal and interest payment on the Series 2018 (CWSRF) bonds
Key Actions to be Taken by the Commission Key Actions to be Taken by the City Staff	

CITY OF SAN JUAN, TEXAS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Discussion and Possible Action Authorizing City Manager to Execute Budget Amendment for Retained Earnings in the Amount of \$28,000 for the Purchase of Tires and 90 Gallon Containers.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action Authorizing City Manager to Execute Budget Amendment of Retained Earnings in the Amount of \$28,000 for the Purchase of Tires and 90 Gallon Containers.

The budget amendment allows for the purchase of tires for Sanitation trucks and the 500- 96 gallon containers.

RECOMMENDATION:

Staff recommends the budget amendment be approved and authorized by the City Manager to execute all related documents.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2017-18**

Budget Amendment No.

(Assigned by Fin. Dept)

Fund Name: Sanitation

Dept. Name: Sanitation

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt.
REVENUES						
		-	-			-
						-
						-
						-
						-
						-
	TOTAL REVENUES	-	-	-	-	-

[illegible]

TOTALS EXPEDITURES	80,000	99,000	35,000	-	134,000
---------------------------	---------------	---------------	---------------	----------	----------------

JUSTIFICATION: Budget increase to cover cost for tires for all garbage trucks and 90 gallon trash containers needed.

Esperanza Rodriguez	7/19/2018
REQUESTED BY	DATE
Department Director (Print)	

DEPT. DIRECTOR _____ DATE _____
 Department Director (Signature)

APPROVED BY
 City Manager (Budget Officer)

DATE

REVIEWED BY	DATE
(Finance Department)	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Adoption of an Ordinance in Second Reading for a Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a Property Legally Described as a 2.29 Acre Tract of Land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, Located Approximately a Half of a Mile West of Stewart Road, Along the South Side of Dicker Road, as Requested by Cano Enterprises, LLC.

STAFF COMMENTS AND RECOMMENDATIONS:

During the City Commission meeting of July 10 the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background.

Cano Enterprises, LLC. is proposing to rezone 2.29 acres from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) in order to expand the parking lot for the Grande Produce Company. A portion of the proposed business expansion is inside the city limits of San Juan and, therefore, the zoning must be changed to allow the proposed uses. The surrounding zonings consist of light industrial and single-family residential designations. The surrounding land uses are warehousing and agriculture.

The zoning change and future development will result in additional property taxes for the City of San Juan.

Staff mailed a notice of the public hearing to four (4) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the regular scheduled meeting on July 5, 2018 the Planning and Zoning Commission unanimously recommended approval of the rezoning request.

PREPARED BY:

Xavier Cervantes,
Director of Planning

APPROVED BY:

Benjamin Arjona, City
Manager

and Zoning

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/05/2018
CITY COMMISSION – 07/24/2018
DATE PREPARED – 07/16/2018

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3).
APPLICANT:	Cano Enterprises, LLC.
SURVEYOR/ENGINEER:	N/A
LEGAL:	A 2.29-acre tract of land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision
LOCATION:	Located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road
LOT/TRACT SIZE:	2.29 acres
EXISTING LAND USE AND ZONING:	<u>North</u> – Vacant; Single-Family Residence District (R-S) <u>South</u> – Vacant; Outside City Limits <u>West</u> – Warehouse; Light Industrial District (L-1) <u>East</u> – Vacant; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	The property has access onto Dicker Road.
PUBLIC SERVICES:	Water service is provided by the Military Highway Water Supply Corporation and sewer is not available at this time.
RECOMMENDATION:	Staff recommends approval of the rezoning request.

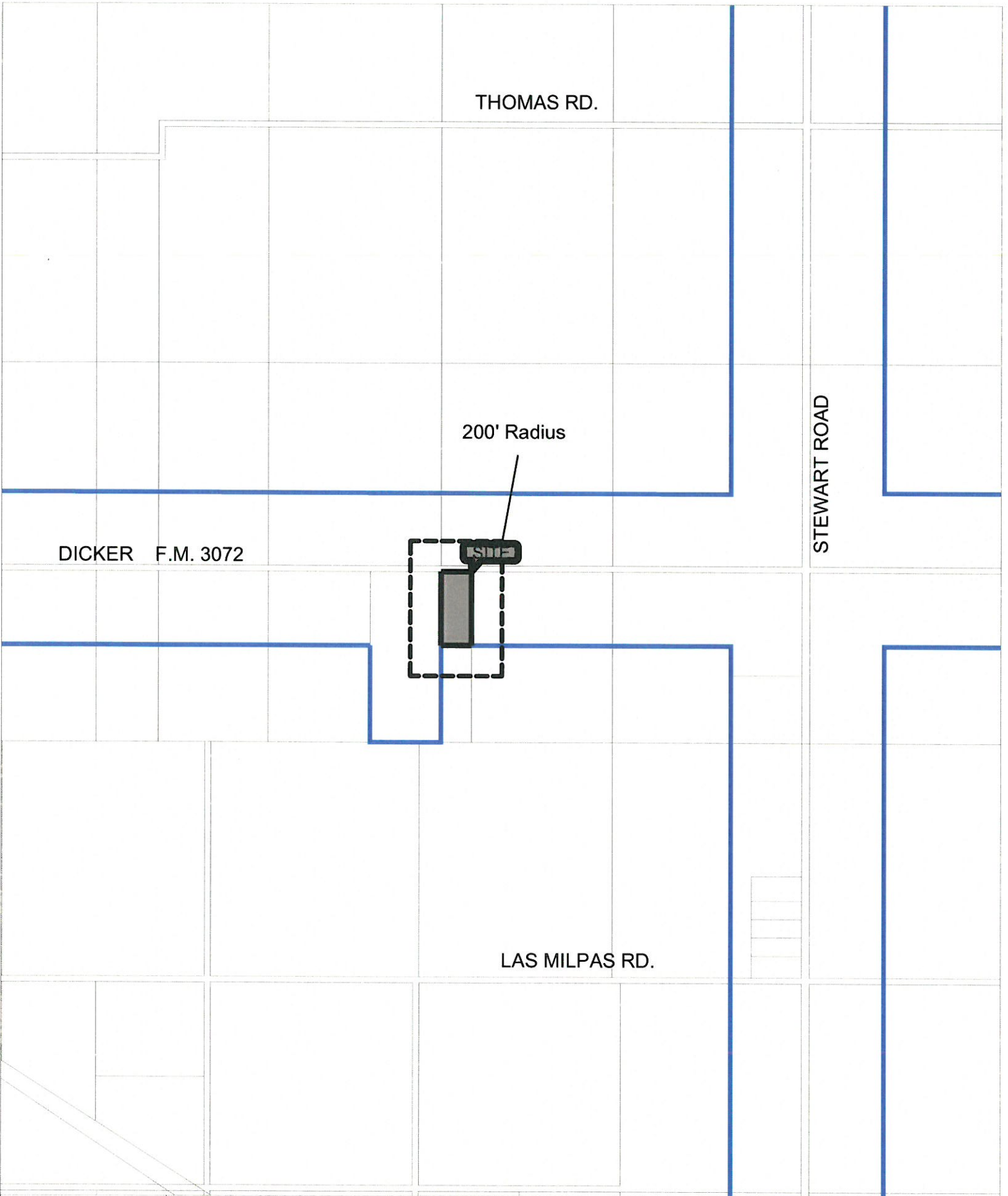
EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is proposing to rezone 2.29 acres from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) in order to expand the parking lot for the Grande Produce Company. Only a portion of the subdivision (2.5 acres) is inside the City limits of San Juan. The surrounding zonings consist of light industrial and single-family residential designations. The surrounding land uses are warehousing and agriculture.

Because the property has frontage to Dicker Road which is a major commercial thoroughfare staff recommends approval of the rezoning request.

Staff mailed a notice of the public hearing to four (4) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:	Location Map
	Aerial Photo
	Zoning Map
	List of neighboring property owners receiving notice
	Photos
	Ordinance



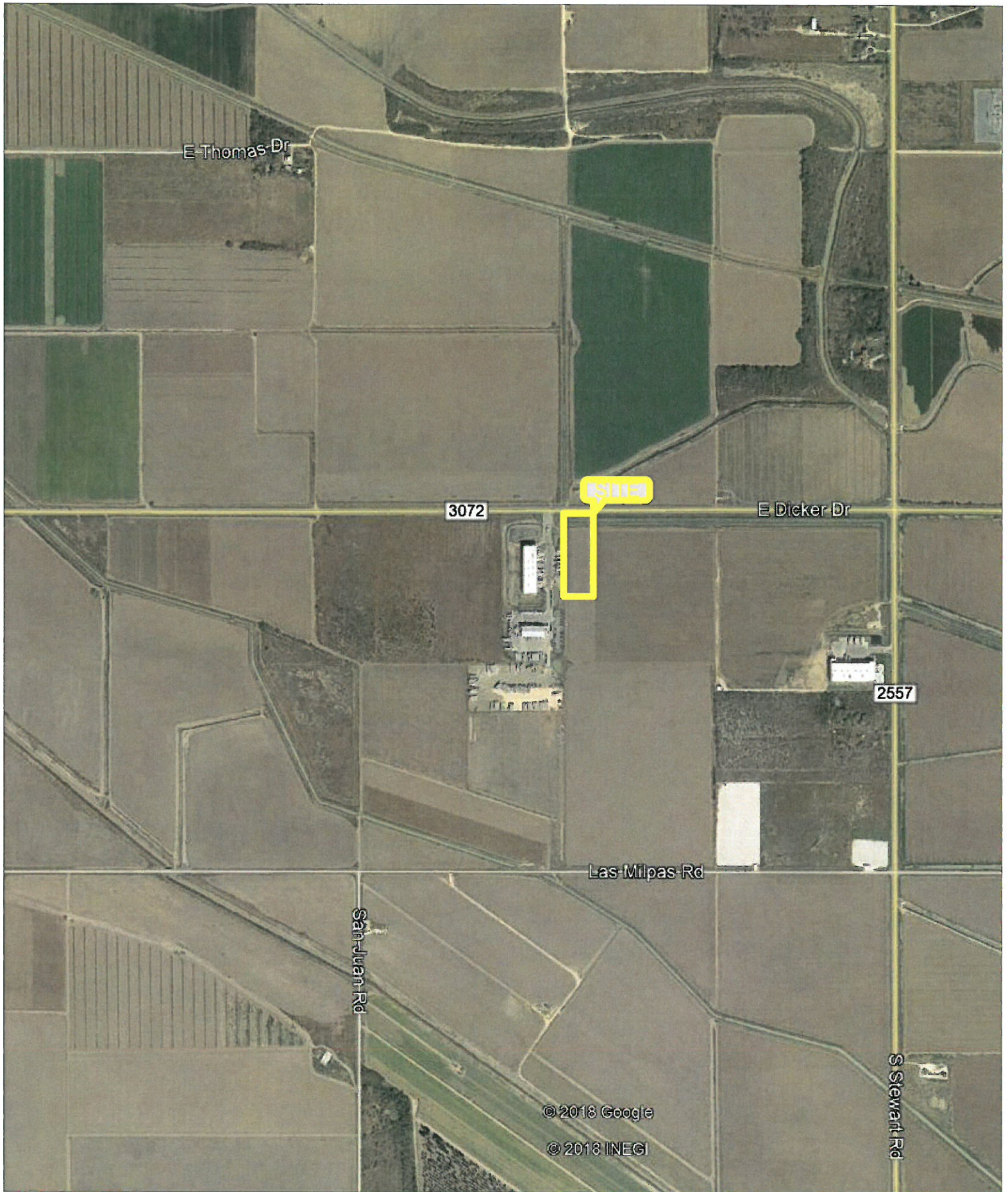
Legend

 CITY LIMITS

 Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 2.29 acre tract of land out the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road, as Requested by Cano Enterprises, LLC.



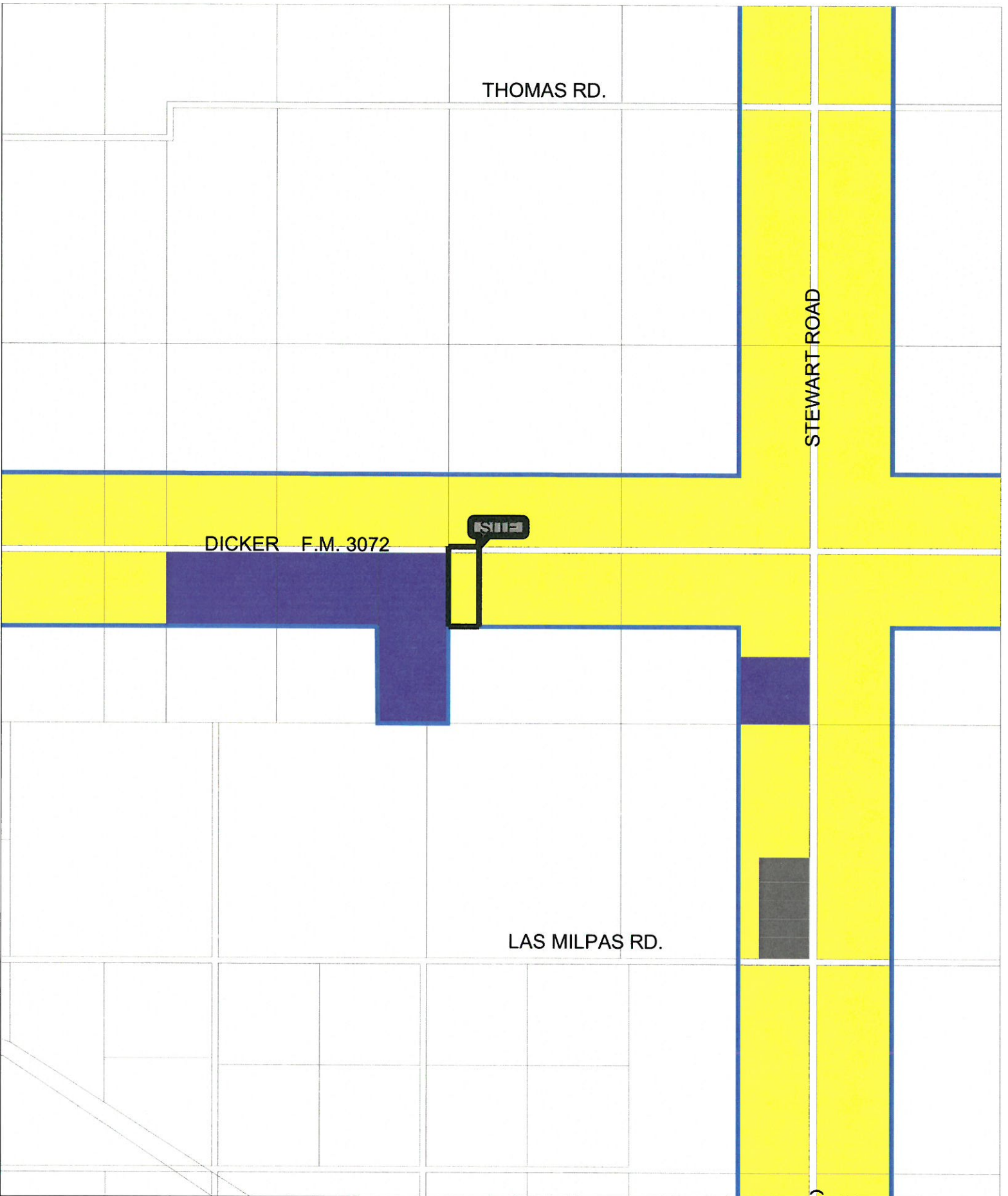


Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 2.29 acre tract of land out the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road, as Requested by Cano Enterprises, LLC.





Zoning Districts

- | | |
|---------------------------------|------------------------|
| Single Family Residential (R-S) | Heavy Commercial (C-3) |
| Manufactured Home (R-MH) | Light Industrial (I-1) |
| Multi-Family Residential (R-MF) | Heavy Industrial (I-2) |
| Neighborhood Commercial (C-1) | Open Space (O) |
| General Business (C-2) | Exp. Corridor (EC) |

Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 2.29 acre tract of land out the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road, as Requested by Cano Enterprises, LLC.



Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 2.29 acre tract of land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road, as Requested by Cano Enterprises, LLC.

Cano Enterprises, LLC.
109 W Dicker Road, Suite C
San Juan, TX 78589-4796

Hidalgo County Drainage District #1
902 N. Doolittle Road
Edinburg, TX 78542-7470

Canales, Armando B. and Edmundo
Carla G. Rosas ET AL
1816 Diablo Ct.
Plano, TX 75074-7945

Hidalgo County Regional Mobility
Authority
P.O. Box 1766
Pharr, TX 78577-1633

Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 2.29 acre tract of land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision, located approximately a half of a mile West of Stewart Road, along the South side of Dicker Road, as Requested by Cano Enterprises, LLC.



Proposed Site



Existing Grande Produce Warehouse (West)

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006, THE ZONING ORDINANCE OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-S) TO HEAVY COMMERCIAL DISTRICT (C-3) FOR A PROPERTY LEGALLY DESCRIBED AS A 2.29-ACRE TRACT OF LAND OUT OF THE NORTH 500 FEET OF THE WEST 200 FEET OF LOT 9, BLOCK 16, JOHN CLOSNER SUBDIVISION, LOCATED APPROXIMATELY A HALF OF A MILE WEST OF STEWART ROAD, ALONG THE SOUTH SIDE OF DICKER ROAD BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

Consistent with the City's land use plan as set-forth in the land use map that is a part of the City's Zoning Ordinance, and consistent with the City's intentions of allowing and encouraging heavy commercial district development that generates property taxes, water and sewer revenues and sales tax revenues.

The zoning district of the property legally described as 2.29 acre tract of land out of the North 500 feet of the West 200 feet of Lot 9, Block 16, John Closner Subdivision shall be changed to Heavy Commercial District (C-3) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 10th day of July, 2018.

PASSED and **APPROVED** on second and final reading on the 24th day of July, 2018.

CITY OF SAN JUAN

MARIO GARZA
MAYOR

ATTEST:

APPROVED BY:
Palacios, Garza & Thompson, P.C.

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider an Ordinance in Second Reading for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-premise Consumption at "El Centenario Drive-Thru" Located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.

STAFF COMMENTS AND RECOMMENDATIONS:

During the city Commission meeting of July 10, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background.

Ms. Almanza is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at El Centenario Drive-Thru. She is taking over the business that was originally opened in the year 2000.

The proposed days and hours of operation for the sale of alcoholic beverages are Monday thru Thursday from 9:00 a.m. to 10:00 p.m., Fridays from 9:00 a.m. to 2:00 a.m., Saturdays from 10:00 a.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eight (8) property owners within a two hundred (200) feet radius and received no comments in favor or against the request.

RECOMMENDATION:

During their July 5, 2018 meeting, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit subject to the list of conditions.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/05/2018
CITY COMMISSION – 07/24/2018
DATE PREPARED – 07/16/2018

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “El Centenario Drive-Thru”.
APPLICANT:	Diana Almanza
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 1, Mireles Subdivision.
LOCATION:	912 E. Business 83
PROPOSED USE OF PROPERTY:	Drive-Thru Business
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Vacant; Single-Family Residence District (R-S) <u>South</u> – Vacant; General Business District (C-2) <u>East</u> – Residential; General Business District (C-2) <u>West</u> – Commercial; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access onto US Business 83.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the conditional use permit subject to the list of requirements.

**CONDITIONAL USE PERMIT
EL CENTENARIO DRIVE-THRU
JULY 24, 2018**

PAGE 2

Ms. Almanza is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at El Centenario Drive-Thru. She is taking over the business that was originally in the year 2000.

The proposed days and hours of operation for the sale of alcoholic beverages are Monday thru Thursday from 9:00 a.m. to 10:00 p.m., Fridays from 9:00 a.m. to 2:00 a.m., Saturdays from 10:00 a.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

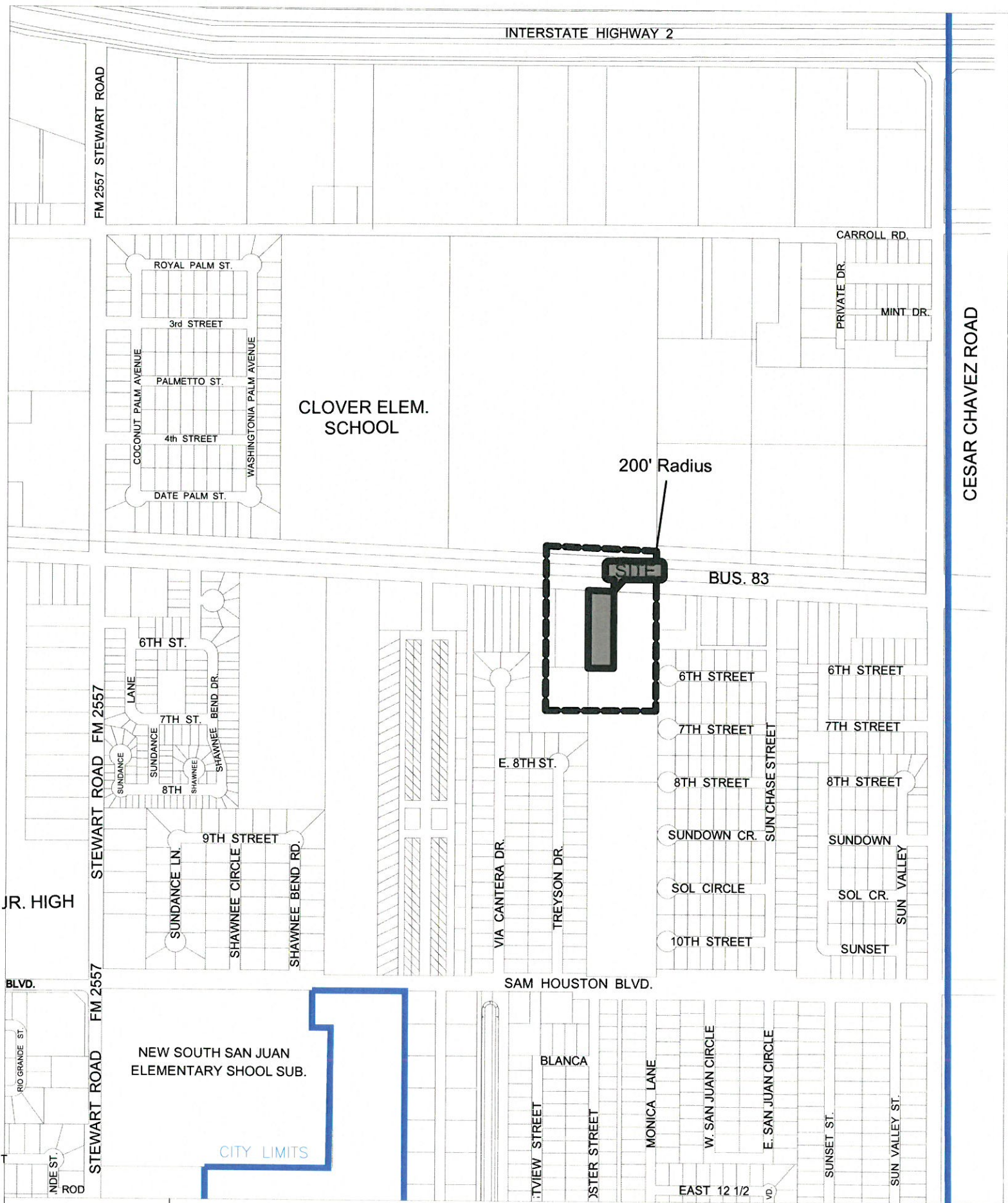
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eight (8) property owners within a two hundred (200) feet radius and received no comments in favor or against the request.

Staff recommends approval subject to the following conditions:

1. The applicant must comply with the City's *Security Cameras Ordinance*.
2. The proposed alcohol sale hours are Monday thru Thursday from 9:00 a.m. to 10:00 p.m., Fridays from 9:00 a.m. to 2:00 a.m., Saturdays from 10:00 a.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.
3. The applicant must agree to update the alcohol license with the city every year.
4. No loading or unloading of merchandise in a public street.
5. Must maintain the buffer with the residential uses to the South.
6. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
7. There shall be no smoking inside the premises at any time.

ATTACHMENTS:

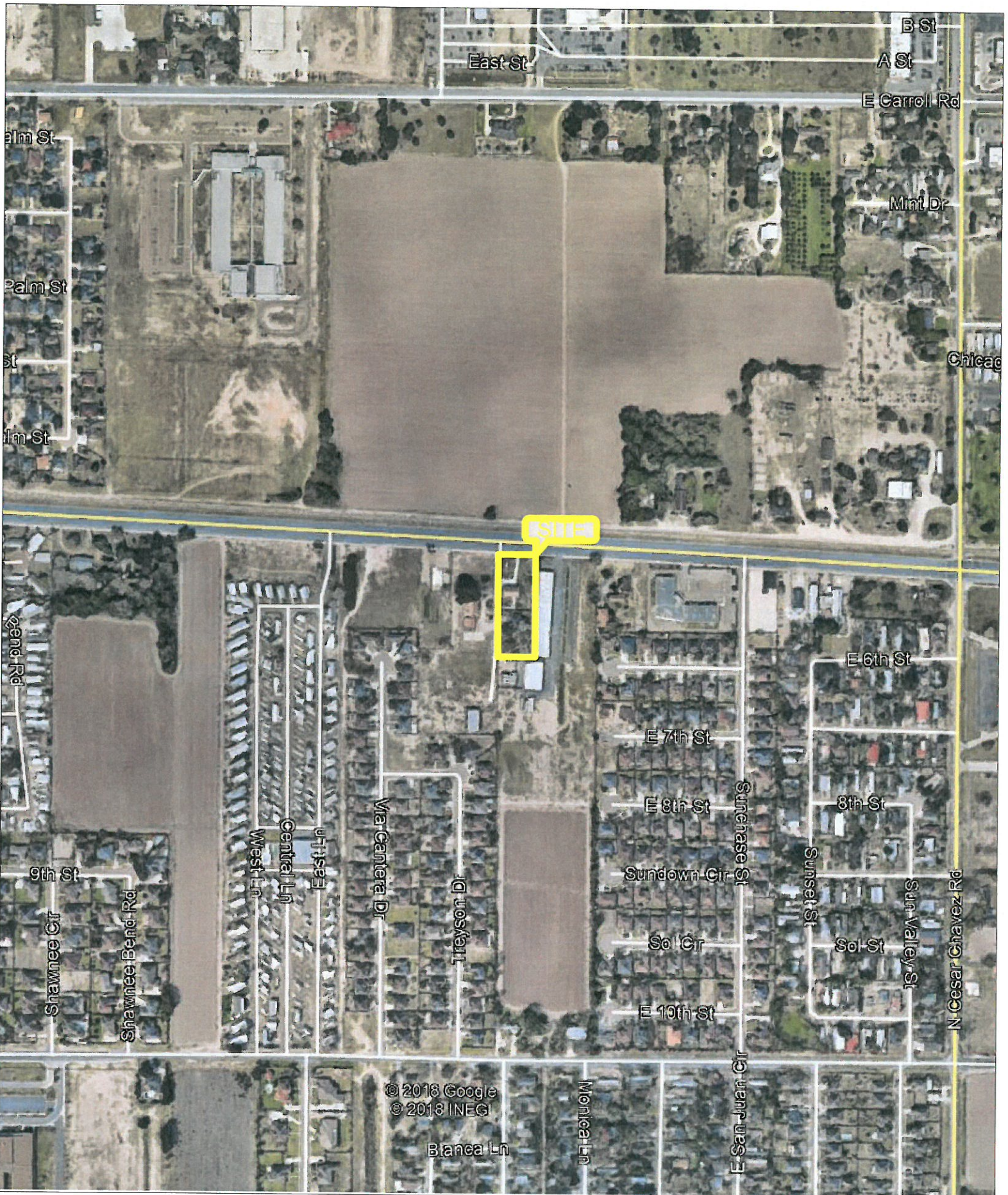
Location Map
Aerial Photo
Zoning Map
Operation Hours Affidavit
Incident Report
List of neighboring property owners receiving notice
Photos
Ordinance



- Legend**
- CITY LIMITS
 - Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Centenario Drive-Thru" located at 912 E. US Business 83, legally described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.





- Legend**
- CITY LIMITS
 - Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Centenario Drive-Thru" located at 912 E. US Business 83, legally described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.





Zoning Districts

Single Family Residential (R-S)	Heavy Commercial (C-3)
Manufactured Home (R-MH)	Light Industrial (I-1)
Multi-Family Residential (R-MF)	Heavy Industrial (I-2)
Neighborhood Commercial (C-1)	Open Space (O)
General Business (C-2)	Exp. Corridor (EC)

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Centenario Drive-Thru" located at 912 E. US Business 83, legally described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.



AFFIDAVIT

June 22, 2018

To whom it may concern:

I, **Diana Almanza**, am requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "**El Centenario**" drive-thru located at **912 E. US Business 83**, legally described as **Lot 1, Mireles Subdivision**.

The sale of alcohol will be:

Monday from 9:00 a.m. to 10:00 p.m.

Tuesday from 9:00 a.m. to 10:00 p.m.

Wednesday from 9:00 a.m. to 10:00 p.m.

Thursday from 9:00 a.m. to 10:00 p.m.

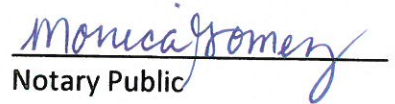
Friday from 9:00 a.m. to 2:00 a.m.

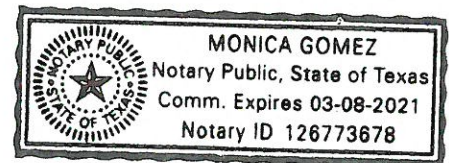
Saturday from 10:00 a.m. to 2:00 a.m.

Sunday will be 12:00 p.m. to 12:00 a.m.



Signature


Notary Public



Calls For Service Report - SAN JUAN POLICE DEPARTMENT

Sorted by Call_Number, Call_Date, Call_Time

Call_Date : 01/01/2016 00:00 - 06/28/2018 23:59

Block_Number : 912, 912

Street : business 83

AddressCategory : LOCAL ADDRESS

Call Number Case Number	Date	Time	Agency	Call Type	Callers	Address	Zone	District	Disposition	Officer / Unit Role	Racial Profile Data
16-00659	01/12/2016	16:21:41	SAN JUAN PD	DISTURBANCE	CAVAZOS,LEXIS	912 E BUSINESS 83 SAN JUAN, TX 78589	2 C	C7	ARREST	483 - Andrade, L Primary	NO
16-00116	Sent To Dispatch- 01/12/2016 16:22:01										
16-00116											

1 Records Selected

06/28/2018 17:00

1 of 1

* There is more than one case number.

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Centerio Drive-Thru" located at 912 E. U.S. Business 83, legally described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.

Almanza, Diana
701 Via Cantera Dr.
San Juan, TX 78589

Mireles, Armando & Elizabeth
726 Pauli Avenue
Alamo, TX 78516

Martinez, Jose Julian ET AL
P.O. Box 191
San Juan, TX 78589-0191

Martinez, Joe N.
4010 E. Bates St.
Lubbock, TX 79403-4310

Mireles, Armando
Elizabeth Mireles
1201 Houston way
San Juan, TX 78589-3292

TDL Properties, LLC.
120 Jonquil
McAllen, TX 78501-9454

Phillips, Thomas F.
1312 Bluebird Avenue
McAllen, TX 78504-3535

Phillips, Thomas f.
910 E. Business 83
San Juan, TX 78589

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “El Centenario Drive-Thru” located at 912 E. US Business 83, legally described as Lot 1, Mireles Subdivision, as Requested by Diana Almanza.



Proposed Site

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION AT “EL CENTENARIO DRIVE-THRU” LOCATED AT 912 E. BUSINESS 83, LEGALLY DESCRIBED AS LOT 1, MIRELES SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Diana Almanza has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages for Off-Premise Consumption.

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Conditional Use Permit is granted; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, AS FOLLOWS:

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Diana Almanza for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed “El Centenario Drive-Thru” at property legally described as Lot 1, Mireles Subdivision, subject to the following conditions:

1. The applicant must comply with the City’s *Security Cameras Ordinance*.
2. The proposed alcohol sale hours are Monday thru Thursday from 9:00 a.m. to 10:00 p.m., Fridays from 9:00 a.m. to 2:00 a.m., Saturdays from 10:00 a.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.
3. The applicant must agree to update the alcohol license with the city every year.
4. No loading or unloading of merchandise in a public street.
5. Must maintain the buffer with the residential uses to the South.
6. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
7. There shall be no smoking inside the premises at any time.

SECTION II. PUBLICATION AND EFFECTIVE DATE CLAUSE. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from the after said date of publication.

PASSED and APPROVED on first reading on the 10th day of July, 2018.

PASSED and APPROVED on second and final reading on the 24th day of July, 2018.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

APPROVED BY:
Palacios, Garza & Thompson, P.C.

ATTEST:

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Jesus "Jesse" Ramirez
Ernesto "Neto" Guajardo
Leonardo "Lenny" Sanchez

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: July 11, 2018
Subject: Monthly Collection Report – June, 2018

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2017	2016	2015	2014	2013
Tax Levy	7,112,363.88	6,638,277.98	6,363,985.51	6,062,874.30	6,026,969.81
Adjustment to date	(3,543.48)	(19,259.27)	2,492.92	22,138.85	(16,498.87)
Adjusted Tax Levy	7,108,820.40	6,619,018.71	6,366,478.43	6,085,013.15	6,010,470.94
Collections to date	6,639,410.61	6,232,308.52	6,006,559.85	5,720,270.90	5,620,809.41
Percentage Collected	93.40%	94.16%	94.35%	94.01%	93.52%

A property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

C: Mayor, Mario Garza
Mayor Pro-Tem, Pete Garcia
Commissioners: Jesus "Jesse" Ramirez
Ernesto "Neto" Guajardo
Leonardo "Lenny" Sanchez

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
JUNE 2018

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	7,112,363.88	6,639,410.61	-	(3,543.48)	469,409.79	93.40%	92.65%
2016 & PRIOR YRS	1,449,100.77	318,991.11	-	(5,875.20)	1,124,234.46	22.10%	20.65%
ROLLBACK	21,957.42	21,957.42	-	-	-	100.00%	12.64%
TOTALS	8,583,422.07	6,980,359.14	-	(9,418.68)	1,593,644.25		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2018

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	78,028.38	(257.59) CURRENT
CURRENT YEAR-P&I	10,493.29	
PRIOR YEARS-BASE TAX	18,791.38	PRIOR
PRIOR YEARS-P&I	8,243.52	
ROLLBACK		ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	3,708.17	PURGED
TOTAL COLLECTIONS	119,264.74	(257.59)
LESS TRANSFERRED	54,772.38	
LESS IN TRANSIT	61,109.94	
LESS DUE TO HCAD COMM. FEE	6.42	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

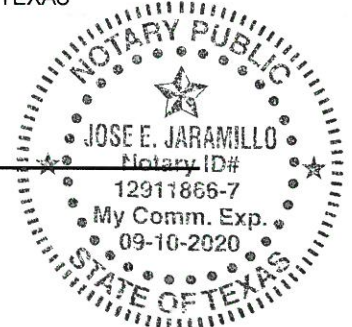
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2018 IS CORRECT.

Pablo Paul Villarreal Jr.
 ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY 2018 A.D.

Jose E. Jaramillo
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF JUNE 2018

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>DIFFERENCE</u>
<u>2017 CURRENT</u>			
ORIGINAL LEVY	7,112,363.88	6,638,277.98	474,085.90
MODIFICATIONS	(3,543.48)	(16,537.42)	12,993.94
CURRENT LEVY	7,108,820.40	6,621,740.56	487,079.84
CURRENT COLLECTIONS THIS MONTH	78,028.38	71,827.60	6,200.78
CURRENT COLLECTIONS TO DATE	6,639,410.61	6,135,073.86	504,336.75
OUTSTANDING TO DATE	469,409.79	486,666.70	(17,256.91)
PERCENT COLLECTED/ORIGINAL	93.35%	92.42%	0.93%
PERCENT COLLECTED/MODIFIED	93.40%	92.65%	0.75%
TOTAL COLLECTIONS FISCAL YEAR	6,639,410.61	6,135,073.86	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,449,100.77	1,435,488.73	13,612.04
MODIFICATIONS	(5,875.20)	(12,307.56)	6,432.36
DELINQUENT LEVY	1,443,225.57	1,423,181.17	20,044.40
DELINQUENT COLLECTIONS THIS MONTH	18,791.38	24,321.38	(5,530.00)
DELINQUENT COLLECTIONS TO DATE	318,991.11	293,910.77	25,080.34
OUTSTANDING TO DATE	1,124,234.46	1,129,270.40	(5,035.94)
PERCENT COLLECTED/ORIGINAL	22.01%	20.47%	1.54%
PERCENT COLLECTED/MODIFIED	22.10%	20.65%	1.45%
TOTAL COLLECTIONS FISCAL YEAR	318,991.11	293,910.77	
<u>ROLLBACK</u>			
ORIGINAL LEVY	21,957.42	2,534.74	19,422.68
MODIFICATIONS	0.00	22,599.39	(22,599.39)
ROLLBACK LEVY	21,957.42	25,134.13	(3,176.71)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	21,957.42	3,176.71	18,780.71
OUTSTANDING TO DATE	0.00	21,957.42	(21,957.42)
PERCENT COLLECTED/ORIGINAL	100.00%	125.33%	-25.33%
PERCENT COLLECTED/MODIFIED	100.00%	12.64%	87.36%
TOTAL COLLECTIONS FISCAL YEAR	21,957.42	3,176.71	

**CITY OF SAN JUAN, TEXAS
AS OF JUNE 2018**

Levy 2017 (17-18 YR)												
7,112,363.88												
Adjustments	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjst'd Levy	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	-	-	-
	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,112,363.88	7,112,363.88	7,112,363.88
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	-	-	-
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	-	-	-
Levy 2016 (16-17 YR)												
6,638,277.98												
Adjustments	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjst'd Levy	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16
Levy 2015 (15-16 YR)												
6,363,985.51												
Adjustments	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjst'd Levy	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35
Levy 2014 (14-15 YR)												
6,062,874.30												
Adjustments	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjst'd Levy	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01
Levy 2013 (13-14 YR)												
6,026,969.81												
Adjustments	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjst'd Levy	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)

5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjstd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)

5,807,342.89	OCT 11	NOV 11	DEC 11	JAN 12	FEB 12	MAR 12	APR 12	MAY 12	JUN 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjstd Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04

Levy 2010 (FY 10-11)

5,689,359.60	OCT 10	NOV 10	DEC 10	JAN 11	FEB 11	MAR 11	APR 11	MAY 11	JUN 11	JUL 11	AUG 11	Sept 11
Adjustments	(369.63)	(2,132.72)	(363.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjstd Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)

5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjstd Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47

Levy 2008 (FY 08-09)

5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
Adjstd Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68

Levy 2007 (FY 07-08)

4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjstd Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01

Levy 2006 (FY 06-07)												
3,969,895.75												
Adjustments	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjstd Levy	652.70 3,970,548.45	3,094.18 3,972,989.93	3,880.78 3,973,776.53	2,673.19 3,972,568.94	2,956.92 3,972,852.67	1,511.22 3,971,406.97	1,882.04 3,971,777.79	4476.77 3,974,372.52	4,476.77 3,974,372.52	4,196.49 3,974,092.24	3,820.62 3,973,716.37	3,820.62 3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18
Levy 2005 (FY 05-06)												
3,624,334.79												
Adjustments	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjstd Levy	11,601.05 3,635,935.84	27,324.77 3,651,659.56	27,418.24 3,651,753.03	26,296.99 3,650,631.78	25,427.27 3,649,762.06	25,748.58 3,650,083.37	25,804.16 3,650,138.95	25,728.96 3,650,063.75	25,963.46 3,650,298.25	25,963.46 3,650,298.25	25,282.63 3,649,617.42	24,069.10 3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28
PREPARED BY: Leroy Gonzales												July 11, 2018

MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Monday, April 30, 2018

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Pete Garcia, Mayor Pro-Tempore
Lenny Sanchez, Commissioner
Jesse Ramirez, Commissioner
Ernesto Guajardo, Commissioner
Rick Palacios, City Attorney

MEMBERS ABSENT: Juan Gonzalez, Chief of Police

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Management
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Robert Rangel, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called meeting to order at 6:00 p.m.

II. INVOCATION

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PRESENTATIONS

- a. Motorcycle Awareness Month May 2018.

**CITY OF SAN JUAN
SPECIAL CALLED MEETING
MONDAY, APRIL 30, 2018**

DISCUSSION: Benjamin Arjona, City Manager presented the item and Andrew Cannon, president of the Biker Association, McAllen Chapter.

Mr. Cannon stated that he appreciated the City, Mayor and Commissioners for hearing the presentation on Motorcycle Awareness month. He added that this was done every year to inform the public throughout the cities as well as through the County Commissioner's Court raising motorcycle awareness in Hidalgo County as well as in South Texas. He stated they appreciated the support because there were too many motorcycles on the road and too many people were losing their lives on motorcycle accidents. He appreciated the City of San Juan for its support with the Proclamation. Robert Tony with Bikers for Christ was also introduced and concurred with Mr. Cannon. He mentioned that there would be a motorcycle safety presentation with the assistance of TXDOT and an awareness ride with former State Troopers with weather permitting on Saturday. TXDOT also distributed "Look twice save a life" signs for the City.

Mayor Garza thanked them for the Book that was given to him and for promoting motorcycle awareness. He mentioned that when he is on the road he notices vehicles get too close to motorcycles and agrees that the public needs to be educated on being more aware. He added that the Commission was there to help in any way possible. Mayor Pro Tem Pete Garcia suggested a picture be taken so they could post it on the City's Facebook page.

Mr. Ben Arjona, City Manager then stated he would like to take the items out of order so they could go into Executive Session since Judge Garcia was there.

IX. EXECUTIVE SESSION at 6:09pm

- a. The San Juan City Commission will convene into Closed Session pursuant to the Provision of the Chapter 551, subchapter D, exceptions to Requirements that Meetings be Open, Texas Code 551.071 (consultation with Attorney) as follows:
 1. Consultation with Attorney and Possible action regarding pending litigation concerning City of San Juan v. Melden and Hunt, Inc., pertaining to the Water Tower, Cause No. 7170-13-G (Pursuant to Texas Government Code 551.071; Closed Consultation with Attorney; Closed Session)

Mayor Garza stated that under Executive Session No Action was taken for Item A1.

2. Consultation with Attorney and possible action regarding Legal Issues concerning City's Employment Policies and Procedures (Pursuant to Texas Government Code 551. Consultation with Attorney; Closed Session)

Mayor Garza stated that under Executive Session No Action was taken for Item A2.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

X. RECONVENE at 6:52 pm

- a. The City Commission will Reconvene in Open Session to Take Necessary Action, If Any, in Accordance with Chapter 551, Open Meetings Subchapter E,

**CITY OF SAN JUAN
SPECIAL CALLED MEETING
MONDAY, APRIL 30, 2018**

Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (5-0)

- b. Presentation of Departmental Reports: Department of Finance, Police Department, Fire Department, Municipal Court, and Department of Utilities.

DISCUSSION: Benjamin Arjona, City Manager presented the item and stated Department Directors were available for any questions.

Mayor Pro-Tem Pete Garcia stated they had attended a Conference at the Island and requested one of the Directors give a summary. He also stated in summary that the Conference they had attended in San Antonio was very informative and it gave them an idea of where our water facility should be, noting the improvements that it needed. He thanked the Utilities Department for inviting them to the Conference.

Commissioner Ramirez stated that he had learned about conserving water utilizing mulch on the flower beds and he had done it hoping it would pay out. He added that he was applying what he had learned. David Salinas, Director of Utilities stated that the City was still on Stage II Water Conservation so to please continue conserving water. Ben Arjona, City Manager congratulated the Utilities Department for attending the Conference for the first time and participating in putting the fire hydrant together in about three minutes. Even though we didn't score but it was a great experience and something to look forward to in the future. Mayor Pro-Tem Pete Garcia added that the City of San Juan was the only one that represented the Valley and they were competing against people from San Antonio, Dallas, Bastrop and Seguin where there is more money to spend – our Department did well! Commissioner Lenny Sanchez commented he had seen it on Facebook and suggested employees get more involved with events like these. Mr. Arjona, City Manager mentioned there were other events, including the Water Tap event. David Salinas, Utilities Director agreed and stated that there were seven different events, yet the Fire Hydrant was a national one. He also mentioned that other Departments wanted to get involved so hopefully next year we will be able to participate in more events. We can also look into forming a regional team to represent the Valley from McAllen down to Brownsville. Mayor Pro-Tem Pete Garcia stated he was amazed at all the components that went into making a fire hydrant. The videos would educate the community in the process and in the reasons for the cost. Commissioner Guajardo included that with the training it helped to repair instead of replace old fire hydrants with new ones. Mayor Garza thanked David Salinas, Utilities Director for the information and for his Department's participation in this event.

Commissioner Jesse Ramirez asked Carmen Gonzalez, Director of Sanitation why there were two employees on the brush trucks and Ms. Gonzalez was glad she was asked because the public also needed to know why it was done. She stated it was because one employee would be driving and the other would be picking up the brush. It saves half the time and it makes a lot of sense when we are running behind with the pickups. Commissioner Ramirez then asked when the process had started with two employees and Ms. Gonzalez responded that it was about two years ago and it is working well because the brush

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occasionally get behind. Mayor Garza asked what coordinates they were in right now and Ms. Gonzalez responded they were finishing the Southwest and then they would proceed to the Southeast area. The Northwest should have been finished but unfortunately due to the latest rain it is still incomplete and we have only five employees that can use the grapple since a CDL license is required. Mayor Garza then asked what we were doing with the residents that were dumping brush again because he noticed the brush was being picked up and a few days later there was brush again. He asked if those individuals were being cited or if there was a code enforcement officer knocking on their doors because we were using all this manpower, energy to clean up our city and it was not working. Ms. Gonzalez, Sanitation Director agreed and stated she did not have an educated code enforcement officer. Commissioner Guajardo asked how many code enforcement officers we had and Ms. Gonzalez responded that we had two. Mayor Pro-Tem Garcia stated that a workshop was coming up next fiscal year and hopefully we could have a code enforcement officer that only handled the brush and maybe we could have one for each quadrant. Commissioner Sanchez agreed and suggested that we also educate the residents through mail outs because in doing so, no one could say they were not informed of the consequences. Commissioner Sanchez asked if there was a system in place to check if a resident had gotten a citation or a warning and Javier Cervantes, Planning Director stated that they were hoping to get a program to modernize the software where it would be accessible on laptops. It is going to be a budget request because it is expensive software. The software that we presently have is now obsolete.

Commissioner Guajardo then asked Ms. Gonzalez when we would be getting more trash cans and she responded they were scheduled to arrive May 4th. Ms. Gonzalez, Sanitation Director stated that overall the situation would be assessed and she would get together with Mr. Arjona, City Manager and Mr. Cervantes, Planning Director to come up with a solution to the pending needs.

Commissioner Sanchez thanked Mr. Cervantes for the Easter Egg Hunt which was sponsored by the San Juan Lions Club. It was a successful event and hopefully next year more can be involved.

V. PUBLIC HEARING/ORDINANCES

- a. Consider Ordinance amending the Budget for the 2017-2018 Fiscal Year by providing additional appropriation to the General Fund, Utility Fund and the Solid Waste Fund.

LeRoy Gonzales, Finance Director stated that the Ordinance was to amend the 2017-2018 budget by moving \$177,000 of additional appropriations to the General Fund of \$27,439.00 to the Solid Waste and \$36,118 to the Utility Fund. This was to cover the 3% increase that was received in October. Mr. Arjona, City Manager added that it was being brought before the Commission for approval so that we could do the budget amendment.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (5-0)

VI. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

- a. Consider entering into an Interlocal Cooperation Agreement between the City of San Juan and Hidalgo County to provide efficient and effective Free Library Services to County Residents.

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Ben Arjona, City Manager stated that this was an Item that was done yearly in connection with Hidalgo County and with the City on the services that are listed. Ms. Sesin, Library Director added that it is a yearly agreement with the County and the money that is provided is the same. Mr. Arjona, City Manager then inquired if we needed to do a budget amendment since the monies were not budgeted and Ms. Sesin replied that it was for next fiscal year.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (5-0)

VII. CONTRACTUAL / RESOLUTIONS

- a. Preliminary and Final Plat Approval of the Kings Apartments Subdivision being a 0.905-acre Tract of Land out of Lot 6, Burg Subdivision, located approximately 450 feet south of U.S. Business 83 along the west side of King Road as requested by Barrera Infrastructure Group Engineering.

Xavier Cervantes, Director of Planning stated that the developer is proposing to subdivide .9 acres into one lot in order to build a two story apartment complex with an entrance along King road. It is a Multi-Family district and the developer is proposing to build 24 apartments at the site, also through the subdivision process it was discovered that there is a 5 foot right of way easement that needs to be abandoned. The subdivision plat is approved by the City Commission and I will submit an Ordinance for your consideration in the near future to properly abandon the easement that is needed by the City. The abandonment of the right-of-way easement is critical for the development of this project. This went before the Planning and Zoning Commission on April 19th and they recommended approval unanimously.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Mayor Pro-Tem Pete Garcia. Motion Passed (5-0)

VIII. CONSENT AGENDA

- a. Consider an Ordinance in Second Reading for a Conditional Use Permit for the sale of Alcoholic Beverages for On-Premise Consumption at The Voodoo Lounge Bar located at 1618 N. Veterans Boulevard, legally described as the West 335 feet of the north 440 feet of Lot 12, Block 5, John Closner Subdivision, as requested by Marena A. Trevino.
- b. Consider an Ordinance in Second Reading for a conditional use permit for the sale of Alcoholic Beverages for On-Premise Consumption at New Rancho Grande Restaurant located at 101 S. Nebraska Avenue, legally described as Lots 1 through 12, Block 3, San Juan Original Townsite Subdivision, as requested by Robert Acosta.
- c. Monthly Collection Report –March 2018.
- d. Budget Expenditure: March 2018

Mr. Ben Arjona, City Manager stated that there were four Items and any Item could be pulled out to make an adequate decision.

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Mayor Garza then asked if there was anything to pull out or amend under the Consent Agenda and if not, was there a Motion for approval.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

XI. ADJOURNMENT 7:16 p.m.

Commissioner Jesse Ramirez Motioned to Adjourn and Seconded by Mayor Pro-Tem Pete Garcia. Motion Passed (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, May 8, 2018

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Pete Garcia, Mayor Pro-Tempore
Lenny Sanchez, Commissioner
Ernesto Guajardo, Commissioner
Jesse Ramirez, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Juan Gonzalez, Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Segin, Library Director
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Management
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Robert Rangel, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called meeting to order at 6:00 p.m.

II. INVOCATION

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- a. Presentation on Department Reports: Department of Planning and Zoning, Parks and Recreation, San Juan Memorial Library, and Department of Sanitation.

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DISCUSSION: Mr. Ben Arjona, City Manager stated that the next item was the presentation of Departmental Reports and the Directors were available if there were any questions.

Commissioner Ramirez mentioned to Mr. Xavier Cervantes, Planning Director concerns with trucks travelling through Stewart Road since there are two schools in the area, Sorensen and Austin school. Mr. Cervantes, Planning Director stated that the Code of Ordinance would need to be amended. Mayor Garza asked where the trucks would be routed to and Mr. Cervantes responded that they would be routed through I Road or Alamo Road. Commissioner Ramirez inquired if this would be the City's responsibility and Mayor Garza added if so, the City would have enough manpower to handle.

Mayor Garza mentioned the delivery of new lights at the park and Mr. Willingham, Parks and Recreation Director stated they were on schedule and it would take 3-4 week for installations to be complete. Mr. Willingham also mentioned that the circular for summer programs would be going out next week and the library programs would also be included. Ms. Sesin, Library Director added that they would be recruiting for the events.

VI. PUBLIC HEARING / ORDINANCES:

- a. Conduct a Public Hearing and Consider Adoption of an Ordinance in First Reading for a Rezoning Request from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) for a property legally described as a 5.00-acre tract of land out of the South 660 feet of the West 330 feet of the East 370 feet of Lot 54, Stewarts Addition to the Conway Gardens Subdivision, located at the Northwest corner of Stewart and Las Milpas Road, as requested by MAS Engineering, LLC.

DISCUSSION: Mr. Xavier Cervantes, Planning Director stated that Mr. Perez was planning to rezone the property from a Single-Family Residence District to a Heavy Commercial District in order to establish a trucking business. The Perez Garza Subdivision is associated with this property that will be mentioned later on the Agenda. The surrounding zonings consist of single-family and light industrial designations. Staff sent notices to five surrounding property owners and no one spoke in opposition to the rezoning request. Staff recommends approval of the rezoning request because the property is conducive to heavy truck traffic and it is a State Highway and also close to the International Bridge. The Planning and Zoning Commission unanimously recommended the approval at their May 3rd meeting.

Mayor Garza opened the Public Hearing at 6:09pm for anyone for or against. There was no response and it closed at 6:09pm.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (5-0)

VII. CONTRACTUALS / RESOLUTIONS

- a. Preliminary and Final Plat Approval of the Perez Garza Subdivision being a 5.00-acre tract of land out of the South 660 feet of the West 330 feet of the East 370 feet of Lot 54, Stewarts Addition to the Conway Gardens Subdivision, located at the Northwest corner of Stewart and Las Milpas Road, as requested by MAS Engineering, LLC.

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DISCUSSION: Mr. Xavier Cervantes, Planning Director stated that the applicant was proposing to subdivide 5.0 acres into five lots with frontage along Stewart Road due to it being used for heavy commercial traffic users. The properties are in the process of getting rezoned to a Heavy Commercial District. This property is located within the Military Highway Water Supply Corporation and the Developer will be extending a water line of 1,500 ft. to service the property. At this time there is no sanitary sewer available and septic tanks would need to be used for the sanitary sewer collection. The Developer is requesting a variance to not connect to the City's sewer system nor to escrow the funds in the amount of \$16,793.90 for the sewer. Mr. Cervantes added that the development of the subdivision would generate additional property taxes and garbage revenues for the City. At the May 3rd meeting the Planning and Zoning Commission unanimously recommended approval of the subdivision granting a variance to NOT have to connect to the sewer system and reducing the amount of escrows for sewer from \$16,793.90 to \$12,000. Mayor Garza asked if there were any questions for Mr. Cervantes, Planning Director and Commissioner Ramirez asked what the escrow was for and Mr. Cervantes stated that if ever there was a sewer system in place, they would have to pay for their share of sewer services. Commissioner Ramirez then asked how long it would take to do that and Mr. Cervantes stated that the nearest water line was 3.5 miles so it was more feasible to build a small sewer plant there than to extend the sewer lines.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Mayor Pro-Tem Pete Garcia. Motion Passed (5-0)

VIII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:

- a. Consider Selection and Authorizing the City Manager to enter into contract with Energy Service Company (ESCO) pursuant to RFQ# 18-65-03-22.

David Salinas, Director of Utilities stated that on February 27, 2018 the City Commission authorized staff to solicit requests for qualifications from Energy Service Companies (ESCO) to provide Turnkey Utility Conservation Program that would provide infrastructure improvements, sustain cost savings and revenue enhancements and would also meet the requirements of the Texas Energy Performance and contracting local government. On March 2nd we received two packages, one from Siemens and another from Schneider. Mr. Salinas mentioned that a presentation had already been given on performance contracting and he apologized for not scanning the packets into the agenda. He mentioned that both companies were present to provide a presentation and they had been advised they each had five minutes with a three minute question/answer afterwards if the Commission so chose. Commissioner Ramirez asked if Mr. Salinas had met with them personally and Mr. Salinas responded that he had, but not to discuss this item because once the request was done we are not allowed to meet with them anymore.

First to present was Mr. Aaron Garcia, local representative for Schneider Electric. He stated he had 11 years of experience working with AEP and along with him was Zia Qureshi, Subject Matter Expert on the water and waste water division. He stated that the primary focus was to bring a honeycomb slide that would take into consideration all of the elements with the first one being the energy side and the second technology. The regulatory compliances helping to develop key strategies within the City is wastewater improvement and of course the funding and we have a great track record of bringing many funding opportunities to our customers. Ms. Qureshi also mentioned that the honeycomb was a critical element of comprehensive integrated solution and they looked at the whole picture of the City. She stated she could go into detail but the three areas that the City used the most energies in was public works, waste water management and the water sewer sections and they would impact all three with their solutions. Mr. Garcia also added that they had a proven track record and they would bring a lot of experience to the City.

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Next to present was Mr. David Adams and his team members with Siemens. He stated there were four areas where they provided exceptional values and expertise. They had 17 years in performance contract, held patents and had clear transparent pricing for everything. Each of their projects has been successful and Siemens was the most experienced in Texas. Mayor Pro-Tem asked if there were any local projects and Mr. Adams responded that they had a project with the City of Weslaco. Mayor Garza asked how often they met with the City and Mr. Adams responded that the City of Weslaco had requested a monthly project update be submitted to the Council. Mayor Pro-tem Garcia asked what studies they would bring to determine the City's needs and Mr. Adam's stated there would be a detailed audit.

Mayor Garza asked Mr. Salinas, Director of Utilities what was his recommendation and Mr. Salinas stated that Schneider was the best choice since they had projects not only in the Valley but across the State.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

- b. Consider Selection and Authorizing the City manager to enter into contract with Professional Service Company for a cost of service, water and sewer rate and debt capacity study, pursuant to RFQ# 18-66-03-23.

No Action was taken.

- c. Consider Budget Amendment Fiscal Year 2017-2018 for the General Fund-Fund Balance, Utility fund Retained Earnings and Solid Waste Fund Retained Earnings.

Leroy Gonzales, Finance Director stated that this was a mid-year budget amendment to cover different Department Line Items for Fiscal Year 2017-2018 and funding would come from the General Fund.

Ben Arjona, City Manager stated that for the Fire Department, there was a light that was broken so they were asking for consideration to allow them to purchase the light. Tirso Garza, Chief of Fire added it was the Night Scan that sat on top of the truck. Mr. Arjona, City Manager stated that the reason it was not budgeted before was because it was in working condition.

Mr. Arjona, City Manager also mentioned Mr. Salinas, Director of Utilities requesting a small amount on the budget amendment. Mr. Salinas then stated that the amount that was being requested was from retained earnings for \$255,000.00 and it was to cover the rental of a belt press to remove sludge from the waste water plant. He mentioned they were working with Cruz Hogan to do an analysis to submit an application to the Texas Water Development Board for some rehab but at the moment they were backlogged in solids and in order to take the plant down, the equipment needed to get rented.

Also requesting consideration for a budget amendment was the Sanitation Department. There were about \$20,000.00 in engineering fees that were being requested for the CDC collection to do a study and provide a design plan. An additional \$20,000.00 would also be used for residential commercial containers.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (5-0)

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- d. Discussion and Possible Action regarding requests for Proposals and/or Qualifications for Marketing Consultant for City of San Juan.

City of San Juan needs to be more marketable to expose the City as a whole, adding more enhancements. Commissioner Lenny Sanchez agreed that we needed this for the City.

Commissioner Lenny Sanchez Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

IX. CONSENT AGENDA

- a. Consider Approval of City of San Juan, Texas Quarterly Investment Report dated December 31, 2017 as required by the Public Funds Investment Act.

Mr. Ben Arjona, City Manager stated that everything appeared to be in order as far as the Quarterly report.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

X. EXECUTIVE SESSION 7:04pm

- a. The San Juan City Commission will convene into Closed Session Pursuant of the Chapter 551, Subchapter D, Exceptions to Requirements that Meetings be open, Texas Government Code 551.072 (Consultation with Attorney) and Texas Government Code 551.072 (Deliberation regarding Real Property) as follows:
 1. Discussion and Possible Action regarding the Purchase, Exchange, Lease, Transfer, or Value of Real Property Tract 2. (Pursuant to Texas Code, 551.072 Deliberation about real Property and 551.071 Consultation with Attorney).

No Action at this time.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (5-0)

XI. RECONVENE 7:52pm

- a. The City Commission will reconvene in open Session to take necessary action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures relating to Closed Meeting 551, requirements to Vote or take final action in Open Meeting.

Commissioner Jesse Ramirez Motioned to Approve and Seconded by Mayor Pro-Tem Pete Garcia. Motion Passed (5-0)

XII. ADJOURNMENT 7:53pm

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**Mayor Pro-Tem Pete Garcia Motioned to Adjourn and Seconded by Commissioner Jesse Ramirez.
Motion Passed (5-0)**

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, June 12, 2018

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Pete Garcia, Mayor Pro-Tempore
Lenny Sanchez, Commissioner
Ernesto Guajardo, Commissioner
Rick Palacios, City Attorney

MEMBERS ABSENT: Jesse Ramirez, Commissioner

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Juan Gonzalez, Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Management
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Robert Rangel, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called meeting to order at 6:00 p.m.

II. INVOCATION

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

Rick Ramirez commented on the consumption of alcohol in our City Parks. He mentioned an event that was taking place and comments through social media that alcohol would be taken. He added that there

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were signs posted that prohibited the consumption of alcohol at the parks and the Commission should address that.

V. PRESENTATIONS

a. Presentation on TXDOT Interchange Construction.

DISCUSSION: Mr. Ben Arjona, City Manager addressed the Mayor and Commissioners stating that present were Mr. Rene Garza, Homero Bazan, and Eddie Saenz to talk about the construction that would be taking place on the Interchange and some on and off ramps.

Mr. Bazan stated that he worked at the TXDOT Pharr District office and they were having a meeting about the Interchange Project on Thursday at the Pharr Event Center at 5pm. A public meeting was held in March of 2017 and they presented three options: 1) to widen the existing directions and connect the bridges, 2) add direct connectors on the outside, or 3) reconstruct the direct connectors. We will be presenting on Thursday's meeting option 3 – to reconstruct direct connectors and as part of the Project we will be having a lot of ramp modifications.

Mayor Garza inquired if with the ramp modifications would the ramp on the west side to exit Raul Longoria be eliminated. It was a huge concern because undoubtedly it would affect the businesses on Raul Longoria. Mr. Bazan responded that it would have an effect but they were trying to prioritize the main lanes to make the Expressway work as efficiently as possible. The schedule we are looking at getting it environmentally clean is FALL 2018. We are looking at acquiring the right of ways on the northwest quadrant of the Interchange itself. We are looking at acquiring the land by Spring 2019 and then the contract design at a cost of \$321 million to be executed by the Summer of 2019. Once the design gets started, construction will start around 2020. They will have three years to complete the project. We are encouraging everyone to attend the meeting on Thursday. There will be a question and answer portion as well as an opportunity for comments from the public. He added that they would be accommodating all the movements and the only one that would really get affected would be the direct line of traffic from Edinburg towards Harlingen, people wouldn't be able to get off Veteran's Boulevard anymore. We are anticipating that with this Project, people's traffic patterns are going to change accordingly based on the new ramps.

Mr. Ben Arjona, City Manager inquired on getting to the Basilica and Mr. Bazan responded that people would need to exit Veteran's Boulevard through the bottom. The exit road to Raul Longoria will have access to the other entrance to the Shrine. Mr. Bazan stated they had the schematic layout that would be presented at the Public Meeting and what the Commission was seeing right now was only the highlights of the Project. Mayor Garza asked if the schematic layout would be posted on their website and Mr. Bazan responded that it would be posted after the Public Meeting. Mayor Garza thanked them for the presentation.

b. Presentation on Emergency Management.

DISCUSSION: Mr. Ben Arjona, City Manager mentioned the next Item – Emergency Management and stated Mr. Tirso Garza, Fire Chief would be giving the presentation. Mr. Garza stated that in preparation for the hurricane season, there were over 1,000 sandbags already prepared. Four points of distribution would be set up if the need arose - One would be at the Recycling Center, one at Mayfield Park and the other two would be with Precinct Two (at Nolana and South Veteran's). The only issue we had last year in reference to the sand bag distribution was that school was in session at IDEA and we had our operation going and they were letting kids out. Presently, we are pretty much set as a City priority and we will meet

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with them and run our operation the way we planned. The San Juan Nursing home also has backup generators and their plan has been reviewed. Mr. Garza mentioned he spoke to Carmen Gonzalez, Director of Sanitation regarding the inlets and they are about 85% complete. There is also lumber for our buildings in case we need to board them up, all except for the new police station and Patrick Willingham, Parks Director is working on that with Building Maintenance.

Mayor Garza asked what would be the center point for communication and Mr. Garza, Chief of Fire responded that it would be the old Commissioner Chamber on the north side next to the Fire Department and the old Police Department where the facility has sleeping quarters for all personnel. Mayor Garza then asked if any school officials had been contacted and Mr. Garza, Fire Chief stated that they had their MOU's with the school district in place and there was also another meeting scheduled with the County. Flyers had also been ordered through FEMA and it would be posted on our website. In addition, there were a little over 200 registered residents with special needs already registered and they would need to be transported out in case the need arose. We would utilize the school buses 72 hours before the actual storm arrived to evacuate the registered residents. Mayor Garza asked if the form of communication would be via radios and Mr. Garza responded that they were not up to par. Each Department had their own portable and each Director had their own radio to utilize during these situations. Commissioner Sanchez asked if the firefighters and police had weather gear and Mr. Garza responded that each Department was pretty much set up already since it was mandatory to have raincoats, hard hats and gloves. Mayor Garza thanked Mr. Garza, Fire Chief for the presentation.

- c. Presentation on Departmental Reports: Department of Planning and Zoning, Parks and Recreation, San Juan Memorial Library, and Department of Sanitation.

DISCUSSION: Mr. Arjona, City Manager stated that the next item was the presentation of Departmental Reports and the Directors were available if there were any questions.

Mayor Pro-Tem Pete Garcia asked Carmen Gonzalez, Director of Sanitation if any tire round-ups were scheduled before the hurricanes arrived and Ms. Gonzalez responded that she had instructed her employees to pick up any tires when spotted. Mayor Pro-Tem Garcia also inquired on fumigating for mosquitoes and Ms. Gonzalez responded that they had fumigated last night but to her understanding the fogger had broken down and the one that repairs it had not been in. Mayor Pro-Tem Garcia wanted to be assured that in case of a hurricane there were people in place to fumigate quickly for mosquitoes. Ms. Gonzalez stated that if there was standing water, the Department had pellets to kill the larvae and the fogger would get fixed as soon as possible. She added that the fogger was 60 years old and she had budgeted for another one and if worse came to worse and the fogger couldn't get fixed, the Department would rent one.

Mayor Pro-Tem Garcia also inquired on the footer to scrape the streets, if the streets were being cleaned. Ms. Gonzalez responded that they were and that is what was being done tomorrow on the drainage and the inlets.

Mayor Garza inquired on the sweeper and Ms. Gonzalez responded that she was not sure. She had seen them come in yesterday but they didn't go out again because it was windy and when it is too windy it makes a lot of mess and residents complain about their vehicles getting dirty. Mayor Garza then thanked Ms. Gonzalez for her comments and asked if there were any other questions.

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Mayor Pro-Tem Garcia asked Ms. Sesin, Library Director if she was getting recognized tomorrow and she replied that she was. She was congratulated by the Mayor and Commissioners and some of the Directors would be attending the event.

Commissioner Sanchez asked Mr. Gonzalez, Chief of Police if he could address some of the issues in reference to Thursday's visit and Mr. Gonzalez stated that they were contacting business owners regarding the loitering. There is an Ordinance where the first citation will be \$350 but the problem is that the business owners are allowing the kids to hang around the areas. Chief Gonzalez also mentioned that they were doing a media release to inform the public about the loitering and that unauthorized vehicles would be cited and towed away.

Mayor Pro-Tem Pete Garcia asked Mr. Cervantes, Director of Planning in reference to the cross-section on Ridge Road and Nebraska and Mr. Cervantes stated that there was a water line that was being replaced from 12th Street to Ridge Street. Once the water line is installed and inlets are in place, new asphalt will be put from Ridge to 12th Street. Mayor Pro-Tem Garcia suggested Mr. Cervantes inform the Basilica about the traffic congestion and suggest people exit through a different section and Mr. Cervantes stated he would notify Mr. Villegas about the situation. Mr. Cervantes added that they were still working from South to North and they were still getting complaints from residents on 12th Street that their street was in worse shape than Nebraska and Oblate, but the plan was for the project to start from South to North. He had informed the residents that it would be a few weeks but the project on 12th street would commence.

VI. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

- a. Discussion and Possible Action on Naming the Sports Complex currently referred to as Mayfield Park

DISCUSSION: Mr. Ben Arjona, City Manager mentioned the next item was naming the Sports Complex. Patrick Willingham, Parks and Recreation Director mentioned that it was brought before the Commission about a year ago. It started as one ball field and now they were up to three and other possible additions to that area in the near future. The Parks Board initiated a plan to get input from the community on renaming the Complex as a whole and in your packet you have the emails that were received. It is now up to the Commission to decide what direction we will take. Mayor Garza asked if there were any other questions for Mr. Willingham, Parks and Recreation Director.

Commissioner Guajardo made a motion for the Mayfield Park and Arcaute Park to stay the way it was and to name the Complex "San Juan Sports Complex" as a whole. Mayor Garza said that was a motion and asked if it was seconded.

Mayor Pro-Tem Garcia Motioned to table the item and Seconded by Commissioner Lenny Sanchez. Motion Passed (4-0)

- b. Consider authorizing the City Manager to declare 3, 6 and 8 cubic yard trash containers as salvage property.

DISCUSSION: Mr. Arjona, City Manager stated that the next item was to declare 3, 6, and 8 cubic trash containers as salvage property. Carmen Gonzalez, Director of Sanitation then requested that the 3, 6 and 8

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cubic yard trash containers be sent to surplus since they were not repairable. There were a total of 25 containers that had been damaged. She stated they were trying to clean out the yard, items including a burnt unit were taken to Bonds and Bonds and the City had made about \$44,000. Mayor Garza asked if there were any other questions. Commissioner Sanchez asked if the containers had been replaced already and Ms. Gonzalez responded that they had. Mr. Arjona, City Manager concurred with Ms. Gonzalez that the containers were beyond repair.

Commissioner Sanchez Motioned to Approve and Seconded by Mayor Pro-Tem Pete Garcia. Motion Passed (4-0)

- c. Discussion and Possible Action in establishing a New Bank Account for a Scholarship Program.

DISCUSSION: Mr. Arjona, City Manager stated that the next item was Discussion and Possible Action establishing a new bank account for a scholarship program. He informed the Mayor and Commissioners that this is an item had to do more with special events for fundraising. The Mayor's idea is to gather fundraising monies and at the end of the school year award a High School student (male and female) a scholarship.

Mayor Garza stated that The First Responders Law Enforcement Softball Tournament would be held on June 30th and all the proceeds from the event would go towards the Scholarship Fund. He added that he had discussed and inquired with Mr. Ben Arjona, City Manager and Mr. Leroy Gonzales, Finance Director on the policies and procedures in opening a new bank account specifically for the scholarship monies. Mayor Garza added that with the approval of the Commission he would like to recommend for only Mr. Ben Arjona, City Manager and Mr. Leroy Gonzales, Finance Director to have access to the account when any monies would need to be moved or distributed.

Commissioner Lenny Sanchez asked if this was with the Commission's approval and Mayor Garza responded that was correct.

Mr. Palacios, the City Attorney stated he knew this was just to establish an account because the proceeds would not belong to the City; therefore we would have to amend the City Budget to include a disbursement. He added that it would need to come before the Commission so an amendment could be made and the Commission would also participate in approving all recipients of the scholarships. As we create this idea that is for public and education purposes we have some work to do to make it happen. At this time we are just establishing the account and then we still have a lot of work to do to assure that we are doing it correctly.

Mayor Pro-Tempore Pete Garcia stated he understood that it was for a bank account and it was a good thing, but down the line, he asked if a committee would be established to review the applications and decide who would receive the scholarships and Mr. Palacios, City Attorney responded that he would assume a committee would be in place but ultimately the Council would have the final say on who would be awarded. It is going to take some time even before there is a disbursement since we need to amend the Budget.

Commissioner Lenny Sanchez stated that before any type of decisions on awarding any scholarships were made, everything would need to be set up accordingly and Mayor Garza agreed stating scholarships

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would not be awarded until next year. Mayor Pro-Tem Garcia added that the month of April was when scholarships were awarded. Mr. Palacios, City Attorney stated he anticipated all other items would be finalized before the Commission. We have events coming up already and people will be donating, so if we set up that account and designate that account as a custodian of these funds then there won't be any disbursements until it comes back to the Commission.

Mayor Pro-Tem Pete Garcia stated that the reason he was asking was because anytime we have scholarships and the students apply they call the Commission to be considered and that is the reason he inquired about a scholarship committee, so that the Commission wouldn't be involved in the selections but only in the recommendations of the Committee based on the criteria that would be established.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (4-0)

VII. APPOINTMENTS:

- a. Consider to Appoint the Alternate and Policy Committee for the Hidalgo County Metropolitan Organization.

Mr. Arjona, City Manager stated that he knew Mr. Cervantes, Director of Planning was the technical representative for the MPO, however, there was a project manager with expertise in engineering with the MPO's. Therefore, Mr. Arjona, City Manager recommended that we put Mr. Oscar Cancino as the primary representative to serve on this particular board, only because of his expertise on the MPO.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Lenny Sanchez. Motion Passed (4-0)

VIII. CONTRACTUAL / RESOLUTIONS

- a. Consider authorizing the City Manager to submit a 2019 Local Border Security Program Application to the Governor's Office Homeland Security Grant Division.

Juan Gonzalez, Chief of Police stated that this was a grant that the City applied for every year. This covered overtime at all the different operations including the SWAT operations, gang investigators, human smugglings and any operation involved with Border Patrol, ICE investigations and local patrolling issues. Mr. Gonzalez, Chief of Police was requesting approval to submit the resolution and the grant application.

Commissioner Lenny Sanchez Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (4-0)

- b. Consider Resolution Authorizing the Mayor to enter into an Interlocal Agreement between the City of San Juan and the University of Texas Rio Grande Valley for a Regional Task Force and for the Appointment of the City's Planning Director as the City's Representative.

Mr. Xavier Cervantes, Director of Planning stated that the primary goal was to implement a regional storm water management program mandated by the TCEQ who regulates the local governments and

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approves the City's Storm water plans to address broader water quality and watershed issues. In addition to this collaboration it enabled the participating communities and UTRGV to successfully secure over \$14.8 million of grant funding since its inception. In 2003, fourteen cities including San Juan entered into interlocal agreements with TAMUK and now UTRGV authorizing the development of small municipal separate storm water systems in compliance with TCEQ requirements. We presently have funds in the budget to cover the cost of the program.

Commissioner Sanchez asked what the cost of the membership was and Mr. Cervantes, Director of Planning stated it had gone down from \$14,000 to \$11,992. Mayor Pro-Tem Garcia asked where the funds for the membership came from and Mr. Cervantes responded that they came from Sanitation and being members of this taskforce had helped for us to stay in compliance. Commissioner Sanchez asked if we were presently members and Mr. Cervantes responded that we had been members for the past 10 years and it had shifted to UTRGV two years ago. Leroy Gonzales, Director of Finance then mentioned that it was funded from Streets and not from Sanitation. Mr. Arjona added that it was from the Storm Water Fee but it went into the General Fund. Mr. Cervantes agreed that he was incorrect but it was the fee that was paid in the utility bill. Mayor Garza asked if there were any other questions.

Mayor Pro-Tem Pete Garcia Motioned to Approve, but to change the representative to David Salinas for the task force and Seconded by Commissioner Lenny Sanchez. Motion Passed (4-0)

- c. Preliminary and Final Plat Approval of the Grande Produce Warehouse No. 2 Subdivision being a 5.10-acre tract of land out of the West 200.00 feet of Lot 9, Block 16, John Closner Subdivision located approximately a half of a mile West of Stewart Road, along the south side of Dicker road, as requested by R. Gutierrez Engineering Corporation.

Mr. Cervantes, Director of Planning stated that the applicant was proposing to subdivide 5.1 acres into a one-lot subdivision. The north one-half portion of the property was inside San Juan City limits and the south one-half is in County. The portion that is in San Juan is in the process of getting rezoned to Heavy Commercial District (C-3). The property is located within the Military Highway Water Supply Corporation's certificate of Convenience and Necessity (CCN). There is no sanitary sewer available in the area at this time but the entire area is in San Juan's CNN for sewer. The project involves the construction of an office complex for the Grande Produce Company and also a separate cafeteria building for the employees. The cafeteria portion of the project will be inside city limits of San Juan which will generate additional property taxes for the community. The project engineer is requesting a variance to not have to connect to the sanitary sewer system based on the fact that the nearest available sewer line is located approximately 4 miles away of the proposed development. The developer will escrow funds for sewer as required. This went before the Planning and Zoning Commission on June 7th and it was approved granting variance.

Mayor Pro-Tem Garcia asked if it was the warehouse that was by Dicker Road and Mr. Cervantes stated that it was between Stewart and Veterans Boulevard. They would be expanding the facility. Mayor Pro-Tem Garcia asked Mr. Gutierrez if everything was in line with the project and Mr. Gutierrez stated that if the subdivision was approved, everything would be available. The fire protection would still be provided by the City of San Juan, the water by Military Highway and the sanitary/sewer would be done by septic systems.

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Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (4-0)

- d. Preliminary and final Plat Approval of Las Misiones de San Juan Subdivision Phase 1 being a 16.56-acre tract of land out of Lot 11, Block 8, John Closner Subdivision, located approximately 500 feet south of Nolana Avenue, along the east side of Raul Longoria, as requested by Barrera Infrastructure Group.

Mr. Xavier Cervantes, Director of Planning stated that the applicant is proposing to subdivide 16.56 acres into a 58 lot residential subdivision with two additional lots along Raul Longoria Road that will be used for commercial purposes. The subdivision will have two (2) entrances from Raul Longoria Road as required by the Fire Department. The project engineer is requesting several variances as follows: 1) to allow some residential lots to be 55 feet in width as opposed to the 60 feet required in the code, 2) to allow some residential lots to have 5,775 square feet in area as opposed to the 6,000 square feet as required by the code; 3) to allow a 5-foot side setback instead of the 6-foot required for all the residential lots, 4) to allow a 15 foot front setback for lots 47 to 55 as opposed to the 20 foot front setback required by the code, and 5) to not have to pay the park fees prior to the plot getting recorded, instead the developer is proposing to pay the park fees during the building permit phase. The subdivision will provide additional property taxes, sales taxes, sewer and garbage revenues for the community. During the meeting of June 7th the Planning and Zoning Commission recommended approval granting variances 4 and 5 and not granting variances 1, 2, and 3.

Mayor Pro-Tem Garcia asked how many lots were in the subdivision and Mr. Cervantes responded 58 plus two commercial lots. Mayor Pro-Tem Garcia then asked if the two commercial lots would face Nolana and Mr. Cervantes responded that they would be. It would be the two commercial lots and a subdivision for apartments across the street – Phase I and II. Mr. Arjona, City Manager added that only one would be developed immediately and the other one would be at a later date.

Rene Barrera was present representing the owners of the development and Pedro Salazar was the real estate representative. Mr. Salazar stated that the property was where Mr. Stevol had lived since 1945 and they had recently acquired its 29 acres. Mr. Salazar added that what they were doing was promoting the Smart Growth Development. At the present time they were developing a 40 unit apartment complex off University Drive in Edinburg and they wanted to also make a difference in the City of San Juan. They wanted to make it more affordable for the people to live closer to town and that is why they chose Las Misiones because they believed San Juan was the spiritual center of the Valley. They felt they picked a good name to promote a wholesome environment with a community that would be close to schools and stores. Mayor Pro-Tem Garcia asked if some of the lots were already committed and when would the subdivision commence and Mr. Salazar responded that they were the builders and developers and the way they made it affordable was for them to undertake the construction. The first phase will take from 18-24 months and at the end of the 24 months the second phase will commence. Commissioner Sanchez inquired on the size of the homes and Mr. Salazar stated that the homes would begin at 1500 sq. ft. and range to 1800 to 2100 sq. ft and if we lost a couple of lots on the way, we would increase the price of the lot by \$1,000, which could pay for someone's closing costs. He stated they were for profit but trying to promote something good in the community and at the same time make some money in the process. They were willing to build to suit and are completely self-funded.

Mayor Pro-Tem Garcia asked what would the value of the homes be and Mr. Salazar responded from \$126,000-\$160,000. The City was looking at almost \$18 million in residential value. Mayor Garza then

**CITY OF SAN JUAN
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TUESDAY, June 12, 2018**

asked if they didn't have a problem with Planning and Zoning not granting them the variances 1, 2, and 3 and Mr. Salazar replied that ideally it would make it \$1,000 more affordable, but if it was unacceptable they were still willing to try to make it work. Mayor Garza asked if there were any other questions and Mayor Pro-Tem thanked them for investing in San Juan.

Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (4-0)

- e. Consideration and Approval of a Resolution Approving the City's Plan of Finance pertaining to the Contemplated Issuance of Obligations to be designated as "City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018"; the City Staff and the City's Financial Advisor and Bond Counsel to proceed with this Plan of Finance; and authorizing other Matters related to the Foregoing.

Mr. Ben Arjona, City Manager stated that this item was presented back in December with the water reservoir liner and later the bell press was included. Now the report states that the revised GEO technical that was conducted at the reservoir came back with the water table being 2 feet higher than it was before prior to 2012-2014. Therefore they were recommending filling it with dirt with an additional 2 feet but in doing so, it would lower the capacity of the reservoir. We are recommending approving only the bell press at this point and holding off on the reservoir until there is another assessment so that we don't spend more money than what we need to and we don't lose any storage capacity on the reservoir. One of the things on this particular plan of finance is that by no means will the bonds be structured with level of debt service payments and there is no utility rate impact and no negative debt overage. He added that back in December the interest rate was 4.04 and now it was 4.27, therefore we had to move on this before the interest rates continued going up. It will take Mr. Vela 2-3 weeks to hear from them as far as the selling and closing of the bonds.

Mr. Cris Vela with Hilltop Security Financial Advisors for the City of San Juan stated that there was a time table on the presentation. There was a price on the 17th, when we get the rates from the Water Development Board on the actual maturities and then a week later on the 24th of July for the Board to approve and then we will close approximately 30 days later. Now there is some good news in this transaction that initially when we met with the Water Development Board back in November 2017, Mr. Arjona, City Manager was present, we were asked to apply for a non-equivalency which has an additional subsidy of 130-165 so the benefit if you look at the presentation is a 188 over 30 years. Mr. Arjona, City Manager added that we were setting aside the reservoir liner which is at 6.9 and looking at selling the bonds just to cover the bell press for the waste water.

Commissioner Lenny Sanchez Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (4-0)

IX. CONSENT AGENDA

- a. Budget Expenditure Report – April 2018
- b. Meeting Minutes – May 23, 2018.

Mr. Ben Arjona, City Manager stated we had two items, A and B and we could pull out any item for discussion or make an adequate decision. Mayor Garza asked if there was anything to amend or pull out under Consent Agenda.

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Mayor Pro-Tem Pete Garcia Motioned to Approve and Seconded by Commissioner Ernesto Guajardo. Motion Passed (4-0)

X. ADJOURNMENT at 7:11pm

Mayor Pro-Tem Pete Garcia Motioned to Adjourn and Seconded by Commissioner Lenny Sanchez. Motion Passed (4-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioners: Ernesto "Neto" Guajardo
Jesus "Jesse" Ramirez
Leonardo "Lenny" Sanchez

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: July 16, 2018
Subject: Budget Expenditure Report- June 30, 2018

Attached you will find the above mentioned report for the City of San Juan, Texas.

The funds are listed as follows:

<u>Approved Budgets:</u>	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 - 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
• Special Revenue Fund:		
a. Municipal Court-Building Security	20	10
b. Municipal Court-Technology	21	11
c. Revolving Loan	23	12
d. Parks Sport Fee	25	13
e. Parks Development	26	14
f. Wrecker Law Enforcement	27	15
g. Asset Forfeiture-State	28	16
h. Miscellaneous Grants	30	17
i. Crime Victims Liaison Grant	32	18
j. Hotel/Motel Occupancy Tax	33	19
k. Asset Forfeiture-Federal Sharing	35	20
• Debt Service Fund	36	21
<u>Other City Funds:</u>		
• Capital Projects		
a. CIP-Street-Series 2015	44	22
b. Capital Projects	45	23
c. Certificate of Obligation 2017	48	24

Other City Funds –Continue

d. Certificate of Obligation 2007	52	25
e. 2014 Bond	54	26

Component Unit:

• San Juan Economic Development Corp.	24	27
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C: Mayor, Mario Garza

Mayor Pro-Tem, - Pete Garcia

Commissioners: Ernesto “Neto” Guajardo

Jesus “Jesse” Ramirez

Lernardo “Lenny” Sanchez

City of San Juan, Texas
Budget Expenditures Report
June 30, 2018

Budget Target 75%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	5,507,086	5,440,806.96	-	66,279.04	132,077.08	87,535.12	98.80
SALES TAX REVENUE	2,636,959	2,062,973.98	-	573,985.02	275,208.39	223,507.14	78.23
FRANCHISE TAX	1,050,638	649,215.18	-	401,422.82	90,325.13	22,740.47	61.79
LICENSES & PERMITS	283,118	224,872.69	-	58,245.31	37,859.39	19,465.63	79.43
FEES & FINES	562,359	411,794.39	-	150,564.61	51,331.66	38,640.66	73.23
INTERGOVERNMENTAL REVENUE	750,157	556,002.48	-	194,154.52	62,397.84	60,076.63	74.12
OTHER REVENUE	319,742	213,493.68	-	106,248.32	26,390.96	48,210.89	66.77
Transfer Inn	470,468	-	-	470,468.00	-	-	-
TOTAL REVENUES	11,580,527	9,559,159.36	-	2,021,367.64	675,590.45	500,176.54	82.55
EXPENDITURE SUMMARY							
LEGISLATIVE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	17,850	21,404.16	200.00	(3,754.16)	6,202.58	6,689.62	121.03
SUPPLIES	6,000	3,546.65	(30.00)	2,483.35	124.35	231.46	58.61
CAPITAL OUTLAY	800	-	-	800.00	-	-	-
MISCELLANEOUS	134,700	63,759.49	37,500.00	33,440.51	-	-	75.17
LEGISLATIVE	159,350	88,710.30	37,670.00	32,969.70	6,326.93	6,921.08	79.31
CITY MANAGER							
SALARIES & WAGES/BENEFIT	158,311	110,747.68	-	47,563.32	11,926.82	10,357.33	69.96
PURCHASED PROF/TECH SRVS	36,000	27,000.00	9,000.00	-	3,000.00	3,000.00	100.00
PUR PROP SRVS & OTH SRVS	2,441	2,699.87	-	(258.87)	354.08	(212.96)	110.61
SUPPLIES	258	118.26	-	139.74	31.26	-	45.84
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
CITY MANAGER	197,010	140,565.81	9,000.00	47,444.19	15,312.16	13,144.37	75.92
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	120,235	87,977.86	-	32,257.14	9,118.49	6,958.05	73.17
PURCHASED PROF/TECH SRVS	5,360	5,275.20	-	84.80	-	-	98.42
PUR PROP SRVS & OTH SRVS	4,800	2,789.25	-	2,010.75	141.12	230.63	58.11
SUPPLIES	3,450	2,132.51	-	1,317.49	65.88	-	61.81
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	36,000	33,861.00	-	2,139.00	-	250.00	94.06
CITY SECRETARY	169,845	132,035.82	-	37,809.18	9,325.49	7,438.68	77.74
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	160,692	102,117.43	-	58,574.57	12,599.48	12,602.85	63.55
PURCHASED PROF/TECH SRVS	65,656	54,454.46	10,827.65	373.89	9,669.64	9,990.01	99.43
PUR PROP SRVS & OTH SRVS	4,605	2,518.82	-	2,086.18	305.73	134.35	54.70
SUPPLIES	4,396	2,411.24	150.00	1,834.76	368.83	375.55	58.26
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
MUNICIPAL COURT	235,349	161,501.95	10,977.65	62,869.40	22,943.68	23,102.76	73.29

City of San Juan, Texas
Budget Expenditures Report
June 30, 2018

Budget Target 75%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	287,092	180,279.64	-	106,812.36	22,487.39	22,351.38	62.80
PURCHASED PROF/TECH SRVS	6,519	6,518.76	-	0.24	-	-	100.00
PUR PROP SRVS & OTH SRVS	9,281	6,356.23	-	2,924.77	156.34	1,278.89	68.49
SUPPLIES	3,530	2,441.36	45.77	1,042.87	247.70	314.83	70.46
CAPITAL OUTLAY	650	649.99	-	0.01	-	-	100.00
MISCELLANEOUS	2,519	1,928.75	306.00	284.25	307.75	205.75	88.72
FINANCE	309,591	198,174.73	351.77	111,064.50	23,199.18	24,150.85	64.13
PLANNING							
SALARIES & WAGES/BENEFIT	482,465	322,322.20	-	160,142.80	37,481.50	36,861.88	66.81
PURCHASED PROF/TECH SRVS	113,480	30,618.20	66,485.56	16,376.24	6,041.14	19,610.39	85.57
PUR PROP SRVS & OTH SRVS	16,501	9,462.56	3,133.81	3,904.63	1,455.33	770.76	76.34
SUPPLIES	25,887	19,950.63	2,656.10	3,280.27	3,334.33	3,103.58	87.33
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	189,275	121,173.58	39,784.01	28,317.41	12,995.67	12,228.17	85.04
PLANNING	827,608	503,527.17	112,059.48	212,021.35	61,307.97	72,574.78	74.38
POLICE							
SALARIES & WAGES/BENEFIT	3,271,891	2,279,125.86	-	992,765.14	232,040.95	278,792.08	69.66
PURCHASED PROF/TECH SRVS	63,000	27,358.44	25,792.90	9,848.66	284.10	360.68	84.37
PUR PROP SRVS & OTH SRVS	69,561	52,800.17	335.63	16,425.20	5,734.68	6,680.47	76.39
SUPPLIES	149,100	130,657.08	8,545.14	9,897.78	15,043.11	11,206.11	93.36
CAPITAL OUTLAY	347,870	248,047.41	7,570.67	92,251.92	6,031.26	374.32	73.48
MISCELLANEOUS	28,788	15,679.16	839.00	12,269.84	695.50	-	57.38
POLICE	3,930,210	2,753,668.12	43,083.34	1,133,458.54	259,829.60	297,413.66	71.16
FIRE							
SALARIES & WAGES/BENEFIT	1,361,102	1,082,903.25	-	278,198.75	105,831.61	140,033.59	79.56
PURCHASED PROF/TECH SRVS	12,000	8,637.32	903.96	2,458.72	2,370.11	2,286.00	79.51
PUR PROP SRVS & OTH SRVS	60,300	46,984.09	(7,045.00)	20,360.91	3,336.45	3,861.05	66.23
SUPPLIES	104,200	66,627.87	(270.93)	37,843.06	7,061.94	7,277.35	63.68
CAPITAL OUTLAY	598,518	124,462.62	528,420.14	(54,364.76)	66,165.65	-	109.08
DEBT SERVICE	45,250	37,850.00	-	7,400.00	-	-	83.65
MISCELLANEOUS	10,000	8,346.00	-	1,654.00	-	175.00	83.46
FIRE	2,191,370	1,375,811.15	522,008.17	293,550.68	184,765.76	153,632.99	86.60
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	231,799	123,207.60	-	108,591.40	13,521.43	12,981.31	53.15
PUR PROP SRVS & OTH SRVS	242,500	214,656.42	679.85	27,163.73	23,172.82	22,733.11	88.80
SUPPLIES	63,129	69,849.02	4,636.38	(11,356.40)	8,215.76	3,805.12	117.99
CAPITAL OUTLAY	1,387,725	1,187,716.12	39,385.67	160,623.21	16,071.00	38,702.97	88.43
MISCELLANEOUS	-	-	-	-	-	-	-
STREETS, ALLEY, OTHER	1,925,153	1,595,429.16	44,701.90	285,021.94	60,981.01	78,222.51	85.19

City of San Juan, Texas
Budget Expenditures Report
June 30, 2018

Budget Target 75%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	69,468	48,806.82	-	20,661.18	5,146.44	5,453.90	70.26
PUR PROP SRVS & OTH SRVS	1,700	1,724.45	(435.00)	410.55	181.09	65.59	75.85
SUPPLIES	7,700	7,450.45	58.13	191.42	391.04	761.39	97.51
CAPITAL OUTLAY	2,000	-	-	2,000.00	-	-	-
CENTRAL GARAGE	80,868	57,981.72	(376.87)	23,263.15	5,718.57	6,280.88	71.23
PARKS							
SALARIES & WAGES/BENEFIT	502,175	332,663.47	-	169,511.53	35,120.80	31,932.46	66.24
PURCHASED PROF/TECH SRVS	1,000	507.50	-	492.50	500.00	7.50	50.75
PUR PROP SRVS & OTH SRVS	97,550	74,572.39	80.00	22,897.61	8,210.52	7,810.79	76.53
SUPPLIES	47,700	44,942.85	1,246.86	1,510.29	4,837.92	4,485.18	96.83
CAPITAL OUTLAY	-	-	449,500.00	(449,500.00)	-	-	-
MISCELLANEOUS	600	600.00	-	-	-	-	100.00
PARKS	649,025	453,286.21	450,826.86	(255,088.07)	48,669.24	44,235.93	139.30
MUNICIPAL SWIMMING POOL							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	(129.69)	(21.71)	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
MUNICIPAL SWIMMING POOL	-	-	-	-	(129.69)	(21.71)	-
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	191,697	118,986.31	-	72,710.69	16,885.85	15,628.24	62.07
PURCHASED PROF/TECH SRVS	500	475.00	-	25.00	-	-	95.00
PUR PROP SRVS & OTH SRVS	14,682	9,785.89	(15.00)	4,911.11	1,357.69	1,039.54	66.55
SUPPLIES	43,325	32,925.92	2,102.82	8,296.26	4,062.60	3,148.99	80.85
CAPITAL OUTLAY	1,500	5,896.00	(4,984.43)	588.43	681.00	-	60.77
MISCELLANEOUS	-	-	-	-	-	-	-
BUILDING MAINTENANCE	251,704	168,069.12	(2,896.61)	86,531.49	22,987.14	19,816.77	65.62
LIBRARY							
SALARIES & WAGES/BENEFIT	257,630	184,647.74	-	72,982.26	20,024.82	19,858.95	71.67
PURCHASED PROF/TECH SRVS	1,840	1,831.69	-	8.31	21.41	49.43	99.55
PUR PROP SRVS & OTH SRVS	37,550	20,059.59	-	17,490.41	1,894.71	2,379.45	53.42
SUPPLIES	2,210	1,579.86	-	630.14	732.98	-	71.49
CAPITAL OUTLAY	11,000	10,999.98	-	0.02	10,999.98	-	100.00
MISCELLANEOUS	20,250	10,172.72	3,086.97	6,990.31	3,388.86	941.58	65.48
LIBRARY	330,480	229,291.58	3,086.97	98,101.45	37,062.76	23,229.41	70.32

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							Budget Target 75%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
RECREATION							
SALARIES & WAGES/BENEFIT	252,171	161,876.34	-	90,294.66	18,677.69	26,952.24	64.19
PURCHASED PROF/TECH SRVS	4,500	1,072.95	150.00	3,277.05	26.90	249.55	27.18
PUR PROP SRVS & OTH SRVS	7,500	580.00	-	6,920.00	420.00	-	7.73
SUPPLIES	11,000	5,409.71	51.92	5,538.37	1,421.84	1,586.10	49.65
CAPITAL OUTLAY	20,000	19,563.00	-	437.00	13,019.00	6,544.00	97.82
MISCELLANEOUS	209,500	216,874.16	(2,183.84)	(5,190.32)	25,202.76	30,741.41	102.48
RECREATION	504,671	405,376.16	(1,981.92)	101,276.76	58,768.19	66,073.30	79.93
PURCHASING/RISK MGMT							
SALARIES & WAGES/BENEFIT	98,456	64,488.10	-	33,967.90	7,489.96	7,922.86	65.50
PURCHASED PROF/TECH SRVS	500	151.47	-	348.53	-	-	30.29
PUR PROP SRVS & OTH SRVS	3,550	9.71	-	3,540.29	-	-	0.27
SUPPLIES	2,590	1,316.22	121.04	1,152.74	109.07	187.48	55.49
MISCELLANEOUS	500	175.00	-	325.00	-	100.00	35.00
PURCHASING/RISK MGMT	105,596	66,140.50	121.04	39,334.46	7,599.03	8,210.34	62.75
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	379,557	210,693.88	359.00	168,504.12	9,156.00	64,716.31	55.61
PUR PROP SRVS & OTH SRVS	149,257	122,388.50	3,411.27	23,457.23	16,804.11	14,861.73	84.28
SUPPLIES	1,750	1,075.82	-	674.18	64.23	195.76	61.48
DEBT SERVICE	127,700	94,300.00	-	33,400.00	-	-	73.84
MISCELLANEOUS	51,000	51,323.45	-	(323.45)	-	-	100.63
ADMINISTRATION	709,264	479,781.65	3,770.27	225,712.08	26,024.34	79,773.80	68.18
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	156,079	111,882.22	-	44,196.78	12,179.94	12,149.62	71.68
PURCHASED PROF/TECH SRVS	13,000	5,020.00	89.23	7,890.77	1,385.00	300.00	39.30
PUR PROP SRVS & OTH SRVS	16,640	5,764.17	1,003.67	9,872.16	421.97	22.05	40.67
SUPPLIES	2,275	2,003.40	93.96	177.64	418.63	761.80	92.19
CAPITAL OUTLAY	600	-	-	600.00	-	-	-
MISCELLANEOUS	750	558.00	-	192.00	200.00	-	74.40
HUMAN RESOURCES	189,344	125,227.79	1,186.86	62,929.35	14,605.54	13,233.47	66.76
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	182,840	130,570.04	-	52,269.96	14,806.84	14,671.58	71.41
PURCHASED PROF/TECH SRVS	108,532	85,256.68	4,774.07	18,501.25	1,889.58	1,837.44	82.95
PUR PROP SRVS & OTH SRVS	124,735	71,619.92	26,877.46	26,237.62	14,821.07	10,641.46	78.97
SUPPLIES	12,950	6,672.63	(143.88)	6,421.25	(1,745.70)	436.12	50.42
CAPITAL OUTLAY	18,000	15,881.04	(234.94)	2,353.90	729.04	44.00	86.92
MISCELLANEOUS	5,895	3,309.03	-	2,585.97	520.36	364.19	56.13
INFORMATION TECHNOLOGY	452,952	313,309.34	31,272.71	108,369.95	31,021.19	27,994.79	76.07

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	15,000.00	-	-	-	-	100.00
PUR PROP SRVS & OTH SRVS	3,000	2,340.15	-	659.85	638.15	-	78.01
SUPPLIES	1,000	-	-	1,000.00	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
EMERGENCY MANAGEMENT	19,000	17,340.15	-	1,659.85	638.15	-	91.26
STORMWATER DIVISION							
SALAREIES & WAGES/BENEFIT	58,581	45,765.18	-	12,815.82	4,933.91	3,143.99	78.12
PURCHASED PROF/TECH SRVS	2,500	78.00	-	2,422.00	-	-	3.12
SUPPLIES	17,550	6,838.42	876.32	9,835.26	2,751.35	194.70	43.96
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	17,000	-	-	17,000.00	-	-	-
STORMWATER DIVISION	95,631	52,681.60	876.32	42,073.08	7,685.26	3,338.69	56.00
TOTAL EXPENDITURES	13,334,021	9,317,910.03	1,265,737.94	2,750,373.03	904,641.50	968,767.35	79.37
=====	=====	=====	=====	=====	=====	=====	=====
EVENUES OVER/(UNDER) EXPENDITURE	(1,753,494)	241,249.33	(1,265,737.94)	(729,005.39)	(229,051.05)	(468,590.81)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	73,334	-	-	73,334.00	-	-	-
REVENUES & OTHER SOURCES OVER/ UNDER) EXPENDITURES & OTHER (USES	(1,826,828)	241,249.33	(1,265,737.94)	(802,339.39)	(229,051.05)	(468,590.81)	56.08
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22 - SOLID WASTE FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
							Budget Target 75%
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	2,867,043	2,277,322.56	-	589,720.44	260,731.52	265,499.05	79.43
OTHER REVENUE	23,900	22,440.16	-	1,459.84	3,460.49	1,185.12	93.89
TOTAL REVENUES	2,890,943	2,299,762.72	-	591,180.28	264,192.01	266,684.17	79.55
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EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,131,893	773,000.45	-	358,892.97	83,390.07	87,164.42	68.29
PUR PROF/TECH SRVS	20,000	46.38	-	19,953.62	13.59	32.79	0.23
PUR PROP SRVS & OTH SRVS	210,624	170,473.46	(7,715.18)	47,865.72	17,132.83	3,421.05	77.27
SUPPLIES	221,100	298,763.73	2,636.87	(80,300.60)	40,422.06	35,185.84	136.32
CAPITAL OUTLAY	71,000	57,602.60	-	13,397.40	1,015.56	18,212.00	81.13
MISCELLANEOUS	502,600	337,308.69	40,732.46	124,558.85	44,264.31	47,013.06	75.22
SANITATION	2,157,217	1,637,195.31	35,654.15	484,367.96	186,238.42	191,029.16	77.55
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	91,543	61,970.50	-	29,572.50	6,452.50	10,918.00	67.70
PUR PROP SRVS & OTH SRVS	26,564	26,154.01	-	409.99	2,447.08	3,011.08	98.46
DEBT SERVICE	111,275	96,125.00	-	15,150.00	-	-	86.39
MISCELLANEOUS	213,930	162,827.17	-	51,102.83	17,619.17	21,873.81	76.11
ORGANIZATIONAL	443,312	347,076.68	-	96,235.32	26,518.75	35,802.89	78.29
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	2,600,529	1,984,271.99	35,654.15	580,603.28	212,757.17	226,832.05	77.67
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REVENUES OVER/(UNDER) EXPENDITURES	290,414	315,490.73	(35,654.15)	10,577.00	51,434.84	39,852.12	96.36

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Budget
Target
75%

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,644,850	1,933,602.66	-	711,247.34	209,045.15	250,962.23	73.11
SEWER SYSTEMS	2,731,838	2,004,008.98	-	727,829.02	210,345.08	265,721.89	73.36
OTHER REVENUES	-	53,591.60	-	(53,591.60)	6,385.49	6,943.71	-
OTHER REVENUES	61,710	58,343.02	-	3,366.98	1,666.54	4,461.17	94.54
TOTAL REVENUES	5,438,398	4,049,546.26	-	1,388,851.74	427,442.26	528,089.00	74.46
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	221,584	148,511.54	-	73,072.46	17,885.44	17,698.60	67.02
PURCHASED PROF/TECH SRVS	30,208	19,224.02	488.00	10,495.98	244.00	488.00	65.25
PUR PROP SRVS & OTH SRVS	87,165	62,935.12	2,021.47	22,208.41	4,535.01	3,850.62	74.52
SUPPLIES	52,838	33,910.08	528.28	18,399.64	5,809.32	2,645.94	65.18
MISCELLANEOUS	38,151	29,083.29	306.00	8,761.71	3,135.39	3,367.59	77.03
UTILITY BILLING & COLLEC	429,946	293,664.05	3,343.75	132,938.20	31,609.16	28,050.75	69.08
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	104,313	68,755.15	-	35,557.85	7,983.04	8,069.25	65.91
PURCHASED PROF/TECH SRVS	47,000	-	-	47,000.00	-	-	-
PUR PROP SRVS & OTH SRVS	20,728	14,015.47	1,071.87	5,640.66	1,888.90	1,546.51	72.79
SUPPLIES	6,900	3,217.06	(5.00)	3,687.94	361.44	116.88	46.55
MISCELLANEOUS	1,000	701.00	-	299.00	20.00	90.00	70.10
UTILITY ADMINISTRATION	179,941	86,688.68	1,066.87	92,185.45	10,253.38	9,822.64	48.77
WATER PLANT							
SALARIES & WAGES/BENEFIT	422,220	273,656.44	-	148,563.56	32,597.19	34,652.35	64.81
PURCHASED PROF/TECH SRVS	45,900	26,849.72	18,369.00	681.28	6,776.18	863.40	98.52
PUR PROP SRVS & OTH SRVS	328,122	162,337.84	43,260.00	122,524.16	16,434.10	16,216.34	62.66
SUPPLIES	398,880	256,791.94	42,610.61	99,477.45	29,067.29	22,494.38	75.06
CAPITAL OUTLAY	65,320	66,742.49	(25,329.00)	23,906.51	-	-	63.40
MISCELLANEOUS	71,030	50,643.56	(4,800.00)	25,186.44	950.00	3,337.50	64.54
WATER PLANT	1,331,472	837,021.99	74,110.61	420,339.40	85,824.76	77,563.97	68.43
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	259,661	149,277.53	-	110,383.47	17,215.65	20,842.59	57.49
PUR PROP SRVS & OTH SRVS	18,300	3,209.08	4,508.78	10,582.14	707.28	30.00	42.17
SUPPLIES	45,900	34,495.14	1,080.81	10,324.05	2,076.14	10,112.01	77.51
CAPITAL OUTLAY	1,300	1,264.64	-	35.36	-	-	97.28
MISCELLANEOUS	1,420	570.00	-	850.00	-	-	40.14
WATER DISTRIBUTION	326,581	188,816.39	5,589.59	132,175.02	19,999.07	30,984.60	59.53
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	303,948	162,982.88	-	140,965.12	20,364.72	21,386.05	53.62
PUR PROP SRVS & OTH SRVS	365,900	126,414.15	4,903.81	234,582.04	14,430.94	18,670.71	35.89
SUPPLIES	101,400	61,822.67	5,500.95	34,076.38	2,707.98	3,188.00	66.39
CAPITAL OUTLAY	4,100	15,126.00	(19,300.00)	8,274.00	-	-	(101.80)
MISCELLANEOUS	1,961	1,067.00	-	894.00	-	-	54.41
SEWER COLLECTION	777,309	367,412.70	(8,895.24)	418,791.54	37,503.64	43,244.76	46.12

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56 - UTILITY FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED	Budget Target 75%
SEWER PLANT								
SALARIES & WAGES/BENEFIT	256,611	113,940.73	-	142,670.27	14,773.33	12,353.91	44.40	
PURCHASED PROF/TECH SRVS	57,564	21,918.00	5,316.00	30,330.00	4,295.50	2,019.00	47.31	
PUR PROP SRVS & OTH SRVS	576,470	220,115.61	662.00	355,692.39	28,105.56	19,962.61	38.30	
SUPPLIES	96,840	59,848.61	212.86	36,778.53	3,769.19	8,047.01	62.02	
CAPITAL OUTLAY	1,130	1,129.14	-	0.86	-	-	99.92	
MISCELLANEOUS	151,181	124,647.88	-	26,533.12	29,461.00	13,300.00	82.45	
SEWER PLANT	1,139,796	541,599.97	6,190.86	592,005.17	80,404.58	55,682.53	48.06	
ORGANIZATIONAL								
PURCHASED PROF/TECH SRVS	69,297	51,120.75	-	18,176.25	4,340.00	16,960.75	73.77	
PUR PROP SRVS & OTH SRVS	67,000	56,753.46	-	10,246.54	6,305.94	6,305.94	84.71	
DEBT SERVICE	500	-	-	500.00	-	-	-	
MISCELLANEOUS	412,620	313,925.25	-	98,694.75	34,858.50	34,858.50	76.08	
ORGANIZATIONAL	549,417	421,799.46	-	127,617.54	45,504.44	58,125.19	76.77	
TOTAL EXPENDITURES	4,734,462	2,737,003.24	81,406.44	1,916,052.32	311,099.03	303,474.44	59.53	
REVENUES OVER/(UNDER) EXPENDITURES	703,936	1,312,543.02	(81,406.44)	(527,200.58)	116,343.23	224,614.56	174.89	
TRANSFER IN	(1,093,554)	(1,002,367.05)	-	(91,186.95)	(30,495.15)	(30,495.15)	91.66	
TRANSFER OUT	-	-	-	-	-	-	-	
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(389,618)	310,175.97	(81,406.44)	(618,387.53)	85,848.08	194,119.41	-	

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							Budget Target 75%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	993,616	953,600.16	-	40,015.84	-	85,094.98	95.97
MISCELLANEOUS	-	4,172.50	-	(4,172.50)	-	-	-
DEBT SERVICE	993,616	957,772.66	-	35,843.34	-	85,094.98	96.39
TOTAL EXPENDITURES	993,616	957,772.66	-	35,843.34	-	85,094.98	96.39
REVENUES OVER/(UNDER) EXPENDITURES	(993,616)	(957,772.66)	-	(35,843.34)	-	(85,094.98)	96.39
TRANSFER IN	1,093,854	1,002,367.05	-	91,486.95	30,495.15	30,495.15	91.64
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	100,238	44,594.39	-	55,643.61	30,495.15	(54,599.83)	44.49

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Budget Target 75%

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	7,000	5,517.58	-	1,482.42	640.00	431.00	78.82
TOTAL REVENUES	7,000	5,517.58	-	1,482.42	640.00	431.00	78.82
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EXPENDITURE SUMMARY							
MUNICIPAL COURT							
PURCHASED PROF/TECH SRVS	1,070	-	870.00	200.00	-	-	81.31
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	1,070	-	870.00	200.00	-	-	81.31
TOTAL EXPENDITURES	1,070	-	870.00	200.00	-	-	81.31
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	5,930	5,517.58	(870.00)	1,282.42	640.00	431.00	93.05

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							Budget Target 75%
21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	5,242.12	-	757.88	476.00	420.00	87.37
TOTAL REVENUES	6,000	5,242.12	-	757.88	476.00	420.00	87.37
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
CAPITAL OUTLAY	-	7,514.33	-	(7,514.33)	-	-	-
MUNICIPAL COURT	-	7,514.33	-	(7,514.33)	-	-	-
TOTAL EXPENDITURES	-	7,514.33	-	(7,514.33)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	6,000	(2,272.21)	-	8,272.21	476.00	420.00	(37.87)

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Budget Target 75%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	1,112.68	-	(1,112.68)	105.59	103.54	-
TOTAL REVENUES	-	1,112.68	-	(1,112.68)	105.59	103.54	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	1,112.68	-	(1,112.68)	105.59	103.54	-

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25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	1,241.38	-	(241.38)	124.22	120.40	124.14
TOTAL REVENUES	1,000	1,241.38	-	(241.38)	124.22	120.40	124.14
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	1,241.38	-	(241.38)	124.22	120.40	124.14

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26 - PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	30,000	48,256.41	-	(18,256.41)	20,901.22	0.60	160.85
TOTAL REVENUES	30,000	48,256.41	-	(18,256.41)	20,901.22	0.60	160.85
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	25,000	-	-	25,000.00	-	-	-
PARKS	25,000	-	-	25,000.00	-	-	-
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	25,000	-	-	25,000.00	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	5,000	48,256.41	-	(43,256.41)	20,901.22	0.60	965.13

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27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	4,605	3,720.00	-	885.00	-	-	80.78
TOTAL REVENUES	4,605	3,720.00	-	885.00	-	-	80.78
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	1,091.24	(1,299.49)	208.25	-	-	-
ADMINSTRATION	-	1,091	(1,299)	208	-	-	-
TOTAL EXPENDITURES	-	1,091	(1,299)	208	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	4,605	2,628.76	1,299.49	676.75	-	-	85.30

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Budget Target 75% % RECEIV. EXPENDED
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28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	48,240.00	-	(48,240.00)	-	12,510.00	-
FORFEIT LOCAL	60,000	6,189.71	-	53,810.29	-	-	10.32
TOTAL REVENUES	60,000	54,429.71	-	5,570.29	-	12,510.00	90.72
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	20,000	2,235.00	3,200.00	14,565.00	-	-	27.18
SUPPLIES	32,000	25,235.56	1,190.35	5,574.09	11,637.80	10,321.89	82.58
CAPITAL OUTLAY	4,000	956.93	-	3,043.07	-	129.99	23.92
MISCELLANEOUS	4,000	-	-	4,000.00	-	-	-
POLICE	60,000	28,427.49	4,390.35	27,182.16	11,637.80	10,451.88	54.70
TOTAL EXPENDITURES	60,000	28,427.49	4,390.35	27,182.16	11,637.80	10,451.88	54.70
REVENUES OVER/(UNDER) EXPENDITURES	-	26,002.22	(4,390.35)	(21,611.87)	(11,637.80)	2,058.12	-

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Budget
Target
75%

30 -MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	503,161	179,795.37	-	323,365.39	5,043.92	14,982.84	35.73
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	503,161	179,795.37	-	323,365.39	5,043.92	14,982.84	35.73
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	296,917	129,431.12	-	167,485.88	(1,288.33)	6,554.05	43.59
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	191,260.92	174,781.35	(2,370.00)	18,849.57	111,085.00	-	90.14
POLICE	488,177.92	304,212.47	(2,370.00)	186,335.45	109,796.67	6,554.05	61.83
FIRE							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
FIRE	-	-	-	-	-	-	-
STREETS, ALLEY, OTHER							
SUPPLIES	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
STREETS, ALLEY, OTHER	-	-	-	-	-	-	-
PARKS							
SALARIES OF EMPLOYEES	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
AMIGOS DEL VALLE GREEN R	-	-	-	-	-	-	-
LIBRARY							
PURCHASED PROF/TECH SRVS	2,400	1,689.99	-	710.20	1,689.99	-	70.41
PUR PROP SRVS & OTH SRVS	7,679	7,441.00	-	237.64	-	-	96.91
SUPPLIES	2,721	-	2,099.81	621.64	-	-	77.16
CAPITAL OUTLAY	1,683	1,292.70	-	390.50	-	-	76.80
MISCELLANEOUS	500	-	-	500.00	-	-	-
LIBRARY	14,983	10,423.69	2,099.81	2,459.98	1,689.99	-	83.58
SANITATION							
SALARIES OF EMPLOYEES	-	-	-	-	-	-	-
EQUIPMENT SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	503,161.40	314,636.16	(270.19)	188,795.43	111,486.66	6,554.05	62.48
REVENUES OVER/(UNDER) EXPENDITURES	(1)	(134,840.79)	270.19	134,569.96	(106,442.74)	8,428.79	21,026,656.25

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							Budget Target 75%
32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	10,000	1,645.00	-	8,355.00	-	-	16.45
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	10,000	1,645.00	-	8,355.00	-	-	16.45
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	10,000	1,645.00	8,355.00	-	-	-	100.00
POLICE	10,000	1,645.00	8,355.00	-	-	-	100.00
TOTAL EXPENDITURES	10,000	1,645.00	8,355.00	-	-	-	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	(8,355.00)	8,355.00	-	-	-

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							Budget Target 75%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	30,000	14,967.96	-	15,032.04	1,433.59	1,723.64	49.89
FINES & FEES	10,000	45,844.05	-	(35,844.05)	-	40,650.00	458.44
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	40,000	60,812.01	-	(20,812.01)	1,433.59	42,373.64	152.03
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	43,100	117,719.13	-	(74,619.13)	10,000.00	9,600.00	273.13
CITY EVENTS	43,100	117,719.13	-	(74,619.13)	10,000.00	9,600.00	273.13
MISCELLANEOUS DEPT							
MISCELLANEOUS	8,000	1,547.27	-	6,452.73	-	-	19.34
MISCELLANEOUS DEPT	8,000	1,547.27	-	6,452.73	-	-	19.34
TOTAL EXPENDITURES	51,100	119,266.40	-	(68,166.40)	10,000.00	9,600.00	233.40
REVENUES OVER/(UNDER) EXPENDITURES	(11,100)	(58,454.39)	-	47,354.39	(8,566.41)	32,773.64	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(11,100)	(58,454.39)	-	47,354.39	(8,566.41)	32,773.64	526.62

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Budget Target 75%

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
FORFEIT FEDERAL	60,000	83,778.79	-	(23,778.79)	1,199.64	4,950.90	139.63
TOTAL REVENUES	60,000	83,778.79	-	(23,778.79)	1,199.64	4,950.90	139.63
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	(180.00)	-	180.00	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	4,634.74	(5,027.74)	393.00	-	-	-
MISCELLANEOUS	-	293.00	-	(293.00)	-	-	-
POLICE	-	4,747.74	(5,027.74)	280.00	-	-	-
TOTAL EXPENDITURES	-	4,747.74	(5,027.74)	280.00	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	60,000.00	79,031.05	5,027.74	(24,058.79)	1,199.64	4,950.90	140.10

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							Budget Target 75%
36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	1,784,049	1,746,718.78	-	37,330.22	27,558.04	28,021.45	97.91
OTHER REVENUE	-	11.45	-	(11.45)	1.50	1.67	-
TOTAL REVENUES	1,784,049	1,746,730.23	-	37,318.77	27,559.54	28,023.12	97.91
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	1,567,650	1,290,237.50	-	277,412.50	-	-	82.30
MISCELLANEOUS	-	4,172.50	-	(4,172.50)	-	-	-
ORGANIZATIONAL EXPENSE	1,567,650	1,294,410.00	-	273,240.00	-	-	82.57
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	1,567,650.00	1,294,410.00	-	273,240.00	-	-	82.57
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	216,399	452,320.23	-	(235,921.23)	27,559.54	28,023.12	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	216,399	452,320.23	-	(235,921.23)	27,559.54	28,023.12	209.02
	=====	=====	=====	=====	=====	=====	=====

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44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	-	100,214.40	-	(100,214.40)	100,214.40	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	-	100,214.40	-	(100,214.40)	100,214.40	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	100,214	-	(100,214)	100,214.40	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	(100,214.40)	-	100,214.40	(100,214.40)	-	-

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45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%	
							% RECEIV.	EXPENDED
REVENUE SUMMARY								
INTERGOV'T REVENUE	-	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY								
LIBRARY	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-	-
LONG TERM DEBT								
DEBT SERVICE	-	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-	-

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48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
Other Revenue	-	34,299.41	-	(34,299.41)	3,898.28	3,976.69	-
TOTAL REVENUES	-	34,299.41	-	(34,299.41)	3,898.28	3,976.69	-
=====							
EXPENDITURE SUMMARY							
DEBT SERVICE							
COST OF ISSUANCE	-	5,206.67	-	(5,206.67)	369.51	4,837.16	-
CAPITAL OUTLAY	-	110,685.00	-	(110,685.00)	7,890.00	-	-
STREET	-	115,891.67	-	(115,891.67)	8,259.51	4,837.16	-
TOTAL EXPENDITURES	-	115,891.67	-	(115,891.67)	8,259.51	4,837.16	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	(81,592.26)	-	81,592.26	(4,361.23)	(860.47)	-

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52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	1,385.25	-	(1,385.25)	-	-	-
TOTAL REVENUES	-	1,385.25	-	(1,385.25)	-	-	-
EXPENDITURE SUMMARY							
STREET							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	181,580	51,741.20	104,292.00	25,546.99	2,004.19	37,566.62	85.93
STREET	181,580	51,741.20	104,292.00	25,546.99	2,004.19	37,566.62	85.93
TOTAL EXPENDITURES	181,580	51,741.20	104,292.00	25,546.99	2,004.19	37,566.62	85.93
REVENUES OVER/(UNDER) EXPENDITURES	(181,580)	(50,355.95)	(104,292.00)	(26,932.24)	(2,004.19)	(37,566.62)	85.17

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54-2014 BOND FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	900	-	-	900.00	-	-	-
TOTAL REVENUES	900	-	-	900.00	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	578,966	224,016.98	103,028.07	251,920.95	(2,004.19)	4,008.38	56.49
WATER DISTRIBUTION	578,966	224,016.98	103,028.07	251,920.95	(2,004.19)	4,008.38	56.49
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	578,966.00	224,016.98	103,028.07	251,920.95	(2,004.19)	4,008.38	56.49
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(578,066)	(224,016.98)	(103,028.07)	(251,020.95)	2,004.19	(4,008.38)	(56.49)

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24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2017-2018	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	May-18	Jun-18	Budget Target 75%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	850,000	615,800.92	-	234,199.08	91,736.13	74,502.38	72.45
OTHER REVENUE	4	8,120.36	-	8,124.36	3.75	2.10	203,009.00
OTHR FINANCING SOURCES/U	755,000	540,259.52	-	214,740.48	-	-	71.56
TOTAL REVENUES	1,605,004	1,164,180.80	-	457,063.92	91,739.88	74,504.48	72.53
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	147,060	75,962.94	-	71,097.06	7,382.18	7,401.33	51.65
PURCHASED PROF/TECH SRVS	118,400	74,174.85	-	44,225.15	7,500.00	2,410.00	62.65
PUR PROP SRVS & OTH SRVS	70,200	51,243.70	-	18,956.30	12,131.54	470.99	73.00
SUPPLIES	9,764	12,012.89	-	(2,248.75)	999.30	785.84	123.03
CAPITAL OUTLAY	20,000	504.45	-	19,495.55	37.52	37.52	2.52
DEBT SERVICE	350,080	255,269.17	-	94,810.69	15,646.62	15,646.62	72.92
MISCELLANEOUS	94,500	58,507.95	-	35,992.05	119,998.34	(77,754.50)	61.91
SAN JUAN ECONOMIC DEV	810,004	527,675.95	-	282,328.05	163,695.50	(51,002.20)	65.14
OTHER PROJECTS							
MISCELLANEOUS	755,000	723,009.08	-	31,990.92	1,166.25	130,798.81	95.76
RETAIL INCENTIVES	40,000	27,802.61	-	12,197.39	-	27,802.61	69.51
OTHER PROJECTS	795,000	750,811.69	-	44,188.31	1,166.25	158,601.42	94.44
TOTAL EXPENDITURES	1,605,004	1,278,487.64	-	326,516.36	164,861.75	107,599.22	79.66
REVENUES OVER/(UNDER) EXPENDITURES	-	(114,306.84)	-	130,547.56	(73,121.87)	(33,094.74)	-

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 24, 2018

Consider Approval of City of San Juan, Texas Quarterly Investment Report dated June 30, 2018 as Required by the Public Funds Investment Act. (PFIA)

STAFF COMMENTS AND RECOMMENDATIONS:

STAFF COMMENTS AND RECOMMENDATION:

The Public Funds Investment Act (PFIA) of 1987 requires quarterly reporting by the Investment Officer to the Governing Body. Accurate and timely reporting assures compliance with the investment strategies and policies in accordance with the City's written investment policy

RECOMMENDATION:

RECOMMENDATION:

Approve the City of San Juan, Texas, Quarterly Investment Report dated June 30, 2018, as required by the Public Funds Investment Act (PFIA).

PREPARED BY:

Leroy Gonzales,
Interim Director

APPROVED BY:

Benjamin Arjona, City
Manager

City of San Juan, Texas

Investment Report

As of June 2018

Investments by Maturity Date

		FUND	Investment at Cost	Market Value	Current Yield	Maturity Date
CROWN BANK	PCB WEALTH MGMT	General	249,000.00	249,000.00	1.915%	9/18/2018
CAPITAL BANK, NA	PCB WEALTH MGMT	General	249,000.00	249,000.00	1.770%	8/12/2018
FIRST BANK AND TRUST	PCB WEALTH MGMT	General	249,000.00	249,000.00	1.900%	9/15/2018
RELIANCE BANK	PCB WEALTH MGMT	General	249,000.00	249,000.00	2.010%	9/23/2018
PREMIER BUSINESS BANK	PCB WEALTH MGMT	General	249,000.00	249,000.00	1.900%	9/19/2018
PREMIER BUSINESS BANK	PCB WEALTH MGMT	SOLID WASTE	249,000.00	249,000.00	1.850%	9/10/2018
THE FAIRFIELD NATL BK #60230	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.825%	7/12/2018
CRESTMARK BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	2.000%	9/22/2018
CORNERSTONE BK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.890%	8/20/2018
FORTIS PRIVATE BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.825%	8/17/2018
FIRST NATL COMM BK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.850%	7/22/2018
FINWISE BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.890%	9/17/2018
FSB OF BLAKEY	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.805%	7/8/2018
FIELDPOINT PRIV B&T	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.800%	7/9/2018
PAN AMERICAN B&T	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.801%	8/18/2018
MOUNTAIN COMMERCE BK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.810%	7/21/2018
MARLIN BUS BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.950%	9/27/2018
BK OF THE OZARKS	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.770%	7/20/2018
REGENT BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.760%	7/16/2018
STONE BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.810%	8/12/2018
SURETY BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.830%	8/11/2018
WEST POINTE BANK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.780%	8/5/2018
VOLUNTEER STATE BK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.830%	7/12/2018
WASHINGTON BUS BK	PCB WEALTH MGMT	UTILITY	249,000.00	249,000.00	1.845%	7/22/2018
BANK OF BELLEVILLE	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.820%	8/1/2018
AMERICAN METRO BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.980%	10/29/2018
BANK OF MONTANA	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.850%	7/24/2018
BATH SAVINGS INST	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.840%	7/22/2018
EQUITY BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	2.000%	8/5/2018
EAGLE COMMUNITY BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.875%	1/1/2018
FCB OF THE HEARTLAND	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.812%	7/22/2018
HERITAGE STATE BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	2.021%	10/30/2018
SECURITY STATE BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	2.005%	10/30/2018
HURON COMM BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.900%	8/1/2018
TCM BANK, NA	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	1.750%	7/23/2018
TUSTIN COMM BANK	PCB WEALTH MGMT	2017 BOND	249,000.00	249,000.00	2.020%	10/30/2018
			8,964,000.00	8,964,000.00		
Averager Weighted Yield					1.819%	

Fund Allocation Summary

Book and Market Value

	Fund Total	Texpool	PCB WEALTH MGMT
Solid Waste	249,638.78	638.78	249,000.00
Parks Development	381.83	381.83	-
Debt Service	1,129.27	1,129.27	-
Utility Fund	4,483,171.14	1,171.14	4,482,000.00
General Fund	1,246,718.99	1,718.99	1,245,000.00
Capital Projects	-	-	-
Federal Forfeiture	-	-	-
2017 BOND	2,988,000.00	-	2,988,000.00
Sub-total	\$ 8,969,040.01	\$ 5,040.01	\$ 8,964,000.00
EDC-Sales Tax Fund	1,381.70	1,381.70	-
EDC Revolving Fund	817.06	817.06	-
Total	\$ 8,971,238.77	\$ 7,238.77	\$ 8,964,000.00

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	March 2018		June 2018	
		Book Value	Market Value	Book Value	Market Value
Local Governmental Pools	0.00%	7,207.62	7,207.62	7,238.77	7,238.77
CD's/Securities	1.819%	8,715,000.00	8,715,000.00	8,964,000.00	8,964,000.00
Quarterly Interest Income		\$	39,524.56		
YTD Interest		\$	65,829.09		

Book Value Comparison

Description	Coupon/ Discount	Settlement Date	March 2018		Purchase at Cost	Sales Maturities	June 2018	
			Original Face\ Par Value	Book Value			Original Face\ Per Value	Book Value
PCB Wealth Management	1.448%	6/30/2018	8,715,000.00	8,715,000.00	-	-	8,964,000.00	8,964,000.00
Texpool	0.00%	6/30/2018	7,207.62	7,207.62	-	-	7,238.77	7,238.77
Total			\$ 8,722,207.62	\$ 8,722,207.62			\$ 8,971,238.77	\$ 8,971,238.77

Market Value Comparison

Description	Coupon/ Discount	March 2018		Qtr-to Qtr change	June 2018	
		Original Face\ Par Value	Market Price		Original Face\ Per Value	Market Value
PCB Wealth Management	1.448%	9,213,000.00	1.00	-	9,213,000.00	8,964,000.00
Texpool	0.00%	7,183.49	1.00	-	7,207.62	7,238.77
Total		\$ 9,220,183.49	\$ 2.00		\$ 9,220,207.62	\$ 8,971,238.77

CD's/Securities and Texpool

