



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

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SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, January 8, 2019

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. Update on new City of San Juan Transit Terminal Building / City Hall.

B. Report on Noche de Paz.

C. Report on San Juan Sports Complex.

D. Presentation of Departmental Reports: Department of Planning and Zoning, Department of Finance, Department of Sanitation, Department of Utilities, San Juan Memorial Library, Police Department, Fire Department, Municipal Court and Department of Parks and Recreation.

1. Department of Planning and Zoning Monthly Report.

2. Department of Finance Monthly Report.
3. Department of Sanitation Monthly Report.
4. Department of Utilities Monthly Report.
5. Library Monthly Report.
6. Police Department Monthly Report.
7. Fire Department Monthly Report.
8. Municipal Court Monthly Report.
9. Department of Parks and Recreation Monthly Report.

VI. PUBLIC HEARING/ORDINANCES

- A. Consider Adoption of an Ordinance in First Reading for the Voluntary Annexation of the Proposed Hinojosa Acres Subdivision being a 2.0 acre tract of land out of Lot 7, Block 9, Lot 4, Block 13, and Lot 5, Block 13, John Closner et. al. Subdivision, as per Volume 0, Pages 4-5, H.C. M.R., Hidalgo County, Texas located on South Nebraska Avenue, along the North side of Conway Road.
- B. Consider Adoption of an Ordinance Amending the Code of Ordinance in the First Reading of the City of San Juan, Texas by Adding Article 4.11 Food Establishment Regulations under Chapter 4 Business Regulations to provide for the Regulation of Food Establishments, Including Food Service Establishments, Retail Food Stores, Temporary Food Establishments, and Food Handlers.
- C. Discussion and Possible Action on Current Brush Pick-Up Ordinance.

VII. CONTRACTUALS/RESOLUTIONS

- A. Consider, Approve and Enter into an Inter-Local Cooperation Agreement Between by and Between the City of San Juan, Texas and the County of Hidalgo, Pct 2 to Jointly Undertake the Reconstruction and New Construction of Certain Portions of Moore Road.

- B.** Preliminary and Final Plat Approval of the Garco Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.
- C.** Consider Selecting and Authorizing the City Manager to Enter into a Contract Agreement with two Bidders for Weedy Lot Mowing Services.
- D.** Consider Authorizing the Police Chief to Enter into a Homeland Security Memorandum of Understanding Between the City of San Juan Police Department and the City of Mercedes Police Department to Establish Joint Operational Procedures for the Law Enforcement Emergency Regional Response Team (LEERTT).
- E.** Consider Entering Into an Interlocal Agreement between the City of San Juan and Hidalgo County for Rural Emergency Services.
- F.** City of San Juan Resolution Opposing Current Schematics Configuration of the Off and On Ramps.

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

- A.** Consider the Approval of Budget Amendment in the Amount of \$9,018 from the Municipal Court Technology Fund.
- B.** Discussion and Possible Action to Declare Scrap Pipe, Broken Valves and Fittings, Manhole Covers, Pumps and Motors as Surplus and Salvage Items for Final Disposal at Auction or Salvage Yard and Authorize the City Manager to Execute all Related Documents.
- C.** Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Understanding Between the City of San Juan and Research, Applied Technology, Education, and Service (R.A.T.E.S.) D.B.A. RATES/RGV for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force
- D.** Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement for Two Half Ton Crew Cab Pickups from Buy Board Vendor (#521-16) Caldwell Country Chevrolet in the Amount of \$44,670.00 and Execute all Related Documents and Budget Amendment as Needed.

CITY COMMISSION MEETING AGENDA

JANUARY 8, 2019

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- E.** Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement to Purchase a 2016 Peterbilt 567SF ISX12 AUTO AIR W/G&H 1560 (VIN 369967) AKA Roll-off Truck for the Purchase Price of \$137,050 and Execute all Related Documents and Budget Amendment as Needed.
- F.** Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement to Purchase a Patriot 52" KAW FX TWIN (8D00) Scag Riding Mower for the Purchase Price of \$5,839.00 and Execute all Related Documents and Budget Amendment as Needed. Purchase is to be Made Via Buyboard Vendor MAE Power Equipment Under Buyboard Contract # 539-17.
- G.** Discussion and Possible Action Regarding Upcoming General Election to Fill Terms that will Expire May 4, 2019 for Commissioner Place 2 and Place 5.
- H.** Discussion and Possible Action to Amend the Current Chapter 380 Agreement Economic Development Incentive Agreement between the City of San Juan and SJL Land Venture, LTD.

IX. CONSENT AGENDA

- A.** Monthly Collection Report-November 2018
- B.** Budget Expenditure Report - Nov. 2018

X. 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 § 551.071 (Consultation with Attorney) and Texas Government Code § 551.087 (Deliberation Regarding Economic Development Negotiations).
 - 1.** Pursuant to Section § 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS; Deliberation Regarding Financial Incentives to a Business Prospect Project Square.
 - 2.** Pursuant to Section 551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Municipal Court Judge, City Manager).

XI. 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.

XII. 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 _____, 2019.

OFFICE OF THE CITY SECRETARY

BUDGET AND MILESTONES

Budget.

The proposed project budget for the Terminal Transit facility is as follows:

FTA Amount - \$1,920,023.00

Local Match - \$ 480,006.00 (including in kind Property @ \$235,000.00)

Total Prj. = \$2,400,029.00

The city proposes to add an additional approximate amount of \$2 Million dollars for a total project amount of \$4,400,029.00 of facility improvements.

Total project is estimated at \$4,165,029.00 for professional services and construction. This would allow for estimated amounts for professional services of \$416,502.00 and \$3,748,527.00 in construction.

The city has possession of the subject property for the proposed site.

Milestones.

Phase 1 – **Procurement** Approval and Selection of Professional Services, Dec. 2018 – Feb. 2019

Phase 2 – **Design**, Feb. 2019 – April 2019

Phase 3 – Project Design Approval / **Bidding**, April 2019 – June 2019

Phase 4 – **Construction**, June 2019 – June 2020

The proposed project would have a tentative start date of January 1, 2019 and completion end date of June 2020 contingent on agency approvals.



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Leonardo “Lenny” Sanchez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Diana Cavazos, City Secretary

DATE: 01/02/2019

SUBJECT: Department of Planning and Zoning Monthly 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.

- 45 building permits were issued with a \$1,028,457.00 in total valuation.
- 133 garage sale permits were issued (\$1,330.00 in revenues).
- Provided customer service and support to 1,054 people and handled approximately 2,158 calls.
- The building inspectors made approximately 231 inspections.
- Three (3) 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
- Arguello Subdivision
- Garco Subdivision

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- In Style Nail Salon at 901 W 1st Street

SUBSTANTIAL BUILDING PERMITS ISSUED OR PROCESSED IN THE PAST MONTH

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

- MHS My Place Sales at 800 W. FM 495
- Mercedes-Benz Shop Addition
- Ramon Guajardo Commercial Offices at 1002 N. Raul Longoria Road

CONDITIONAL AND SPECIAL USE PERMITS IN PROCESS

- None

REZONING APPLICATIONS IN PROCESS

- None

VARIANCE APPLICATIONS IN PROCESS

- None

ORDINANCES IN PROCESS

- Health Ordinance Procedures and Fees
- Brush Pick-Up Ordinance
- Voluntary Annexation Ordinance for Hinojosa Acres Subdivision

SUBDIVISIONS RECORDED

- None

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. Two public hearings before the City Commission had been held to accept the voluntary annexation petition. Two more hearings will be held on the month of January for the First and Second Reading of the Annexation Ordinance.

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. Updated Thoroughfare Plan along FM 1426 (Raul Longoria Road) from IH-2 to Nolana Loop.

COMPREHENSIVE PLAN PROJECT

Meetings are being held monthly with Ann Bagley the project consultant and committee. A Community Meeting was held on Thursday, December 6th at the San Juan Memorial Library where citizens were invited to participate and give their ideas. A total of 20 people attended the meeting, looked the maps and fill out a survey for the Comprehensive and Parks Plan. The next meeting will be held on January 10th at the

San Juan Memorial Library.

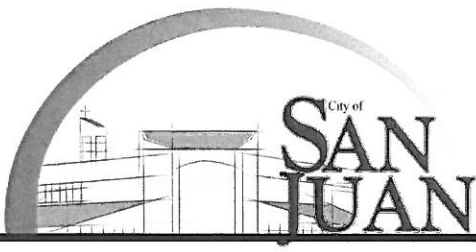
HEALTH DIVISION

The Department is working diligently on establishing procedures and have already hired a Health Inspector for the Health Division. A Health Permit Program has been created for the implementation of issuing permits and inspections.

CITY OF SAN JUAN - Code Enforcement Dept.

COLLECTIONS FROM 12/01/2018 TO 12/27/2018

	Count	Valuation	Fees
New Commercial	0	0	0.00
New Apartments	0	0	0.00
New Residence	3	310,000	1,441.30
Residential Addition	2	15,000	94.50
Residential Repair /Remodel	2	5,000	70.00
Comm. Remodel / Additions	0	0	0.00
House Moving	0	0	0.00
Mobile Homes (Moved In)	1	33,000	100.00
Carports	0	0	0.00
Garages	0	0	0.00
Fences	4	10,795	146.45
Storage Rooms	3	2,100	72.84
Driveways/Sidewalks	0	0	0.00
Patios/Porches	1	400	32.67
Swimming Pools	0	0	0.00
Signs - Temporary	1	200	30.00
Signs - Permanent	0	0	0.00
Miscellaneous	0	0	0.00
TOTAL CONSTRUCTION PERMITS	17	\$ 376,495	\$ 2,287.76
Plumbing	38		3,505.00
Electrical	26		2,170.00
Mechanical	8		1,025.00
Demolitions	3		300.00
Renewals /Reinspections	1		40.00
Garage Sales	133		1,320.10
Business & Health Licenses	0		0.00
Business Only Licenses	5		200.00
Health Only (Temp) Licenses	0		0.00
Food Handlers Licenses	0		0.00
GRAND TOTAL	231		\$ 10,847.86



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MEMORANDUM

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: December 26, 2018
Subject: Monthly Departmental Report

Finance Department

Department Description

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

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

Additional Information

- 6 STAFF MEMBERS
- Maintained 28 funds, assisted 24 departments, and posted 576 journal entries, issued 709 disbursement checks, and processed 908 payroll checks and direct deposits, during the months of October 2018 –September 2019
- Re-numbered the City Units 85% complete
- Reconciled 5 Bank Accounts
- Budget Adjustments 7
- Budget Amendments 1
- Manage a 22.8 million budget
 - General Fund Budget of 11.5 million
 - Utility & Sanitation Fund 7.4 million
 - Stormwater Fund 287 thousand
 - Debt Service Fund 1.6 million
 - Other Funds 1.8 million

Utility Billing Department

Department Description

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

- The City collects about 6,496 water and 9,527 sewer accounts.
- North Alamo Water Supply Corporation service 3,399 sewer accounts
- Per Audited Financial Report, in FY ending 9/30/2018, Utility Fund collected 5.6 million and Sanitation Fund 2.9 million with a combined 8.5 million.
- Email Billing (13)
- Service Orders
 - Connects 69
 - Meter information 113
 - Disconnect 31
 - Dead Meters Change 14
 - Past Due Notice 1,637
 - Cut Off Register 19
 - Cut List 156
- Payments are made by
 - 73 % paid in person
 - 1 % juniors
 - 16 % online
 - 6 % bank drafts
 - 4 % other locations
- Staff of 6 Employees

CITY OF SAN JUAN
BUDGET ADJUSTMENT
FY 2017-18

Budget Amendment No. BA0001540
 (Assigned by Fin. Dept)

and Name: Utilities
 Dept. Name: UTILITIES

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

EXPENDITURES						
52.614.7940	PUMPS			\$ 8,000.00		\$ 8,000.00
						\$ -
					\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTALS EXPENDITURES		\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00

JUSTIFICATION: _____
 BUDGET ADJUSTMENT WILL BE FROM 2007 BOND SERIES REVENUE ACCOUNT

DAVID SALINAS 11.20.2018 [Signature] 11/20/18
 REQUESTED BY DATE
 Department Director (Print)
[Signature] 11/27/18
 APPROVED BY DATE
 City Manager (Budget Officer)

UTILITIES
 Department Director (Signature)
[Signature] 11/20/18
 REVIEWED BY DATE
 (Finance Department)

CITY OF SAN JUAN BUDGET ADJUSTMENT

Budget Adjustment No.

BA 0001538

(Assigned by Fin. Dept)

Fund Name: General Fund

Dept. Name: Information Technology

Account Number	Description	Original Budget	Current Budget	Increase	Decrease	Adjusted Budget Amt
REVENUES						
TOTAL REVENUES						

EXPENDITURES						
10-580.5500	Travel Training	5,423.00	5,423.00		250.00	5173.00
10-580.62000	Tires and Tubes	250.00	250.00	250.		500.00
		5,673.00	5,673.00	250.00	250.00	

JUSTIFICATION:

To purchase and change 2 tires on Unit #106

REQUESTED BY

DATE

Department Director (Print)

APPROVED BY

DATE

City Manager (Budget Officer)

DEPT. DIRECTOR

DATE

Department Director (Signature)

REVIEWED BY

DATE

(Finance Department)

CITY OF SAN JUAN
BUDGET ADJUSTMENT FORM
FY 2018-19

Budget Adjustment No. BA0001537

(Assigned by Fin. Dept)

Fund Name: General Fund
 Dept. Name: City Secretary

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

EXPENDITURES						
10-420.6250	Food, Ice, Bottled Water	1,000	1,000		935	65
10-420.5500	Travel and Training	2,500	2,500	1,052		3,552
10-420.6140	Office Supplies	1,800	1,800		117	1,683
TOTALS EXPEDITURES		5,300	5,300	1,052	1,052	5,300

JUSTIFICATION:

To allocate money to cover the 64th Annual Texas Vital Statistics Conference in December 10-12, 2018.

Diana Cavazos

REQUESTED BY

Department Director (Print)

DATE

Diana H. Cavazos

DEPT. DIRECTOR

DATE

11/1/18

Department Director (Signature)

[Signature]

REVIEWED BY

DATE

11/6/18

(Finance Department)

[Signature]

APPROVED BY

City Manager (Budget Officer)

DATE

11/7/18

(Assigned by Fin. Dept.)

BA0001539
(Assigned by Fin. Dept)

(Assigned by Fin. Dept)

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

EXPENDITURES						
54-614.7934	WATER LINES	\$ -	\$ -	\$ 434,000.00	\$ -	\$ 434,000.00
54-614.3419	ENGINEERING	\$ -	\$ -	\$ 12,600.00	\$ -	\$ 12,600.00
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TOTALS EXPEDITURES \$		-	\$	-	\$	446,600.00
					\$ -	\$ 446,600.00

JUSTIFICATION: East San Juan Water Improvement Project Approved by City Commission July 10, 2018.

avid Salinas

REQUESTED BY DATE

Department Director (Print)

B. A.

APPROVED BY DATE

City Manager (Budget Officer)

 11/13/18
 DEPT. DIRECTOR DATE
 Department Director (Signature)
 11/13/18
 REVIEWED BY DATE
 (Finance Department)



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Leonardo “Lenny” Sanchez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Diana Cavazos, City Secretary

DATE: 01/02/2019

SUBJECT: Department of Sanitation Monthly Report.

SANITATION DEPARTMENT

- Solid Waste Collection ran on schedule all month
- Brush pickup ran month on
- Drop off Site – 397 residents
- Residential – 476.07 Tons
- Commercial –774.39 Tons
- Roll-Off – 65.42 tons 18 loads(Commercial Rental)
- Brush – 719.16 tons & 392 loads of Brush

Saturday 8 loads of brush

CENTRAL GARAGE

- Work Orders – 34
- Open –16
- Closed – 9
- Past Due –9
- 7 Residential Side Loaders Running
- 1 Commercial Side Loaders
- 2 Commercial Front Loaders
- 2 brush trucks are down and only 1 is working
- 1 brush tractor (grapple)
- 2 brush Grapple Trucks (1 Grapple Truck is still down)
- 2 Roll-Off Trucks (1 needs engine overhaul, Rental Roll-Off truck was rented from Rush Refuse)

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

-

RECYCLING

- Cardboard: 9.17 tons/ \$825.30
- Metal Paper: 0.30 tons/\$41.60
- Curbside Rec: 0.00 tons/\$0.00
- E-Waste 2.49 tons/\$170.30

- Total Tons/Revenue: 11.96 tons/\$1037.20

Savings of: \$239.20

Walk-Ins: 553

STREETS DEPARTMENT

- Sweeper – Not in Service
- ROW – Bus 83, W.1st, N. San Antonio, W.Sioux, Municipal Park, 10th St., Nebraska, 9th st., King, Lincoln, Santa Fe, W.Eldora, E.Hall Acres, E.495, W.Alameda
- Alley's – 14
- Potholes – 40
- Trimming Trees – 2
- Storm Inlets – 19
- Street Signs – 2 replaced



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MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Diana Cavazos, City Secretary
DATE: 01/02/2019
SUBJECT: Department of Utilities Monthly Report.

Texas Drought Outlook

1. 0.8% of Texas is now in a drought
2. Normal
3. Stage II is still in full effect

System Outlook

1. Water Connections – 6460
2. Sewer Connections - 9300

Water Treatment Facility

Combined Gallons Treated: 74,110,000

Combined Gallons Produced: 76,745,000

WTF No 1

- 508,000 gals
- 17,000 gals daily average
- 337,000 gals daily maximum
- 0.0 gals daily minimum
- 429,000 gals RAW
- 0 gals Well

WTF No 2

- 58,363,000 gals

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- 1,945,000 gals daily average
- 2,278,000 gals daily maximum
- 1,337,000 gals daily minimum
- 66,327,000 gals RAW

Irrigation Water

- WTP No 1 – 5,666,000
- WTP No 2 – 44,732,825

WTP 3.5 MGD Expansions and Rehab 99.9%

- CBI has not been onsite for any other work this month.
- Water Technology Group to perform plant inspection (CBI)
- Preliminary walk through completed.

Water Distribution

Water Breaks & Leaks

- Leaks - 9
- Breaks - 4
- Taps - 0

Water Loss

- Reported - 125,000 gals
- Unreported - 53,100 gals

Hydrants

- Flushed - 20
- Replaced - 0
- Repaired - 0
- **Stage II Water Conservation** still in effect.

Valves

- Worked -11
- We continue our hydrant and valve maintenance.

Utility Billing Work Orders - 4

Wastewater Treatment Facility

1. Treated - 61,331,000 gals
2. Wetland - 0 gals
3. 580 cubic yards of sludge hauled to landfill
4. Waiting on TCEQ Response (Compliance Plan Submitted to TCEQ)

5. Waiting on response from TCEQ on Updated schedule to TCEQ

Wastewater Collections

Work orders - 87

- Sewer Main Repaired - 0
- Sewer Backups Reported - 13
- Sewer Backups Cleared - 4
- Manholes Ring and Covers - 0
- Manhole Repaired/replaced - 0
- New Manholes installed - 0
- Lift Station - 0
- Unauthorized Discharges - 1

Administration

Financials

- Administration – 95.09%
- Water Treatment – 87.04%
- Distribution: – 91.25%
- Sewer Collection – 92.17%
- Wastewater Treatment – 86.21%

Projects

- WTP Expansion & Rehab – 99%
- First Time Sewer – 99%
- East San Juan Water Improvements 45%

Training

- Water Treatment – 0
- Distribution – 0
- Sewer Collection – 0
- Wastewater Treatment – 0

Certification

- Water Treatment - 2 Pending
- Distribution - 0 Pending
- Sewer Collection - 0 Pending
- Wastewater Treatment - 0 Pending



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Diana Cavazos, City Secretary

DATE: 01/02/2019

SUBJECT: Library Monthly Report.

For the month of December we had, 1,425 visitors. Out of those visitors, 714 were here for computer use only. We had 61 new patrons added to our circulation system. We requested and received ten (10) Interlibrary Loans (ILL). The library checked out a total of 1,214 items both adult and children's. We had 33 in-house circulation items. We helped the public with an estimated 611 reference/informational questions. We had 16 children's programs with an attendance of 100 people. The monthly amount deposited was \$1,130.25 both fines and fees.

Please see the attached statistical report.

During the month of December

- Attended the Directors' meetings.
- Attended the City Commission meeting.
- Went to City Hall to make the weekly money deposits for the library.
- Hosted the Enero Rojo Lunar Artes y Letras meeting.
- Hosted the HCLS monthly meeting at the Library.
- Attended the Planning and Zoning Community meeting.
- Attended the Christmas breakfast for City Hall employees.
- Attended the Mayor's Breakfast.
- Attended the Library's Board meeting
- Managed the day to day operations of the San Juan Memorial Library

Meetings to be held in January, 2019

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

Multipurpose Room

Planning & Zoning, January 3rd, 10th, & 17th

Civil Service Exam, January 4th

Sign Language Services, January 5th

Spanish GED Classes, January 7th to 31st

Civil Service meeting, January 8th

City Commission Meetings, January 8th & 22nd

Keep San Juan Beautiful, January 9th

United Way, January 10th & 11th

Human Resources Pre-Retirement Conference by TMRS, January 18th

AVANCE Training, January 26th

Training Room:

No meetings will be held during the month of December

**San Juan Memorial Library
December 2018 Statistics**

Statistics	
Total Visitors	1,425
Computer Users	714
Total Checkouts	1,214
In-House Use	33
Inter-Library Loans	10
New Patrons	61
Reference\ Informational Questions	611
FAX transactions	61
Children's Programs	16
Attendance	100

Multipurpose Room Reservations	Attendance
3rd Spanish GED Class	7
4th Parks & Rec - Executive Room	7
4th EDC Meeting	20
5th Spanish GED Class	6
5th Library Board	6
6th Spanish GED Class	7
6th Planning & Zoning	20
7th Enero Rojo Lunar	35
8th Girl Scouts Service Unit	65
10th Spanish GED Class	5
11th Safety Training	25
12th Mayor's Meeting	28
13th Planning & Zoning	12
17th City Commission Breakfast	100
17th Spanish GED Class	6
17th Director of Utilities - Executive Room	6
20th HCLS	23
Total	378

Checkouts	
DVDs	388
Books Juvenile	677
Books Adult	149
Total	1,214

WiFi Usage	
LibGuest	312
LibStaff	40
LibAdmin	0
Total	352

Study Room Attendance	
Study Rooms	79

Facebook Page	
Likes	1
Visitors	51

SJML Homepage	
Visitors	48,056

Deposits	
Fines	\$ 333.95
Copies	\$ 796.30
Total	\$ 1,130.25

Youth & Children's Programs/Attendance

Date	Program	Attendance
Saturday, December 1, 2018	Story Time/Craft	4
Saturday, December 1, 2018	Coloring	3
Tuesday, December 4, 2018	Homework	5
Thursday, December 6, 2018	Game Night	9
Thursday, December 6, 2018	Movie	2
Thursday, December 6, 2018	Coloring	3
Saturday, December 8, 2018	Coloring	34
Tuesday, December 11, 2018	Homework	3
Tuesday, December 11, 2018	Coloring	2
Thursday, December 13, 2018	Game Night	6
Thursday, December 13, 2018	Homework	3
Tuesday, December 18, 2018	Homework	4
Thursday, December 20, 2018	Coloring	2
Saturday, December 23, 2018	Story Time/Craft	5
Friday, December 28, 2018	Coloring	6
Saturday, December 29, 2018	Story Time/Craft	9
Total	16	100



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: Diana Cavazos, City Secretary

DATE: 01/02/2019

SUBJECT: Police Department Monthly Report.

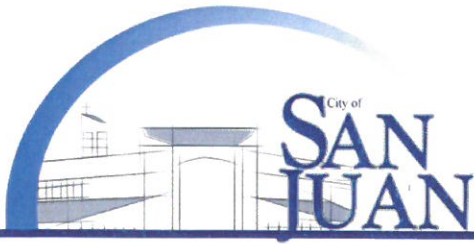
This memorandum is to keep you all informed on our Monthly operational statistics and any other significant cases or events that have transpired from the previous month.

- Statistics: November
 - o Calls for service: 1627
 - o Incident reports: 213
 - o Accidents: 117
 - o 911 Calls 1320
- Significant Event:
 - o December 22nd, we held our annual Crime Stoppers Blue Santa Toy Giveaway where approximately 1000 toys were given out to boys and girls from our community.
- Federal & State Asset Forfeiture Program:
 - o Received no state forfeiture awards.
 - o Received no federal forfeiture awards.
 - o Department is in full compliance with federal and state guidelines (Audits)
 - o Saturday December 22nd, we held an auction at Bonds and Bonds Auctioneers where twenty (20) seized vehicles were auctioned. The auction proceeds were in the amount of \$25, 060 after fees we will net a total sum of \$22,554.00
- Special Grant Details:
 - o Stone Garden: 275.5 overtime hours worked by uniformed personnel.
 - o Border Star:
 - § 253.5 overtime hours worked for criminal interdiction by Patrol Staff.
 - § 6 overtime hours worked by dispatchers.
 - § Five (5) SWAT call outs totaling 57.50 overtime hours.
 - § Total 317 overtime hours worked.
 - o TxDot Traffic Enforcement: No overtime hours worked for traffic interdiction by Patrol Staff

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

- New Public Safety Building:
 - o Some repairs have been done but still waiting for completion of warranty and punch list.
 - § Relocation of backflow to the outside of building
- P.S.J.A School Safety Initiative Program:
 - o Officers continue to work their assigned school details, working on school zone traffic control and enforcement.
 - o Officers have done five (5) presentations covering topics of Bullying, Halloween Safety, and Red Ribbon drug presentations.
 - o Officers conducted two Days of presentation to our High Schools Criminal Justice classes on Patrol duties and scheduled future classes for criminal investigations and drug interdiction.
- New Personnel:
 - o Peace Officers:
 - § Currently we have Four (4) Patrol Officer job openings.
 - § Entry level testing for new hires has been set for February 6th 2019
 - o Tele-communicators:
 - § All positions have been filled.
 - o Jailers:
 - § All positions have been filled.
 - o Fleet:
 - § All Patrol Units are reported to be in good working order.
 - § Pending arrival of three (3) new Ford F-150 trucks for patrol division and a fourth Ford F-150 coming from a stone garden grant.
 - o Traffic Enforcement Areas:
 - § Cruiser enforcement (Thursday Nights)
 - § Regular patrol city wide
 - § School Zones
 - § Other areas of concern.

Respectfully
CHIEF JUAN GONZALEZ



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: Tirso Garza, Fire Chief 
Date: December 10, 2018
Subject: Fire Department Monthly Report- November 2018

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

Emergency Calls

A total of 90 Calls for the month of November 2018. (Please see attached report.)

- A Shift = 29
- B Shift = 31
- C Shift = 30

Med-Care Response

Med-Care EMS responded along with the Fire Department for a total of 47 calls along with four (4) delayed responses for the month of November 2018. No report was submitted by Med-Care EMS for the month of November 2018.

County Calls

The San Juan Fire Department had a total of three (3) County Calls for the month of October 2018 which are the following:

- November 9, 2018 – Incident # 18-1038: 713 W Church for a Medical Call.
- November 29, 2018 – Incident # 18-1098: 1000 E El Dora for a Motor Vehicle Accident.

Volunteer Department

The San Juan Volunteer Fire Department met for their monthly business meeting on November 26, 2018, at Fire Station #2. The San Juan Volunteer Fire Department responded, stood-by and held a monthly meeting for the month of November 2018. The total amount was 5 volunteers responding to a total of 18 calls, 13 volunteers were on standby for a total of 61 calls and 16 volunteers attended the monthly meetings.

Fire Inspections

A total of twenty (12) inspections were conducted in the Month of November 2018, please see attached for detailed information about each conducted inspection.

Plan Reviews

The following plans were reviewed for the month of November 2018:

- Child Care -102 W Amy
- Rio Grande Regional – 100 E Expressway

Fuel Utilization

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

- A total of 305 Gallons of Diesel
- A total of 95.9 Gallons of Unleaded

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



Carlos Alaniz
Lieutenant

**Novemeber 2018
Call Volume Monthly Breakdown**

Fire House Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	11
323	Auto-Pedestrian	0
324	Motor Vehicle Accidents w/o Injuries	9
311	Medical Call	30
142/143	Grass/Brush Fires	0
131	Vehicle Fires	4
700/750	False Alarms	19
154	Trash Fires	3
550/551	Assist other Agency/Dept.:	2
651	Smoke Scare	1
111	Structure Fires	1
1101	Equipment Fire	0
412	Gas Leak	2
480	Attempted burning, Illegal action	2
600	Good Intent Call	3
611	Cancelled in Route	0
622	Wrong Location/No Incident Found	1
541	Bee attack/ Animal Problem	1
331	Child Locked in a Vehicle	0
440/1601	Electrical Equipment Problem (Pole)	1
1131	Cooking Fire	0
100	Fire, Other	0
Grand Total:		90

Call Volume for each shift:

A Shift 29

B Shift 31

C Shift 30

Respectfully Submitted by,


Carlos Alaniz, Lieutenant

12-12-2018

2301 N. Raul Longoria, San Juan, TX 78589 • Phone: (956)223-2470 • Fax: (956)783-3441



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

Med-Care Response Times

November 2018

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
11-01-18	1012	623 Sundance Lane	1148	1155	7	Medical Call
11-01-18	1014	Sgt. Trevino & Cesar Chavez	1604	1619	15	MVC
11-02-18	1017	500 East Expressway 83	0019	0028	9	MVC
11-02-18	1022	211 West Los Ebanos	1623	1623	0	Medical Call
11-02-18	1023	207 Camino Real	1640	1644	4	Medical Call
11-02-18	1024	706 South Nebraska	1705	1713	8	Medical Call
11-02-18	1025	100 East 495	1755	1805	10	Medical Call
11-02-18	1026	Cesar Chavez & Frontage	1854	1908	14	MVC
11-02-18	1027	1611 East 6 th Street	1950	1956	6	Medical Call
11-04-18	1028	400 North Nebraska	1213	1216	3	Medical Call
11-05-18	1030	105 South Cesar Chavez	1400	1407	7	Odor of gas
11-08-18	1033	800 East Expressway 83 Westbound	809	819	10	MVC
11-08-18	1034	800 North Raul Longoria	1418	1419	1	MVC
11-09-18	1039	509 East Nolana	2227	2238	11	MVC
11-10-18	1041	700 West 3 rd Street	1118	1121	3	Medical Call
11-10-18	1043	900 West Expressway 83 Eastbound	2251	2302	11	MVC
11-12-18	1045	689 Sundance Lot 76	1018	1026	8	Medical Call

11-12-18	1046	917 East Johnson	1028	1034	6	Medical Call
11-12-18	1047	400 North Iowa	1345	1350	5	Medical Call
11-13-18	1049	912 East San Diego	2315	2319	4	Medical Call
11-14-18	1050	502 West Sam Houston	750	753	3	Medical Call
11-15-18	1055	900 East Expressway 83 Westbound	734	745	11	MVC
11-15-18	1056	495 & Raul Longoria	813	820	7	MVC
11-15-18	1058	800 East Expressway 83 Westbound	905	913	8	MVC
11-15-18	1060	689 Sundance Lot 76	1252	1306	8	Medical Call
11-15-18	1061	120 Monica	2232	2243	11	Medical Call
11-15-18	1062	207 Camino Real Apt. 6	2306	2314	8	Medical Call
11-16-18	1065	Raul Longoria & Nebraska	1739	1743	4	MVC
11-16-18	1066	900 West Expressway 83 Westbound	1846	1854	8	MVC
11-18-18	1068	213 Jaime	0521	0526	5	Medical Call
11-18-18	1069	310 Maiele	1138	1138	0	Medical Call
11-18-18	1072	900 West Frontage Eastbound	2128	2135	7	MVC
11-19-18	1074	927 East Johnson	0054	107	13	Medical Call
11-19-18	1075	1713 South Kansas	1327	1333	6	Medical Call
11-19-18	1076	217 West Eagle	1339	1348	9	Medical Call
11-20-18	1080	400 West Sam Houston	1317	1325	8	Medical Call
11-22-18	1087	620 South King	629	639	10	Structure Fire
11-22-18	1088	Nolana & Raul Longoria	1310	1316	6	MVC
11-23-18	1090	509 San Jose	0755	0800	5	Medical Call
11-23-18	1091	419 Orange Drive	2036	2041	5	Medial Call
11-25-18	1092	418 San Martin	0019	1135	16	Medical Call
11-25-18	1093	3700 Jenica	1256	1303	7	MVC

11-28-18	1095	603 East Ridge	855	904	9	Medical Call
11-28-18	1096	3 rd Street & Wyoming	1230	1236	6	Medical Call
11-29-18	1097	901 West Expressway 83	1406	1410	4	Medical Call
11-29-18	1098	1000 East Eldora	2127	2135	8	MVC
11-30-18	1102	900 West Expressway 83 Eastbound	1404	1410	6	MVC

Fire Inspections NOVEMBER 2018

	Date	Name of Business	Address	Contact	Phone #	New/ Annual	Inspector	App/Deny
1	11/5/18	Foster Home	1405 Anthony Drive	Norma Resendez	956-325-3956	Annual	R. Lopez	Approved
2	11/5/18	Noah's Ark Day Care	221 Encino Drive	Natalia Avilez	956-787-1947	Annual	R. Lopez	Approved
3	11/5/18	Foster Home	304 E. Santana Drivee	Maria Garza	956-688-7374	Annual	R. Lopez	Approved
4	11/7/18	ARBE Professional Services of Texas	700 N Veterans Blvd	Rigoberto Argenal	956-821-5006	New	R. Lopez	Approved
5	11/7/18	PSJA	1229 S. Veterans	PSJA ISD	956-792-3508	New	T. Garza	Approved
6	11/9/18	Casa Espenaza De Vida	909 W 495, Suite 10 -11	Andres Ramirez	956-566-1266	Annual	R. Lopez	Approved
7	11/13/18	Pizza Hut	651 N Nebraska	Pizza Hut Tejas LLC	210-408-2400	Annual	R. Lopez	Denied
8	11/13/18	El Pablote Auto Sale	3806 N Raul Longoria	Jose Angel Cantu	956-739-2017	Annual	R. Lopez	Denied
9	11/19/18	Montalvo	2604 N Raul Longoria, Ste 208	Alejandro Montalvo	956-432-1247	New	T. Garza	Approved
10	11/20/18	PSJA	1229 S. Veterans	PSJA ISD	956-792-3508	Underground	T. Garza	Approved
11	11/21/18	Immaculata Pre-Primary Care	1619 Scotty	Maria Flores	956-787-6404	Annual	T. Garza	Approved
12	11/29/18	PSJA	1229 S. Veterans	PSJA ISD	956-792-3508	Underground	T. Garza	Approved
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

FUEL LOG

NOVEMBER 2018

[illegible]

Total Gallons of Diesel - 305

FUEL LOG

NOVEMBER 2018

DATE	TIME	UNIT/GAS CONTAINER	GALLONS	OFFICER IN CHARGE
11/1/2018	10:30 a.m.	1201	25	Chief T. Garza
11/5/2018	3:45 p.m.	Unit 2	15.4	R. Lopez
11/7/2018	9:32 a.m.	1201	21	Chief T. Garza
11/7/2018	4:00 p.m.	1200	10	C. Alaniz
11/26/2018	9:52 a.m.	1201	24.5	T. Garza

Total Gallons of Gasoline 95.9



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: Diana Cavazos, City Secretary

DATE: 01/02/2019

SUBJECT: Municipal Court Monthly Report.

Amount collected \$ 24,014.90

Defensive driving 3

Deferred 10

Pre-trials 40

Bench trials 0

Collection Agency \$ 915.60

Scofflaw \$ 3,906.25

COLLECTIONS 2017 COLLECTIONS 2018

November - \$ 29,108.20 November - \$ 24,014.90

CITATIONS ISSUED 2017 CITATIONS ISSUED 2018

November - 375 November - 282

SCOFFLAW COLLECTIONS 2017 SCOFFLAW COLLECTIONS 2018

November - \$ 13,116.00 November - \$ 3,906.25



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: December 19, 2018
SUBJECT: November Monthly Report

Amount collected	\$ 24,014.90
Defensive driving	3
Deferred	10
Pre-trials	40
Bench trials	0
Collection Agency	\$ 915.60
Scofflaw	\$ 3,906.25

COLLECTIONS 2017

November - \$ 29,108.20

COLLECTIONS 2018

November - \$ 24,014.90

CITATIONS ISSUED 2017

November - 375

CITATIONS ISSUED 2018

November - 282

SCOFFLAW COLLECTIONS 2017

November - \$ 13,116.00

SCOFFLAW COLLECTIONS 2018

November - \$ 3,906.25



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: Diana Cavazos, City Secretary
DATE: 01/02/2019
SUBJECT: Department of Parks and Recreation Monthly Report.

To: Benjamin Arjona, City Manager
From: Patrick Willingham, Director of Parks & Recreation
Date: December 27, 2018
re: December 2018 Monthly Report

For the month of December 2018, we have the following to 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 assisted with the set up and take down for Noche De Paz.
- Crews set up all the Downtown Christmas lights as well as all the lights at City Hall.
- Parks department assisted with the replacement of the fencing at Municipal Park.
- Parks crew has been continuously working on recreational fields for our winter soccer and baseball leagues.
- Parks prepared the grounds for Toy Give Away on December 22, 2018 at the San Juan Sports Complex.

Events Division, Event Coordinator Ruben Rodriguez and staff having been working the following areas.

- Coordinated Lighting of the Christmas tree at City Hall December 3, 2018.
- Staff took part in Noche de Paz event meetings and helped to coordinate all aspects of the event.
- Coordinated with all the Director's to visit the San Juan Nursing Home on December 18, 2018. .
- Coordinating December events- Breakfast with Santa at the Precinct 2 Head Start Program and Boys and Girls Club.
- Met with event staff for the upcoming Friendly City 5k, to be held Jan. 26th, 2019.

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

- **WINTER LEAGUES:** Girls Basketball, Winter Baseball and Boys Soccer Leagues started play the week of December 10. There is a total of 21 Girls Basketball teams playing in four divisions K-1st, 2nd-3rd, 4th-5th grades and 6th grade; 12 Winter Baseball teams playing in three age divisions 6U, 8U and 10U; and 27 Boys Soccer teams playing in three divisions Kinder-1st, 2nd-3rd, and 4th-5th grade.
- **WINTER BASEBALL COACHES MEETING:** December 4, recreation staff conducted a coaches meeting for the winter baseball at 5:30 pm. Topic were the start/end date, schedules and rules of the game.
- **CLOSING CEREMONIES:** December 20, Closing Ceremonies for Tackle Football at Pharr Convention Center at 6:30 p.m. Our department interlocked with the City of Pharr for the 4th-5th grade and 6th grade division youth tackle football. The San Juan Bears 4th-5th Grade team was the league champion and the San Juan Bruins 6th Grade team came in second place. The players and coaches were introduced and the players were distributed the league awards.
- **UTRGV WOMENS BASKETBALL GAME** – December 20, staff coordinated a group of 46 youth girls' basketball participants, coaches and parents to attend a UTRGV vs UT Longhorns Women's Basketball Game. The game was played at UTRGV Field House at 7 p.m. The youth girls basketball participants were fortunate to stay take pictures with some of the players from that night's contest.
- **LIGHTING OF THE TREE:** December 3, our department assisted with the coordination of the lighting of the San Juan Christmas Tree in front of city hall. Staff assisted with the set up, music, pictures, serving food and crowd control.
- **HEAD START CHRISTMAS GIFT GIVEAWAY:** December 14, staffs assisted with the gift give away at Hidalgo County Head Start.
- **SAN JUAN NURSING HOME:** On December 18, staff assisted with music and the gifts give away at San Juan Nursing Home. Staff wrapped the gifts the week before.
- **OPEN/CLOSE PARKS:** My staff was opening/closing parks as needed for league practice or rentals.

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.
- Staff assisted with all the electrical for all events that took place this month.
- Staff has been assisting with the issues at the Library to try and get our workrooms up to par.
- This month the Building Maintenance Division welcomed Mr. Gabriel Magallan, Building Maintenance Technician, to our department.

UPCOMING EVENTS:

January 7, 2018 Registration begins for the Spring Youth Baseball/Softball Season

January 26, 2019 Friendly City 5K

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider Adoption of an Ordinance in First Reading for the Voluntary Annexation of the Proposed Hinojosa Acres Subdivision being a 2.0 acre tract of land out of Lot 7, Block 9, Lot 4, Block 13, and Lot 5, Block 13, John Closner et. al. Subdivision, as per Volume 0, Pages 4-5, H.C. M.R., Hidalgo County, Texas located on South Nebraska Avenue, along the North side of Conway Road.

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on November 27, 2018, the City Commission accepted the voluntary annexation petition as presented by staff.

Previously, staff provided the following background:

The Planning Department is processing a residential subdivision located along the East side of Nebraska Road, in between Moore and of Conway Roads. The proposed subdivision is just outside the city limits within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. The proposed subdivision, Hinojosa Acres, was approved by the City Commission on November 14, 2017.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for a proposed residence. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

RECOMMENDATION:

Adopt the annexation ordinance in first reading as presented by city staff.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



Planning & Zoning Department

VOLUNTARY ANNEXATION SCHEDULE

Subject Property	Hinojosa Acres Subdivision
	Being a 2.00 acre tract of land, being out of Lot 7, Block 9, Lot 4, Block 13 & Lot 5, Block 13, John Closner, Subdivision, as per map recorded in Volume 0, Pages 4-5, Map Records, Hidalgo County, Texas, located, as requested by Homero L. Gutierrez.
Friday, November 9, 2018	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Friday, November 9, 2018	Negotiate written service agreement with property owner and City.
Wednesday, November 14, 2018	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, November 27, 2018	City Commission holds public hearing on and accepts petition for Voluntary Annexation.
Wednesday, November 28, 2018	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, December 11, 2018	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, January 8, 2019	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, February 12, 2019	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.
Wednesday, February 13, 2019	Planning Department distributes to other city departments and outside agencies a copy of new city limits map.

ORDINANCE NO. 2019-XX

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE ANNEXATION OF AN 2.00 ACRE TRACT OF LAND OUT OF THE LOT 7, BLOCK 9, LOT 5, BLOCK 13 AND LOT 4, BLOCK 13, JOHN CLOSNER ET AL SUBDIVISION, AS PER VOLUME 0, PAGES 4-5, H.C.M.R. HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2704540, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

WHEREAS, Section 43.067 of the Texas Local Government Code provides for an alternate to the standard annexation proceedings where the property owner petitions for annexation; and

WHEREAS, the City Commission of the City of San Juan has decided to extend the corporate limits to include tracts of land adjacent to our present corporate limits as shown in **Exhibit "A"**; and

WHEREAS, the hereinafter described territory lies within the extraterritorial of the City of San Juan, Texas; and

WHEREAS, the territory hereinafter described contains approximately 2.00 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on November 14, 2018 and November 28, 2018 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 pm on November 27, 2018 at San Juan Memorial Library, located at 1010 S. Standard Ave. in San Juan, Texas and second public hearing was held at 6:30 pm on December 11, 2018 at San Juan Memorial Library, located at 1010 S. Standard Ave. in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

WHEREAS, the enclosed municipal service plan for the proposed annexation was available for public inspection and explained in response to questions asked; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, THAT;

Exhibit "B"

SECTION I: The following described in **Exhibit "B"** land and territory adjacent to and adjoining the City of San Juan, Texas is hereby added and annexed to the City of San Juan, Texas, and the property herein described is altered and amended so as to include such areas within the corporate limits of the City of San Juan. The description of the property to be annexed is as follows:

A 2.00 ACRE (87,120.00 SQ. FT.) GROSS, 1.79 ACRE (77,972.40 SQ. FT.) NET, TRACT OF LAND, MORE OR LESS, OUT OF LOT 7, BLOCK 9, LOT 5, BLOCK 13 AND LOT 4, BLOCK 13, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THERE OF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.00 ACRES (87,120.00 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 9, JOHN CLOSNER SUBDIVISION, VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, ALSO BEING THE SOUTHWEST CORNER OF THIS TRACT OF LAND.

THENCE, NORTH 08°29'0" EAST, WITH THE WEST LINE OF SAID LOT 7, BLOCK 9, ALSO BEING THE CENTERLINE OF SOUTH NEBRASKA AVENUE, A DISTANCE OF 141.31 FEET TO A POINT, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.

THENCE, SOUTH 81°31'00" EAST, PARALLEL TO THE NORTH LINE OF SAID LOT 7, BLOCK 9, AT 50.00 FEET PASS A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES" ON THE EAST RIGHT OF WAY LINE OF SAID SOUTH NEBRASKA AVENUE, AT A TOTAL DISTANCE OF 526.19 FEET TO A HALF (1/2) INCH ROD FOUND, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND.

THENCE, SOUTH 08°29'00" WEST, PARALLEL TO THE WEST LINE OF SAID LOT 7, BLOCK 9, AT 141.31 FEET PASS THE SOUTH LINE OF SAID LOT 7, BLOCK 9, ALSO BEING THE NORTH LINE OF LOT 5, BLOCK 13, JOHN CLOSNER SUBDIVISION, AT A TOTAL DISTANCE OF 164.37 FEET TO A HALF (1/2) INCH IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND.

THENCE, NORTH 81°31'00" WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, BLOCK 9, AT 104.90 FEET PASS THE WEST LINE OF LOT 5, BLOCK 13, JOHN CLOSNER SUBDIVISION, ALSO BEING THE EAST LINE OF LOT 4, BLOCK 13, JOHN CLOSNER SUBDIVISION, AT 476.19 FEET PASS A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES" ON THE EAST RIGHT OF WAY LINE OF SAID SOUTH NEBRASKA AVENUE, AT A TOTAL DISTANCE OF 553.54 FEET TO A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND.

THENCE, NORTH 08°29'00" EAST, PARALLEL TO THE WEST LINE OF SAID LOT 7, BLOCK 9, A DISTANCE OF 23.06 FEET TO A HALF (1/2) INCH IRON ROD SET WITH A PLASTIC CAP STAMPED "SAMES", FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND.

THENCE, SOUTH 81°31'00" EAST, PARALLEL TO THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 27.35 FEET TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES (87,120.00 SQ. FT.) GROSS, 1.79 ACRES (77,972.40) NET, MORE OR LESS.

SECTION II: The service plan attached to this ordinance as **Exhibit "C"** and being the same service plan presented at the public hearing held regarding this annexation, is hereby approved by the City Commission of the City of San Juan, Texas provided that's such service plan may be amended or repealed

in accordance with Section 43.0672 of the Local Government Code, when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

SECTION III: The herein above described property and the area so annexed shall be a part of the City of San Juan, Texas and the property so added hereby shall bear its pro rata share of taxes levied by the City of San Juan, Texas, and inhabitants thereof shall be entitled to all of the rights and privileges of the citizens of San Juan, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts ordinances, resolutions and regulations of the City of San Juan, Texas.

SECTION IV: The zoning of the property shall be classified as Single-Family Residence District (R-1).

SECTION V: Upon annexation of the herein above described property, the acreage within the city limits of San Juan after annexation will be increased in an amount which does not exceed the statutory limitation as set out in Chapter 43 of the Texas Local Government Code.

SECTION VI: Upon the approval of the second and final reading hereof, the City Secretary of the City of San Juan is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance, including the general description of the property annexed to be published in a newspaper of general circulation in San Juan, Texas.

SECTION VII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a Court or competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VIII: In accomplishing the annexation of the territory annexed by this Ordinance, the City of San Juan has strictly followed the provisions of State Law and the cases as they apply to annexations and any possible deviation from special provisions was unintentional and not material to the accomplishment of this annexation.

PASSED and APPROVED on first reading on the 8th day of January, 2019.

PASSED and APPROVED on second reading on the ____ day of _____, 2019.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

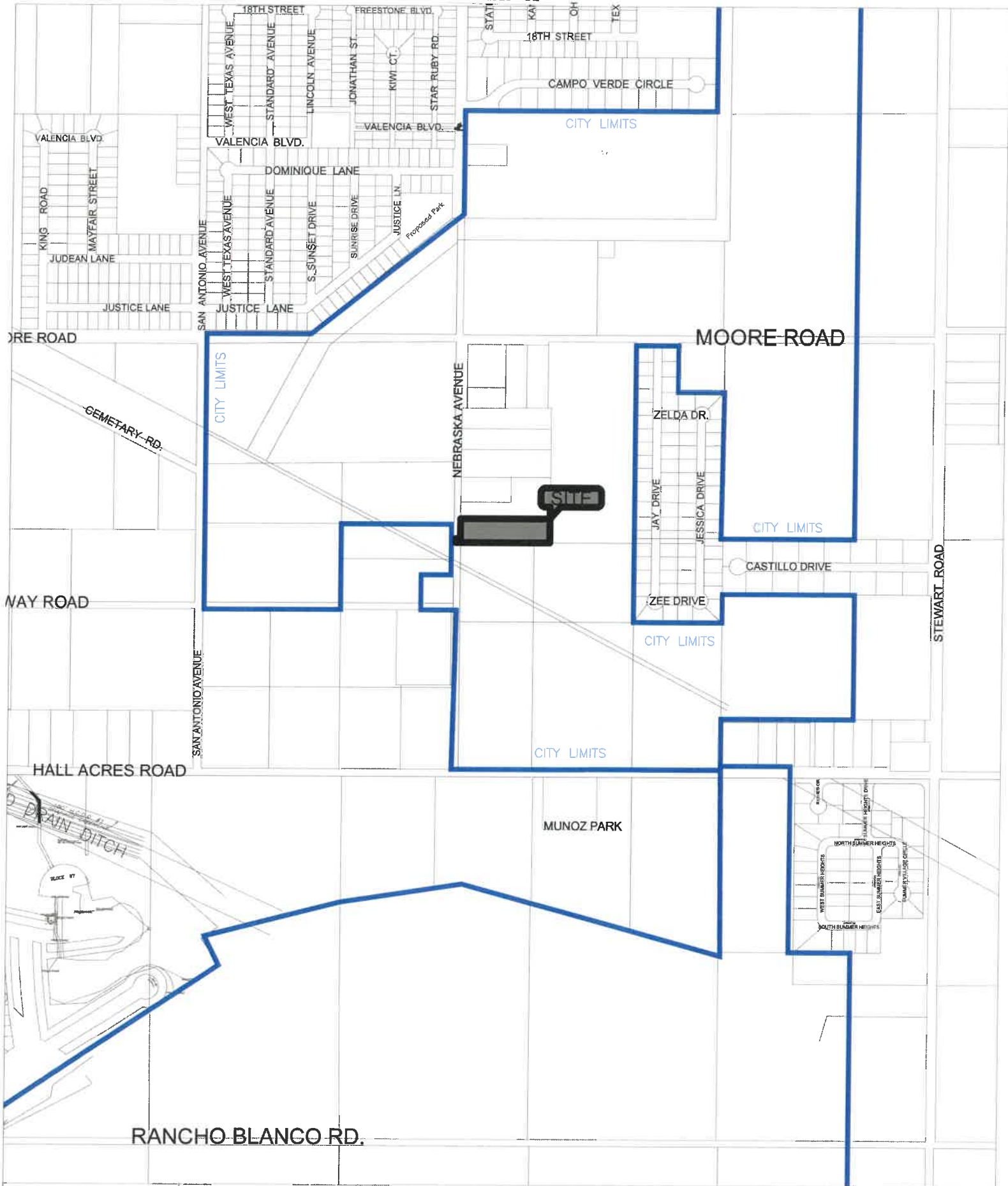
DIANA CAVAZOS, City Secretary

APPROVED BY:

Palacios, Garza & Thompson, P.C.

City Attorney

Exhibit "A"



Legend

- CITY LIMITS
- Proposed area

Conduct a Public Hearing and Consider Accepting Petition for the Voluntary Annexation of the Proposed Hinojosa Acres being a 2.0 acre tract of land out of Lot 7, Block 9, Lot 4, Block 13 and Lot 5, Block 13, John Closner et. al. Subdivision, as per Volume 0, Pages 4-5, H.C.M.R. Hidalgo County, Texas located on South Nebraska Avenue, along the North side of Conway Road.



SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
 200 South 10th Street, Suite 1607, McAllen, Texas 78501 Phone (956) 702-8880 Fax: (956) 702-8883

SUR 16.020
METES AND BOUNDS DESCRIPTION FOR A
2.00 ACRE TRACT OF LOT 7 BLOCK 9, LOT 5, BLOCK 13 LOT 4, BLOCK 13
JOHN CLOSNER SUBDIVISION
SAN JUAN, HIDALGO COUNTY, TEXAS

A 2.00 ACRE (87,120.00 SQ. FT.) GROSS, 1.79 ACRE (77,972.40 SQ. FT.) NET, TRACT OF LAND, MORE OR LESS, OUT OF LOT 7, BLOCK 9, LOT 5, BLOCK 13, LOT 4, BLOCK 13, JOHN CLOSNER SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THERE OF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 2.00 ACRES (87,120.00 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 9, JOHN CLOSNER SUBDIVISION, VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, ALSO BEING THE SOUTHWEST CORNER OF THIS TRACT OF LAND.

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I, SAMUEL D. MALDONADO, CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION.

 4/13/2016
 SAMUEL D. MALDONADO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027



EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: None by the City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: None by the City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 709 S. Nebraska St., San Juan, Texas and 2301 N. Raul Longoria Ave., San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: None by the City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: None by the City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Areas are currently being serviced by the City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREET

Existing Services: County Street Maintenance

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: None by the City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: None by the City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation (TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas are currently being serviced by the City of San Juan

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

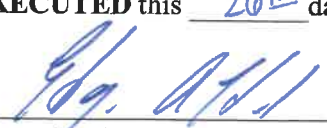
MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

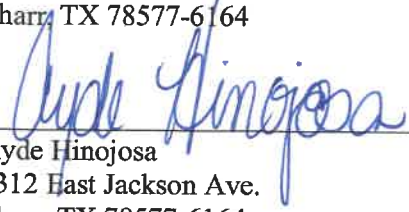
Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 2.00 Acre tract of land out of Lot 7, Block 9, Lot 4, Block 13& Lot 5, Block 13, John Closner ET AL Subdivision, as per Vol. 0, Pg. 45, H.C.M.R., Hidalgo County, Texas.

EXECUTED this 26th day of December, A.D. 2018.



Edgar A. Hinojosa
1312 East Jackson Ave.
Pharr, TX 78577-6164



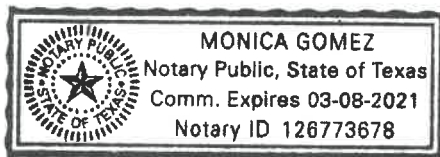
Ayde Hinojosa
1312 East Jackson Ave.
Pharr, TX 78577-6164

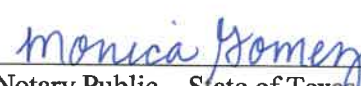
Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 26th day of December, 2018.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Benjamin Arjona, City Manager

Approved as to form:

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider Adoption of an Ordinance Amending the Code of Ordinance in the First Reading of the City of San Juan, Texas by Adding Article 4.11 Food Establishment Regulations under Chapter 4 Business Regulations to provide for the Regulation of Food Establishments, Including Food Service Establishments, Retail Food Stores, Temporary Food Establishments, and Food Handlers.

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan City Commission approved a Health Department under the Planning Department supervision.

The adoption of the Health Ordinance is to establish permits and fees for food establishments inside the city limits of San Juan.

RECOMMENDATION:

Adopt the ordinance in First Reading as recommended.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 2019-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF THE CITY OF SAN JUAN, TEXAS, BY ADDING ARTICLE 4.11 FOOD ESTABLISHMENT REGULATIONS TO CHAPTER 4 BUSINESS REGULATIONS TO PROVIDE FOR THE REGULATION OF FOOD ESTABLISHMENTS INCLUDING FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, AND TEMPORARY FOOD ESTABLISHMENTS, AND FOOD HANDLERS AND PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, it is the desire of the City of San Juan to adopt in all respects, the regulation of food establishments and standards on food sanitation; and

WHEREAS, the adoption of these rules is done to facilitate the proper inspection activities of food service and retail food store establishments within the corporate limits of San Juan and to protect the public safety, health and general welfare of the community.

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

SECTION I: AMENDMENT. The Code of Ordinances of the City of San Juan, Texas is hereby amended by adding Article 4.11 Food Establishment Regulations to Chapter 4 Business Regulations and shall read in its entirety as follows:

ARTICLE 4.11 FOOD ESTABLISHMENT REGULATIONS

DIVISION 1. IN GENERAL

Sec. 4.11.100 Enforcement.

These sections of this article shall be enforced by the health inspector, or his/her designated representative, in accordance with the interpretations thereof, and provided further, that where the provisions of the laws of the State of Texas are in conflict with such compliance provisions, the state law shall govern and shall control the interpretation given any of the provisions of this article. This ordinance is intended for further the public's health, safety, and welfare.

DIVISION 2. FOOD ESTABLISHMENTS

Sec. 4.11.200 Adoption of Texas Food Establishment Rules.

- A. The City of San Juan adopts by reference the provisions of the current rules or rules as amended by The Executive Commissioner of the Health and Human Services Commission found in Title 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments in this jurisdiction.

- B. Definitions: The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized agent or employee means the employees of the regulatory authority.

Food establishment means food service establishment, a retail food store, a temporary food establishment.

Municipality of San Juan in this article shall be understood to refer to the City of San Juan.

Regulatory authority means the City of San Juan Health Division.

State rules means the state rules found in Title 25 Texas Administrative Code, Chapter 228. These rules are also known as the Texas Food Establishment Rules.

Sec. 4.11.201 Permits and Exemptions.

- A. A person may not operate any food establishment without a permit issued by the regulatory authority. Permits are not transferable from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be posted in or on every food establishment regulated by this article.
- B. A food establishment operated solely by a non-profit organization is exempt from the permitting requirements of this article, but is not exempt from compliance with the state rules. The regulatory authority may require any information necessary to determine whether an organization is non-profit for purpose of this exemption.

Sec. 4.11.202 Application for Permit and Fees.

- A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- B. Prior to approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.

C. The following fee schedule applies to permits issued under this article:

1. Temporary permit, not to exceed 14 days.....\$25.00
2. Establishments employing (10) ten employees or less.....\$100.00
3. Establishments employing eleven to twenty employees.....\$125.00
4. Establishments employing twenty-one or more employees...\$150.00
5. Follow up Inspection Fee.....\$25.00

Sec. 4.11.203 Inspections.

- A. Inspection Frequency: An inspection of a food or retail food service establishment shall be performed at least once every six (6) months. Additional inspection of food or retail food service establishment shall be performed as often as necessary for the enforcement of these rules.
- B. Access: The city health inspector, after proper identification, shall be permitted to enter any food service or retail food establishment at any reasonable time, for the purpose of making inspections to determine compliance with these rules. The health inspector shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received, or uses, or to persons employed.

Sec. 4.11.204 Review of Plans.

- A. Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20 % or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans, construction of material of work areas, the type and model of proposed fixed equipment and facilities. The plans and specifications must be followed in construction, remodeling or conversion.
- B. Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

Sec. 4.11.205 Suspension of Permit.

- A. The regulatory authority may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b) of this section. When a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- B. Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for hearing is filed within ten days. If no written

request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

Sec. 4.11.206 Revocation of Permit.

- A. The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for the interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reasons for which the permit is subject to revocation and that the permits shall be revoked at the end of ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten-day period.
- B. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

Sec. 4.11.207 Administrative Fees.

- A. A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notices shall be filed in the records of the regulatory authority.
- B. The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

DIVISION 3. FOOD HANDLERS

Sec. 4.11.300 Definition & Adoption of Food Service Sanitation Code.

- A. The definition as set out in Texas Food Establishment Rules, Texas Administrative Code, Title 25, Chapter 229, shall be given the same meaning as if it set out herein.
- B. For the purpose of regulating food service establishments, the current rules or rules amended by the Texas Department of State Health Services found in Texas Administrative Code Title 25, Chapter 229, Rule 229.172-Rule 229.178 regarding the regulations of food establishments is hereby adopted and made part of this article as if fully set out in this article, and the provisions thereof shall govern all matters covered therein within the city, except those provisions which may be in conflict with other provisions of this Code. A copy of such administrative code is on file in the city secretary's office.

Sec. 4.11.301 Permit Required; Transfer Prohibited; Posting; Temporary Permit.

- A. It shall be unlawful for any person to operate a food establishment or retail food store within the city without a valid permit issued by the regulatory authority of the city. Only a person who complies with provisions of this article shall be entitled to receive and retain such a permit.
- B. Permits shall not be transferable from one person to another person or from one food establishment or retail food store to another such establishment or retail food store.
- C. A valid permit shall be posted in a conspicuous place in every food establishment and retail food store.
- D. Permits for temporary food service establishments shall be issued for a period of time not to exceed 14 days.

Sec. 4.11.302 Food Handlers Application; Inspection by Health Division; Issuance Fee.

- A. Application. Any person desiring to operate a food service establishment or retail food store within the city shall submit a written application for such permit on forms to be provided by the city health division. Such application shall include the following information:
 - (i) The applicant's full name, office address and telephone number, including address and telephone of the home office, if any, and whether such applicant is an individual, firm or corporation; and., if a partnership, the names, addresses and telephone numbers of the general and/or limited partners.
 - (ii) The location and type of food establishment or retail food store; markets that offer only fresh fruits and vegetables for sale, food vending machines, or religious or charitable organization's bake sales.

Sec. 4.11.303 Issuance.

- A. A food manager's permit may be issued by any state, municipality, agency or school of instruction whose food manager's certificate program of certification has been accredited by the Texas Department of Health. The certificate shall provide evidence that the applicant attended and satisfactorily completed a course of instruction. Such course shall include, as a minimum, not less than 15 hours of training, the contents of which cover minimum essential knowledge of safe food handling practices, the biological basis of food borne infection and transmission, the safe preparation, handling and storage of food by all employees found in food service operations. The permit shall be issued and be on a form designed by the regulatory authority and shall remain the property of the regulatory authority if revoked.

- B. A graduate of an institution of higher education who has completed all requirements for an associates or high degree in hotel and restaurant management may be issued a permit without taking the food manager's course upon providing satisfactory proof of graduation from an approved school. A dietician currently registered by A.D.A. and licensed by the Texas State Board of Examiners of Dieticians may be issued a permit without taking the food manager's course upon providing satisfactory proof of current license and registration.
- C. A fee of \$15.00 will be charged for each food manager's permit issued by the health division.

Sec. 4.11.304 Term.

A food manager's permit shall be valid for a period of three years from the date of course completion certification, unless said permit is sooner revoked by the health inspector. A permit issued to a dietician shall be valid for three years from the date of issuance.

Sec. 4.11.305 Revocation.

The city health inspector may revoke or suspend a food manger's permit upon a material violation of food service sanitation ordinances, rules or regulations. Notice of revocation of a food manger's permit shall be by written notice to the permittee, send or delivered to address or location of the food establishment or that of the permittee, and after affording the permittee an opportunity for hearing before the city manager.

Sec. 4.11.306 Food Handling Certification.

- A. The definitions as set out in Texas Food Establishment Rule, Texas Administrative Code Title 25, Chapter 229, Rule 229.178.
- B. Certification. It shall be unlawful for any employee of a food establishment to begin work without obtaining a food handling certification. A minimum of two hours of food sanitation training is required every two years to ensure employee performance of their duties in accordance with food service sanitation ordinances, rules and regulations.
- C. This training shall be an approved regulatory authority course. The certificate shall provide evidence that the applicant attended and satisfactorily completed a course of instruction. A fee of \$15.00 will be charged for each food handler permit issued by the regulatory authority. The City of San Juan requires a City of San Juan Health Division issued I.D. card permit. A food handler's food handling certification permit shall be valid for a period of two years from date of issuance, unless the city health inspector sooner revokes permit.
- D. Posting. Each food handler's food handling certification permit shall be posted at all times, filed or otherwise readily available for viewing by the health inspector or a designated representative.

Sec. 4.11.307 Revocation.

The city health inspector may revoke or suspend a food handler's food handling certificate permit upon a material violation of food service sanitation ordinances, rules or regulations. Notice of revocation of a food handler's food handling certification permit shall be by written notice to the permittee, send or delivered to the address or location of the food establishment or that of the permittee, and after affording the permittee and opportunity for a hearing before the city manager.

Sec. 4.11.308 Remedies.

- A. Any person who violates a provision of these rules or any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules or any responsible officer of that permit holder or those persons shall be fined not more than \$1,000.
- B. The regulatory authority may seek to enjoin violations of these rules.

SECTION II: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision and such holding shall not affect the validity of the remaining parts of this ordinance.

SECTION III: EFFECTIVE DATE. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and where in such second reading is not made until fifteen (15) days has passed after its first reading.

SECTION IV. 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 V. CODIFICATION. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas.

SECTION VI. 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 8th day of January, 2019.

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 _____, 2019.

Mario Garza, Mayor
City of San Juan

ATTEST:

Diana Cavazos, City Secretary
City of San Juan

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action on Current Brush Pick-Up Ordinance.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion on Ordinance 15-14 that was approved in September 2015, which establishes where to place brush in a residential area.

RECOMMENDATION:

Discussion on a Brush Pick-Up Ordinance.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 15-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN JUAN SECTION 6.03 STAGNANT WATER, WEEDS, RUBBISH, AND OTHER UNSANITARY CONDITIONS BY PLACING REGULATIONS ON RESIDENTIAL PROPERTY OWNERS TO MAINTAIN CITY RIGHT-OF-WAYS WITHIN THE FRONT AND SIDE YARD AND PLACING REGULATIONS ON PROPERTY OWNERS TO MAINTAIN A PORTION OF PUBLIC ALLEYS AND ADDING A SECTION REGULATING BEES AND WASPS WITHIN PRIVATE PROPERTY AND AMENDING SECTION 13.02.005 RECEPTACLES; PLACEMENT OF WASTE FOR COLLECTION BY PLACING REGULATIONS TOWARDS THE PROPER PLACEMENT OF BRUSH IN RESIDENTIAL AREAS; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Article 6.03 Stagnant Water, Weeds, Rubbish, and Other Unsanitary Conditions with such amendments being effective on January 1, 2016.

ARTICLE 6.03 STAGNANT WATER, WEEDS, RUBBISH, AND OTHER UNSANITARY CONDITIONS

Sec. 6.03.001 Places where water may accumulate

It shall be unlawful for any person who shall own or occupy any lot(s) in the city to permit or allow depressions or containers or places on said lots where water may accumulate and become stagnant, or permit same to remain.

Sec. 6.03.002 Stagnant Water

It shall be unlawful for any person who shall own or occupy any lot(s) in the city to permit or allow the accumulation of stagnant water, or to permit same to remain.

Sec. 6.03.003 Carrion, filth, or other unwholesome matter

It shall be unlawful for any person who shall own or occupy any house, building, establishment, lot or yard in the city to permit or allow any carrion, filth or other impure or unwholesome matter to accumulate or remain within the respective boundary of the lot or parcel and to extend beyond such boundaries to the centerlines of adjacent or abutting streets or alleys.

Sec. 6.03.004 Weeds, brush, or rubbish

(a) Within the respective boundary of the lot or parcel and to extend beyond such boundaries to the centerlines of adjacent or abutting streets or alleys wherever a lot or parcel contains weeds and/or brush over twelve (12) inches tall within one hundred fifty (150) feet of

the curblin of adjacent streets, and, where no curb exists, to the edge of the street or road surface, or within one hundred fifty (150) feet of any building or within one hundred fifty (150) feet of any public or private grammar, middle or high school property line, such condition is hereby declared to be a public nuisance, the prompt abatement of which is a public necessity.

(b) All lots and parcels of land within the city shall be kept completely free and clear of garbage, trash, debris, rubbish, waste, wood and metal scrap, inoperative or abandoned appliances and furniture or other unsightly, objectionable or unsanitary material. Weed and grass cuttings, however, need not be removed unless they will be of such quantity as to be a hazard to pedestrians, constituting a public nuisance, and notice is given by the ~~code compliance director~~ code enforcement officer to the property owner, tenant, or occupant.

(c) Wherever garbage, trash, waste, wood and metal scrap, items of furniture, inoperative appliances or rubbish shall exist, covering or partially covering any lot or parcel, such condition is hereby declared to be a public nuisance, the prompt abatement of which is a public necessity.

(d) If a tract of land is smaller than three (3) acres, the entire tract shall be kept free of weeds and brush over twelve (12) inches tall.

(e) It is the duty and responsibility of the owner of a lot or parcel of land within the city to keep and maintain said lot or parcel of land in compliance with the above standards.

(f) The owner of the lot or parcel shall abate any violations of this section to comply with city code standards within the time period of seven (7) days of the notice's receipt or seven (7) days of the date of the notice's final publication as provided by this article.

Sec. 6.03.005 Notice of violation

(a) Whenever the ~~code compliance director~~ code enforcement officer discovers or receives information of the existence of any lot or parcel not meeting the standards set out in this article, the ~~director, or any code compliance investigator or sanitary officer assigned such responsibility~~ code enforcement officer, shall notify the owner of the lot or parcel of the violation.

(b) Unless specified otherwise, notice under this article shall be given:

- (1) Personally in writing;
- (2) By letter addressed to the owner's post office address sent by certified U.S. mail, return receipt requested; or
- (3) If personal service cannot be obtained or the owner's post office address is unknown:
 - (A) By publication in a newspaper of general circulation at least twice within ten (10) consecutive days; and

(B) By posting the notice on or near the front door of each building on the lot or parcel to which the violation relates: or

(C) By posting the notice on a placard attached to a stake driven into the ground on the lot or parcel to which the violation relates, if the lot or parcel contains no buildings.

(c) When the known owner is a corporation, notice shall be served or addressed delivery to the president, vice-president, or registered agent of the corporation. When the corporation shall fail to appoint or maintain a registered agent, or whenever its officers or registered agent cannot with reasonable diligence be found at the registered office, duplicate copies by certified mail, return receipt requested.

(d) Unless specified otherwise, notice under this article shall contain:

- (1) An identification, which is not required to be a legal description, of the lot or parcel;
- (2) A description of the code violations that occurred on the lot or parcel:
- (3) The time period, as provided in this article, in which the owner must abate the nuisance;
- (4) A statement that, upon failure of the owner to abate the situation within such time period, the city may cause the correction and abatement work to be done on its own and charge the owner for the expense involved as set out in this article and, upon failure of the owner to pay the city for such expense, fix a lien on the lot or parcel for the expense involved.

(e) The city may also inform the owner that, if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the lot or parcel. Notice of this subsection's provisions may be included in any notice of violation allowed under this article. Notice of this subsection's provisions shall be satisfied if it is given:

- (1) Be certified mail, return receipt requested; or
- (2) By personal delivery with receipt signed by the owner.

If a violation covered by a notice under this subsection occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by this article to abate the violation and may assess expenses against the owner of the lot or parcel.

Section 6.03.010 Bees and Wasps

(a) It shall be unlawful to have bees or wasps or to foster the existence of bees or

wasps in private property within the corporate limits unless located in an approved honey bee colony.

(b) Whenever the code enforcement officer discovers or receives information of the existence of bees or wasps in any lot or parcel that causes injury or damage to persons or property the code enforcement officer shall notify the lot or parcel owner in writing of the violation and give the owner ten days to remedy the situation.

(c) To protect the general welfare of the community the city reserves the right to use city personnel or to hire a private contractor to remedy the situation that may cause injury or damage to persons or property if determined by the city's police or fire chief that action must be taken immediately to protect the health and general welfare of the surrounding residents without notice in writing to the lot or parcel owner.

(d) Any expenses the city undertakes to remedy the above-referenced situation(s) the city shall have a right to invoice the lot or parcel owner for such expenses. Failure to pay the invoice within 30 days shall result on the filing of a lien to the real estate for those expenses plus administrative expenses and interest at ten (10) percent per year.

SECTION 2. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Article 13.02.005 Receptacles; placement of waste for collection

Sec. 13.02.005 Receptacles; placement of waste for collection

(a) Approved garbage receptacles. The temporary placement of garbage receptacles on a street right-of-way by an occupant shall be exempt from the application of section 13.02.004 if the receptacle has been authorized by the city. The currently authorized garbage receptacles are limited to city-issued 90-gallon containers for single-family residential users and 300-gallon containers for multifamily residential, commercial and industrial users. Authorized brush, leaves and trimming receptacles are plastic garbage bags with the following specifications: 10 mils.

(b) Placing receptacles and trash for collection.

(1) It shall be the duty of every occupant of the lot, building or property, adjacent to a right-of-way or other location from which the garbage or trash is to be collected to place the garbage receptacle at a location on the street right-of-way:

(A) Between the street curb and the fence or property line; and/or

(B) Where it may be easily accessible to the person or equipment collecting and removing trash or garbage.

(2) In the event it is not practicable to collect and remove the garbage receptacle from a street right-of-way, the occupant of the premises shall place

the receptacle at such location on his property as the city shall assign and designate as the most convenient and accessible.

(3) At no time shall the receptacle be placed so that any alley, drain, gutter, sidewalk, street, or street right-of-way will be blocked or obstructed from the city's garbage collection equipment.

(c) Placing brush for collection. It shall be the duty of every occupant of the lot, building or property, adjacent to a right-of-way or other location from which the brush is to be collected to place the brush at a location on the street right-of-way at a location:

(1) Between the street curb and the fence or property line; and/or

(2) Where it may be easily accessible to the person or equipment collecting and removing trash or garbage.

(3) In accessible stacks or piles as herein set out to facilitate removal of same.

(4) The placement of brush shall be along the alley or within the front yard/ front right-of-way away from water or gas meters. In subdivisions that have no alleys no brush shall be placed behind a back fence or behind a lot or parcel or along the side yard/ side right-of-way on corner lots.

(5) When placing materials, other than construction materials, along the alley or along the front right-of-way it shall be separated from the brush.

(6) No person shall be allowed to place brush along the alley or along the front right-of-way within four (4) weeks of the pick-up of brush within that neighborhood.

(7) Violations of this subsection shall be punishable by fines not to exceed \$2,000.00 for each violation. Each day that a violation continues shall constitute a separate violation.

(d) Violation defined. It shall be unlawful for any person or occupant to:

(1) Sweep, throw, dump, place, deposit, or allow or permit any material or substance including, but not limited to, debris, garbage, rubbish, brush, trash, building materials, furniture, appliances, and mechanical items to be placed to accumulate upon or along any:

(A) Gutter;

(B) Alley;

(C) Sidewalk;

(D) Drain;

(E) Street;

(F) Street right-of-way; or

(G) Any portion of any vacant lot between curb and property line, unless this article otherwise so permits or expressly exempts such act.

(2) Place or allowing to remain at a brush collection location:

(A) Tree limbs and trunks shall not exceed three (3) feet in length.

(B) Brush, leaves and cuttings, unless placed in plastic container or a garbage container to prevent from blowing or scattering.

(C) Leaves, hedge and shrub cuttings, and small loose material other than in an approved receptacles as set out in subsection (a).

SECTION 3. Effective Date. This ordinance shall be in remain in full force and effect from and after its passage by the Board of Commissioners, and execution by the Mayor.

SECTION 4. 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 5. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

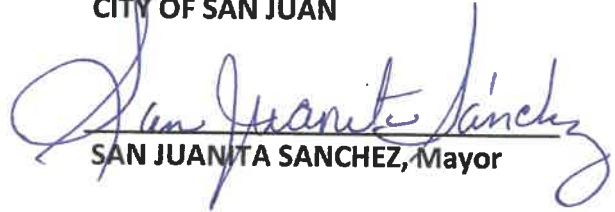
SECTION 6. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times 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 7. Repealer. Parts of any Ordinance inconsistent herewith are hereby repealed to the extent of such inconsistency.

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 8th day of September,, 2015

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 21st day of September, 2015

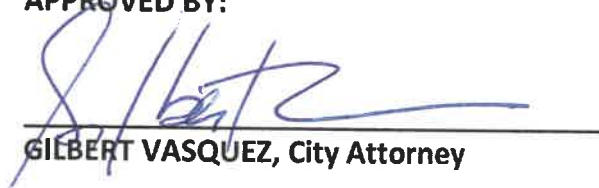
CITY OF SAN JUAN


SAN JUANITA SANCHEZ, Mayor

ATTEST:


SANDRA G. RAMIREZ, Interim City Secretary

APPROVED BY:


GILBERT VASQUEZ, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider, Approve and Enter into an Inter-Local Cooperation Agreement Between by and Between the City of San Juan, Texas and the County of Hidalgo, Pct 2 to Jointly Undertake the Reconstruction and New Construction of Certain Portions of Moore Road.

STAFF COMMENTS AND RECOMMENDATIONS:

The City and Pct 2 desire to jointly undertake the reconstruction and construction of certain portions of Moore Road. Phase 1 of the Reconstruction of Moore Road begins approximately six hundred fifty-four (654) linear feet east from the Intersection of Veterans Boulevard east three hundred twenty-six linear feet. Phase 2 of Moore Road begins approximately fifteen hundred forty-three (1543) linear east of Veterans Boulevard to the Intersection of San Antonio Avenue being approximately nine hundred fifty-seven (957) Linear feet. New Construction of the Road from the Hidalgo County Irrigation Canal east approximately five hundred (563) Linear feet. City of San Juan participation cost will only be sixty-five thousand dollars (\$65,000) with no cents, where as County of Hidalgo, Pct 2 will provide all labor, machinery and all materials necessary to complete construction and reconstruction of Phase 1 and Phase 2 and New Construction of the project.

RECOMMENDATION:

Approve the Inter-Local Cooperation Agreement by and Between the City of San Juan, Texas and the County of Hidalgo Pct 2.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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:

WITNESSTH

WHEREAS, San Juan is a 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 jointly undertake the reconstruction and construction of certain portions of Moore Road (the "Road");

WHEREAS, City and County desire to reconstruct that certain portion of the Road beginning approximately six hundred fifty-four linear feet east from the intersection of Veterans Boulevard east three hundred twenty-six linear feet ("Phase 1 Reconstruction");

WHEREAS, City and County desire to reconstruct that certain portion of Moore Road beginning Fifteen Hundred Forty-Three linear feet east of Veterans Boulevard to the intersection of San Antonio Avenue being approximately nine hundred fifty-seven (957) linear feet ("Phase 2 Reconstruction");

WHEREAS, City and County desire to perform new construction of the Road from the Hidalgo County Irrigation Canal east approximately five hundred (563) linear feet ("New Construction");

WHEREAS, the Road is an integral part of the County road system and the reconstruction and construction of the portions of the Road is in the best interest of the County; and

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 City with 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 Phase 1 and Phase 2 Reconstruction and the New Construction of the Road;
2. City agrees to contribute the sum of Sixty-Five Thousand and no one hundredths dollars (\$65,000.00) to County for the Road construction and reconstruction within ten (10) days of the approval of this Agreement by City;
3. County agrees to provide all labor, machinery and materials necessary for construction and reconstruction of the Road described herein.
4. County will, to the extent reasonably possible, follow the County's standard specifications in reconstruction and construction of road improvements unless otherwise agreed in writing by both parties.
5. The parties agree that City and County will each inspect and accept the Road reconstruction and construction improvements prior to declaring such work completed.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Phase 1 Reconstruction, the Phase 2 Reconstruction and the New Construction no later than 270 days from execution of this Agreement.
7. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of San Juan Attention: Mayor Mario Garza 709 S. Nebraska San Juan, Texas 78589
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2 nd Floor Edinburg, Texas 78539
With copy to:	Commissioner, Precinct 2 Attention: Eduardo "Eddie" Cantu 300 West Hall Acres, Suite G Pharr, Texas 78577

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.

13. **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.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
19. **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.
20. **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.

ATTEST:

CITY OF SAN JUAN

City Secretary

Mayor Mario Garza

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, County Clerk

Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Preliminary and Final Plat Approval of the Garco Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide 3.66-acre tract into a one (1) commercial lot in order to establish a business that will require large outdoor loading areas and heavy truck traffic. The property was rezoned into a Heavy Commercial District (C-3) at the beginning of this year. A subdivision plat will be required in order to do any improvements to the property.

Water service belongs to North Alamo Water Supply Corporation. An existing 8-inch water line is located at front of the property and sewer service is not available.

RECOMMENDATION:

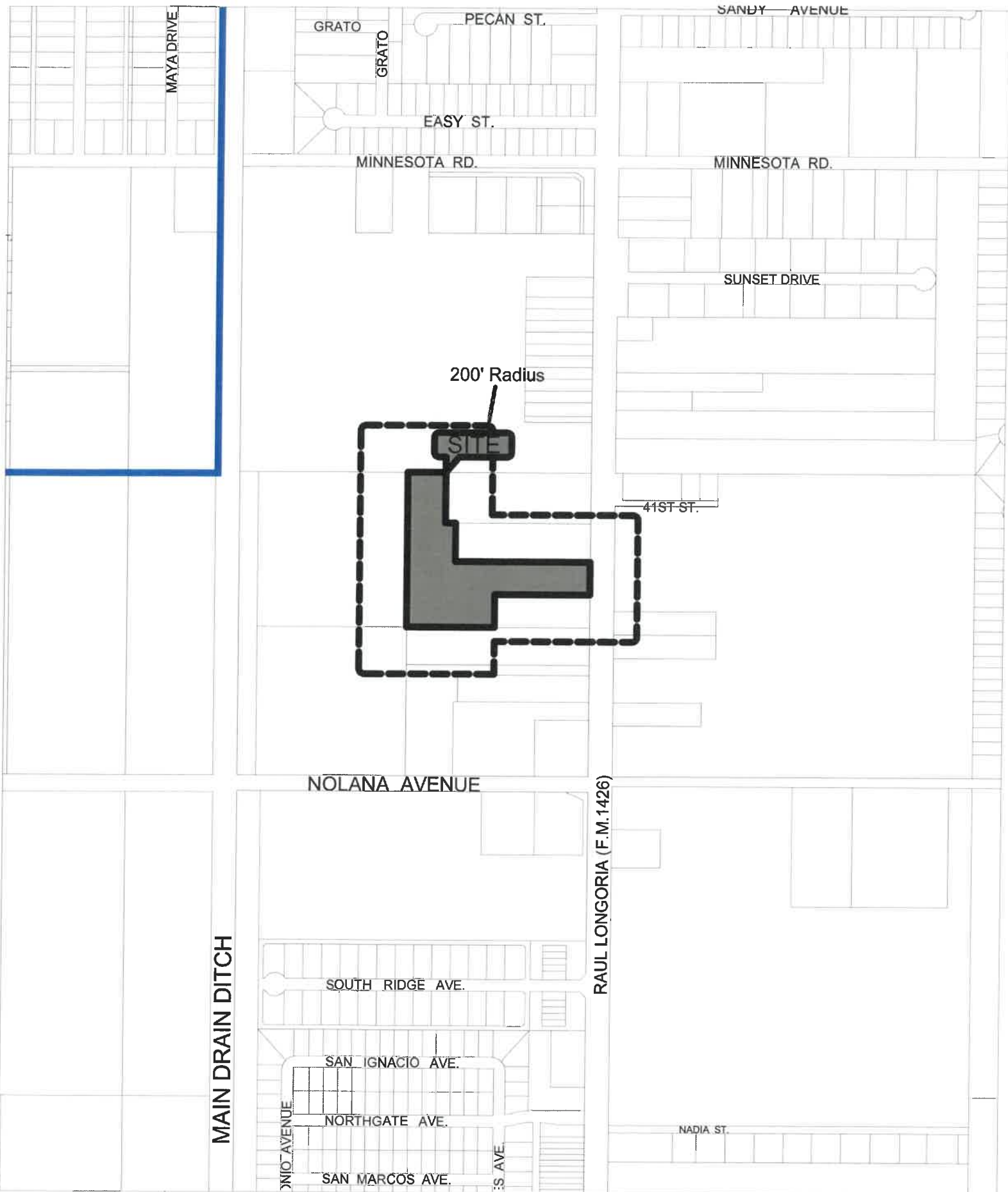
During the meeting of December 13, 2018, the Planning and Zoning Commission recommended approval of the preliminary and final plat approval with a (4-0) vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the GARCO Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.



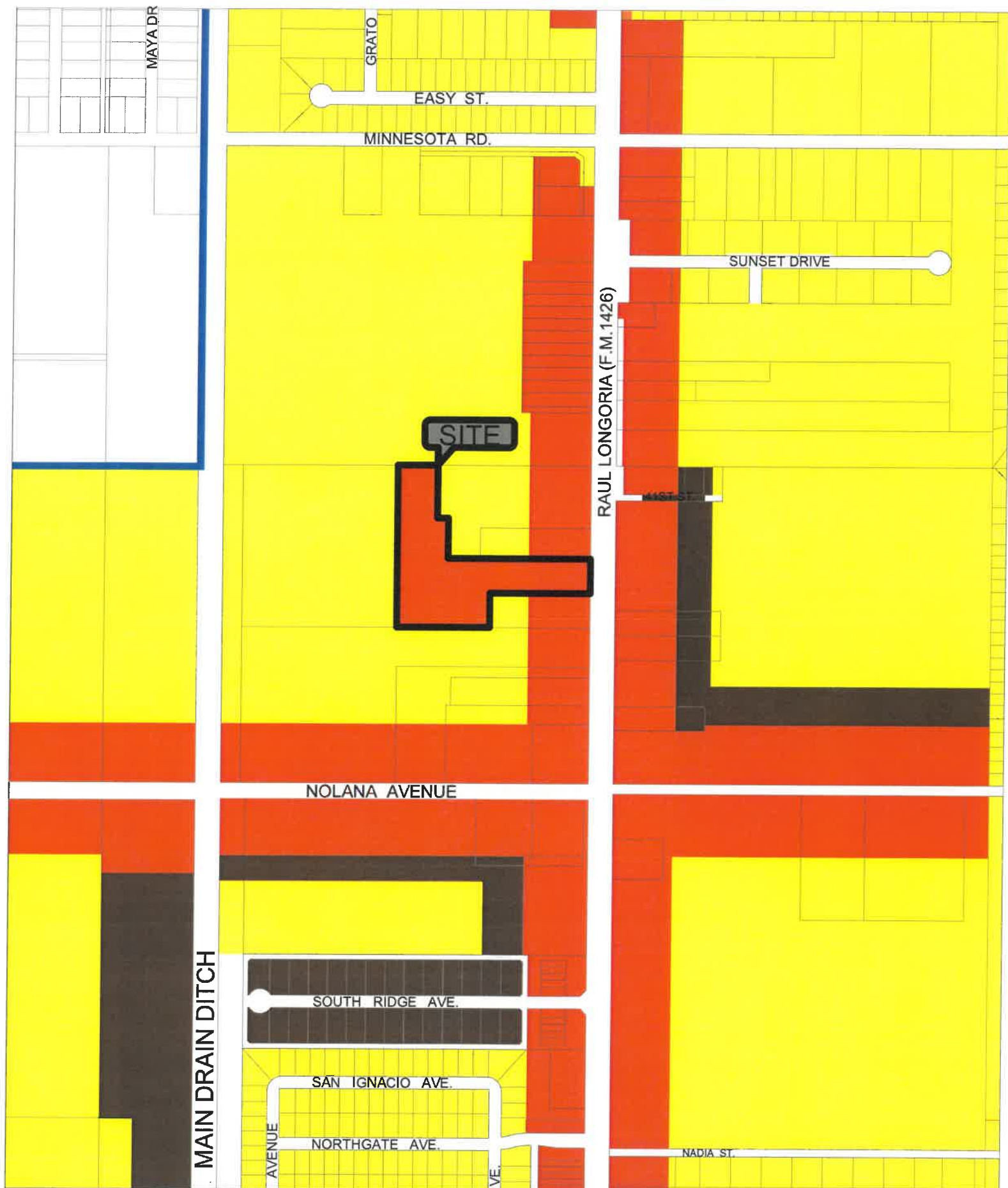


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the GARCO Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.





Zoning Districts

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

Preliminary and Final Plat Approval of the GARCO Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.





ENGINEERING REVIEW COMMENTS

TO: ROBERTO ESCOBAR
DIRECTOR OF PLANNING
SAN JUAN, TEXAS

FROM: JORGE D. PEREZ, P.E., R.P.L.S.
REVIEWER

DATE: December 12, 2018

SUBJECT: GARCO SUBDIVISION
PRELIMINARY SUBDIVISION PLAT AND ENGINEERING PLAN REVIEW NO. 1

ENGINEER: South Texas Infrastructure
900 S. Stewart Road
Mission, Texas 78752

Note: All minimum requirements for this development shall be in accordance with the "Unified Subdivision Code of the City of San Juan, Texas, and City Development Standards, latest publication.

A. DRAINAGE STATEMENT

1. The Drainage Statement has been received. Please provide new calculations in accordance with the new Hidalgo County Drainage Criteria; Detention based on difference of the 50 Yr. Developed Storm runoff volume to the 10 Yr. Undeveloped volume.
2. Drainage Statement to be submitted to the Hidalgo County Drainage District No.1 for approval prior to recording the Plat.
3. Retention of storm water within the property is not allowed without approval of the City Engineer and a Variance Request from the City Commission.

B. SUBDIVISION PLAT

1. Topographic information is incomplete. Show elevation contours.
2. Include definition of Flood Zone AH on Note 2 of the General Plat Notes.
3. Remove reference to OSSF from plat if sanitary sewer service will be utilized.
4. Provide 15' Public Utility Easement around perimeter of the property.
5. The finish floor elevation for the proposed building improvements within the Zone AH must be a minimum of 12 inches above the 100 Yr. Base Flood Elevation.

C. SITE PLAN (S)

1. Submit Site, Drainage/ Grading and Engineering Detention Plans for review.

D. ENGINEERING PLANS

Note: All new public infrastructure 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.

a. WATER DISTRIBUTION SYSTEM LAYOUT

1. Show existing water lines and sizes.
 2. Additional fire hydrants 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.
-

b. SANITARY SEWER SYSTEM LAYOUT

1. Indicate location and size for sanitary sewer mains and service lines 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 pipe shall be PVC SDR27.
-

c. PAVING AND DRAINAGE LAYOUT

1. Driveway entrances shall comply to the minimum spacing ,widths and construction design details as per TxDot Specifications.
 2. TxDot Permit will be required for driveway entrance construction.
-

E. ESCROW AND ENGINEERING ESTIMATES:

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

Please refer to additional comments from Planning, Utility and Fire Departments

PLAN REVIEW COMMENTS

Garco Subdivision
San Juan, Texas
December 12, 2018



Tirso Garza,
Fire Chief

Sandra Guajardo,
Adm. Assistant

Station #1-
707 S. Nebraska
San Juan, TX 78589

Station #2-
2301 N. Raul Longoria
Rd.
San Juan, TX 78589

Ph: (956) 223-2470
Fax: (956) 783-3441

BUILDING PLAN REVIEW COMMENTS

Building Plan Name: Graco Industries (Revised)
Address: Nolana and Raul Longoria
Date Reviewed: 11/27/2018

After reviewing plans the following discrepancies were found:

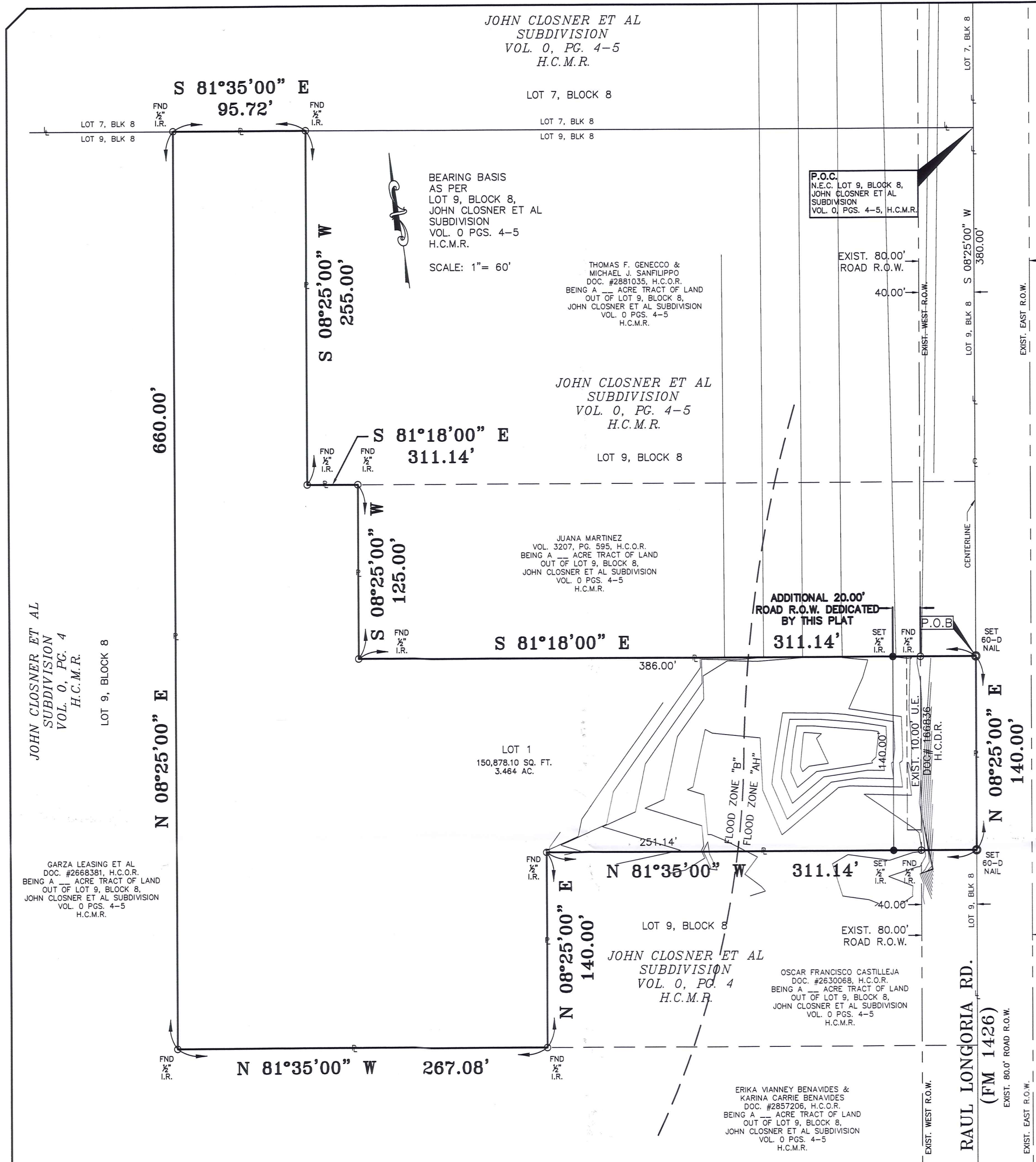
1. Two - Mueller Yellow Barrel Hydrants will be required. One to be placed in front of the building and another to be placed 300' feet to the West to provide fire protection to the proposed repair shop. (50x60x20)
2. An automatic fire alarm system is to be installed (Notification and Detection System must be monitored).
3. Two -10-pound fire extinguisher to be tagged by a licensed company and installed in the lobby area and rear exit door.
4. 30' minimum width access gate to the rear of the property. KNOX Lock for fire department access.
5. Fire lane to be established once the parking lot is completed.
6. Must have Illuminated Exit Signs and Emergency Lighting.

REAR PROPOSED LOCATION

7. All fuel containers shall be provided with a secondary containment, drainage control of diking.
8. All flammable liquids shall be stored in a fire rated cabinet. (Rear Shop)
9. An access road to the rear of property shall be asphalt, concrete or other approved driving surface capable of supporting the imposed load of a fire apparatus.
10. Rear Shop is required four (4)-10-pound multi-purpose fire extinguisher to be tagged by license company.
11. The address shall be of 6-inch minimum size numbers and placed in front of the building.

Preliminary and Final Plat Approval of the Garco Subdivision being a 3.66-acre tract of land out of Lot 9, Block 8, John Closner Subdivision, located approximately 750 feet North of Nolana Avenue along the West side of Raul Longoria Road, as Requested by South Texas Infrastructure Group.





LEGEND

- - FD, COTTON PICKER SPINDLE
- - FD, 1/2" IRON ROD
- - SET 1/2" IRON ROD
- - SET 60-D NAIL

SUBDIVISION PLAT OF
GARCO
SUBDIVISION
BEING A 3.66 ACRE TRACT OF LAND OUT OF
LOT 9, BLOCK 8, JOHN CLOSNER ET AL
SUBDIVISION, AS PER VOL. 0, PGS. 4-5,
H.C.M.R.

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
OWNER: GERARDO GARZA & BLANCA GARZA	P.O. BOX 2843 MCGALLEN, TEXAS 78502	(956) 424-3335	(956) 424-3132
ENGINEER: JULIO C. CERDA	900 S. STEWART, SUITE 13, MISSION, TEXAS 78572	(956) 618-5565	(956) 618-5540
SURVEYOR: ART SALINAS ENGINEERING & SURVEYING	1524 DOVE AVE. MCGALLEN, TEXAS 78504		

GENERAL PLAT NOTES:

1. SETBACKS:
FRONT: 30.00 FEET
REAR: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
2. FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY-PANEL NUMBER: 490334-0425 C. EFFECTIVE DATE: NOVEMBER 16, 1982. AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
3. THIS SUBDIVISION PLAT SHALL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC FEET, OR, _____ ACRE-FEET OF DRAINAGE RUNOFF VOLUME.
4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
5. BENCH MARK - EXISTING No. 4, REBAR WITH 3 1/4 BRASS ALUMINUM ALLOY CAP ON TOP. ELEV. 97.49 N.A.V.D. 88, LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF OWASSA RD. AND RAUL LONGORIA ROAD (F.M. 1426).
6. A 5.0' SIDEWALK IS REQUIRED ALONG RAUL LONGORIA ROAD AT THE BUILDING PERMIT STAGE.
7. ALL CONSTRUCTION SHALL COMPLY WITH STORM-WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
8. ALL UTILITY EASEMENTS AND DRAINAGE EASEMENTS SHALL BE PROPERLY MAINTAINED BY THE OWNER AS PER CITY ORDINANCE.
9. AN ENGINEER DETENTION PLAN MUST BE APPROVED BY THE CITY OF SAN JUAN PRIOR TO ISSUANCE OF BUILDING PERMIT.
10. A 6 FEET BUFFER IS REQUIRED FROM COMMERCIAL/RESIDENTIAL USES.
11. NO PERMANENT STRUCTURES OR FENCES SHALL BE CONSTRUCTED ON ANY EASEMENTS AS PER CITY OF SAN JUAN ORDINANCE.
12. ALL IMPROVEMENTS WITHIN THE SUBDIVISION ARE TO BE MAINTAINED BY THE OWNER OR MAINTENANCE ASSOCIATION AND ASSIGNS.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT. DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
15. I (WE), GERARDO GARZA & BLANCA GARZA, THE OWNER (S) & SUBDIVIDERS OF GARCO SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS GARCO SUBDIVISION 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, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE 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 HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF SAN JUAN.

GERARDO GARZA DATE
P.O. BOX 2843
MCGALLEN, TEXAS 78502

BLANCA GARZA DATE
P.O. BOX 2843
MCGALLEN, TEXAS 78502

OWNER:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____ A.D. 2018.
NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS.

PRESIDENT



ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

ATTEST: SECRETARY

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

STATE OF TEXAS
CITY OF SAN JUAN

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

MAYOR

STATE OF TEXAS
CITY OF SAN JUAN

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

DATED THIS _____ DAY OF _____ 2018.

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, ARTURO A. SALINAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON MAY 29, 2018, UNDER MY DIRECTION.

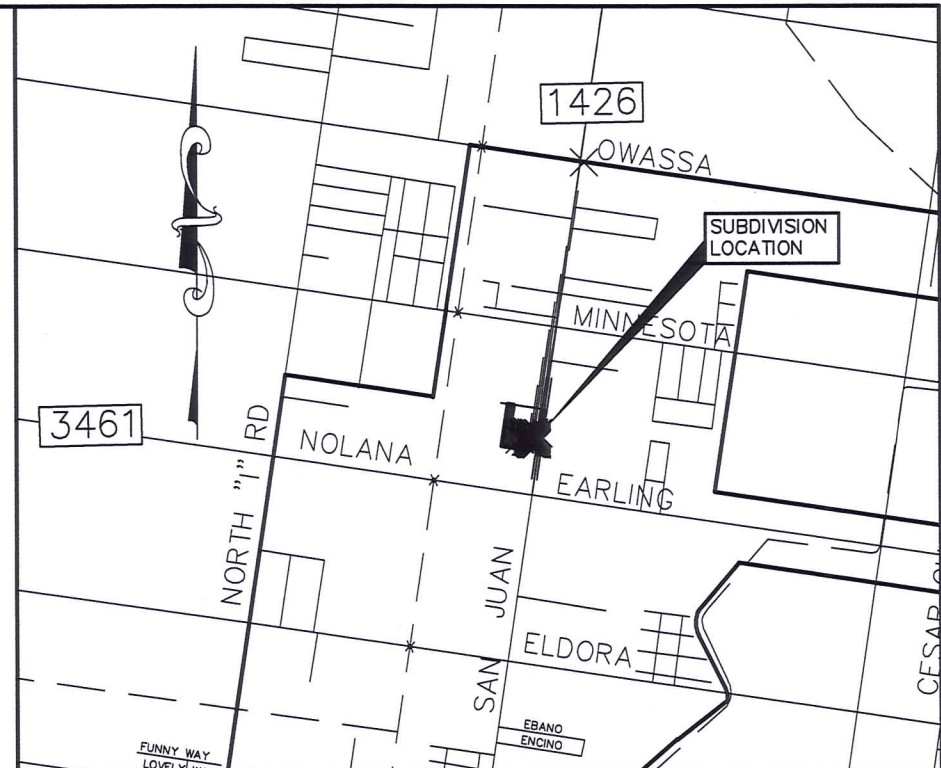
ARTURO A. SALINAS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR #4802
T.S.L.S. FIRM REG. NO. 10004000
ART SALINAS ENGINEERING & SURVEYING
1524 DOVE AVE. MCGALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524



LOCATION MAP

SCALE: 1" = 300'

PREPARED BY:

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART ROAD, SUITE 13
MISSION, TEXAS 78572
(956) 424-3335

DATE PREPARED:
DATE SURVEYED:

TRACT I:

THE NORTH 1.0 ACRE OF A 2.0-ACRE TRACT OF LAND OUT OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF LOT 9, BLOCK 8, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 9, LYING NORTH 8 DEGREES 42 MINUTES EAST 800.0 FEET FROM ITS SOUTHEAST CORNER, FOR THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, SAID POINT AND CORNER BEING IN N. RAUL LONGORIA RD. (AKA F.M. #1426 AND FKA SAN JUAN ROAD);

THENCE, CONTINUING WITH THE EAST LINE OF LOT 9, IN N. RAUL LONGORIA RD., NORTH 8 DEGREES 42 MINUTES EAST 140.0 FEET TO A POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE, PARALLEL TO THE SOUTH LINE OF LOT 9, NORTH 81 DEGREES 18 MINUTES WEST, AT 40.0 FEET PASS A FOUND 1/2-INCH IRON ROD IN THE WEST LINE OF N. RAUL LONGORIA RD. AT 311.14 FEET TO A PK NAIL SET IN A TREE ROOT FOR THE NORTHWEST CORNER HEREOF;

THENCE, PARALLEL TO THE EAST LINE OF LOT 9, SOUTH 8 DEGREES 42 MINUTES WEST 140.0 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHWEST CORNER HEREOF;

THENCE, PARALLEL TO THE SOUTH LINE OF LOT 9, SOUTH 81 DEGREES 18 MINUTES EAST, AT 271.14 FEET PASS A FOUND 1/2-INCH IRON ROD IN THE WEST LINE OF N. RAUL LONGORIA RD. AND AT 311.14 FEET TO THE POINT OF BEGINNING OF WHICH THE EAST 40.0 FEET LIES IN N. RAUL LONGORIA RD.

TRACT II:

A 2.66-ACRE (DEED: 2.70-ACRE) TRACT OF LAND BEING A PORTION OF LOT 9, BLOCK 8, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD IN THE NORTH LINE OF SAID LOT 9, BLOCK 8 FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST 482.50 FEET FROM A FOUND COTTON PICKER SPINDLE BEING THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 8;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST 255.00 FEET, PARALLEL TO THE EAST LINE OF SAID LOT 9, BLOCK 8 TO A FOUND 1/2-INCH IRON ROD FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST 36.50 FEET, PARALLEL TO THE SOUTH LINE OF LOT 9, BLOCK 8 TO A FOUND 1/2-INCH IRON ROD BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 3207, PAGE 595, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS FOR AN EXTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, 125.00 FEET ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 3207, PAGE 595, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING PARALLEL TO THE EAST LINE OF SAID LOT 9, BLOCK 8, TO A FOUND 1/2-INCH IRON ROD BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 3207, PAGE 595, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, 134.86 FEET ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 3207, PAGE 595, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 9, BLOCK 8, AT 0.5 FEET PASS A FOUND 1/2-INCH IRON ROD IN LINE FOR REFERENCE, AT 140.00 FEET PASS A FOUND 1/2-INCH IRON ROD BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED W/ VENDOR'S LIEN RECORDED IN DOCUMENT NO. 1921397, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 280.00 FEET TO A FOUND 1/2-INCH IRON ROD BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT DESCRIBED IN OFFIT WARRANTY DEED RECORDED IN DOCUMENT NO. 2630068, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED W/ VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2687206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, 267.08 FEET PARALLEL TO THE SOUTH LINE OF SAID LOT 9, BLOCK 8 TO A FOUND 1/2-INCH IRON ROD IN THE EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2668381, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST 660.00 FEET ALONG SAID EAST LINE OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2668381, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING PARALLEL TO THE EAST LINE OF SAID LOT 9, BLOCK 8, TO A FOUND 60-D NAIL IN THE NORTH LINE OF SAID LOT 9, BLOCK 8 FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST 95.72 FEET ALONG SAID NORTH LINE OF LOT 9, BLOCK 8, TO THE POINT OF BEGINNING.

SOUTH TEXAS
INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13, MISSION, TEXAS 78572
PH: (956) 424-3335 FAX: (956) 424-3132
TBPE REG. # 1500



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider Selecting and Authorizing the City Manager to Enter into a Contract Agreement with two Bidders for Weedy Lot Mowing Services.

STAFF COMMENTS AND RECOMMENDATIONS:

On November 21, 2018 and November 28 2018 a Request for Sealed Bids - Mowing of Weedy Lots # 18-76-12-12 was advertised in the Advance News Journal. The following three responded with a sealed bid:

1. TDL Property - Hector Ruben Lopez from San Juan, Texas
2. Roberto Elissetche from Weslaco, Texas
3. Molina Landscaping - Juan F. Molina from Donna, Texas

Staff has reviewed each of the bid submissions and have found each to be qualified.

RECOMMENDATION:

Staff is recommending authorizing the City Manager to enter into an agreement for Weedy Lot Mowing Services with the two lowest bidders as follows:

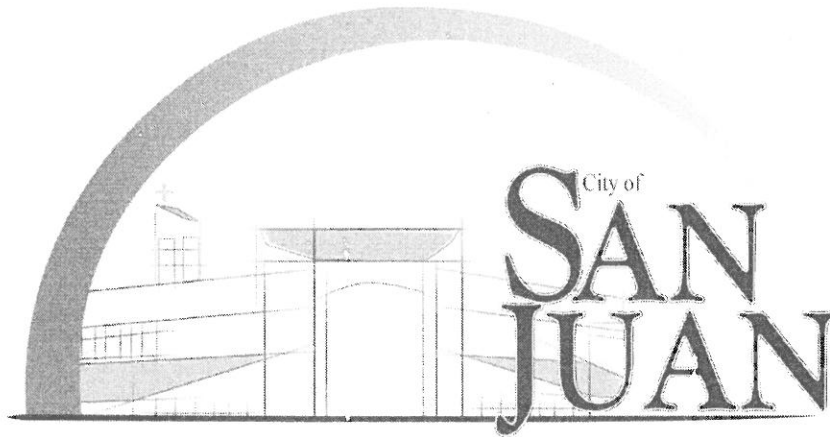
1. TDL Property
2. Roberto Elissetche

PREPARED BY:

Rene J. Jaime,
Purchasing/Risk
Manager

APPROVED BY:

Benjamin Arjona, City
Manager



REQUEST FOR SEALED BIDS

FOR

MOWING OF WEEDY LOTS

**CITY OF SAN JUAN
NOTICE OF BID
TO MOWING CONTRACTORS**

Notice is hereby given that the City of San Juan is seeking bids for Mowing of Weedy Lots. Bids will be received at the office of Rene J. Jaime, Purchasing/Risk Manager, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649, no later than Friday, December 12, 2018 at 10:00 a.m. at which time they will be taken to the City Hall Conference Room and read aloud.

Sealed bids shall be submitted in an envelope and the outside of the envelope marked as follows:

**MOWING OF WEEDY LOTS
REQUEST FOR SEALED BIDS #18-76-12-12
PURCHASING/PROCUREMENT
CITY OF SAN JUAN TEXAS
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications may be obtained by calling the Purchasing Department at 956.223.2200 or by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. - 4:30 p.m., Monday thru Friday or by visiting the City's web-site at www.cityofsanjuantexas.com.

The City of San Juan reserves the right to refuse and/or reject executing Contractor for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous to the City and hold the bid for a period of 60 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Caution to those submitting bids; bids not in the proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTION TO CONTRACTORS**

Please read your specifications thoroughly and be sure that the Contract for Mowing of Weedy Lots offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted and you are the successful bidder, it will be required that the Contract for Mowing of Weedy Lots be provided as specified.

1. The purpose of these specifications is to execute service contracts for labor with mowing contractors for the following:
 - a) **CONTRACT FOR MOWING OF WEEDY LOTS**
2. The Contract for Mowing of Weedy Lots to be furnished under this bid shall be done in strict conformance with the specifications as noted in this packet. All specifications shown are minimums. There is no intention to disqualify any mowing contractor who can meet these specifications.
3. Mowing Contractors must apply for these mowing contracts later than Wednesday, December 12, 2018 at 10:00 a.m. as stated herein.

**SEALED ENVELOPES MUST BE ADDRESSED
AND DELIVERED AND/OR MAILED TO
City of San Juan
Attn: Purchasing / Risk Manager
Weedy Lot RFB # 18-76-12-12
709 S. Nebraska, San Juan, Texas 78589-2649**

4. Mowing Contractors MUST give full firm name and address, and "Specifications for Contract for Weedy Lots Mowing" must be manually signed. Failure to do so will disqualify the mowing contractor from consideration. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on the page that calls for this information.
5. The City of San Juan reserves the right to refuse and/or reject executing Contracts for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous.
6. The Mowing Contractors agree to indemnify and hold harmless the City, the Administrator, and any employee from all suits and actions of every nature and description brought against them, for or on account of the manner and/or method of performing the task at hand.
7. The geographical location(s) of mowing contract's facilities referenced Service will be given due consideration in evaluation and award of contract-labor for mowing the weedy lots assigned. The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

8. Mowing Contractors are advised that the City of San Juan will take past performance as one of the factors to be considered in awarding the labor contracts for mowing of weedy lots.
10. Neither the Mowing Contractor nor his/her employees engaged in the mowing of weed lots for the City of San Juan shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the mowing contractor's personnel. The City shall have the right of inspection of said undertakings as stated in the specifications.
11. Mowing Contractors agree to carry adequate public liability insurance as stated in these specifications and further agrees to indemnify and hold the City of San Juan harmless of any and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Mowing Contractors and from any claims of any other person or persons for injuries, losses or damages sustained at, around or in connection with the work which is attributed to the Mowing Contractors.
12. Mowing Contractors shall furnish the City of San Juan upon request with factual information as to existence and financial stability of company, along with a list of cities presently being or have been serviced in the past, number of employees and an inventory of equipment to be used to perform the work.
13. Mowing Contractors are advised that the City of San Juan will pay for only those lots that are designated by a representative of the City of San Juan. There will be no exceptions to this requirement.
14. Contract will be from October 1, 2018 and ending on September 30, 2019, with the option to extend this contract for one (1) additional year (contract is renewed yearly but the City has the option to not renew the contract) to September 30, 2020, if the performance of the successful contractor is satisfactory.
15. For purposes of this project, award will be contingent on approval of budget.

**CITY OF SAN JUAN
SPECIFICATIONS FOR
CONTRACT FOR MOWING OF WEEDY LOTS**

BID #18-76-12-12

DEADLINE: Wednesday, December 12, 2018, at 10:00 a.m.

Please read your specifications thoroughly and be sure that the Contract for Mowing of Weedy Lots offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Contract for Mowing of Weedy Lots be furnished as specified.

1. GENERAL DESCRIPTION

These specifications shall govern the mowing of weedy lots for the City of San Juan contingent on availability of funds. The City reserves the right to terminate this contract without cause upon a two (2) week written notice to the mowing contractors.

2. SCOPE OF WORK

- A. Weedy lots shall be interpreted under terms of these specifications to be those areas designated by the authorized representative of the Director of Planning to be in violation of the City of San Juan Weedy Lot Ordinance and assigned to be properly abated. Legal description and address will be given for each property which is to be abated.
- B. Weedy lots vary in size and will include abatement up to and including any adjacent street, alley and/or highway rights-of-way.
\$ _____
- C. Weedy lot sizes will be classified, for purposes of this request for contract labor, under three types of mowing and the amount of money that the Contractor shall be paid for each type of mowing. Fill in the blanks with price amount as follows:

<u>TYPE</u>	<u>SQUARE FEET</u>	
A	6,000 sq. ft. and under	\$ <u>60</u>
B	6,000 sq. ft. to 10,000	\$ <u>65</u>
C	10,001 sq. ft. to 43,560	\$ <u>90</u>
D	43,561 sq. ft. to 87,210	\$ <u>180</u>

PLEASE NOTE: BIDS ARE TO BE SUBMITTED BY THE SIZE OF THE PROPERTY AND NOT BY SQUARE FOOTAGE. BIDS THAT DO NOT COMPLY WITH THE SPECIFICATIONS WILL NOT BE CONSIDERED.

- D. Trash and debris pick-up by the contractor before and after mowing will be required as a portion of proper abatement of any weedy lot and shall be done by the mowing contractor.

- E. Mowing assignments will be made on a once per week basis according to violations or on an as needed basis. Payment for weedy lot mowing shall be made in accordance with the State of Texas Pay Law.

3. EQUIPMENT

- A. All equipment utilized in the performance of this contract must be furnished by the mowing contractor.
- B. Mowers will be required in mowing all weedy lot areas except sickle bar mowers may be used to mow around bridges, culverts, sign posts, stand pipes and other obstructions. Other equipment may be used if approved by the City prior to mowing.
- C. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under mower. Chains shall be a minimum of 3/8 inch in size and spaced side-by-side around the mowers front and rear and long enough to drag the ground when mower is in its mowing position. The sides of all rotary mowers shall be solid steel so as to completely obstruct side discharge of debris.
- D. All mowers shall be kept in good operating conditions and shall be maintained to provide a clean sharp cut of the vegetation at all times. All equipment may be subject to approval by the City of San Juan.

4. METHOD OF OPERATION

- A. Prior to beginning mowing operations, a conference between the mowing contractor and the City will be arranged by the City. At this meeting, the mowing contractor shall outline his/her proposed mowing procedures and schedule. At this time, the mowing contractor shall also present to the City, a list of all mowing equipment to be used in the performance of this contract and arrange with the City a time and location for a physical inspection of said equipment. Any areas in question as to whether they are included within the contract or are in need of mowing at that time shall be discussed at this conference.
- B. The mowing contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, sign posts or other fixed objects which are not in violation.
- C. The mowing contractor shall mow as close as practical to all fences where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means i.e., weed-eater, manual, etc., to maximum height of four (4) inches. Any damage done to property and/or fences as a result of mowing by the mowing contractor shall be the responsibility of the mowing contractor.
- D. The mowing contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City of San Juan.

5. MEASUREMENT

- A. The contractor will be given the total square footage of each property when notice is given of property abatement.

6. SAFETY

THIS SECTION SHALL COVER SAFETY, SIGNAGE AND TRAFFIC CONTROL MEASURES.

- A. The mowing contractor shall observe and comply with all Federal, State and Local Laws and Ordinances, safety and health regulations and all other regulations, which in any manner affect the conduct of the work being performed.
- B. In order to ensure safety to the public, the mowing contractor shall coordinate all work with the City of San Juan and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.
- C. If traffic levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If the mowing contractor fails to cease work on his/her own judgment, the City of San Juan shall have the right to halt the mowing contractor's work and may result in termination of contract.
- D. Flag persons may be required when crossing roadways or streets. They shall be the responsibility of the mowing contractor. All safety precautions shall be taken when crossing roadways and streets with the flag persons flagging the mowing contractor's vehicle and equipment and in no way interfering with public traffic. The mowing contractor shall arrange to keep his/her crossings to a minimum.
- E. Signs, sign stands and safety flags as may be required to protect the public will be furnished by the mowing contractor. The mowing contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City of San Juan.

7. INSURANCE AND DAMAGES

- A. The mowing contractor agrees to accept full responsibility for any and all damages, including damage to State and City right of way as a result of his/her operation thereon. The mowing contractor further agrees to promptly repair any such damage in accordance with the City's instructions. If necessary the City will repair all damages, which are not repaired by the mowing contractor, with all expenses incurred for such repairs deducted from the mowing contractors mowing payment(s).

The mowing contractor shall provide the City with a certificate of insurance covering the below listed insurance coverage prior to initiation of any work.

The Bidders agrees to carry adequate General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.

- 1). Comprehensive General Liability Insurance Amount
Bodily Injury- \$1,000,000 each occurrence
Property Damage - \$1,000,000 each occurrences). Comprehensive Automobile Liability Insurance Bodily Injury - \$1,000,000 each person
Property Damage - \$1,000,000 each occurrence
- 3). The City shall be included as an "Additional Insured" by endorsement to the policies issued for "b" and "c" above. A "Waiver of Subrogation Endorsement" in favor of the City shall be a part of each policy for coverage listed above. The mowing contractor shall be responsible for any deductible stated in any policies
- 4). COMPANY agrees to provide Worker's Compensation Insurance as mandated by Preamble 110.110, and hold harmless the CITY of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage.

8. INSPECTIONS AND PAYMENT

- A. Upon completion of the entire mowing cycle, the mowing contractor shall notify the City that all work is complete and ready for final inspection. The City shall inspect all work within five (5) calendar days and notify the mowing contractor in writing of acceptance or rejection of the work. Any work rejected must be completed within ten (10) calendar days and prior to submittal of payment request to the City. Before and after pictures must be submitted of the property abatement in order to process payments.
- B. All work performed will be paid for at the unit prices stated in this contract for those size lots mowed. No other compensation shall be paid to the mowing contractor.
- C. Payment shall be made, in accordance with the State of Texas Pay Law, when the mowing is satisfactorily completed. Partial payment shall be allowed only when unforeseen, unavoidable circumstances, in the opinion of the City, render a complete mowing impractical. This partial payment will be based on the percent of the mowing actually completed as determined by the City of San Juan.

9. ABANDONMENT OF WORK OR DEFAULT ON CONTRACT

- A. If the mowing contractor fails to begin the work within the time specified; fails to perform the work with sufficient workmen and equipment; has insufficient materials to insure the completion of the work within the contract time; work performance is unsuitable; neglects or refuses to remove materials; discontinues work without authority; becomes insolvent or declares bankruptcy, the City may give notice in writing to the mowing contractor of such delay, neglect, or default, specifying the same. If the mowing contractor, within a period of seven (7) calendar days after such notice shall not proceed in accordance therewith, then the City shall, upon written notice of the fact of such delay, neglect, or default and the mowing contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the mowing contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from the money due, or which may become due, the mowing contractor. In the amount which would have been payable under the contract if it had been completed by the mowing contractor, the mowing contractor will be entitled to receive the difference. In case such cost shall exceed the amount which would have been payable under the contract, then the mowing contractor shall be liable and shall pay to the City the amount of such excess.

10. OTHER GENERAL INSTRUCTIONS

- A. Spot or safety mowing - if, in the judgment of the City, spot mowing or mowing to enhance safety is required, such mowing will be performed by the City with City personnel and equipment
- B. The City will notify the mowing contractor, in writing, when to begin operation of weekly property abatements. The mowing contractor must begin operations within seven (7) working days thereafter. Failure of the mowing contractor to commence work within the time specified or failure to perform as herein specified shall be cause for immediate suspension of the work and possible cancellation of the contract or declaration of default. List of properties to be mowed will be provided to mowing contractors with name of property owner, location and size of property as well as the square footage for each property on said list.
- C. The City shall have the right to audit the books and records of the mowing contractor relating to this work during the hours of normal workdays.
- D. The mowing contractor shall perform with his/her own organization and with the assistance of the work persons under his/her superintendent, no less than one-hundred(100) percent (%) of the work specified in the contract. The mowing contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or interest therein without the written approval of the City. The mowing contractor will not be permitted to sub-let any portion of the mowing contract without prior written approval of the City. No sub-contractor will, in any case, relieve the mowing contractor of his/her

responsibility under the contract and bond.

E. Trash and litter shall be picked-up prior to all mowing operations. Follow-up trash and litter pick-up shall be provided by the mowing contractor on an "as needed" basis, if hidden debris is discovered during the mowing operation. Disposal of trash, litter and debris shall be the responsibility of the mowing contractor and such disposal shall be off-site.

Trash, litter and debris pick-up and disposal shall be at the expense of the mowing contractor. The City of San Juan shall only compensate the mowing contractor with the fee associated with the size of lot mowed.

F. The City reserves the right to contract more than one mowing company and to terminate contract without notice

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

I Hector Ruben Lopez HAVE RECEIVED, READ AND UNDERSTOOD THE
(Print full name)

CITY OF SAN JUAN'S AFOREMENTIONED "STANDARD SPECIFICATION FOR WEEDY
LOT MOWING", AND SHALL ABIDE BY SAME. I ALSO UNDERSTAND THAT I WILL BE
RESPONSIBLE ONLY FOR THOSE LOTS ASSIGNED TO ME FOR MOWING. IT SHALL
BE MY SOLE RESPONSIBILITY TO CARRY ADEQUATE LIABILITY INSURANCE AND
ANY OTHER TYPE AND/OR KIND OF INSURANCE REQUIRED BY STATE OF TEXAS
LAW GOVERNING THIS TYPE OF WORK.

Respectfully submitted this 11th day of December, 2018.

TYPE/PRINT NAME: Hector Ruben Lopez
TITLE: President
COMPANY: TDL Properties
ADDRESS: P.O. Box 592
Alamo, TX 78516
TELEPHONE NO. (956) 451-2646
FAX NUMBER: (956) 278-3235
E-MAIL: treysanddevelopment@yahoo.com
SIGNATURE: 

ATTACHMENT "A"

THIS REQUEST FOR INFORMATION IS TO BE SUBMITTED WITH THE CONTRACTOR'S SUBMITTAL.

APPLICANT NAME: Hector Ruben Lopez

FULL COMPANY NAME: TDL Properties

HOME ADDRESS: 120 N. Jonquil Ave McAllen Tx 78501

BUS. ADDRESS: 1709 S. Stewart Rd San Juan Tx 78589

HOME PHONE: (956) 451-2040 BUS. PHONE: (956) 451-2040

BUSINESS INFORMATION

NUMBER OF FULL-TIME EMPLOYEES? 8

HOW LONG IN PRESENT MOWING BUSINESS? 8

ARE YOU FAMILIAR WITH ALL AREAS OF SAN JUAN? Yes

HAVE YOU PREVIOUSLY BEEN A CONTRACT MOWER FOR THE CITY OF SAN JUAN?
IF "YES", WHEN? Yes, since Sept 2010

LIST- INVENTORY OF EQUIPMENT TO BE USED IN PERFORMING THE WORK FOR THIS CONTRACT.

see Attachment

LIST INSURANCE COVERAGE AND ATTACH EVIDENCE OF INSURANCE WITH YOUR BID SUBMISSION AND PROVIDE INSURANCE AGENT'S INFORMATION.

General Liability - Denora Garza (950) 687-1811
Automobile Liability - Joel Bazan (950) 519-1780
Workers Compensation - Denora Garza (950) 687-1811

LIST MOWING REFERENCES:

See Attachment

LIST ANY PAST AND/OR THREATENED LITIGATION:

NONE

TDL Properties
COMPANY'S COMPLETE NAME


AUTHORIZED SIGNATURE

12/11/2018
DATE

Inventory List

Trucks:

- (1) 2012 Ford F-250
- (1) 2006 Ford F-150
- (1) 2004 Ford Ranger

Tractors

- (1) John Deere 5103 with 6ft shredder
- (1) Kabota 60 inch Zero turn mower
- (1) 60 inch Aries Zero turn mower

Trailers

- (1) 20ft Flatbed Trailer
- (1) 18ft Landscape Trailer

Weed eaters

- (4) Echo 225 Weed Eater
- (1) Echo 266 Weed Eater

Blowers

- (1) Echo Blowers

TDL Properties References

Melanie Cano

City Of Pharr (Mowing of Weedy Lots)
118. S. Cage Blvd
Pharr, Tx 78577
(956) 402-4242

Leonardo Vargas

City of McAllen (Mowing of Weedy Lots)
1300 Houston Ave
McAllen, Tx 78505

Rick Gamboa

City of Pharr (Mowing of Weedy Lots)
118. S. Cage Blvd
Pharr, Tx 78577
(956) 402-4242

George Munoz

City of San Juan (Mowing of Weedy Lots)
709 S. Nebraska
San Juan, Tx 78589
(956)

Brad Bentsen

City of Mission (R.O.W. Mowing & Maintenance Services)
1208 E. 8th St
Mission, Tx 78572
(956)580-8667



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2018

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

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

PRODUCER Padron Insurance Agency d/b/a SafeGuard Insurance Agency 902 West Hackberry McAllen TX 78501		CONTACT NAME: Denora Garza PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): (956) 687-1819 E-MAIL ADDRESS: dgarza@safeguardnow.com	
INSURED TDL Properties, LLC PO Box 592 Alamo TX 76516		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group(USLI) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL18103006612

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			CL1675384D	10/22/2018	10/22/2019	EACH OCCURRENCE \$ 500,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 500,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denora V. Garza

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

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

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

PRODUCER		CONTACT NAME:	
Joel Bazan(194232N) 118 S Shary Rd		PHONE (A/C, NO, EXT): 956-519-1780	
Mission TX 78572-8214		FAX (A/C, NO): 956-519-1775	
		E-MAIL ADDRESS: jbazan@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A: Truck Insurance Exchange	
T.D.L. PROPERTIES LLC		INSURER B: Farmers Insurance Exchange	
PO BOX 592		INSURER C: Mid Century Insurance Company	
ALAMO TX 78516		INSURER D: Farmers Texas County Mutual Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP, OP AGG \$
	☐ OTHER:						\$
D	AUTOMOBILE LIABILITY			605881593	12/08/2018	12/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500 000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☒					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2004 FORD RANGER, VIN: 1FTYR44U14PB28273

CERTIFICATE HOLDER	CANCELLATION
CITY OF MCALLEN PO BOX 220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MCALLEN TX 78505	AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employer's Liability Policy

Information Page

NCCI Carrier Code: 29939

Agent copy

Item 1 Insured name and address	TDL Properties LLC PO BOX 592 ALAMO TX 78516-0592	Policy number 0002010284																														
Producer 04244	Other workplaces not shown above See Schedule of Operations attached. PADRON INSURANCE AGENCY INC DBA: SAFEGUARD INSURANCE AGENCY 902 W HACKBERRY AVE MCALLEN TX 78501-2657	Federal tax ID 455629230 Entity LLC Interim adjustment Quarterly 33% - 3 Reports Branch Austin																														
Item 2	The policy period is from: 2/16/18 To: 2/16/19 12:01 a.m. standard time at the insured's mailing address																															
Item 3	A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The Limits of our Liability under Part Two are: <table border="0"> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000.00</td> <td>Each Accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$1,000,000.00</td> <td>Policy Limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$1,000,000.00</td> <td>Each Employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.		Bodily Injury by Accident	\$1,000,000.00	Each Accident	Bodily Injury by Disease	\$1,000,000.00	Policy Limit	Bodily Injury by Disease	\$1,000,000.00	Each Employee																					
Bodily Injury by Accident	\$1,000,000.00	Each Accident																														
Bodily Injury by Disease	\$1,000,000.00	Policy Limit																														
Bodily Injury by Disease	\$1,000,000.00	Each Employee																														
Item 4	The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. <table border="0"> <thead> <tr> <th></th> <th>Payroll</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>Total payroll and estimated manual premium</td> <td>\$15,000.00</td> <td>\$917.00</td> </tr> </tbody> </table> <table border="0"> <thead> <tr> <th>Description</th> <th>Factor</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Waiver of Subrogation</td> <td></td> <td>18.00</td> </tr> <tr> <td>Increased Limits Factor 1,000,000/1,000,000/1,000,000</td> <td>0.014</td> <td>13.00</td> </tr> <tr> <td>Increased Limits Balance to Minimum Premium (\$150)</td> <td></td> <td>137.00</td> </tr> <tr> <td>Schedule Modifier</td> <td>0.940</td> <td>(65.00)</td> </tr> <tr> <td>Healthcare Network Option</td> <td>0.120</td> <td>(122.00)</td> </tr> <tr> <td>Expense Constant</td> <td></td> <td>150.00</td> </tr> <tr> <td>Total estimated annual premium</td> <td></td> <td>\$1,048.00</td> </tr> </tbody> </table> Minimum premium \$250.00 Issue date: 2/15/18 Countersigned by  Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission ©Copyright 2018 National Council of Compensation Insurance, Inc. All rights reserved.			Payroll	Premium	Total payroll and estimated manual premium	\$15,000.00	\$917.00	Description	Factor	Amount	Waiver of Subrogation		18.00	Increased Limits Factor 1,000,000/1,000,000/1,000,000	0.014	13.00	Increased Limits Balance to Minimum Premium (\$150)		137.00	Schedule Modifier	0.940	(65.00)	Healthcare Network Option	0.120	(122.00)	Expense Constant		150.00	Total estimated annual premium		\$1,048.00
	Payroll	Premium																														
Total payroll and estimated manual premium	\$15,000.00	\$917.00																														
Description	Factor	Amount																														
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Increased Limits Factor 1,000,000/1,000,000/1,000,000	0.014	13.00																														
Increased Limits Balance to Minimum Premium (\$150)		137.00																														
Schedule Modifier	0.940	(65.00)																														
Healthcare Network Option	0.120	(122.00)																														
Expense Constant		150.00																														
Total estimated annual premium		\$1,048.00																														



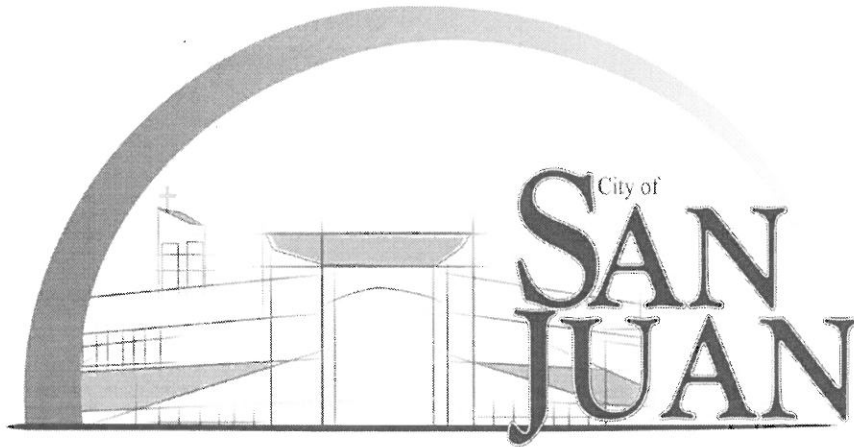
EXHIBIT "A" SCOPE OF WORK

The Contractor shall mow lots as the City identifies and prepares work orders for such work. The Contractor shall assure the City of San Juan that key personnel and equipment shall be dedicated to complete work in a timely manner and as described in the "Request for Sealed Bids for the Mowing of Weedy Lots" document. The cost per lot will be pursuant to the bid provided as noted below:

1. \$53.00 for properties 6,000 square feet or smaller
2. \$55.00 for properties between 6,001 and 10,000 square feet
3. \$65.00 for properties between 10,001 and 43,560 square feet
4. \$125.00 for properties between 43,560 and 87,120 square feet

Note: As per the bid documents the contractor is required to mow the city right-of-way between the front property line and the street curb.

1.	\$50	\$60
2.	\$	65
3.	\$	90
4.	\$	180



REQUEST FOR SEALED BIDS

FOR

MOWING OF WEEDY LOTS

**CITY OF SAN JUAN
NOTICE OF BID
TO MOWING CONTRACTORS**

Notice is hereby given that the City of San Juan is seeking bids for Mowing of Weedy Lots. Bids will be received at the office of Rene J. Jaime, Purchasing/Risk Manager, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649, no later than Friday, December 12, 2018 at 10:00 a.m. at which time they will be taken to the City Hall Conference Room and read aloud.

Sealed bids shall be submitted in an envelope and the outside of the envelope marked as follows:

**MOWING OF WEEDY LOTS
REQUEST FOR SEALED BIDS #18-76-12-12
PURCHASING/PROCUREMENT
CITY OF SAN JUAN TEXAS
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications may be obtained by calling the Purchasing Department at 956.223.2200 or by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. - 4:30 p.m., Monday thru Friday or by visiting the City's web-site at www.cityofsanjuantexas.com.

The City of San Juan reserves the right to refuse and/or reject executing Contractor for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous to the City and hold the bid for a period of 60 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Caution to those submitting bids; bids not in the proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTION TO CONTRACTORS**

Please read your specifications thoroughly and be sure that the Contract for Mowing of Weedy Lots offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted and you are the successful bidder, it will be required that the Contract for Mowing of Weedy Lots be provided as specified.

1. The purpose of these specifications is to execute service contracts for labor with mowing contractors for the following:
 - a) **CONTRACT FOR MOWING OF WEEDY LOTS**
2. The Contract for Mowing of Weedy Lots to be furnished under this bid shall be done in strict conformance with the specifications as noted in this packet. All specifications shown are minimums. There is no intention to disqualify any mowing contractor who can meet these specifications.
3. Mowing Contractors must apply for these mowing contracts later than Wednesday, December 12, 2018 at 10:00 a.m. as stated herein.

**SEALED ENVELOPES MUST BE ADDRESSED
AND DELIVERED AND/OR MAILED TO
City of San Juan
Attn: Purchasing / Risk Manager
Weedy Lot RFB # 18-76-12-12
709 S. Nebraska, San Juan, Texas 78589-2649**

4. Mowing Contractors MUST give full firm name and address, and "Specifications for Contract for Weedy Lots Mowing" must be manually signed. Failure to do so will disqualify the mowing contractor from consideration. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on the page that calls for this information.
5. The City of San Juan reserves the right to refuse and/or reject executing Contracts for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous.
6. The Mowing Contractors agree to indemnify and hold harmless the City, the Administrator, and any employee from all suits and actions of every nature and description brought against them, for or on account of the manner and/or method of performing the task at hand.
7. The geographical location(s) of mowing contract's facilities referenced Service will be given due consideration in evaluation and award of contract-labor for mowing the weedy lots assigned. The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

8. Mowing Contractors are advised that the City of San Juan will take past performance as one of the factors to be considered in awarding the labor contracts for mowing of weedy lots.
10. Neither the Mowing Contractor nor his/her employees engaged in the mowing of weed lots for the City of San Juan shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the mowing contractor's personnel. The City shall have the right of inspection of said undertakings as stated in the specifications.
11. Mowing Contractors agree to carry adequate public liability insurance as stated in these specifications and further agrees to indemnify and hold the City of San Juan harmless of any and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Mowing Contractors and from any claims of any other person or persons for injuries, losses or damages sustained at, around or in connection with the work which is attributed to the Mowing Contractors.
12. Mowing Contractors shall furnish the City of San Juan upon request with factual information as to existence and financial stability of company, along with a list of cities presently being or have been serviced in the past, number of employees and an inventory of equipment to be used to perform the work.
13. Mowing Contractors are advised that the City of San Juan will pay for only those lots that are designated by a representative of the City of San Juan. There will be no exceptions to this requirement.
14. Contract will be from October 1, 2018 and ending on September 30, 2019, with the option to extend this contract for one (1) additional year (contract is renewed yearly but the City has the option to not renew the contract) to September 30, 2020, if the performance of the successful contractor is satisfactory.
15. For purposes of this project, award will be contingent on approval of budget.

**CITY OF SAN JUAN
SPECIFICATIONS FOR
CONTRACT FOR MOWING OF WEEDY LOTS**

BID #18-76-12-12

DEADLINE: Wednesday, December 12, 2018, at 10:00 a.m.

Please read your specifications thoroughly and be sure that the Contract for Mowing of Weedy Lots offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Contract for Mowing of Weedy Lots be furnished as specified.

1. GENERAL DESCRIPTION

These specifications shall govern the mowing of weedy lots for the City of San Juan contingent on availability of funds. The City reserves the right to terminate this contract without cause upon a two (2) week written notice to the mowing contractors.

2. SCOPE OF WORK

- A. Weedy lots shall be interpreted under terms of these specifications to be those areas designated by the authorized representative of the Director of Planning to be in violation of the City of San Juan Weedy Lot Ordinance and assigned to be properly abated. Legal description and address will be given for each property which is to be abated.
- B. Weedy lots vary in size and will include abatement up to and including any adjacent street, alley and/or highway rights-of-way.
\$ 0.0085¢ per Sq. Ft.
- C. Weedy lot sizes will be classified, for purposes of this request for contract labor, under three types of mowing and the amount of money that the Contractor shall be paid for each type of mowing. Fill in the blanks with price amount as follows:

<u>TYPE</u>	<u>SQUARE FEET</u>	
A	6,000 sq. ft. and under	\$ <u>51.00</u>
B	6,000 sq. ft. to 10,000	\$ <u>53.00</u>
C	10,001 sq. ft. to 43,560	\$ <u>63.00</u>
D	43,561 sq. ft. to 87,210	\$ <u>120.00</u>

PLEASE NOTE: BIDS ARE TO BE SUBMITTED BY THE SIZE OF THE PROPERTY AND NOT BY SQUARE FOOTAGE. BIDS THAT DO NOT COMPLY WITH THE SPECIFICATIONS WILL NOT BE CONSIDERED.

- D. Trash and debris pick-up by the contractor before and after mowing will be required as a portion of proper abatement of any weedy lot and shall be done by the mowing contractor.

- E. Mowing assignments will be made on a once per week basis according to violations or on an as needed basis. Payment for weedy lot mowing shall be made in accordance with the State of Texas Pay Law.

3. EQUIPMENT

- A. All equipment utilized in the performance of this contract must be furnished by the mowing contractor.
- B. Mowers will be required in mowing all weedy lot areas except sickle bar mowers may be used to mow around bridges, culverts, sign posts, stand pipes and other obstructions. Other equipment may be used if approved by the City prior to mowing.
- C. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under mower. Chains shall be a minimum of 3/8 inch in size and spaced side-by-side around the mowers front and rear and long enough to drag the ground when mower is in its mowing position. The sides of all rotary mowers shall be solid steel so as to completely obstruct side discharge of debris.
- D. All mowers shall be kept in good operating conditions and shall be maintained to provide a clean sharp cut of the vegetation at all times. All equipment may be subject to approval by the City of San Juan.

4. METHOD OF OPERATION

- A. Prior to beginning mowing operations, a conference between the mowing contractor and the City will be arranged by the City. At this meeting, the mowing contractor shall outline his/her proposed mowing procedures and schedule. At this time, the mowing contractor shall also present to the City, a list of all mowing equipment to be used in the performance of this contract and arrange with the City a time and location for a physical inspection of said equipment. Any areas in question as to whether they are included within the contract or are in need of mowing at that time shall be discussed at this conference.
- B. The mowing contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, sign posts or other fixed objects which are not in violation.
- C. The mowing contractor shall mow as close as practical to all fences where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means i.e., weed-eater, manual, etc., to maximum height of four (4) inches. Any damage done to property and/or fences as a result of mowing by the mowing contractor shall be the responsibility of the mowing contractor.
- D. The mowing contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City of San Juan.

The Bidders agrees to carry adequate General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.

- 1). Comprehensive General Liability Insurance Amount
Bodily Injury- \$1,000,000 each occurrence
Property Damage - \$1,000,000 each occurrences). Comprehensive Automobile Liability Insurance Bodily Injury - \$1,000,000 each person
Property Damage - \$1,000,000 each occurrence
- 3). The City shall be included as an "Additional Insured" by endorsement to the policies issued for "b" and "c" above. A "Waiver of Subrogation Endorsement" in favor of the City shall be a part of each policy for coverage listed above. The mowing contractor shall be responsible for any deductible stated in any policies
- 4). COMPANY agrees to provide Worker's Compensation Insurance as mandated by Preamble 110.110, and hold harmless the CITY of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage.

8. INSPECTIONS AND PAYMENT

- A. Upon completion of the entire mowing cycle, the mowing contractor shall notify the City that all work is complete and ready for final inspection. The City shall inspect all work within five (5) calendar days and notify the mowing contractor in writing of acceptance or rejection of the work. Any work rejected must be completed within ten (10) calendar days and prior to submittal of payment request to the City. Before and after pictures must be submitted of the property abatement in order to process payments.
- B. All work performed will be paid for at the unit prices stated in this contract for those size lots mowed. No other compensation shall be paid to the mowing contractor.
- C. Payment shall be made, in accordance with the State of Texas Pay Law, when the mowing is satisfactorily completed. Partial payment shall be allowed only when unforeseen, unavoidable circumstances, in the opinion of the City, render a complete mowing impractical. This partial payment will be based on the percent of the mowing actually completed as determined by the City of San Juan.

9. ABANDONMENT OF WORK OR DEFAULT ON CONTRACT

- A. If the mowing contractor fails to begin the work within the time specified; fails to perform the work with sufficient workmen and equipment; has insufficient materials to insure the completion of the work within the contract time; work performance is unsuitable; neglects or refuses to remove materials; discontinues work without authority; becomes insolvent or declares bankruptcy, the City may give notice in writing to the mowing contractor of such delay, neglect, or default, specifying the same. If the mowing contractor, within a period of seven (7) calendar days after such notice shall not proceed in accordance therewith, then the City shall, upon written notice of the fact of such delay, neglect, or default and the owing contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the mowing contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from the money due, or which may become due, the mowing contractor. In the amount which would have been payable under the contract if it had been completed by the mowing contractor, the mowing contractor will be entitled to receive the difference. In case such cost shall exceed the amount which would have been payable under the contract, then the mowing contractor shall be liable and shall pay to the City the amount of such excess.

10. OTHER GENERAL INSTRUCTIONS

- A. Spot or safety mowing - if, in the judgment of the City, spot mowing or mowing to enhance safety is required, such mowing will be performed by the City with City personnel and equipment
- B. The City will notify the mowing contractor, in writing, when to begin operation of weekly property abatements. The mowing contractor must begin operations within seven (7) working days thereafter. Failure of the mowing contractor to commence work within the time specified or failure to perform as herein specified shall be cause for immediate suspension of the work and possible cancellation of the contract or declaration of default. List of properties to be mowed will be provided to mowing contractors with name of property owner, location and size of property as well as the square footage for each property on said list.
- C. The City shall have the right to audit the books and records of the mowing contractor relating to this work during the hours of normal workdays.
- D. The mowing contractor shall perform with his/her own organization and with the assistance of the work persons under his/her superintendent, no less than one-hundred(100) percent (%) of the work specified in the contract. The mowing contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or interest therein without the written approval of the City. The mowing contractor will not be permitted to sub-let any portion of the mowing contract without prior written approval of the City. No sub-contractor will, in any case, relieve the mowing contractor of his/her

responsibility under the contract and bond.

- E. Trash and litter shall be picked-up prior to all mowing operations. Follow-up trash and litter pick-up shall be provided by the mowing contractor on an "as needed" basis, if hidden debris is discovered during the mowing operation. Disposal of trash, litter and debris shall be the responsibility of the mowing contractor and such disposal shall be off-site.

Trash, litter and debris pick-up and disposal shall be at the expense of the mowing contractor. The City of San Juan shall only compensate the mowing contractor with the fee associated with the size of lot mowed.

- F. The City reserves the right to contract more than one mowing company and to terminate contract without notice

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

I Roberto Elissethe HAVE RECEIVED, READ AND UNDERSTOOD THE
(Print full name)

CITY OF SAN JUAN'S AFOREMENTIONED "STANDARD SPECIFICATION FOR WEEDY LOT MOWING", AND SHALL ABIDE BY SAME. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE ONLY FOR THOSE LOTS ASSIGNED TO ME FOR MOWING. IT SHALL BE MY SOLE RESPONSIBILITY TO CARRY ADEQUATE LIABILITY INSURANCE AND ANY OTHER TYPE AND/OR KIND OF INSURANCE REQUIRED BY STATE OF TEXAS LAW GOVERNING THIS TYPE OF WORK.

Respectfully submitted this 11th day of December, 2018.

TYPE/PRINT NAME: Roberto Elissethe

TITLE: Owner

COMPANY: Roberto Elissethe

ADDRESS: P O Box 738

WESLACO TEXAS 78599

TELEPHONE NO. 956-684-4556

FAX NUMBER: —

E-MAIL: reutititygroup@yahoo.com

SIGNATURE: [Signature]

ATTACHMENT "A"

THIS REQUEST FOR INFORMATION IS TO BE SUBMITTED WITH THE CONTRACTOR'S SUBMITTAL.

APPLICANT NAME: Roberto Elissetche
FULL COMPANY NAME: Roberto Elissetche
HOME ADDRESS: P.O BOX 738 WESLACO TX. 78599
BUS. ADDRESS: Same
HOME PHONE: 956-272-8223 BUS. PHONE: 956-684-4556

BUSINESS INFORMATION

NUMBER OF FULL-TIME EMPLOYEES? 2 employees & myself owner
HOW LONG IN PRESENT MOWING BUSINESS? 5 years.
ARE YOU FAMILIAR WITH ALL AREAS OF SAN JUAN yes.
HAVE YOU PREVIOUSLY BEEN A CONTRACT MOWER FOR THE CITY OF SAN JUAN?
IF "YES", WHEN? NO.

LIST- INVENTORY OF EQUIPMENT TO BE USED IN PERFORMING THE WORK FOR THIS CONTRACT.

72" Zero TURN - 2ea.
Weedeaters - 4ea
BLOWERS - 2ea
5105 John Deers TRACTOR w/5ft cutter
6060 Allis Chalmers w/7ft cutter
4345 MASSEY FERGUSON w/15ft wing cutter

LIST INSURANCE COVERAGE AND ATTACH EVIDENCE OF INSURANCE WITH YOUR BID SUBMISSION AND PROVIDE INSURANCE AGENT'S INFORMATION.

TAPCO UNDERWRITERS INC.
GENERAL LIABILITY - BINDER ID: PD402-V
INSURER: Nautilus Insurance Co.

LIST MOWING REFERENCES:

City of Donna - Donna-Rio Bravo International Bridge
Saenz Diesel Service - LAVERES AND SHOP
MEDINA REAL ESTATE - NEW SUBD $\frac{1}{2}$ Empty Lots

LIST ANY PAST AND/OR THREATENED LITIGATION:

NONE

ROBERTO ELISSETCHE
COMPANY'S COMPLETE NAME


AUTHORIZED SIGNATURE

12/11/18
DATE



Galleria North, Tower One
13737 Noel Road, 10th Floor
Dallas, TX 75240
(Toll-Free) 800-334-5579
(FAX) 972-455-6849
(Claims FAX) 336-538-0094
www.GoTapco.com

Binder Summary Sheet

Insured:

Roberto Elissetche
PO BOX 738
Weslaco, TX 78599

Producer:

4219722
Affordable Quality Insurance III
2803 W Business 83
Ste E
Weslaco, TX 78596
Producing Agent: Mari Cabrera

Insurer:

Nautilus Insurance Company

Effective/Expiration Date: 12/11/2018 to 12/11/2019

Term: Twelve Months

Binder ID: PDUOZ-V

State: TX

Percent Earned: 25%

In accordance with your instructions, we have bound the following General Liability coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: Premium quoted includes charge for additional insured.

\$10,000/\$25,000 Lost Key Coverage included (separate \$500 deductible applies).

CG2107 - Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-Limited Bodily Injury Exception Not Included will apply.

General Liability:

\$ 2,000,000 General Aggregate
\$ Included Products/Completed Operations Aggregate
\$ 1,000,000 Personal Injury/Advertising Injury
\$ 1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Premises Rented to You
\$ 5,000 Medical Payments
\$ **500 BI/PD Deductible Per Claimant

97050 - Lawn Care Services

Payroll 25,000
Number of owners 1 (20,000 payroll)

49950 - Additional Insured

Units 1

* Excludes Professional, Nuclear Energy, War, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Mold, Spores, Fungus, EIFS (Exterior Insulation Finish Systems) or Synthetic Stucco, Biological or Chemical Materials, Known Injury or Damage, Exclusion - Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Employment Related Practices, Leased Workers, Voluntary Labor, New Entities, Subsidence / Earth Movement, Oral Contracts, Roofing, Radioactive Contamination, Electromagnetic Fields, Hired & Non Owned Auto, Injury To Contractors / Independent Contractors / Subcontractors, Residential Construction In CA, All Construction Operations in NY, Designated operations covered by a consolidated (wrap-up) insurance program, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations Apply and Minimum and Deposit

Premium Endorsement Applies. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

L251 Coverage Limitation and Excl. - Residential Construction Ops; L205 Excl. Injury to Employees, Contractors, Volunteers and Other Workers; L342 Excl. Continuous/Progressive Damage; S185 Lost Key Coverage; L219 Excl. - Professional Services - Contractors, Engineers, Architects, Surveyors and Construction Mgmt.; L288 Additional Conditions and Exclusions - Contractors Subcontracted Work; L283 Exclusion - All Hazards in Connection With Ongoing Operations and Your Work (Dusting, Spraying or Fumigating Crops. Highway mowing operations, to include freeways and right-of-ways. Tree Cutting or Removal); S070 Amendatory Endorsement - Additional Exclusion. S070-Amendatory Endorsement Additional Exclusion L292 Excl Your Work Completed Prior to Specified Date (if risk is a new venture, has no prior insurance or unconfirmed loss history, lapse in coverage, risks where coverage is limited to a designated project, and/or risks involved in prior operations prohibited by Nautilus);

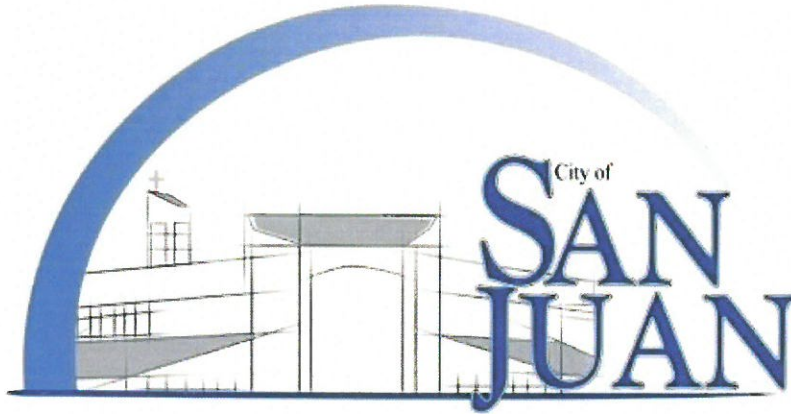
Location 1: 3303 Mile 6 1/2 West Rd, Weslaco, TX 78596

Code: 97050, Lawn Care Services

Coverage Type	Basis	User Adj. Rate
Payroll	\$25,000	7.9030
Owner \$20,000	1	7.9030

Code: 49950, Additional Insured

Coverage Type	Basis	User Adj. Rate
Units	1	100.0000



REQUEST FOR SEALED BIDS FOR MOWING OF WEEDY LOTS

Page 1 of 13, RFB Weedy Lot Mowing 18-76-12-12

CITY OF SAN JUAN NOTICE OF BID TO MOWING CONTRACTORS

Notice is hereby given that the City of San Juan is seeking bids for Mowing of Weedy Lots. Bids will be received at the office of Rene J. Jaime, Purchasing/Risk Manager, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649, no later than Friday, December 12, 2018 at 10:00 a.m. at which time they will be taken to the City Hall Conference Room and read aloud.

Sealed bids shall be submitted in an envelope and the outside of the envelope marked as follows:

**MOWING OF WEEDY LOTS REQUEST
FOR SEALED BIDS #18-76-12-12
PURCHASING/PROCUREMENT
CITY OF SAN JUAN TEXAS 709 S.
NEBRASKA AVENUE SAN JUAN,
TEXAS 78589-2649**

Specifications may be obtained by calling the Purchasing Department at 956.223.2200 or by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. - 4:30 p.m., Monday thru Friday or by visiting the City's web-site at www.cityofsanjuantexas.com.

The City of San Juan reserves the right to refuse and/or reject executing Contractor for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous to the City and hold the bid for a period of 60 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Caution to those submitting bids; bids not in the proper form may be rejected.

Page 1 of 13, RFB Weedy Lot Mowing 18-76-12-12

**CITY OF SAN JUAN
INSTRUCTION TO CONTRACTORS**

Please read your specifications thoroughly and be sure that **the Contract for Mowing of Weedy Lots** offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted and you are the successful bidder, it will be required that the **Contract for Mowing of Weedy Lots** be provided as specified.

1. The purpose of these specifications is to execute service contracts for labor with mowing contractors for the following:
 - a) **CONTRACT FOR MOWING OF WEEDY LOTS**
2. The **Contract for Mowing of Weedy Lots** to be furnished under this bid shall be done in strict conformance with the specifications as noted in this packet. All specifications shown are minimums. There is no intention to disqualify any mowing contractor who can meet these specifications.
3. Mowing Contractors must apply for these mowing contracts later than Wednesday, December 12, 2018 at 10:00 a.m. as stated herein.

**SEALED ENVELOPES MUST BE ADDRESSED
AND DELIVERED AND/OR MAILED TO**

**City of San Juan
Attn: Purchasing / Risk Manager
Weedy Lot RFB # 18-76-12-12
709 S. Nebraska, San Juan, Texas 78589-2649**

4. Mowing Contractors **MUST** give full firm name and address, and "Specifications for Contract for Weedy Lots Mowing" must be manually signed. Failure to do so will disqualify the mowing contractor from consideration. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on the page that calls for this information.
5. The City of San Juan reserves the right to refuse and/or reject executing Contracts for Labor with any or all Mowing Contractors responding to this request for mowing services and to enter

into Contracts for Labor with those Mowing Contractors that in the opinion of the City are deemed to be the best and most advantageous.

6. The Mowing Contractors agree to indemnify and hold harmless the City, the Administrator, and any employee from all suits and actions of every nature and description brought against them, for or on account of the manner and/or method of performing the task at hand.
7. The geographical location(s) of mowing contract's facilities referenced Service will be given due consideration in evaluation and award of contract-labor for mowing the weedy lots assigned. The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
8. Mowing Contractors are advised that the City of San Juan will take past performance as one of the factors to be considered in awarding the labor contracts for mowing of weedy lots.
10. Neither the Mowing Contractor nor his/her employees engaged in the mowing of weed lots for the City of San Juan shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the mowing contractor's personnel. The City shall have the right of inspection of said undertakings as stated in the specifications.
11. Mowing Contractors agree to carry adequate public liability insurance as stated in these specifications and further agrees to indemnify and hold the City of San Juan harmless of any and from any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Mowing Contractors and from any claims of any other person or persons for injuries, losses or damages sustained at, around or in connection with the work which is attributed to the Mowing Contractors.
12. Mowing Contractors shall furnish the City of San Juan upon request with factual information as to existence and financial stability of company, along with a list of cities presently being or have been serviced in the past, number of employees and an inventory of equipment to be used to perform the work.
13. Mowing Contractors are advised that the City of San Juan will pay for only those lots that are designated by a representative of the City of San Juan. There will be no exceptions to this requirement.
14. Contract will be from October 1, 2018 and ending on September 30, 2019, with the option to extend this contract for one (1) additional year (contract is renewed yearly but the City has the option to not renew the contract) to September 30, 2020, if the performance of the successful contractor is satisfactory.
15. For purposes of this project, award will be contingent on approval of budget.

Page 1 of 13, RFB Weedy Lot Mowing 18-76-12-12

SPECIFICATIONS FOR CONTRACT FOR MOWING OF WEEDY LOTS

BID #18-76-12-12

DEADLINE: Wednesday, December 12, 2018, at 10:00 a.m.
CITY OF SAN JUAN

Please read your specifications thoroughly and be sure that the Contract for Mowing of Weedy Lots offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Contract for Mowing of Weedy Lots

be furnished as specified.

1. GENERAL DESCRIPTION

These specifications shall govern the mowing of weedy lots for the City of San Juan contingent on availability of funds. The City reserves the right to terminate this contract without cause upon a two (2) week written notice to the mowing contractors.

2. SCOPE OF WORK

- A. Weedy lots shall be interpreted under terms of these specifications to be those areas designated by the authorized representative of the Director of Planning to be in violation of the City of San Juan Weedy Lot Ordinance and assigned to be properly abated. Legal description and address will be given for each property which is to be abated.
- B. Weedy lots vary in size and will include abatement up to and including any adjacent street, alley and/or highway rights-of-way.
\$ 0.00
- C. Weedy lot sizes will be classified, for purposes of this request for contract labor, under three types of mowing and the amount of money that the Contractor shall be paid for each type of mowing. Fill in the blanks with price amount as follows:

TYPE	SQUARE FEET	
A	6,000 sq. ft. and under	\$ <u>75</u>
B	6,000 sq. ft. to 10,000	\$ <u>85</u>
C	10,001 sq. ft. to 43,560	\$ <u>190</u>
D	43,561 sq. ft. to 87,210	\$ <u>290</u>

includes Right-of-way

PLEASE NOTE: BIDS ARE TO BE SUBMITTED BY THE SIZE OF THE PROPERTY AND NOT BY SQUARE FOOTAGE. BIDS THAT DO NOT COMPLY WITH THE SPECIFICATIONS WILL NOT BE CONSIDERED.

- D. Trash and debris pick-up by the contractor before and after mowing will be required as a portion of proper abatement of any weedy lot and shall be done by the mowing contractor.

Page 1 of 14, RFB Weedy Lot Mowing 18-76-12-12

- E. Mowing assignments will be made on a once per week basis according to violations or on an as needed basis. Payment for weedy lot mowing shall be made in accordance with the State of Texas Pay Law.

3. EQUIPMENT

- A. All equipment utilized in the performance of this contract must be furnished by the mowing contractor.
- B. Mowers will be required in mowing all weedy lot areas except sickle bar mowers may be used to mow around bridges, culverts, sign posts, stand pipes and other obstructions. Other equipment may be used if approved by the City prior to mowing.
- C. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under mower. Chains shall be a minimum of 3/8 inch in size and spaced side-by-side around the mowers front and rear and long enough to drag the ground when mower is in its mowing position. The sides of all rotary mowers shall be solid steel so as to completely obstruct side discharge of debris.
- D. All mowers shall be kept in good operating conditions and shall be maintained to provide a clean sharp cut of the vegetation at all times. All equipment may be subject to approval by the City of

San Juan.

4. METHOD OF OPERATION

- A. Prior to beginning mowing operations, a conference between the mowing contractor and the City will be arranged by the City. At this meeting, the mowing contractor shall outline his/her proposed mowing procedures and schedule. At this time, the mowing contractor shall also present to the City, a list of all mowing equipment to be used in the performance of this contract and arrange with the City a time and location for a physical inspection of said equipment. Any areas in question as to whether they are included within the contract or are in need of mowing at that time shall be discussed at this conference.
- B. The mowing contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, sign posts or other fixed objects which are not in violation.
- C. The mowing contractor shall mow as close as practical to all fences where applicable. Any vegetation unable to be cut by mechanical means must be cut by other means i.e., weed-eater, manual, etc., to maximum height of four (4) inches. Any damage done to property and/or fences as a result of mowing by the mowing contractor shall be the responsibility of the mowing contractor.
- D. The mowing contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City of San Juan.

5. MEASUREMENT

- A. The contractor will be given the total square footage of each property when notice is given of property abatement.

6. SAFETY

THIS SECTION SHALL COVER SAFETY, SIGNAGE AND TRAFFIC CONTROL MEASURES.

- A. The mowing contractor shall observe and comply with all Federal, State and Local Laws and Ordinances, safety and health regulations and all other regulations, which in any manner affect the conduct of the work being performed.
- B. In order to ensure safety to the public, the mowing contractor shall coordinate all work with the City of San Juan and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.
- C. If traffic levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If the mowing contractor fails to cease work on his/her own judgment, the City of San Juan shall have the right to halt the mowing contractor's work and may result in termination of contract.
- D. Flag persons may be required when crossing roadways or streets. They shall be the responsibility of the mowing contractor. All safety precautions shall be taken when crossing roadways and streets with the flag persons flagging the mowing contractor's vehicle and equipment and in no way interfering with public traffic. The mowing contractor shall arrange to keep his/her crossings to a minimum.

- E. Signs, sign stands and safety flags as may be required to protect the public will be furnished by the mowing contractor. The mowing contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City of San Juan.

7. INSURANCE AND DAMAGES

- A. The mowing contractor agrees to accept full responsibility for any and all damages, including damage to State and City right of way as a result of his/her operation thereon. The mowing contractor further agrees to promptly repair any such damage in accordance with the City's instructions. If necessary the City will repair all damages, which are not repaired by the mowing contractor, with all expenses incurred for such repairs deducted from the mowing contractors mowing payment(s).

The mowing contractor shall provide the City with a certificate of insurance covering the below listed insurance coverage prior to initiation of any work.

The Bidders agrees to carry adequate General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.

- 1). Comprehensive General Liability Insurance Amount Bodily
Injury- \$1,000,000 each occurrence
Property Damage - \$1,000,000 each occurrences). Comprehensive Automobile Liability
Insurance Bodily Injury - \$1,000,000 each person
Property Damage - \$1,000,000 each occurrence
- 3). The City shall be included as an "Additional Insured" by endorsement to the policies issued for "b" and "c" above. A "Waiver of Subrogation Endorsement" in favor of the City shall be a part of each policy for coverage listed above. The mowing contractor shall be responsible for any deductible stated in any policies
- 4). COMPANY agrees to provide Worker's Compensation Insurance as mandated by Preamble 110.110, and hold harmless the CITY of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage.

8. INSPECTIONS AND PAYMENT

- A. Upon completion of the entire mowing cycle, the mowing contractor shall notify the City that all work is complete and ready for final inspection. The City shall inspect all work within five (5) calendar days and notify the mowing contractor in writing of acceptance or rejection of the work. Any work rejected must be completed within ten (10) calendar days and prior to submittal of payment request to the City. Before and after pictures must be submitted of the property abatement in order to process payments.
- B. All work performed will be paid for at the unit prices stated in this contract for those size lots mowed. No other compensation shall be paid to the mowing contractor.

- C. Payment shall be made, in accordance with the State of Texas Pay Law, when the mowing is satisfactorily completed. Partial payment shall be allowed only when unforeseen, unavoidable circumstances, in the opinion of the City, render a complete mowing impractical. This partial payment will be based on the percent of the mowing actually completed as determined by the City of San Juan.

9. ABANDONMENT OF WORK OR DEFAULT ON CONTRACT

- A. If the mowing contractor fails to begin the work within the time specified; fails to perform the work with sufficient workmen and equipment; has insufficient materials to insure the completion of the work within the contract time; work performance is unsuitable; neglects or refuses to remove materials; discontinues work without authority; becomes insolvent or declares bankruptcy, the City may give notice in writing to the mowing contractor of such delay, neglect, or default, specifying the same. If the mowing contractor, within a period of seven (7) calendar days after such notice shall not proceed in accordance therewith, then the City shall, upon written notice of the fact of such delay, neglect, or default and the owing contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the mowing contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from the money due, or which may become due, the mowing contractor. In the amount which would have been payable under the contract if it had been completed by the mowing contractor, the mowing contractor will be entitled to receive the difference. In case such cost shall exceed the amount which would have been payable under the contract, then the mowing contractor shall be liable and shall pay to the City the amount of such excess.

10. OTHER GENERAL INSTRUCTIONS

- A. Spot or safety mowing - if, in the judgment of the City, spot mowing or mowing to enhance safety is required, such mowing will be performed by the City with City personnel and equipment
- B. The City will notify the mowing contractor, in writing, when to begin operation of weekly property abatements. The mowing contractor must begin operations within seven (7) working days thereafter. Failure of the mowing contractor to commence work within the time specified or failure to perform as herein specified shall be cause for immediate suspension of the work and possible cancellation of the contract or declaration of default. List of properties to be mowed will be provided to mowing contractors with name of property owner, location and size of property as well as the square footage for each property on said list.
- C. The City shall have the right to audit the books and records of the mowing contractor relating to this work during the hours of normal workdays.
- D. The mowing contractor shall perform with his/her own organization and with the assistance of the work persons under his/her superintendent, no less than one- hundred(100) percent (%) of the work specified in the contract. The mowing contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or interest therein without the written approval of the City. The mowing contractor will not be permitted to sub-let any portion of the mowing contract without prior written approval of the City. No sub-contractor will, in any case, relieve the mowing contractor of his/her responsibility under the contract and bond.
- E. Trash and litter shall be picked-up prior to all mowing operations. Follow-up trash and litter pick-up shall be provided by the mowing contractor on an "as needed" basis, if hidden debris is discovered during the mowing operation. Disposal of trash, Jitter and debris shall be the responsibility of the mowing contractor and such disposal shall be off-site.

Trash, litter and debris pick-up and disposal shall be at the expense of the mowing contractor. The City of San Juan shall only compensate the mowing contractor with the fee associated with the size of lot mowed.

- F. The City reserves the right to contract more than one mowing company and to terminate contract without notice

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

Page 1 of 14, RFB Weedy Lot Mowing 18-76-12-12

Juan F. Moring
I _____ HAVE RECEIVED, READ AND UNDERSTOOD THE
(Print full name)

CITY OF SAN JUAN'S AFOREMENTIONED "STANDARD SPECIFICATION FOR WEEDY LOT MOWING", AND SHALL ABIDE BY SAME. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE ONLY FOR THOSE LOTS ASSIGNED TO ME FOR MOWING. IT SHALL BE MY SOLE RESPONSIBILITY TO CARRY ADEQUATE LIABILITY INSURANCE AND ANY OTHER TYPE AND/OR KIND OF INSURANCE REQUIRED BY STATE OF TEXAS LAW GOVERNING THIS TYPE OF WORK.

Respectfully submitted this 12 day of December, 2018.

TYPE/PRINT NAME: Juan F. Molina

TITLE: COMPANY:

Molina Landscaping

ADDRESS:

361 E. Anderson Rd Donna tx
78537

TELEPHONE NO. FAX

NUMBER:

(956)-570-368

E-MAIL:

MolinaLandscaping36@yahoo.com

SIGNATURE:

Juan F. Molina

Page 1 of 14, RFB Weedy Lot Mowing 18-76-12-12

ATTACHMENT "A"

THIS REQUEST FOR INFORMATION IS TO BE SUBMITTED WITH THE CONTRACTOR'S SUBMITTAL.

APPLICANT NAME: Juan F. Molina

FULL COMPANY NAME: Molina Landscaping

HOME ADDRESS: 361 E. Anderson Rd Donna tx 78537

BUS. ADDRESS: 361 E. Anderson Rd Donna tx 78537

HOME PHONE: _____ BUS. PHONE: _____

(956) 570-3680 956-780-1915

BUSINESS INFORMATION

NUMBER OF FULL-TIME EMPLOYEES? 4

HOW LONG IN PRESENT MOWING BUSINESS? 10+

ARE YOU FAMILIAR WITH ALL AREAS OF SAN JUAN yes

HAVE YOU PREVIOUSLY BEEN A CONTRACT MOWER FOR THE CITY OF SAN JUAN? IF "YES", WHEN? 2015-2016 2017-2018

LIST- INVENTORY OF EQUIPMENT TO BE USED IN PERFORMING THE WORK FOR THIS CONTRACT.

-Mowing tractors

-Weed eaters

-blowers

-chainsaws

LIST INSURANCE COVERAGE AND ATTACH EVIDENCE OF INSURANCE WITH YOUR BID SUBMISSION AND PROVIDE INSURANCE AGENT'S INFORMATION.

Tax ID # 81-1390625

LIST MOWING REFERENCES:

Rey Jaquez -(956) 279-3419

Eloisa Ayala -(956) 562-5229

Mr. Camba -(956) 624-9276

LIST ANY PAST AND/OR THREATENED LITIGATION:

AUTHORIZED SIGNATURE

COMPANY'S COMPLETE NAME

Molina Landscaping

12-12-2018 DATE

ALL VALLEY INSURANCE
1016 LA VISTA AVE #A
MCALLEN, TX 78501
1-956-972-1001

PROGRESSIVE
COMMERCIAL

Policy number: 01480291-4

Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
December 11, 2018
Page 1 of 1

Certificate of Insurance

Certificate Holder

JUAN MOLINA
361 E ANDERSON RD
DONNA, TX 785377171

Insured

JUAN MOLINA
MOLINAS LANDSCAPING
361 E ANDERSON RD
DONNA, TX 78537

Agent

ALL VALLEY INSURANCE
1016 LA VISTA AVE #A
MCALLEN, TX 78501

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 3, 2018

Policy Expiration Date: Apr 3, 2019

Insurance coverage(s)

BODILY INJURY/PROPERTY DAMAGE

Limits

\$500,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2005 FORD F150 1FTRW12W75KE13185

Certificate number

34518NET291



Form 5241 (10/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2017

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

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

PRODUCER **All Valley Insurance Agency, LLC**
1016 LA VISTA AVE STE A
MCALLEN TX 78501

CONTACT
NAME:
PHONE (A/C No. Ext): **956-972-1001** FAX (A/C No): **956-972-1005**
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **COVINGTON SPECIALTY INSURANCE CO**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED **MOLINA'S LANDSCAPING**
5905 N 28TH ST
MCALLEN TX 78504

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☐	☐	vba553448-0	06/23/2017	06/23/2018	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 500,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	☐				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LANDSCAPING

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

all valley

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Original Printing

Issued July 17, 2018

Standard

Type : Stock
Markel Insurance Company
Ten Parkway North
Deerfield, IL 60015

NCCI Carrier Code: 22616

Policy Number:

MWC0082156-04

Renewal of Policy:

MWC0082156-03

Rewrite of Policy:

Fein # / Risk ID #:

455458777 /

1. The Insured's Name and Mailing address:

JUAN F MOLINA
361 E Anderson Rd
Donna, TX 78537-7171
956-570-3680

DBA Name: MOLINA LANDSCAPING

SIC CODE: 0781

Other work place not shown above: See Attached Location Schedule

**Type of
entity:**

Sole Proprietor

2. The policy period is from 07/16/2018 to 08/03/2018 [12.01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers

Compensation Law of the states listed here: TEXAS

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here

All states except those listed in Item 3A of the Information Page and the following states or territories: District of Columbia, ID, MT, NY, ND, OH, OR, WA, WY, Puerto Rico and US Virgin Islands.

D. California Endorsements and Schedules

Other State Endorsements and Schedules:

MPWC1009, MPIL1009, MDWC1001, MWC 1201, WC000000C, WC000406, WC000414, WC000422B, WC000425, WC420301I, WC420308, WC420407, MJWC1000, MIL 1214, MPIL 1083, MPIL 1007

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit.

Minimum Premium: 400.00

Deposit Premium: \$11.00

Total Estimated Annual Premium: \$29.00

Pay plan: 4-Pay - 40%

Producer: Aziz J Showery
1321 Pecan Boulevard Suite, A 956-668-0212
Mc Allen, TX 78501

Countersigned By:

Date: 12/11/2018

Servicing office:

Markel Service, Inc., (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

MDWC 1001 05 10

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider Authorizing the Police Chief to Enter into a Homeland Security Memorandum of Understanding Between the City of San Juan Police Department and the City of Mercedes Police Department to Establish Joint Operational Procedures for the Law Enforcement Emergency Regional Response Team (LEERRT).

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Law Enforcement Emergency Regional Response Team has been operational since 2009 with partnerships with twenty five (25) Police, Fire and EMS agencies. This agency addition is in keeping with Homeland Security Partnerships and grant requirements of establishing agreements of support and partnerships with other local, State and Federal Agencies.

The mission of the Law Enforcement Emergency Regional Response Team (LEERRT) is to provide a professional specialized trained team capable of responding to any incident and render the location and area safe utilizing special weapons and tactics.

RECOMMENDATION:

Approve Authorizing the Chief of Police to enter into the Memorandum of Understanding with Mercedes Police Department.

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

December 6, 2018

Juan Gonzalez
Chief of Police
City of San Juan
301 East Ridge Road
San Juan, TX 78589

Re: Memorandum of Understanding – Police Services

Dear Chief Gonzalez:

The Mercedes City Commission at their regular meeting held on Tuesday, December 4, 2018, unanimously approved the Memorandum of Understanding (MOU) between the City of Mercedes and City of San Juan Police Department regarding law enforcement services.

Please find enclosed two (2) original executed MOUs which require your signature and we kindly request the return of one (1) fully executed MOU for our files.

Should there be any questions, please do not hesitate to contact our offices at 956-565-3114.

Sincerely,


Sergio Zavala
City Manager

Enclosures

Cc: Arcelia L. Felix, City Secretary
Files



MEMORANDUM OF UNDERSTANDING

FOR POLICE SERVICES BY AND BETWEEN

San Juan, Texas Police Department and the

City of Mercedes, Texas Police Department,

This Memorandum of Understanding is being executed between the City of San Juan, Texas Police Department and the City of Mercedes, Texas Police Department to establish operating procedures for the Law Enforcement Emergency Regional Response Team. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the City of San Juan Police Department and City of Mercedes, Texas Police Department to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain specialized police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City of San Juan Police Department (Law Enforcement Emergency Regional Response Team) and City of Mercedes, Texas Police Department agrees as follows:

PURPOSE AND MISSION

The primary purpose of the Law Enforcement Emergency Regional Response Team is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the Law Enforcement Emergency Regional Response Team, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the Law Enforcement Emergency Regional Response Team Policies and Procedures.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The Law Enforcement Emergency Regional Response Team recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.

GENERAL AGREEMENTS

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Department of City of Mercedes, Texas.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. "City of San Juan Police Department" means the corporate limits of said City.
 - b. "City of Mercedes, Texas Police Department" means the corporate limits of said City.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request specialized emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, City Manager, or designee, shall be responsible for receiving requests for specialized emergency police services and assistance (Law Enforcement Emergency Regional Response Team) in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request specialized emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or assistance from other Agencies. (Law Enforcement Emergency Regional Response Team).
2. The requesting Agency shall specify the type of specialized emergency police service or assistance, (Law Enforcement Emergency Regional Response Team) which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or assistance (Law Enforcement Emergency Regional Response Team) requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting specialized emergency police services or assistance from other Agencies, and the types of specialized emergency police services and assistance (Law Enforcement Emergency Regional Response Team) which they are requesting are as follows:
 - a. The City of Mercedes, Texas Police Department hereby requests that the police department of City of San Juan, Texas (Law Enforcement Emergency Regional Response Team) provide specialized emergency police services and assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the City of Mercedes, Texas Police Department or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the City of Mercedes, Texas Police Department .

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

D. COMPOSITION AND COMMAND

The City of Mercedes, Texas Police Department agrees to assign (2) peace officers to the LEERRT as Swat Operators, Crisis Negotiators and/or Tactical Medics. Increases to the LEERRT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERRT Team will be in accordance with the provisions outlined in the LEERRT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERRT team by providing a 30 day notice to the team commander in writing. This will include the number of personnel assigned.

The LEERRT will select all prospective members from a valid selection roster created through applicant testing. Criteria for application will be based on the following; time in service if a certain length, satisfactory job performance in present and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERRT specific validated task related tests.

The LEERRT team Commander and team leaders will be assigned by the Command and Control Structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERRT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

E. POLICY AND DIRECTION

The policy and direction of the Law Enforcement Emergency Regional Response Team will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERRT team.

F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERRT

Team will assist when requested to the extent possible. Asset Forfeiture Sharing will be done in accordance with established MOU's and state & federal forfeiture laws on a case by case basis.

G. COOPERATION BETWEEN AGENCIES

To the extent possible, all Law Enforcement Emergency Regional Response Team operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. ***The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.***

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the Law Enforcement Emergency Regional Response Team Command and Control Element. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

I. OPERATIONAL PROCEDURES

The Law Enforcement Emergency Regional Response Team in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in concert with the National Incident Management System (NIMS) and/or Incident Command System (ICS) protocols. The LEERRT will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

J. EQUIPMENT

Equipment acquisition will occur jointly by the Law Enforcement Emergency Regional Response Team. The Command Staff will meet monthly and answer to and provide regular updates on the following to the LEERRT participating agencies; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. ***Regional Grant monies will be used to assist member agencies in the purchase of specialized equipment.***

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

K. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

L. EVALUATION AND REVIEW

The Law Enforcement Emergency Regional Response Team will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

M. LIABILITY

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the command and control staff of the San Juan Police Department's legal department.

N. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision?

O. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the City of San Juan, Police Department (Law Enforcement Emergency Regional Response Team) and the City of Mercedes, Texas Police Department.

P. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the City of San Juan Police Department (Law Enforcement Emergency Regional Response Team) and the City of Mercedes, Texas Police Department.

Q. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the (City of San Police Department (Law Enforcement Emergency Regional Response Team) and the City of Mercedes, Texas Police Department of an ordinance, resolution, or other document indicating withdrawal from this agreement.

R. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

S. CONFIDENTIALITY

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERRT policies and procedures manual.

IN WITNESS WHEREOF, the City Council of City of San Juan, Texas and the City Manager and/or Police Chief of the City of Mercedes, Texas Police Department have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

AGENCY A

Authorized Official:  Juan Gonzalez Chief of Police
Signature Printed Name and Title

Agency: City of San Juan Texas Police Department

Address: 301 East Ridge San Juan Texas 78589 Telephone(s): 956 223-2400

AGENCY B

Authorized Official:  Sergio Zavala
Signature Printed Name and Title

Agency: City of Mercedes, Texas Police Department

Address: 400 South Ohio Avenue Contact : 956-565-3114

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider Entering Into an Interlocal Agreement between the City of San Juan and Hidalgo County for Rural Emergency Services.

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Fire Department is seeking authorization to enter into an Interlocal Cooperation Agreement with Hidalgo County for set rates for all county calls in which the fire department responds to and provides services in our rural areas. The Fire Department averages approximately five (5) calls monthly, reports are submitted to the Hidalgo County Fire Marshal's Office for review and reimbursement on the 15th day of every month.

RECOMMENDATION:

Consider Entering Into a the Interlocal Agreement between City of San Juan and Hidalgo County for Rural Emergency Services.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



Hidalgo County Budget & Management
2818 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7025/ Fax: (956) 292-7035

November 26, 2018

San Juan Fire Department

Re: Interlocal Cooperation Agreement between the City of San Juan

Dear Chief Tirso Garza:

Pursuant to action taken by Hidalgo County Commissioners' Court, on November 20, 2018 (AI-67626) for the approval of the new Interlocal Agreement, we ask that you place the attached Agreement on your next City Council meeting for approval.

Once the agreement has been approved and signed by City designee please forward both (2) original copies to my office. We will have the document attested by our County Clerk and then (1) original copy will be sent back to your office for your records.

Should you have any questions, or require further information, please do not hesitate to contact our office at (956) 292-7000 Ext. 5604.

Respectively,

Glinda Pacheco/Planning Analyst

INTERLOCAL COOPERATION AGREEMENT BETWEEN (Entity) **AND HIDALGO COUNTY, TX**

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 20th day of November, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of San Juan, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of January, 2019.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on **January 1, 2019**, and shall terminate on **January 1, 2021**.
- 1.2 After **January 1, 2021**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 **Any modifications to invoices shall be approved by both parties.** All Incident Reports should be submitted to County Fire Marshal's Office within (fifteen) 15 days of the following month and the County Fire Marshal's Office shall review all reports up to (fourteen) 14 days from date of receipt to determine approval or any adjustments agreeable to both parties prior to sending to Auditors Office for payment. Approved invoices shall be paid no later than **thirty (30) days** upon receipt of invoice by County.

- 1.6 Commencing on the 1 day of January 2019 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BASIC FIRST AID - Refers to the initial process of assessing and addressing the needs of someone who has been injured or is in physiological distress due to choking, minor scrapes and bruises, allergic reactions, drugs or other medical emergencies. Basic first aid allows you to quickly determine a person's physical condition and the correct course of treatment. You should always follow correct first aid procedures for it can be the difference between life and death.

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **INCLUDING** situations of bee removal of hazards where no attack is in progress when arriving at emergency scene, or sustained at the time of response where firefighters are required to utilize bee suits and equipment.

BODY RECOVERY – Any recovery of a deceased human remains.

CATEGORY – All and any emergency response shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a sworn position.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

ENTITY – The parent organization of a Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any regional response team/public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call that requires fire personnel to investigate the scene or incident to make a determination as to whether or not there is an emergency incident. If there are multiple alarms at the same location the responding Primary/Secondary Entity shall notify the Fire Marshal's Office by the next Business Day.

FIREFIGHTING – Any incident upon arrival that is a Working Structural and/or Vehicle Fire, a Petroleum Based Fire, or Brush, Grassland or Rubbish Fire requires the action or process of extinguishing fires by Entities

GOOD INTENT CALLS – Any emergency incident response where fire personnel were summoned, but were not required to take any action (investigation, standby, or there was no actual incident).

Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – response to any incident at a First Responder (**Awareness & Operations**) Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. (fuel spills **below 35 gallons**, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.)

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– response to any incident at the Technician Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, (i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills **above 35 gallons** from any structure, vehicle, and or storage type facility..

INCORPORATED / UNINCORPORATED AREA(S) - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city shall not be covered in this contract.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission. **Excluding** MVA duties (Traffic Control, Wash downs, Patient Packaging).

MASS CASUALTY INCIDENT – any emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, (i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.)

MEDICAL CALL – In an emergency situation, under exigent circumstances and the situation dictates immediate medical attention excluding Basic First Aid. An EMS protocol shall be set up as follows:

Medical calls to be eligible for this category shall be limited to:

1. Burns/Explosions
2. Carbon Monoxide/Inhalation/Haz-Mat/CBRN
3. Electrocutions/Lightning
4. Inaccessible Incident, Other Entrapments (non-traffic)
5. Psychiatric/Abnormal Behavior/Suicide Attempt
6. Traffic/Transportation Incidents
7. Heart Problems– Stroke - Chest Pains – Cardiac or Respiratory Arrest/Death
8. Person Down – Unconscious/Non Responsive, Fatality
9. Breathing Problems -Choking
10. Traumatic Injuries

This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – When a Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of Public Works/Am-Bus/Regional Response Teams that is called upon to help mitigate the emergency. The call for additional resources is made by the Primary Entity and the call from Secondary Entity may be based on the extenuating circumstances, and may be made by the On-Scene Incident Commander, and must go through a dispatch point. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. **Secondary Entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.**

OPERATIONAL PERIOD – A twelve (12) hour standard period shall be recognized for considering additional funding to responding Entities that is recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any emergency incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium

PRIMARY ENTITY – An Entity who has contracted as a party with the County and is assigned to respond as the Lead Emergency Incident-Based Response Agency to the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency incident as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS/REGIONAL RESPONSE TEAM/AM-BUS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the On-Scene Incident Commander through the County Fire Marshal's Office. The Am-Bus is an additional resource that may respond to any special situation to provide tactical rescue/EMS assistance and support for any first responder regardless of discipline. The Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

REIMBURSEMENT PLAN – **County** method by which contracted Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

RUBBISH/BRUSH/GRASS//WILDLAND FIRE– Any fire occurring in vegetative areas, trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

SEARCH and RESCUE CALLS – all rescues of person(s), from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse Excluding Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** any aid to any other Jurisdictions in their city limits or other counties.

SERVICE CALLS – any call involving, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of any specialized tools; hydraulic, and/or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (I.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any spill where there is no fire and the spill consists of vegetation such as fruits & vegetables and any other non petroleum based products on roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with/without fire and the responding **Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation.** Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. **Any situation where the Entity is not required to stand-by for the service company will be classified as a Service Call.**

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency incident response based services, *if resources are available*, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit “C”. Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff’s Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a Call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C" unless authorized by the County Fire Marshals and/or Entity of the Rural Response District, Otherwise Entity shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.
- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. A simple trash burning call will be referred to the appropriate law enforcement agency, i.e... Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. May Provide **Assistance** to municipal's Fire Marshal or representative with Fire Investigations, upon request.

- e. May Provide Primary Assistance to contracted entity where there is no fire investigator at present the county may with advanced notification to HCFMO so that arrangements can be made.
- f. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

- a. Review and process all requests for reimbursements on timely manner.
- b. Confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons traveling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2. County shall communicate and provide a written itemized list of emergency services discrepancies for reimbursement or any change in the reimbursement rate category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for approval or to challenge the disapproval within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

- a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.
- b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Executive Chief Officer.
- c. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district to include any mutual aid outside response district, Entity shall receive a monthly lump-sum payment for all authorized services in accordance with the following payment schedule and categories;

- | | | |
|--------------|---------------------|---------------------------------------|
| (6.1.4.I.) | CATEGORY I (CI) | Flat rate of \$1,490.00 per incident. |
| (6.1.4.II.) | CATEGORY II (CII) | Flat Rate of \$ 725.00 per incident |
| (6.1.4.III.) | CATEGORY III (CIII) | Flat Rate of \$ 330.00 per incident. |

6.1.4.I. CATEGORY I. A rate of \$ 1,490.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING STRUCTURAL / VEHICLE (as primary department)
- .2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)
- .3 MASS CASUALTIES
- .4 RESCUE CALLS
- .5 VEHICULAR EXTRICATION
- .6 PUBLIC WORKS/REG. RESPONSE TEAMS, AND/OR AM-BUS RESPONSE
- .7 REGIONAL MEDICAL RESPONSE TEAM
- .8 SECONDARY ENTITY (in place of primary department.)
- .9 SPECIAL SITUATIONS
- .10 RUBBISH/BRUSH/GRASS//WILDLAND above one (1) hour

6.1.4.II. CATEGORY II. A rate of \$ 725.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BEE ATTACKS
- .2 HUMAN REMAINS RECOVERY CALLS
- .3 RUBBISH/GRASS//WILDLAND (31 minutes to 1 Hour)
- .4 HAZ-MAT (AWARENESS/OPERATIONS LEVEL)/WASH DOWN
- .5 LAW ENFORCEMENT ASSISTANCE
- .6 MUTUAL AID
- .7 MEDICAL CALLS
- .8 MVA (PATIENT PACKAGING, SECURE VEHICLE)
- .9 PETROLEUM BASED INCIDENT STANDBY
- .10 TRAFFIC CONTROL
- .11 WIRELINE INCIDENTS (ALL TYPES)

6.1.4. III CATEGORY III. A Rate of \$ 330.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 BASIC FIRST AID
- .2 RUBBISH/BRUSH/GRASS//WILDLAND (30 minutes & below)
- .3 FALSE ALARM CALL
- .4 GOOD INTENT CALLS
- .5 LANDING ZONE
- .6 SERVICE CALLS

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended

only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity City Of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

If to County: County of Hidalgo
County Judge's Office
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

9.12 IMMUNITIES. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County.

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

CITY OF _____

By: _____

_____ Date

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

_____ Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: VM Garza
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”

Hidalgo County Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

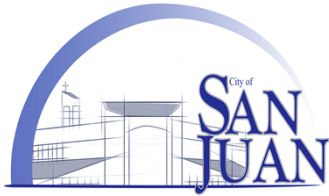
DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE : _____	ALARM TIME : _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____		DEPARTMENT: _____	
_____ NON-APPLICABLE		DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____			
CALLER ADDRESS: _____		OTHER: _____	PHONE: _____
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____		MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____ _____ _____			
INCIDENT COMMANDER: _____		REPORT PREPARED BY: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____ FIRE CHIEF	
REIMBURSEMENT REQUESTED: _____ \$330.00		_____ \$725.00	_____ \$1,490.00
HCFMO Approval Amount: _____ \$330.00		_____ \$725.00	_____ \$1,490.00

EXHIBIT “B”

PAY OUT PLAN:			
	2019	2020	2021
CATEGORY I	\$ 1,490	\$ 1,605	\$ 1,720
CATEGORY II	\$ 725	\$ 785	\$ 845
CATEGORY II	\$ 330	\$ 360	\$ 390

EXHIBIT “C”

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CITY OF SAN JUAN

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

RESOLUTION NO. 19-01

Resolution Opposing the New Ramp Design from TxDOT

- WHEREAS,

TxDot is responsible for the regional transportation planning, which includes the functional relationship between the local road system and State highway system; and
- WHEREAS,

TxDOT will be proposing operational improvements for the IH2 and I69 Interchange located in Hidalgo County, Texas; and
- WHEREAS,

the proposed project limits on I2 are from 2nd Street in McAllen to FM2557 (Stewart Road) in San Juan and on I69 from Nolana Loop to I2 in Pharr; and
- WHEREAS,

the City of San Juan wishes to cooperate with TxDOT for the improvements of I2 for the safety and convenience of the traveling public; and
- WHEREAS,

the City of San Juan opposes the current schematic reconfiguration of the Off and On ramps proposed by TxDOT for the improvements of IH2 on I road, Nebraska and Stewart Road; and
- WHEREAS,

the City of San Juan wishes for the improvements to IH2 to further expand the growth of the City and to maintain the desired operating conditions with the same level of service.

NOW, THEREFORE, BE IT RESOLVED that the City of San Juan Commissioners, Business Owners along the frontage and San Juan residents express opposition to the reconfiguration for the off and on ramps in San Juan, Texas.

PASSED, APPROVED and ADOPTED BY THE SAN JUAN CITY COMMISSION OF SAN JUAN, TEXAS on this the 8th day of January 2019.

CITY OF SAN JUAN

Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Consider the Approval of Budget Amendment in the Amount of \$9,018 from the Municipal Court Technology Fund.

STAFF COMMENTS AND RECOMMENDATIONS:

During the month of September, Tyler Technologies installed Incode 10 software for the daily operations at the Municipal court. On September 24, 2018, Tyler Technologies assisted staff onsite as it launched Incode 10 module.

RECOMMENDATION:

Approval of a Budget Amendment from the Municipal Court Technology Fund for the Amount of \$9,018 for Onsite Training on Incode 10-Migration Software Module and pay for the Cash Drawer Maintenance.

PREPARED BY:

Mary Enriquez, Court
Administrator

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action to Declare Scrap Pipe, Broken Valves and Fittings, Manhole Covers, Pumps and Motors as Surplus and Salvage Items for Final Disposal at Auction or Salvage Yard and Authorize the City Manager to Execute all Related Documents.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action Declare Scrap Pipe, Broken Valves and Fittings, Manhole Covers, Pumps and Motors as Surplus and Salvage Items for Final Disposal at Auction or Salvage Yard and Authorize the City Manager to Execute all Related Documents.

Over the Past Several Months and Years the City's Department of Utilities has Replaced Several Broken Pipes, Valves, Fittings, Pumps, Motors and other Appurtenances as Part of Daily Operations, Maintenance and Repairs of the Utility System. We are Requesting the City Commission to Declare all of the Items as Surplus or Salvage for Final Disposal.

RECOMMENDATION:

Staff Recommends Approval

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager











AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Understanding Between the City of San Juan and Research, Applied Technology, Education, and Service (R.A.T.E.S.) D.B.A. RATES/RGV for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Understanding (MOU) by and Between the City of San Juan and Research, Applied Technology, Education, and Service (RATES) D.B.A. RATES/RGV for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force.

At the Meeting of July 24, 2018, the City Commission Approved the Inter-Local with the University of Texas Rio Grande Valley (UTRGV) for the Preparation of the TPDES Stormwater Permit Application and Stormwater Plan. The UTRGV is Transition the Stormwater Task Force to RATES/RGV and Asking for and MOU instead.

RECOMMENDATION:

Staff Recommends Execution of the MOU as Presented.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

MEMORANDUM OF UNDERSTANDING
by and between
CITY OF SA JUAN
and
RESEARCH, APPLIED TECHNOLOGY, EDUCATION, AND SERVICE
(RATES) D.B.A. RATES/RGV
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Plan
for the
Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Understanding (MOU) (hereafter termed “**MOU**”) is entered into by and between the **CITY OF SAN JUAN** (hereafter referred to as “**CITY**”), a home-rule municipality, and **RESEARCH, APPLIED TECHNOLOGY, EDUCATION, AND SERVICE (RATES) D.B.A. RATES/RGV** (hereafter referred to as “**RATES/RGV**”), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

- 1.01** **CITY** and **RATES/RGV** agree to enter into this **MOU** as a manner by which **RATES/RGV** can actively participate in this **CITY’S** effort to respond and comply with the *Texas Commission on Environmental Quality* (“**TCEQ**”) *TPDES Phase II Stormwater Rules*.
- 1.02** **RATES/RGV** desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System (“**TPDES**”) Stormwater Permit Application, since such participation will provide **RATES/RGV** with an avenue for students and stakeholders to:
- A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations;
 - B. Gain knowledge and experience in the process and procedures of technical, financial and managerial compliance with governmental environmental regulations;
 - C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development;

and,

- D. Study, research and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2 TERM

- 2.01** *Fixed Term:* This **MOU** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOU**.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **RATES/RGV**, this **MOU** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This **MOU** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3 CONSIDERATION

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

SECTION 4 RIGHTS AND DUTIES

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

4.02 The following rights and duties will be held or performed by **RATES/RGV**:

A. Governance:

1. **RATES/RGV** will provide **CITY** with an update of the work progress as requested.
2. **RATES/RGV** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Plan (SWMP)
 - b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.
3. **CITY** shall submit SWMP and NOI to TCEQ. **RATES/RGV** shall provide guidance.

B. **RATES/RGV** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.

C. Funding paid to **RATES/RGV** will be utilized by **RATES/RGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.

D. **RATES/RGV** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.

E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOU** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

SECTION 5 MISCELLANEOUS

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

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

RATES/RGV: RATES/RGV
C/O Jodi Lees
P.O. Box 697
Edinburg, TX 78540
jelees@ratesrgv.org
956-540-9384

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

- 5.09** Entire MOU: This **MOU** contains the final and entire **MOU** between **CITY** and **RATES/RGV**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOU** and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **MOU**.
- 5.11** Nondiscrimination: **CITY** and **RATES/RGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this **MOU**.
- 5.12** Dispute Resolution:
- A. Any controversy claim or dispute between **CITY** and **RATES/RGV** regarding this **MOU** relating to the provisions of this **MOU** or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
 - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
 - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hildalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Jodi Lees, Chief Financial Officer, **RATES/RGV**.

EXECUTED the _____ day of _____, 2019, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY** Council.

“CITY”
CITY OF SAN JUAN

By: _____
Mario Garza
Mayor

Attest By: _____
Diana Cavazos
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2019, by **RATES/RGV**, by its duly authorized officer.

“RATES/RGV”
RESEARCH, APPLIED, TECHNOLOGY,
EDUCATION, SERVICE RIO GRANDE VALLEY

By: _____
James S. Bonner
President and CEO of RATES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement for Two Half Ton Crew Cab Pickups from Buy Board Vendor (#521-16) Caldwell Country Chevrolet in the Amount of \$44,670.00 and Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement for Two Half Ton Crew Cab Pickups from Buy Board Vendor (#521-16) Caldwell Country Chevrolet in the Amount of \$44,670.00 and Execute all Related Documents and Budget Amendment as Needed.

The Commission Approved the Purchase of Two Units for the Sanitation /Public Works Department in the FY 22018/2019 Budget.

Staff Solicited Buy Board Quotes fromBuy Board Vendor Caldwell Country Chevrolet from

Crew 22335
Single 21340

RECOMMENDATION:

Staff Recommends Approval as Presented

PREPARED BY:

Roel Garza,
Sanitation Director

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement to Purchase a 2016 Peterbilt 567SF ISX12 AUTO AIR W/G&H 1560 (VIN 369967) AKA Roll-off Truck for the Purchase Price of \$137,050 and Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff is requesting the City Commission to Authorize the City Manager to Execute a Purchase Agreement to Purchase a 2016 Peterbilt 567SF ISX12 AUTO AIR W/G&H 1560 (VIN 369967) AKA Roll-off Truck for the Purchase Price of \$137,050 and Execute all Related Documents and Budget Amendment as Needed. (Roel Garza, Director of Sanitation/Public Works)

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Roel Garza,
Sanitation Director

APPROVED BY:

Benjamin Arjona, City
Manager



rushrefusesystems.com

RENTAL PROPOSAL

Date: 10/30/2018

Customer: City of San Juan

Equipment: 2016 Peterbilt 567SF ISX12 AUTO AIR W/G&H 1560 (VIN 369967)

Rental Term: \$5,900 a month (50% credit towards the one month rental, purchase option price of \$137,050 after a rental credit of \$2,950)

Transportation (San Antonio, TX to San Juan, TX): \$850 One Way/\$1,700 Total or Both Ways

Salesmen: Bradley Taylor

PURCHASING QUOTATIONS

Requisition # 07208Department: SanitationDate: 11/6/2018Product Description (Brand/Model, etc.) Rental of Roll-Off

Three Quotes are required for purchase of \$500 or more. If specifications were provided to the vendors, please attach them to this form. Unless the vendor shows they are offering a "Cooperative Purchasing Price."

1. Company: Big Truck Rental Date: 10/29/2018
Phone No.: 210-216-3111 Time: _____
Person Contacted: Mark Rentschlar
Price: \$8,968.00 Discount (if any): _____ Total: \$8,968.00
2. Company: Rush Refuse System Date: 10/30/2018
Phone No.: _____ Time: _____
Person Contacted: Bradley Taylor
Price: 7,600 Discount (if any): _____ Total: 7,600
3. Company: Rush Truck Leasing Date: 10/29/2018
Phone No.: 210-901-7284 Time: _____
Person Contacted: kayla armendariz
Price: 17,600 Discount (if any): _____ Total: 17,600

Person Obtaining Quotes: David Salinas, Interim Director

Print Name & Title

Signature

Date

Company Selected (circle) 1 ☒ 2 ☐ 3Reason company was selected: lowest bidder

(Please explain specific requirements, issues and/or why the purchase did not go with the lowest quote and/or explain/justify why you did not get three quotes.)

INSURANCE REQUIREMENTS (For services such as AC, plumbing, remodeling, electrical, technology, etc.)

Contractors must provide insurance to conform to the following provision and amounts:

Worker's Compensation	Statutory Limit
Compensation General Liability Occurrence	\$500,000 each
Bodily Injury & Property Damage Aggregate	\$1,000,000 each
Comprehensive auto	\$1,000,000 each

Also, provide the Purchasing Manager with details on this form as to the vendor's response to your request for the above listed insurance. Also, please email their insurance forms or have the vendor email them ASAP to the Purchasing Manager at RJ Jaime@cityofsanjuantexas.com. If you were not able to obtain three quotes, please provide details as to why.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action to Authorize the City Manager to Execute a Purchase Agreement to Purchase a Patriot 52" KAW FX TWIN (8D00) Scag Riding Mower for the Purchase Price of \$5,839.00 and Execute all Related Documents and Budget Amendment as Needed. Purchase is to be Made Via Buyboard Vendor MAE Power Equipment Under Buyboard Contract # 539-17.

STAFF COMMENTS AND RECOMMENDATIONS:

Authorize the City Manager to Execute a Purchase Agreement to Purchase a Patriot 52" KAW FX TWIN (8D00) Scag Riding Mower for the Purchase Price of \$5,839.00 and Execute all Related Documents and Budget Amendment as Needed. Purchase is to be Made Via Buyboard Vendor MAE Power Equipment Under Buyboard Contract # 539-17. (Roel Garza, Director of Sanitation/Public Works)

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Roel Garza,
Sanitation Director

APPROVED BY:

Benjamin Arjona, City
Manager

Q U O T A T I O N

PAGE: 1



915 W. Bus Hwy 83 • PO Box 578 • Mission, Tx 78572

956.581.7433 (Phone) • 956.581.7436 (Fax)

PHONE #: (956)223-2200

CELL #: 222-2350

ALT. #: (956)783-9927

P.O.#:

TERMS: Net 30

SALES TYPE: Quote

DATE: 12/28/2018

ORDER #: 1447416

CUSTOMER #: 20812

CP: O Cavazos

LOCATION: 1

STATUS: Active

BILL TO 20812

City Of San Juan
Accounts Payable
709 South Nebraska
San Juan, TX 78589 USA

SHIP TO

City Of San Juan
Accounts Payable
709 South Nebraska
San Juan, TX 78589

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCE		52" FREEDOM 24HP KOHLER (8927)	1	\$5,599.00	\$5,299.00	\$5,299.00
SCE		PATRIOT 52" KAW FX TWIN (8D00)	1	\$7,299.00	\$5,839.00	\$5,839.00
****		BUYBOARD PROPOSAL # 529-17 VALID THRU 5/31/20	1	\$0.00	\$0.00	\$0.00

QUOTES GOOD FOR 30 DAYS. WORK ORDER ESTIMATE FEE DOES NOT INCLUDE REASSEMBLING. NO RETURNS ON SPECIAL ORDERS, INSTALLED ELECTRICAL PARTS, OR WITHOUT A RECEIPT. 20% RESTOCKING FEE ON ALL RETURNED PARTS.

THANK YOU FOR YOUR BUSINESS. IF THERE IS ANYTHING WE CAN DO TO BETTER SERVE YOU PLEASE NOTIFY THE MANAGEMENT.

"WE SELL THE BEST AND SERVICE THE REST"
"GOD BLESS OUR TROOPS"

Visit our Online Store at WWW.MAEPOWER.COM

SUBTOTAL:	\$11,138.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$11,138.00</u>

Authorized By: _____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action Regarding Upcoming General Election to Fill Terms that will Expire May 4, 2019 for Commissioner Place 2 and Place 5.

STAFF COMMENTS AND RECOMMENDATIONS:

The Terms of Office for City Commissioner Place 2 and Place 5 will Expire on the 4th day of May, 2019 it is Necessary to Conduct an Election. The terms are for four (4) Year Staggered Terms. The Election Day is for May 4th, 2019, the First Saturday of the Month. The Notice of Deadline to File an Application for Place on the Ballot which has the filing dates of February 4, 2019 thru March 4, 2019 has been posted. The possible Voting Places are: Voting Place# 1 Fire Station #2 on the North Side of Nebraska and Voting Place# 2 Carman Elementary. Early Voting will take place from Thursday, April 22, 2019 thru Tuesday, April 30, 2019. Election Day will Take Place on Saturday, May 4, 2019 from 7:00 am to 7:00 pm.

Day	Date	Hours
Monday	April 22, 2019	8:00 a.m. to 5:00 p.m.
Tuesday	April 23, 2019	8:00 a.m. to 5:00 p.m.
Wednesday	April 24, 2019	7:00 a.m. to 7:00 p.m.
Thursday	April 25, 2019	8:00 a.m. to 5:00 p.m.
Friday	April 26, 2019	8:00 a.m. to 5:00 p.m.
Saturday	April 27, 2019	7:00 a.m. to 7:00 p.m.
Monday	April 29, 2019	8:00 a.m. to 5:00 p.m.
Tuesday	April 30, 2019	8:00 a.m. to 5:00 p.m.

RECOMMENDATION:

Staff recommends Issuing Order and Notice of City Election on the next City Commission Meeting.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

**NOTICE OF DEADLINE TO FILE APPLICATION FOR
PLACE ON THE BALLOT**
(AVISO DE FECHA LÍMITE PARA PRESENTAR SOLICITUDES PARA
UN LUGAR EN LA BOLETA)

Notice is hereby given that application for a place on the City of San Juan General Election ballot may be filed during the following time:

(Se da aviso por la presente que las solicitudes para un lugar en la boleta de la Elección General de la Ciudad de San Juan se pueden presentar durante el siguiente horario:)

Filing Dates and Times:

(Fechas y Horario para Entregar Presentaciones)

Start Date February 4, 2019

(Fecha Inicio): 4 de febrero de 2019

End Date March 4, 2019

(Fecha Límite): 4 de marzo de 2019

Office Hours: Monday – Friday 8 a.m. – 5 p.m.

Horario de la Oficina: Lunes-Viernes 8:00 a.m. – 5:00 p.m.

Physical address for filing applications in person for place on the ballot:

(Dirección física para presentar las solicitudes en personas para un lugar en la boleta):

City Secretary
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

*Secretaria de la Ciudad
Ciudad de San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589*

Address to mail applications for place on the ballot (if filing by mail):

(Dirección a donde enviar las solicitudes para un lugar en la boleta (en caso de presentar por correo))

City Secretary
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

*Secretaria de la Ciudad
Ciudad de San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589*

Diana Cavazos, City Secretary/Secretaria de la Ciudad
Printed Name of Filing Officer

(Nombre en letra de molde del Oficial de Archivos)



Signature of Filing Officer

(Firma del Oficial de Archivos)

January 4, 2019/ 4 de enero 2019

Date Posted *(Fecha Archivada)*

AW3-2a

Prescribed by Secretary of State

Section 141.0440, Texas Election Code

10/2011

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JANUARY 8, 2019

Discussion and Possible Action to Amend the Current Chapter 380 Agreement Economic Development Incentive Agreement between the City of San Juan and SJL Land Venture, LTD.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Amend the current Chapter 380 Agreement Economic Development Incentive Agreement between the City of San Juan and SJL Land Venture, LTD.

RECOMMENDATION:

Approve as requested.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

October 22, 2018

City of San Juan
709 S. Nebraska
San Juan, Texas 78589

RE: Chapter 380 Economic Development Incentive Agreement between the City of San Juan and SJL Land Venture, Ltd., with a stated duration of May 11, 2016 through May 11, 2022, related to North Park Lexus Rio Grande Valley (the "Chapter 380 Agreement")

Dear Mayor Garza:

We have been reviewing our Chapter 380 Agreement and noticed that it contemplated that operations at North Park Lexus Rio Grande Valley would have commenced by July 1, 2017. Given that the operations, in fact, commenced one year later, we respectfully request that the other dates of the Chapter 380 Agreement be adjusted accordingly (for example, 2016 would become 2017; 2017 would become 2018; and so on).

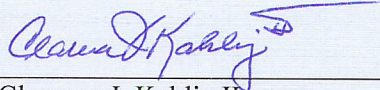
Please do not hesitate to contact us with any questions regarding this request. If the City of San Juan is in agreement with the proposed modification, please sign this letter or send an amended and restated agreement for our execution.

Thank you for your consideration of this request. We appreciate the relationship we have developed with the City. San Juan has a bright future ahead and we look forward to being part of it.

Respectfully,

SJL LAND VENTURE, LTD.

By: C. Kahlig Enterprises, LLC,
General Partner

By: 
Name: Clarence J. Kahlig II
Title: President

AGREED and ACCEPTED:

CITY OF SAN JUAN

By: 
Mario Garza, Mayor

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This agreement ("Agreement") is entered into and made by and between the CITY OF SAN JUAN, TEXAS, a municipal corporation and home-rule city (the "City"), and SJL LAND VENTURE, LTD., a Texas limited partnership (the "Owner"). The City and the Owner may be referred to singularly as "Party" and collectively as the "Parties".

PART 1. RECITALS

WHEREAS, the City believes the creation and retention of job opportunities in the City is paramount to the City's continued economic development; and

WHEREAS, the City seeks to attract and retain a diverse range of businesses that provide well-paying jobs necessary for economic development and stability; and

WHEREAS, the Owner desires to construct and cause to be operated a Lexus dealership (herein referred to as the "San Juan Lexus Dealership" and initially to be promoted under the name "North Park Lexus of Rio Grande Valley") within the City of San Juan, Texas, to be used by the Owner and one or more affiliates of Owner as a principal Lexus dealership for the purpose of selling and distributing automobiles and other products; and

WHEREAS, in the future, the Owner and/or its affiliates may wish to operate, expand and construct other luxury vehicle dealerships within the City of San Juan, Texas; and

WHEREAS, the City has determined that the San Juan Lexus Dealership is a type of business the City would like to have established within the City.

WHEREAS, the City is authorized under Chapter 380 of The Texas Local Government Code ("Chapter 380") to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City.

WHEREAS, the City in providing an incentive to Owner under the terms and conditions of this Agreement is consistent with the public policy purposes of Chapter 380 and the economic development objectives of the City.

WHEREAS, the City finds that that it is reasonably likely that this Agreement will contribute to the promotion of new and expanded business enterprise, retention, expansion, and creation of primary employment, will attract major investment in the area, and contribute tax monies that would be a benefit to the City and that would contribute to the economic development of the City;

NOW, THEREFORE, for the reasons stated in these Recitals and in consideration of the mutual benefits to and promises of the Parties set forth below, the Parties wish to, and do hereby, enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

PART 2. CHAPTER 380 GRANT PROGRAM ESTABLISHED

Chapter 380 Grant Program. The City Council of the City (the "City Council"), in authorizing this Agreement, hereby finds that a public necessity exists for and authorizes the establishment of, pursuant to Chapter 380 of the Local Government Code, a grant program under which the City will make a grant of monies and other incentives to the Owner subject to terms hereinafter provided, to assist in and effectuate the economic development objectives of the City as set forth in the Recitals. The City Council finds and determines that the economic development program established by this Agreement is necessary to promote local economic development and stimulate business and commercial activity within the City and that such is for a legitimate public purpose.

PART 3. REPRESENTATIONS BY OWNER

A. The Owner represents that it is authorized to execute this Agreement and it intends to commence and complete the construction of the San Juan Lexus Dealership located within the City of San Juan, Texas;

B. The Owner represents and warrants that it has invested in and purchased, or intends on investing in and purchasing, real property within the City of San Juan, Texas, at an approximate value of \$2,000,000.00 and intends to make and/or cause an affiliate of Owner to make improvements to same at

an additional approximate cost of \$3,000,000.00 in the form of real property improvements, equipment and machinery and it will be known initially as North Park Lexus of Rio Grande Valley;

C. The Owner represents and warrants it intends to create or cause an affiliate of the Owner to create at least forty (40) full time jobs at the San Juan Lexus Dealership and agrees to maintain or cause an affiliate of the Owner to maintain the same amount of full time employees from on or about July 1, 2017 through the term of this Agreement;

D. The Owner represents it will continue to operate or cause an affiliate of the Owner to continue to operate the San Juan Lexus Dealership, known initially as North Park Lexus of Rio Grande Valley, commencing with the completion of construction of the improvements for such dealership (the "Improvements") and continuing for the term of this Agreement;

E. The Owner represents and warrants the Owner or an affiliate of the Owner will conduct business within the City during the term of this Agreement;

F. The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations in all material respects.

PART 4. CHAPTER 380 AGREEMENT TERMS

Owner agrees that its right to obtain the grant monies under this Agreement that are being paid by the City shall be conditioned upon the "representations" stated in Part 3 above and the "Terms" as set forth in the section below.

I. TERMS TO BE FULFILLED BY OWNER

A. The Owner will construct the Improvements substantially in conformity with the description, plans, and specifications previously agreed upon and approved or to be agreed upon and approved by the Parties, and the City will not unreasonably withhold, condition or delay the City's agreement and/or approval of such description, plans and/or specifications.

B. The Owner shall use or cause an affiliate of the Owner to use the San Juan Lexus Dealership Improvements for the specific use as a car dealership and for the sale of parts and equipment

commencing on or about July 1, 2017, and thereafter for the term of this Agreement within the City and maintain the Improvements once constructed in good repair during the term of this Agreement (subject to casualty loss or damage).

C. The Owner will increase or cause an affiliate of the Owner to increase employment within the City by creating, maintaining and employing at least forty (40) full time jobs at the San Juan Lexus Dealership on or before July 1, 2017. The wages earned by these employees will be comparable to wages paid by the City. Owner agrees to use reasonable efforts to identify and hire qualified residents of the City of San Juan for such positions. The long-term aspirational goal in this regard is to have at least 40% of the workforce for such positions being residents of the City of San Juan. Owner further agrees that Owner will further increase or cause an affiliate of the Owner to further increase employment within the City by creating, maintaining and employing at least an additional four (4) full time jobs at the San Juan Lexus Dealership on or before July 1, 2018 (which will be in addition to the aforesaid 40 full time jobs), and at least 40% of the workforce for such additional four (4) full time jobs shall be residents of the City of San Juan.

D. The Owner shall be required to provide IRS Form 941 Quarterly reports for the year and/or other documentation submitted to the Internal Revenue Service on a yearly basis establishing the total amount of tax deposits for the employees employed at the San Juan Lexus Dealership and the exact number of employees employed for the year at the San Juan Lexus Dealership.

E. The Owner and/or the Owner's affiliates will increase the value of real property, improvements and inventory at the San Juan Lexus Dealership in an amount of at least \$3,000,000.00 to the City of San Juan, Texas' property tax base (compared with values as of January 1, 2016) commencing with the year 2018.

F. The Owner has committed to generate or cause an affiliate of the Owner to generate annual sales that will be subject to sales tax collection by the City of San Juan, Texas, with such sales to be in the amount of at least \$750,000.00 for the year 2018 and continue to generate same thereafter for the term of this Agreement.

G. The Owner shall pay or cause to be paid any and all taxes, including but not limited to employee, property and sales taxes on a timely basis.

H. The Owner will not allow any third party property tax loan to be secured by real property that is related to this Agreement (i.e., the real property where the San Juan Lexus Dealership is to be located), with the term "third party property tax loan" meaning a loan where the loan proceeds are used to pay ad valorem property taxes, with such loan being secured by assignment to the lender of the statutory property tax lien.

I. The Owner shall be required to provide documentation establishing the Owner or an affiliate of the Owner has paid the property taxes for the relevant tax year with respect to which grant funds are paid to the Owner pursuant to this Agreement. The Owner understands the City will provide grant monies based on the equivalent of a percentage of the property taxes paid by the Owner or an affiliate of Owner or otherwise with respect to the San Juan Lexus Dealership and, therefore, this documentation is crucial. The Owner agrees to submit this documentation to City immediately and no later than February 1st of the relevant year. The documentation necessary will be tax bills from Hidalgo County and the City and a receipt establishing the final amount paid by the Owner or an affiliate of the Owner.

J. The Owner agrees to use grant funds only to promote economic development and the stimulation of business and commercial activity within the City, including but not limited to the employment of individuals.

K. The Owner shall pay or cause to be paid by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year in relation to the property at the center of this agreement – i.e., the property at the San Juan Lexus Dealership. The Owner and the Owner's affiliates shall have the right to contest the appraised valued of the Property as provided by law.

L. The Owner shall provide or cause to be provided City employees reasonable access to any relevant records requested and necessary for the purpose of conducting an audit to ensure compliance with this Agreement. Any such audit shall be made only after giving the Owner at least seven (7) days'

advance notice, and will be conducted in such a manner as to not unreasonably interfere with the operation of the Owner's an Owner's affiliates business. Documents and information provided by the Owner or by any affiliate of the Owner to the City in connection with any audit or other inspections under this Agreement are confidential and proprietary to Owner or such affiliate shall not be used or disclosed by the City other than for the sole purpose of determining the Owner's compliance with the terms and conditions of this Agreement, unless disclosure is otherwise required by the state or federal law.

M. The Owner shall not assign this Agreement without the written approval of the City Council, which approval shall not be unreasonably withheld; provided that the City, acting through its City Manager, may consent (which consent is not to be unreasonably withheld, conditioned or delayed) to the assignment of this Agreement if the assignment is to an affiliated entity of the Owner and the Owner is in compliance with all terms of this Agreement in all material respects.

N. Not later than February 1st of each year during the term of this Agreement, the Owner shall submit to the City Manager, and any other person upon City Manager's request, an employee count at the San Juan Lexus Dealership. The employee count submitted by the Owner shall be used to determine compliance with this Agreement. The Owner, if requested by the City, shall have an independent audit prepared of the employment/employee count documentation and shall submit the audit to the City for use in complying with the requirements of this subsection.

O. This Agreement may be amended at any time upon the mutual written consent of all Parties hereto, subject to approval by the City Council.

P. On or before January 1st of each year the Agreement is in effect, the Owner shall provide the City a sworn statement that includes a delineation of the number of permanent employees, contract employees and part-time employees of the Owner and/or affiliates of Owner as of the immediately preceding December 1st, who report to work as required by this Agreement.

Q. Contract employees and part-time employees may be used to comply with the Owner's contractual obligation to create/retain (or cause to be created/retain) jobs on a full-time equivalency basis for any number of jobs; provided that full-time equivalent jobs shall only be used to satisfy the Owner's

contractual obligation if the Owner and/or Owner's affiliates maintain a minimum of forty (40) permanent employees who work at the San Juan Lexus Dealership.

R. On or before February 1st of each year that the Agreement is in effect, the Owner's chief financial officer shall provide the City a sworn statement that the Owner is and has been in compliance in the prior year with all material Agreement provisions.

S. A chief financial officer of the Owner who cannot make the sworn statement required by paragraph (R) above on any February 1st shall provide the City with a written statement identifying any provision of the Agreement with which the Owner is not or has not been in full compliance.

T. Failure by the chief financial officer of the Owner to timely provide the City with either the sworn statement required by paragraph (R) above or the statement required by paragraph (S) above will result in automatic default under this Agreement if Owner is given ten (10) days' notice of default and opportunity to cure such failure.

U. During the term of this Agreement, Owner agrees not to knowingly employ and to cause its affiliates not to knowingly employ at the San Juan Lexus Dealership any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a knowing violation under 8 U.S.C. Section 1324a(f), Owner shall repay the amount of the grant monies received by Owner from the City within two (2) years of the date of such violation not later than one hundred twenty (120) days from the date Borrower is notified by City of a violation of this section, plus interest from the date such grant monies were issued to Owner, at the rate of seven percent (7%) per annum. The interest will accrue from the date such grant monies are issued to Owner until the date the reimbursement payments are repaid to the City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the grant monies subject to repayment under this section.

II. TERMS TO BE FULFILLED BY CITY

A. In exchange for Owner's compliance with the representations in the aforementioned sections, the City will provide grant monies to the Owner as a result of its assurances based on the

property taxes the Owner and/or the Owner's affiliates have paid from and including the year 2017 as stated below. The payments will be determined as follows:

2018: Year payment will be received by the Owner - City will pay the Owner or such affiliate of Owner as may be designated by the Owner for such payment ("Owner's Payment Designee") on or before March 1, 2018, the equivalent of 90% of the property taxes paid to the City for real property and all improvements in relation to the San Juan Lexus Dealership (approximately 11 acres and improvements thereon) for the 2017 tax year;

2019: Year payment will be received by the Owner - City will pay the Owner or Owner's Payment Designee on or before March 1, 2019, the equivalent of 85% of the property taxes paid to the City for real property and all improvements in relation to the San Juan Lexus Dealership (approximately 11 acres and improvements thereon) for the 2018 tax year;

2020: Year payment will be received by the Owner - City will pay the Owner or Owner's Payment Designee on or before March 1, 2020, the equivalent of 80% of the property taxes paid to the City for real property and all improvements in relation to the San Juan Lexus Dealership (approximately 11 acres and improvements thereon) for the 2019 tax year;

2021: Year payment will be received by the Owner - City will pay the Owner or Owner's Payment Designee on or before March 1, 2021, the equivalent of 75% of the property taxes paid to the City for real property and all improvements in relation to the San Juan Lexus Dealership (approximately 11 acres and improvements thereon) for the 2020 tax year; and

2022: Year payment will be received by the Owner - City will pay the Owner or Owner's Payment Designee on or before March 1, 2022, the equivalent of 70% of the property taxes paid to the City for real property and all improvements in relation to the San Juan Lexus Dealership (approximately 11 acres and improvements thereon) for the 2021 tax year.

B. In addition, by March 1, 2018, the City also will promptly provide grant monies to the Owner in an amount that is equivalent to 50% of City's portion of roll back tax paid by the Owner. By March 1, 2019, City shall promptly provide grant monies to the Owner in an amount that is equivalent to the remaining 50% of City's portion of roll back taxes paid by Owner.

C. As an in-kind grant to the Owner, City will work with the San Juan Economic Development Corporation (EDC), to have the EDC assist Owner with installation of sewer service to be installed and available to the sites upon which the San Juan Lexus Dealership is to be located (as such sites have been or will be identified by the Owner to the City), in sufficient capacity and quality to allow the San Juan Lexus Dealership to be fully operational, without the payment by Owner of any impact, meter or hookup fees, or any other similar fees or assessments with respect to that service. In the interim, the City agrees that upon following proper procedure, Owner may install a septic system for the San Juan

Lexus Dealership, to be used until Owner and the EDC completes the infrastructure for water and sewer service for the San Juan Lexus Dealership.

D. City agrees to reimburse Owner up to \$50,000.00 to defray costs for water service to be installed and available to the sites upon which the San Juan Lexus Dealership is to be located, in sufficient capacity and quality to allow the San Juan Lexus Dealership to be fully operational, without the payment by Owner of any impact, meter or hookup fees, or any other similar fees or assessments with respect to that service. Such amount is to be reimbursed to the Owner in three (3) grant payments over a three-year period starting on March 1, 2018 and continuing regularly and annually on the same day of the year for said three years (or earlier at the City's option), with each such grant payment being in an amount equal to one-third of such costs paid by the Owner, with the aggregate of such grant payments not to exceed the \$50,000 amount agreed by City as set forth above.

III. DURATION OF AGREEMENT

The parties shall be bound by the terms of this Agreement beginning May 11, 2016 and ending on May 11, 2022, which is the term of this Agreement.

PART 5. DEFAULT AND RECAPTURE

(a) Events of Default

The Owner shall be in default of this Agreement if any of the following occur at any time during the term of this Agreement.

1. The Owner completes construction of the San Juan Lexus Dealership, but subsequently during the term of this Agreement the Owner and the Owner's affiliates discontinue selling or providing the product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster;

2. The Owner fails to comply or maintain timely the job creation, investment or payment requirements pursuant to this Agreement;

3. The Owner fails to comply timely with any material term of this Agreement; or

4. The Owner fails to file any required report or statement or to give any required notice pursuant to this Agreement.

(b) Notice

1. If the City Manager determines that an event of default has occurred, the City Manager shall notify the Owner in writing at the address stated in this Agreement, and if the condition of default is not cured within seventy-five (75) days from the date of the notice, then the City may take any one or more of the actions set forth in Section 5(d) of this Agreement; provided, however, that the City shall only be required to give a sixty (60) day notice of default for failure to comply with job creation or investment requirements. The Owner's failure to comply with job creation or investment requirements is an "incurable default". Within such sixty (60) days' notice period, the Owner shall be entitled to question the accuracy of the City's determination of the incurable default but shall not be entitled to cure the default. After the sixty (60) day notice period, if the City concludes that its determination of the incurable default is correct ("noticed incurable default"), then the City shall be entitled to pursue any one or more of the remedies set forth in Section 5(d) of this Agreement.

(c) Cure

1. In curing an event of default based on any of the items set for in Section 5(a) of this Agreement, and assuming the event of default is curable and is not an incurable default, the Owner shall provide sufficient evidence to the City that the default has been cured within seventy-five (75) days following the date of the notice of default. Sufficient evidence shall include the providing of the information not timely provided and/or providing evidence of the completion of the act(s) not timely performed. The City shall have the right to ask for additional information to confirm the adequate cure of any default.

(d) City Remedies for Default

1. In the event of a notice of an incurable default or a curable default which has not been cured after notice and an opportunity to cure as provided above, no grant of monies shall be

allowed for the calendar year in which the default occurs (and thereafter) and the City shall have the right to pursue any one or more of the following remedies: terminate the Agreement; terminate the Owner's right to any future grant of monies under the Agreement without terminating the Agreement; pursue any and all remedies allowed under the Agreement; and pursue any and all remedies allowed under Texas Law.

2. In addition to the foregoing, in the event of a noticed incurable default or a curable default which has not been cured after notice and opportunity to cure as provided above, the City, in its sole discretion, may recover all or any part of the grant monies paid under the Agreement within the two (2) year period immediately prior to the exercise of this remedy; and

3. Notwithstanding the foregoing, the City Manager and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to this Agreement under which there are noticed incurable defaults or curable defaults which have not been cured after notice and opportunity to cure. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other any further agreements they determine best protect the City's interests.

(e) The City's and the Owner's right and authority to pursue any default and to receive and/or recover grant monies and economic incentives granted under this Agreement shall survive the amendment, revision, expiration, or termination of this Agreement.

PART 6. COMPLIANCE WITH APPLICABLE GOVERNMENT REGULATIONS

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

PART 7. MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions,

correspondence, and preliminary understandings between the Parties relating hereto are superseded by this Agreement.

PART 8. NOTICES

All notices shall be in writing and unless hand-delivered, shall be sent by the U.S. Mail certified, return receipt requested. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

9207 San Pedro Ave.
San Antonio, TX 78216-4424

To the City:

709 S. Nebraska
San Juan, Texas 78589

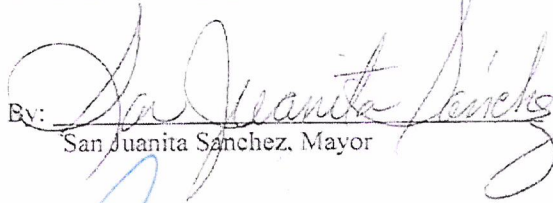
Each Party may designate a different address by giving the other Party written notice ten (10) days in advance of the effective date of such designation.

PART 10. EFFECTIVE DATE

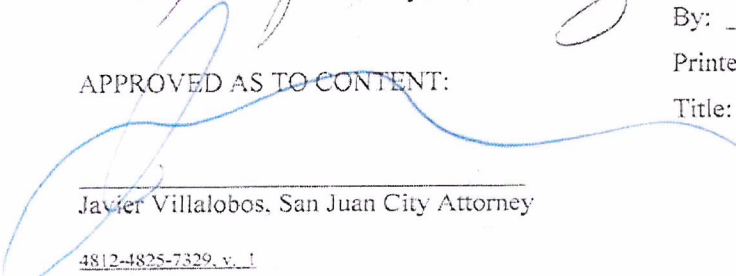
The effective date of this Agreement is the date the Agreement is approved by the Mayor and City Council.

This Agreement has been executed by the Parties in multiple originals, each having full force and effect.

CITY OF SAN JUAN

By: 
San Juanita Sanchez, Mayor

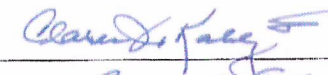
APPROVED AS TO CONTENT:


Javier Villalobos, San Juan City Attorney

4812-4825-7329, v. 1

SJL LAND VENTURE, LTD.

By: C. Kahlig Enterprises, LLC,
a Texas limited liability company

By: 
Printed name: CHARLES J. KAHLIG
Title: PRESIDENT



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance 
Date: December 14, 2018
Subject: Monthly Collection Report – November 2018

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

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

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

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2018	2017	2016	2015	2014
Tax Levy	7,286,363.64	7,112,363.88	6,638,277.98	6,363,985.51	6,062,874.30
Adjustment to date	(1,774.48)	(4,428.76)	(19,259.27)	2,492.92	22,138.85
Adjusted Tax Levy	7,284,589.16	7,107,935.12	6,619,018.71	6,366,478.43	6,085,013.15
Collections to date	465,847.78	6,734,386.80	6,232,308.52	6,006,559.85	5,720,270.90
Percentage Collected	6.39%	94.74%	94.16%	94.35%	94.01%

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

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

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

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

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

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2018 TAX ROLL	7,286,363.64	465,847.78	-	(1,774.48)	6,818,741.38	6.39%	6.78%
2017 & PRIOR YRS ROLLBACK	1,400,698.14	63,103.19	-	(1,058.02)	1,336,536.93	4.51%	4.34%
		-	-	-	-	#DIV/0!	0.00%
TOTALS	8,687,061.78	528,950.97	-	(2,832.50)	8,155,278.31		

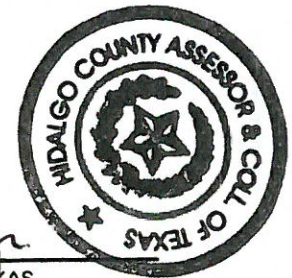
BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2018

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	425,400.86	(296.36) CURRENT
CURRENT YEAR-P&I		
PRIOR YEARS-BASE TAX	29,179.17	(338.26) PRIOR
PRIOR YEARS-P&I	13,116.10	
ROLLBACK		ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	5,880.16	PURGED
TOTAL COLLECTIONS	473,576.29	(634.82)
LESS TRANSFERRED	294,353.57	
LESS IN TRANSIT	175,838.84	
LESS DUE TO HCAD COMM. FEE	7.88	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

*****AFFIDAVIT*****

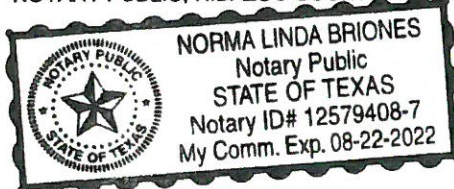
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF NOVEMBER 2018 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF DECEMBER, 2018 A.D.

Norma Linda Briones
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



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

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2018-2019</u>	<u>2017-2018</u>	<u>DIFFERENCE</u>
<u>2018 CURRENT</u>			
ORIGINAL LEVY	7,286,363.64	7,112,363.88	173,999.76
MODIFICATIONS	(1,774.48)	7,030.81	(8,805.29)
CURRENT LEVY	7,284,589.16	7,119,394.69	165,194.47
CURRENT COLLECTIONS THIS MONTH	425,400.86	443,142.91	(17,742.05)
CURRENT COLLECTIONS TO DATE	465,847.78	482,899.51	(17,051.73)
OUTSTANDING TO DATE	6,818,741.38	6,636,495.18	182,246.20
PERCENT COLLECTED/ORIGINAL	6.39%	6.79%	-0.40%
PERCENT COLLECTED/MODIFIED	6.39%	6.78%	-0.39%
TOTAL COLLECTIONS FISCAL YEAR	465,847.78	482,899.51	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,400,698.14	1,449,100.77	(48,402.63)
MODIFICATIONS	(1,058.02)	2,565.40	(3,623.42)
DELINQUENT LEVY	1,399,640.12	1,451,666.17	(52,026.05)
DELINQUENT COLLECTIONS THIS MONTH	29,179.17	36,595.00	(7,415.83)
DELINQUENT COLLECTIONS TO DATE	63,103.19	63,071.97	31.22
OUTSTANDING TO DATE	1,336,536.93	1,388,594.20	(52,057.27)
PERCENT COLLECTED/ORIGINAL	4.51%	4.35%	0.16%
PERCENT COLLECTED/MODIFIED	4.51%	4.34%	0.17%
TOTAL COLLECTIONS FISCAL YEAR	63,103.19	63,071.97	
<u>ROLLBACK</u>			
ORIGINAL LEVY	0.00	21,957.42	(21,957.42)
MODIFICATIONS	0.00	0.00	0.00
ROLLBACK LEVY	0.00	21,957.42	(21,957.42)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	0.00	0.00	0.00
OUTSTANDING TO DATE	0.00	21,957.42	(21,957.42)
PERCENT COLLECTED/ORIGINAL	#DIV/0!	0.00%	#DIV/0!
PERCENT COLLECTED/MODIFIED	#DIV/0!	0.00%	#DIV/0!
TOTAL COLLECTIONS FISCAL YEAR	0.00	0.00	

37

OVERALL TOTAL
LESS REFUNDS
LESS HCAD COMM FEES
LESS COMM/COST (Increased by \$160. per month)
BALANCE
LESS TRANSFERRED
LESS TRANSF IN TRANSIT
BALANCE PENDING

**CITY OF SAN JUAN, TEXAS
AS OF NOVEMBER 30, 2018**

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)										
Adjstd Levy	7,284,885.52	7,286,067.28										
Collections	40,446.92	465,847.78										
Percentage	0.56	6.39										

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstd Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstd Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)

6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjstd Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)

6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjstd Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)

6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjstd Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)

	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
5,863,668.66												
Adjustments	-	-	7,624.63	8,071.65	6,337.14	23,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjst'd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)

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

Levy 2010 (FY 10-11)

	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
5,689,359.60												
Adjustments	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjusted Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Lew 2009 (FY 09-10)

	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
5,701,885.79												
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjusted Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,743.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47

Levy 2008 (FY 08-09)

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

Levy 2007 (FY 07-08)

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

Levy 2006 (FY 06-07)											
3,969,895.75											
Adjustments	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07
Adjstd Levy	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4,476.77	4,196.49	3,820.62	3,820.62
	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26
89.18											
Levy 2005 (FY 05-06)											
3,624,334.79											
Adjustments	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06
Adjstd Levy	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63
	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59
87.28											
December 14, 2018											
PREPARED BY: Noelia Sustaita											



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

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: December 26, 2018
Subject: Budget Expenditure Report- November 30, 2018

Attached you will find the above mentioned report for the City of San Juan, Texas.

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
• Special Revenue Fund:		
a. Municipal Court-Building Security	20	10
b. Municipal Court-Technology	21	11
c. Revolving Loan	23	12
d. Parks Sport Fee	25	13
e. Parks Development	26	14
f. Wrecker Law Enforcement	27	15
g. Asset Forfeiture-State	28	16
h. Miscellaneous Grants	30	17
i. Crime Victims Liaison Grant	32	18
j. Hotel/Motel Occupancy Tax	33	19
k. Asset Forfeiture-Federal Sharing	35	20
l. Storm Water Fund	55	21
• Debt Service Fund	36	22

Other City Funds:

• Capital Projects		
a. CIP-Street-Series 2015	44	23
b. Capital Projects	45	24
c. 2018 Construction	46	25
d. Certificate of Obligation 2017	48	26

Other City Funds –Continue

e. Certificate of Obligation 2007	52	27
f. 2014 Bond	54	28

Component Unit:

• San Juan Economic Development Corp.	24	29
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C: Mayor, Mario Garza

Mayor Pro-Tem, - Pete Garcia

Commissioners: Ernesto “Neto” Guajardo

Jesus “Jesse” Ramirez

Leonardo “Lenny” Sanchez

City of San Juan, Texas
Budget Expenditures Report
November 30, 2018

Budget
Target
17%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	5,671,387	420,456	-	5,250,931	64,518	355,938	7.41
SALES TAX REVENUE	2,936,622	304,545	-	2,632,077	4,160	300,386	10.37
FRANCHISE TAX	1,018,000	56,546	-	961,454	12,871	43,674	5.55
LICENSES & PERMITS	432,179	35,276	-	396,903	18,096	17,181	8.16
FEES & FINES	308,251	46,457	-	261,794	25,094	21,363	15.07
INTERGOVERNMENTAL REVENUE	862,428	165,589	-	696,839	97,346	68,242	19.20
OTHER REVENUE	309,100	27,820	-	281,280	11,551	16,269	9.00
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	11,537,967	1,056,689	-	10,481,278	233,636	823,052	9.16
EXPENDITURE SUMMARY							
LEGISLATIVE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	24,500	2,513	-	21,987	1,343	1,170.34	10.26
SUPPLIES	3,550	833	464	2,253	801	32.00	36.53
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	105,800	43,392	673	61,735	32,517	10,875.18	41.65
LEGISLATIVE	133,850	46,738	1,137	85,976	34,660	12,078	35.77
CITY MANAGER							
SALARIES & WAGES/BENEFIT	161,584	22,794	-	138,790	9,805	12,989	14.11
PURCHASED PROF/TECH SRVS	126,000	21,000	30,000	75,000	3,000	18,000	40.48
PUR PROP SRVS & OTH SRVS	3,888	1,356	-	2,532	512	844	34.87
SUPPLIES	342	150	-	192	38	112	43.78
CAPITAL OUTLAY	11,200	-	-	11,200	-	-	-
MISCELLANEOUS	750	-	-	750	-	-	-
CITY MANAGER	303,764	45,300	30,000	228,464	13,355	31,945	24.79
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	123,123	17,668	-	105,455	7,236	10,431	14.35
PURCHASED PROF/TECH SRVS	6,000	2,223	-	3,777	1,465	758	37.05
PUR PROP SRVS & OTH SRVS	7,998	2,400	66	5,532	980	1,420	30.83
SUPPLIES	2,238	692	(646)	2,192	625	68	2.06
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	32,754	1,576	100	31,078	1,326	250	5.12
CITY SECRETARY	172,113	24,558	(480)	148,034	11,632	12,926	13.99
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	165,487	22,353	-	143,134	9,596	12,757	13.51
PURCHASED PROF/TECH SRVS	66,484	578	64,770	1,136	157	421	98.29
PUR PROP SRVS & OTH SRVS	4,700	279	-	4,421	179	99	5.93
SUPPLIES	2,959	521	76	2,362	366	155	20.17
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	100	-	-	100	-	-	-
MUNICIPAL COURT	239,730	23,731	64,846	151,154	10,299.00	13,432	36.95

City of San Juan, Texas
Budget Expenditures Report
November 30, 2018

Budget
Target
17%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	305,032	41,090	-	263,942	17,734	23,355	13.47
PURCHASED PROF/TECH SRVS	3,500	-	1,600	1,900	-	-	45.71
PUR PROP SRVS & OTH SRVS	7,931	2,101	200	5,630	794	1,307	29.01
SUPPLIES	3,155	1,393	328	1,434	1,393	-	54.55
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	3,404	312	1,211	1,881	208	104	44.75
FINANCE	323,022	44,895	3,339	274,787	20,129.60	24,766	14.93
PLANNING							
SALARIES & WAGES/BENEFIT	462,339	57,210	-	405,129	24,319	32,891	12.37
PURCHASED PROF/TECH SRVS	74,480	11,018	(7,138)	70,600	5,431	5,588	5.21
PUR PROP SRVS & OTH SRVS	15,200	4,351	2,706	8,143	2,336	2,015	46.43
SUPPLIES	20,750	4,387	4,874	11,489	2,768	1,618	44.63
CAPITAL OUTLAY	17,700	-	-	17,700	-	-	-
MISCELLANEOUS	56,465	4,167	18,455	33,843	1,147	3,020	40.06
PLANNING	646,934	81,133	18,897	546,904	36,000.94	45,132	15.46
POLICE							
SALARIES & WAGES/BENEFIT	3,409,621	427,556	300	2,981,765	178,924	248,632	12.55
PURCHASED PROF/TECH SRVS	31,950	1,386	14,978	15,587	1,065	320	51.22
PUR PROP SRVS & OTH SRVS	62,713	13,805	2,890	46,018	6,038	7,767	26.62
SUPPLIES	119,800	28,574	9,688	81,538	15,164	13,410	31.94
CAPITAL OUTLAY	170,365	46,644	1,289	122,432	25,388	21,256	28.14
MISCELLANEOUS	36,118	2,786	8,265	25,067	274	2,512	30.60
POLICE	3,830,567	520,750	37,411	3,272,407	226,853.10	293,897	14.57
FIRE							
SALARIES & WAGES/BENEFIT	1,340,954	174,373	-	1,166,581	71,517	102,856	13.00
PURCHASED PROF/TECH SRVS	10,650	305	1,690	8,655	305	-	18.73
PUR PROP SRVS & OTH SRVS	71,550	13,524	(384)	58,410	7,977	5,547	18.36
SUPPLIES	64,067	7,766	-	56,301	2,580	5,186	12.12
CAPITAL OUTLAY	75,000	-	66,191	8,810	-	-	88.25
DEBT SERVICE	104,001	54,900	-	49,101	54,900	-	52.79
MISCELLANEOUS	8,500	1,449	-	7,051	1,449	-	17.05
FIRE	1,674,722	252,317	67,496	1,354,909	138,727.96	113,589	19.10
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	233,253	26,428	-	206,825	10,724	15,705	11.33
PUR PROP SRVS & OTH SRVS	257,500	44,705	993	211,803	22,576	22,128	17.75
SUPPLIES	41,736	8,902	8,796	24,038	6,616	2,286	42.40
CAPITAL OUTLAY	5,000	5,513	-	(513)	3,150	2,363	110.25
MISCELLANEOUS	-	-	-	-	-	-	-
STREETS, ALLEY, OTHER	537,489	85,547	9,789	442,153	43,066	42,481	17.74

City of San Juan, Texas
Budget Expenditures Report
November 30, 2018

Budget
Target
17%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	64,990	9,586	-	55,404	4,040	5,546	14.75
PUR PROP SRVS & OTH SRVS	2,970	750	225	1,995	514	236	32.82
SUPPLIES	4,820	928	1,576	2,316	427	502	51.95
CAPITAL OUTLAY	-	-	-	-	-	-	-
CENTRAL GARAGE	72,780	11,264	1,801	59,716	4,981	6,283	17.95
PARKS							
SALARIES & WAGES/BENEFIT	476,173	65,464	-	410,709	27,605	37,859	13.75
PURCHASED PROF/TECH SRVS	500	354	-	146	198	157	70.88
PUR PROP SRVS & OTH SRVS	121,100	20,494	614	99,993	10,803	9,691	17.43
SUPPLIES	30,300	5,863	6,614	17,824	3,633	2,230	41.18
CAPITAL OUTLAY	14,000	-	3,000	11,000	-	-	-
DEBT SERVICE	58,394	-	-	58,394	-	-	-
MISCELLANEOUS	600	-	-	600	-	-	-
PARKS	701,067	92,175	10,227	598,665	42,238.40	49,936	14.61
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	203,908	23,473	-	180,435	10,459	13,015	11.51
PURCHASED PROF/TECH SRVS	500	300	-	200	300	-	60.00
PUR PROP SRVS & OTH SRVS	14,880	3,038	(285)	12,127	1,534	1,504	18.50
SUPPLIES	45,000	7,968	6,601	30,431	4,500	3,468	32.38
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
BUILDING MAINTENANCE	264,288	34,779	6,316	223,193	16,792.25	17,987	15.55
LIBRARY							
SALARIES & WAGES/BENEFIT	262,528	35,093	-	227,435	14,618	20,475	13.37
PURCHASED PROF/TECH SRVS	2,000	116	-	1,884	55	60	5.79
PUR PROP SRVS & OTH SRVS	32,050	4,051	-	27,999	1,995	2,057	12.64
SUPPLIES	1,732	432	-	1,300	432	-	24.94
CAPITAL OUTLAY	4,904	-	-	4,904	-	-	-
MISCELLANEOUS	10,971	628	-	10,343	24	604	5.72
LIBRARY	314,185	40,320	-	273,865	17,124	23,196	12.83

**City of San Juan, Texas
Budget Expenditures Report
November 30, 2018**

**Budget
Target
17%**

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
RECREATION							
SALARIES & WAGES/BENEFIT	304,503	32,756	-	271,747	12,892	19,864	10.76
PURCHASED PROF/TECH SRVS	700	97	(150)	753	50	46	(7.63)
PUR PROP SRVS & OTH SRVS	5,700	1,511	273	3,916	77	1,434	31.31
SUPPLIES	6,630	183	(52)	6,499	159	25	1.98
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	208,032	44,740	5,486	157,806	28,063	16,678	24.14
RECREATION	525,565	79,288	5,557	440,720	41,241	38,047	16.14
PURCHASING/RISK MGMT							
SALARIES & WAGES/BENEFIT	101,099	13,606	-	87,493	5,793	7,813	13.46
PURCHASED PROF/TECH SRVS	4,450	985	-	3,465	395	591	22.14
PUR PROP SRVS & OTH SRVS	2,080	69	-	2,011	43	25	3.30
SUPPLIES	1,200	-	-	1,200	-	-	-
MISCELLANEOUS	280	-	-	280	-	-	-
PURCHASING/RISK MGMT	109,109	14,660	-	94,449	6,231	8,429	13.44
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	376,557	56,783	-	319,774	13,614	43,169	15.08
PUR PROP SRVS & OTH SRVS	159,917	26,674	-	133,243	12,453	14,220	16.68
SUPPLIES	2,350	123	-	2,227	50	73	5.22
DEBT SERVICE	130,500	-	-	130,500	-	-	-
MISCELLANEOUS	51,500	-	-	51,500	-	-	-
ADMINISTRATION	720,824	83,579	-	637,245	26,117	57,462	11.59
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	160,125	21,475	-	138,650	9,113	12,362	13.41
PURCHASED PROF/TECH SRVS	10,000	220	4,780	5,000	-	220	50.00
PUR PROP SRVS & OTH SRVS	5,000	1,023	344	3,632	1,022	1	27.35
SUPPLIES	1,990	312	-	1,678	312	-	15.66
CAPITAL OUTLAY	1,200	-	-	1,200	-	-	-
MISCELLANEOUS	859	-	-	859	-	-	-
HUMAN RESOURCES	179,174	23,030	5,124	151,020	10,447	12,583	15.71
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	201,662	19,835	-	181,827	11,043	8,792	9.84
PURCHASED PROF/TECH SRVS	110,885	75,862	18,691	16,333	44,792	31,070	85.27
PUR PROP SRVS & OTH SRVS	119,330	20,228	86,121	12,981	10,028	10,199	89.12
SUPPLIES	12,000	1,386	120	10,494	178	1,208	12.55
CAPITAL OUTLAY	49,990	-	-	49,990	-	-	-
MISCELLANEOUS	8,602	582	-	8,020	215	367	6.77
INFORMATION TECHNOLOGY	502,469	117,893	104,932	279,644	66,256	51,636	44.35

City of San Juan, Texas
Budget Expenditures Report
November 30, 2018

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	15,000	-	-	15,000	-	100.00
PUR PROP SRVS & OTH SRVS	1,800	-	-	1,800	-	-	-
SUPPLIES	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
EMERGENCY MANAGEMENT	17,800	15,000	-	2,800	15,000	-	84.27
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	70,135	8,955	-	61,180	3,513	5,442	12.77
PURCHASED PROF/TECH SRVS	3,060	-	-	3,060	-	-	-
SUPPLIES	9,420	1,681	-	7,739	520	1,161	17.84
CAPITAL OUTLAY	700	-	-	700	-	-	-
MISCELLANEOUS	185,200	11,185	163,815	10,200	-	11,185	94.49
ANIMAL CONTROL	268,515	21,820	163,815	82,880	4,033	17,787	69.13
TOTAL EXPENDITURES	11,537,967	1,658,777.18	530,206.30	9,348,983.52	785,185.01	873,592	18.97
	=====	=====	=====	=====	=====	=====	=====
EVENUES OVER/(UNDER) EXPENDITURE	-	(602,089)	-	1,132,295	(551,549)	(50,540)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ UNDER) EXPENDITURES & OTHER (USES	-	(602,089)	-	1,132,295	(551,549)	(50,540)	-
	=====	=====	=====	=====	=====	=====	=====

**City of San Juan, Texas
Budget Expenditures Report
November 30, 2018**

Budget
Target
17%

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,040,600	533,794	-	2,506,806	269,443	264,351	17.56
OTHER REVENUE	27,400	4,824	-	22,576	1,650	3,174	17.61
TOTAL REVENUES	3,068,000	538,618	-	2,529,382	271,093	267,525	17.56
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,146,794	88,969	-	1,057,825	12,577	76,392	7.76
PUR PROF/TECH SRVS	10,000	65	-	9,935	33	33	0.65
PUR PROP SRVS & OTH SRVS	273,052	44,989	49,768	178,295	24,185	20,804	34.70
SUPPLIES	276,624	57,742	38,132	180,750	31,747	25,995	34.66
CAPITAL OUTLAY	437,898	-	-	437,898	-	-	-
MISCELLANEOUS	471,565	91,996	30,349	349,220	334	91,662	25.94
SANITATION	2,615,933	283,761	118,249	2,213,923	68,875	214,886	15.37
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	88,607	13,115	-	75,492	6,536	6,579	14.80
PUR PROP SRVS & OTH SRVS	35,480	6,161	-	29,319	2,820	3,340	17.36
DEBT SERVICE	114,050	-	-	114,050	-	-	-
MISCELLANEOUS	213,930	35,238	-	178,692	17,619	17,619	16.47
ORGANIZATIONAL	452,067	54,514	-	397,553	26,976	27,538	12.06
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	3,068,000	338,275	118,249	2,611,476	95,851	242,424	14.88
REVENUES OVER/(UNDER) EXPENDITURES	-	200,343	(118,249)	(82,094)	175,242	25,100	-

**City of San Juan, Texas
Budget Expenditures Report
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							Budget Target 17%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,648,000	398,406	-	2,249,594	197,589	200,817	15.05
SEWER SYSTEMS	2,744,100	435,871	-	2,308,229	201,206	234,665	15.88
OTHER REVENUES	-	(52)	-	52	(52)	-	-
OTHER REVENUES	95,200	354,421	-	(259,221)	343,805	10,617	372.29
OTHER	(1,040,515)	(302,107)	-	(738,408)	(151,054)	(151,054)	29.03
TOTAL REVENUES	4,446,785	886,539	-	3,560,246	591,494	295,045	19.94
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	231,452	11,013	-	220,439	(7,093)	18,106	4.76
PURCHASED PROF/TECH SRVS	30,208	284	2,684	27,240	20	264	9.82
PUR PROP SRVS & OTH SRVS	106,907	18,403	33,149	55,355	12,506	5,897	48.22
SUPPLIES	35,899	3,370	4,728	27,802	2,305	1,065	22.56
MISCELLANEOUS	39,439	6,521	31,995	923	3,152	3,368	97.66
UTILITY BILLING & COLLEC	443,905	39,590	72,556	331,759	10,890	28,700	25.26
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	157,162	5,632	-	151,530	(753)	6,384	3.58
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	21,138	910	2,028	18,199	545	365	13.90
SUPPLIES	11,830	1,381	474	9,975	594	787	15.68
CAPITAL OUTLAY	12,500	-	-	12,500	-	-	-
MISCELLANEOUS	1,895	211	-	1,684	211	-	11.13
UTILITY ADMINISTRATION	216,525	8,134	2,502	205,889	598	7,536	4.91
WATER PLANT							
SALARIES & WAGES/BENEFIT	497,212	37,943	-	459,269	8,092	29,851	7.63
PURCHASED PROF/TECH SRVS	50,799	3,285	(3)	47,517	1,674	1,611	6.46
PUR PROP SRVS & OTH SRVS	272,677	28,073	7,050	237,554	14,579	13,494	12.88
SUPPLIES	436,111	65,351	9,029	361,731	28,614	36,736	17.06
CAPITAL OUTLAY	108,000	-	4,499	103,501	-	-	4.17
MISCELLANEOUS	75,318	27,114	4,270	43,934	813	26,301	41.67
WATER PLANT	1,440,117	161,765	24,846	1,253,506	53,772	107,994	12.96
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	245,376	20,079	-	225,297	(1,807)	21,887	8.18
PUR PROP SRVS & OTH SRVS	29,400	262	-	29,138	262	-	0.89
SUPPLIES	35,200	4,209	2,189	28,802	2,843	1,366	18.17
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	983	462	-	521	422	40	47.00
WATER DISTRIBUTION	310,959	25,012	2,189	283,758	1,719	23,293	8.75
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	297,626	14,688	-	282,938	(2,602)	17,290	4.93
PUR PROP SRVS & OTH SRVS	221,831	31,037	(9,391)	200,184	10,670	20,368	9.76
SUPPLIES	89,200	5,924	6,409	76,868	2,155	3,768	13.83
CAPITAL OUTLAY	15,000	-	-	15,000	-	-	-
MISCELLANEOUS	1,032	221	-	811	211	10	21.41
SEWER COLLECTION	624,689	51,870	(2,982)	575,801	10,434	41,436	7.83

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Budget Target 17%

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
SEWER PLANT							
SALARIES & WAGES/BENEFIT	234,795	21,097	-	213,698	5,526	15,571	8.99
PURCHASED PROF/TECH SRVS	35,000	4,011	-	30,989	1,785	2,226	11.46
PUR PROP SRVS & OTH SRVS	343,528	35,368	186	307,975	18,399	16,969	10.35
SUPPLIES	86,100	11,357	7,121	67,622	3,872	7,485	21.46
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	145,918	37,436	-	108,482	10,186	27,250	25.66
SEWER PLANT	845,341	109,268	7,307	728,766	39,767	69,501	13.79
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	70,017	8,815	-	61,202	4,384	4,431	12.59
PUR PROP SRVS & OTH SRVS	75,712	13,146	-	62,566	6,018	7,128	17.36
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	419,520	69,717	-	349,803	34,859	34,859	16.62
ORGANIZATIONAL	565,249	91,678	-	473,571	45,260	46,418	16.22
TOTAL EXPENDITURES	4,446,785	487,317	106,417	3,853,050	162,440	324,878	13.35
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	399,221	(106,417)	(292,804)	429,054	(29,833)	-
TRANSFER IN	(1,040,515)	(151,054)	-	(889,461)	(151,054)	-	14.52
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(1,040,515)	248,168	(106,417)	(1,182,265)	278,001	(29,833)	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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Budget Target 17% % RECEIV. EXPENDED
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60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
=====							
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,040,515	-	-	1,040,515	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,040,515	-	-	1,040,515	-	-	-
TOTAL EXPENDITURES	1,040,515	-	-	1,040,515	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(1,040,515)	-	-	(1,040,515)	-	-	-
TRANSFER IN	1,040,515	302,107	-	738,408	151,054	151,054	29.03
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	-	302,107	-	(302,107)	151,054	151,054	-
=====							

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Budget Target 17% % RECEIV. EXPENDED

20 - MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	
REVENUE SUMMARY							
OTHER REVENUE	8,000	871	-	7,129	430	441	10.89
TOTAL REVENUES	8,000	871	-	7,129	430	441	10.89
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	8,000	871	-	7,129	430	441	10.89

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21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	7,200	934	-	6,266	412	522	12.97
TOTAL REVENUES	7,200	934	-	6,266	412	522	12.97
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	7,200	934	-	6,266	412	522	12.97

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Budget Target 17%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	190	-	(190)	105	85	-
TOTAL REVENUES	-	190	-	(190)	105	85	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	190	-	(190)	105	85	-

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Budget
Target
17%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	360	-	640	175	185	35.98
TOTAL REVENUES	1,000	360	-	640	175	185	35.98
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	1,000	-	-	1,000	-	-	-
ADMINISTRATION	1,000	-	-	1,000	-	-	-
TOTAL EXPENDITURES	1,000	-	-	1,000	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	360	-	(360)	175	185	-

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							Budget Target 17%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	30,000	551	-	29,449	551	-	1.84
TOTAL REVENUES	30,000	551	-	29,449	551	-	1.84
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	25,000	-	-	25,000	-	-	-
PARKS	25,000	-	-	25,000	-	-	-
TOTAL EXPENDITURES	25,000	-	-	25,000	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	5,000	551	-	4,449	551	-	11.01

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Budget Target 17%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	4,605	-	-	4,605	-	-	-
TOTAL REVENUES	4,605	-	-	4,605	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	4,605	-	-	4,605	-	-	-
ADMINSTRATION	4,605	-	-	4,605	-	-	-
TOTAL EXPENDITURES	4,605	-	-	4,605	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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Budget
Target
17%

28 - ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	30,000	-	-	30,000	-	-	-
FORFEIT LOCAL	10,000	-	-	10,000	-	-	-
TOTAL REVENUES	40,000	-	-	40,000	-	-	-
=====							
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	25,000	425	(854)	25,429	-	-	(1.72)
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	8,000	20	-	7,980	-	-	0.25
POLICE	33,000	445	(854)	33,409	-	-	(1.24)
TOTAL EXPENDITURES	33,000	445	(854)	33,409	-	-	(1.24)
=====							
REVENUES OVER/(UNDER) EXPENDITURES	7,000	(445)	854	6,591	-	-	5.85

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Budget Target 17% % RECEIV. EXPENDED
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30 -MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	436,991	-	-	436,991	1,924	(1,924)	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	436,991	-	-	436,991	1,924	(1,924)	-
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	182,448	28,495	-	153,953	9,743	18,753	15.62
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	52,937	-	25,080	27,857	-	-	47.38
CAPITAL OUTLAY	-	14,751	(14,751)	-	-	14,751	-
POLICE	235,385.00	43,246	10,329	181,810	9,743	33,504	22.76
FIRE							
SALARIES & WAGES/BENEFIT	174,923	634	-	174,289	317	317	0.36
CAPITAL OUTLAY	-	-	-	-	-	-	-
FIRE	174,923	634	-	174,289	317	317	0.36
STREETS, ALLEY, OTHER							
SUPPLIES	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
STREETS, ALLEY, OTHER	-	-	-	-	-	-	-
PARKS							
SALARIES OF EMPLOYEES	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
AMIGOS DEL VALLE GREEN R	-	-	-	-	-	-	-
LIBRARY							
PURCHASED PROF/TECH SRVS	3,000	-	-	3,000	-	-	-
PUR PROP SRVS & OTH SRVS	9,183	-	-	9,183	-	-	-
SUPPLIES	2,000	436	-	1,564	-	436.07	21.80
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	800	154	50	596	-	154.00	25.50
LIBRARY	14,983	590	50	14,343	-	590.07	4.27
SANITATION							
SALARIES OF EMPLOYEES	-	-	-	-	-	-	-
EQUIPMENT SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	11,700	-	-	11,700	-	-	-
SANITATION	11,700	-	-	11,700	-	-	-
TOTAL EXPENDITURES	436,991.00	44,471	10,379	382,141	10,060	34,411	12.55
REVENUES OVER/(UNDER) EXPENDITURES	-	(44,471)	(10,379)	54,850	(8,136)	(36,335)	-

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Budget Target 17%

32 - CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	10,000	-	-	10,000	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	10,000	-	-	10,000	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	10,000	5,566	(3,921)	8,355	-	-	16.45
POLICE	10,000	5,566	(3,921)	8,355	-	-	16.45
TOTAL EXPENDITURES	10,000	5,566	(3,921)	8,355	-	-	16.45
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(5,566.00)	3,921.00	1,645.00	-	-	-

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Budget Target 17% % RECEIV. EXPENDED

33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	25,500	-	-	25,500	-	-	-
FINES & FEES	50,000	4,800	-	45,200	-	875	9.60
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	75,500	4,800	-	70,700	-	875	6.36
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	70,500	76,543	1,680	(7,723)	68,238	8,305	110.95
CITY EVENTS	70,500	76,543	1,680	(7,723)	68,238	8,305	110.95
MISCELLANEOUS DEPT							
MISCELLANEOUS	5,000	1,548	-	3,452	-	1,548	30.96
MISCELLANEOUS DEPT	5,000	1,548	-	3,452	-	1,548	30.96
TOTAL EXPENDITURES	75,500	78,090	1,680	(4,270)	68,238	9,853	105.66
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(73,290)	(1,680)	74,970	(68,238)	(8,978)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	(73,290)	(1,680)	74,970	(68,238)	(8,978)	-
	=====	=====	=====	=====	=====	=====	=====

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35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
FORFEIT FEDERAL	175,000	-	-	175,000	-	-	-
TOTAL REVENUES	175,000	-	-	175,000	-	-	-
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	15,000	-	-	15,000	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	25,000	610	-	24,390	-	1,185	2.44
SUPPLIES	20,000	7,483	3,235	9,282	-	6,983	53.59
CAPITAL OUTLAY	206,319	-	107,663	98,656	-	-	52.18
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	266,319	8,093	110,898	147,327	-	8,168	44.68
TOTAL EXPENDITURES	266,319	8,093	110,898	147,327	-	8,168	-
REVENUES OVER/(UNDER) EXPENDITURES	(91,319.00)	(8,093)	(110,898)	27,673	-	(8,168)	130.30

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55-STORM WATER FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	287,000	34,422	-	252,578	17,180.00	17,241.57	11.99
TOTAL REVENUES	287,000	34,422	-	252,578	17,180.00	17,241.57	11.99
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	189,681	7,093	-	182,588	1,779	5,315	3.74
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	7,057	23	-	7,034	23	-	0.33
SUPPLIES	17,262	498	1,384	15,380	277	221	10.90
CAPITAL OUTLAY	73,000	-	-	73,000	-	-	-
MISCELLANEOUS	-	-	-	-	6,000	(6,000)	-
STORM WATER	287,000	7,615	1,384	278,001	8,079	(464)	3.14
TOTAL EXPENDITURES	287,000	7,615	1,384	278,001	8,079	(464)	3.14
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	26,807	(1,384)	(25,423)	9,101	17,705	-

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44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	-	-	-	-	-	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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Budget Target 17% % RECEIV. EXPENDED
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45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
Other Revenue	-	12,894	-	(12,894)	5,663	7,231	-
TOTAL REVENUES	-	12,894	-	(12,894)	5,663	7,231	-
=====							
EXPENDITURE SUMMARY							
DEBT SERVICE							
STREETS							
CAPITAL OUTLAY	-	338,211	-	(338,211)	205,033	133,178	-
STREETS	-	338,211	-	(338,211)	205,033	133,178	-
NEW CITY HALL							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
NEW CITY HALL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	338,211	-	(338,211)	205,033	133,178	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	(325,317)	-	325,317	(199,370)	(125,947)	-

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52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	8,000	-	-	8,000.00	-	-	-
PUMPS	8,000	-	-	8,000.00	-	-	-
TOTAL EXPENDITURES	8,000	-	-	8,000.00	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	(8,000)	-	-	(8,000.00)	-	-	-

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54-2014 BOND FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	Budget Target 17%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	446,600	62,978	332,056	51,566	-	-	88.45
WATER DISTRIBUTION	446,600	62,978	332,056	51,566	-	-	88.45
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	446,600	62,978	332,056	51,566	-	-	88.45
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(446,600)	(62,978)	(332,056)	(51,566)	-	-	(88.45)

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Budget
Target
17%

24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2018-2019	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Oct-18	Nov-18	% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	970,000	101,284.62	-	868,715.38	1,156.04	100,128.58	10.44
OTHER REVENUE	50,020	4.88	-	50,024.88	2.47	2.41	0.01
OTHR FINANCING SOURCES/U	-	-	-	-	-	-	-
TOTAL REVENUES	1,020,020	101,289.50	-	918,740.26	1,158.51	100,130.99	9.93
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	195,414	18,330	-	177,084	7,760	10,571	9.38
PURCHASED PROF/TECH SRVS	136,625	29,677	-	106,948	7,572	22,106	21.72
PUR PROP SRVS & OTH SRVS	76,840	17,362	-	59,478	11,361	6,001	22.60
SUPPLIES	5,600	1,744	-	3,856	1,175	568	31.14
CAPITAL OUTLAY	10,500	362	-	10,138	291	71	3.45
DEBT SERVICE	333,265	31,793	-	301,472	15,896	15,896	9.54
MISCELLANEOUS	261,776	1,404	-	260,372	92	1,312	0.54
SAN JUAN ECONOMIC DEV	1,020,020	100,673	-	919,347	44,147.34	56,525	9.87
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,020,020	100,673	-	919,347	44,147.34	56,525	9.87
REVENUES OVER/(UNDER) EXPENDITURES	-	617	-	(607)	(42,988.83)	43,606	-