



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, November 13, 2018

REGULAR MEETING AGENDA
6:30 PM

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENTS**
- V. PRESENTATIONS**
 - A.** Presentation on the Proclamation, Recognizing the Queens of the San Juan Royal Court.
 - B.** Presentation on the Proclamation, Proclaiming November 13th as the One Year Anniversary of the Boys and Girls Club in San Juan.
 - C.** Presentation of the TAAF Bronze Award to the San Juan Parks and Recreation Department.
 - D.** Presentation of Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, San Juan Memorial Library and Department of Sanitation.
 - 1.** Department of Planning and Zoning Monthly Report.

2. Department of Parks and Recreation Monthly Report.

3. San Juan Memorial Library Monthly Report.

4. Department of Sanitation Monthly Report.

E. Status Report on:
Water Treatment Plant No 2.
First Time Sewer Connect
Comprehensive Plan

VI. PUBLIC HEARING/ORDINANCES

A. Consider Adoption of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.004 San Juan Memorial Library of the City of San Juan's Code or Ordinances for the Purpose of Establishing Certain Fees for Library Services.

VII. CONTRACTUALS/RESOLUTIONS

A. Consider, Approve and Enter into an Inter-local Cooperation Agreement between Hidalgo County Pct 2 and the City of San Juan Texas Concerning Reconstruction of Roadway Improvements to a Portion of Hi Line Road from Veterans Boulevard to Stewart Road.

B. Consider, Approve and Enter into an Inter-local Cooperation Agreement between Hidalgo County and the City of San Juan Texas Concerning Reconstruction of Roadway and drainage Improvements on Cesar Chavez Road from Business 83 to Hall Acres Road.

C. Consideration and Approval of a Resolution Approving the Plan of Finance Previously Adopted by the San Juan Economic Development Corporation Pertaining to the Contemplated Issuance of Obligations to be Designated as "San Juan Economic Development Corporation Sales Tax Revenue Refunding Bonds, Series 2018" and Resolving other Matters Related to the Foregoing.

D. Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Garco, Ltd.

- E. Consider Adoption of a Preliminary Budget for Fiscal Year 32 (2019) of the Hidalgo County Urban County Program.
- F. Consider Resolution Authorizing Application Submission and Commitment of Local Match for the "PSJA Tri-City Pedestrian Safety Improvements Project Phase II" Under the Hidalgo County Metropolitan Planning Organization's Fiscal Year 2018-2109 Transportation Alternatives Program.

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

- A. Consider Authorizing City Manager to enter into a Contract Agreement with Memorial Funeral Home of San Juan for Disposal and Cremation of Dead Animals.
- B. Consider the Approval of the San Juan Memorial Library Advisory Board Revised By-Laws.
- C. Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, locate at 200 E. IH2/Expressway 83, as Requested by Claymoore Engineering.
- D. Consider Selecting and Authorizing the City Manager to Enter into a Contract Agreement for the Installation of fencing at the San Juan Municipal Park Softball Fields.
- E. Discussion and Possible Action in Authorizing the City Manager to Advertise for the Position of Municipal Judge.

IX. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq:
 - 1. Pursuant to Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS, Discuss or Deliberate Current, Future and or Pending Projects Regarding Commercial or Finance Information which the EDC is Conducting Economic Development Negotiations and Possible City of San Juan Assistance on Project Square.

X. RECONVENE

- 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.

XI. 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



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

MEMORANDUM

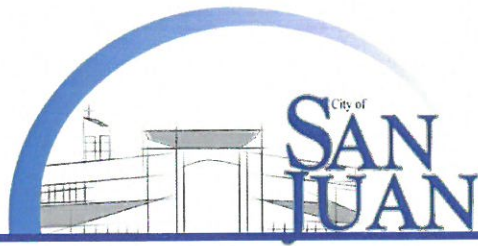
TO: Benjamin Arjona, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 11/06/2018

SUBJECT: Presentation of the TAAF Bronze Award to the San Juan Parks and Recreation Department.

This past September 2018, the Texas Amateur Athletic Federation recognized the City of San Juan Parks and Recreation Department for their growth in participation and training of our youth sports programs. This past summer the City of San Juan was well represented at the TAAF State Games of Texas that were held in College Station, Texas, July 26-29, 2018. Our athletes participated in Track and Field and Tennis and brought home various awards from that competition.



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Leonardo "Lenny" Sanchez
"The Friendly City"

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Roberto Escobar, Director of Planning
DATE: November 13, 2018
SUBJECT: October 2018 Report

The City of San Juan Planning Department is busy processing subdivision plats, rezoning applications, applications for special/conditional use permits, applications for variances and undertaking other duties as listed below.

- 49 building permits were issued with a \$1,233,537.00 in total valuation.
- 165 garage sale permits were issued (\$1,650.00 in revenues).
- Provided customer service and support to 895 people and handled approximately 1,926 calls.
- The building inspectors made approximately 535 inspections.
- Twelve (12) permits were issued for new houses.

SUBDIVISIONS IN PROCESS

- Rio Grande Regional Hospital
- County Park Phase 1
- Perez-Garza
- Kings Apartments
- Las Misiones de San Juan
- Hinojosa Acres
- Ekamp Subdivision

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Chamolandia Snack – 4811 N. Raul Longoria Road
- El Gran Bazar – 302 E. Business 83
- Iglesia Camino de Vida – 2012 N. Raul Longoria Road
- Pronto Insurance – 423 S. Nebraska Avenue
- RGV-PTAC Solutions – 2604 N. Raul Longoria Road
- Puro Jesus – 302 W. Business 83
- Centenario Drive-Thru - 912 E. Business 83

SUBSTANTIAL BUILDING PERMITS ISSUED OR PROCESSED IN THE PAST MONTH

- None

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CONDITIONAL AND SPECIAL USE PERMITS IN PROCESS

- Popeye's Snow Cone – 609 S. Veterans Boulevard

REZONING APPLICATIONS IN PROCESS

- None

VARIANCE APPLICATIONS IN PROCESS

- Variance to the Sign Ordinance for Mercedes-Benz Dealership

ORDINANCES IN PROCESS

- Health Ordinance Procedures and Fees

SUBDIVISIONS RECORDED

- Minnesota Vegas Ranches Phase I Subdivision
- Riveras Heights Re-Plat

UTILITY EASEMENTS

The Planning Department is working on getting three (3) easements that are pending for the First Time Sewer Connection Project. Sixty four (64) easements were obtained from property owners at no cost to the City.

VOLUNTARY ANNEXATION

The Department is working on the annexation of a property located South Nebraska for a proposed Hinojosa Acres Subdivision.

METROPOLITAN PLANNING ORGANIZATION

The Department represents the City of San Juan in the Metropolitan Planning Organization (MPO) Technical Advisory Committee for County-wide transportation planning. Meetings are attended monthly.

HIDALGO COUNTY URBAN COUNTY PROGRAM

During the month of October, the City has a public hearing to solicit input from interested parties on the City's needs under the Urban County Program Fiscal Year 32 (2019). \$295,584.00 will be available in funds to the City of San Juan.

COMPREHENSIVE PLAN PROJECT

Meetings are being held monthly with the project committee and Ann Bagley the project consultant. Our next meeting will be held on Thursday, November 15th. The Committee Meeting will be held on December 6th at the San Juan Memorial Library.

HEALTH DEPARTMENT

The Department is in the process of having a Health Department and hiring a Health Inspector which will be responsible of inspecting all food establishments and conducting food handlers training programs.

October 2018 MONTHLY REPORT

Activity	Total	Valuation	Fees
Commercial	0	\$ -	\$ -
Apartments	0	\$ -	\$ -
New Residence	12	\$ 956,204.00	\$ 3,890.46
Additions	2	\$ 5,700.00	\$ 98.18
Repair/Renew/Remodel/Re-Inspect	14	\$ 26,218.00	\$ 785.25
House Moving	2	\$ 28,000.00	\$ 220.00
Mobile Homes	0	\$ -	\$ -
Carports/D-ways/Sidewalk/Concrete	4	\$ 2,375.00	\$ 98.25
Fences	5	\$ 165,190.00	\$ 748.95
Storage Rooms/Porches/Signs	7	\$ 12,950.00	\$ 226.02
Misc.	3	\$ 36,900.00	\$ 365.00
Total Permits	49	\$ 1,233,537.00	\$ 6,432.11
Plumbing	43	\$ -	\$ 3,970.00
Electrical	43	\$ -	\$ 3,751.00
Mechanical	22	\$ -	\$ 2,110.00
Electrical Licenses	0	\$ -	\$ -
Occupational Licenses	13	\$ -	\$ 520.00
Demolitions	2	\$ -	\$ 110.00
Garage Sales	165	\$ -	\$ 1,641.00
Total Permit:	288		\$ 12,102.00
Grand Total:	337	\$ 1,233,537.00	\$ 18,534.11

Code Enforcement

October 2018 Report

J. Munoz & A. Monroy, Code Enforcement

Inspections Department

October 2018 Report

A. Jaramillo, J. Estrada & I. Cano, Building Inspectors

Illegal Dumping	7	Setbacks	5
Work Orders	28	Foundation	8
Commercial, Abandoned & Junked Vehicles	6	CSI /Backflow	0
Garage Sale Signs & W/out Permits	8	Nail Pattern	18
Rubbish	10	Framing/Poly-Seal/Windstorm	26
Banners & Temp. Signs	0	Rough Electrical	76
Fowl Odor	0	Rough Plumbing	20
Building w/o Permit	11	Rough Mechanical	18
Certified Letters	9	Vents & Pipes	26
Complaints Filed in Court	0	Sewer	10
Towed, Abandoned & Junked Vehicles	1	Gas	9
Street Vendor	0	Driveway/Sidewalk	17
Conducting Business in Residence	1	Insulation	19
		Infiltration	10
Total Code Enforcement Activities	78	Final	21
		Occupational Inspection	
		Mobile Home Inspection	0
		House Inspection	0
Monica Gomez, Zoila Martinez & Janie Soto		Plan Review	50
		Permit Sign Off	46
		Other	156
Total In-Person	895		
Total Call-in's	1926	Total Activities	535



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Diana Cavazos, City Secretary

DATE: 10/23/2018

SUBJECT: Department of Parks and Recreation Monthly Report.

Parks Division, staff continues to maintain our city parks and landscape areas as needed. This past month staff worked on the following areas.

- Employees attended training for safe driving and the proper use of the backhoe.
- Crew leaders began meeting with staff to go over the upcoming holiday task list.
- Evaluating our equipment and servicing all equipment needed to maintain parks properly.
- Parks crew has been continuously working on recreational fields.
- Crews have been working on the portable building that has been delivered to the wetlands.
- **Events Division**, Event Coordinator Ruben Rodriguez and staff having been working the following areas.
- Attended prep meetings for Red Ribbon Week, in preparation for the Parade held on October 27, 2018.
- Coordinated Halloween Festival that took place on October 31, 2018 downtown San Juan in front of City Hall.
- Assisted with the coordination of the 2018 PSJA Homecoming Parade.
- Started preparing for the upcoming Veterans Day event in November.
- Working with all City staff preparing for the upcoming annual Noche De Paz Festival.

Recreation Division, this past month staff has been coordinating and organizing upcoming fall events and leagues.

- **Fall Leagues**- Coaches meeting was held on October 1st for both volleyball and flag football at Amigos Del Valle. Fla Football, Volleyball, and Tackle Football

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commenced the week of October 15. Currently we have 22 flag football teams, 30 volleyball teams, and 5 tackle football teams. Registration is ongoing for boys soccer, girls basketball, and winter baseball.

- **Pack The House-** On October 18, the flag football and tackle football participants were invited to attend the PSJA Beras VS Nikki Rowe football game. The youth participants were allowed to be on the field and observe pre-game warm ups. The youth participants were introduced, ran through the tunnel and lead the Bears onto the field. Great night for all who participated.
- **Halloween festival-** On October 31, our department hosted the 2018 San Juan Halloween Festival. Staff assisted with the kiddie rides, concessions, photo booth, and the costume contest. In addition we showed the movie “Coco” for all to enjoy.

Maintenance Division, staff continues to provide professional maintenance and custodial service throughout the city. The following areas were addressed this past month.

- Staff continues to address the maintenance on AC units throughout the city.
- Prepared all electrical for the annual Halloween Festival on October 31, 2018.
- Staff has been assisting with the issues at the Library to try and get our workrooms up to par.

UPCOMING EVENTS:

November 9, 2018 Veterans Day Ceremony at Austin Middle School

November 21, 2018 City staff Thanksgiving luncheon

December 3, 2018 Lighting of the Christmas Tree at City Hall

December 8, 2018 Noche De Paz



Mayor: Mario Garza
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Jesus “Jesse” Ramirez
Leonardo “Lenny” Sanchez

MEMORANDUM

TO: Mr. Benjamin Arjona, City Manager
FROM: Armandina Sesín, Library Director
DATE: November 2, 2018
SUBJECT: October Monthly Report

Enclosed is the October monthly report including statistics and programs:

For the month of October we had ,120 visitors. Out of those visitors, 797 were here for computer use only. We had 84 new patrons added to our circulation system. We requested and received twenty six (26) Interlibrary Loans (ILL). The library checked out a total of 1,772 items both adult and children’s. We had 156 in-house circulation items. We helped the public with an estimated 628 reference/informational questions. We had 25 children’s programs with an attendance of 161 people. The monthly amount deposited was \$1,658.77 both fines and fees.

Please see the attached statistical report.

During the month of October

- Attended the Directors’ meetings.
- Attended the City Commission meetings.
- Went to City Hall to make the weekly money deposits for the library.
- Attended a meeting of the American-Mexican Association USA (AMA – USA) Initiative at the Mexican Consulate in McAllen.
- Attended the HCLS meeting at the La Joya Municipal Public Library.
- Attended a Celebration of Día de los Muertos at the Mexican Consulate
- Hosted a Halloween Party for the children at the library
- Participated in the City’s Trunk or Treat Festival
- Managed the day to day operations of the San Juan Memorial Library

Meetings to be held in November, 2018

Multipurpose Room

Spanish GED Classes, November 1st thru 29th
Library Advisory Meeting, November 7th
United Health Care, November 8th, 15th, & 29th
Planning & Zoning, November 8th & 15th
EDC Meeting, November 13th & 27th
City Commission Meetings, November 13th & 27th
Directors' meeting, November 14th & 28th
Keep San Juan Beautiful, November 14th
Library's Halloween Party, October 31st

Training Room:

No meetings will be held during the month of November

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**San Juan Memorial Library
October 2018 Statistics**

Statistics	
Total Visitors	2,120
Computer Users	797
Total Checkouts	1,772
In-House Use	156
Inter-Library Loans	26
New Patrons	84
Reference\ Informational Questions	628
FAX transactions	65
Children's Programs	25
Attendance	161

Multipurpose Room Reservations	Attendance
1st Directors Meeting	14
1st PSJA Collegiate Highschool	33
1st Spanish GED Class	7
3rd Spanish GED Class	7
3rd Human Resources - Executive Room	10
3rd Library Board	8
4th Spanish GED Class	7
5th Human Resources	42
5th Human Resources	24
8th Spanish GED Class	8
10th Spanish GED Class	9
10th Keep San Juan Beautiful	5
11th Spanish GED Class	7
15th United Healthcare	1
15th Spanish GED Class	7
16th Human Resources - Executive Room	2
17th Spanish GED Class	9
18th Spanish GED Class	7
22nd United Healthcare	1
22nd City Commission	48
23rd Open Enrollment	103
24th Open Enrollment	104
25th Spanish GED Class	7
25th Planning & Zoning	15
26th Human Resources - Executive Room	4
29th United Healthcare	1
29th Spanish GED Class	6
29th EDC Meeting	16
30th City Work Session	14
31st Spanish GED Class	6
31st Halloween Party	71
Total	603

Checkouts	
DVDs	580
Books Juvenile	975
Books Adult	217
Total	1,772

WiFi Usage	
LibGuest	418
LibStaff	52
LibAdmin	0
Total	470

Study Room Attendance	
Study Rooms	63

Facebook Page	
Likes	4
Visitors	10

SJML Homepage	
Visitors	48,060

Deposits	
Fines	\$ 586.27
Copies	\$ 1,072.50
Total	\$ 1,658.77

Youth & Children's Programs/Attendance

Date	Program	Attendance
Wednesday, October 3, 2018	Toddler Time	4
Wednesday, October 3, 2018	Coloring	3
Thursday, October 4, 2018	Coloring	4
Friday, October 5, 2018	Coloring	2
Tuesday, October 9, 2018	Coloring	1
Wednesday, October 10, 2018	Toddler Time	5
Wednesday, October 10, 2018	Coloring	3
Thursday, October 11, 2018	Game Night	6
Saturday, October 13, 2018	Story Time/Craft	3
Wednesday, October, 17, 2018	Toddler Time	4
Wednesday, October 17, 2018	Coloring	2
Friday, October 19, 2018	Coloring	3
Saturday, October 20, 2018	Movie	5
Tuesday, October 23, 2018	Homework	2
Wednesday, October 24, 2018	Toddler Time	4
Wednesday, October 24, 2018	Coloring	3
Wednesday, October 24, 2018	Movie	4
Thursday, October 25, 2018	Coloring	6
Thursday, October 25, 2018	Game Night	8
Friday, October 26, 2018	Coloring	4
Saturday, October 27, 2018	Coloring	3
Tuesday, October 30, 2018	Coloring	4
Tuesday, October 30, 2018	Homework	3
Wednesday, October 31, 2018	Toddler Time	4
Wednesday, October 31, 2018	Halloween Party	71
Total	25	161



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Diana Cavazos, City Secretary

DATE: 10/23/2018

SUBJECT: Department of Sanitation Monthly Report.

SANITATION DEPARTMENT

- Solid Waste Collection ran on schedule all month. (one commercial front loader down)
- Brush pickup ran month behind schedule in October (Weather)
- Drop off Site – 281 residents
- Service Orders – 52
- Residential – 575.67 Tons
- Commercial – 747.94 Tons
- Roll-Off – 126.68 Tons (Commercial Rental)
- Brush – 485.25

CENTRAL GARAGE

- Work Orders – 43
- Open – 13
- Closed – 19
- Past Due – 11
- Waiting on parts
- 7 Residential Side loaders running
- 1 Commercial Side Loader
- 2 Commercial Front Loaders (1 was down for a week)
- 3 brush trucks (1 down parts obsolete)
- 1 Brush tractor (Grapple)
- 2 Brush Grapple Trucks (1 was down for 3 days)
- 2 Roll trucks (1 is down needs engine overhaul)

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STREETS DEPARTMENT

- Sweeper –Owassa to Easy
- ROW – 34 (Mowing)
- Potholes – 33
- Trimming Trees – 10
- Storm Inlets -0
- Street Signs - 5 Replaced
- Vector Control – Rain (5 Calls)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Adoption of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.004 San Juan Memorial Library of the City of San Juan's Code or Ordinances for the Purpose of Establishing Certain Fees for Library Services.

STAFF COMMENTS AND RECOMMENDATIONS:

On the meeting of October 23, 2018, Commissioner Jesus “Jesse” Ramirez requested to amend current fees for copies. The San Juan Memorial Library is proposing to reduce the current fees from \$0.25 black and white copies per page to \$0.15 and for color copies from \$1.00 to \$0.50 per page.

The changes from the previous ordinance are stricken out.

RECOMMENDATION:

Consider adoption of the new fees for city services ordinance for the San Juan Memorial Library in the first reading.

PREPARED BY:

Armandina Sesin,
Director of Library

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.05 ADMINISTRATIVE FEES, SECTION 1.05.004 SAN JUAN LIBRARY OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES FOR THE PURPOSE OF ESTABLISHING CERTAIN FEES FOR LIBRARY SERVICES PROVIDED BY THE CITY OF SAN JUAN, TEXAS; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR TEXAS OPEN MEETINGS COMPLIANCE; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the City of San Juan provides Library Services to the community and a fee is necessary to offset the operational and administrative costs incurred by the City in doing so; and

WHEREAS, the City of San Juan currently provides for the fees associated with the library services in under Chapter 1, Article 1.05, Section 1.05.004 of the City of San Juan Code of Ordinances; and

WHEREAS, after review of the current fees, the City Commission desires to amend such fees.

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

SECTION 1: CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.05 ADMINISTRATIVE FEES, SECTION 1.05.004 SAN JUAN OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES is hereby amended to delete the stricken out language under paragraphs a., b., i. and j. and add the new fees as indicated in the respective paragraphs below:

Sec. 1.05.004 San Juan Library

a.	Black and white copies (per page)	\$0.25 \$0.15
b.	Color copies (per page)	\$1.00 \$0.50
c.	Fax machine (per page)	\$1.00
d.	Book late fee (charged per day per book)	\$0.15
e.	Movie late fee (charged per day per movie)	\$1.00
f.	Lost or damaged book	price of book plus \$5.00 processing fee
g.	Lost or damaged movie	price of movie plus \$5.00 processing fee
h.	Scanning (per page)	\$0.25
i.	Computer printouts (black and white per page)	\$0.25 \$0.15
j.	Computer printouts (color per page)	\$1.00 \$0.50
k.	Disc cleaning (per disc)	\$1.50
l.	Lost library card	
	(1) First time	\$1.00
	(2) Second time	\$2.50
	(3) Third time and thereafter	\$5.00

SECTION 2. Effective Date. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until fifteen (15) days has passed after its first reading.

SECTION 3. Publication. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Texas.

SECTION 4. Severability. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 5. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approved and confirms such written notice and the contents and posting thereof.

SECTION 6. Repealer Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 13th day of November, 2018.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of _____, 2018.

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana Cavazos
City Secretary

APPROVED AS TO FORM:

Ricardo Palacios
City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN,
TEXAS AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the _____ day of _____, 2018, by and between the **CITY OF SAN JUAN, TEXAS**, hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to undertake certain reconstruction roadway improvements to a portion of Hi Line Road from Veterans Boulevard to Stewart Road consisting of approximately 3,930 linear feet of which 3,455 linear feet lies within the jurisdiction of the County and approximately 475 linear feet lies within the corporate jurisdiction of the City (the "Road");

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of both the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.
2. County agrees to provide all labor, machinery and material necessary for reconstruction of the Road.
3. County will, to the extent reasonably possible, follow the County's standard specifications for reconstruction of the Road improvements unless otherwise agreed in writing by both parties.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN

ATTEST:

City Secretary

Mario Garza, Mayor

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City of San Juan and the County desire to jointly undertake a road reconstruction improvement project for Hi Line Road from Veterans Boulevard to Stewart Road consisting of approximately 3,930 linear feet of which 3,455 linear feet lies within the jurisdiction of the County and approximately 475 linear feet lies within the corporate jurisdiction of the City, through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of San Juan, Texas.

By vote on _____ 2018 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider, Approve and Enter into an Inter-local Cooperation Agreement between Hidalgo County and the City of San Juan Texas Concerning Reconstruction of Roadway and drainage Improvements on Cesar Chavez Road from Business 83 to Hall Acres Road.

STAFF COMMENTS AND RECOMMENDATIONS:

The Hidalgo County agreed the costs to make reconstruction of roadway and drainage improvements to the City of San Juan, Texas, portion of Cesar Chavez from Business 83 to Hall Acres Road at no charge to the City of San Juan, Texas ("City"). The total approximate length of the roadway project is 9,730 linear feet. However, as the City owns the portion of Cesar Chavez Rd. within the area Precinct 2 would like to make improvements to, the precinct must seek permission from the City. Consequently, Hidalgo County is requesting the City to enter into an Inter-Local Cooperation Agreement memorializing the terms of the agreement between Hidalgo County and the City.

RECOMMENDATION:

Approve the Inter-Local Cooperation Agreement between Hidalgo County and the City of San Juan, Texas.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN,
TEXAS AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the _____ day of _____, 2018, by and between the **CITY OF SAN JUAN, TEXAS**, hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to undertake certain reconstruction of roadway and drainage improvements to a portion of Cesar Chavez from US Business 83 to Hall Acres Road consisting of approximately 9,730 linear feet all of which lies within the City (the "Road");

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of both the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.
2. County agrees to provide all labor, machinery and material necessary for reconstruction of the Road.
3. County will, to the extent reasonably possible, follow the County's standard specifications for reconstruction of the Road improvements unless otherwise agreed in writing by both parties.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Assignment.** This Agreement shall not be assignable.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN

ATTEST:

City Secretary

Mario Garza, Mayor

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City of San Juan and the County desire to jointly undertake a road reconstruction and drainage improvement project for Cesar Chavez Road from US Business 83 to Hall Acres Road consisting of approximately 9,730 linear feet all of which lies within the City, through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of San Juan, Texas.

By vote on _____ 2018 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consideration and Approval of a Resolution Approving the Plan of Finance Previously Adopted by the San Juan Economic Development Corporation Pertaining to the Contemplated Issuance of Obligations to be Designated as "San Juan Economic Development Corporation Sales Tax Revenue Refunding Bonds, Series 2018" and Resolving other Matters Related to the Foregoing.

STAFF COMMENTS AND RECOMMENDATIONS:

Authorize City Staff, EDC Staff, the City's Financial Advisor and Bond Counsel to Proceed with this Plan of Finance; and Authorize other Matter Related to the Foregoing.

RECOMMENDATION:

Approve as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS APPROVING THE PLAN OF FINANCE PREVIOUSLY ADOPTED BY THE SAN JUAN ECONOMIC DEVELOPMENT CORPORATION PERTAINING TO THE CONTEMPLATED ISSUANCE OF OBLIGATIONS TO BE DESIGNATED AS “SAN JUAN ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2018” AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the Board of Directors of the San Juan Economic Development Corporation (the *Corporation*) is authorized and empowered to issue approximately \$1,100,000 in refunding obligations (the *Bonds*) for the purpose of (1) discharge and final payment of certain of the Corporation’s outstanding debt obligations (the *Refunded Obligations*) and (2) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas including Chapters 501 and 504, as amended, Texas Local Government Code, and Chapter 22, as amended, Texas Business and Organizations Code; and

WHEREAS, the Corporation has previously retained Hilltop Securities Inc., Pharr, Texas (the *Financial Advisor*), and Norton Rose Fulbright US LLP, San Antonio, Texas (the *Bond Counsel*), as its Financial Advisor and Bond Counsel, respectively, relating to the proposed issuance of any debt by the Corporation; and

WHEREAS, the Financial Advisor has previously presented a plan of finance (the *Plan of Finance*) describing a methodology to refinance the Refunded Obligations, among other matters, and the Board of Directors authorized the Financial Advisor, Bond Counsel, and Corporation staff to coordinate the sale of the Bonds by the Corporation, all as set forth in a resolution adopted by the Board of Directors of the Corporation on October 29, 2018, a form of which is attached hereto as Exhibit A; and

WHEREAS, the City Commission (the *Commission*) of the City of San Juan, Texas (the *City*) hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

SECTION 1. The resolution authorizing the Plan of Finance adopted by the Corporation on October 29, 2018, and submitted to the Commission on this day, is hereby approved in all respects. The City acknowledges that the Bonds will be issued to provide for the (1) discharge and final payment of the Refunded Obligations, and (2) payment of the costs of issuance of the Bonds.

SECTION 2. The Commission acknowledges that the Financial Advisor and Bond Counsel will assist the Corporation staff in the preparation of any disclosure documents to be used in connection with the negotiated sale, or financial institution competitive private sale, of the Bonds.

SECTION 3. The Commission acknowledges that the Financial Advisor will also coordinate the sale of the Bonds and will otherwise coordinate the financial aspects relating to this transaction, including the selection of underwriters, if any, to ensure that the Corporation receives the lowest possible interest rate on the Bonds and complies with all applicable regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board.

SECTION 4. The Commission acknowledges that the President, Vice President, Secretary, Executive Director, and Corporation Attorney, as appropriate, are authorized to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents, including a resolution authorizing the issuance of the Bonds, such resolution to be formally approved at a future meeting of the Board of Directors and subsequently approved by the Commission of the City, as required by applicable law.

SECTION 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commission.

SECTION 6. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commission hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9. It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this the 13th day of November, 2018.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A

Corporation Plan of Finance Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SAN JUAN ECONOMIC DEVELOPMENT CORPORATION PLAN OF FINANCE PERTAINING TO THE CONTEMPLATED ISSUANCE OF OBLIGATIONS TO BE DESIGNATED AS "SAN JUAN ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2018"; AUTHORIZING THE CORPORATION STAFF AND THE CORPORATION'S FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED WITH THIS PLAN OF FINANCE; AND AUTHORIZING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the Board of Directors of the San Juan Economic Development Corporation (the *Corporation*) is authorized and empowered to issue approximately \$1,100,000 in refunding obligations (the *Bonds*) for the purpose of (1) discharge and final payment of certain of the Corporation's outstanding debt obligations (the *Refunded Obligations*) and (2) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas including Chapters 501 and 504, as amended, Texas Local Government Code, and Chapter 22, as amended, Texas Business and Organizations Code; and

WHEREAS, the Corporation has previously retained Hilltop Securities Inc., Pharr, Texas (the *Financial Advisor*), and Norton Rose Fulbright US LLP, San Antonio, Texas (the *Bond Counsel*), as its Financial Advisor and Bond Counsel, respectively, relating to the proposed issuance of any debt by the Corporation; and

WHEREAS, on this date the Financial Advisor has presented a plan of finance (the *Plan of Finance*) describing a methodology to refinance the Refunded Obligations, among other matters, and Corporation staff recommends that the Board of Directors authorize the issuance of the Bonds; and

WHEREAS, the Board of Directors hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Corporation; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JUAN ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Financial Advisor is hereby authorized to coordinate the sale of the Bonds by the Corporation with the Corporation staff and Bond Counsel, to apply for and facilitate the acquisition of a municipal bond insurance policy, if any, concerning the repayment of debt service on the Bonds, to apply for and receive ratings on the Bonds from national rating services, if necessary, and to otherwise coordinate the financial aspects relating to this transaction to ensure that the Corporation's sale of the Bonds is accomplished in the most efficient and advantageous manner available, given then-prevailing market conditions, and to comply with all regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board.

SECTION 2. The Financial Advisor and Bond Counsel will assist the Corporation staff in the preparation of any disclosure documents to be used in connection with the negotiated sale, or financial institution competitive private sale, of the Bonds.

SECTION 3. The Financial Advisor will also coordinate the sale of the Bonds and will otherwise coordinate the financial aspects relating to this transaction, including the selection of underwriters, if any, to ensure that the Corporation receives the lowest possible interest rate on the Bonds and complies with all applicable regulations and rules promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rule Making Board.

SECTION 4. The President, Vice President, Secretary, Executive Director, and Corporation Attorney, as appropriate, are authorized to consult and assist the Financial Advisor and Bond Counsel in the preparation of the required financing documents, including a resolution authorizing the issuance of the Bonds, such resolution to be formally approved at a future meeting of the Board of Directors and subsequently approved by the City Commission of the City of San Juan, Texas, as required by applicable law.

SECTION 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Directors.

SECTION 6. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commission hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9. It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this the 24th day of October, 2018.

SAN JUAN ECONOMIC DEVELOPMENT
CORPORATION

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(CORPORATION SEAL)

CERTIFICATE OF CITY SECRETARY

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

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 13th day of November, 2018, the City Commission (the *Commission*) of the City of San Juan, Texas (the *City*) convened in regular session at its regular meeting place of the City (the *Meeting*), the duly constituted members of the Commission being as follows:

Mario Garza	Mayor
Pete Garcia	Mayor Pro Tem
Jesus Ramirez	Commissioner
Ernesto Guajardo	Commissioner
Lenny Sanchez	Commissioner

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS APPROVING THE PLAN OF FINANCE PREVIOUSLY ADOPTED BY THE SAN JUAN ECONOMIC DEVELOPMENT CORPORATION PERTAINING TO THE CONTEMPLATED ISSUANCE OF OBLIGATIONS TO BE DESIGNATED AS "SAN JUAN ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2018" AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING

was introduced and submitted to the Commission for passage and adoption. After presentation and due consideration of the Resolution, a motion was made by Commissioner _____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Commissioner _____ and carried by the following vote:

___ voted "For" ___ voted "Against" ___ abstained

all as shown in the official Minutes of the Commission for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Commission of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Commission was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said

meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this 13th day of November, 2018.

City Secretary
City of San Juan, Texas

(SEAL)



Contacts

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Sales Tax Revenue Refunding Bonds, Series 2018 Plan of Finance

October 29, 2018

San Juan Economic Development Corporation

Table of Contents

1. Municipal Market Update
2. Plan of Finance
3. Next Steps / Schedule of Events

APPENDIX

Discussion of Financing for Future Projects

Municipal Market Update

San Juan Economic Development Corporation

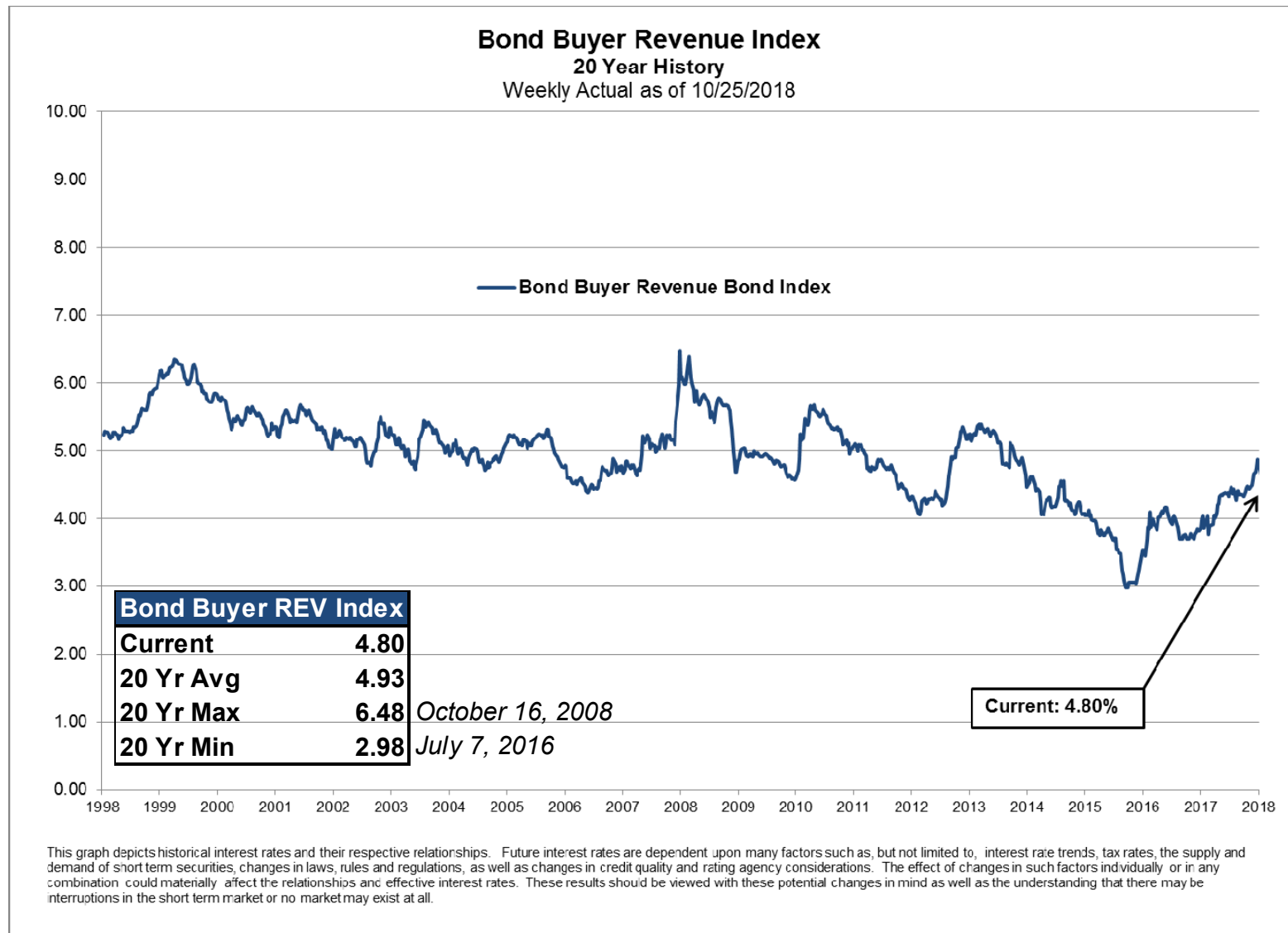
Municipal Market Update



SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Municipal Market Update (Bond Buyer REV Index)

San Juan Economic Development Corporation



Source: The Bond Buyer

Plan of Finance

San Juan Economic Development Corporation

Plan of Finance



SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Plan of Finance – Existing Situation

San Juan Economic Development Corporation

- The San Juan Economic Development Corporation (the “SJEDC”) currently has two debt obligations outstanding:
 - Texas Leverage Fund Loan (“TLF Loan”)
 - \$1,048,575.57 Outstanding prepayable at any time
 - 5.25% Interest Rate; subject to change as Prime Rate changes
 - Prime Rate is equal to Fed Funds Rate + 3%
 - Interest Rate when loan agreement was entered into was 3.25%
 - Last interest rate change from 5% to 5.25% in 9/27/2018
 - Another 0.25% upward change is expected in December 2018 as the Federal Reserve continues to increase the Fed Funds Rate
 - Final maturity of the TLF Loan is April 1, 2025
 - Interlocal Agreement with City for payment of a portion of the Series 2016 General Obligation Refunding Bonds
 - \$1,690,000 Outstanding prepayable until 2/15/2026 (*amount outstanding as of 2/15/2026 would be \$890,000*)
 - 3.18% fixed interest rate
 - Final maturity is February 15, 2032

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Cash Flows – Existing Situation

San Juan Economic Development Corporation

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Fiscal Year Ending 30-Sep	Gross Pledge Senior Lien Texas Leverage Fund Loan ⁽¹⁾	Interlocal Agreement with City for Payment of 2016 Bonds ⁽²⁾	Total San Juan EDC Debt Service Obligations	Last 12-months' of SJEDC Sales Tax Revenues ⁽³⁾	Surplus Cash Flow for Other Purposes	Senior Lien Debt Service Coverage Ratio	ALL Debt Service Coverage Ratio
2019	\$ 190,634	\$ 143,975	\$ 334,609	\$ 926,716	\$ 592,107	4.86x	1.77x
2020	190,756	146,350	337,106	926,716	589,610	4.86x	1.75x
2021	190,756	148,575	339,331	926,716	587,385	4.86x	1.73x
2022	190,756	145,725	336,481	926,716	590,235	4.86x	1.75x
2023	190,756	147,800	338,556	926,716	588,160	4.86x	1.74x
2024	190,756	144,800	335,556	926,716	591,160	4.86x	1.76x
2025	111,274	146,725	257,999	926,716	668,717	8.33x	2.59x
2026	-	167,875	167,875	926,716	758,841	n/a	4.52x
2027	-	167,900	167,900	926,716	758,816	n/a	4.52x
2028	-	167,400	167,400	926,716	759,316	n/a	4.54x
2029	-	166,700	166,700	926,716	760,016	n/a	4.56x
2030	-	165,800	165,800	926,716	760,916	n/a	4.59x
2031	-	164,700	164,700	926,716	762,016	n/a	4.63x
2032	-	168,300	168,300	926,716	758,416	n/a	4.51x
	\$ 1,255,689	\$ 2,192,625	\$ 3,448,314				

(1) Principal balance as of 10/1/2018 is \$1,048,575.57 plus interest at the Prime Rate of 5.25% as of 9/27/2018. Prime Rate changes as the Fed Funds Rate changes. Prime Rate is Fed Funds rate + 3%. The debt service numbers above reflect the debt service schedule sent to the EDC by the State as of 10/10/2018. Prime Rate changed from 5% to 5.25% on 9/27/2018.

(2) Principal balance as of 10/1/2018 is \$1,690,000 at a fixed interest rate of 3.18%.

(3) As Reported by the Texas Comptroller of Public Accounts as of October 2018.

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Plan of Finance – Scenario 1 (Extension and Cash Flow Relief)

San Juan Economic Development Corporation

- The SJEDC has the opportunity to refinance the TLF Loan at a tax-exempt fixed interest rate.
- The SJEDC could fix the interest rate of the TLF Loan (variable rate loan) to lower total fixed debt service payments from approx. \$337,000 to \$258,000 for all SJEDC debt (including the Interlocal Agreement for payment of a portion of the Series 2016 General Obligation Refunding Bonds).
- The Sales Tax Revenue Refunding Bonds, Series 2018 Bonds (the “Bonds”) would be structured over approx. 13 years with semiannual payments in February and August
 - February 15 – principal and interest
 - August 15 – interest only (*except 8/15/2019 which includes a principal payment*)
 - First principal and interest payment on 8/15/2019
 - Final maturity on 2/15/2032

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Plan of Finance – Scenario 1 (Extension and Cash Flow Relief)

San Juan Economic Development Corporation

- The Bonds would be sold as a private placement to a sophisticated investor (i.e. a bank or other financial institution). No bond rating, no public offering of securities, no bond underwriter, limited disclosure and continuing disclosure obligations.
- EDC Staff and Financial Advisor would work with a placement agent to create a competitive environment for a private placement of the Bonds.
- The SJEDC Sales Tax Revenue Bonds, Series 2018 are estimated to be at approx. \$1,085,000
 - Approx. \$1,020,000 payoff of the TLF Loan principal plus interest to payoff date
 - Approx. \$65,000 financing costs
 - \$25,215 Fiscal Fees: financial advisor, paying agent, placement agent, Texas Municipal Advisor Council filing fees
 - \$36,085 Legal Fees: bond counsel, attorney general fees, bond purchaser's counsel
 - \$3,700 Budget Contingency

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Preliminary Cash Flows including the Bonds – Scenario 1

San Juan Economic Development Corporation

A	B	C	D	E	F	G	H	I	J
Fiscal Year Ending 30-Sep	Last 12-months' of SJEDC Sales Tax Revenues ⁽¹⁾	Gross Pledge Senior Lien Texas Leverage Fund Loan ⁽²⁾	Less: TLF Loan Refinanced Debt Service ⁽³⁾	Plus: Sales Tax Revenue Refunding Bonds, \$18 ⁽⁴⁾	Interlocal Agreement with City for Payment of 2016 Bonds ⁽⁵⁾	Total San Juan EDC Debt Service Obligations	Surplus Cash Flow for Other Purposes	Senior Lien Debt Service Coverage Ratio	ALL Debt Service Coverage Ratio
2019	\$ 926,716	\$ 190,634	\$ (143,067)	\$ 140,564	\$ 143,975	\$ 332,106	\$ 594,611	4.93x	2.79x
2020	926,716	190,756	(190,756)	112,375	146,350	258,725	667,991	8.25x	3.58x
2021	926,716	190,756	(190,756)	109,125	148,575	257,700	669,016	8.49x	3.60x
2022	926,716	190,756	(190,756)	110,750	145,725	256,475	670,241	8.37x	3.61x
2023	926,716	190,756	(190,756)	112,125	147,800	259,925	666,791	8.27x	3.57x
2024	926,716	190,756	(190,756)	113,250	144,800	258,050	668,666	8.18x	3.59x
2025	926,716	111,274	(111,274)	114,125	146,725	260,850	665,866	8.12x	3.55x
2026	926,716	-	-	90,375	167,875	258,250	668,466	10.25x	3.59x
2027	926,716	-	-	92,000	167,900	259,900	666,816	10.07x	3.57x
2028	926,716	-	-	93,375	167,400	260,775	665,941	9.92x	3.55x
2029	926,716	-	-	89,625	166,700	256,325	670,391	10.34x	3.62x
2030	926,716	-	-	95,625	165,800	261,425	665,291	9.69x	3.54x
2031	926,716	-	-	91,375	164,700	256,075	670,641	10.14x	3.62x
2032	926,716	-	-	87,125	168,300	255,425	671,291	10.64x	3.63x
		\$ 1,255,689	\$ (1,208,122)	\$ 1,451,814	\$ 2,192,625	\$ 3,692,006			

(1) As Reported by the Texas Comptroller of Public Accounts as of October 2018.

(2) Principal balance as of 10/1/2018 is \$1,048,575.57 plus interest at the Prime Rate of 5.25% as of 9/27/2018. Prime Rate changes as the Fed Funds Rate changes. Prime Rate is Fed Funds rate + 3%. The debt service numbers above reflect the debt service schedule sent to the EDC by the State as of 10/10/2018. Prime Rate changed from 5% to 5.25% on 9/27/2018.

(3) Assumes payoff of TLF Loan in December 2018.

(4) Assumes Sales Tax Revenue Refunding Bonds delivered on 12/19/2018 at a tax-exempt rate of 5% for illustration and discussion purposes only.

(5) Principal balance as of 10/1/2018 is \$1,690,000 at a fixed interest rate of 3.18%.

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Plan of Finance – Scenario 2 (No Extension - fix interest rate only)

San Juan Economic Development Corporation

- The SJEDC has the opportunity to refinance the TLF Loan at a tax-exempt fixed interest rate.
- The SJEDC could fix the interest rate of the TLF Loan (variable rate loan) to achieve total fixed debt service payments at approx. \$328,000 for all SJEDC debt (including the Interlocal Agreement for payment of a portion of the Series 2016 General Obligation Refunding Bonds).
- The Sales Tax Revenue Refunding Bonds, Series 2018 Bonds (the “Bonds”) will be structured over approx. 6 years with semiannual payments in February and August
 - February 15 – principal and interest
 - August 15 – interest only (*except 8/15/2019 which includes a principal payment*)
 - First principal and interest payment on 8/15/2019
 - Final maturity on 2/15/2025

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Plan of Finance – Scenario 2 (No Extension - fix interest rate only)

San Juan Economic Development Corporation

- The Bonds would be sold as a private placement to a sophisticated investor (i.e. a bank or other financial institution). No bond rating, no public offering of securities, no bond underwriter, limited disclosure and continuing disclosure obligations.
- EDC Staff and Financial Advisor will work with a placement agent to create a competitive environment for a private placement of the Bonds.
- The SJEDC Sales Tax Revenue Bonds, Series 2018 are estimated to be at approx. \$1,085,000:
 - Approx. \$1,020,000 payoff of the TLF Loan principal plus interest to payoff date
 - Approx. \$65,000 financing costs
 - \$25,215 Fiscal Fees: financial advisor, paying agent, placement agent, Texas Municipal Advisor Council filing fees
 - \$36,085 Legal Fees: bond counsel, attorney general fees, bond purchaser's counsel
 - \$3,700 Budget Contingency

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Preliminary Cash Flows including the Bonds – Scenario 2

San Juan Economic Development Corporation

A	B	C	D	E	F	G	H	I	J
Fiscal Year Ending 30-Sep	Last 12-months' of SJEDC Sales Tax Revenues ⁽¹⁾	Gross Pledge Senior Lien Texas Leverage Fund Loan ⁽²⁾	Less: TLF Loan Refinanced Debt Service ⁽³⁾	Plus: Sales Tax Revenue Refunding Bonds, \$18 ⁽⁴⁾	Interlocal Agreement with City for Payment of 2016 Bonds ⁽⁵⁾	Total San Juan EDC Debt Service Obligations	Surplus Cash Flow for Other Purposes	Senior Lien Debt Service Coverage Ratio	ALL Debt Service Coverage Ratio
2019	\$ 926,716	\$ 190,634	\$ (143,067)	\$ 141,673	\$ 143,975	\$ 333,215	\$ 593,502	4.90x	2.78x
2020	926,716	190,756	(190,756)	178,656	146,350	325,006	601,710	5.19x	2.85x
2021	926,716	190,756	(190,756)	178,125	148,575	326,700	600,016	5.20x	2.84x
2022	926,716	190,756	(190,756)	182,313	145,725	328,038	598,679	5.08x	2.83x
2023	926,716	190,756	(190,756)	181,219	147,800	329,019	597,697	5.11x	2.82x
2024	926,716	190,756	(190,756)	184,844	144,800	329,644	597,072	5.01x	2.81x
2025	926,716	111,274	(111,274)	178,281	146,725	325,006	601,710	5.20x	2.85x
2026	926,716	-	-	-	167,875	167,875	758,841	n/a	5.52x
2027	926,716	-	-	-	167,900	167,900	758,816	n/a	5.52x
2028	926,716	-	-	-	167,400	167,400	759,316	n/a	5.54x
2029	926,716	-	-	-	166,700	166,700	760,016	n/a	5.56x
2030	926,716	-	-	-	165,800	165,800	760,916	n/a	5.59x
2031	926,716	-	-	-	164,700	164,700	762,016	n/a	5.63x
2032	926,716	-	-	-	168,300	168,300	758,416	n/a	5.51x
		\$ 1,255,689	\$ (1,208,122)	\$ 1,225,110	\$ 2,192,625	\$ 3,465,302			

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Prime Rate is Fed Funds rate + 3%. The debt service numbers above reflect the debt service schedule sent to the EDC by the State as of 10/10/2018. Prime Rate changed from 5% to 5.25% on 9/27/2018.

(3) Assumes payoff of TLF Loan in December 2018.

(4) Assumes Sales Tax Revenue Refunding Bonds delivered on 12/19/2018 at a tax-exempt rate of 3.75% for illustration and discussion purposes only.

(5) Principal balance as of 10/1/2018 is \$1,690,000 at a fixed interest rate of 3.18%.

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Next Steps / Schedule of Events



Next Steps / Schedule of Events

San Juan Economic Development Corporation

Sales Tax Revenue Refunding Bonds, Series 2018	
Date	Event
10/29/2018	Plan of Finance presentation to EDC Board EDC Board considers resolution approving plan of finance
11/13/2018	Plan of Finance presentation to City Commission as an informational item
11/21/2018	Deadline for Prospective Purchasers of the Series 2018 Bonds to submit proposals
11/27/2018	EDC Board reviews financing proposals from Prospective Purchasers and considers issuance of Series 2018 Bonds City Commission considers and approves the SJEDC's Resolution authorizing the issuance of the Series 2018 Bonds
Before Closing	<i>Attorney General Approves Sale</i>
12/19/2018	Expected Closing and delivery of funds / payoff of Texas Leverage Fund Loan

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Key Actions to be Taken by the City
Key Actions to be Taken by the EDC Board

APPENDIX

Discussion of Financing for Future Projects



Discussion of Financing for Future Projects

San Juan Economic Development Corporation

- The steps for undertaking debt financing of new projects would be generally as follows:
 - Define Project Scope
 - Quantify Cost of Scope
 - Develop Plan of Finance
 - Financing method
 - Financing parameters
 - Financial Implications for near term and future
 - Authorize Resolution for Publication of Public Hearing (60 days prior to Execution of Financing)
 - Public Hearing
 - Execution of Financing (subject to City Commission approval)

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Future Projects – Additional \$800,000 assuming Scenario 1 Refunding

San Juan Economic Development Corporation

- Staff analysis for an additional \$800,000 SJEDC new project
 - \$800,000 Project Funds plus a conservative financing costs budget of \$60,000
 - Assumes public hearing as early as January 2019 and closing as early as February 2019
 - 15-year amortization through February 2034
 - Fixed Taxable interest rate (private prupose project)
 - Level debt service payments
 - New overall aggregate debt service payments of the SJEDC (including the new 2019 Taxable Bonds) would remain close to what the SJEDC is currently paying at approx. \$343,000
 - Assumes private placement transaction – same financing method as the proposed Series 2018 Refunding Bonds

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Future Projects – Additional \$800,000 assuming Scenario 1 Refunding

San Juan Economic Development Corporation

A	B	C	D	E	F	G	H	I	J	K
Fiscal Year Ending 30-Sep	Last 12-months' of SJEDC Sales Tax Revenues ⁽¹⁾	Gross Pledge Senior Lien Texas Leverage Fund Loan ⁽²⁾	Less: TLF Loan Refinanced Debt Service ⁽³⁾	Plus: Sales Tax Revenue Refunding Bonds, \$18 ⁽⁴⁾	Plus: Sales Tax Revenue \$860k New Money Bonds, \$19 ⁽⁵⁾	Interlocal Agreement with City for Payment of 2016 Bonds ⁽⁶⁾	Total San Juan EDC Debt Service Obligations	Surplus Cash Flow for Other Purposes	Senior Lien Debt Service Coverage Ratio	ALL Debt Service Coverage Ratio
2019	\$ 926,716	\$ 190,634	\$ (143,067)	\$ 140,564	\$ -	\$ 143,975	\$ 332,106	\$ 594,611	4.93x	2.79x
2020	926,716	190,756	(190,756)	112,375	86,698	146,350	345,423	581,293	4.66x	2.68x
2021	926,716	190,756	(190,756)	109,125	83,050	148,575	340,750	585,966	4.82x	2.72x
2022	926,716	190,756	(190,756)	110,750	85,819	145,725	342,294	584,422	4.71x	2.71x
2023	926,716	190,756	(190,756)	112,125	83,456	147,800	343,381	583,335	4.74x	2.70x
2024	926,716	190,756	(190,756)	113,250	85,963	144,800	344,013	582,704	4.65x	2.69x
2025	926,716	111,274	(111,274)	114,125	83,338	146,725	344,188	582,529	4.69x	2.69x
2026	926,716	-	-	90,375	85,581	167,875	343,831	582,885	5.27x	2.70x
2027	926,716	-	-	92,000	82,694	167,900	342,594	584,122	5.30x	2.71x
2028	926,716	-	-	93,375	84,675	167,400	345,450	581,266	5.20x	2.68x
2029	926,716	-	-	89,625	86,394	166,700	342,719	583,997	5.26x	2.70x
2030	926,716	-	-	95,625	82,981	165,800	344,406	582,310	5.19x	2.69x
2031	926,716	-	-	91,375	84,438	164,700	340,513	586,204	5.27x	2.72x
2032	926,716	-	-	87,125	85,631	168,300	341,056	585,660	5.36x	2.72x
2033	926,716	-	-	-	86,563	-	86,563	840,154	10.71x	10.71x
2034	926,716	-	-	-	87,231	-	87,231	839,485	10.62x	10.62x
		\$ 1,255,689	\$ (1,208,122)	\$ 1,451,814	\$ 1,274,511	\$ 2,192,625	\$ 4,966,517			

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(5) Represents \$860,000 of additional new money debt assuming bonds delivered on 2/19/2019 at a fixed taxable interest rate of 5.25% for illustration and discussion purposes only.

(6) Principal balance as of 10/1/2018 is \$1,690,000 at a fixed interest rate of 3.18%.

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Future Projects – Additional \$800,000 assuming Scenario 2 Refunding

San Juan Economic Development Corporation

- Staff analysis for an additional \$800,000 SJEDC new project
 - \$800,000 Project Funds plus a conservative financing costs budget of \$60,000
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SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

Future Projects – Additional \$800,000 assuming Scenario 2 Refunding

San Juan Economic Development Corporation

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Fiscal Year Ending 30-Sep	Last 12-months' of SJEDC Sales Tax Revenues ⁽¹⁾	Gross Pledge Senior Lien Texas Leverage Fund Loan ⁽²⁾	Less: TLF Loan Refinanced Debt Service ⁽³⁾	Plus: Sales Tax Revenue Refunding Bonds, \$18 ⁽⁴⁾	Plus: Sales Tax Revenue \$860k New Money Bonds, \$19 ⁽⁵⁾	Interlocal Agreement with City for Payment of 2016 Bonds ⁽⁶⁾	Total San Juan EDC Debt Service Obligations	Surplus Cash Flow for Other Purposes	Senior Lien Debt Service Coverage Ratio	ALL Debt Service Coverage Ratio
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2020	926,716	190,756	(190,756)	178,656	86,698	146,350	411,705	515,012	3.49x	2.25x
2021	926,716	190,756	(190,756)	178,125	83,050	148,575	409,750	516,966	3.55x	2.26x
2022	926,716	190,756	(190,756)	182,313	85,819	145,725	413,856	512,860	3.46x	2.24x
2023	926,716	190,756	(190,756)	181,219	83,456	147,800	412,475	514,241	3.50x	2.25x
2024	926,716	190,756	(190,756)	184,844	85,963	144,800	415,606	511,110	3.42x	2.23x
2025	926,716	111,274	(111,274)	178,281	83,338	146,725	408,344	518,372	3.54x	2.27x
2026	926,716	-	-	-	85,581	167,875	253,456	673,260	10.83x	3.66x
2027	926,716	-	-	-	82,694	167,900	250,594	676,122	11.21x	3.70x
2028	926,716	-	-	-	84,675	167,400	252,075	674,641	10.94x	3.68x
2029	926,716	-	-	-	86,394	166,700	253,094	673,622	10.73x	3.66x
2030	926,716	-	-	-	82,981	165,800	248,781	677,935	11.17x	3.73x
2031	926,716	-	-	-	84,438	164,700	249,138	677,579	10.98x	3.72x
2032	926,716	-	-	-	85,631	168,300	253,931	672,785	10.82x	3.65x
2033	926,716	-	-	-	86,563	-	86,563	840,154	10.71x	10.71x
2034	926,716	-	-	-	87,231	-	87,231	839,485	10.62x	10.62x
		\$ 1,255,689	\$ (1,208,122)	\$ 1,225,110	\$ 1,274,511	\$ 2,192,625	\$ 4,739,813			

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(6) Principal balance as of 10/1/2018 is \$1,690,000 at a fixed interest rate of 3.18%.

SAN JUAN ECONOMIC DEVELOPMENT CORPORATION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Garco, Ltd.

STAFF COMMENTS AND RECOMMENDATIONS:

A subdivision plat for Minnesota Vegas Ranches Phase I Subdivision was recorded on October 11, 2018. The property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires for an agreement between the corporation, the City of San Juan and the property owner be signed and executed before the corporation will allow the installation of fire hydrants and water lines.

The format of the agreement is consistent with previous agreements approved by the City Commission in the past three (3) years.

RECOMMENDATION:

Adopt a Resolution to Approve the Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Garco, Ltd.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

October 25, 2018

RECEIVED

OCT 29 2018

City Manager's Office

Benjamin Arjona, City Manager
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan ("City"), Garco, Ltd - Minnesota Vegas Ranches Phase I Subdivision

Dear Mr. Arjona:

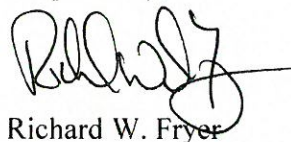
Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Minnesota Vegas Ranches Phase I Subdivision for signature on behalf of the City of San Juan ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and also provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please forward the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) to Garco, Ltd. for execution at the address indicated herein below. Please also include a copy of this letter with that mailing to instruct Garco, Ltd. to cause the Agreements to be signed and to return the documents to this office for further processing. A pre-addressed envelope is provided herein for your convenience.

When the documents have been signed on behalf of the City and Garco, Ltd. and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

If you have any questions regarding this matter or the documents enclosed, please contact us. Thank you for your attention to this matter.

Respectfully,



Richard W. Fryer

RWF/kb
Enclosure

cc: Richard A. Garza
Garco, Ltd.
3910 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION; GARCO, LTD; AND
CITY OF SAN JUAN

**WATERLINE ACCESS AGREEMENT
(with City and Developer)**

WHEREAS, North Alamo Water Supply Corporation("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of San Juan ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC;

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, GARCO, LTD ("**Developer**") is constructing a subdivision in the location described in **Exhibit "A"**, **Minnesota Vegas Ranches Phase I Subdivision** (the "**Subdivision**") and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC, Developer and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Developer and City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating, and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient.

NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a

cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's and Developer's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of NAWSC's personnel.
10. CITY AND DEVELOPER ACKNOWLEDGE AND AGREE THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN

UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR

ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY AND DEVELOPER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION,

MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Developer will list NAWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Developer will provide NAWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.
16. NAWSC shall have the right to locate the pipe and accessories necessary to provide water

for the Fire Hydrants in the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision property and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision property. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from NAWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by NAWSC. NAWSC shall also have access to the Subdivision property for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.

17. Developer and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the

installation or repair of the plumbing in the Fire Hydrants.

18. NAWSC may notify Developer and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Developer and/or City shall immediately correct any undesirable practice in the Subdivision. Developer and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Developer and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to Developer and/or City.
19. Developer shall grant to NAWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by NAWSC to extend or improve NAWSC's service for existing and future customers and members of NAWSC, on such forms as are required by NAWSC.
20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Developer and City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City and Developer authorizes completion of this Agreement by filling in the Effective Date below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, EXECUTED by NAWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 2018.

ATTEST:

THE CITY OF SAN JUAN
709 S. Nebraska Ave.
San Juan, Texas 78589

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benjamin Arjona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Manager of City of San Juan, that he executed the same as the act of City of San Juan for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 2018.

Notary Public in and for the State of Texas

GARCO, LTD., a Texas Limited Partnership:

By: GARCO MANAGEMENT, LLC, a Texas Limited Liability Company

Its: General Partner

By: _____
Richard A. Garza, Managing
Member/President

By: _____
Sylvia S. Garza, Managing
Member

3910 W. Freddy Gonzalez Drive
Edinburg, Texas, 78539

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard A. Garza and Sylvia, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they are the Managing Members of GARCO, LTD, a Texas Limited Partnership, and that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 2018.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Rd
Edinburg, TX 78539-3832
Telephone: (956) 383-1618
Fax: (956) 383-1372

APPROVED AS TO FORM:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

By: _____
Steven Sanchez, General Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 2018.

Notary Public in and for the State of Texas

EXHIBIT "A"

A 8.894 acre tract of land out of the West half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas.

ANY 8.894 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALBUQUERQUE LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEEDS RECORDED UNDER CLERK'S DOCUMENT NUMBER 2835655, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

[illegible]

DECEMBER 8, 1916
 DATE _____

 RECEIVED
 4839
 UNITED STATES DEPARTMENT OF AGRICULTURE
 DIVISION OF ENTOMOLOGY
 WASHINGTON, D. C.

[illegible]

[illegible]

RIGHT OF WAY AGREEMENT

granted. The estimated yearly ground water used averaged 15.4 mcf, and therefore in heavily cultivated to moderate use the volume of the estimated yearly recharge would be about the equivalent of the yearly ground water used. It is pointed out, however, that the estimated yearly ground water used is based on a crop of about 15.4 mcf, and the center for normal being the probable best estimate.

The enclosed conveyance made or received through Federal Express, Inc. is subject to the provisions of Title 18 of the U.S. Code, Section 854, which provides that any person who knowingly transports or causes to be transported by Federal Express, Inc. any letter, document, or other communication, or any article, substance, or material, which is prohibited by law from being so transported, shall be fined not more than \$50,000 or imprisoned not more than 5 years, or both.

DAVID LEE
OF CARCO MANAGEMENT, L.L.C. ORIGINAL PARTNER
1711 INCHAWA A. DRIVE, PRESIDENT
3410 W. FIFTH AVENUE, SUITE 200
EDMUND, TEXAS 76520.

02411-100
-2513
OFFICIAL ENGINEERING CON.

The map shows a grid of lots, with lot numbers 1 through 17. The streets shown are C. MINNESOTA ROAD, STAMFORD DRIVE, and STAMFORD DRIVE. The map includes lot dimensions in feet and inches. The map also shows the location of the City of Minneapolis and the State of Minnesota.

DOCUMENT NO. 1111441, ORIGINAL
JACKSON, HENRIE COUNTY, TEXAS

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9	38.44
10	70.41
11	20.62
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13	7.28
14	2.09

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ENGINEERING SURVEYING	REVISION NUMBER	REVISION NAME	REVISION DATE
1	1	1	1

Page 79

C RA



EXHIBIT "B"

Fire Hydrant Installation

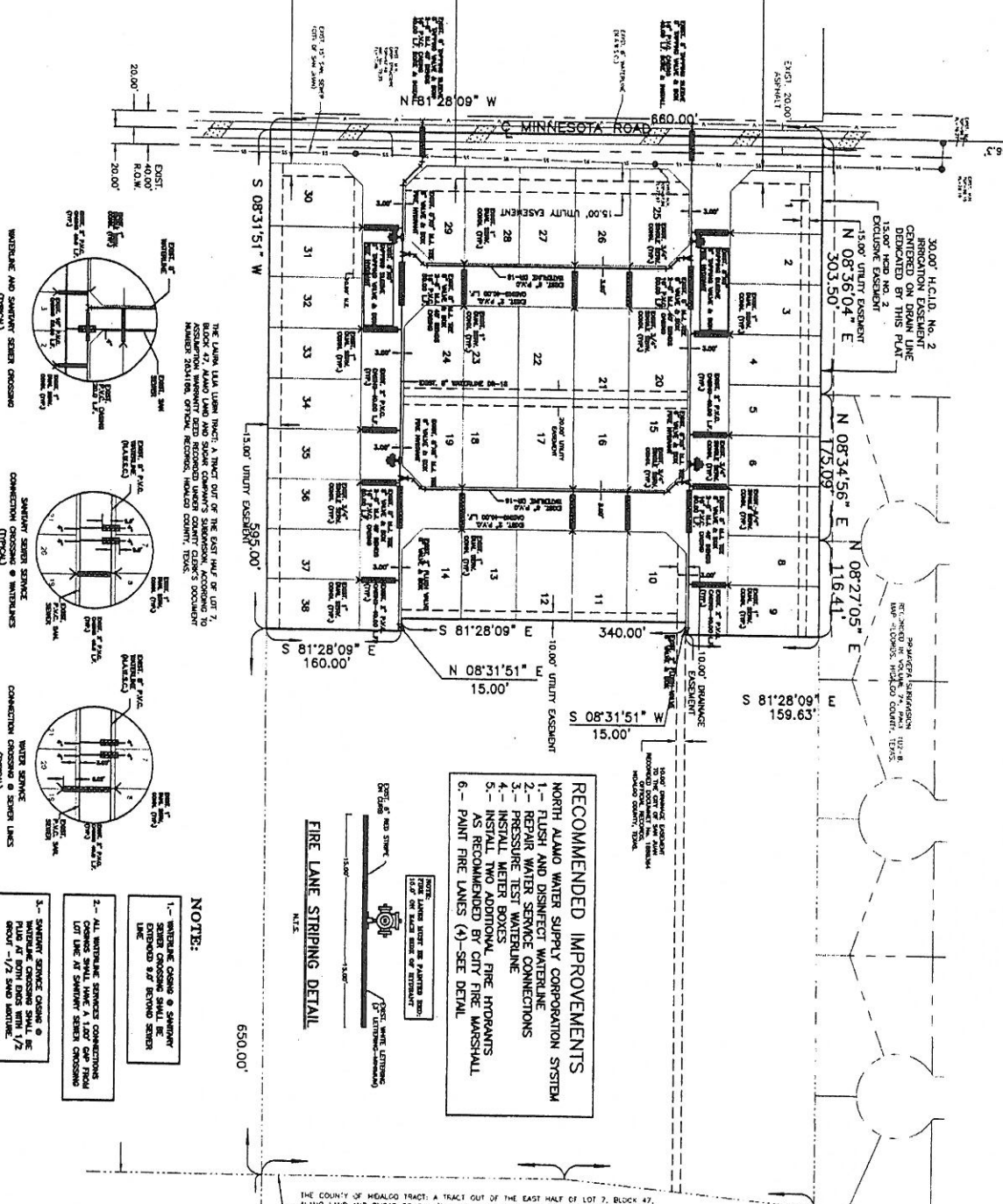
Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

SCALE: 1"=60'

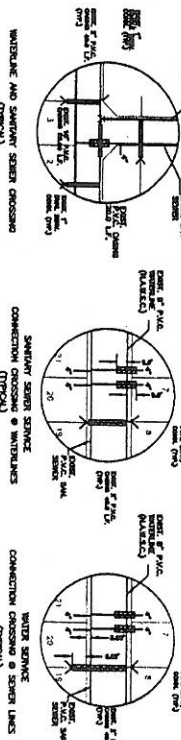
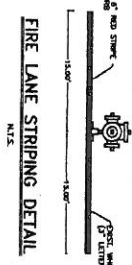
C. PAUL LONGORIA ROAD
(F.M. 1426)

AS BUILT 4-25-2018

15.00' EXCLUSIVE EASEMENT TO H.A.W.S.C.
RECORDED IN DOC. NO. 1888264.
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



RECOMMENDED IMPROVEMENTS
NORTH ALAMO WATER SUPPLY CORPORATION SYSTEM
1.- FLUSH AND DISINFECT WATERLINE
2.- REPAIR WATER SERVICE CONNECTIONS
3.- PRESSURE TEST WATERLINE
4.- INSTALL WATER BODIES
5.- INSTALL AND ADJUST CITY FIRE MARSHALL
6.- PAINT FIRE LINES (4)-SEE DETAIL

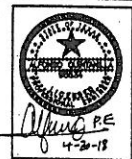


NOTE:
1.- WATERLINE CROSSING & SEWER SERVICE CROSSING SHALL BE EXPOSED 8" BENEATH SEWER
2.- ALL WATERLINE SERVICE CONNECTIONS SHALL HAVE A 10' GAP FROM LOT LINE AT SEWER SERVICE CROSSING
3.- SEWER SERVICE CROSSING & WATERLINE CROSSING SHALL BE GRADE 1/2" SAND MORTAR.

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 2349374, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (H.C.D. NO. 1-MINNESOTA DRAIN DIST.)

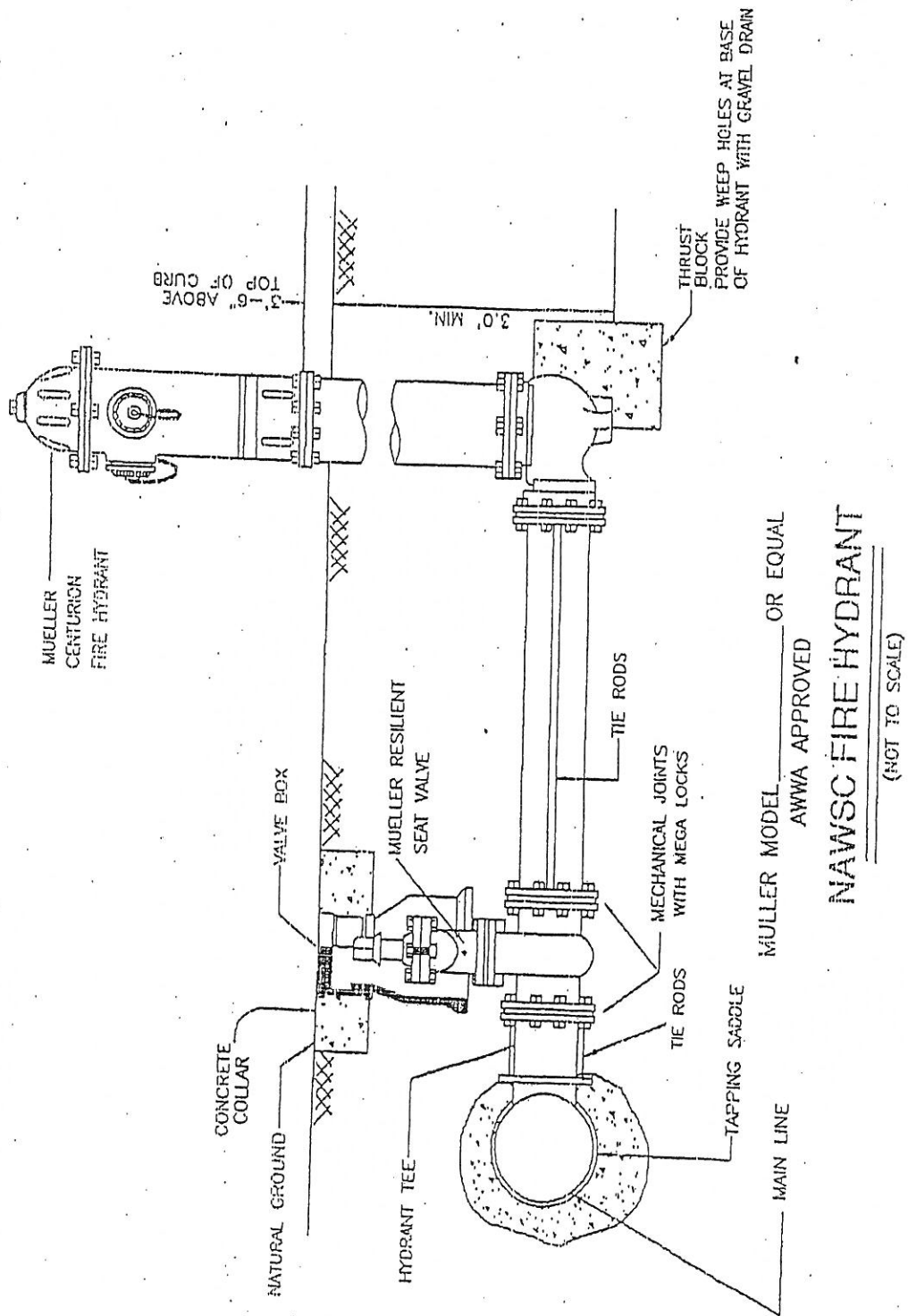
THE COUNTY OF HIDALGO TRACT: A TRACT OUT OF THE EAST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2355877, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 958-381-6400
EDWING, TEXAS 78539 FAX 958-381-0527
REGISTRATION NUMBER F-1813



MINNESOTA VEGAS RANCHES
PHASE I
WATER DISTRIBUTION SYSTEM

DATE	11-11-2018
SCALE	1"=60'
SHEET	14



RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, THE CITY OF SAN JUAN AND GARCO, LTD.

WHEREAS, it is in the best interest of the citizens of San Juan to provide the proper infrastructure for adequate fire protection for all new commercial and residential development; and

WHEREAS, the Minnesota Vegas Ranches Phase I Subdivision is located within the service area of the North Alamo Water Supply Corporation and within the City of San Juan city limits; and

WHEREAS, the North Alamo Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of San Juan before such installation is allowed.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN, TEXAS, THAT:

1. The City of San Juan, Texas approves the agreement as shown on **ATTACHMENT A**.

READ, CONSIDERED and APPROVED this the 13th day of November, 2018.

CITY OF SAN JUAN

MARIO GARZA,
Mayor

ATTEST:

DIANA CAVAZOS,
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Adoption of a Preliminary Budget for Fiscal Year 32 (2019) of the Hidalgo County Urban County Program.

STAFF COMMENTS AND RECOMMENDATIONS:

Enclosed in this packet please find the recommended preliminary budget for Fiscal Year 32 (2019) of the Hidalgo County Urban County Program. This budget is subject to changes as dictated by officials from the Urban County Program.

Staff recommends \$3,000 for general administration, \$280,084 for street improvements, \$7,500 to Amigos del Valle and \$5,000 to Nuestra Clinica Del Valle.

The \$244,051.00 for street improvements would cover the materials and engineering/geotechnical expenses for the repaving of the streets in the High School East Subdivision except for Andrews Street.

RECOMMENDATION:

Adopt a preliminary budget for Fiscal Year 32 (2019) of the Hidalgo County Urban County Program.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

WORKPLAN SUMMARY SHEET

FISCAL YEAR 32 (2019)

AVAILABLE FUNDS: \$ 295,584.00

PROPOSED PROJECTS:

MATRIX	PROJECT NAME	ESTIMATED
CODE	BRIEF DISCRIPTION (INCLUDE AGENCY NAME)	AMOUNT
21A	General Administration	\$ 3,000.00
03J	Street Improvements-High School East Subdivision	\$ 280,084.00
05A	Senior Services-Amigos Del Valle	\$ 7,500.00
05M	Nuestra Clinica Del Valle	\$ 5,000.00
TOTAL:		\$ 295,584.00

**URBAN COUNTY PROGRAM
ALLOCATION OF FUNDS FOR SOCIAL SERVICES AGENCIES**

	FY 29 FUNDED	FY 30 FUNDED	FY 31 FUNDED	FY 32 STAFF RECOMMENDED
Senior Services-Sr. Community Outreach	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
Senior Services-Amigos Del Valle	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Public Services-Boys and Girls Club Alamo-San Juan	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
Abused and Neglected Children-CASA of Hidalgo County	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Nuestra Clinica Del Valle	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL:	\$ 29,000.00	\$ 29,000.00	\$ 17,500.00	\$ 12,500.00

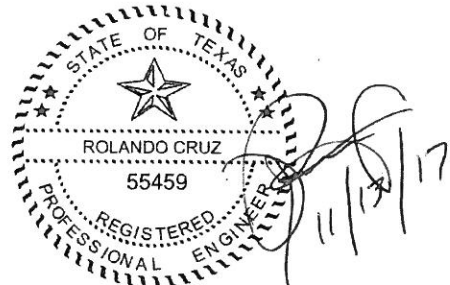
CITY OF SAN JUAN

HIGH SCHOOL EAST SUBDIVISION PAVING IMPROVEMENTS (SHUFFORD, KING, MAYFAIR, HAMPTON, & TAYLOR STREETS)

Opinion of Probable Construction Cost

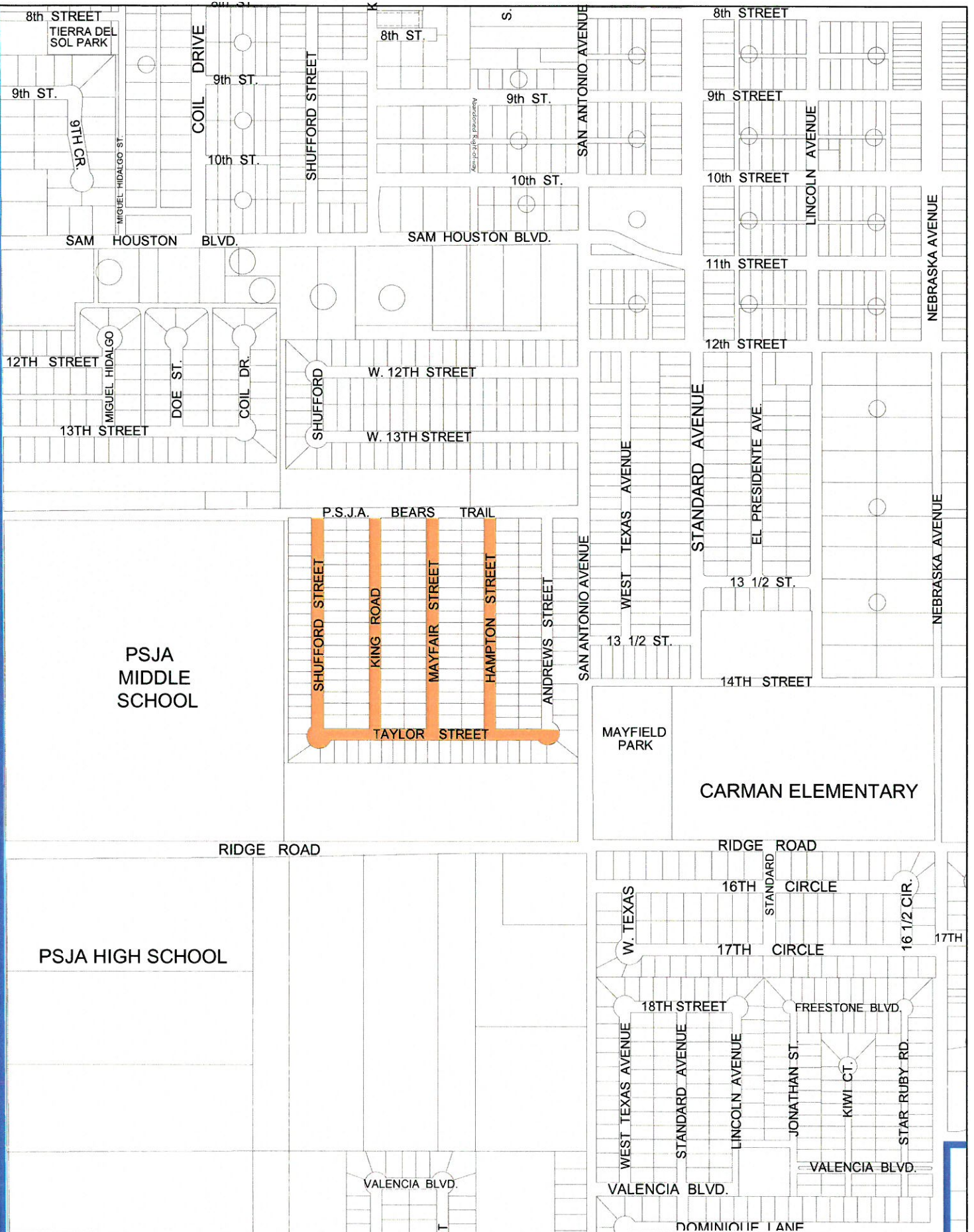
November 13, 2017

Item	Description	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Scarify Existing Asphalt	SY	14,500	\$2.00	\$29,000.00
2	Lime Exist. Base (1%)	SY	14,500	\$2.00	\$29,000.00
3	New Caliche Base (2")	SY	14,500	\$3.00	\$43,500.00
4	Prime Coat (.20 gal/sy)	SY	14,500	\$1.50	\$21,750.00
5	2" Type "D" Hot-Mix	SY	14,500	\$12.00	\$174,000.00
6	18" Curb & Gutter (Remove & Replace)	LF	600	\$18.00	\$10,800.00
7	6' Valley Gutter	LF	100	\$50.00	\$5,000.00
Total Estimated Construction Cost					\$313,050.00
Engineering and Surveying (10%)					\$31,305.00
Total Estimated Project Cost					\$344,355.00

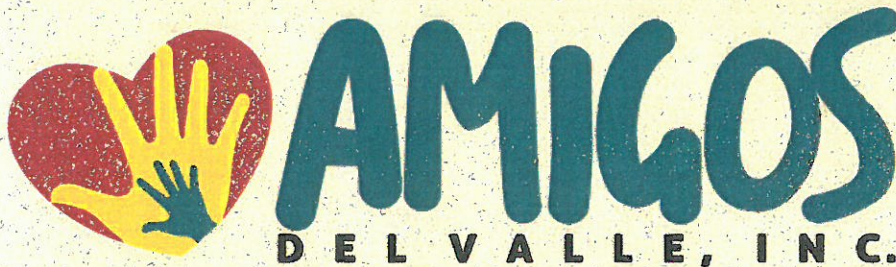


CRUZ-HOGAN Consultants, Inc.
ENGINEERS | PLANNERS | CONSULTANTS
McAllen | Harlingen | Weslaco

VETERANS BLVD. ("I" RD.)



Urban County Program Project - 2019 Funds



**"Providing 44 Years of Service"
1974 - 2018**

4138 Crosspoint Boulevard
Edinburg, Texas 78539

Phone: (956) 213-9400

Fax: (956) 213-8119

www.advrgv.org

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Mayor, City of Edinburg

Vice-President

GERARDO "JERRY" TAFOLLA
Mayor Pro Tem, City of Weslaco

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Commissioner, City of Harlingen

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Mayor Pro-Tem, City of Mission

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Representative, Cameron County

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County of Hidalgo

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County Commissioner, Willacy

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Commissioner, City of San Benito

PETE GARCIA
Mayor Pro-Tem, City of San Juan

CRISTELLA DELEON-HERNANDEZ
Commissioner, City of Mercedes

BEN NEECE
Commissioner, City of Brownsville

SONIA FALCON
Finance / Banking

Executive Director - Amigos Del Valle, Inc.
ALEJANDRO GUERRA

October 3, 2018

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

Re: Letter of request for CDBG Funds FY 2019-2020

Dear Mr. Arjona;

Amigos Del Valle, Inc. is respectfully requesting **\$10,000** in CDBG funds for fiscal year 2019-2020. These funds will continue to be utilized to provide home delivered meals to **Twelve (12)** eligible citizens for 166 days that reside within the **City of San Juan**. For your city, we currently have 56 senior residents on the waiting list.

With your continued financial support, we will be able to continue providing much-needed meals to the homebound seniors to assist them to continue to live as healthy, independent, productive, and self-sufficient lives as possible.

Please be assured that we are very grateful for your proven generous and valuable financial and moral support for our agency's projects throughout our forty-four (44) years of experience.

If you have any questions or concerns please do not hesitate to contact us at (956)213-9400 or by email:

Alejandro Guerra, Executive Director aguerra@advrgv.org
Anita Jenny, Executive Admin. Asst. / Nutrition Coordinator ajenny@advrgv.org
Fabiola Ramirez, Nutrition Admin. Asst. framirez@advrgv.org
Isabel Aranda, M.I.S. Department Director iaranda@advrgv.org

Sincerely,

Alejandro Guerra
Executive Director



"Providing 44 Years of Service"
Page 90 1074 2018

NUESTRA CLINICA DEL VALLE

ADMINISTRATIVE OFFICES
P.O. BOX 1689 PHARR, TEXAS 78577
956-787-8915

October 9, 2018

Mayor Mario Garza
City of San Juan
709 S. Nebraska
San Juan, TX 78589

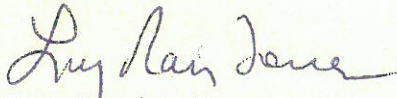
Dear Mayor Garza:

Please accept this as Nuestra Clinica del Valle's letter of intent to seek funds in the amount of \$25,000 from Urban County/CDBG funds for program year 32 (2019-2020).

Nuestra Clinica Del Valle (NCDV) will provide medical, dental and behavioral services to uninsured, economically disadvantaged residents in the City of San Juan. NCDV will provide medical, dental and behavioral services to 300 adults and children who would otherwise have no access to these services.

Please contact our office regarding additional information required in order to expedite our request.

Sincerely,



Lucy Ramirez Torres
Chief Executive Officer

1518 E. Santa Rosa Ave.
Edcouch, TX 78538
956-262-1363

1500 First Street
Mercedes, TX 78570
956-565-3191

611 N. Bryan Rd.
Mission, TX 78572
956-580-3303

301 S. 17th St.
Donna, TX 78537
956-464-5809

801 W. 1st Street
San Juan, TX 78589
956-787-0787

201 S. Los Ebanos
Alton, TX 78574
956-519-1800

300 N. 86th St.
San Carlos, TX 78539
956-287-8850

600 N. Garza, Suite A
RGC, Tex. 78582
956-487-0846

683 Canales Ctr.
Roma, Texas 78584
956-849-2100

2900 Raul Longoria
San Juan, TX 78589
956-781-6077

806 W. 3rd St.
San Juan, Texas 78589
956-787-0787

Bears Trail and Shuffor Street



Shufford Street



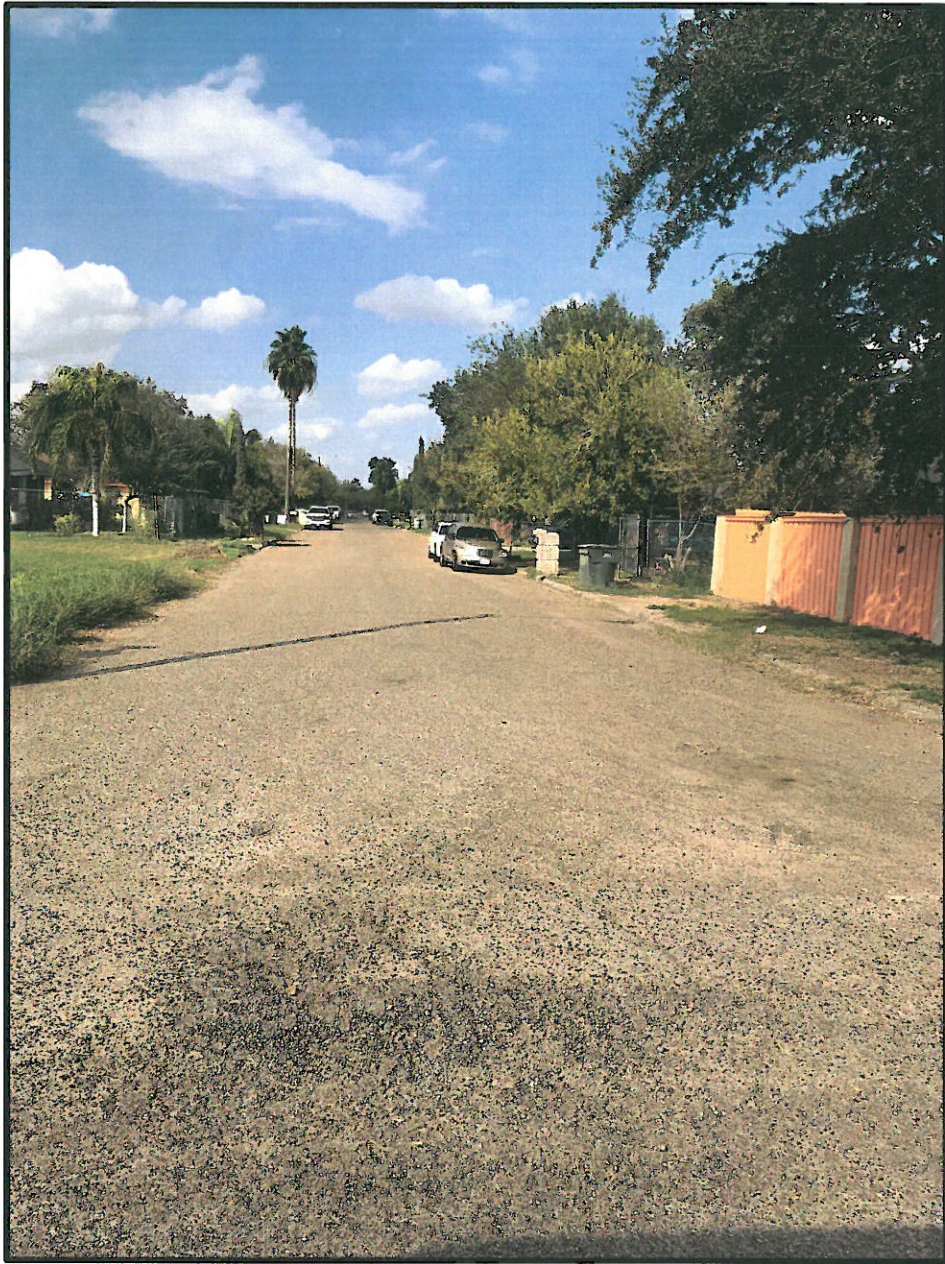
Taylor Street



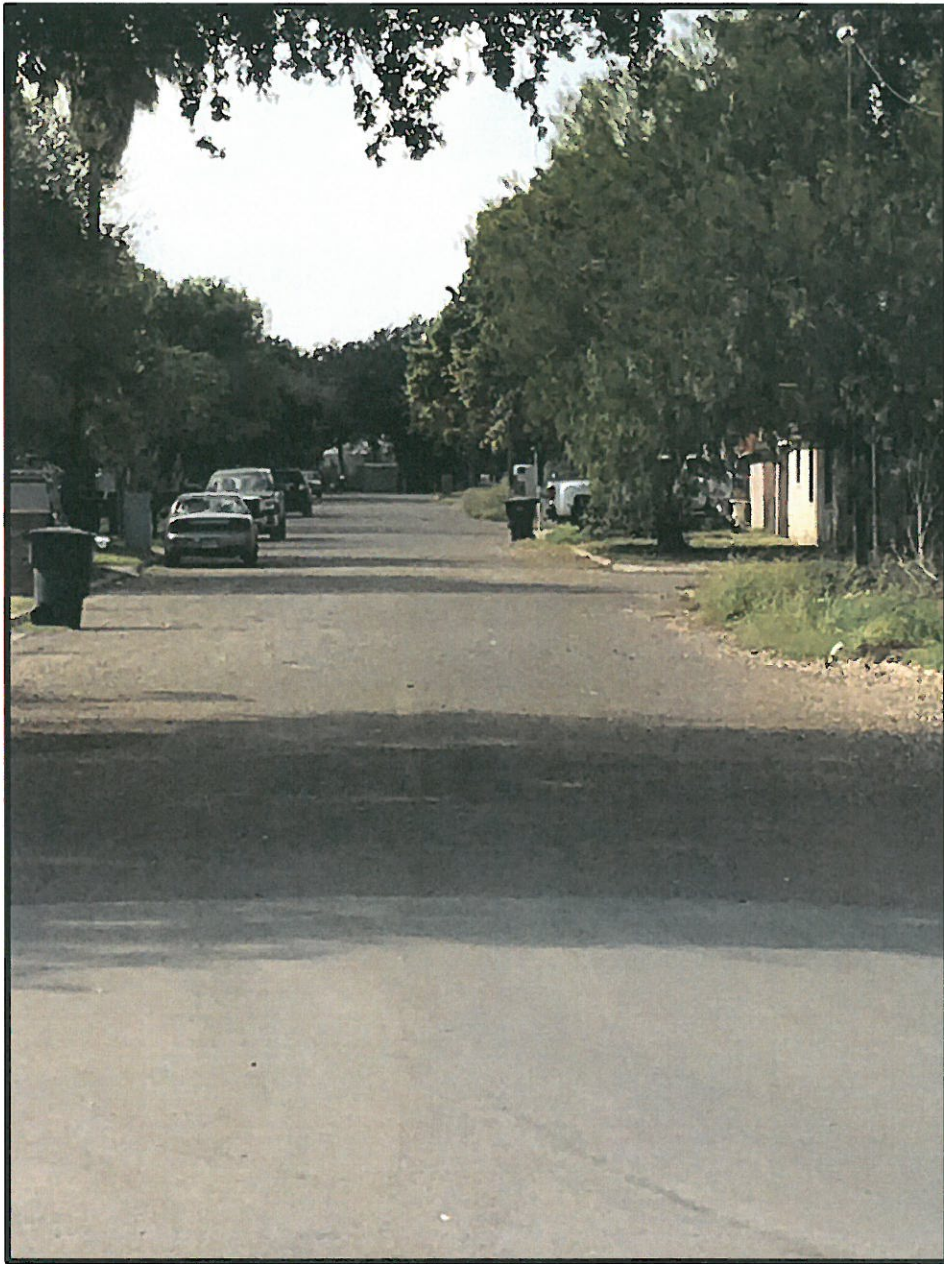
King Road



Mayfair Street



Hampton Street



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Resolution Authorizing Application Submission and Commitment of Local Match for the "PSJA Tri-City Pedestrian Safety Improvements Project Phase II" Under the Hidalgo County Metropolitan Planning Organization's Fiscal Year 2018-2109 Transportation Alternatives Program.

STAFF COMMENTS AND RECOMMENDATIONS:

The "PSJA Tri-City Pedestrian Improvements Project Phase II" is being proposed to provide enhanced connectivity and promote the use of alternative transportation by improving the safety and connectivity of sidewalks with the Cities of Pharr, San Juan, Alamo and Pharr San-Juan Alamo (PSJA) Independent School District Boundaries.

This Resolution Authorizes the Application Submission and Commitment of Twenty Percent Local Match by the City of San Juan for the "PSJA Tri-City Pedestrian Safety Improvements Project Phase II" is selected for the funding under the HCMPO TAP call for projects, and is within the corporate limits of the City of San Juan.

RECOMMENDATION:

Approve as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION No. _____

**RESOLUTION AUTHORIZING APPLICATION SUBMISSION AND COMMITMENT OF
LOCAL MATCH FOR THE “PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS
PROJECT PHASE II” UNDER THE HIDALGO COUNTY METROPOLITAN PLANNING
ORGANIZATION’S FISCAL YEAR 2018-2019 TRANSPORTATION ALTERNATIVES
PROGRAM**

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

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has requested Projects within Hidalgo County be submitted for potential reimbursable federal funding under the Transportation Alternatives Program (TAP); and

WHEREAS, the HCMPO has stated that approximately \$2.64 Million, with \$264,000 for planning and \$2,376,000 for construction, is anticipated to be available to fund TAP projects that expand alternative modes of transportation in the Hidalgo County planning area for fiscal years 2018 and 2019; and

WHEREAS, the City of San Juan is in support of the submission of the “PSJA Tri-City Pedestrian Safety Improvements Project Phase II” application; and

WHEREAS, the “PSJA Tri-City Pedestrian Safety Improvements Project Phase II” is being proposed to provide enhanced connectivity and promote the use of alternative transportation by improving the safety and connectivity of sidewalks within the Cities of Pharr, San Juan, Alamo and Pharr-San Juan-Alamo (PSJA) Independent School District boundaries.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE CITY OF SAN JUAN, TEXAS, THAT:**

This Resolution Authorizing Application Submission and Commitment of Twenty Percent Local Match by the City of San Juan for the “PSJA Tri-City Pedestrian Safety Improvements Project Phase II” provided that the “PSJA Tri-City Pedestrian Safety Improvements Project Phase II” is selected for funding under the HCMPO TAP call for projects, and is within the corporate limits of the City of San Juan.

Introduced, read and passed by an affirmative vote of the “Applicant” on this **13th** day of **November, 2018**.

ATTEST:

CITY OF SAN JUAN

DIANA CAVAZOS
CITY SECRETARY

MARIO GARZA, MAYOR

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Authorizing City Manager to enter into a Contract Agreement with Memorial Funeral Home of San Juan for Disposal and Cremation of Dead Animals.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Authorizing City Manager to enter into a Contract Agreement with Memorial Funeral Home of San Juan for Disposal and Cremation of Dead Animals.

RECOMMENDATION:

Approve as Presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS § SERVICE AGREEMENT

COUNTY OF HIDALGO §

§

THIS AGREEMENT is made this ____ day of _____, 2018, by and between **MEMORIAL PET PASSAGES**, a Pet Funeral Home and Crematory, hereinafter referred to as “**MEMORIAL**” located at 208 East Canton Rd., Edinburg, Hidalgo County, Texas 78539 and **CITY OF SAN JUAN**, a Home Rule Municipal Corporation, hereinafter referred to as “**SAN JUAN**”, located at 709 S. Nebraska Avenue San Juan, Hidalgo County, Texas 78589.

RECITALS

WHEREAS, SAN JUAN desires to engage with MEMORIAL for cremation and disposal services.

THEREFORE, MEMORIAL and SAN JUAN mutually agree as follows:

SECTION I CONTRACT AGREEMENT

SAN JUAN and MEMORIAL agree to the following terms and conditions:

A. MEMORIAL shall perform cremation and disposal services for deceased animals and shall provide all necessary equipment to accomplish the work specified in this Agreement in accordance with all applicable local, State and Federal regulations in effect on the date of execution and thereafter amended.

B. MEMORIAL shall receive deceased animals only from person(s) who are authorized by the City Manager, in writing, to drop off deceased animals for disposal and cremation services.

C. MEMORIAL shall require identification of SAN JUAN’S authorized representative when such representative is dropping off any deceased animal for cremation and disposal services and MEMORIAL shall require the authorized representative signature acknowledging the number of deceased animals dropped off per occasion.

D. SAN JUAN must give MEMORIAL prompt written notice whenever SAN JUAN observes or otherwise becomes aware of any deficiencies in MEMORIAL services.

C. Hours of operation:

SAN JUAN may drop off deceased animals for cremation and disposal services at Memorial Pet Passages from 8:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION II NOTICE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

- i) CITY OF SAN JUAN
Benjamin Arjona, City Manager
709 S Nebraska Avenue
San Juan, Texas 78589
- ii) MEMORIAL PET PASSAGES
Leon De Leon, Owner
208 E. Canton Rd.
Edinburg, Texas 78539

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by written notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III PAYMENTS AND FEES

Upon submission of an invoice by MEMORIAL, which should include supporting documentation (e.g. activity log) of services rendered, in accordance with the SAN JUAN's policies and procedures, SAN JUAN agrees to pay MEMORIAL for services contracted herein as follows:

- A. SAN JUAN shall pay MEMORIAL \$45.00 for cremation and disposal of each animal delivered by SAN JUAN'S authorized representative(s).

SAN JUAN shall review all work submitted and authorize all payments made for services within 30 days from receipt of MEMORIAL'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue shall be mandatory in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2018 and shall continue in full-force and effect through _____, 2019.

- B. Either party to this Agreement shall have the right to terminate this Contract at any time and without cause after a 30-day written notice. Upon such termination, SAN JUAN shall make payment to MEMORIAL for services rendered through the termination date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then either party has the right to terminate this contract by providing ten (10) days written notice to the other party.

SECTION VII INDEMNIFICATION

Each party shall be generally responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of this Agreement that are due to that party's own negligence, tortuous acts or unlawful conduct of its elected or appointed officials, officers, representatives, agents, or employees acting in their official capacities; provided however, MEMORIAL shall defend, indemnify and hold the SAN JUAN, its elected or appointed officials, officers, representatives, agents, or employees, free and harmless from and against any claims, demands, or actions arising out of, by virtue of or associated with any claims, demands or actions brought by third parties which are related in any way or associated with the negligence, tortuous acts or unlawful conduct of MEMORIAL'S officers, representatives, agents or employees in the performance of this Agreement.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a local, neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS HEREOF, MEMORIAL and SAN JUAN have executed three (3) copies of this Agreement as of the date set forth above.

MEMORIAL PET PASSAGES

BY: _____
Leon De Leon, Owner

208 E. Canton Rd.
San Juan, Texas 78539
Phone: 956.720.4414
Fax: 956.380.0207

ATTESTED BY:

BY: _____

CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

City Of San Juan
709 N Nebraska
San Juan, Texas 78589
956-223-2200

ATTESTED BY:

BY: _____
Diana Cavazos, City Secretary

APPROVED AS TO FORM ONLY:

PALACIOS GARZA & THOMPSON, P.C.

City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider the Approval of the San Juan Memorial Library Advisory Board Revised By-Laws.

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Memorial Library Board has been reviewing the existing Library Board By-laws. At the meeting of August, 2018, said Board approved that the revised By-Laws will be presented to the City Commission for approval and adoption of the revised By-Laws.

The San Juan Memorial Library Board meets the first Wednesday of the month at 6:00 p.m. at the San Juan Memorial Library.

The changes from the previous By-Laws are highlighted in red.

RECOMMENDATION:

Consider the approval of adopting the revised Library Board By-Laws.

PREPARED BY:

Armandina Sesin,
Director of Library

APPROVED BY:

Benjamin Arjona, City
Manager

BYLAWS OF THE SAN JUAN MEMORIAL LIBRARY BOARD

ARTICLE I. PUBLIC LIBRARY NAME AND LOCATION

Section I.

The Public Library is a city department as designated by the City of San Juan. It shall be named the San Juan Memorial Library.

Section II.

The principal place of business of this library is 1010 S. Standard, San Juan, TX 78589.

ARTICLE II. LIBRARY BOARD MEMBERSHIP AND OFFICERS

Section I.

There shall be a library board consisting of seven (7) members serving for two (2) year staggered terms, starting January of each year. The library board may make recommendations to the City Commission for appointments to the library board.

Section II.

~~Library Director—The library director shall be an ex-officio member of the board.~~

Section III.

Officers of the board shall be elected for two (2) year terms at the regular meeting of the board in February and shall be as follows:

Chairperson, Vice-Chairperson and Secretary. The terms of each office shall be limited to three (3) consecutive terms.

Should a vacancy occur on the library board, other than because of expiration of term, it shall be filled for the unexpired term only.

The chairperson shall:

1. Preside at all meetings.
2. Appoint special committees as needed.
3. Call special meetings, as needed, or when three voting members request that a special meeting be called.
4. Sign all library board recommendations that are forwarded to the city administration, City Commission and the Texas state Library and Archives Commission (TSLAC).

The vice-chairperson shall assume the duties of the chairperson in his/her absence.

The Secretary shall:

1. Verify all minutes before they are presented at board meetings.
2. Sign the minutes after they have been approved by the board.
3. Each month the secretary shall prepare and submit a library board attendance report; approved by the board, it shall be forwarded, with monthly minutes, to the City Secretary.

ARTICLE III. LIBRARY DIRECTOR

Section I.

The Library Director shall:

1. Attend all library board meetings.
2. Be responsible for keeping true and accurate records of all board proceedings at regular and special called meetings.
3. Submit a copy of the minutes to the City Secretary for submission to each member of the City Commission.
4. Have custody of the minutes of all library board meetings.
5. In conjunction, with the board shall submit, in January, an approved annual attendance report to the City Commission for review.

Section II.

The chairperson of the library board and the library director shall prepare the agenda for each library board meeting. The agenda for each meeting shall be posted for public reviewing at least seventy-two (72) hours before each board meeting in compliance with the Texas Open Meeting Act.

ARTICLE IV. BOARD MEETINGS

Section I.

Meetings of the library board shall be held the first Wednesday of each month at the San Juan Memorial Library. Four (4) voting members must be present to constitute a quorum to conduct the affairs of the board.

Section II.

At each February meeting, the board shall review all policies.

**ARTICLE V.
ATTENDANCE REQUIREMENTS**

Section I.

Any member of the board who is absent more than three (3) consecutive times from any regular or special meeting of said board or commission, or who is absent from said meetings more than fifty (50) per cent of the time during any one calendar year, without a legitimate excuse to be determined by the majority of the board, shall be automatically dropped from membership.

**ARTICLE VI.
GIFTS**

Section I.

Any gift to the library, other than money and library related materials must be approved by the library board.

**ARTICLE VII.
AMENDMENTS TO THE BYLAWS**

Section I.

These bylaws may be amended, as proposed by the library board, and approved by the City Commission.

**ARTICLE VIII.
MISCELLANEOUS**

Section I.

Robert's Rules of Order (current revised edition) will govern the procedures of all library board meetings in the absence of specific language contained in these bylaws.

BYLAWS OF THE SAN JUAN MEMORIAL LIBRARY BOARD

ARTICLE I. PUBLIC LIBRARY NAME AND LOCATION

Section I.

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Section I.

There shall be a library board consisting of seven (7) members serving for two (2) year staggered terms, starting January of each year. The library board may make recommendations to the City Commission for appointments to the library board.

Section II.

A designated Commissioner shall be a Liaison between the San Juan Memorial Library Advisory Board and the City Commission.

Section III.

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4. Have custody of the minutes of all library board meetings.
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Section II.

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ARTICLE IV. BOARD MEETINGS

Section I.

Meetings of the library board shall be held the first Wednesday of each month at the San Juan Memorial Library. Four (4) voting members must be present to constitute a quorum to conduct the affairs of the board.

Section II.

At each February meeting, the board shall review all policies.

**ARTICLE V.
ATTENDANCE REQUIREMENTS**

Section I.

Any member of the board who is absent more than three (3) consecutive times from any regular or special meeting of said board or commission, or who is absent from said meetings more than fifty (50) per cent of the time during any one calendar year, without a legitimate excuse to be determined by the majority of the board, shall be automatically dropped from membership.

**ARTICLE VI.
GIFTS**

Section I.

Any gift to the library, other than money and library related materials must be approved by the library board.

**ARTICLE VII.
AMENDMENTS TO THE BYLAWS**

Section I.

These bylaws may be amended, as proposed by the library board, and approved by the City Commission.

**ARTICLE VIII.
MISCELLANEOUS**

Section I.

Robert's Rules of Order (current revised edition) will govern the procedures of all library board meetings in the absence of specific language contained in these bylaws.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, locate at 200 E. IH2/Expressway 83, as Requested by Claymoore Engineering.

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide a 5.14-acre tract, where Homes of America was located, into one (1) commercial lot in order to build an Emergency Clinic from the Rio Grande Regional Hospital. They are proposing to build an 11,780 square feet free standing emergency room with entrance/exit along the IH2/Expressway 83 and Virgen de San Juan Boulevard (Nebraska Avenue). The developer is also proposed to have parking area around the building.

The property is a part of the new Expressway Corridor District (EC). The subdivision is proposed to have water and sewer services from the City of San Juan.

It is noted that the Project Engineering is requesting a variance to allow a 10-foot utility easement along the North and East side of the property instead of the 15-feet required by code.

RECOMMENDATION:

During the regularly scheduled meeting on October 25, 2018, the Planning and Zoning Commission recommended approval of the variance with a (6-0) vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 10/25/2018
CITY COMMISSION – 11/13/2018
DATE PREPARED – 11/05/2018

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision.

APPLICANT: HCA Design and Construction

ENGINEER/SURVEYOR: Claymoore Engineering

LEGAL: A 5.14-acre tract of land out of Lot 27 and 32, Block 8, John Closner Subdivision

LOCATION: Located at 200 E. IH2/Expressway 83

LOT/TRACT SIZE: 5.14-acres

EXISTING LAND USE AND ZONING: *North* – Vacant; Expressway Corridor District (EC)
South – Commercial; Expressway Corridor District (EC)
West – Institutional; Single-Family Residential District (R-S)
East – Housing; Expressway Corridor District (EC)

ACCESS AND CIRCULATION: The property has access onto Virgen de San Juan Boulevard and IH2/Expressway 83.

PUBLIC SERVICES: Water and sewer services are 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).

VARIANCE REQUEST: To allow a 10-foot utility easement along the North and East side of the property instead of the 15-feet required by code. (See attached letter)

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide a 5.14-acre tract, where Homes of America was located, into one (1) commercial lot in order to build an Emergency Clinic from the Rio Grande Regional Hospital. They are proposing to build an 11,780 square feet free standing emergency room with entrance/exit along the IH2/Expressway 83 and Virgen de San Juan Boulevard (Nebraska Avenue). The developer is also proposed to have parking area around the building.

The property is a part of the new Expressway Corridor District (EC). The subdivision is proposed to have water and sewer services from the City of San Juan.

It is noted that the Project Engineering is requesting a variance to allow a 10-foot utility easement along the North and East side of the property instead of the 15-feet required by code.

PLAT REQUIREMENTS

Subdivision Plat:

1. Subdivision plat is incomplete. Please provide information from the Engineer.

Site Plan:

1. Submit Site, Drainage/Grading and Engineering Detention Plans for review.
2. Provide locations of existing driveways along Nebraska Avenue and the I-2 Frontage Road to determine driveway spacing.
3. Driveway permits will be required from TxDOT along Nebraska Avenue and I-2 Frontage Road.
4. Traffic Impact Analysis Study may be required.

ENGINEERING PLANS

Note: all new public infrastructures shall be in accordance with the “**Standard Design Guide for Public Infrastructure Improvements**” as published September 2016. Design Guide is available at the City of San Juan website.

Water Distribution System Layout

1. Show existing fire hydrants.
2. Additional fire hydrant may be required. See Fire Department comments.
3. Provide water distribution/fire hydrant construction plans for review to City of San Juan.
4. Pipe shall be C900 SDR 18.

Sanitary Sewer System Layout

1. Indicate location for sanitary sewer service and provide sanitary sewer construction details as appropriate.
2. Show invert and top of manhole elevations for all sanitary sewers and show flow direction and slopes. All pipes shall be PVC SDR27.

Escrow and Engineering Estimates

1. Submit engineering cost estimate(s) for all public infrastructure as required.
2. Subdivision may be subject to reimbursement to the City of San Juan for sanitary sewer and water line connections.

**PRELIMINARY AND FINAL PLAT APPROVAL
LOT 1, BLOCK 1, RIO GRANDE REGIONAL HOSPITAL ADDITION
NOVEMBER 13, 2018**

PAGE 3

Drainage Statement

1. The Drainage Statement has been received. No on-site detention is required due to pre-existing conditions.
2. Drainage Statement to be submitted to the Hidalgo County Drainage District No. 1 for approval prior to recording the plat.

Fire Department:

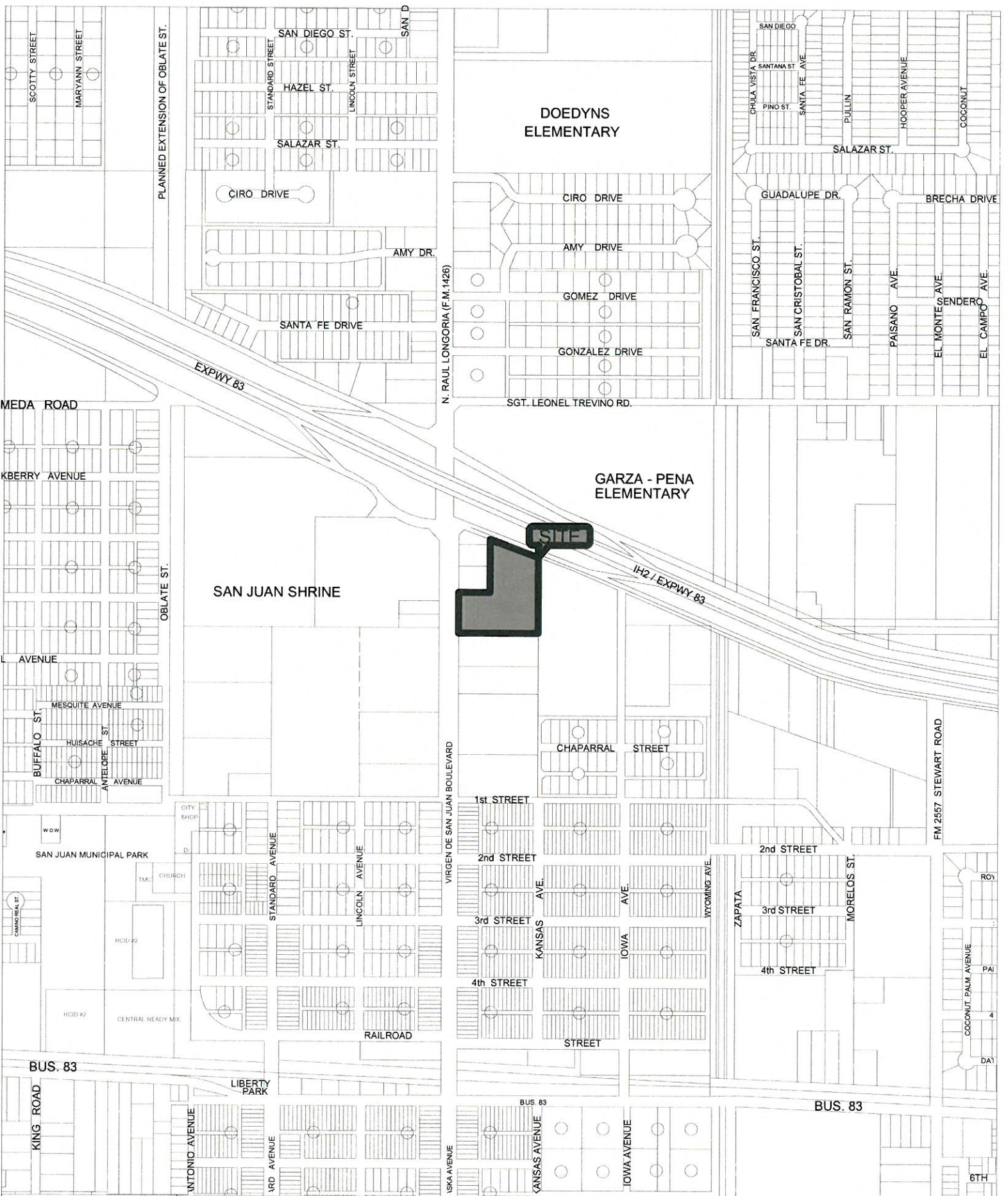
1. The building must be completely sprinkled.
2. The sprinkler system plans must be submitted for approval.
3. Fire Alarm System must be submitted for approval.
4. All hydrants must be installed before construction begins.
5. All hydrants must be placed every 300 feet. (Hydrants must be Mueller Safety Yellow).
6. An FDC shall be free standing with a hydrant within 100 feet and shall have a five (5) inch Knox Box Storz cap.
7. The fire lanes shall be established once the parking lot is completed.
8. The riser room shall be labeled.
9. The address shall be placed in front of the building with 6-inch numbers.
10. The water line shall be looped.
11. Medical Gas System-Medical Gases shall be stored in areas dedicated to the storage of such gases without other storages or uses.

Park Fees:

1. \$550.00 per acre must be paid before subdivision recording.

ATTACHMENTS:

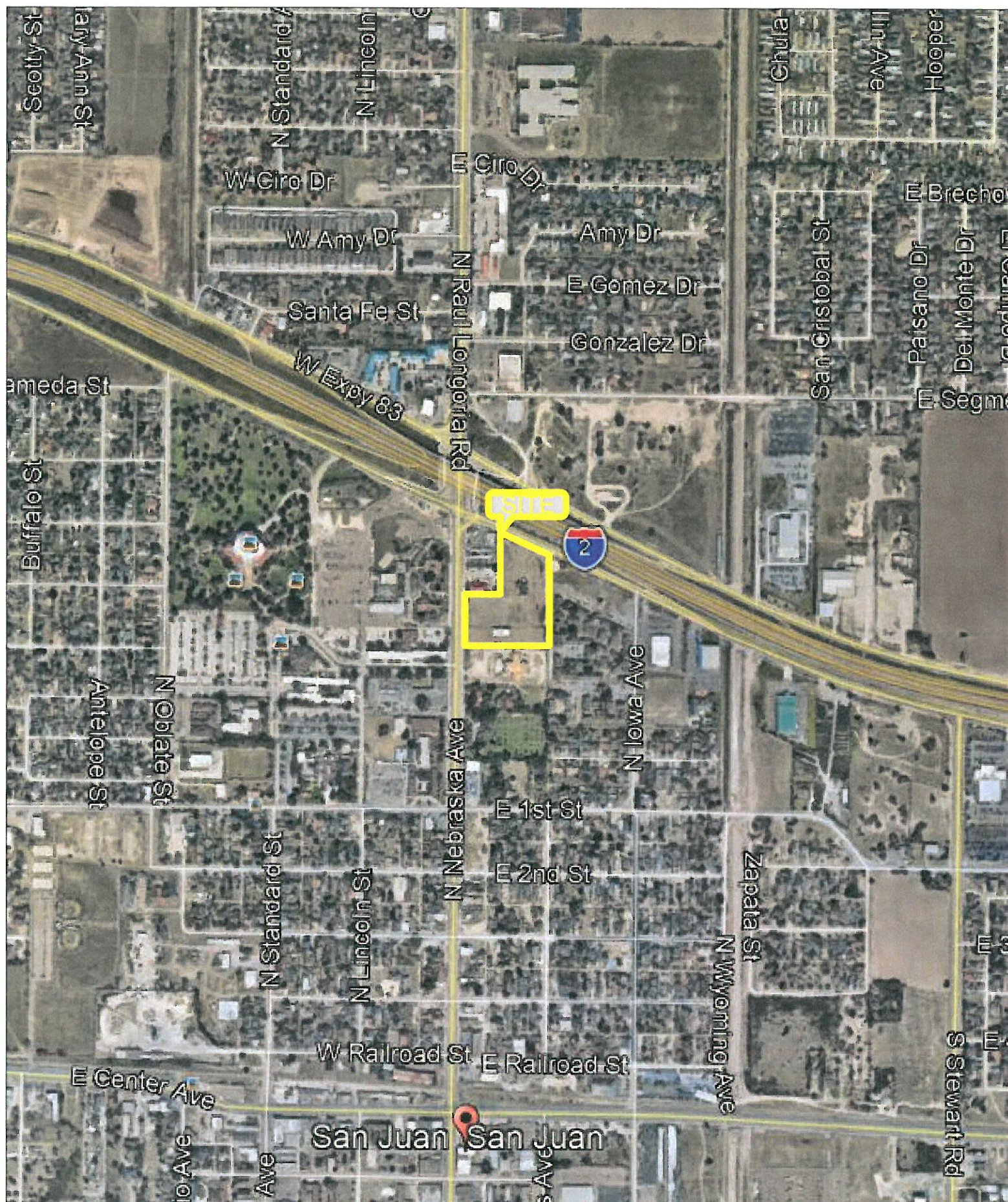
Location Map
Aerial Photo
Zoning Map
Variance Request Letter
Subdivision Plat
Site Plan
Photos



- Legend**
- CITY LIMITS
 - Proposed area

Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, located at 200 E. IH 2/Expressway 83, as Requested by Claymoore Engineering.



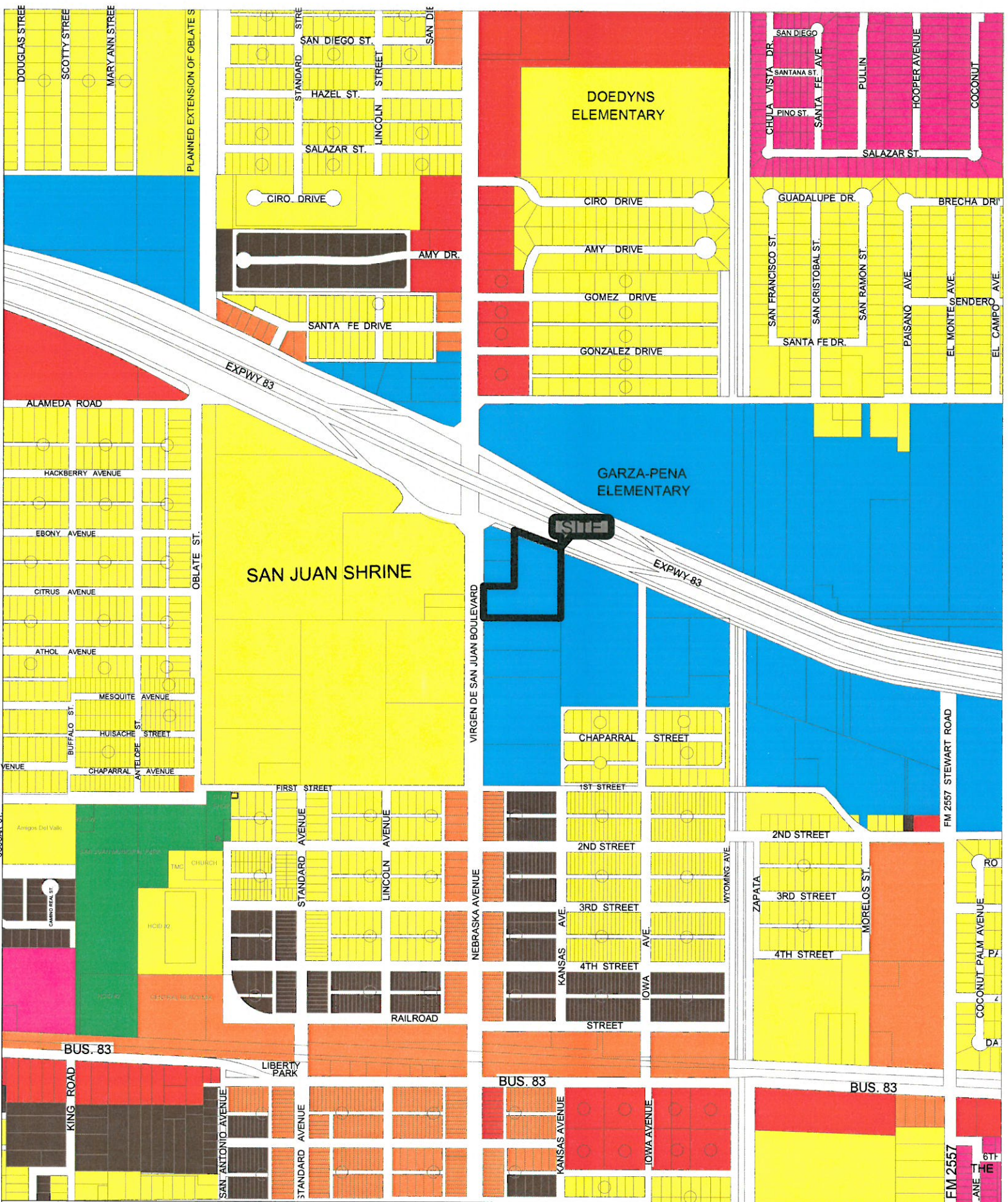


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, located at 200 E. IH 2/Expressway 83, as Requested by Claymoore Engineering.





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

Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, located at 200 E. IH 2/Expressway 83, as Requested by Claymoore Engineering.





October 24, 2018

Roberto Escobar
City of San Juan - Planning Department
709 S. Nebraska Avenue
San Juan, TX 78589

Re: Final Plat Variance Request Letter

Dear Mr. Escobar:

The letter is intended to request a variance to allow 10' utility easements along the north and east property lines for the proposed Rio Grande Regional Hospital Addition, in lieu of providing 15' utility easements. There is currently a 10' wide water line easement that runs along the west and north property lines. The City has requested a 15' public utility easement be placed around the boundary of the property.

Due to the existing topography on the site, two (2) drainage ditches are being proposed on both the east and west sides of the proposed development to allow adequate drainage. The requested 15' easement will conflict with the proposed drainage ditches. At a minimum, a reduction in the width of the requested easements will benefit the development of the site. The City has indicated they would support a reduction of the easement to 10' along the north and eastern property line.

For additional consideration(s) we would request the 15' public utility easement along the western boundary be reduced to 10' to match the existing width of the water line easement and the requested 15' easement along the eastern boundary be removed. It is our belief that any public utility extension(s) that would be necessary to serve the property to our east could be adequately served by the easements being provided along our northern and southern property line.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Helmberger".

Jared Helmberger, P.E.

Preliminary and Final Plat Approval of the Lot 1, Block 1, Rio Grande Regional Hospital Addition Subdivision being a 5.14-acre tract of land out of Lots 27 and 32, Block 8, John Closner Subdivision, located at 200 E. IH2/Expressway 83, as Requested by Claymoore Engineering.



View from Virgen de San Juan Boulevard (Nebraska Avenue)



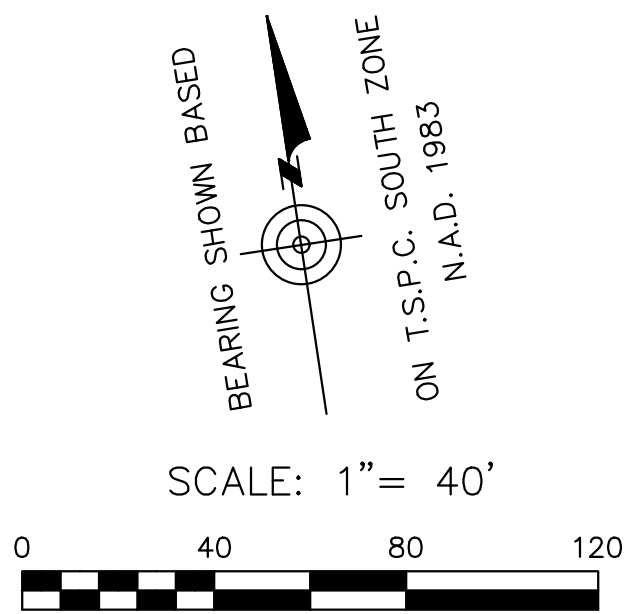
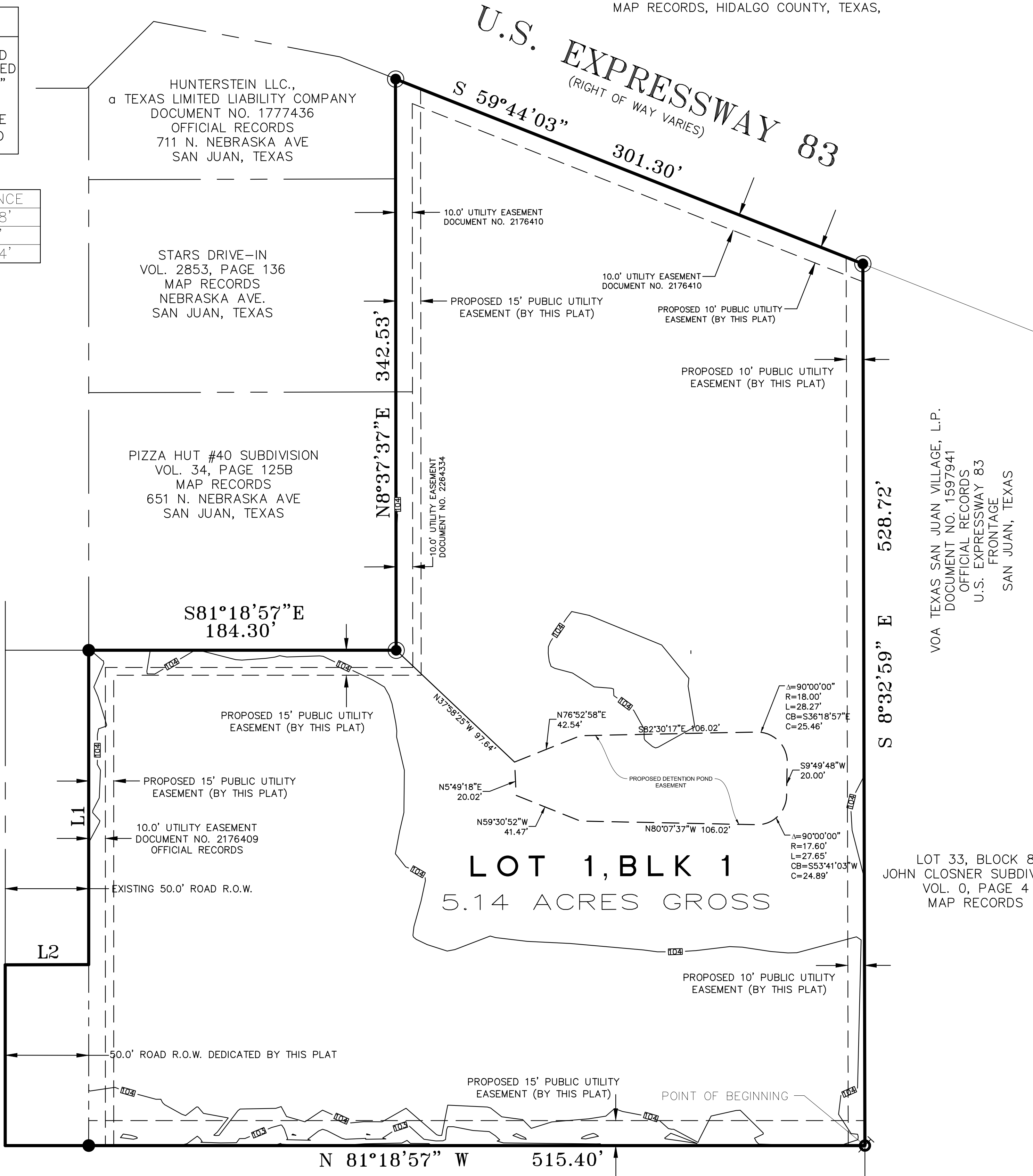
View from IH 2/Expressway 83

SUBDIVISION PLAT OF
FINAL PLAT
LOT 1, BLOCK 1
RIO GRANDE REGIONAL HOSPITAL ADDITION

A 5.14 ACRE TRACT OF LAND BEING OUT OF LOT 27
AND LOT 32, BLOCK 8, JOHN CLOSER SUBDIVISION
SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 4,
MAP RECORDS, HIDALGO COUNTY, TEXAS,

LEGEND		
○	- SET 1/2 INCH IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING"	
⊙	- FD PK NAIL	
●	- FD. 1/2 INCH IRON PIPE	
●	- FD. 1/2 INCH IRON ROD	

LINE	BEARING	DISTANCE
L1	N 08°41'15" E	188.58'
L2	S 81°18'57" E	50.00'
L3	N 08°41'15" E	108.44'



METES AND BOUNDS DESCRIPTION

A 5.14 ACRE TRACT OF LAND BEING OUT OF LOT 27 AND LOT 32, BLOCK 8, JOHN CLOSER SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 5.14 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND AT THE NORTHEAST CORNER OF LOT 2, DE LA GARZA SUBDIVISION, AS RECORDED IN VOLUME 54, PAGE 15, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 81°18'57" W (N 81°29'45" W), WITH THE NORTH LINE OF SAID LOT 2, AT A DISTANCE OF 465.40' PASS A 5/8" IRON ROD W/ YELLOW CAP FOUND ON THE EAST RIGHT OF WAY LINE OF RAUL LONGORIA ROAD, AS RECORDED IN VOLUME 969, PG. 248 AND VOLUME 969, PAGE 250, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING A TOTAL DISTANCE OF 515.40' TO THE WEST LINE OF SAID LOT 32 AND THE RIGHT OF WAY OF SAID RAUL LONGORIA ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°41'15" E (N 08°30'15" E), WITH THE WEST LINE OF SAID LOT 32 AND WITHIN THE RIGHT OF WAY OF SAID RAUL LONGORIA ROAD, AT A DISTANCE OF 108.44' THE COMMON WEST CORNER OF SAID LOT 32 AND LOT 27, FOR A CORNER OF THIS TRACT OF LAND;

THENCE S 81°18'57" E, WITH THE COMMON LINE OF SAID LOT 27 & 32, A DISTANCE OF 50.00' TO THE EAST RIGHT OF WAY LINE OF SAID RAUL LONGORIA RD, FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 08°41'15" E, WITH THE EAST RIGHT OF WAY LINE OF SAID RAUL LONGORIA RD, A DISTANCE OF 108.58' TO A 5/8" ROD WITH YELLOW CAP FOUND AT THE SOUTH LINE OF PIZZA HUT #40 SUBDIVISION AS RECORDED IN VOLUME 34, PAGE 125B, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHERN MOST NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 81°18'57" E (S 81°29'45" E), WITH THE SOUTH LINE OF SAID PIZZA HUT #40 SUBDIVISION, A DISTANCE OF 184.30' TO A 1/2" IRON PIPE FOUND ON THE SOUTHEAST CORNER OF SAID PIZZA HUT #40 SUBDIVISION, FOR AN INSIDE CORNER OF THIS TRACT OF LAND;

THENCE N 08°37'37" E (N 08°30'15" E), WITH THE EAST LINE OF SAID PIZZA HUT #40 SUBDIVISION, A DISTANCE OF 342.53' (342.72') TO A 1/2" IRON PIPE FOUND ON THE NORTHEAST CORNER OF A TRACT OF LAND DEED TO HUNTERSTEIN LLC., AS RECORDED IN DOCUMENT NO. 1777436, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS AND THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83, FOR THE NORTHERN MOST NORTHWEST CORNER OF THIS TRACT OF LAND; THENCE S 59°44'03" E (S 59°51'25" E), WITH THE SOUTH RIGHT OF WAY LINE OF SAID U.S. EXPRESSWAY 83, A DISTANCE OF 301.30' (301.64') TO A 1/2" IRON PIPE FOUND ON THE EAST LINE OF SAID LOT 27, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°32'59" W (S 08°30'15" W), WITH THE EAST LINE OF SAID LOT 27, A DISTANCE OF 528.72' (523.52') TO THE POINT OF BEGINNING, CONTAINING 5.14 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

- THIS PROPERTY IS LOCATED IN ZONE "C" ON A FLOOD INSURANCE RATE MAP - COMMUNITY PANEL No. 480343 0350 B; REVISED JAN. 02, 1981.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AS MEASURED FROM THE CENTER OF THIS LOT.
- A TOTAL OF 0.448 ACRE-FEET OF STORM WATER DETENTION IS REQUIRED FOR THIS SUBDIVISION.
- NO PERMANENT STRUCTURES OR FENCES SHALL BE CONSTRUCTED ON ANY EASEMENTS AS PER CITY OF SAN JUAN ORDINANCE.
- MINIMUM BUILDING SETBACKS SHALL COMPLY WITH THE CITY OF SAN JUAN ZONING ORDINANCE.
- ALL UTILITY EASEMENT AND DRAINAGE EASEMENTS SHALL BE PROPERLY MAINTAINED BY THE OWNER AS PER CITY ORDINANCE.
- BENCHMARK: ELEV= 104.30 TOP OF PK NAIL AT SOUTHEAST CORNER OF THIS SUBDIVISION. 1988 VERTICAL DATUM
- A 5 FOOT SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF U.S. EXPRESSWAY 83 AND THE EAST SIDE OF NEBRASKA AVENUE.
- AN ENGINEERED DETENTION PLAN MUST BE APPROVED BY THE CITY OF SAN JUAN PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- A 8' BUFFER IS REQUIRED ALONG THE NORTH SIDE OF THIS SUBDIVISION AT THE TIME OF A BUILDING PERMIT.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED BY THE CITY OF SAN JUAN AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- DRIVEWAY PERMITS WILL BE REQUIRED FROM TxDOT ALONG NEBRASKA AVENUE AND HWY 83 FRONTAGE ROAD.
- A TRAFFIC IMPACT ANALYSIS MAY BE REQUIRED.
- ESCROW FUNDS WILL BE REQUIRED FOR ALL PUBLIC INFRASTRUCTURE IMPROVEMENTS.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAIN VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THE PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

DATE

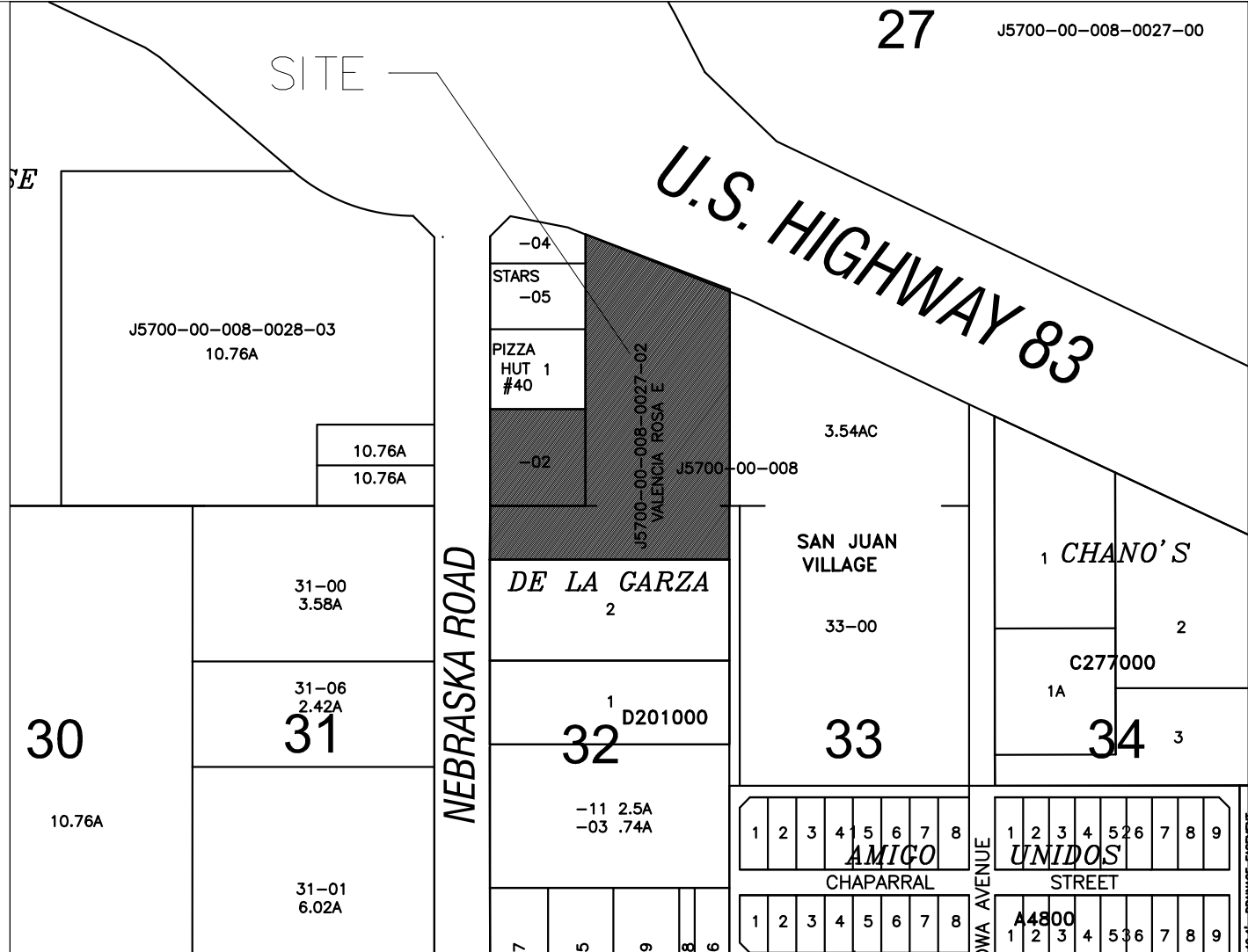


ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

JARED HELMBERGER, P.E.
REG. PROFESSIONAL ENGINEER NO. 130231

DATE



STATE OF TEXAS - COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS RIO GRANDE REGIONAL HOSPITAL ADDITION SUBDIVISION, AN ADDITION TO THE CITY OF SAN JUAN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF SAN JUAN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF SAN JUAN.

RIO GRANDE REGIONAL HOSPITAL
101 EAST RIDGE ROAD, MCALLEN, TX 78503

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED (OWNER'S NAME), PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

STATE OF TEXAS - CITY OF SAN JUAN
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF SAN JUAN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF THE _____ SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN JUAN, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

PLANNING AND ZONING COMMISSION CHAIRMAN DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS-OF-WAYS OR EASEMENTS.

PRESIDENT ATTEST SECRETARY



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

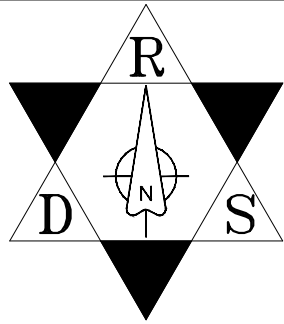
ON: _____ AT: _____ AM/PM

INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS:			
NAME	ADDRESS	PHONE(S)	
OWNER: RIO GRANDE REGIONAL HOSPITAL	101 EAST RIDGE ROAD, MCALLEN, TX 78503	(956) 632-6000	
OWNER: JARED HELMBERGER	P.E. 1903 CENTRAL DRIVE, SUITE 406 - BEDFORD, TX 76021	(817) 281-0572	
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S. 24593 FM 88 - MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156	

LOT 2
DE LA GARZA SUBDIVISION
VOL. 54, PAGE 15
MAP RECORDS
N. NEBRASKA AVE.
SAN JUAN, TEXAS
GELMAN LAWRENCE R MD & MARIA ESPERANZA



RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 13, 2018

Consider Selecting and Authorizing the City Manager to Enter into a Contract Agreement for the Installation of fencing at the San Juan Municipal Park Softball Fields.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff advertised RSB # 18-75-10-25 on October 10th and October 25, 2018. On Thursday, October 25, 2018, Staff received one (1) Response for Seal Bid/Proposal for Fencing Project # 18-75-10-25.

The following firm submitted a proposal:

American Fence, San Juan, Texas

After reviewing the proposal, staff feels the BID provided is acceptable and funding is available.

RECOMMENDATION:

Authorize the City Manager to Enter into Contract Negotiations and an Agreement / Contract for the Installation of Fencing at the San Juan Municipal Park Softball Fields.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

AMERICAN FENCE

1501 FOSTER STREET
SAN JUAN, TX 78589

Date
10/24/18

ESTIMATE
ESTIMATE #
5098

CITY OF SAN JUAN
SAN JUAN MUNICIPAL PARK
SAN JUAN, TX
FIELD 1 SOUTH

		P.O. No	Terms	Project		
Item	Qty	Description			Price	Amount
		1)REMOVED 40FT OF EXISTING CHAIN LINK FENCE 10FT HIGH FOR BACKSTOP.				\$15,980.00
		2)REMOVED 20FT OF EXISTING CHAIN LINK FENCE 16FT HIGH FOR BACKSTOP.				
		3)INSTALLATION OF 60FT OF CHAIN LINK FENCE 19FT HIGH FOR BACSTOP.				
		4)REPLACE 100FT OF CHAIN LINK WIRE ONLY 10FT HIGH.				
		5)REMOVED 100FT OF EXISTING CHAIN LINK FENCE 8FT HIGH.				
		6)INSTALLATION OF 100FT OF NEW CHAIN LINK FENCE 8FT HIGH.				
		7)INSTALLATION OF 60FT OF CHAIN LINK FENCE 8FT HIGH AT DOGOUTS NOTE: CHAIN LINK WIRE ONLY.				
		8)INSTALLATION OF 80FT OF NEW CHAIN LINK FENCE 8FT HIGH FOR ADDITION OF DOGOUTS.				
		9) 2 NEW WALKING GATES OF CHAIN LINK FENCE 8FT HIGH.				
		10)INSTALLATION OF 2 NEW DOBLE GATES 12FT WIDE 6FT HIGH.				

Thank you for your business

Total Pending

\$15,980.00

B10 # 18-75-10-25, Pg 1 of 3

AMERICAN FENCE

1501 FOSTER STREET
SAN JUAN, TX 78589

Date
10/24/18

ESTIMATE
ESTIMATE #
5098

CITY OF SAN JUAN
SAN JUAN MUNICIPAL PARK
SAN JUAN, TX
FIELD 2 NORTH

		P.O. No	Terms	Project		
Item	Qty	Description			Price	Amount
		1)REMOVED 40FT OF EXISTING CHAIN LINK FENCE 10FT HIGH FOR BACKSTOP.				\$15,980.00
		2)REMOVED 20FT OF EXISTING CHAIN LINK FENCE 16FT HIGH FOR BACKSTOP.				
		3)INSTALLATION OF 60FT OF CHAIN LINK FENCE 19FT HIGH FOR BACSTOP.				
		4)REPLACE 100FT OF CHAIN LINK WIRE ONLY 10FT HIGH.				
		5)REMOVED 100FT OF EXISTING CHAIN LINK FENCE 8FT HIGH.				
		6)INSTALLATION OF 100FT OF NEW CHAIN LINK FENCE 8FT HIGH.				
		7)INSTALLATION OF 60FT OF CHAIN LINK FENCE 8FT HIGH AT DOGOUTS NOTE: CHAIN LINK WIRE ONLY.				
		8)INSTALLATION OF 80FT OF NEW CHAIN LINK FENCE 8FT HIGH FOR ADDITION OF DOGOUTS.				
		9) 2 NEW WALKING GATES OF CHAIN LINK FENCE 8FT HIGH.				
		10)INSTALLATION OF 2 NEW DOBLE GATES 12FT WIDE 6FT HIGH.				

Thank you for your business

Total Pending

\$15,980.00

B.I.D # 18-7510-25, pg 2 of 3

AMERICAN FENCE

1501 FOSTER STREET
SAN JUAN, TX 78589

Date
10/24/18

ESTIMATE
ESTIMATE #
5098

CITY OF SAN JUAN
SAN JUAN MUNICIPAL PARK
SAN JUAN, TX
FIELD 1 AND 2

Item	Qty	Description	P.O. No	Terms	Project	Price	Amount
		TOTAL PRICE FOR FIELD 1 AND FIELD 2.					\$31,960.00

Thank you for your business

Total Pending \$31,960.00

B.O # 18-75-10-25, pg. 3 of 3



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: November 9, 2018
SUBJECT: Municipal Court Information Requested

This is the information that was requested from the Municipal Court from the Dates of
October 2017 thru September 2018.

Magistrations	-	566
Bond Reductions	-	22
Citations	-	2155
Signed warrants pending arrest	-	32
Code Enforcement cases	-	1

The total salary for the Municipal Court Judges is a \$63,400.00. The judges work a combined average of 12 hours a week and are on call 24 hours a day.