



Mayor: Mario Garza
Mayor Pro-Tem: Jesus “Jesse” Ramirez
Commissioners: Ernesto “Neto” Guajardo
Raudel Maldonado
Pete Garcia

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, August 22, 2017

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Presentation on Proclamation Proclaiming Orlando Ochoa Jr., for his Outstanding Education Achievements. (Ben Arjona, City Manager)
- B.** Presentation on Departmental Reports: Municipal Court, Department of Utility, Fire Department, and Finance Department. (Benjamin Arjona, City Manager)
 - 1.** Municipal Court Monthly Report. (Mary Enriquez, Court Administrator)
 - 2.** Department of Utilities Monthly Report. (David Salinas, Director of Utilities)
 - 3.** Fire Department Monthly Report. (Tirso Garza, Fire Chief)

4. Police Department Monthly Report (Juan Gonzalez, Police Chief)
5. Department of Finance Monthly Report. (Leroy Gonzales, Interim Director of Finance)

VI. PUBLIC HEARING/ORDINANCES

- A. Conduct a Public Hearing and Consider an Ordinance in First Reading for the Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Valley Food Mart #2”, located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, Block 4, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc. (Xavier Cervantes, Director of Planning)
- B. Conduct a Public Hearing and Consider an Ordinance in First Reading for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed “The Hangout” bar located at 302 E. US Business 83, legally described as the West 165 feet of Lot 2 and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano. (Xavier Cervantes, Director of Planning)
- C. Hold First Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of Juan, Texas for the Fiscal Year Beginning October 1, 2017 and Ending September 30, 2017. (Leroy Gonzales, Interim Director of Finance)

VII. APPOINTMENTS

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

- A. Consider Discussion and Approval of Increasing the Contribution to the Texas Emergency Services Retirement System for the San Juan Volunteer Fire Department. (Tirso Garza, Fire Chief)
- B. Consider Approval to Acquire the San Juan Municipal Park/Kitchen by the San Juan Fire Department. (Tirso Garza, Fire Chief)
- C. Discussion and Authorization to Purchase a 2018 Chevrolet Silverado 4 X 2 Crew Cab From Caldwell Country Chevrolet for \$25,329 (BuyBoard Contract 521-16). (David Salinas, Director of Utilities)

IX. CONTRACTUALS/RESOLUTIONS

- A.** Consider Authorizing the City Manager to Sign a Contract with Cruz-Hogan Consultants for the Paving Reconstruction Improvements Phase 2 Project. (Xavier Cervantes, Director of Planning)
- B.** Consider Authorizing City Manager to Enter into a Contract Agreement with The Boys and Girls Club of Pharr. (Ben Arjona, City Manager)
- C.** Consideration and Approval of an Ordinance Authorizing the Issuance, Sale and Delivery of City of San Juan, Texas, Waterworks and Sewer System Revenue Bonds, Series 2017 in the Aggregate Principal Amount of \$2,285,000; Providing for the Payment of the Bonds, Together with Certain Currently Outstanding Previously Issued Bonds, from a First Lien on and Pledge of the Net Revenues of the City's Waterworks and Sewer System; Resolving other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of the Bonds, Including Approval of an Application to the Texas Water Development Board; Authorizing the Execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; Complying with the Requirements of the Depository Trust Company's Letter of Representations; Complying with the Regulations Promulgated by the Texas Water Development Board; and Providing for an Effective Date. (Ben Arjona, City Manager)

X. CONSENT AGENDA

- A.** Consider an Ordinance in Second Reading for the Voluntary Annexation of an 8.894-Acre Tract of Land out of the West Half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision Located Along the North Side of Minnesota Road Halfway between Raul Longoria and Cesar Chavez Roads as Requested by Tax Ranch, LLC. (Xavier Cervantes, Director of Planning)
- B.** Consider an Ordinance in Second Reading Authorizing the Naming of a Public Alley Inside the City Limits of San Juan as West 2 ½ Drive in Order to Provide for More Distinctive Street Names in the Area and to Provide for More Efficient Emergency Responses. (Xavier Cervantes, Director of Planning)
- C.** Monthly Collection Report - July 31, 2017. (Leroy Gonzales, Interim Director of Finance)

XI. EXECUTIVE SESSION

- A. The San Juan City Commission will now go into Closed Session Pursuant to the Provision of Chapter 551, Subchapter D, Exceptions to Requirements that Meetings be Open Texas Government Code §550.071 (Consultation with Attorney) in accordance with:

1. Discussion Regarding Legal Issues Concerning City of Pharr's Proposal Related to City of San Juan's Municipal Corporate Boundaries and Extraterritorial Jurisdiction.

XII. RECONVENE

- A. The City Commission will Reconvene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open Meetings, Subchapter E, Procedures Relating to Closed Meeting §551, Requirements to Vote or Take Final Action in Open Meeting.

XIII. 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 _____, 2017.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
Mayor Pro-Tem: Jesus “Jesse” Ramirez
Commissioners: Ernesto “Neto” Guajardo
Raudel Maldonado
Pete Garcia

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Mary Enriquez, Court Administrator
DATE: August 12, 2017
SUBJECT: July Monthly Report

Amount collected	\$36,722.40
Defensive driving	1
Deferred	14
Pre-warrant notices	52
Traffic warrants issued	14
Pre-trials	0
Bench trials	2
Collection Agency	\$1,353.00
Scofflaw	\$15,164.75

Collections 2016

January	\$23,021.05
February	\$41,611.66
March	\$44,063.24
April	\$32,932.68
May	\$30,252.16
June	\$25,503.60
July	\$21,314.81

Citations Issued 2016

January	- 264
February	- 357
March	- 199
April	- 190
May	- 205
June	- 185
July	- 81

Collections 2017

January	\$27,732.26
February	\$49,960.15
March	\$77,931.96
April	\$49,802.23
May	\$36,939.40
June	\$47,945.96
July	\$36,722.40

Citations Issued 2017

January	- 116
February	- 101
March	- 323
April	- 125
May	- 195
June	- 195
July	- 100

Scofflaw Collections 2017**Effective Date: 1-27-17**

January	\$ 1,283.00
February	\$21,455.70
March	\$49,123.86
April	\$18,182.93
May	\$15,112.40
June	\$21,802.74
July	\$15,164.75



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Commissioners: Ernesto “Neto” Guajardo
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MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: David Salinas, Director of Utilities
DATE: August 15, 2017
SUBJECT: Monthly Report July 2017

Water Treatment Facility

Combined Gallons Treated: 102,805,000
Combined Gallons Produced: 112,839,000

1. WTF No 1
 - a. 27,488,000 gals
 - b. 887,000 gals daily average
 - c. 1,354,000 gals daily maximum
 - d. 0.0 gals daily minimum
 - e. 25,606,000 gals RAW
2. WTF No 2
 - a. 74,328,000 gals
 - b. 2,398,000 gals daily average
 - c. 2,742,000 gals daily maximum
 - d. 1,399,000 gals daily minimum
 - e. 87,233,000 gals RAW
3. Well Water Used: 0.0 gals (Well VFD down)

Water Distribution

1. Water Breaks & Leaks
 - a. Leaks - 9
 - b. Breaks - 4
2. Taps – 1
3. Water Loss
 - a. Reported – 71,200 gals

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



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- b. Unreported – 97,700 gals
- 4. Hydrants
 - a. Flushed - 21
 - b. Replaced – 0
 - c. We have reduced fire hydrant flushing due to Stage II Water Conservation.
- 5. Valves
 - a. Worked – 9
 - b. We continue our hydrant and valve maintenance.
- 6. Utility Billing Work Orders – 4

Wastewater Treatment Facility

- 1. Treated - 61,098,000 gals
- 2. Wetland - 3,763,000 gals
- 3. 280 cubic yards of sludge hauled to landfill

Wastewater Collections

- 1. Work orders – 67
 - a. Sewer Main Repaired – 0
 - b. Sewer Backups Reported – 6
 - c. Sewer Backups Cleared – 2
 - d. Manholes Ring and Covers – 0
 - e. Lift Station – 0
 - f. Unauthorized Discharges – 1

Administration

- 1. Financials
 - a. Administration – 33.33%
 - b. Water Treatment – 21.15%
 - c. Distribution: – 39.49%
 - d. Sewer Collection – 24.78%
 - e. Wastewater Treatment – 24.78%
- 2. Projects
 - a. WTP Expansion & Rehab – 76%
 - b. First Time Sewer – 100% (PAD)
 - c. SEP – Pending First Time Sewer

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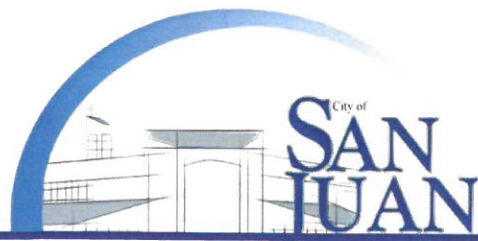
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3. Training

- a. Water Treatment – 0
- b. Distribution – 2
- c. Sewer Collection – 1
- d. Wastewater Treatment – 1

4. Certification

- a. Water Treatment –
- b. Distribution –
- c. Sewer Collection –
- d. Wastewater Treatment –



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MEMORANDUM

To: Benjamin Arjona, City Manager
From: Tirso Garza, Fire Chief 
Date: August 14, 2017
Subject: Fire Department Monthly Report- July 2017

The San Juan Fire Department had the following activity during the month of July 2017:

Emergency Calls

A total of 82 Calls for the month of June. (Please see attached report.)

- A Shift = 39
- B Shift = 35
- C Shift = 18

Med-Care Response

Med-Care EMS responded along with the Fire Department for a total of 46 calls along with six (6) delayed responses for the month of July 2017. The Med-Care report from the EMS Company was submitted on August 2, 2017

County Calls

The San Juan Fire Department had a total of three (3) County Calls for the month of July 2017 which is the following:

- June 13, 2017 – Incident 17-574 at Stewart and Balli Road for a Medical Call.
- July 27, 2017 - Incident 17-675 at 5009 Azteca for a Medical Call.
- July 29, 2017 - Incident 17-684 at 612 Pueblo for a Good Intent Call, Other.

Volunteer Department

The San Juan Volunteer Fire Department met for their monthly business meeting on July 31 2017 at Fire Station #2. The Volunteer response and stand-by for the month of July 2017 has not been submitted by the Volunteers.

Fire Inspections

A total of seventeen (17) inspections were conducted in the Month of July 2017, please see attached for detailed information about each conducted inspection.

Plan Reviews

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

- Porsche (Utility Layout) – 410 W “I” 2
- Public Safety Building (FDC) -300 East Ridge
- Robert Acosta Restaurant – 101 East 1st
- Leal Auto Sales- 4905 N Raul Longoria
- GA Produce – 2504 S Veterans
- P.S.J.A Collegiate Academy-1229 S Veterans

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belong only to the logs that were submitted by the Fire Chief, Deputy Fire Marshal/Chief, Lieutenant or Officer in Charge for the month of July 2017 to the administration office.

- A total of 404.3 Gallons of Diesel
- A total of 225.4 Gallons of Unleaded

CC: Mario Garza, Mayor
Jesus “Jesse” Ramirez, Mayor Pro Tempore
Ernesto “Neto” Guajardo, Commissioner
Raudel Maldonado, Commissioner
Pete Garcia, Commissioner



CITY OF SAN JUAN

**JULY-2017
9-1-1 AMBULANCE REPORT**

**Submitted To:
Chief Tirso Garza**

August 2, 2017

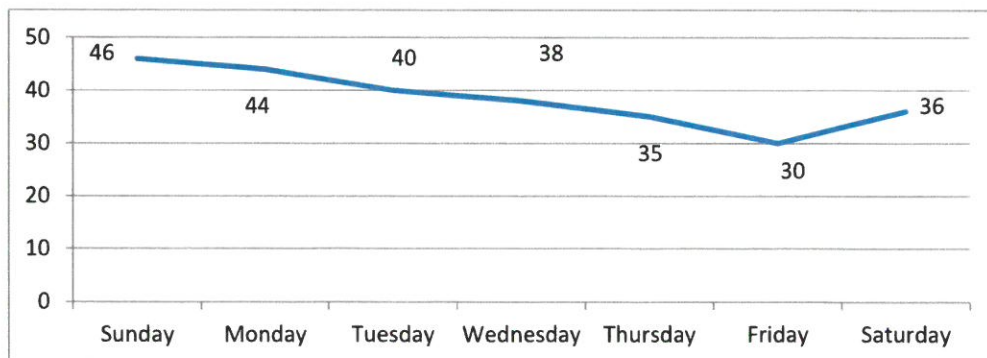
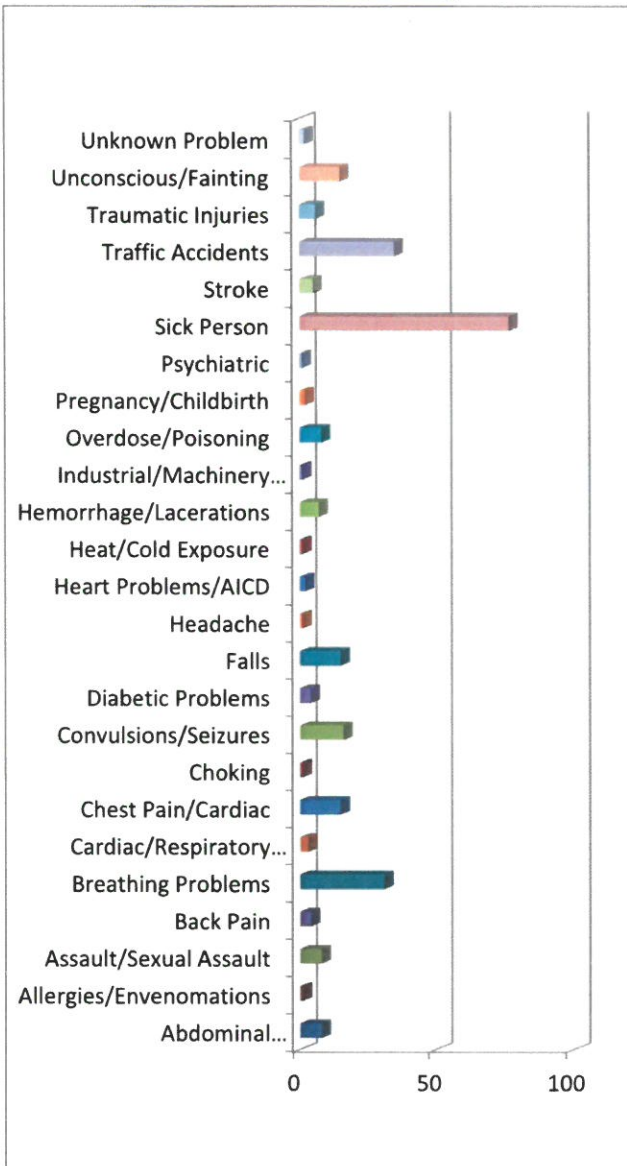
MEDCARE EMS, INC.
San Juan 9-1-1 Call Types July 2017

	San Juan
Abdominal Pain/Problems	8
Allergies/Envenomations	1
Assault/Sexual Assault	8
Back Pain	4
Breathing Problems	31
Cardiac/Respiratory Arrest	3
Chest Pain/Cardiac	15
Choking	1
Convulsions/Seizures	16
Diabetic Problems	4
Falls	15
Headache	1
Heart Problems/AICD	2
Heat/Cold Exposure	1
Hemorrhage/Lacerations	7
Industrial/Machinery Accidents	1
Overdose/Poisoning	8
Pregnancy/Childbirth	2
Psychiatric	1
Sick Person	77
Stroke	5
Traffic Accidents	35
Traumatic Injuries	6
Unconscious/Fainting	15
Unknown Problem	2
Total	269

Calls by Day of the Week	Total
Sunday	46
Monday	44
Tuesday	40
Wednesday	38
Thursday	35
Friday	30
Saturday	36
Total	269

Compliance Response

94.1%



trip_date	run_number	puaddr	pucity	calltime	disptime	atstime	tritime	atdtime
7/1/2017	22,424	117 E 9TH ST	SAN JUAN	1:45:03 AM	1:45:16 AM	1:52:15 AM	2:06:02 AM	2:22:36
7/1/2017	22,428	I RD & BUS HWY 83	SAN JUAN	2:37:01 AM	2:37:12 AM	2:44:42 AM	2:55:48 AM	3:05:32
7/1/2017	22,439	2301 N RAUL LONGORIA	SAN JUAN	6:50:11 AM	7:01:59 AM	7:11:33 AM	7:17:45 AM	7:17:45
7/1/2017	22,490	304 SYLVIA CIR	SAN JUAN	3:24:25 PM	3:24:42 PM	3:29:07 PM	3:43:52 PM	15:58:42
7/1/2017	22,505	307 E 11TH ST	SAN JUAN	5:34:39 PM	5:36:12 PM	5:45:00 PM	6:00:33 PM	18:16:40
7/1/2017	22,516	418 GUAYAVITOS LN	SAN JUAN	6:48:37 PM	6:48:51 PM	6:53:34 PM	7:09:37 PM	19:30:10
7/1/2017	22,533	107 S RIDGE LN	SAN JUAN	8:44:50 PM	8:45:01 PM	8:54:14 PM	9:09:36 PM	21:28:03
7/1/2017	22,544	2025 LOMA BONITA	SAN JUAN	10:18:01 PM	10:18:29 PM	10:24:03 PM	10:30:20 PM	22:44:11
7/2/2017	22,551	1107 WASHINGTON PALMS	SAN JUAN	12:42:14 AM	12:42:47 AM	12:47:05 AM	1:06:36 AM	1:18:55
7/2/2017	22,554	2301 N RAUL LONGORIA	SAN JUAN	1:42:50 AM	1:43:00 AM	1:47:41 AM	2:30:43 AM	2:43:09
7/2/2017	22,574	100 W JAME ST	SAN JUAN	10:53:37 AM	10:53:54 AM	11:00:01 AM	11:10:39 AM	11:21:22
7/2/2017	22,579	605 SUN CHASE	SAN JUAN	11:22:17 AM	11:22:39 AM	11:29:14 AM	11:39:51 AM	11:56:37
7/2/2017	22,583	700 N CESAR CHAVEZ RD	SAN JUAN	12:57:47 PM	1:01:13 PM	1:05:28 PM	1:20:27 PM	13:37:33
7/2/2017	22,584	700 N CESAR CHAVEZ	SAN JUAN	1:13:08 PM	1:13:21 PM	1:16:06 PM	1:27:31 PM	13:38:52
7/2/2017	22,585	300 N NEBRASKA AVE	SAN JUAN	1:39:20 PM	1:39:34 PM	1:43:45 PM	2:01:46 PM	14:16:34
7/2/2017	22,593	700 N CESAR CHAVEZ RD	SAN JUAN	2:51:12 PM	2:51:33 PM	2:51:38 PM	12:00:00 AM	0:00:00
7/2/2017	22,620	2301 N RAUL LONGORIA	SAN JUAN	8:13:54 PM	8:14:20 PM	8:16:50 PM	12:00:00 AM	0:00:00
7/2/2017	22,640	725 E BLUEBIRD	SAN JUAN	11:31:20 PM	11:31:46 PM	11:43:51 PM	11:52:04 PM	0:05:25
7/3/2017	22,657	1702 SYLVIA CIR	SAN JUAN	4:51:28 AM	4:51:42 AM	4:58:22 AM	5:10:24 AM	5:22:54
7/3/2017	22,665	300 N NEBRASKA AVE	SAN JUAN	7:33:33 AM	7:33:44 AM	7:37:17 AM	8:00:42 AM	8:16:57
7/3/2017	22,674	901 N RAUL LONGORIA RD	SAN JUAN	8:52:04 AM	8:52:20 AM	8:57:02 AM	9:08:21 AM	9:17:29
7/3/2017	22,706	312 SYLVIA CIR	SAN JUAN	3:00:02 PM	3:00:56 PM	3:11:16 PM	3:28:16 PM	15:40:19
7/3/2017	22,735	S STEWART RD & E MOORE DR	SAN JUAN	6:44:57 PM	6:45:06 PM	6:52:53 PM	7:03:59 PM	19:14:09
7/3/2017	22,736	1411 WASHINGTON	SAN JUAN	6:45:15 PM	6:45:31 PM	6:50:12 PM	6:55:31 PM	19:12:25
7/3/2017	22,739	S STEWART RD & E MOORE DR	SAN JUAN	6:44:57 PM	6:45:06 PM	6:52:53 PM	7:03:59 PM	19:14:13
7/3/2017	22,741	S STEWART RD & E MOORE DR	SAN JUAN	7:15:59 PM	7:16:51 PM	7:20:30 PM	7:35:35 PM	19:51:00
7/3/2017	22,743	2606 MONTE GRANDE	SAN JUAN	7:30:37 PM	7:30:48 PM	7:38:17 PM	7:54:58 PM	20:07:57
7/3/2017	22,751	113 ALFREDO ST	SAN JUAN	8:30:13 PM	8:30:53 PM	8:37:41 PM	8:40:27 PM	20:49:04
7/3/2017	22,757	508 CITRUS ST	SAN JUAN	9:19:48 PM	9:19:57 PM	9:22:28 PM	9:36:45 PM	21:47:00
7/4/2017	22,777	813 RIDGE RD	SAN JUAN	6:41:22 AM	6:41:33 AM	6:47:12 AM	7:05:21 AM	7:21:48
7/4/2017	22,789	110 JUSTICE LN	SAN JUAN	10:35:15 AM	10:35:28 AM	10:44:52 AM	11:01:14 AM	11:23:51
7/4/2017	22,793	2205 S STEWART RD	SAN JUAN	11:08:47 AM	11:08:56 AM	11:14:07 AM	11:32:12 AM	11:54:39
7/4/2017	22,803	300 E CHAPARRAL ST	SAN JUAN	2:33:58 PM	2:34:19 PM	2:38:48 PM	2:51:16 PM	14:51:16
7/4/2017	22,808	900 E US HIGHWAY 83	SAN JUAN	3:12:45 PM	3:12:58 PM	3:18:48 PM	3:37:32 PM	15:52:08
7/4/2017	22,809	601 W MESQUITE ST	SAN JUAN	3:25:30 PM	3:25:47 PM	3:31:13 PM	3:53:39 PM	16:01:47
7/4/2017	22,819	210 BLUEBIRD ST	SAN JUAN	4:48:48 PM	4:48:54 PM	4:56:11 PM	5:05:55 PM	17:20:21
7/4/2017	22,825	109 NORTHGATE	SAN JUAN	6:19:05 PM	6:19:20 PM	6:24:47 PM	12:00:00 AM	0:00:00
7/4/2017	22,826	109 NORTHGATE	SAN JUAN	6:19:05 PM	6:19:20 PM	6:24:47 PM	12:00:00 AM	0:00:00
7/4/2017	22,852	801 N RAUL LONGORIA RD	SAN JUAN	11:07:43 PM	11:07:53 PM	11:09:58 PM	11:19:21 PM	23:30:03
7/4/2017	22,853	704 N LUCKY DR	SAN JUAN	11:27:25 PM	11:27:37 PM	11:33:08 PM	11:44:15 PM	23:54:18
7/4/2017	22,854	1001 S STANDARD AVE	SAN JUAN	11:29:57 PM	11:30:14 PM	11:37:56 PM	11:52:00 PM	0:04:26
7/5/2017	22,859	208 E CHAPARRAL ST	SAN JUAN	12:41:03 AM	12:41:08 AM	12:45:20 AM	1:04:04 AM	1:17:02
7/5/2017	22,869	424 W BUSINESS 83	SAN JUAN	5:03:48 AM	5:04:17 AM	5:06:32 AM	5:18:07 AM	5:31:43
7/5/2017	22,876	400 E EXPRESSWAY 83	SAN JUAN	9:17:53 AM	9:18:06 AM	9:20:49 AM	9:35:00 AM	9:50:25

trip_date	run_number	puaddr	pucity	calltime	disptime	atsltime	tratltime	atdltime
7/5/2017	22,897	906 W 41ST ST	SAN JUAN	1:06:20 PM	1:06:41 PM	1:15:37 PM	1:26:02 PM	1:40:04
7/5/2017	22,898	300 N NEBRASKA AVE	SAN JUAN	1:10:14 PM	1:10:26 PM	1:13:37 PM	1:36:34 PM	13:53:34
7/5/2017	22,900	104 W 17TH ST	SAN JUAN	1:40:46 PM	1:41:03 PM	1:46:02 PM	1:58:37 PM	14:12:47
7/5/2017	22,912	300 E EXPRESSWAY 83	SAN JUAN	3:18:29 PM	3:20:15 PM	3:22:49 PM	12:00:00 AM	0:00:00
7/5/2017	22,914	RAUL LONGORIA & EXPRESSWAY 83	SAN JUAN	3:28:12 PM	3:28:24 PM	3:35:26 PM	12:00:00 AM	0:00:00
7/5/2017	22,921	504 S SAN ANTONIO AVE	SAN JUAN	4:20:47 PM	4:21:06 PM	4:26:27 PM	4:34:07 PM	16:49:04
7/5/2017	22,940	1329 ANDREWS ST	SAN JUAN	6:26:50 PM	6:27:30 PM	6:31:08 PM	6:51:00 PM	19:03:49
7/6/2017	22,984	211 E 1ST ST	SAN JUAN	8:07:06 AM	8:07:23 AM	8:11:29 AM	8:25:31 AM	8:35:59
7/6/2017	22,985	700 N NEBRASKA AVE	SAN JUAN	8:35:32 AM	8:36:14 AM	8:39:30 AM	12:00:00 AM	0:00:00
7/6/2017	22,987	700 N NEBRASKA AVE	SAN JUAN	8:35:32 AM	8:36:14 AM	8:39:30 AM	12:00:00 AM	0:00:00
7/6/2017	22,990	CESAR CHAVEZ RD & US HIGHWAY 83	SAN JUAN	9:06:38 AM	9:06:47 AM	9:14:09 AM	9:30:50 AM	9:47:41
7/6/2017	22,993	CESAR CHAVEZ & US HIGHWAY 83	SAN JUAN	9:19:21 AM	9:19:30 AM	9:26:16 AM	9:34:43 AM	9:49:13
7/6/2017	22,997	1105 SAN RAMON ST	SAN JUAN	9:53:01 AM	9:53:17 AM	9:57:25 AM	10:19:25 AM	10:27:06
7/6/2017	23,000	600 E EXPRESSWAY 83	SAN JUAN	10:16:32 AM	10:17:07 AM	10:18:03 AM	12:00:00 AM	0:00:00
7/6/2017	23,044	808 ATHOL ST	SAN JUAN	4:29:56 PM	4:30:18 PM	4:34:35 PM	4:41:41 PM	16:52:46
7/6/2017	23,077	107 CALLE DEL GARDIN	SAN JUAN	9:07:41 PM	9:07:53 PM	9:14:54 PM	9:22:59 PM	21:36:04
7/6/2017	23,078	1918 LOMA VERDE	SAN JUAN	9:14:54 PM	9:15:00 PM	9:22:38 PM	9:34:43 PM	21:45:07
7/7/2017	23,108	1100 S NEBRASKA AVE	SAN JUAN	9:27:54 AM	9:28:12 AM	9:33:19 AM	9:51:47 AM	10:10:20
7/7/2017	23,109	604 W HALL ACRES	SAN JUAN	9:31:16 AM	9:31:40 AM	9:38:07 AM	10:00:31 AM	10:13:07
7/7/2017	23,129	801 W 1ST	SAN JUAN	12:15:51 PM	12:16:19 PM	12:18:26 PM	12:35:57 PM	12:45:38
7/7/2017	23,183	1415 DOUGLAS ST	SAN JUAN	6:45:51 PM	6:46:02 PM	6:48:40 PM	7:03:04 PM	19:17:37
7/7/2017	23,196	412 ACAPULCO LN	SAN JUAN	7:59:08 PM	8:01:36 PM	8:02:33 PM	8:33:03 PM	20:45:16
7/7/2017	23,199	101 GONZALEZ DR	SAN JUAN	8:14:19 PM	8:14:46 PM	8:19:02 PM	8:25:05 PM	20:36:38
7/7/2017	23,221	214 E LETICIA ST	SAN JUAN	11:18:06 PM	11:18:14 PM	11:20:25 PM	11:37:55 PM	23:49:57
7/7/2017	23,225	3804 JENICA ST	SAN JUAN	11:53:20 PM	11:53:31 PM	12:03:16 AM	12:22:25 AM	0:36:01
7/8/2017	23,229	700 E ELDORA	SAN JUAN	1:07:06 AM	1:07:13 AM	1:14:51 AM	1:38:40 AM	1:49:40
7/8/2017	23,234	700 E ELDORA	SAN JUAN	1:07:06 AM	1:07:13 AM	1:14:51 AM	1:38:40 AM	1:49:45
7/8/2017	23,235	700 E ELDORA	SAN JUAN	1:07:06 AM	1:07:13 AM	1:14:51 AM	1:38:40 AM	1:49:46
7/8/2017	23,236	700 E ELDORA	SAN JUAN	1:07:06 AM	1:07:13 AM	1:14:51 AM	1:38:40 AM	0:00:00
7/8/2017	23,272	439 W 12TH ST	SAN JUAN	12:07:35 PM	12:07:47 PM	12:18:46 PM	12:28:38 PM	12:41:14
7/8/2017	23,293	210 LETICIA	SAN JUAN	4:22:57 PM	4:23:09 PM	4:27:00 PM	4:47:06 PM	17:00:51
7/8/2017	23,331	100 W JAMIE ST	SAN JUAN	10:37:33 PM	10:37:39 PM	10:39:43 PM	10:52:47 PM	23:04:56
7/8/2017	23,332	720 E GARFIELD	SAN JUAN	10:39:35 PM	10:40:22 PM	10:47:53 PM	12:00:00 AM	0:00:00
7/8/2017	23,335	NEBRASKA & BUSINESS 83	SAN JUAN	10:55:46 PM	10:55:58 PM	10:58:17 PM	12:00:00 AM	0:00:00
7/9/2017	23,348	700 E ELDORA RD	SAN JUAN	1:51:37 AM	1:52:04 AM	1:59:15 AM	2:16:33 AM	2:30:20
7/9/2017	23,363	600 E BUSINESS 83	SAN JUAN	4:09:59 AM	4:10:45 AM	4:16:27 AM	4:27:26 AM	4:39:34
7/9/2017	23,384	2301 N. RAUL LONGORIA	SAN JUAN	9:30:35 AM	9:30:51 AM	9:36:45 AM	10:03:06 AM	10:03:06
7/9/2017	23,403	400 N VIRGIN DE SAN JUAN BLVD	SAN JUAN	12:51:31 PM	12:51:40 PM	12:57:40 PM	1:11:47 PM	13:20:20
7/9/2017	23,407	611 GARDENIA DR	SAN JUAN	1:14:33 PM	1:14:43 PM	1:28:52 PM	1:59:52 PM	14:17:29
7/9/2017	23,436	400 W FRONTAGE	SAN JUAN	7:52:11 PM	7:52:27 PM	7:54:44 PM	8:25:40 PM	20:32:01
7/9/2017	23,441	2301 N. RAUL LONGORIA	SAN JUAN	9:00:25 PM	9:00:35 PM	9:10:24 PM	9:19:28 PM	21:19:28
7/9/2017	23,446	2301 N. RAUL LONGORIA	SAN JUAN	10:36:11 PM	10:36:37 PM	10:42:15 PM	11:02:19 PM	23:02:19
7/9/2017	23,455	107 CALLE DEL JARDIN	SAN JUAN	11:37:53 PM	11:38:06 PM	11:42:25 PM	12:00:00 AM	0:00:00
7/9/2017	23,457	501 N CESAR CHAVEZ	SAN JUAN	11:46:23 PM	11:46:30 PM	11:53:52 PM	12:00:00 AM	0:00:00

trip_date	run_number	puaddr	pucity	calltime	disptime	atstime	trftime	atdtime
7/10/2017	23,465	201 W 13 1/2 ST	SAN JUAN	2:15:32 AM	2:15:51 AM	2:15:51 AM	2:46:15 AM	3:00:33
7/10/2017	23,467	601 W MESQUITE ST	SAN JUAN	3:40:42 AM	3:40:52 AM	3:40:52 AM	12:00:00 AM	0:00:00
7/10/2017	23,482	2301 N RAUL LONGORIA	SAN JUAN	8:28:51 AM	8:29:02 AM	8:29:02 AM	8:58:38 AM	8:58:38
7/10/2017	23,484	2301 N RAUL LONGORIA	SAN JUAN	8:28:51 AM	8:29:02 AM	8:29:02 AM	8:58:36 AM	8:58:36
7/10/2017	23,494	100 W EXPRESSWAY 83	SAN JUAN	10:17:46 AM	10:18:01 AM	10:23:35 AM	10:43:08 AM	11:06:32
7/10/2017	23,497	100 W EXPRESSWAY 83	SAN JUAN	10:17:46 AM	10:18:01 AM	10:23:35 AM	10:43:11 AM	11:06:35
7/10/2017	23,498	100 W EXPRESSWAY 83	SAN JUAN	10:17:46 AM	10:18:01 AM	10:23:35 AM	10:43:13 AM	11:06:34
7/10/2017	23,504	316 W 6TH ST	SAN JUAN	11:47:16 AM	11:47:38 AM	11:53:02 AM	12:15:26 PM	12:30:21
7/10/2017	23,536	700 S SHUFFORD AVE	SAN JUAN	3:40:10 PM	3:40:31 PM	3:46:00 PM	4:00:35 PM	16:15:18
7/10/2017	23,541	813 E PINO ST	SAN JUAN	4:19:55 PM	4:20:12 PM	4:23:09 PM	4:34:35 PM	16:51:52
7/10/2017	23,545	300 N NEBRASKA AVE	SAN JUAN	4:48:45 PM	4:48:54 PM	4:57:06 PM	5:21:34 PM	17:48:06
7/10/2017	23,559	300 N NEBRASKA AVE	SAN JUAN	6:29:11 PM	6:29:23 PM	6:32:49 PM	6:52:57 PM	19:03:25
7/10/2017	23,567	1102 W SAN JUAN CIR	SAN JUAN	8:37:02 PM	8:37:18 PM	8:49:44 PM	9:08:09 PM	21:22:56
7/10/2017	23,593	128 ALFREDO ST	SAN JUAN	11:42:02 PM	11:44:37 PM	11:51:38 PM	12:15:26 AM	0:27:01
7/11/2017	23,596	803 W CHAPARAL	SAN JUAN	12:18:10 AM	12:18:16 AM	12:21:07 AM	12:00:00 AM	0:00:00
7/11/2017	23,600	124 SANDRA ST	SAN JUAN	1:09:44 AM	1:09:49 AM	1:13:00 AM	1:29:12 AM	1:42:16
7/11/2017	23,606	2301 N RAUL LONGORIA	SAN JUAN	2:48:05 AM	2:48:21 AM	2:53:40 AM	12:00:00 AM	0:00:00
7/11/2017	23,610	1112 WASHINGTONIAN PALM	SAN JUAN	3:30:44 AM	3:31:14 AM	3:39:08 AM	4:05:52 AM	4:17:49
7/11/2017	23,615	1003 SUN VALLEY ST	SAN JUAN	6:34:37 AM	6:35:00 AM	6:43:18 AM	7:08:20 AM	7:23:03
7/11/2017	23,640	500 CITRUS ST	SAN JUAN	12:13:28 PM	12:13:35 PM	12:18:53 PM	12:33:41 PM	12:47:40
7/11/2017	23,641	904 BRECHA	SAN JUAN	12:14:57 PM	12:15:16 PM	12:22:05 PM	12:46:23 PM	12:59:17
7/11/2017	23,643	708 E SAN DIEGO ST	SAN JUAN	12:33:24 PM	12:33:49 PM	12:37:14 PM	12:50:14 PM	13:04:21
7/11/2017	23,653	2911 N VETERANS BLVD	SAN JUAN	2:37:03 PM	2:37:25 PM	2:39:37 PM	2:52:46 PM	15:05:07
7/11/2017	23,654	300 N NEBRASKA AVE	SAN JUAN	2:46:01 PM	2:46:16 PM	2:53:07 PM	3:08:32 PM	15:22:31
7/11/2017	23,683	1716 CHULA VISTA	SAN JUAN	7:27:38 PM	7:27:53 PM	7:32:34 PM	7:48:13 PM	19:59:37
7/11/2017	23,701	210 W 11TH ST	SAN JUAN	9:28:17 PM	9:28:24 PM	9:39:55 PM	9:51:44 PM	22:05:42
7/12/2017	23,710	606 SUNSET ST	SAN JUAN	12:36:00 AM	12:36:09 AM	12:39:45 AM	12:55:11 AM	1:06:59
7/12/2017	23,734	901 W EXPRESSWAY 83	SAN JUAN	9:19:56 AM	9:20:11 AM	9:20:46 AM	9:34:33 AM	9:44:06
7/12/2017	23,736	901 EXPRESSWAY 83	SAN JUAN	9:27:51 AM	9:27:57 AM	9:31:27 AM	9:43:54 AM	9:57:22
7/12/2017	23,738	901 EXPRESSWAY 83	SAN JUAN	9:27:51 AM	9:27:57 AM	9:31:27 AM	9:44:00 AM	9:57:24
7/12/2017	23,742	618 S KANSAS AVE	SAN JUAN	10:37:16 AM	10:37:29 AM	10:43:34 AM	11:01:08 AM	11:19:35
7/12/2017	23,746	801 W 1ST	SAN JUAN	12:03:43 PM	12:04:08 PM	12:06:37 PM	12:23:55 PM	12:41:39
7/12/2017	23,777	300 N NEBRASKA AVE	SAN JUAN	5:18:55 PM	5:19:06 PM	5:22:14 PM	5:59:01 PM	18:09:23
7/12/2017	23,779	CESAR CHAVEZ & SIOUX	SAN JUAN	5:26:57 PM	5:27:03 PM	5:31:42 PM	12:00:00 AM	0:00:00
7/12/2017	23,781	1301 ANTHONY	SAN JUAN	5:31:55 PM	5:32:11 PM	5:36:01 PM	5:51:35 PM	18:06:57
7/12/2017	23,804	495 & WASHINGTONIA	SAN JUAN	9:22:05 PM	9:22:27 PM	9:26:36 PM	9:40:22 PM	21:49:43
7/13/2017	23,825	2301 N RAUL LONGORIA	SAN JUAN	5:13:59 AM	5:14:10 AM	5:19:32 AM	5:27:49 AM	5:38:10
7/13/2017	23,828	511 SAN MARTIN	SAN JUAN	6:22:53 AM	6:23:04 AM	6:29:53 AM	6:40:35 AM	6:52:27
7/13/2017	23,834	1210 SAN FRANCISCO	SAN JUAN	7:56:47 AM	7:57:01 AM	8:00:18 AM	8:31:44 AM	8:41:32
7/13/2017	23,843	2211 S VETERANS	SAN JUAN	9:46:33 AM	9:46:51 AM	9:57:37 AM	10:06:18 AM	10:17:32
7/13/2017	23,863	808 W CITRUS AVE	SAN JUAN	12:15:40 PM	12:15:52 PM	12:21:14 PM	12:33:23 PM	12:53:16
7/13/2017	23,885	1104 S STANDARD AVE	SAN JUAN	4:09:51 PM	4:10:58 PM	4:17:48 PM	4:30:52 PM	16:49:00
7/13/2017	23,910	902 S IOWA AVE	SAN JUAN	6:38:42 PM	6:38:49 PM	6:43:03 PM	7:06:48 PM	19:27:26
7/14/2017	23,952	300 N NEBRASKA AVE	SAN JUAN	4:07:33 AM	4:07:55 AM	4:14:24 AM	4:41:54 AM	4:52:43

trip_date	run_number	puaddr	pucity	calltime	disptime	atstime	tratime	atdtime
7/14/2017	23,965	618 S KANSAS	SAN JUAN	8:39:04 AM	8:39:15 AM	8:48:21 AM	9:00:41 AM	9:17:47
7/14/2017	23,984	1229 S STANDARD AVE	SAN JUAN	11:24:52 AM	11:25:00 AM	11:31:20 AM	11:48:45 AM	12:09:52
7/14/2017	23,990	105 S CESAR CHAVEZ RD	SAN JUAN	12:10:00 PM	12:10:48 PM	12:13:44 PM	12:00:00 AM	0:00:00
7/14/2017	24,005	300 N NEBRASKA AVE	SAN JUAN	2:49:22 PM	2:49:33 PM	2:55:51 PM	3:10:55 PM	15:31:16
7/14/2017	24,008	504 S SAN ANTONIO AVE	SAN JUAN	3:21:59 PM	3:22:27 PM	3:31:50 PM	3:50:28 PM	16:04:42
7/14/2017	24,036	RIDGE RD & S NEBRASKA AVE	SAN JUAN	5:59:21 PM	5:59:32 PM	5:59:42 PM	6:23:01 PM	18:45:04
7/14/2017	24,053	2301 N. RAUL LONGORIA	SAN JUAN	8:27:38 PM	8:28:32 PM	8:33:14 PM	10:01:05 PM	22:01:05
7/14/2017	24,059	217 E GOMEZ DR	SAN JUAN	9:18:24 PM	9:18:30 PM	9:26:53 PM	9:42:48 PM	21:52:32
7/15/2017	24,109	300 N NEBRASKA AVE	SAN JUAN	10:51:23 AM	10:51:41 AM	10:57:02 AM	11:17:03 AM	11:27:40
7/15/2017	24,142	N IOWA AVE & E 1ST ST	SAN JUAN	4:31:11 PM	4:31:24 PM	4:36:20 PM	4:49:23 PM	17:03:10
7/15/2017	24,145	N IOWA AVE & E 1ST ST	SAN JUAN	4:31:11 PM	4:31:24 PM	4:36:20 PM	4:49:27 PM	17:03:13
7/15/2017	24,146	N IOWA AVE & E 1ST ST	SAN JUAN	4:31:11 PM	4:31:24 PM	4:36:20 PM	4:49:31 PM	17:03:15
7/15/2017	24,165	1608 SOL ST	SAN JUAN	11:06:13 PM	11:06:29 PM	11:13:34 PM	12:00:00 AM	0:00:00
7/16/2017	24,182	614 W MESQUITE ST	SAN JUAN	3:26:48 AM	3:26:55 AM	3:31:52 AM	3:37:04 AM	3:50:56
7/16/2017	24,196	1005 PALOMA DR	SAN JUAN	9:16:18 AM	9:16:32 AM	9:20:41 AM	9:36:31 AM	9:47:44
7/16/2017	24,221	3907 JESENIA ST	SAN JUAN	1:26:43 PM	1:26:57 PM	1:31:05 PM	1:55:36 PM	14:09:31
7/16/2017	24,224	300 N NEBRASKA AVE	SAN JUAN	2:28:54 PM	2:29:14 PM	2:32:50 PM	3:01:32 PM	15:16:31
7/16/2017	24,249	603 E RIDGE RD	SAN JUAN	7:37:22 PM	7:37:30 PM	7:46:51 PM	8:01:48 PM	20:16:34
7/16/2017	24,255	216 W 7TH ST	SAN JUAN	8:04:21 PM	8:04:40 PM	8:08:15 PM	8:30:23 PM	20:44:52
7/16/2017	24,256	612 SYLVIA CIR	SAN JUAN	8:06:40 PM	8:06:58 PM	8:11:27 PM	8:33:38 PM	20:44:59
7/16/2017	24,273	607 S VETERANS	SAN JUAN	11:33:20 PM	11:33:42 PM	11:43:01 PM	11:58:32 PM	0:08:24
7/17/2017	24,280	1109 SAN RAMON	SAN JUAN	1:14:53 AM	1:15:23 AM	1:22:16 AM	1:28:53 AM	1:40:47
7/17/2017	24,289	3907 JESENIA ST	SAN JUAN	3:50:34 AM	3:50:55 AM	4:00:51 AM	4:28:24 AM	4:43:50
7/17/2017	24,290	608 W 7TH ST	SAN JUAN	3:56:50 AM	3:57:14 AM	4:04:08 AM	4:18:54 AM	4:34:20
7/17/2017	24,324	115 W 1ST ST	SAN JUAN	11:46:23 AM	11:46:30 AM	11:50:54 AM	12:10:22 PM	12:26:25
7/17/2017	24,334	311 E 14 1/2 ST	SAN JUAN	1:29:53 PM	1:30:02 PM	1:36:02 PM	12:00:00 AM	0:00:00
7/17/2017	24,346	703 SHUFFORD ST	SAN JUAN	3:32:39 PM	3:32:52 PM	3:39:07 PM	3:46:10 PM	16:11:23
7/17/2017	24,361	311 NADIA RD	SAN JUAN	5:56:56 PM	5:57:10 PM	6:02:24 PM	6:15:21 PM	18:28:38
7/17/2017	24,371	511 SAN MARTIN	SAN JUAN	7:02:27 PM	7:02:38 PM	7:08:14 PM	7:21:56 PM	19:37:16
7/18/2017	24,405	W 7TH ST & MIGUEL HIDALGO ST	SAN JUAN	1:49:14 AM	1:49:30 AM	1:56:20 AM	2:09:50 AM	2:23:21
7/18/2017	24,456	205 N STANDARD AVE	SAN JUAN	2:17:18 PM	2:17:28 PM	2:25:48 PM	2:35:38 PM	14:52:19
7/18/2017	24,460	613 SCOTTY ST	SAN JUAN	2:38:01 PM	2:38:25 PM	2:39:51 PM	3:08:55 PM	15:21:05
7/18/2017	24,472	1330 MAYFAIR ST	SAN JUAN	4:55:17 PM	4:55:24 PM	5:00:18 PM	5:18:38 PM	17:31:42
7/18/2017	24,477	603 E RIDGE RD	SAN JUAN	5:16:33 PM	5:16:45 PM	5:31:28 PM	5:39:22 PM	17:54:30
7/18/2017	24,498	2306 FRESNO ST	SAN JUAN	9:21:23 PM	9:21:39 PM	9:25:16 PM	12:00:00 AM	0:00:00
7/18/2017	24,507	300 N NEBRASKA AVE	SAN JUAN	10:57:59 PM	10:58:29 PM	11:02:27 PM	11:26:46 PM	23:37:21
7/19/2017	24,534	2301 N. RAUL LONGORIA	SAN JUAN	8:01:41 AM	8:02:01 AM	8:08:00 AM	8:24:29 AM	8:24:29
7/19/2017	24,541	1410 DOUGLAS ST	SAN JUAN	9:57:31 AM	9:57:40 AM	10:00:55 AM	10:20:40 AM	10:34:18
7/19/2017	24,543	509 W EBONY AVE	SAN JUAN	10:25:01 AM	10:25:11 AM	10:29:33 AM	10:48:07 AM	11:00:57
7/19/2017	24,554	618 S KANSAS AVE	SAN JUAN	12:11:00 PM	12:11:10 PM	12:18:32 PM	12:33:55 PM	12:47:29
7/19/2017	24,559	407 HUISACHE ST	SAN JUAN	1:31:09 PM	1:31:27 PM	1:33:52 PM	1:46:01 PM	13:56:53
7/19/2017	24,585	601 W MESQUITE ST	SAN JUAN	4:14:59 PM	4:15:08 PM	4:24:00 PM	12:00:00 AM	0:00:00
7/19/2017	24,613	501 W MESQUITE ST	SAN JUAN	7:20:24 PM	7:20:33 PM	7:27:58 PM	7:49:44 PM	20:10:42
7/20/2017	24,668	1800 CURTIS DR	SAN JUAN	9:36:22 AM	9:36:34 AM	9:39:36 AM	9:49:49 AM	10:08:15

trip_date	run_number	puaddr	pucity	calltime	disptime	atsite	trftime	atdtime
7/20/2017	24,713	307 SANDY AVE	SAN JUAN	4:29:25 PM	4:29:40 PM	4:40:41 PM	5:13:41 PM	17:37:34
7/20/2017	24,744	104 W 17TH ST	SAN JUAN	8:26:33 PM	8:26:49 PM	8:33:30 PM	12:00:00 AM	0:00:00
7/20/2017	24,745	107 N CESAR CHAVEZ	SAN JUAN	8:55:58 PM	8:56:07 PM	9:03:47 PM	9:15:29 PM	21:27:58
7/21/2017	24,759	721 SAN MIGUEL	SAN JUAN	1:25:48 AM	1:26:11 AM	1:32:54 AM	12:00:00 AM	0:00:00
7/21/2017	24,769	2407 FERN	SAN JUAN	7:12:54 AM	7:13:10 AM	7:16:49 AM	7:33:45 AM	7:42:55
7/21/2017	24,796	605 FRANCIS	SAN JUAN	12:13:13 PM	12:13:30 PM	12:21:23 PM	12:33:31 PM	12:46:05
7/21/2017	24,803	504 S SAN ANTONIO AVE	SAN JUAN	12:39:49 PM	12:39:58 PM	12:45:52 PM	1:03:16 PM	13:17:12
7/21/2017	24,872	W SAM HOUSTON BLVD & S STANDARD AVE	SAN JUAN	8:36:55 PM	8:37:22 PM	8:43:32 PM	8:56:10 PM	21:05:20
7/22/2017	24,902	105 BLUEBIRD ST	SAN JUAN	2:09:49 AM	2:10:02 AM	2:19:24 AM	2:38:26 AM	2:51:02
7/22/2017	24,908	300 N NEBRASKA AVE	SAN JUAN	3:17:24 AM	3:18:12 AM	3:22:00 AM	3:47:07 AM	3:55:09
7/22/2017	24,921	1516 MARY ANN ST	SAN JUAN	7:54:54 AM	7:55:13 AM	7:58:52 AM	8:22:23 AM	8:35:02
7/22/2017	24,932	2800 N RAUL LONGORIA RD	SAN JUAN	10:27:08 AM	10:27:20 AM	10:30:35 AM	10:50:42 AM	11:13:11
7/22/2017	24,940	1001 SUNDANCE LN	SAN JUAN	11:44:51 AM	11:45:07 AM	11:53:22 AM	12:00:00 AM	0:00:00
7/22/2017	24,978	608 S STANDARD AVE	SAN JUAN	7:04:52 PM	7:05:13 PM	7:09:49 PM	7:24:32 PM	19:38:24
7/22/2017	24,989	900 W EXPRESSWAY 83	SAN JUAN	8:55:09 PM	8:55:44 PM	8:59:42 PM	12:00:00 AM	0:00:00
7/22/2017	24,993	711 E MOORE	SAN JUAN	9:47:33 PM	9:48:04 PM	9:56:31 PM	10:16:07 PM	22:37:32
7/22/2017	24,996	516 E SALAZAR ST	SAN JUAN	10:18:03 PM	10:18:17 PM	10:22:29 PM	10:33:55 PM	22:47:39
7/23/2017	25,001	1606 SOL ST	SAN JUAN	12:03:17 AM	12:03:36 AM	12:15:42 AM	12:29:35 AM	0:45:05
7/23/2017	25,029	DURANTA & STEWART	SAN JUAN	7:05:21 AM	7:05:34 AM	7:07:59 AM	7:29:43 AM	7:42:20
7/23/2017	25,035	612 ROYAL PALM ST	SAN JUAN	9:33:22 AM	9:33:35 AM	9:38:43 AM	9:51:53 AM	10:07:55
7/23/2017	25,038	216 W 1ST ST	SAN JUAN	10:11:20 AM	10:11:32 AM	10:14:02 AM	10:29:07 AM	10:42:55
7/23/2017	25,042	214 E LETICIA ST	SAN JUAN	12:25:28 PM	12:25:45 PM	12:29:42 PM	12:52:16 PM	13:10:53
7/23/2017	25,046	300 N NEBRASKA AVE	SAN JUAN	12:40:12 PM	12:41:19 PM	12:49:13 PM	1:15:31 PM	13:23:04
7/23/2017	25,057	413 E 4TH ST	SAN JUAN	2:48:43 PM	2:49:22 PM	2:56:57 PM	3:07:23 PM	15:19:40
7/23/2017	25,068	2301 N RAUL LONGORIA	SAN JUAN	4:55:24 PM	4:55:36 PM	4:59:36 PM	5:15:29 PM	17:28:31
7/23/2017	25,078	113 E SIOUX RD	SAN JUAN	6:31:33 PM	6:31:42 PM	6:36:03 PM	7:12:33 PM	19:28:05
7/23/2017	25,079	106 SANDY AVE	SAN JUAN	6:53:52 PM	6:54:10 PM	7:03:16 PM	12:00:00 AM	0:00:00
7/23/2017	25,106	104 W 17TH ST	SAN JUAN	11:19:04 PM	11:19:45 PM	11:27:34 PM	11:44:05 PM	0:03:07
7/24/2017	25,127	1209 E FM 495	SAN JUAN	7:40:24 AM	7:40:40 AM	7:46:31 AM	7:57:56 AM	8:13:45
7/24/2017	25,130	5206 OLEANDER RD	SAN JUAN	8:45:47 AM	8:45:56 AM	9:00:36 AM	9:14:46 AM	9:30:41
7/24/2017	25,158	2301 N RAUL LONGORIA	SAN JUAN	2:32:52 PM	2:34:49 PM	2:41:26 PM	2:56:58 PM	14:56:58
7/24/2017	25,174	200 E ELDORA RD	SAN JUAN	4:11:42 PM	4:12:40 PM	4:15:18 PM	4:27:26 PM	16:45:17
7/24/2017	25,200	2301 N RAUL LONGORIA	SAN JUAN	8:03:07 PM	8:03:22 PM	8:14:50 PM	12:00:00 AM	0:00:00
7/25/2017	25,226	601 W MESQUITE ST	SAN JUAN	5:55:02 AM	5:55:18 AM	6:03:53 AM	12:00:00 AM	0:00:00
7/25/2017	25,227	1516 N MARY ANN ST	SAN JUAN	7:01:24 AM	7:01:57 AM	7:08:36 AM	7:22:17 AM	7:32:49
7/25/2017	25,246	611 W 3RD ST	SAN JUAN	10:22:17 AM	10:22:33 AM	10:29:29 AM	10:53:54 AM	11:05:44
7/25/2017	25,248	W BUSINESS 83 & S LINCOLN	SAN JUAN	11:01:21 AM	11:01:37 AM	11:06:33 AM	11:18:32 AM	11:32:11
7/25/2017	25,263	N IOWA AVE & E RAILROAD ST	SAN JUAN	12:48:52 PM	12:49:16 PM	12:55:41 PM	1:10:31 PM	13:22:39
7/25/2017	25,271	2701 GRANDORA DR	SAN JUAN	2:57:17 PM	2:57:30 PM	3:03:30 PM	3:19:52 PM	15:37:36
7/25/2017	25,272	130 E 3RD ST	SAN JUAN	3:05:43 PM	3:05:54 PM	3:11:54 PM	3:25:38 PM	15:37:11
7/25/2017	25,277	805 W RIDGE RD	SAN JUAN	4:01:31 PM	4:01:39 PM	4:04:46 PM	4:17:53 PM	16:33:17
7/25/2017	25,310	702 W MESQUITE ST	SAN JUAN	8:21:52 PM	8:22:27 PM	8:26:28 PM	8:45:58 PM	20:59:04
7/26/2017	25,335	2301 N RAUL LONGORIA	SAN JUAN	1:05:16 AM	1:05:04 AM	1:11:49 AM	1:31:58 AM	1:44:38
7/26/2017	25,336	113 E CIRO DR	SAN JUAN	1:45:36 AM	1:45:54 AM	1:51:56 AM	2:05:43 AM	2:14:40

trip_date	run_number	puaddr	pucity	calltime	disptime	atstime	tratime	atdtime
7/26/2017	25,342	120 W 3RD ST	SAN JUAN	5:15:26 AM	5:15:32 AM	5:21:55 AM	5:42:01 AM	5:53:46
7/26/2017	25,356	200 W EXPRESSWAY 83	SAN JUAN	8:53:00 AM	8:53:12 AM	8:56:03 AM	9:09:16 AM	9:16:51
7/26/2017	25,357	805 W RIDGE RD	SAN JUAN	9:20:07 AM	9:20:18 AM	9:26:21 AM	9:36:48 AM	9:57:38
7/26/2017	25,361	312 SILVIA CIR	SAN JUAN	10:04:03 AM	10:04:12 AM	10:09:04 AM	10:26:09 AM	10:42:05
7/26/2017	25,374	517 W 8TH ST	SAN JUAN	12:36:06 PM	12:36:20 PM	12:47:00 PM	12:00:00 AM	0:00:00
7/26/2017	25,430	605 BAILY DR	SAN JUAN	7:05:49 PM	7:06:03 PM	7:12:00 PM	7:23:32 PM	19:36:02
7/26/2017	25,440	400 N IOWA AVE	SAN JUAN	8:04:01 PM	8:04:17 PM	8:06:29 PM	8:44:56 PM	20:59:37
7/26/2017	25,451	500 JUSTICE ST	SAN JUAN	9:37:34 PM	9:48:31 PM	9:58:35 PM	10:27:38 PM	22:43:18
7/26/2017	25,459	104 W 17TH ST	SAN JUAN	11:17:49 PM	11:18:05 PM	11:24:39 PM	11:36:17 PM	23:49:00
7/27/2017	25,476	805 W RIDGE RD	SAN JUAN	5:06:25 AM	5:06:31 AM	5:13:03 AM	12:00:00 AM	0:00:00
7/27/2017	25,482	1516 MARY ANN	SAN JUAN	7:20:42 AM	7:20:54 AM	7:28:05 AM	7:36:56 AM	7:52:05
7/27/2017	25,489	1415 DOUGLAS ST	SAN JUAN	8:45:25 AM	8:46:39 AM	8:50:48 AM	9:04:44 AM	9:25:13
7/27/2017	25,499	511 SAN MARTIN	SAN JUAN	10:01:52 AM	10:02:11 AM	10:08:42 AM	10:23:38 AM	10:39:04
7/27/2017	25,502	106 SUNSET DR	SAN JUAN	10:18:17 AM	10:19:56 AM	10:30:15 AM	10:43:37 AM	10:58:42
7/27/2017	25,513	807 W CITRUS ST	SAN JUAN	12:43:54 PM	12:44:08 PM	12:51:37 PM	1:11:30 PM	13:25:08
7/27/2017	25,518	207 E GARFIELD ST	SAN JUAN	1:47:30 PM	1:47:39 PM	1:53:44 PM	2:03:12 PM	14:17:23
7/27/2017	25,533	200 W EXPRESSWAY 83	SAN JUAN	4:36:49 PM	4:36:56 PM	4:42:59 PM	4:53:32 PM	17:02:33
7/27/2017	25,535	400 N IOWA AVE	SAN JUAN	4:48:45 PM	4:48:57 PM	4:54:19 PM	5:12:10 PM	17:27:30
7/27/2017	25,541	220 LOS LAURELES DR	SAN JUAN	5:27:38 PM	5:34:33 PM	5:47:11 PM	6:05:38 PM	18:25:49
7/27/2017	25,548	1205 N RAUL LONGORIA RD	SAN JUAN	6:20:24 PM	6:20:44 PM	6:23:50 PM	6:39:12 PM	18:52:57
7/27/2017	25,579	802 SAN MATEO	SAN JUAN	10:39:27 PM	10:39:33 PM	10:47:25 PM	12:00:00 AM	0:00:00
7/27/2017	25,580	RAUL LONGORIA & OWASSA RD	SAN JUAN	10:47:26 PM	10:47:34 PM	10:53:21 PM	12:00:00 AM	0:00:00
7/27/2017	25,587	202 SOUTHBRIDGE LN	SAN JUAN	11:48:27 PM	11:48:51 PM	11:54:37 PM	12:11:28 AM	0:25:01
7/28/2017	25,604	110 JUSTICE LANE	SAN JUAN	6:12:31 AM	6:12:33 AM	6:20:17 AM	6:37:15 AM	6:55:10
7/28/2017	25,614	202 W BUSINESS 83	SAN JUAN	8:35:42 AM	8:35:57 AM	8:41:19 AM	8:59:48 AM	9:09:30
7/28/2017	25,652	601 W MESQUITE ST	SAN JUAN	3:34:12 PM	3:34:27 PM	3:41:16 PM	3:54:46 PM	16:18:02
7/28/2017	25,657	2301 N RAUL LONGORIA	SAN JUAN	4:12:23 PM	4:12:37 PM	4:16:33 PM	4:29:05 PM	16:53:45
7/28/2017	25,664	1208 SUN VALLEY ST	SAN JUAN	4:53:47 PM	4:54:18 PM	5:02:58 PM	5:18:22 PM	17:38:27
7/28/2017	25,687	500 W EXPRESSWAY 83	SAN JUAN	8:22:05 PM	8:22:13 PM	8:33:54 PM	8:58:30 PM	21:09:09
7/28/2017	25,711	905 S LINCOLN AVE	SAN JUAN	11:28:50 PM	11:28:57 PM	11:34:09 PM	11:51:47 PM	0:04:02
7/28/2017	25,712	IRD & BUS 83	SAN JUAN	11:41:24 PM	11:41:37 PM	11:45:33 PM	12:00:04 AM	0:10:45
7/29/2017	25,784	313 E SALAZAR ST	SAN JUAN	4:20:03 PM	4:20:17 PM	4:20:58 PM	4:41:16 PM	16:55:49
7/29/2017	25,791	SIoux & CESAR CHAVEZ	SAN JUAN	6:09:17 PM	6:09:27 PM	6:13:30 PM	12:00:00 AM	0:00:00
7/29/2017	25,793	314 W CIRQ DR	SAN JUAN	6:27:30 PM	6:27:46 PM	6:32:24 PM	6:42:42 PM	18:53:31
7/29/2017	25,804	1212 COIL DR	SAN JUAN	8:19:27 PM	8:19:50 PM	8:24:58 PM	8:34:57 PM	20:51:23
7/29/2017	25,818	4202 N RAUL LONGORIA RD	SAN JUAN	10:50:37 PM	10:50:49 PM	10:53:51 PM	11:03:26 PM	23:14:17
7/30/2017	25,831	607 S VETERANS	SAN JUAN	12:44:51 AM	12:45:11 AM	12:52:43 AM	12:00:00 AM	0:00:00
7/30/2017	25,852	1013 E 13TH ST	SAN JUAN	7:38:11 AM	7:38:22 AM	7:47:29 AM	8:05:14 AM	8:20:28
7/30/2017	25,865	601 W MESQUITE ST	SAN JUAN	12:07:10 PM	12:07:25 PM	12:14:09 PM	12:35:38 PM	12:49:00
7/30/2017	25,902	901 W EXPRESSWAY 83	SAN JUAN	6:36:29 PM	6:36:39 PM	6:36:41 PM	6:43:42 PM	18:58:17
7/30/2017	25,915	206 W 10TH ST	SAN JUAN	8:51:00 PM	8:51:10 PM	8:54:01 PM	9:07:36 PM	21:15:54
7/30/2017	25,925	1325 MAYFAIR ST	SAN JUAN	11:02:52 PM	11:03:07 PM	11:15:54 PM	11:29:57 PM	23:41:25
7/30/2017	25,931	607 W CITRUS AVE	SAN JUAN	11:36:49 PM	11:37:03 PM	11:43:43 PM	12:02:55 AM	0:12:01
7/31/2017	25,956	200 W FM 495	SAN JUAN	5:40:41 AM	5:40:51 AM	5:47:10 AM	5:56:37 AM	6:08:28

Community Events

Jul-17



Date	Address	Event
7/15/2017	2301 N Raul Longoria	LEERRT OP
7/25/2017	805 W RIDGE RD	Operation Lone Star
7/26/2017	805 W RIDGE RD	Operation Lone Star
7/27/2017	805 W RIDGE RD	Operation Lone Star
7/28/2017	805 W RIDGE RD	Operation Lone Star



Carlos Alaniz.,
Act Lieutenant

"The Friendly City"

July 2017
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	3
311	Medical Call	36
142/143	Grass/Brush Fires	6
131	Vehicle Fires	2
700/750	False Alarms	4
154	Trash Fires	4
550/551	Assist other Agency/Dept.:	1
651	Smoke Scare	5
111	Structure Fires	1
1101	Equipment Fire	0
412	Gas Leak	0
0418100	Attempted burning, Illegal action	0
600	Good Intent Call	3
611	Cancelled in Route	0
622	Wrong Location/No Incident Found	0
541	Bee attack/ Animal Problem	2
331	Child Locked in a Vehicle	2
440/1601	Electrical Equipment Problem (Pole)	2
1131	Cooking Fire	0
100	Fire, Other	0
Grand Total:		82

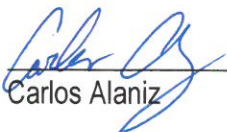
Call Volume for each shift:

-A Shift= 39

-B Shift= 35

-C Shift= 18

Respectfully Submitted by,


Carlos Alaniz

08-01-2017
Date



P.O. Box 6767
McAllen, TX 78502

Bus: 956-661-4100
Fax: 956-661-4101

Summary

911

911

Executive

August 14,

2017

Date of Incident / Inquiry: July 2, 2017

Nature of Inquiry: Response time for run #22,583

Date Inquiry was Received: August 11, 2017

Date of Response to Inquiry: August 14, 2017

Received From: San Juan Fire Chief Tirso Garza

Received By: Mack Gilbert, Director of Operations Med Care EMS

Chief Garza,

I have reviewed the recordings and documentation from run # 22,583 which occurred on July 2, 2017 at 700 N Cesar Chavez Rd. Though the supervisor arrived on scene within 8 minutes the ambulance did not arrive until the 14 minute mark. This was due to a call taker error and crew error in choice of routes. Appropriate corrective measures including remediation and disciplinary actions have been taken.



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

Med-Care Response Times

July 2017

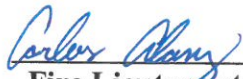
Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
07-01-17	608	I rd. & Bus 83	02:36am	02:46am	10 Min	Medical Call
07-02-17	609	700 N. Cesar Chavez	12:58pm	01:18pm	20 Min	MVC
07-03-17	614	Stewart & Moore	06:44pm	06:59pm	15 Min	MVC
07-03-17	615	608 Pueblo	07:56pm	08:09pm	13 Min	Bee Attack
07-03-17	616	113 Alfredo	08:31pm	08:39pm	8 Min	Medical Call
07-03-17	617	701 Kennedy	11:45pm	11:54pm	9 Min	Medical Call
07-04-17	618	2205 South Stewart	11:09am	11:16am	7 Min	Medical Call
07-04-17	619	300 East Chaparral	12:34pm	12:48pm	14 Min	Medical Call
07-04-17	622	704 Lucky	11:27pm	11:35pm	8 Min	Medical Call
07-04-17	623	1001 South Standard	11:29pm	11:39pm	10 Min	Medical Call
07-05-17	626	208 East Chaparral	12:40am	12:47am	7 Min	Medical Call
07-05-17	627	424 West Business 83	04:59am	05:08am	9 Min	Medical Call
07-06-17	630	700 North Nebraska	08:38am	08:41am	3 Min	MVC
07-06-17	631	600 East Expressway 83 Eastbound	10:15am	10:27am	12 Min	MVC
07-07-17	633	11 th Street & Nebraska	09:27am	09:38am	11 Min	Medical Call

July 2017

07-08-17	636	100 West Jaime	10:39pm	10:42pm	3 Min	Medical Call
07-08-17	637	Nebraska & Business 83	10:58pm	11:01pm	3 Min	MVC
07-09-17	640	400 West Frontage	07:52pm	07:59pm	7 Min	MVC
07-10-17	641	700 East Expressway 83 Westbound	10:18AM	10:32AM	14 Min	MVC
07-10-17	642	300 North Nebraska	06:34pm	06:43pm	9 Min	Medical Call
07-14-17	646	1229 South Standard	11:26am	11:34am	8 Min	Medical Call
07-14-17	647	Ridge & Nebraska	06:03pm	06:04pm	1 Min	MVC
07-15-17	650	1 st Street & Iowa	04:31pm	16:41pm	10 Min	MVC
07-16-17	652	3907 Yesinia	01:34pm	01:37pm	3 Min	Medical Call
07-17-17	653	311 East 14 th ½ Street	01:31pm	01:41pm	10 Min	Medical Call
07-17-17	654	703 Shufford	03:33pm	03:41pm	12 Min	Child Locked In Vehicle
07-18-17	657	2306 Fresno	10:20pm	10:28pm	8 Min	Medical Call
07-19-17	658	907 West Huisache	01:31pm	01:35pm	4 Min	Medical Call
07-20-17	659	307 Sandy Lot 307	04:54pm	04:54pm	1 Min	Medical Call
07-21-17	661	2407 Fern	07:15am	07:20am	5 Min	Medical Call
07-21-17	662	Standard & Westt 11 th Street	08:38pm	08:45pm	7 Min	MVC
07-23-17	664	2 nd Street & Zapata	07:06am	07:12am	6 Min	MVC
07-24-17	666	200 East Eldora	04:12pm	04:17pm	5 Min	Medical Call
07-25-17	667	601 West Mesquite	06:10am	06:17am	7 Min	Medical Call
07-25-17	668	Business 83 & Lincoln	11:00am	11:08am	8 Min	MVC
07-26-17	671	113 East Ciro	01:50am	01:56am	6 Min	Medical Call
07-27-17	673	1516 Maryann	07:23am	07:30am	7 Min	Medical Call
07-27-17	674	1415 Douglas	08:43am	08:53am	10 Min	Medical Call
07-27-17	675	5009 Azteca	09:25am	09:31am	6 Min	Medical Call

July 2017

07-27-17	676	511 San Martin	10:03am	10:08am	5 Min	Medical Call
07-28-17	679	2301 North Raul Longoria	04:12pm	04:18pm	6 Min	Medical Call
07-28-17	680	500 West Expressway 83 Eastbound	10:24pm	10:37pm	13 Min	MVC
07-29-17	683	Cesar Chavez & Sioux Road	06:11pm	06:14pm	3 Min	MVC
07-29-17	685	4202 North Raul Longoria	10:50pm	10:56pm	6 Min	Medical Call
07-30-17	687	601 West Mesquite	12:09pm	12:18pm	9 Min	Medical Call
07-31-17	689	733 Carmen	09:25pm	09:33pm	8 Min	Medical Call


Fire Lieutenant

08-01-2017
Date

Fire Inspections JULY 2017

	Date	Name of Business	Address	Contact	Phone #	New/ Annual	Inspector	App/Deny
1	July 6, 2017	Dallas Black Gold Tires	2411 North Veterans	Joaquin Garcia	956-601-6609	Annual	O. Lopez	Approved
2	July 6, 2017	D N A Nails & Barber Shop	2012 N Raul Longoria, Ste B	Felicia Salazar	956-414-7474	Annual	O. Lopez	Denied
3	July 6, 2017	San Juan EDC	905 West 1st, Ste C&D	Leonel Pedraza	956-533-5305	New	O. Lopez	Approved
4	July 6, 2017	La Curva Taqueria	2912 N Raul Longoria	Reynaldo Montanez	956-681-9629	Annual	O. Lopez	Denied
5	July 12, 2017	El Recreo ADC	1618 North Veterans, Ste F	Pedro Espinoza	956-821-4111	Annual	O. Lopez	Approved
6	July 12, 2017	Pettys Child Care	154 Dianna	Petra Flores	956-292-5369	Annual	O. Lopez	Approved
7	July 12, 2017	La Concha De La Lora Carwash	700 W Bus 83		956-510-9842	New	O. Lopez	Denied
8	July 13, 2017	Pollo Frito Canper	3010 N Raul Longoria	Rosa Elia Cantu	956-777-4838	Annual	O. Lopez	Approved
9	July 18, 2017	Bambino's Mex Ices	2812 N Raul Longoria, Ste 2	Eduardo Salazar	956-375-7436	Annual	O. Lopez	Denied
10	July 18, 2017	Little Caesars	106 E 495, Ste 106	Migdalia Balderas	956-588-6345	Annual	O. Lopez	Approved
11	July 20, 2017	Bambino's Mex Ices	2812 N Raul Longoria, Ste 2	Eduardo Salazar	956-375-7436	Annual	O. Lopez	Approved
12	July 20, 2017	Los Plebes Carwash	1300 E Bus. 83	Edgar Acosta	956-438-0157	New	O. Lopez	Approved
13	July 26, 2017	Hidalgo County Resource	(Overhead Hydro)	Juan Puentes	956-203-3644	New	O. Lopez	Approved
14	July 26, 2017	Foster Home	1007 Paisano	Araceli Cabrera	956-605-1011	Annual	O. Lopez	Approved
15	July 26, 2017	D N A Nails & Barber Shop	2012 N Raul Longoria, Ste B	Felicia Salazar	956-414-7474	Annual	O. Lopez	Approved
16	July 27, 2017	Public Safety Building	(Underground Hydro)	Rogelia Flores	956-519-7111	New	O. Lopez	Approved
17	July 27, 2017	San Juan EDC	905 West 1st, Ste C&D	Yvonne Lopez	956-533-5305	New	O. Lopez	Approved
18								
19								
20								
21								
22								
23								
24								
25								
26								

FUEL LOG

JULY 2017

[illegible]

Total Gallons of Diesel

404.3

FUEL LOG

JULY 2017

DATE	TIME	UNIT/GAS CONTAINER	GALLONS	OFFICER IN CHARGE
7/5/2017	8:30 a.m.	1201	22.4	J. Flores
7/7/2017	7:45 a.m.	1200	25	J. Escobedo
7/10/2017	2:25 p.m.	1202	20	J. Flores
7/11/2017	11:24 a.m.	Container	9	J. Salinas
7/12/2017	8:32 a.m.	1201	24	Chief Tirso Garza
7/14/2017	9:45 a.m.	1202	18	O. Lopez
7/18/2017	8:33 a.m.	1201	23	Chief Tirso Garza
7/25/2017	10:50 a.m.	1201	23.7	Chief Tirso Garza
7/26/2017	2:15 p.m.	1202	22	O. Lopez
7/26/2017	5:50 p.m.	1208	15	C. Alaniz
7/31/2017	2:30 p.m.	1201	23.3	Chief Tirso Garza

Total Gallons of Gasoline 225.4



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Ernesto "Neto" Guajardo
Raudel Maldonado
Pete Garcia

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

To: San Juan City Commission
From: Chief Juan Gonzalez
Date: 8/14/2017
Ref: Monthly Report

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

- **Statistics:**
 - Call for service: 1325
 - Incident reports: 232
 - Accidents: 56
 - Arrest: 70
 - Adult: 65
 - Juveniles: 5
- **Significant Incidents:**
 - No significant events to report
- **Federal & State Asset Forfeiture Program:**
 - Received no federal forfeiture fund.
 - Auction proceeds in the total of \$18,449.63
- **Special Grant Details:**
 - **Stone Garden:** No overtime to report
 - **Border Star:** No overtime to report
 - **TxDot Traffic Enforcement:** No overtime to report.
- **New Public Safety Building:**
 - Proceeding on schedule
- **New Personnel:**
 - **Peace Officers:**
 - 3 new Officers in Training
 - Civil Service test was administered for new Police Officer positions
 - **Tele-communicators:**
 - 2 new Dispatcher in training,

Respectfully

CHIEF JUAN GONZALEZ

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



Mayor: Mario Garza
Mayor Pro-Tem: Jesus “Jesse” Ramirez
Commissioners: Ernesto “Neto” Guajardo
Raudel Maldonado
Pete Garcia

MEMORANDUM

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Accounting Manager
Date: August 15, 2017
Subject: Monthly Departmental Report

Finance Department

Department Description

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

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

Additional Information

- 6 STAFF MEMBERS
- Maintained 25 funds, assisted 24 departments, and posted 2,560 journal entries, issued 3,589 disbursement checks, and processed 4,620 payroll checks and direct deposits during the months of October 2016 –July 2017.
- New Bond 2017 Issuance and received.
- Open Gov. Application-Transparency Program- Completed
- Annual Audit 2015-2016 Completed
- Fiscal Year Budget with City Commission on Goals and Objectives Fiscal Yr 2017/18
- Meetings with Departments on Fiscal Year Budget 2017/2018
- Manage a 21.9 million budget
 - General Fund Budget of 10.3 million
 - Utility & Sanitation Fund 6.9 million
 - Debt Service Fund 1.6 million
 - Other Funds 3.1 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 6,321 water and 9,255 sewer accounts.
- North Alamo Water Supply Corporation service 3,206 water accounts
- Per Audited Financial Report, in FY ending 9/30/2016, Utility Fund collected 5.4 million and Sanitation Fund 2.8 million with a combined 8.2 million.
- Payments are made by
 - 75.3 % paid in person
 - 1.4 % juniors
 - 14.2 % online
 - 6 % bank drafts
 - 3 % other locations
- Staff of 6 Employees

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Conduct a Public Hearing and Consider an Ordinance in First Reading for the Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Valley Food Mart #2”, located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, Block 4, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc. (Xavier Cervantes, Director of Planning)

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is taking over the business formally known as SJ Mart under the name of “Valley Food Mart #2”. The convenience store is located at the Southwest corner of 1st Street and Nebraska Avenue. The applicant is applying for a conditional use permit for the Sale of Alcoholic Beverages for off-premise consumption only.

The applicant is proposing to sell alcohol Monday thru Friday from 6:00 a.m. to 12:00 p.m., Saturdays from 6:00 a.m. to 1:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.

Staff mailed a notice of the public hearing to twenty (20) property owners within a two hundred (200) feet radius and received one letter and one e-mail in opposition to this request.

RECOMMENDATION:

The Planning and Zoning Commission unanimously recommended approval of the conditional use permit during their August 7 meeting.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/07/2017
CITY COMMISSION – 08/22/2017
DATE PREPARED – 08/14/2017

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the “Valley Food Mart #2”.
APPLICANT:	AA Family, Inc.
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lots 7 and 8, Block 4, San Juan Original Townsite Subdivision.
LOCATION:	Located at the Southwest corner of Nebraska Avenue and 1 st Street.
CURRENT USE OF PROPERTY:	Convenience store.
EXISTING LAND USE AND ZONING:	<u>North</u> – Institutional; Single-Family Residence District (R-S) <u>South</u> – Vacant; Neighborhood Commercial District (C-2) <u>West</u> – Residential; Single-Family Residence District (R-S) <u>East</u> – Vacant; Neighborhood Commercial District (C-2)
ACCESS AND CIRCULATION:	This property has access onto 1 st Street and Nebraska Avenue.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the conditional use permit for the Sale of Alcoholic Beverages for Off-Premise Consumption with conditions as listed in the packet.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is taking over the business formally known as SJ Mart under the name of "Valley Food Mart #2". The convenience store is located at the Southwest corner of 1st Street and Nebraska Avenue. The applicant is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption only.

The applicant is proposing to sell alcohol Monday thru Friday from 6:00 a.m. to 12:00 p.m., Saturdays from 6:00 a.m. to 1:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty (20) property owners within a two hundred (200) feet radius and received a letter and e-mail against this request.

Staff recommends approval subject to the following conditions:

1. The applicant must install security cameras as per the City's *Security Cameras Ordinance*.
2. The proposed alcohol sale hours are Monday thru Friday from 6:00 a.m. to 12:00 p.m., Saturdays from 6:00 a.m. to 1:00 a.m. and Sundays from 7:00 a.m. to 12:00 p.m.
3. The applicant must agree to update the alcohol license with the city every year.
4. No loading or unloading of merchandise in a public street.

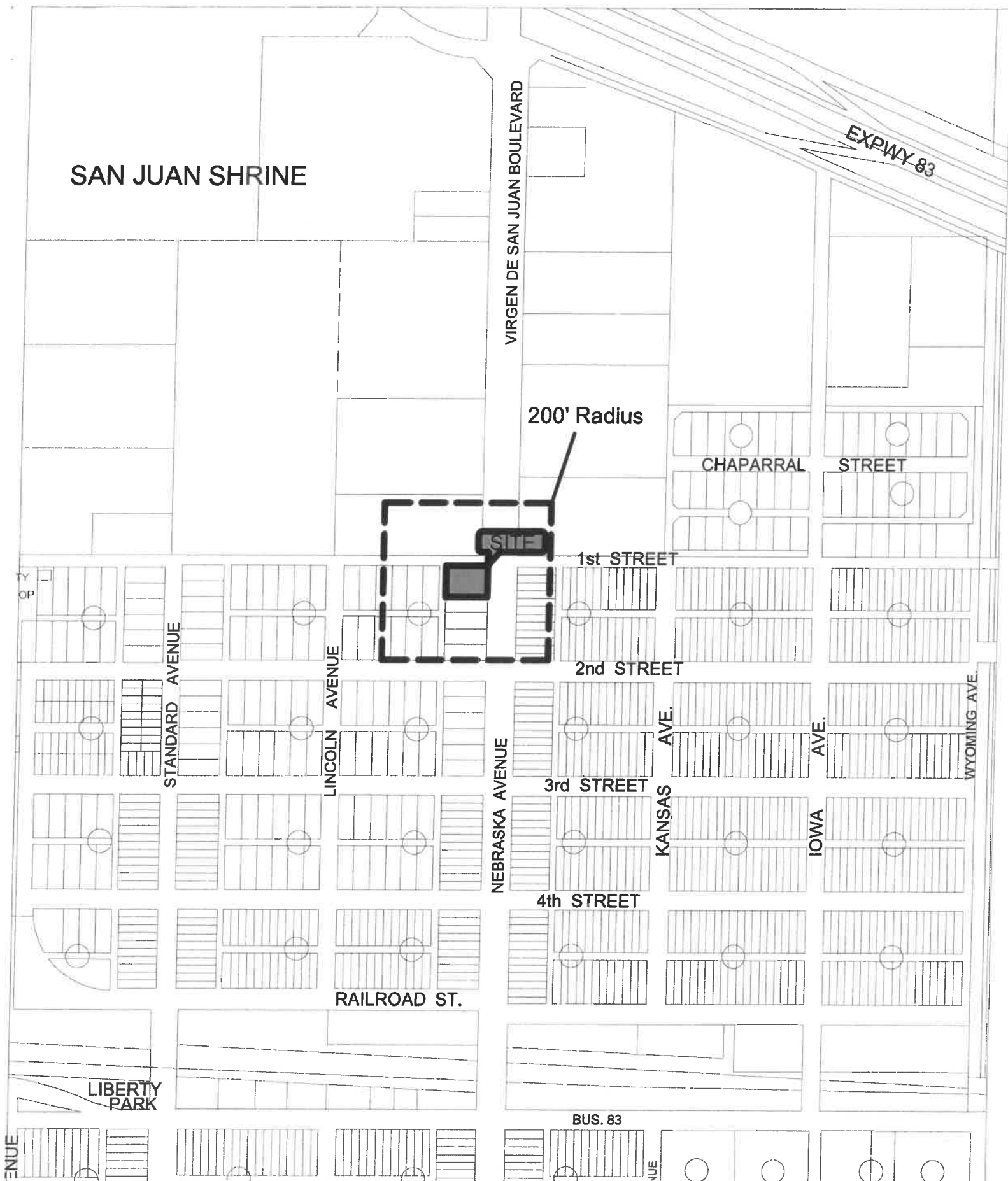
ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Operation Hours Letter
E-mail and Letter against the request
Incident report
List of neighboring property owners receiving notice
Photos
Ordinance

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/07/17 Commissioner Alaniz made a motion to approve the conditional use permit request as recommended by Staff. Commissioner Gonzalez seconded the motion. The motion passed with a (5-0) vote.

Mr. Cervantes explained that this is an existing convenience store at the corner of West 1st Street and S. Nebraska Avenue that is before the Board for the sale of alcohol since that there is a change of ownership. He said that there were a few letters in opposition because there is a school nearby.



Legend

-  CITY LIMITS
-  Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Valley Food Mart #2" located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc.





Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Valley Food Mart #2" located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc.



SAN JUAN SHRINE

VIRGEN DE SAN JUAN BOULEVARD

EXPWY 83

CHAPARRAL STREET

STREET

FIRST STREET

1ST STREET

STANDARD AVENUE

LINCOLN AVENUE

NEBRASKA AVENUE

2ND STREET

3RD STREET

4TH STREET

KANSAS AVE.

AVE.

IOWA

RAILROAD

STREET

LIBERTY PARK

BUS. 83

Zoning Districts

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

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Valley Food Mart #2" located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc.



AFFIDAVIT

July 11, 2017

To whom it may concern:

I, **AA Family Inc.** am requesting a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed "**Valley Food Mart #2**" located at **102 N. Nebraska Avenue**, legally described as the **Lots 7 and 8, San Juan Original Townsite Subdivision.**

The sale of alcohol will be:

Monday from 6:00 a.m. to 12:00 p.m.

Tuesday from 6:00 a.m. to 12:00 p.m.

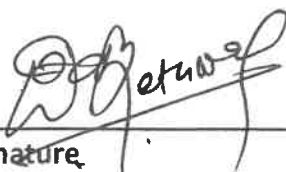
Wednesday from 6:00 a.m. to 12:00 p.m.

Thursday from 6:00 a.m. to 12:00 p.m.

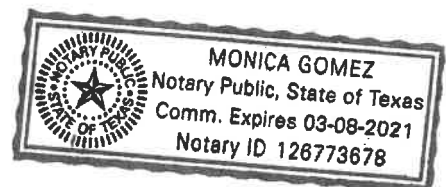
Friday from 6:00 a.m. to 12:00 p.m.

Saturday from 6:00 a.m. to 1:00 a.m.

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


Signature


Notary Public



Alfredo Peña

11738 Sagittarius Dr. W.
Willis, TX 77318
713-483-4235
pena.al@gmail.com

July 26, 2017

Xavier Cervantes
709 S. Nebraska Ave.
San Juan, TX 78589

Dear Mr. Cervantes

Reference the application of AA Family, Inc. for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the Valley Food Mart #2 store and the hearing on this matter that will be held on August 3, 2017. I live in Willis, Texas and will not be able to attend said hearing. However, I request that the following statement to be taken into consideration and if possible I would hope my statement is read at the hearing.

My sister, Maria D. Arcos and I own the two lots immediately to south of the subject property, said lots being 104 and 106 N. Nebraska.

First of all let me say that I think there are plenty of locations in San Juan that already sell alcohol and one more such facility within the city limits is certainly not necessary or desirable. Not allowing this facility to sell alcohol would cause no hardship to anyone and would only spread the scourge of alcohol in the community. I vehemently protest this application and as the property owner adjoining the property request that the application be denied.

Furthermore, please consider: (1) the area between our lots and the Valley Food Mart is usually overgrown with un-mowed grass and weeds and full of litter including lottery tickets, food wrappers and empty bottles. (2) This facility is in a block that is mostly residential property. Regardless of how the city has chosen to zone this area, I suspect that 98% of the square footage in this block is residential property. (3) Lastly but most alarming is the fact that the City of San Juan allows the sale of alcohol right across the street from a public school! I guarantee you that the children attending that school have witnessed more than one person consuming alcohol within and close to the vicinity of the Valley Food Mart #2. I can personally attest to this as I observed such activity the last time I was in the area. The sale of alcohol in such close proximity to a school should not be allowed.

Your Truly,
Alfredo Peña





Monica Gomez <mgomez@cityofsanjuantexas.com>

Fwd: Regarding: Application of AA Family, Inc. for Conditional Use Permit to allow Sale of Alcoholic Beverages for Off Premise Consumption

1 message

Xavier Cervantes <xcervantes@cityofsanjuantexas.com>

Wed, Jul 26, 2017 at 4:41 PM

To: Monica Gomez <mgomez@cityofsanjuantexas.com>

This also goes in the packet.

Xavier Cervantes, AICP
Director of Planning
City of San Juan, Texas
(956) 223-2220
Fax (956) 787-5978

----- Forwarded message -----

From: **Dee Arcos** <maitasgarden@gmail.com>

Date: Wed, Jul 26, 2017 at 4:39 PM

Subject: Regarding: Application of AA Family, Inc. for Conditional Use Permit to allow Sale of Alcoholic Beverages for Off Premise Consumption

To: Xavier Cervantes <xcervantes@cityofsanjuantexas.com>

To: Mr. Xavier Cervantes

From Maria D. Arcos, 1306 Third St., Granbury, TX 76048

Date: July 26, 2017

Mr. Cervantes,

I respectfully request this letter of protest be read at the Public Hearing and or that you include this letter of protest, in the Agenda packets for City Council members and or City Commissioners and or the members of Planning and Zoning Commission.

This letter is in response to the notice I received from the City of San Juan, regarding the Public Hearing which will be held on August 3, 2017, at which Hearing will be considered the application of AA Family, Inc. for a Conditional Use Permit to allow Sale of Alcoholic Beverages for Off Premise Consumption at Valley Food Mart #2.

I also, like my brother, Al Pena, strongly oppose the granting of the Conditional Use Permit to allow Sale of Alcoholic Beverages at the Valley Food Mart #2.

My brother Al Pena and I, Maria D Arcos, own the two lots 104 and 106 N. Nebraska, which are located immediately south of the subject property requesting said Conditional Use Permit for Sale of Alcoholic Beverages.

Please note that Valley Food Mart #2 is located in very close proximity to the location of a school, It is my opinion and I feel strongly about it, that allowing the sale of alcohol beverages at the Valley Food Mart #2 will be detrimental to the welfare of the students attending this specific school, said school is located immediately north of the Valley Food Mart #2.

My current address is 1306 Third St, Granbury, TX 76048 and I will not be able to attend the Public Hearing set for August 3, 2017, where the subject application will be considered.

Once again, I ask that you please consider denying the application of AA Family, Inc. for Conditional Use Permit to Allow Sale of Alcoholic Beverages for Off Premise Consumption at Valley Food Mart #2.

Sincerely,

Maria D. Arcos

Incidents Report -SAN JUAN POLICE DEPARTMENT

Sorted by Incident_Number, Supp_ID, Agency, Report_Date

Report_Date : 07/01/2015 00:00 - 07/27/2017 23:59

Block_Number : 102, 102

Street : Nebraska

AddressCategory : LOCAL ADDRESS

Incident # / Officer	Report Date	Description	Incident Address	Victims	Subjects	Offenses	Offense	Status Case
13-02287(1) Moya, J	03/18/2016 00:00		102 N NEBRASKA AVENUE SAN JUAN, TX 78589					
15-03046(0) Monroy, J	11/30/2015 21:21	THEFT	102 S NEBRASKA AVENUE SAN JUAN, TX 78589	SAN JUAN FOOD MART,	CRUZ, ZULEMA	THEFT < \$50	ACTIVE	INACTIVE
					UNKNOWN, UNKNOWN			
					UNKNOWN, UNKNOWN			
16-03154(0) Adame, A	12/29/2016 09:46	THEFT	102 N NEBRASKA SAN JUAN, TX 78589	SJ FOOD MART,	UNKNOWN,	THEFT (SHOPLIFTING)	ACTIVE	INACTIVE
16-03154(1) Sifuentes, L	05/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589					INACTIVE
17-00035(0) Lince, W	01/05/2017 12:59	CRIMINAL TRESPASS	102 N NEBRASKA SAN JUAN, TX 78589	KARINA MENDOZA c/o	GARZA, JEREMY JOSEPH	CRIMINAL TRESPASS	ACTIVE	INACTIVE
17-00035(1) Cerrillo, J	01/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589					INACTIVE
17-00373(0) Quiroz, M	02/11/2017 13:54	GRAFFITI	102 N NEBRASKA SAN JUAN, TX 78589	SJ FOOD MART,	UNKNOWN, UNKNOWN	GRAFFITI	ACTIVE	INACTIVE
					MENDOZA, KARINA			
17-00373(1) Sifuentes, L	05/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589					INACTIVE
17-01265(0) Lopez, E	06/04/2017 07:30	THEFT	102 N NEBRASKA SAN JUAN, TX 78589	SAN JUAN FOOD MART,	UNKNOWN, UNKNOWN	THEFT < \$50	ACTIVE	CLOSED
17-01265(1) Cerrillo, J	06/07/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589					CLOSED
17-01411(0) Ramirez, J	06/21/2017 18:00	DOG BITE	102 N NEBRASKA SAN JUAN, TX 78589					ACTIVE

11 Records Selected

Calls For Service Report - SAN JUAN POLICE DEPARTMENT

Sorted by Call_Number, Call_Date, Call_Time

Call_Date : 07/01/2015 00:00 - 07/27/2017 23:59

Block_Number : 102, 102

Street : Nebraska

Street_Type : AVENUE

AddressCategory : LOCAL ADDRESS

Call Number	Date	Time	Agency	Call Type	Callers	Address	Zone	District	Disposition	Officer / Unit Role	Racial Profile Data
15-10127	07/09/2015	14:16:50	SAN JUAN PD	FORGERY/COUN TERFEITING	MENDOZA,CARINA	102 N NEBRASKA AVENUE			OTHER	464 - Ramirez, J	NO
	Sent To Dispatch-	07/09/2015 14:19:45				SAN JUAN, TX 78589				Primary	
15-17329	11/30/2015	21:21:02	SAN JUAN PD	THEFT	SULEMA	102 S NEBRASKA AVENUE	1	B3	REPORT	490 - Monroy, J	NO
15-03046	Sent To Dispatch-	11/30/2015 21:22:14				SAN JUAN, TX 78589				Primary	
15-01068	01/19/2016	12:44:33	SAN JUAN PD	TRAFFIC STOP	RODRIGUEZ, AR R	102 S NEBRASKA AVENUE	1	B3	CITATION ISSUED	412 - RODRIGUEZ, AR R	NO
	Sent To Dispatch-	01/19/2016 12:44:48				SAN JUAN, TX 78589				Primary	
15-02026	02/05/2016	10:24:21	SAN JUAN PD	TRAFFIC STOP	RODRIGUEZ, AR R	102 S NEBRASKA AVENUE	1	B3	CITATION ISSUED	412 - RODRIGUEZ, AR R	NO
	Sent To Dispatch-	02/05/2016 10:24:42				SAN JUAN, TX 78589				Primary	
15-02268	02/22/2016	19:03:56	SAN JUAN PD	REQUEST TO SPEAK TO OFFICER	FLORES,MATEO	102 N NEBRASKA AVENUE			OTHER	484 - Lazo, J	NO
	Sent To Dispatch-	02/22/2016 19:04:21				SAN JUAN, TX 78589				Primary	
15-05993	04/19/2016	17:05:57		ACCIDENT	Judith hope sanchez	102 S NEBRASKA AVENUE	1	B3			NO
	Sent To Dispatch-	04/19/2016 17:09:29				SAN JUAN, TX 78589					
15-08388	06/04/2016	01:14:51	SAN JUAN PD	ALARM		102 S NEBRASKA AVENUE	1	B3	FALSE ALARM	490 - Monroy, J	NO
	Sent To Dispatch-	06/04/2016 01:16:46				SAN JUAN, TX 78589				Primary	
									FALSE ALARM	490 - Monroy, J	NO
									FALSE ALARM	490 - Monroy, J	NO
15-09102	06/17/2016	00:42:38	SAN JUAN PD	WAVE DOWN	Martinez, R	102 S NEBRASKA AVENUE	1	B3	BACKUP	472 - Lopez, A	
	Sent To Dispatch-	06/17/2016 00:42:47				SAN JUAN, TX 78589				Primary	
15-12533	09/27/2016	06:12:18	SAN JUAN PD	ALARM		102 N NEBRASKA AVENUE			OTHER	497 - Martinez, R	NO
	Sent To Dispatch-	08/27/2016 08:12:45				SAN JUAN, TX 78589				Primary	
15-13352	09/12/2016	18:50:32	SAN JUAN PD	ACCIDENT	KARINA	102 N NEBRASKA AVENUE			FALSE ALARM	495 - Hernandez, S	NO
	Sent To Dispatch-	09/12/2016 18:51:01				SAN JUAN, TX 78589				Primary	
15-13542	09/17/2016	05:37:31	SAN JUAN PD	ALARM	EXCELENT SECURITY	102 N NEBRASKA AVENUE			REPORT	497 - Martinez, R	NO
	Sent To Dispatch-	09/17/2016 05:38:02				SAN JUAN, TX 78589				Primary	
15-17438	12/12/2016	14:15:28	SAN JUAN PD	WELFARE CONCERN	Iupita	102 N NEBRASKA AVENUE			FALSE ALARM	484 - Lazo, J	NO
	Sent To Dispatch-	12/12/2016 14:15:25				SAN JUAN, TX 78589				Primary	
17-07912	08/14/2017	13:40:07	SAN JUAN PD	THEFT	JAIME,VIRIANA	102 N NEBRASKA AVENUE			OTHER	412 - RODRIGUEZ, AR R	NO
	Sent To Dispatch-	06/14/2017 13:41:18				SAN JUAN, TX 78589				Primary	
									OTHER	503 - Lizcano,	NO
										Primary	

07/27/2017 10:11

* There is more than one case number.

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Valley Food Mart #2" located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc.

Meritocracy Family Inc.
302 N. Frontier Ln.
Cedar Park, TX 78613

Guerra, Delia Hilda
620 S. Nebraska Ave.
San Juan, TX 78589

AA Family Inc.
102 S. Nebraska Ave.
San Juan, TX 78589

Vecchio, Maria Guadalupe
5310 Calle Divina
Edinburg, TX 78539

Pena, Alfredo and Patricia S.
11738 Sagittarius Dr.
Willis, TX 77318-5189

Pineda, Baltazar & Herminda T.
125 W. 1st Street
San Juan, TX 78589-

Arcos, Dolores and Dora Pena
1306 3rd Street
Granbury, TX 76048

Escot, Elizabeth Garcia
Ivan Garcia Escot
5924 S. Francisco Ave.
Chicago, IL 60629-2209

Vela, Angel G. and Rebeca
108 N. Nebraska Ave.
San Juan, TX 78589

Sandoval, Artemio
P.O. Box 1529
San Juan, TX 78589

Escalante, David
6912 Illusivo Ave.
Edinburg, TX 78542

Cantu, Hector Javier
725 Ridge Rd.
Alamo, TX 78516

Trevino, Alicia B.
911 E. Wright Ave.
Pharr, TX 78577

Reverend Raymundo J. Pena-Roman
Catholic Diocese of Brownsville
P.O. Box 2279
Brownsville, TX 78522

Serna, Patricia Trustee
Ruben and Librada Serna
100 W. Moore Rd. Lot 62
Pharr, TX 78577

Acosta, Robert
P.O. Box 577
Alamo, TX 78516

Garcia, Nicole L.
P.O. Box 372
San Juan, TX 78589

Cantu, Alfredo Jr.
111 E. 1st Street
San Juan, TX 78589

Murillo, Caridad
206 W. 3rd Street
San Juan, TX 78589

San Juan EDC
4810 N. Raul Longoria Rd Suite #5
San Juan, TX 78589

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Valley Food Mart #2" located at 102 S. Nebraska Avenue, legally described as Lots 7 and 8, San Juan Original Townsite Subdivision, as Requested by AA Family, Inc.



ORDINANCE NO. 17-

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION AT THE “VALLEY FOOD MART #2” STORE LOCATED AT 102 S. NEBRASKA AVENUE, LEGALLY DESCRIBED AS LOTS 7 AND 8, BLOCK 4, SAN JUAN ORIGINAL TOWNSITE SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, AA Family, Inc. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at the “Valley Food Mart #2” store.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to AA Family, Inc. has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed “Valley Food Mart #2.” located at the Northwest corner of Nebraska Avenue and 1st Street subject to the following conditions:

1. The applicant must install security cameras as per the City’s *Security Cameras Ordinance*.
2. The proposed alcohol sale hours are Monday thru Friday from 6:00 a.m. to 12:00 p.m., Saturdays from 6:00 a.m. to 1:00 a.m. and Sundays from 7:00 a.m. to 12:00 p.m.
3. The applicant must agree to update the alcohol license with the city every year.
4. No loading or unloading of merchandise in a public street.

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

PASSED and APPROVED on first reading on the 8th day of August, 2017.

PASSED and APPROVED on second and final reading on the 22nd day of August, 2017.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

**DIANA CAVAZOS
CITY SECRETARY**

**APPROVED BY:
PALACIOS, GARZA & THOMPSON, P.C.**

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Conduct a Public Hearing and Consider an Ordinance in First Reading for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed “The Hangout” bar located at 302 E. US Business 83, legally described as the West 165 feet of Lot 2 and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano. (Xavier Cervantes, Director of Planning)

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Arturo Medrano, the applicant, is proposing to open a bar under the name “The Hangout” at the Guajardo Commercial Plaza located at the Southeast corner of U.S. Business 83 and Kansas Avenue and for the sale of alcoholic beverages for On-premise consumption. The proposed days and hours of operation are Monday to Saturday from 5:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

Staff mailed a notice of the public hearing to twenty-five (25) property owners within a two hundred (200) feet radius and received no comments in favor or against this request.

RECOMMENDATION:

The Planning and Zoning Commission unanimously recommended approval of the conditional use permit subject to the list of conditions during their August 7 meeting.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/07/2017
CITY COMMISSION – 08/22/2017
DATE PREPARED – 08/14/2017

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale and On-Premise Consumption of Alcohol at the proposed “The Hangout” Bar.
APPLICANT:	Arturo Medrano
SURVEYOR/ENGINEER:	N/A
LEGAL:	The West 165 feet of Lot 2 and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision.
LOCATION:	302 E. US Business 83
CURRENT USE OF PROPERTY:	Vacant suites in an existing commercial plaza
PROPOSED USE OF PROPERTY:	Bar
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Commercial; Neighborhood Commercial District (C-2) <u>South</u> – Residential; Single-Family Residence District (R-S) <u>East</u> – Commercial; General Business District (C-2) <u>West</u> – Commercial; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access to Iowa Avenue.
PUBLIC SERVICES:	Water and Sewer Services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to the list of requirements.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is proposing to open a bar under the name "The Hangout" and is requesting a late hours permit until 2:00 a.m. The proposed days and hours of operation are Monday to Saturday from 5:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m. (see attached affidavit).

The following are the list of requirements for the proposed "The Hangout":

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site form a public street;
6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;
7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city's noise ordinance.
9. The applicant must provide security personnel at all times during events and must comply with the City's *Security Cameras Ordinance*.
10. The proposed days and hours of operation are Monday to Saturday from 5:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.
11. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
12. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.

**CONDITIONAL USE PERMIT
"THE HANGOUT"
AUGUST 22, 2017**

PAGE 3

13. There shall be no smoking inside the premises at any time.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-five (25) property owners within a two hundred (200) feet radius and received no comments in favor or against this request.

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Site Plan
Operation Hours Letter
List of neighboring property owners receiving notice
Photos
Ordinance

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/07/17 Commissioner Alaniz made a motion to approve the conditional use permit request subject to the list of requirements as recommended by Staff. Commissioner Gonzalez seconded the motion. The motion passed with a (5-0) vote.

Chairwoman Castillo asked if there is sufficient lighting in the parking lot area. Mr. Cervantes responded there is lighting in the parking lot but that he will do a careful evaluation.

Commissioner Alaniz asked if there had been any feedback from surrounding property owners. Mr. Cervantes said that surprisingly there had not been any comments from the surrounding property owners.

Mr. Cervantes reminded the applicant that the conditional use permit can be revoked at anytime if the requirements are not met.



Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout" bar located at 302 E. US Business 83, Suites legally described as the West 165 feet of Lot 2, and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano.



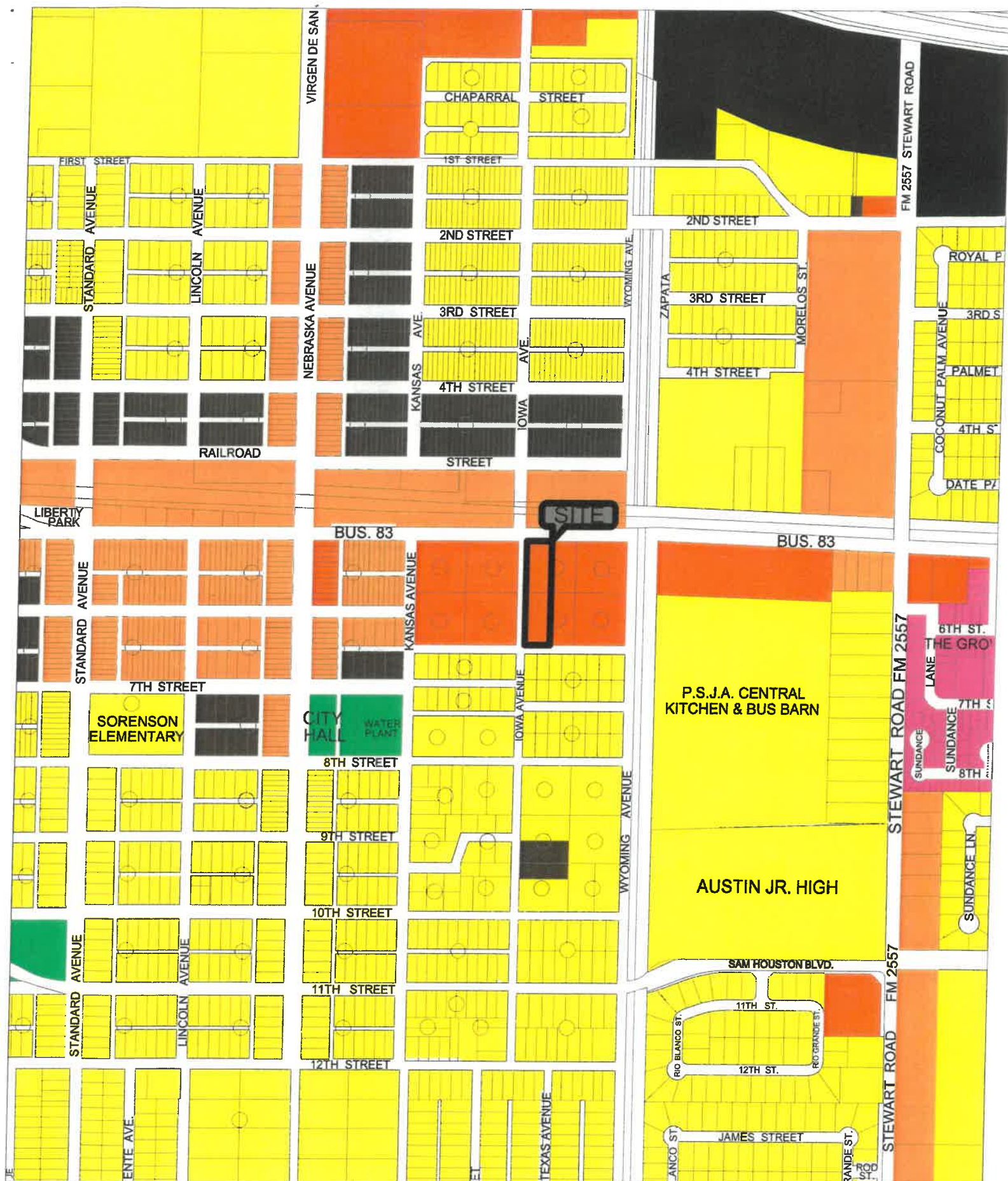


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout" bar located at 302 E. US Business 83, Suites legally described as the West 165 feet of Lot 2, and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano.





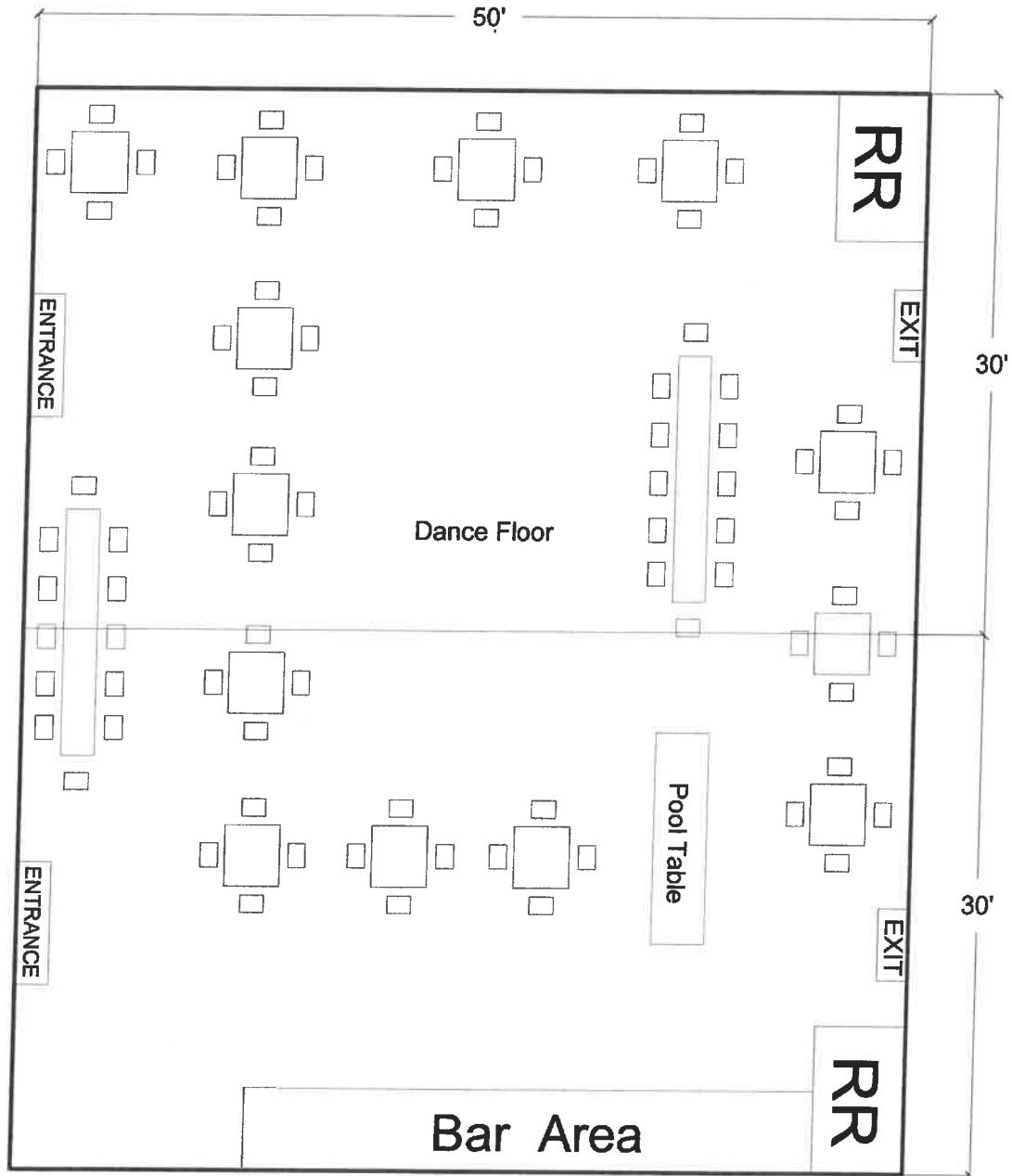
Zoning Districts

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

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout" bar located at 302 E. US Business 83, legally described as the West 165 feet of Lot 2, and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano.



Arturo Medrano
"The Hangout"
302 E. US Business 83



AFFIDAVIT

July 11, 2017

To whom it may concern:

I, **Arturo Medrano**, am requesting a Conditional Use Permit for the Late Hours Permit and for Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout " located at **302 E. U.S. Business 83, Suites #8-9**, legally described as the **W165'** of Lot 2, **W165'** of Lot 3, **Block A #2 Lettered Blocks (San Juan)**.

The sale of alcohol will be:

Monday from 5:00 p.m. to 2:00 a.m.

Tuesday from 5:00 p.m. to 2:00 a.m.

Wednesday from 5:00 p.m. to 2:00 a.m.

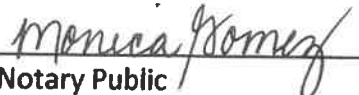
Thursday from 5:00 p.m. to 2:00 a.m.

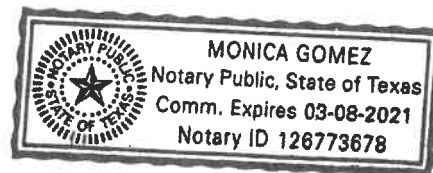
Friday from 5:00 p.m. to 2:00 a.m.

Saturday from 5:00 p.m. to 2:00 a.m.

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


Signature


Notary Public



- Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout" bar located at 302 E. US Business 83, legally described as the West 165 feet of Lot 2 and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano.

Rodriguez, Miguel A. Calderon
1101 W. Kennedy St.
Pharr, TX 78577

De Leon, Javier
214 E. 7th Street
San Juan, TX 78589

Villalobos, Maria Criselda
303 E. 7th Street
San Juan, TX 78589

Cadena, Juan Aurelio
P.O. Box 171
Pharr, TX 78577

Navarro, Miguel
700 S. Iowa Ave.
San Juan, TX 78589

Aguirre, Maria Eliza and Rose
Maria Garcia
P.O. Box 572
San Juan, TX 78589

San Juan EDC
4810 N. Raul Longoria Road Suite 5
San Juan, TX 78589

R & B Zuniga Properties, Inc.
306 E. 11th Street
San Juan, TX 78589

Texas Department of Transportation
P.O. Box EE
Pharr, TX 78577

City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589

Ramirez, Juan J. and Gloria
312 E. 6th Street
San Juan, TX 78589

Cano, Joel
1307 E. Pecan Ave.
Pharr, TX 78577

Regalado, Esteban
2610 Quince Ave.
McAllen, TX 78501

Ibarra, Narcizo D. and Sonia
308 E. 6th Street
San Juan, TX 78589

Medrano, Arturo
1305 King Rd.
San Juan, TX 78589

Los Gatitos Bridal Inc.
522 S. Iowa
San Juan, TX 78589

Alonzo, Esteban
304 E. 6th Street
San Juan, TX 78589

Guerra, Maria E.
211 E. 7th Street
San Juan, TX 78589

Cantu, Fernando and Jessica
302 E. 6th Street
San Juan, TX 78589

Gorham, Carlos R.
225 E. 7th Street
San Juan, TX 78589

Canales, Carla
311 E. 7th Street
San Juan, TX 78589

Lisbey, Jose L. Garcia & Elvia M.
Guzman
217 E. 7th Street
San Juan, TX 78589

Castillo, Noemi
309 E. 7th Street
San Juan, TX 78589

Rojas, Ruben and Estella M.
212 E. 7th Street
San Juan, TX 78589-2910

Paz, Eliborio and Maria O.
307 E. 7th Street
San Juan, TX 78589

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption and the proposed “The Hangout” bar located at 302 E. US Business 83, legally described as the West 165 feet of Lot 2 and the West 165 feet of Lot 3, Block A #2, Lettered Blocks Subdivision, as Requested by Arturo Medrano.



ORDINANCE NO. 17-

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AT THE "THE HANGOUT" BAR LOCATED AT 302 E. US BUSINESS 83, LEGALLY DESCRIBED AS THE WEST 165 FEET OF LOT 2 AND THE WEST 165 FEET OF LTO 3, BLOCK A #2, LETTERED BLOCKS SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Arturo Medrano has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at the "The Hangout" bar.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Arturo Medrano has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at the proposed "The Hangout" bar, located at 302 E. US Business 83, subject to the following conditions:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.
2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;
3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.
4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.
5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;
6. The business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties;

7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.
8. The business must comply with the city's noise ordinance.
9. The applicant must provide security personnel at all times during events and must comply with the City's *Security Cameras Ordinance*.
10. The proposed days and hours of operation are Monday to Saturday from 5:00 p.m. to 2:00 a.m. and Sundays from 12:00 p.m. to 12:00 a.m.
11. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
12. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
13. There shall be no smoking inside the premises at any time.

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

PASSED and **APPROVED** on first reading on the 8th day of August, 2017.

PASSED and **APPROVED** on second and final reading on the 22nd day of August, 2017.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

DIANA CAVAZOS
CITY SECRETARY

APPROVED BY:
PALACIOS, GARZA & THOMPSON, P.C.

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
August 22, 2017

Hold First Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

STAFF COMMENTS AND RECOMMENDATIONS:

On Tuesday, August 8, 2016, the City Commission voted and approved the Proposed Tax Rate of (\$0.6993/\$100) for Fiscal Year October 1, 2017 through September 30, 2018 and scheduled two required public hearings on August 22, and September 05, 2017. The Proposed Rate is the same as last year's rate. However, in accordance with property tax law, if the proposed tax rate (\$0.6993/\$100) exceeds the effective tax rate of (\$0.6685/\$100) or rollback tax rate (\$0.7290/\$100), therefore two public hearings on the proposed rate will be required before the City Commission adopts the tax rate ordinance.

The ordinance Adopting the Tax Rate for the Tax Year 2017 and Fiscal Year beginning October 1, 2017 through September 30, 2018 will be considered on first reading by the Commission on September 12, 2017. The second and final reading is scheduled for September 26, 2017.

RECOMMENDATION:

Hold First Public Hearings on Adopting the Proposed Tax Rate and Levy for the City of San Texas for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

Prepared By:



Leroy Gonzales
Interim Director of Finance

Benjamin Arjona
City Manager

RECORD OF VOTE:

APPROVED	_____
DISAPPROVED	_____
TABLED	_____
NO ACTION	_____

Raudel Maldonado
Commissioner

Ernesto "Neto" Guajardo
Commissioner

Mario Garza
Mayor

Jesus "Jesse" Ramirez
Mayor Pro Tem

Pete Garcia
Commissioner

2017 Governing Body Summary #1A*

Benchmark 2017 Tax Rates

City of San Juan

Date: 08/03/2017 08:58 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.6684	\$6,141,270	
One Percent \$100 Tax Increase***	\$0.6751	\$6,202,830	\$61,560
One Cent per \$100 Tax Increase***	\$0.678400	\$6,233,151	\$91,881
Notice & Hearing Limit****	\$0.6684	\$6,141,270	\$0
Rollback Tax Rate	\$0.7290	\$6,698,064	\$556,794
Last Year's Tax Rate	\$0.699300	\$6,425,180	\$283,910
Proposed Tax Rate	\$0.6993	\$6,425,180	\$283,910

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS ADOPTING THE TAX RATE AND LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN JUAN, TEXAS, FOR THE 2017-2018 FISCAL YEAR ENDING SEPTEMBER 30, 2018 AND THE TAX YEAR 2017 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF THE CITY AND THE PROPERTY TAX CODE OF THE STATE OF TEXAS: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ORDIAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, Section 26.05 Texas Tax Code provides for the procedures for adoption of the ad valorem tax rate for municipalities; and

WHEREAS, the vote on the tax rate must be a record vote as reflected hereunder and such vote was separate from the vote of the City Commissioners adopting the budget as required by law; and

WHEREAS, a motion being first made as follows: "I move that property taxes be increased by the adoption of a tax rate of \$0.6993", and upon vote of the City Commissions as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Mayor Mario Garza	___	___	___
Mayor Pro-Tem Jesse Ramirez	___	___	___
Commissioner Raudel Maldonado	___	___	___
Commissioner Ernesto "Neto" Guajardo	___	___	___
Commissioner Pete Garcia	___	___	___

AND, WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

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

SECTION I: There shall be and is hereby levied for the fiscal year ending September 30, 2018, and the Tax year 2017, upon the assessed taxable value of all property of every description subject to taxation within the City of San Juan, Texas, on the 1st day of January A.D. 2017, the following tax rates, to wit:

- (a) An ad valorem tax to be computed at the rate of \$0.5291 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the general expenses of the City Government for the period ending **September 30, 2018**, as provided in the appropriate ordinance adopted by the Board of Commissioners of the City of San Juan, Texas, and when collected such monies are to be deposited in the fund known as the "General Fund" and disbursed for the purposes stated in said ordinance.
- (b) An ad valorem tax to be computed at the rate of \$0.1702 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the interest and principal on the several outstanding debt issues of the City of San Juan, Texas, such levy being in conformity with the requirement of the levy of taxes heretofore made by ordinance and orders of the Board of Commissioners of the said City of San Juan, Texas relating to such indebtedness.

SECTION II: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION IV: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions**., but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

READ, CONSIDERED, PASSED and APPROVED on FIRST READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **12th day of September 2017**.

READ, CONSIDERED, PASSED and APPROVED on SECOND READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **26rd day of September 2017**.

CITY OF SAN JUAN

By: _____

Mario Garza, Mayor

ATTEST:

By: _____

Diana Cavazos, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Consider Approval to Acquire the San Juan Municipal Park/Kitchen by the San Juan Fire Department. (Tirso Garza, Fire Chief)

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Fire Department is requesting approval to acquire the San Juan Municipal Park/Kitchen located at 801 E. Sgt Trevino. This facility will also serve as a memorial in honor of our deceased firemen who graciously dedicated their time protecting our city. The kitchen which is currently named Blanca Shawn will remain the same as this facility was built in her honor. The department will continue to rent the facility at the current rental fees. The rental fees will be utilized to upgrade and maintain the park. The department will also maintain the electricity, utilities and overseeing the rental requests for the facility.

RECOMMENDATION:

Approval to Acquire the San Juan Municipal Park/Kitchen by the San Juan Fire Department.

PREPARED BY:

Tirso Garza, Fire
Chief

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Discussion and Authorization to Purchase a 2018 Chevrolet Silverado 4 X 2 Crew Cab From Caldwell Country Chevrolet for \$25,329 (BuyBoard Contract 521-16). (David Salinas, Director of Utilities)

STAFF COMMENTS AND RECOMMENDATIONS:

At the Meeting of September 2015, The City Commission Approved the Purchase of a Pickup Truck for the Water Treatment Plant. Staff Solicited Quotes from Two BuyBoard Vendors, Jordan Ford from San Antonio Texas, No Quote Submitted and Caldwell Country Chevrolet from Caldwell Texas \$25,329.

RECOMMENDATION:

Authorize Staff to Purchase the 2018 Chevrolet Silverado 4 X 2 Crew Cab from Caldwell Country Chevrolet in the Amount of \$25,329.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF SAN JUAN, TX	Contractor: CALDWELL COUNTRY
Contact Name: DAVID SALINAS	CALDWELL COUNTRY
Email: DSALINAS@CITYOFSANJUANTEXAS.COM	Prepared By: Averyt Knapp
Phone #: 956-223-2303	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SAN JUAN, TX	Fax #: 979-567-0853
Date Prepared: AUGUST 2, 2017	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2018 CHEVROLET 1500 SILVERADO 4X2 CREW CAB LWB CC15743	

A Base Price & Options:

\$24,929

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 7,000#GVWR, 5.3L-V8, 6-SPD AUTOMATIC, 40- 20-40 CLOTH SEATS, FULL RUBBER FLOOR, AMFM-STEREO MYLINK W/BLEETOOTH, AIR CONDITION, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 6.5' BED, REAR STEP BUMPER, OEM HD TRAILER TOW PACKAGE, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D (DELIVERY TO SAN JUAN, TEXAS)	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$24,929
Quantity Ordered	1
Subtotal E	\$24,929
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$25,329
Estimated Delivery Date: 60-90 DAYS APPX	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Consider Authorizing the City Manager to Sign a Contract with Cruz-Hogan Consultants for the Paving Reconstruction Improvements Phase 2 Project. (Xavier Cervantes, Director of Planning)

STAFF COMMENTS AND RECOMMENDATIONS:

\$1.84 million is available for this project including engineering, geotechnical and surveying expenses. The attached contract is for your consideration for approval. The streets listed in the contract were selected based on the results of the Comprehensive Street Conditions Survey that was conducted by the Civil Engineering Department of the University of Texas Rio Grande Valley in 2016.

Based on a lottery selection that took place after the City Commission selected Cruz-Hogan and Perez Consulting as the new city engineers. Cruz-Hogan drew number one (1) and was awarded this project. Based on our city engineer general contract the engineering fees for this project will be seven (7) percent if the total construction cost is \$1.5 million or less or six (6) percent if the total construction costs exceed \$1.5 million.

RECOMMENDATION:

Consider Authorizing the City Manager to enter into a contract with Cruz-Hogan Consultants as recommended.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

THE STATE OF TEXAS §

COUNTY OF HIDALGO§

§

**JOB TASK ORDER NO. 1 TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN CRUZ-HOGAN CONSULTANTS,
INC. AND THE CITY OF SAN JUAN, TEXAS
FOR PAVING RECONSTRUCTION
IMPROVEMENTS, PHASE 2**

This JOB TASK ORDER NO. 1 to Professional Services Contract between Cruz-Hogan Consultants, Inc. and the City of San Juan is entered into on this the _____ day of _____, 2017 by and between the **CITY OF SAN JUAN, TEXAS** (hereinafter referred to as the “City”), a Municipal Corporation, acting herein through its City Manager, 709 S. Nebraska Avenue, San Juan, Texas 78589 and **Cruz-Hogan Consultants, Inc.**, (hereinafter referred to as “Consultant”) who are the parties to this Job Task Order.

WHEREAS, the Consultant was selected for the City’s rotation list for professional engineering services; and

WHEREAS, the Consultant and the City entered into a Professional Service Contract on August 4, 2017 to provide for engineering services (hereinafter referred to as the “Original Contract”). Specifically, it was agreed that the Consultant shall provide professional engineering services related to subdivision reviews, capital improvement program projects and general consulting/grant preparation through subsequently assigned Job Task Orders; and

WHEREAS, City desires to further assign this Job Task Order to have the Consultant perform Preliminary, Design and Construction Phase Services for the Paving Reconstruction Improvements, Phase 2, Project; and

WHEREAS, Consultant represents that the firm is able to properly provide services requested by the City under this Job Task Order.

NOW THEREFORE, the City and Consultant do mutually agree to the following:

A. PROJECT DESCRIPTION

The City hereby authorizes the Consultant to perform Preliminary, Design, and Construction Phase Services as described below for the **PAVING RECONSTRUCTION IMPROVEMENTS, PHASE 2 PROJECT** for the streets to be reconstructed as listed under Exhibit “A” attached hereto and made a part hereof.

The services described below are to be performed in accordance with the applicable sections of the Original Contract for Engineering Services by and between the City and the Consultant.

B. PRELIMINARY PHASE

1. Scope of Work

- a) Attend preliminary conferences with the City's staff, and other appropriate officials regarding the requirements of the project. Acquire available, relevant background data, including engineering reports.
- b) Establish the scope of any topographic surveys, and/or boundary surveys required for the design to be performed by others, and coordinate same.
- c) Confirm the proposed phasing for the improvements, establish a project schedule, and prepare preliminary cost projections for the improvements.
- d) Prepare a preliminary engineering report and submit to the City for review.

C. DESIGN PHASE

1. Scope of Work

- a) Receive and incorporate electronic survey data from the project surveyor, and prepare background drawings for construction plans.
- b) Prepare detailed construction drawings, technical specifications, and contract documents for construction authorized by the City.
- c) Establish the scope of any soil and foundation investigations or special testing which may be necessary for the design of the Project, and with City's approval, arrange for such investigation and testing to be conducted for the City's account.
- d) Furnish the City, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants, planning advances, or discharge permits) and assist the City in procuring same.
- e) Submit the plans and specifications to the appropriate regulatory agencies, other than the City, and coordinate the approval process.
- f) Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
- g) Furnish the City four (4) sets of copies of plans, specifications and bid proposals marked "Preliminary" for approval by the City. Upon final approval by the City and preparation by the Consultant of plans, specifications and bid proposals the Consultant will provide the City four (4) sets of copies of "Final" plans.
- h) Prepare a projection of construction cost at the conclusion of design.

D. CONSTRUCTION PHASE

1. Scope of Work

- a) Assist the City in securing bids, issuing notice to bidders, notifying construction news publications, preparing any addenda, answering contractor questions, and

presiding over a pre-bid conference. The notice to bidders will be furnished to the City for publication in the local news media.

- b) Assist the City in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts or the appropriate actions to be taken by the City.
- c) Assist in the preparation of formal contract documents for construction contracts.
- d) Assist in conducting pre-construction conference(s) with the contractor(s), and review construction schedules prepared by the contractor(s).
- e) Make periodic visits (typically twice a week) to the site to observe the overall progress and quality of the work, and to determine general conformance with the requirements of the contract.
- f) Consult and advise with the City during construction, make recommendations to the City regarding the materials and workmanship, and prepare change orders with City's approval.
- g) Check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor is required to submit for conformance with the design concept of the Project and compliance with the information given by the contract documents, and assemble written guarantees which are required by the contract documents.
- h) Assist the City in arranging for testing of materials and laboratory control during construction to be conducted at the City's expense and interpret the results of such tests.
- i) Interpret intent of the plans and specifications for the Owner and contractor(s).
- j) Review and comment on monthly and final estimates for payment to contractor(s).
- k) Conduct in company with the City's representative a final inspection of the Project for conformance with the design concept of the Project and compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the contractor(s).
- l) Prepare revisions of construction drawings with the assistance of the City's Project personnel and the construction contractor(s) reflecting changes in the Project made during construction. These "Record Drawings" shall be provided by the Consultant to the City as one set of reproducible sheets and two sets of prints.

E. COMPENSATION

Capital Improvement Program Projects

1. For Projects that are \$0.5 million or less in actual construction costs, the City will pay Consultant nine (9) percent of the actual construction costs;
2. For Projects that are \$0.51 million to \$1 million in actual construction costs, the City will pay Consultant eight (8) percent of the actual construction costs;
3. For Projects that are \$1.01 million to \$1.5 million in actual construction costs, the City will pay Consultant seven (7) percent of the actual construction costs; and
4. For Projects that are \$1.51 million or higher in actual construction costs, the City will pay Consultant six (6) percent of the actual construction costs.

The CITY shall compensate the CONSULTANT for design, bidding, and construction of the project in the amount of **One hundred and five thousand dollars and zero cents (\$105,000.00)** or 7% of final construction cost. Final compensation may be adjusted as per fee schedule above.

- a) The compensation for the **Preliminary Phase (15% of total fee)** shall be on a Lump Sum basis in the amount of **\$15,750.00.**
- b) The compensation for the **Design Phase Services (60% of total fee)** shall be on a Lump Sum basis in an amount of **\$63,000.00.**
- c) The compensation for the **Bidding Phase Services (5% of total fee)** shall be on a Lump Sum basis in an amount of **\$5,250.00.**
- d) The compensation for **Construction Phase Services (15% of total fee)** shall be on a Lump Sum basis in an amount of **\$15,750.00.**
- e) The compensation for the **As-Built Drawings Phase Services (5% of total fee)** shall be on a Lump Sum basis in an amount of **\$5,250.00.**

The CITY shall reimburse the CONSULTANT for any geotechnical studies or surveying expenses.

F. ADDITIONAL SERVICES

It is mutually understood that the following services are not included in the Consultant's basic services described above, and if the City elects for the Consultant to provide such services, they are to be considered as "Additional Services" and will be compensated for on a per diem basis, with all labor invoiced at salary cost of personnel times a multiplier of 2.0, and reimbursement for direct non-labor and subcontract expenses at invoice cost plus 10 per cent for handling. Such "Additional Services" shall not commence unless approved by the City in writing.

1. Performing design and topographic surveys, construction staking, and any necessary land or boundary surveys for site or easement acquisitions.
2. Furnishing the services of a Resident Project Representative or Inspector to observe the construction work on a day-to-day basis and to communicate directly with the construction contractors.
3. Preparing deed or easement dedication forms for properties or easements to be acquired.

4. Furnishing geo technical engineering services to obtain auger borings, soil tests, or other subsurface explorations, including laboratory testing and analysis of same.
5. Investigations, involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certifications of force account construction performed by the Owner.
6. Preparation of application and supporting documents for government grants, loans or planning advances.
7. Providing shop, mill, field or laboratory inspection of materials and equipment.
8. Appearance before regulatory agencies or courts as an expert witness in any litigation with third parties arising from the development or construction of the Project including the preparation of engineering data and reports for assistance to the Owner.

G. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described in the shortest length of time possible. It is currently anticipated that the Planning and Design Phase services will be completed within 120 calendar days of receipt of authorization to proceed, depending on regulatory requirements. The overall time for completion of bidding services including the advertisement and evaluation of bids, is projected to be approximately 60 days from the Owner's authorization to bid the project. Completion of construction phase services will depend on construction completion times specified in the construction contracts, subject to the actual performance of construction contractors.

H. MISCELLANEOUS

All other provisions of the Original Contract not specifically in conflict with this Job Task Order shall remain the same.

This Job Task Order to the Original Contract is agreed to and EXECUTED by the duly authorized representative of the parties as of the date first above written.

**CITY OF SAN JUAN, TEXAS
(OWNER)**

**CRUZ-HOGAN Consultants, Inc.
(ENGINEER)**

By: _____
Benjamin Arjona
City Manager

By: _____
Ronnie Cruz, P.E., CFM
Vice-President

Attest _____

Attest _____

Date _____

Date _____

APPROVED AS TO FORM:

PALACIOS GARZA & THOMPSON, P.C.

By: _____
City Attorney

EXHIBIT "A"

PROJECT LIMITS

STREET	FROM	TO	LENGTH FT.
Shawnee Bend Dr.	Business 83	6 th St.	300
Short Rd.	Guadalupe Dr.	Sgt. Treviño	1,200
Short Rd.	FM 495	End	1,200
San Antonio	Sam Houston	7 th	1,350
E. 12 th	Nebraska	End	1,500
E. 10 th	Nebraska	End	1,300
6 th	Kansas	End	1,000
State	14 th	15 th	600
15 th	State	End	200
E. 14 th	Nebraska	End	1,500
E. 14 ½	State	End	200
Encino	Raul Longoria	Cedro	1,500
Olmo	Ebano	Encino	300
Cedro	Ebano	Encino	300
W. 6 th	Coil Dr.	End	350
Standard	7 th	8 th	400
Iowa	Sam Houston	12 th	400
Kansas	Sam Houston	12 th	400
Rejeman Dr.	13 th	End	600
Kansas	14 th	15 th	600
E. 14 ½	Kansas	End	800
E. 15 th	Kansas	End	800
Ohio	E. 14 ½	15 th	400
9 th Circle	Veteran's	End	800
Nebraska	12 th	Ridge	2,300
Alameda	Alameda	Oblate	400
Shufford	PSJA Bears Trail	Taylor	1,000
King	PSJA Bears Trail	Taylor	1,000
Mayfair	PSJA Bears Trail	Taylor	1,000
Hampton	PSJA Bears Trail	Taylor	1,000
Taylor	Shufford	Andrews	1,000

STATE OF TEXAS §

PROFESSIONAL SERVICES CONTRACT
BETWEEN CRUZ-HOGAN
CONSULTANTS, INC. AND THE CITY OF
SAN JUAN, TEXAS

COUNTY OF HIDALGO §

SERVICE AGREEMENT §

THIS CONTRACT, is entered into on this the 4th day of August, 2017 by and between the **CITY OF SAN JUAN, TEXAS** (hereinafter referred to as the "City"), a Municipal Corporation, acting herein through its CityManager, 709 S. Nebraska Avenue, San Juan, Texas 78589 and **Cruz-Hogan Consultants, Inc.**, (hereinafter referred to as "Consultant") who are the parties to this contract.

WHEREAS, the Consultant was selected for the City's rotation list for professional engineering services; and

WHEREAS, Consultant represents that the firm is able to properly provide services needed by the City; and

WHEREAS, the City desires to engage Consultant to provide the City with professional engineering services.

NOW THEREFORE, the City and Consultant do mutually agree to the following:

I. SCOPE OF WORK AND PAYMENT/FEES

a. Subdivision Review

City agrees to employ Consultant and Consultant agrees to furnish and provide Subdivision Review Scope of Services. The services will consist of:

- Review Engineering Plans*
- Prepare Commentary to Plans and Specification Submitted*
- Review Documents*
- Assist in Pre-construction Meetings*
- Review Shop Drawings*
- Verify Corrected Submittals have been Implemented*
- Conduct Periodic Visits to Work Site*
- Coordinate with Utility Department*
- Conduct Final Inspection*
- Review Final Completion Certificate
- Provide Rates for Administrative Employees

- Assist with Warrant Inspections

There shall be a rotation for these services based on a lottery that will take place right after the contracts are signed. Services indicated with an asterisk (*), above, must be conducted or attended by a licensed engineer representing the Consultant. As subdivision reviews are needed, the City will assign such review via Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter.

For the subdivision reviews, the City agrees to pay to Consultant two (2) percent of the total value of infrastructure that the City will own/assume, rather than having a monthly retainer. The two (2) percent payment will be based on infrastructure that that City will ultimately own/assume. For subdivisions wherein the City will not own/assume the infrastructure, the Consultant assigned to such subdivision shall receive the City's subdivision processing fee accessed by the City as compensation for reviewing the subdivision plat and preliminary plans. If no pre-construction meeting is scheduled within six (6) months of the initial process of the subdivision review, the Consultant shall be paid the subdivision's processing fee only.

b. Capital Improvement Program Projects

For the City's Capital Improvement Program Projects, there shall be a separate rotation. The lottery for this shall take place at the same time as the lottery for the subdivision review and inspections. As engineering services for Capital Improvement Program Projects are needed, the City will assign such Projects via Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter. The fees that the City will pay the Consultant for these types of services shall be paid as follows:

1. For Projects that are \$0.5 million or less in actual construction costs, the City will pay Consultant nine (9) percent of the actual construction costs;
2. For Projects that are \$0.51 million to \$1 million in actual construction costs, the City will pay Consultant eight (8) percent of the actual construction costs;
3. For Projects that are \$1.01 million to \$1.5 million in actual construction costs, the City will pay Consultant seven (7) percent of the actual construction costs; and
4. For Projects that are \$1.51 million or higher in actual construction costs, the City will pay Consultant six (6) percent of the actual construction costs.

In regards to Urban County Program Projects, the City only recommends to the Urban County the firm that is next on the City's rotation for future infrastructure projects. The City has no control or obligation as to which firm the Urban County selects and the payments for such services.

c. General Consulting or Grant Preparation Services

From time to time the City will need to consult with an engineering firm for General Consulting or for Grant Preparation. A third lottery shall be established for these services. As engineering

services for General Consulting or Grant Preparation are needed, the City will assign such Projects via Job Task Order(s) as agreed to by the City and the Consultant and which shall become a part of this Agreement thereafter. The fees that the City will pay the Consultant for these types of services shall be based on hourly rates which will be the following:

Principal Engineer (PE)	\$170.00/hour
Project Manager (PE)	\$135.00/hour
Project Engineer (PE)	\$105.00/hour
E.I.T.	\$80.00/hour
Technical	\$65.00/hour
Administrative	\$55.00/hour
Clerical	\$40.00/hour

II. TERMINATION

- a. Either party to this agreement shall have the right to terminate this contract at any time with or without cause after 30-days written notice. In that event, the City's liability to the Consultant shall be limited to payment for services rendered through the date of such termination. For subdivision review and inspections, the work shall continue until the subdivision is completed and recorded. If the City entered into a separate contract with the Consultant for a future infrastructure project, the termination of this contract shall not affect any other contracts.
- b. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- c. Upon termination, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

III. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- a. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either 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 no later than within forty-five (45) days after written notice is given by either 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 Hidalgo County, Texas.

IV. INSURANCE

In accordance with the State of Texas, it shall be required for Consultant to submit a copy of general, automobile, professional and workers' compensation coverage before beginning any services.

V. INDEMNIFICATION

- a. Consultant agrees to and shall indemnify and hold harmless and defend the City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- b. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

VI. CHANGES

- a. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.
- b. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

VII. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

VIII. NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

IX. NON-APPROPRIATIONS

- a. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.
- b. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party.
- c. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

X. SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

XI. MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

The City and Consultant have executed a copy of this Contract as of the date first above written.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

CITY OF SAN JUAN, TEXAS

BY: 

City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649
Phone: 956.223.2200
Fax: 956.787.5978

CRUZ-HOGAN CONSULTANTS, INC.

BY: 

Ronnie Cruz, P.E, Vice-President
605 East Violet Avenue, Suite 1
McAllen, Texas 78504





Paving Improvements Project Phase 2

VETERANS BLVD. ("I" RD.)



Paving Improvements Project Phase 2

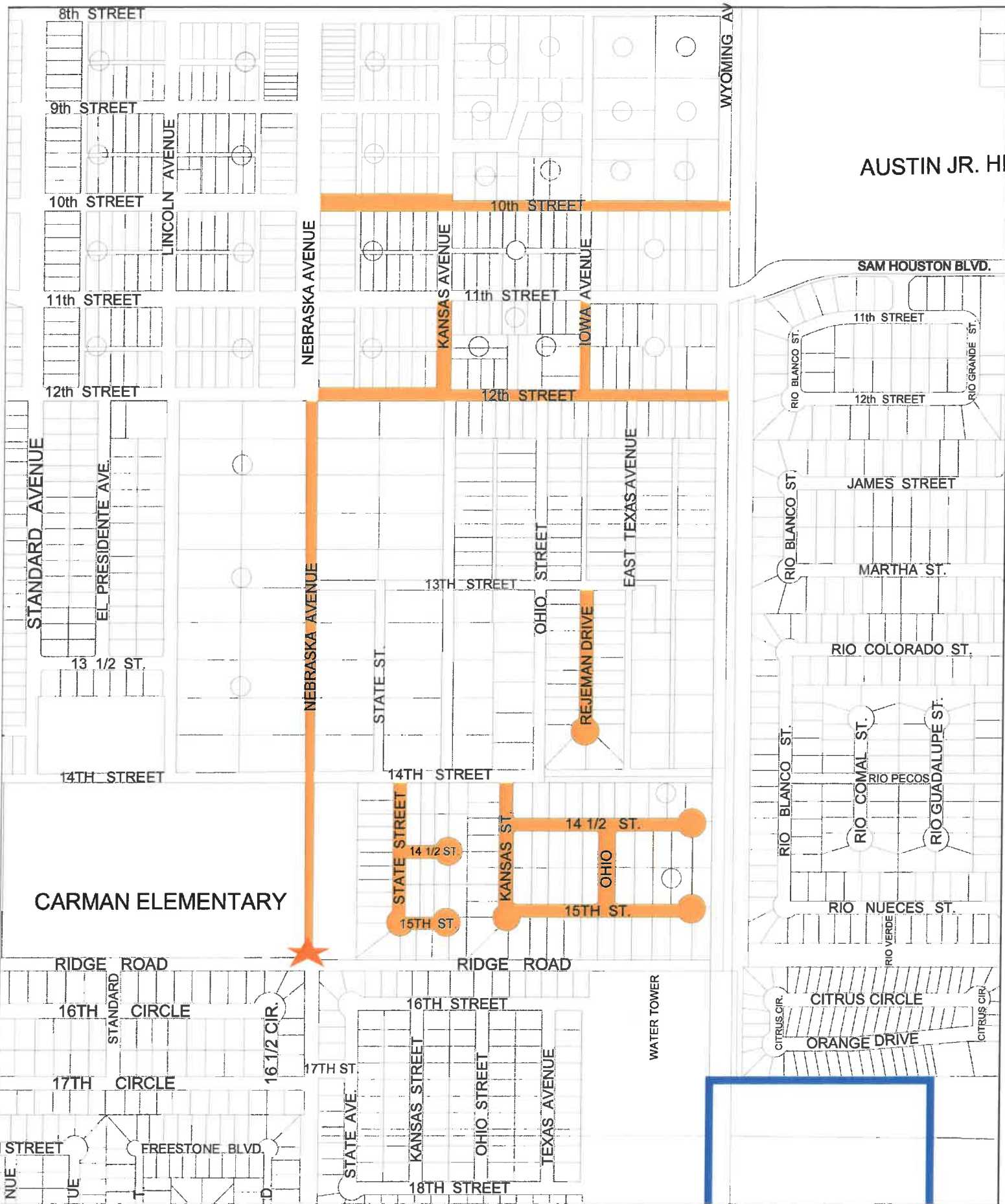




Paving Improvements Project Phase 2



Paving Improvements Project Phase 2



AUSTIN JR. HI

SAM HOUSTON BLVD.

JAMES STREET

MARTHA ST.

RIO COLORADO ST.

RIO COMAL ST.

RIO GUADALUPE ST.

RIO NUECES ST.

CITRUS CIRCLE

ORANGE DRIVE

CARMAN ELEMENTARY

Paving Improvements Project Phase 2

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Consider Authorizing City Manager to Enter into a Contract Agreement with The Boys and Girls Club of Pharr. (Ben Arjona, City Manager)

STAFF COMMENTS AND RECOMMENDATIONS:

Boys and Girls Club of Pharr will provide a Youth Development Program and will Take Place at Hidalgo County Precinct 2 Community Resource Center Youth Facility in San Juan, Texas. The Center will Provide a Consistent and Dependable Schedule of Activities. The Hours of Operations consist of 12:00 p.m. to 2:00 p.m. for Administrative Purposes and 3:00 p.m. to 7:30 p.m. for program purposes (these hours are for school days). The Program will be conducted in the Fall, Spring and Summer Terms. During Non-School Days, the Club will be open Monday to Friday, the Program Hours will be 8:00 a.m. to 5:00 p.m. Activities will range in the Areas of The Arts, Sports Fitness Recreation, Character & Leadership Development, Health & Life Skills and Education and Career Development.

RECOMMENDATION:

Authorize City Manager to Enter into a Contract Agreement with The Boys and Girls Club of Pharr.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager



This **written agreement** is made between **The Boys & Girls Club of Pharr (BGCP)** who is non-profit, community based organization/ fiscal agent at; P.O Box 649, Pharr, Texas 78577 and **City of San Juan, Texas**, who is a local municipality also known as the contractor, at 709 S. Nebraska, San Juan, Texas 78589.

1. **TERM:** Effective Dates on contract: Start Date: October 1, 2017 . End Date: September 30, 2018

Contract and services may be continued on an annual basis as agreed upon both parties.

2. BGCP ROLES AND RESPONSIBILITIES:

- A. **BGCP** will serve as fiscal agent and oversee the Youth Development Program and will take place at the Hidalgo County Precinct 2 Community Resource Center Youth Facility. The center will provide a consistent and dependable schedule of activities.
- B. **BGCP** will provide a Youth Development Program that will operate 7 hours a day. The hours consist of 12:00pm-2:00pm for administrative purposes and 3:00pm-7:30pm for program purposes (these hours are for school days). The program will be conducted in the fall, spring and summer terms. During non-school days, that the club will be open (M-F), the program hours would be 8:00am-5:00pm. Activities will range in the areas of The Arts, Sports-Fitness-Recreation, Character & Leadership Development, Health & Life Skills and Education and Career Development. Within these programs, we will conduct our daily afterschool homework help program.
- C. **BGCP** will ensure the center obtains necessary parental consent forms for students to participate in the Youth Development Program and ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation.

3. COST FOR SERVICES:

City of San Juan agrees to pay the amount of \$37,500 to the **BGCP** no later than October 1, 2017. City of San Juan agrees to publicly support and promote the club to its citizens.

4. TERMINATION OF CONTRACT:

BGCP shall have completed all work by this contract and this contract shall terminate unless extended by mutual agreement of the **BGCP** and **City of San Juan** at the time final performance is completed. This contract may be terminated by **City of San Juan** if for any reason the **BGCP** shall fail to fulfill in a timely and proper manner its obligations under this contract, in which event **BGCP** and **Contractor (City of San Juan)** may terminate the contract by giving written notice of such termination and the effective date of the termination

BGCP may also terminate this contract at any time without cause by the furnishing of a written notice from the BGCP Board President, along with the Board of Directors.

5. INDEPENDENT CONTRACTOR AND HOLD HARMLESS AGREEMENT:

BGCP is an independent contractor and shall be solely responsible for payment of his/her employees and shall provide, if required, workmen's compensation and public liability insurance to protect himself/herself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local government entity by reason of employment.

6. ENTIRE AGREEMENT:

This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.

IN WITNESS WHEREOF the **Boys & Girls Club of Pharr (BGCP) and City of San Juan** have executed this agreement effective the date of first herein written.

FISCAL AGENT

CONTRACTOR

Chief Professional Officer

Contractor Signature

Address

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2017 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,285,000; PROVIDING FOR THE PAYMENT OF THE BONDS, TOGETHER WITH CERTAIN CURRENTLY OUTSTANDING PREVIOUSLY ISSUED BONDS, FROM A FIRST LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; COMPLYING WITH THE REGULATIONS PROMULGATED BY THE TEXAS WATER DEVELOPMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

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AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2017 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,285,000; PROVIDING FOR THE PAYMENT OF THE BONDS, TOGETHER WITH CERTAIN CURRENTLY OUTSTANDING PREVIOUSLY ISSUED BONDS, FROM A FIRST LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; COMPLYING WITH THE REGULATIONS PROMULGATED BY THE TEXAS WATER DEVELOPMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City of San Juan, Texas (the “**City**”) currently has the following outstanding obligations which are secured by a parity first lien on and pledge of the “Net Revenues” (as such term is defined herein) of the City’s Waterworks and Sewer System (the “**System**”):

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

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

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

“Average Annual Debt Service Requirements” means the average requirements of annual debt service (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Bond proceeds, accrued interest on any Bonds, and interest earnings thereon shall be excluded in making such computation; provided, however, when the Previously Issued Bonds issued on or before May 27, 2014 are no longer outstanding, the bond documents are properly amended, or the purchaser of those obligations consents, the term **“Average Annual Debt Service Requirements”** shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by assuming (i) that the interest rate for every 12-month period on such bonds is equal to the rate of interest reported in the most recently

published edition of *The Bond Buyer* (or its successor) at the time of calculation as the “Revenue Bond Index” or, if such Revenue Bond Index is no longer being maintained by *The Bond Buyer* (or its successor) at the time of calculation, such interest rate shall be assumed to be 80% of the rate of interest then being paid on United States Treasury obligations of like maturity and (ii) that, in the case of bonds not subject to fixed scheduled mandatory sinking fund redemptions, that the principal of such bonds is amortized such that annual debt service is substantially level over the remaining stated life of such bonds or in the manner permitted under Section 1371.057(c), as amended, Texas Government Code as the same relates to interim or non-permanent indebtedness, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to stated maturity according to a fixed schedule, the principal amounts thereof will be redeemed prior to stated maturity in accordance with the mandatory redemption provisions applicable thereto (in each case notwithstanding any contingent obligation to redeem bonds more rapidly). For the term of any credit agreement in the form of an interest rate hedge agreement entered into in connection with any such obligations, Average Annual Debt Service Requirements shall be computed by netting the amounts payable to the City under such hedge agreement from the amounts payable by the City under such hedge agreement and such obligations.

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

“**Bonds**” and “**Series 2017 Bonds**” shall mean “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017” (and includes all other substitute bonds and replacement bonds issued pursuant hereto), and the term “Bond” shall mean any of the Bonds.

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

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

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

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

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

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

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

“**Government Obligations**” as used herein, shall mean direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which are non-callable prior to the respective stated maturities of the Bonds and may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form; provided, however, when the Previously Issued Bonds issued on or before December 15, 2014 are no longer outstanding, the bond documents are properly amended,

or the purchaser of those obligations consents, the term “*Government Obligations*” shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

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

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

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

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

“**MSRB**” shall mean the Municipal Securities Rulemaking Board.

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

“**Operation and Maintenance Expense**” shall mean the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.056, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service) to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Bonds and any subordinate lien obligations and all payments under contracts now or hereafter defined as operating expenses by the Texas Legislature. Depreciation, amortization, or other expenditures

which, under standard accounting practice, should be charged to capital expenditures shall not constitute or be regarded as an Operation and Maintenance Expense. Payments into and out of the Parity Bonds Interest and Sinking Fund and the Parity Bonds Debt Service Reserve Fund for the Previously Issued Bonds, the Bonds and any Additional Bonds shall never be considered as an Operation and Maintenance Expense.

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

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

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

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

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

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

“Pledged Revenues” shall mean the Net Revenues.

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

“Project” shall mean the design and construction costs for the construction improvements to the utility system as approved by the Texas Water Development Board in Resolution No. 17-048 identified as Project No. 10441.

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

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

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

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

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

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

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

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

SECTION 3. AUTHORIZATION: DESIGNATION: PURPOSES. The Bonds shall be designated as the “**City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017**” and shall be issued in fully registered form in the total authorized aggregate principal amount of \$2,285,000 for paying all or a portion of the City’s contractual obligations for the purpose of constructing, installing and acquiring additions, extensions and improvements to the City’s utility system and for paying professional services for legal, fiscal, and engineering fees in connection with this project (collectively, the “**Project**”). The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code and the Ordinance.

SECTION 4. DATE: INTEREST AND INTEREST PAYMENT DATES. The Bonds shall be dated July 1, 2017. Interest on the Bonds at the rate set out in Section 5 hereof, will accrue from the date of initial delivery of the Bonds to the Board; and will be payable January 1 and July 1 each year commencing January 1, 2018; and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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

(a) The Initial Bonds herein authorized shall be issued either (i) as a single fully registered Bond in the total principal amount of \$2,285,000 with principal and interest payments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate, fully registered Bonds for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward [the Initial Bond(s)], and, in either case, the Initial Bond(s) shall be registered in the name of the Purchaser, to-wit: TEXAS WATER DEVELOPMENT BOARD or the designee(s) thereof. The Initial Bond(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the initial purchaser. Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefore Definitive Bonds (as hereinafter defined) of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates, for transfer and delivery to the holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser, or the designee(s) thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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

<u>Year of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2019	65,000	0.000
2020	65,000	0.020
2021	65,000	0.160
2022	65,000	0.290
2023	65,000	0.500
2024	70,000	0.680
2025	70,000	0.890
2026	70,000	1.050
2027	70,000	1.230
2028	70,000	1.370
2029	70,000	1.470
2030	75,000	1.560
2031	75,000	1.630
2032	75,000	1.700
2033	75,000	1.770
2034	80,000	1.810

<u>Year of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2035	80,000	1.850
2036	80,000	1.870
2037	80,000	1.900
2038	85,000	1.920
2039	85,000	1.950
2040	85,000	1.980
2041	90,000	2.000
2042	90,000	2.020
2043	95,000	2.040
2044	95,000	2.050
2045	95,000	2.060
2046	100,000	2.070
2047	100,000	2.080

SECTION 6. REDEMPTION.

(a) Optional Redemption. The Bonds having stated maturities on and after January 1, 2028 shall be subject to redemption prior to stated maturity, at the option of the City, in inverse order of stated maturity, on July 1, 2027, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

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

(c) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each stated maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

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

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

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

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

SECTION 7. EXECUTION OF BONDS; SEAL. The Bonds shall be signed by the Mayor of the City and countersigned by the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall

have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

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

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

SECTION 10. PAYMENT OF PRINCIPAL AND INTEREST: PAYING AGENT/REGISTRAR. BOKF, NA, Austin, Texas, Paying Agent/Registrar, is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit "A", which is hereby authorized, approved and incorporated hereto by reference by the City and are each hereby authorized to execute, attest and affix the City's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. All money transferred to the Paying Agent/Registrar in its capacity as registrar or paying agent for the Bonds under this Ordinance (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance. Subject to the provisions of Section 13, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

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

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

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

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

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

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

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

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

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

- (a) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

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

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

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

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

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

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

Form of Initial Bond to be submitted to the Texas Attorney General.

Form of Definitive Bond.

REGISTERED
NO.

PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAN JUAN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2017

Bond Date:
July 1, 2017

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF SAN JUAN, TEXAS (the "City"), for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal trust office of BOKF, NA, Austin, Texas, or its successor (the "Paying Agent/Registrar"), the principal amount identified above payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the delivery date or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semi-annually on January 1 and July 1 each year, beginning January 1, 2018 until maturity of this Bond, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the fifteenth day of the month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States Mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense. While the Bonds are held by the Purchaser payment of principal of, premium, if any, and interest on the Bonds shall be made by federal funds wire transfer, at no cost to the Purchaser, to an account at a financial institution located in the United States designated by the Purchaser.

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

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

THIS BOND, dated July 1, 2017, has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$2,285,000 for paying all or a portion of the City's contractual obligations for the purpose of constructing, installing and acquiring additions, legal, fiscal, and engineering fees in connection with this project. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, and the Ordinance.

The Bonds stated to mature on and after January 1, 2028 may be redeemed prior to their Stated Maturities, at the option of the City, in inverse order of stated maturity, on July 1, 2027, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to stated maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like stated maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank.]

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

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Paying Agent/Registrar Authentication Certificate

AUTHENTICATION CERTIFICATE

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

Date of Authentication

BOKE, NA, Austin, Texas
as Paying Agent/Registrar

By: _____
Authorized Signature

Form of Assignment

ASSIGNMENT

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

DATED: _____

Signature

Guaranteed: _____

Registered Owner

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

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

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

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

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

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

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

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

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

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

SECTION 21. PARITY BONDS INTEREST AND SINKING FUND; REQUIREMENTS. (a) For the sole purpose of paying the principal of and interest on the Previously Issued Bonds, the Bonds, and any Additional Bonds, as the same come due, there shall be created and established on the books of the City a separate fund entitled the “City of San Juan, Texas, Waterworks and Sewer System Parity Bonds Interest and Sinking Fund” (hereinafter called the “**Parity Bonds Interest and Sinking Fund**”) pledged to the payment of principal and interest on the Parity Bonds. While any Parity Bonds are outstanding, funds will be deposited to the Parity Bonds Interest and Sinking Fund as required under Section 20.

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

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

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

SECTION 22. PARITY BONDS DEBT SERVICE RESERVE FUND. (a) The Parity Bonds Debt Service Reserve Fund has been established by the City in order to accumulate and maintain an aggregate debt service reserve for the payment of the Parity Bonds equal to an amount which shall never exceed the limits provided under subsection (b) hereof. The City may fund any increase in the Required Reserve Amount resulting from the issuance of Additional Bonds on the date of issuance of the Additional Bonds by the deposit of available funds to the Parity Bonds Debt Service Reserve Fund, or may accumulate the increase in the Required Reserve in equal monthly installments over the initial sixty (60) months following the date of issuance of the Bonds. The City certifies that the Parity Bonds Debt Service Reserve Fund contains an amount equal to \$_____ and the City covenants to accumulate the amount of \$_____ (the "Required Reserve Amount") by depositing at least \$_____ on a monthly basis over the next 60 months.

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

contains the Required Reserve Amount. Thereafter, such earnings and income shall be deposited to the credit of the System Fund to be used by the City for any lawful purpose.

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

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

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

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

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

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

this Ordinance, Additional Parity Bonds shall be payable from and secured by the Parity Bonds Interest and Sinking Fund and Parity Bonds Debt Service Reserve Fund.

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

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

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

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

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

(c) Provision shall be made in the ordinance authorizing their issuance for immediately increasing the Parity Bonds Debt Service Reserve Fund as of the date of issue, to the Required Reserve Amount as required by Section 22 hereof with the proceeds of the Additional Bonds, or other available source, or as otherwise required under Section 22 hereof.

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

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

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

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

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

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

(b) **CITY'S LEGAL AUTHORITY**. The City is a duly created and existing home-rule municipality of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of said Bonds has been duly and

effectively taken, and that said Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

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

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

(e) OPERATION OF SYSTEM; NO FREE SERVICE.

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

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

(f) FURTHER ENCUMBRANCE. While the Bonds are outstanding and unpaid, the City shall not additionally encumber the Net Revenues in any manner, except as permitted in this Ordinance, unless said encumbrance is made junior and inferior in all respects to the liens, pledges, covenants, and agreements of the Parity Bonds. The right of the City to issue obligations payable from a pledge of and lien on surplus Net Revenues is specifically recognized and retained.

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

(h) INSURANCE.

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

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

(i) RECORDS. The City will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities, and transactions relating to the

System, the Net Revenues, and the Funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Bondholder or citizen of the City. To the extent consistent with the provisions of this Ordinance, the City shall keep its books and records in a manner conforming to standard accounting practices as usually would be followed by private corporations owning and operating a similar System, with appropriate recognition being given to essential differences between municipal and corporate accounting practices.

(j) AUDITS. After the close of each Fiscal Year while any of the Bonds are outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by an independent CPA or an independent firm of CPAs. No later than 120 days after the close of each Fiscal year, a copy of such audit shall be mailed to the Municipal Advisory Council of Texas, to each paying agent for any bonds payable from Net Revenues, to any Bondholders who shall so request in writing, and to the Texas Water Development Board for so long as the Texas Water Development Board is a holder of any bonds of the City payable from Net Revenues of the System. The annual audit reports shall be open to the inspection of the Bondholders and their agents and representatives at all reasonable times.

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

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

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

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

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

connection with the planning and building of such projects as approved by the Purchaser and as otherwise allowed by the rules and in accordance with the provisions of Chapter 15 or 17 of the Texas Water Code, as amended;

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

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

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

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

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

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

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

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

(k) the City will abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States as required by Texas Water Code §17.183;

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

(m) the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall register with the System for Award Management ("SAM") and maintain current registration at all times during which the Bonds are outstanding;

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

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

(p) to abide by the Purchaser's rules and relevant state statutes, including, but not limited to, the Purchaser's pre-design funding procedures and pursuant to the requirements of the Purchaser's Resolution No. 17-048 adopted on May 31, 2017;

(q) to not use Bond proceeds to pay for the cost of sampling, testing, removing or disposing of injection well fluids, brine concentration, municipal solid wastes, soils and/or media contaminated by hazardous substances, and for managing and disposing of any other hazardous substances, including (but not limited to) radioactive substances and low-level radioactive wastes, that may be generated at the project site during planning, design, and construction activities;

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

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

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

(u) to not use any portion of the Bond proceeds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in Section 30 hereof) which produce a yield materially higher than the yield on the Purchaser's bonds that are used to provide the Purchaser with proceeds that it will use to purchase the Bonds (the *Source Series Bonds*), other than Nonpurpose Investments acquired with:

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

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

(iii) Amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Bonds, 125% of average annual debt service on the Bonds, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

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

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

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

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

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

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

(bb) the Bonds shall provide that all loan proceeds will be timely and expeditiously used, as required by federal statute and Environmental Protection Agency's regulations, and also shall provide that the City will adhere to an Executive Administrator-approved project schedule, which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

SECTION 31. AMENDMENT OF ORDINANCE.

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

construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds with respect to the following matters:

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

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

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

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

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

amount of the then outstanding Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

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

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

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

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

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

SECTION 32. DEFEASANCE OF THE BONDS.

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

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

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

SECTION 33. COVENANTS REGARDING TAX EXEMPTION.

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

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

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

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

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

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

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

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

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

Yield of

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

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

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

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

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

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

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

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

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

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

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

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

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

8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

(j) Bonds Not Hedge Bonds.

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

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

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

(l) Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2017 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 34. CONTROL AND CUSTODY OF BONDS. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and

control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchaser.

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

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

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

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

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

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

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

SECTION 41. BOOK-ENTRY ONLY SYSTEM.

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

(b) With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than an Owner of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Owner, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

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

Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

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

SECTION 42. SALE OF INITIAL BONDS.

The Bonds are hereby sold and shall be delivered to the TEXAS WATER DEVELOPMENT BOARD at a price equal to the par amount thereof, less an origination fee payable to the Texas Water Development Board of \$41,504.66 calculated pursuant to the Texas Water Development Board rules. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the Texas Water Development Board.

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

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

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

SECTION 43. CONSTRUCTION FUND.

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

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

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

SECTION 46. COVENANTS TO UNDERTAKE CONTINUING DISCLOSURE.

(a) Definitions.

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

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

MSRB means the Municipal Securities Rulemaking Board.

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

SEC means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall file annually with the MSRB, within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the City of the general type included in the final Application authorized by Section 36 of this Ordinance being the information described in Exhibit E hereto. All such information must be filed with MSRB pursuant to its Electronic Municipal Access (EMMA) System. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the City may be required to employ from time to

time pursuant to state law or regulation and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable Year with the MSRB, when and if the audit report on such statements becomes available.

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

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

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

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

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

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

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

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

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Information Format – Incorporation by Reference.

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

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

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

SECTION 48. FURTHER PROCEDURES. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Application. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager, the City Attorney and bond counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Application, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

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

SECTION 51. CITY'S CONSENT TO PROVIDE INFORMATION AND DOCUMENTATION TO THE TEXAS MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, bond counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas

MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

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

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PASSED AND APPROVED ON AUGUST 22, 2017.

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

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

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**REGISTERED
T-1**

**REGISTERED
PRINCIPAL
AMOUNT
\$2,285,000**

**CITY OF SAN JUAN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND
SERIES 2017**

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

TEXAS WATER DEVELOPMENT BOARD

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

TWO MILLION TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS

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

<u>Year of Stated Maturity (January 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2019	65,000	0.000
2020	65,000	0.020
2021	65,000	0.160
2022	65,000	0.290
2023	65,000	0.500
2024	70,000	0.680
2025	70,000	0.890
2026	70,000	1.050
2027	70,000	1.230
2028	70,000	1.370
2029	70,000	1.470
2030	75,000	1.560
2031	75,000	1.630
2032	75,000	1.700
2033	75,000	1.770
2034	80,000	1.810
2035	80,000	1.850

<u>Year of Stated Maturity (January 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2036	80,000	1.870
2037	80,000	1.900
2038	85,000	1.920
2039	85,000	1.950
2040	85,000	1.980
2041	90,000	2.000
2042	90,000	2.020
2043	95,000	2.040
2044	95,000	2.050
2045	95,000	2.060
2046	100,000	2.070
2047	100,000	2.080

The City, for value received, promises to pay to the Registered Owner set forth above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal trust office of BOKF, NA, Austin, Texas, or its successor (the “Paying Agent/Registrar”), the principal amount identified above payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year composed of twelve 30-day months, from the delivery date or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semi-annually on January 1 and July 1 each year, beginning January 1, 2018 until maturity of this Bond, by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the fifteenth day of the month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. As long as Texas Water Development Board is the owner of the Bonds, principal of and the interest on each Bond shall be payable, at no charge to the Texas Water Development Board, by wire transfer dated as of each Interest Payment Date.

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

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

succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND, dated July 1, 2017, has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$2,285,000 for paying all or a portion of the City's contractual obligations for the purpose of constructing, installing and acquiring additions, legal, fiscal, and engineering fees in connection with this project. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 1502, as amended, Texas Government Code, and the Ordinance.

The Bonds stated to mature on and after January 1, 2028 may be redeemed prior to their Stated Maturities, at the option of the City, in inverse order of stated maturity, on July 1, 2027, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond is subject to redemption prior to stated maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like stated maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

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

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying

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

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

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

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

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

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

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

Reference is hereby made to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Net Revenues of the System pledged for the payment of the Bonds; the terms and conditions under which the City may issue Additional Bonds or Junior Lien Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owners; the rights, duties, and

obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the stated maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

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

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

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

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

EXHIBIT C
ESCROW AGREEMENT

See Tab No. ____

EXHIBIT D
DTC LETTER OF REPRESENTATION

See Tab No. ____

EXHIBIT E

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

I. Annual Financial Statements and Operating Data

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

The City's annual audit for the current fiscal year

II. Accounting Principles

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

August 17, 2017

Via E-Mail

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

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

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

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

Re: City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017

Dear Mr. Arjona:

I enclose as Exhibit A to this letter the agenda item to be utilized in preparing the agenda for the August 22, 2017 regular meeting of the City Commission. Thank you for coordinating with City officials to ensure that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose as Exhibit B the suggested motions for these items.

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

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

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

Very truly yours,



Arnold Cantu III

AC/jcq
Enclosures

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

Mr. Benjamin Arjona
August 17, 2017
Page 2

^NORTON ROSE FULBRIGHT

Ms. Stephanie V. Leibe (Firm)
Mr. Adam Harden (Firm)
Ms. Lauren N. Ferrero (Firm)
Mr. Matthew A. Lee (Firm)
Mr. Clay Chrisman (Firm) -
Mr. Darius Ravangard (Firm)

EXHIBIT A

CONSIDERATION AND APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF SAN JUAN, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2017 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,285,000; PROVIDING FOR THE PAYMENT OF THE BONDS, TOGETHER WITH CERTAIN CURRENTLY OUTSTANDING PREVIOUSLY ISSUED BONDS, FROM A FIRST LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; COMPLYING WITH THE REGULATIONS PROMULGATED BY THE TEXAS WATER DEVELOPMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

EXHIBIT B

A MOTION BY COMMISSIONER _____ AND SECONDED BY
COMMISSIONER _____ THAT THE CITY COMMISSION ADOPT AN
ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SAN JUAN, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2017

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Consider an Ordinance in Second Reading for the Voluntary Annexation of an 8.894-Acre Tract of Land out of the West Half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision Located Along the North Side of Minnesota Road Halfway between Raul Longoria and Cesar Chavez Roads as Requested by Tax Ranch, LLC. (Xavier Cervantes, Director of Planning)

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting of August 8, 2017, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

The Planning Department is processing a residential subdivision along the North side of Minnesota Road between Raul Longoria and Cesar Chavez Roads that should be completed and recorded in a few months. The subdivision went before the City Commission for preliminary and final plat approval during the February 14, 2017 meeting. The proposed subdivision is just outside the city limits within the City of San Juan's Extraterritorial Jurisdiction (ETJ). To help simplify the process and to comply with the City subdivision requirements the developer is requesting annexation of the property to the City of San Juan.

The annexation of the subdivision will increase the City's tax base since the homes that will be constructed at the site will generate additional property taxes for the community along with sewer and garbage revenues.

RECOMMENDATION:

Approve the annexation ordinance in first reading as recommended by staff.

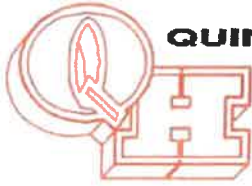
PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

Exhibit "A"



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

124 E. Stubbs, Edinburg, Texas 78539

Phone 956/381-6480 Fax 956/381-0527

Email: office@qhaengineering.com

www.qhaengineering.com

METES AND BOUNDS

AN 8.894 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2158186, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°36'04" E (MAP RECORD: N 08°31'51" E), ALONG THE WEST LINE OF LOT 7, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 303.50 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°34'56" E (MAP RECORD: N 08°31'51" E), ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 175.09 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°27'05" E (MAP RECORD: N 08°31'51" E), ALONG THE WEST LINE OF LOT 7, A DISTANCE OF 116.41 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 159.63 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 340.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 160.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE LAURA LILIA LUBIN TRACT (A TRACT OUT OF THE EAST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2634188, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE LAURA LILIA LUBIN TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 575.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 595.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 7 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 7 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.894 ACRES OF LAND MORE OR LESS.

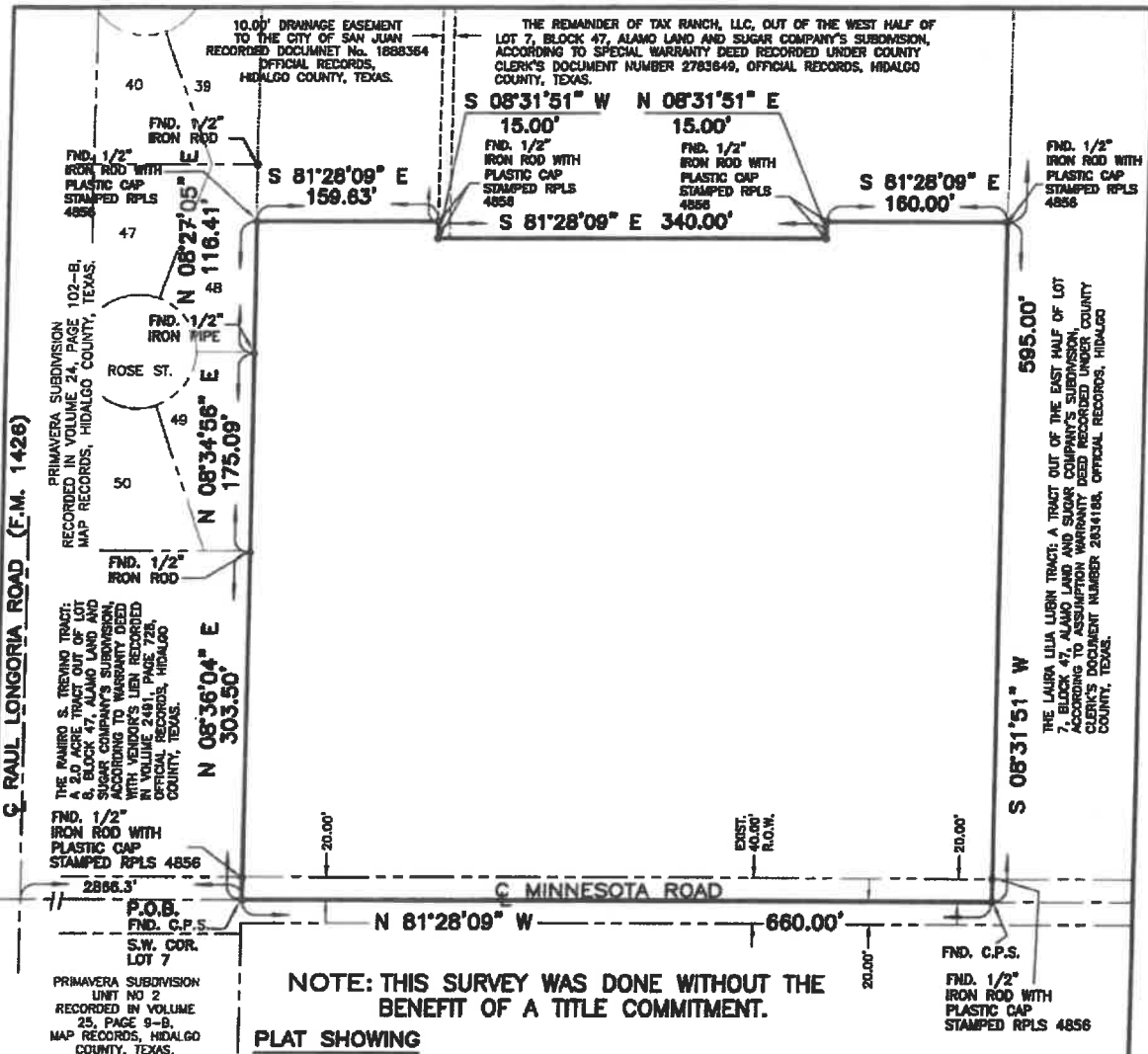
BEARINGS ARE IN ACCORDANCE WITH LAS PALMAS ESTATES SUBDIVISION, RECORDED IN VOLUME 24, PAGE 167-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DATE PREPARED: JUNE 26, 2017


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



Exhibit "A"



A 8.894 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2783649, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "AH"
AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
BASE FLOOD ELEVATION=100.00
COMMUNITY-PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

BEARINGS ARE IN ACCORDANCE WITH LAS PALMAS ESTATES SUBDIVISION, RECORDED IN VOLUME 24, PAGE 167-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

124 E. STUBBS ST.

EDINBURG, TEXAS 78539

ENGINEERING REGISTRATION NUMBER F-1513

SURVEYING REGISTRATION NUMBER 100411-00

PHONE 956-381-8480

FAX 956-381-0527

office@qhengineering.com

VOL 1 PAGES 24-28

SURVEYED JUNE 26, 2017

OWNER

ADDRESS

JOB No.

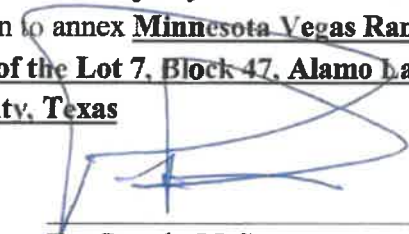
BOOK No. PAGE

Z:\SUB\San Juan\MINNESOTA VEGAS RANCHES\PLAT

PETITION FOR ANNEXATION

To the Mayor and City Council, City of San Juan:

The undersigned, owner of land or representative of the majority of landowners hereby petitions the City Council of the City of San Juan to annex Minnesota Vegas Ranches Phase I being A 8.894 Acre tract of land out of the Lot 7, Block 47, Alamo Land's Sugar Company's Subdivision, Hidalgo County, Texas


Tax Ranch, LLC
Richard A. Garza

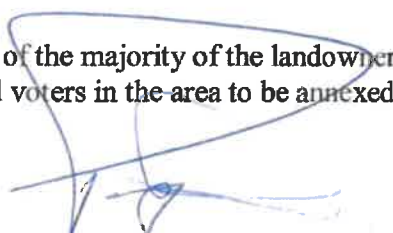
STATE OF TEXAS §

COUNTY OF HIDALGO §

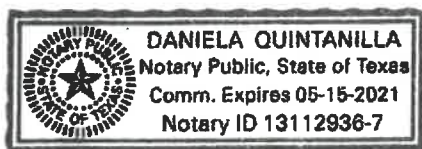
Before me, the undersigned authority, on this day appeared Richard A. Garza who stated upon his oath the following:

My name is Richard A. Garza and I am the agent of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant saith not.


Tax Ranch, LLC
Richard A. Garza

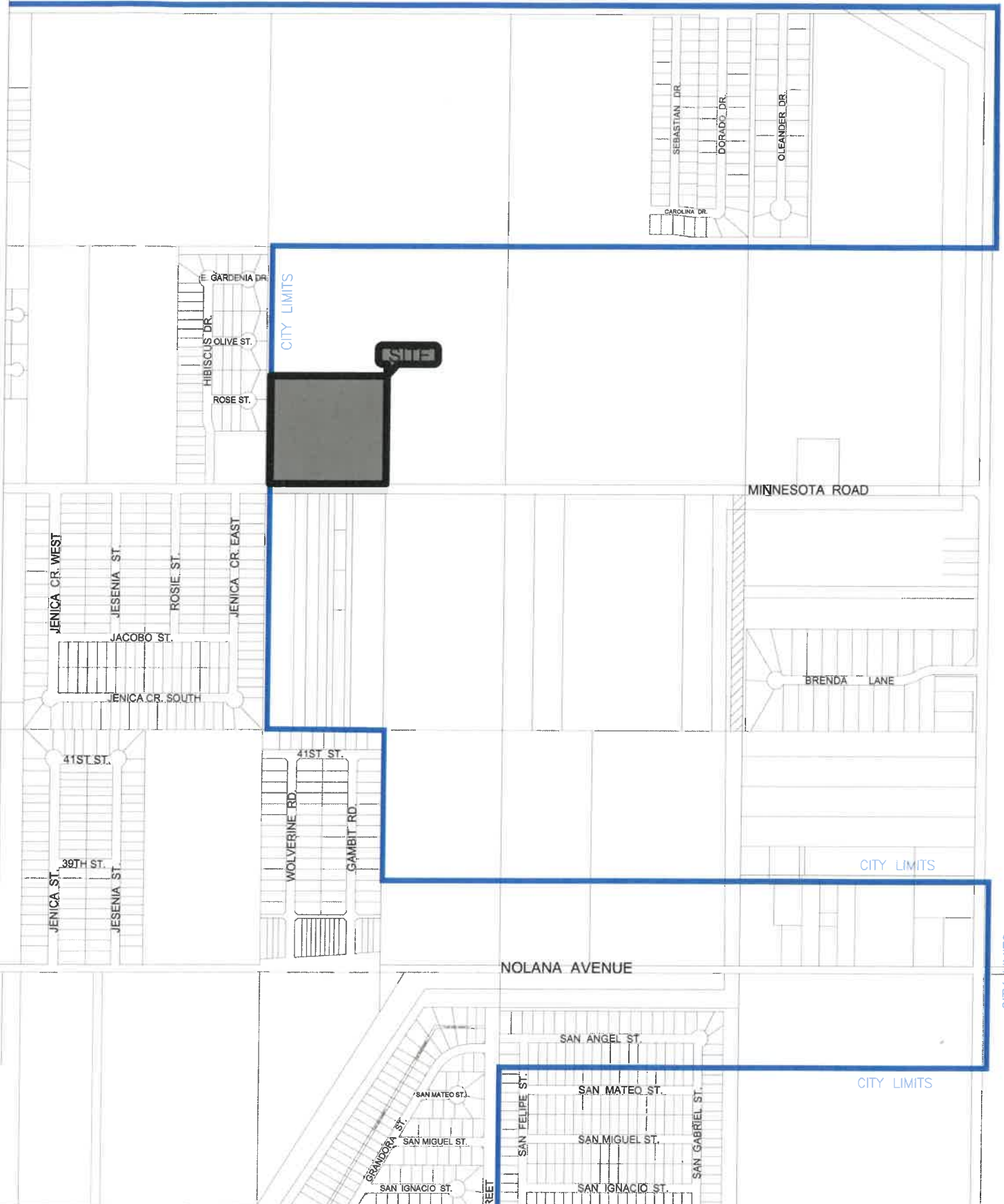
SWORN TO and subscribed before me on the 26 day of June, 20 17.




Notary Public in Hidalgo County, Texas

OWASSA ROAD

CESAR CHAVEZ ROAD



Legend

-  CITY LIMITS
-  Proposed area

Consider petition for the voluntary annexation of the proposed Minnesota Vegas Phase I Subdivision being a 8.894-acre tract of land out of the West half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, located approximately one-half mile East of Raul Longoria Road along the North side of Minnesota Road, as Requested by Alfonso Quintanilla.



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 22, 2017

Consider an Ordinance in Second Reading Authorizing the Naming of a Public Alley Inside the City Limits of San Juan as West 2 ½ Drive in Order to Provide for More Distinctive Street Names in the Area and to Provide for More Efficient Emergency Responses. (Xavier Cervantes, Director of Planning)

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting of August 8, 2017, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

This ordinance is being proposed in an effort to address confusion with the addressing along the area between 2nd and 3rd Streets and between San Antonio and Standard Avenues. Block 7 of the San Juan Original Townsite Subdivision where this block is located was split-up many years ago by the subdivision developer. This resulted in some residential lots only having frontage to a public alley way. In case of an emergency personnel will have a hard time finding the location of the houses located in these alley-fronting lots.

After consulting with the Lower Rio Grande Development Council – 911 Division personnel from the agency recommend for the alley to have an official street name. Once this is done after the adoption of this ordinance the residents along this alley way will be given an updated new physical address. This will result in the city dispatchers knowing exactly where to send personnel if the residents call from that area.

RECOMMENDATION:

Approve the ordinance in first reading as recommended by staff.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 17-

**AN ORDINANCE AUTHORIZING THE NAMING OF A
PUBLIC ALLEY INSIDE THE CITY LIMITS OF SAN JUAN
AS WEST 2 ½ DRIVE IN ORDER TO PROVIDE FOR MORE
DISTINCTIVE STREET NAMES IN THE AREA AND TO
PROVIDE FOR MORE EFFICIENT EMERGENCY
RESPONSES**

WHEREAS, the properties between 2nd and 3rd Streets and between Standard and San Antonio Avenue are a part of the San Juan Original Townsite Subdivision but were split within that block many years ago resulting in split lots with some lots having frontage to a public alleyway only.

WHEREAS, unless the properties with frontage to an alleyway only have an official street designation personnel will have a difficult time finding the residences along there during an emergency;

WHEREAS, after proper coordination with the Lower Rio Grande Valley Development Council (LRGVDC) 911 Division it was decided that a proper street name for the alley would be West 2 ½ Drive; and

WHEREAS, a public meeting was conducted after proper notice on Thursday July 20, 2017 to obtain feedback from the affected property owners.

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

SECTION 1. The public alleyway between 2nd and 3rd Streets and between Standard and San Antonio Avenues shall be officially named West 2 ½ Drive as shown in Exhibit "A"

SECTION 2. Property owners with frontage along this alleyway shall adjust their address as directed by the City of San Juan Planning Department in coordination with the LRGVDC 911 Division.

SECTION 3. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from and after said date of publication.

PASSED and **APPROVED** on first reading on the 8th day of August, 2017.

PASSED and **APPROVED** on second and final reading on the 22nd day of August, 2017.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

DIANA CAVAZOS, CITY SECRETARY

APPROVED BY:

PALACIOS, GARZA & THOMPSON, P.C.

CITY ATTORNEY

Exhibit "A"

HUISACHE STREET
ANTELOPE ST.
CHAPARRAL STREET

SAN JUAN MUNICIPAL PARK

SAN ANTONIO AVENUE

2nd STREET

Proposed W 2-1/2 Drive

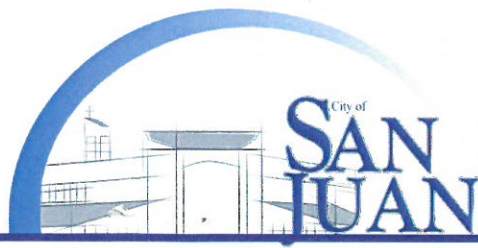
STANDARD AVENUE

3rd STREET

4th STREET

BUS. 83





Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Ernesto "Neto" Guajardo
Raudel Maldonado
Pete Garcia

Memorandum

To: Benjamin Arjona, City Manager
From: Leroy Gonzales Accounting Manager
Date: August 9, 2017
Subject: Monthly Collection Report – July 31, 2017

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:

SUMMARY OF TAX LEVY COLLECTIONS					
Tax Year	2016	2015	2014	2013	2012
Tax Levy	6,638,277.98	6,363,985.51	6,062,874.30	6,026,969.81	5,863,668.66
Adjustment to date	16,537.42	15,174.33	56,698.99	2,590.79	7,624.63
Adjusted Tax Levy	6,654,815.40	6,379,159.84	6,119,573.29	6,029,560.60	5,871,293.29
Collections to date	6,173,392.85	2,957,041.48	2,645,528.79	2,596,943.90	2,403,399.43
Percentage Collected	92.77%	46.35%	43.23%	43.07%	40.93%

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:
JULY 2017

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 2016/2017	COLLECTED 2015/2016
2016 TAX ROLL	6,638,277.98	6,173,392.85	-	(16,537.42)	448,347.71	93.23%	93.37%
2015 & PRIOR YRS	1,435,488.73	315,573.94	(6,731.59)	(12,307.56)	1,100,875.64	22.28%	20.05%
ROLLBACK	2,534.74	3,176.71	-	22,599.39	21,957.42	12.64%	0.00%
TOTALS	8,076,301.45	6,492,143.50	(6,731.59)	(6,245.59)	1,571,180.77		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JULY 2017

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	38,318.99	- CURRENT
CURRENT YEAR-P&I	4,754.19	
PRIOR YEARS-BASE TAX	21,663.17	- PRIOR
PRIOR YEARS-P&I	10,252.05	
ROLLBACK		ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	7,564.66	(6,731.59) PURGED
TOTAL COLLECTIONS	82,553.06	(6,731.59)
LESS TRANSFERRED	57,181.60	
LESS IN TRANSIT	22,154.58	
LESS DUE TO HCAD COMM. FEE	0.88	
LESS DUE TO CO TREASURER	3,216.00	
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 JULY 2017 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 10th DAY OF AUGUST 2017 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

