



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, September 12, 2017

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Presentation by the San Juan Royal Court and the San Juan Community Lions Club on the Upcoming Pageant Event Scheduled for Sunday October 8, 2017.
- B.** Presentation on Proclamation Recognizing October 23-31, 2017, as National Red Ribbon Week in San Juan, Texas.
- C.** Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, San Juan Memorial Library and Department of Sanitation. (Ben Arjona, City Manager)
 - 1.** Planning and Zoning Monthly Report.
 - 2.** Parks and Recreation Monthly Report.

3. San Juan Memorial Library Monthly Report.

4. Department of Sanitation Monthly Report.

VI. PUBLIC HEARING/ORDINANCES

A. Hold Public Hearing to Authorize the City Manager to Submit FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

B. Consider First Reading of an Ordinance Adopting the Tax Rate Levy for the City of San Juan, Texas, for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

C. Hold a Public Hearing and Consider Ordinance Adopting the Budget for the City of San Juan, Texas for Fiscal Year Beginning October 1, 2017 to September 30, 2018.

VII. APPOINTMENTS

A. Consider Appointment of Board Members to the City of San Juan Keep San Juan Beautiful Board.

B. Consider Appointment of Board Members to the San Juan Public Library.

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

A. Discussion and Possible Action Regarding Upcoming Special Election to Fill Vacancy of City Commissioner, Place 4. (Ben Arjona, City Manager)

B. Consider Awarding Bid #17-55-08-31 for the Purchase of Chlorine to DPC Industries, Inc. from Corpus Christi, Texas in the Amount of \$784 Per Ton.

C. Consider Awarding Bid #17-56-08-31 for the Purchase of Sulfur Dioxide to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$749 Per Ton.

D. Consider Awarding Bid #17-62-08-31 for the Purchase of Liquid Ammonium Sulfate to Chemtrade Chemicals US, LLC., from Odem, Texas in the Amount of \$0.097 Per Lb.

- E.** Consider Awarding Bid #17-59-08-31 for the Purchase of Sludge Hauling and Disposal Service to Denali Water Solutions from Russellville, Arkansas in an Amount not to Exceed \$475 Per Load.
- F.** Consider Awarding Bid #17-60-08-31 for the Purchase of Two 30 Yard Dewatering Containers to WaterTech, Inc., from Waller, Texas in the Amount of \$32,980 Each for a Total of \$65,960.
- G.** Consider Awarding Bid #17-61-08-31 for the Purchase of Aluminum Sulfate/Blends to Chemtrade Chemicals US, LLC., from Odem, Texas in an Amount of \$0.0604 Per Lb.
- H.** Consider Awarding Bid #17-57-08-31 for the Purchase of Sodium Chlorite Solution to Evoqua Water Technologies, LLC., from Sarasota, Florida and the Purchase of Chlorine Dioxide Generators to JCS Industries, Inc., from Spring, Texas.
- I.** Consider Approval on the Renaming of "San Juan Memorial Park" located at 819 Sgt. Leonel Trevino to "San Juan Fireman's Park."
- J.** Consideration and Appropriate Action, if any, Under Section 174.102, Texas Local Gov't Code to Recognize an Association Selected by a Majority of the Police Officers of the Police Department of the City of San Juan as the Exclusive Bargaining Agent for the Police Officers of that Department, and Related Matters.
- K.** Consideration and Appropriate Action, if any, Under Section 174.101, Texas Local Gov't Code to Recognize an Association Selected by a Majority of the Fire Fighters of the Fire Department of the City of San Juan as the Exclusive Bargaining Agent for the Fire Fighters of that Department, and Related Matters.

IX. CONTRACTUALS/RESOLUTIONS

- A.** Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, Being a 1.78-Acre Tract of Land Being a Portion of Lot 14, Block 8, John Closner Subdivision, Located at the Northeast Corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.

- B.** Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, Being a 10.22-Acre Tract of Land out of the Lot 100 Acres of Los Toritos Grant, Located Approximately a Quarter of a Mile East of Stewart Road, Along the South Side of Sam Houston Avenue, as Requested by Quintanilla, Headley and Associates, Inc.
- C.** Preliminary and Final Plat Approval of the Texas National Subdivision, Being a Subdivision of 8.701 Acres Being 7.447 Acres out of Lot 13, Block 5 and 1.254 Acres out of Lot 13, Block 17, John Closner Subdivision, Located at the Northeast corner of Expressway 83/IH2 and Veterans Boulevard, as Requested by Melden & Hunt, Inc.
- D.** Consider Authorizing the City Manager to Sign a Contract with Perez Consulting Engineers, LLC. for the East San Juan Water Improvements Project.
- E.** Consider Authorizing the City Manager to Sign a Contract with Cruz-Hogan Consultants for the Sorensen City-School Park Project.
- F.** Consider Authorizing City Manager to Enter into a License Agreement for Wireless Installation on Public Structures between New Cingular Wireless PCS, LLC D/B/A AT&T Mobility and The City of San Juan.
- G.** Consider the Ratification of the Extension of the Invitation to Submit Proposals for Fully Funded Health, Dental, Life, Accidental, Death and Dismemberment Benefits.
- H.** Consider Authorizing the Chief of Police to Apply and Submit a Grant Application to the Governor's Office Criminal Justice Division.

X. CONSENT AGENDA

- A.** Consider an Ordinance in Second 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.
- B.** Consider an Ordinance in Second 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.

- C. Approval of Minutes
 - July 25, 2017
 - August 8, 2017
 - August 22, 2017

XI. EXECUTIVE SESSION

- A. The City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551 et seq.:
 - 1. Attorney Consultation Pursuant to Section §551.071, Texas Gov't Code to Provide and Counsel in Connection with the City's Rights, Duties, Privileges, and Obligation for Selection of a Majority Bargaining Agent Under Chapter 174, Texas Local Gov't Code for Purposes of Collective Bargaining.
 - 2. Consultation with Attorney and Possible Action Regarding Settlement Concerning Cause No. CL-16-2616-E; Irene Soto, v. City of San Juan; in the County Court of Law No. 5; Hidalgo County, Texas. (§551.071. Consultation with Attorney)
 - 3. Pursuant to Section §551.074. PERSONNEL MATTERS; to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee. (City Manager)

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

2018 MISS SAN JUAN

October 8th, 2017 @ PSJA High School Auditorium

SIGN UP TODAY! 956-648-9068

*Categories: Miss San Juan, Jr. Miss San Juan
Miss Teen San Juan, and Little Miss San Juan*

WWW.JNAVA.COM



Are you the next Miss San Juan?





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Raudel Maldonado
Pete Garcia
"The Friendly City"

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Xavier Cervantes, Director of Planning XC
DATE: September 5, 2017
SUBJECT: August 2017 Report

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

- 72 building permits were issued with a \$2,096,338.00 in total valuation.
- 261 garage sale permits were issued (\$2,610.00 in revenues).
- Provided customer service and support to 843 people and handled approximately 1,950 calls.
- The building inspectors made approximately 633 inspections.
- 13 permits were issued for new houses.
- Provided customer service and handled approximately 360 calls regarding animal control.

SUBDIVISIONS IN PROCESS

- Minnesota Vegas Ranches Phase 1
- San Juan Eldora
- Garden Ridge Phase 2
- Texas National
- Black Hills Estates

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Xpertise Audio & Tint – 2105 N. Raul Longoria Rd.
- La Fe Bakery – 4811 N. Raul Longoria Rd.
- Vela's Sheet Metal – 806 W. Business 83

SUBSTANTIAL BUILDING PERMITS ISSUED OR PROCESSED IN THE PAST MONTH

- Valencia Commercial Plaza – permit issued
- Porsche Dealership - processed

CONDITIONAL AND SPECIAL USE PERMITS IN PROCESS

- The Hangout Bar at commercial plaza at 302 E. US Business 83
- Alcohol sales at SJ Mart at the corner of First Street and Nebraska Avenue

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REZONING APPLICATIONS IN PROCESS

- None

VARIANCE APPLICATIONS IN PROCESS

- None

ORDINANCES IN PROCESS

- Sprinkler system in coordination with Utilities Department.
- Alarm systems in coordination with Police and Fire Departments.

PUBLIC SAFETY BUILDING PROJECT

Bi-monthly meetings are taking place with the architects and the building contractor. The project is scheduled to be completed in October, 2017.

UTILITY EASEMENTS

The Department worked with the Project Engineer and the Utilities Director to obtain the necessary easements to undertake the First Time Sewer Connections Project scheduled to commence in the Summer or Fall of 2017. Forty (40) easements were obtained from property owners at no cost to the City.

DAVIS-BACON REGULATIONS

The Planning Department conducts employee wage interviews and reviews payroll reports to make sure the project contractors and subcontractors are in compliance with the Davis-Bacon Federal Act. At this time the only project that is impacted by this Act because federal funds are involved is the Water Plant # 2 Expansion Project.

STORMWATER REGULATIONS

The Department is the Stormwater Manager for the City of San Juan. The City of San Juan is a member of the Rio Grande Valley Stormwater Taskforce that is now coordinated by UTRGV. The department ensures the City is in compliance with all TCEQ and EPA laws regarding stormwater discharge. Regional meetings are attended regularly to keep track of this task.

METROPOLITAN PLANNING ORGANIZATION

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

OPERATION CRACKDOWN

The Department is very involved in this program in conjunction with the San Juan Police Department and the Public Works Department to tear down unsafe structures that augment crime in the City neighborhoods. Thirty-two (32) structures have been identified as unsafe and thirteen (13) have been torn down since the start of the operation in February 2015. The demolitions are handled by the Public Works Department. Staff is working with our new tax attorneys to get more unsafe structures under tax foreclosure to allow city personnel to demolish them.

HIDALGO COUNTY URBAN COUNTY PROGRAM

The Fiscal Year 29 (2016) project includes paving improvements along Coconut, Pullin, Hooper and Salazar Streets (Capri Subdivision). A pre-construction meeting was held on Wednesday July 5, 2017. The project should be completed by September or October of 2017.

The Fiscal Year 30 (2017) project includes paving improvements in the Clark Terrace Phase 1 & 2 Subdivisions. The documents were submitted on time to start the advertisements and the environmental review. If everything goes according to schedule the project is expected to be completed by the Spring or Summer of 2018.

The Fiscal Year 31 (2018) project was selected by the City Commission during the July 25, 2017 meeting. The project will involve the repaving of Sunset Drive and Monica Street in the North end of the City. If everything goes according to schedule the project is expected to be completed by the Spring or Summer of 2019.

PASEO DE LAS FLORES DRAINAGE PROJECT

The Department is the manager for this project. The project was awarded to Bearkat Construction for \$882,282.00. The Notice to Proceed was issued on July 7, 2016. The project is 98 percent complete at this time. The drainage system is operational. The project should be completed in September, 2017.

PAVING IMPROVEMENTS PROJECT PHASE 1

The Department is the manager for this project. Perez Consulting Engineers is the firm that was selected by the City Commission to conduct the engineering. The engineering contract was signed on December 15, 2016. The awarding of the bids went before the City Commission during their May 23 meeting and the project was awarded to 2GS, LLC dba Earthworks Enterprise out of Penitas, Texas in the amount of \$1,425,557.75. The project commenced on Monday June 26, 2017 and is 35 percent complete. The project is expected to be completed in November or December, 2017.

PAVING IMPROVEMENTS PROJECT PHASE 2

\$1.84 million is available for additional street improvements. The engineering contract with Cruz-Hogan Consultants was approved by the City Commission on August 22, 2017. The \$1.84 million available includes engineering, surveying and geotechnical fees. The project should go out for bids in November, 2017 and should be completed by the Summer, 2018.

AUGUST 2017 MONTHLY REPORT

Activity	Total	Valuation	Fees
Commercial	1	\$ 750,000.00	\$ 4,228.75
Apartment	1	\$ 90,000.00	\$ 551.06
New Residence	13	\$ 1,112,800.00	\$ 4,264.28
Additions	1	\$ 10,000.00	\$ 68.00
Repair/Renew/Remodel/Re-Inspect	30	\$ 56,628.00	\$ 1,365.43
House Moving	0	\$ -	\$ -
Mobile Homes	0	\$ -	\$ -
Carpports/D-ways/Sidewalk/Concrete	9	\$ 15,250.00	\$ 313.95
Fences	5	\$ 4,160.00	\$ 127.39
Storage Rooms/Porches/Signs	12	\$ 42,500.00	\$ 534.56
Misc.	0	\$ 15,000.00	\$ 99.75
Total Permits	72	\$ 2,096,338.00	\$ 11,553.17
Plumbing	39	\$ -	\$ 4,180.00
Electrical	33	\$ -	\$ 3,322.00
Mechanical	17	\$ -	\$ 1,582.50
Electrical Licenses	3	\$ -	\$ 180.00
Occupational Licenses	15	\$ -	\$ 600.00
Demolitions		\$ -	
Garage Sales	261	\$	\$ 2,600.01
Total Permit:	368		\$ 12,464.51
Grand Total:	440	\$ 2,096,338.00	\$ 24,017.68

Code Enforcement

August 2017 Report

I. Cano & R. Ureste, Code Enforcement

Inspections Department

August 2017 Report

A. Jaramillo, B. Mata & J. Estrada Building Inspectors

Illegal Dumping	7	Setbacks	8
Work Orders	18	Foundation	22
Commercial, Abandoned & Junked Vehicles	15	CSI /Backflow	4
Garage Sale Signs & W/out Permits	6	Nail Pattern	10
Rubbish	5	Framing/Poly-Seal/Windstorm	26
Banners & Temp. Signs	3	Rough Electrical	55
Fowl Odor	1	Rough Plumbing	25
Building w/o Permit	4	Rough Mechanical	20
Certified Letters	23	Vents & Pipes	27
Complaints Filed in Court	2	Sewer	16
Towed, Abandoned & Junked Vehicles	2	Gas	7
Street Vendor	2	Driveway/Sidewalk	24
Conducting Business in Residence	0	Insulation	21
		Infiltration	11
Total Code Enforcement Activities	88	Final	27
		Occupational Inspection	29
		Mobile Home Inspection	0
Monica Gomez, Zoila Martinez & Janie Soto		House Inspection	2
		Plan Review	49
		Permit Sign Off	38
		Other	212
Total In-Person	843		
Total Call-in's	1950		
Animal Control Calls	360	Total Activities	633



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Benjamin Arjona, City Manager

DATE: 08/22/2017

SUBJECT: Parks and Recreation Monthly Report.

For the month of August 2017, we have the following to report:

Parks Division staff continues to maintain our city parks and landscape areas as needed. This past month parks personnel spend some time working on the grounds of Lions Park where the Parks office is located. Minor landscape pieces were added and the area was irrigated as well. Sprinkler system at Municipal Park was fixed and fields are being irrigated properly. In addition, Parks staff assisted in the National Night Out by preparing the grounds at Mayfield Park.

In our Events Division, Ruben Rodriguez has been coordinating the upcoming fall events such as the Cancer Awareness Walk and the Red Ribbon Parade both of which will be held in October, more information will be provided next month. As part of the National Night Out our events division was responsible for the movies in the park. This year the movie that was featured was “MOANA”. Furthermore, Mr. Rodriguez has been assisting staff with rule modifications for our upcoming fall schedule.

In our Recreation Division, advertising and promoting of our upcoming fall programs is ongoing. Staff has been preparing presentations and coordinating school visits to promote our fall schedule as well. Fall programs will be as follows

- Youth Volleyball-3rd through 6th grade
- Youth Flag Football- 1st grade through 5th grade
- Youth Tackle Football-4th and 5th grade and 6th grade

Maintenance Division staff continues to provide professional maintenance and custodial

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throughout the city. Mr. Govea has been conducting some preventative maintenance over at the library checking electrical ballasts and LED lights. All city air conditioning units are being serviced as well. Trevino Park as well as some of our ballfields experienced an ant problem around the electrical poles and wiring throughout these areas in which insecticide was applied to get the issue under control.

The City of San Juan Parks and Recreation Department welcomed our new Assistant Director Mr. Ruben Guajardo. Mr. Guajardo started working with us at the beginning of August and has been a great addition to our staff. Preparations are well under way for our fall programs and events and we look forward to another great year in the parks and recreation department.



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MEMORANDUM

TO: Mr. Benjamin Arjona, City Manager
FROM: Armandina Sesín, Library Director
DATE: September 1, 2017
SUBJECT: July Monthly Report

Enclosed is the August monthly report including statistics and programs:

For the month of August we had 4,662 visitors. Out of those visitors, 1,993 were here for computer use only. We had 108 new patrons added to our circulation system. We requested and received sixteen (16) Interlibrary Loans (ILL). The library checked out a total of 2,618 items both adult and children's. We had 207 in-house circulation items. We helped the public with an estimated 638 reference/informational questions. We had 18 children's programs with an attendance of 71 people. The monthly amount deposited was \$1,689.81 both fines and fees.

Please see attached statistical report.

During the month of August:

- Attended the Directors' meetings
- Attended the City Commission meetings
- Went to City Hall to make the weekly money deposits for the library
- Attended a webinar for Adult Programming
- Hosted an Exhibition and Conference by Emb. Guillermo Ordorica Robles, Cónsul de México on Escuadrón 201. El Compromiso de México y Estados Unidos con la Paz
- Attended a HCLS meeting at the Mercedes Memorial Library in Mercedes, TX
- Attended the monthly HCLS meeting at the Hidalgo Public Library in Hidalgo, TX
- Attended the City Manager Budget meeting
- Attended the Hidalgo County Launching of the E-books program at the Hidalgo County Court House
- Managed the day to day operations of the San Juan Memorial Library

Meetings to be held in September, 2017

Multipurpose Room

McAllen Family Martial Arts, September 2nd
Parks & Recreation Red Ribbon Parade, September 5th
Special City Commission meeting, September 5th
Planning & Zoning meetings, September 7th & 21st
City Commission meetings, September 12th & 26th
Keep San Juan Beautiful meeting, September 13th
Directors' Meeting, September 18th
National Voters' registration Day, September 26th

Training Room:

GED in Spanish, Mondays thru Thursdays, from September 5th to 28th
Computer classes on Tuesdays and Thursdays, from September 5th to 28th

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**San Juan Memorial Library
August 2017 Statistics**

Statistics	
Total Visitors	4,662
Computer Users	1,993
Total Checkouts	2,618
In-House Use	207
Inter-Library Loans	16
New Patrons	108
Reference\ Informational Questions	638
Children's Programs	18
Attendance	71

Multipurpose Room Reservations	Attendance
1st Civil Service Exam	25
3rd Planning & Zoning	9
7th Planning & Zoning	12
8th City Commission	49
9th McAllen Martial Arts Academy	9
9th Keep San Juan Beautiful	7
14th Directors Meeting	16
15th IT Interviews - Executive Room	4
16th Escuadron 201	27
17th IT Interviews - Executive Room	4
17th Planning & Zoning	15
21st Civil Service Meeting	5
22nd City Commission	50
23rd Civil Service Exam	6
28th Directors Meeting	20
31st RBDigital Launch	3
Total	261

Training Room Reservations	Attendance
1st Computer Class	5
2nd Computer Class	
3rd Planning & Zoning	1
3rd Tri-City Leadership	3
8th Computer Class	7
10th Computer Class	6
15th Computer Class	5
17th Computer Class	6
17th Edinburg Finance Class	2
18th Ebook Training	2
22nd Computer Class	4
24th Computer Class	4
24th Edinburg Finance Class	4
29th Small Business Association	2
30th Small Business Association	2
31st Small Business Association	2

Checkouts	
DVDs	784
Books Juvenile	1,616
Books Adult	218
Total	2,618

WiFi Usage	
LibGuest	608
LibStaff	29
LibAdmin	0
Total	637

Study Room Attendance	
Study Rooms	116

Facebook Page	
Likes	3
Visitors	13

SJML Homepage	
Visitors	48,884

Deposits	
Fines	\$ 507.87
Copies	\$ 1,181.94
Total	\$ 1,689.81

Computer Classes	
Attendance	37

San Juan Memorial Library
August 2017 Statistics

Total	55
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Youth & Children's Programs/Attendance

Date	Program	Attendance
Tuesday, August 01, 2017	Coloring	4
Wednesday, August 02, 2017	Coloring	3
Thursday, August 03, 2017	Coloring	5
Tuesday, August 08, 2017	Coloring	7
Thursday, August 10, 2017	Coloring	3
Friday, August 11, 2017	Coloring	2
Tuesday, August 15, 2017	Coloring	4
Wednesday, August 16, 2017	Coloring	6
Friday, August 18, 2017	Coloring	3
Tuesday, August 22, 2017	Movie	5
Tuesday, August 22, 2017	Homework	3
Wednesday, August 23, 2017	Toddler Time	2
Thursday, August 24, 2017	Toddler Time	2
Saturday, August 26, 2017	Story Time/Craft	10
Tuesday, August 29, 2017	Homework	2
Wednesday, August 30, 2017	Homework	5
Thursday, August 31, 2017	Coloring	1
Thursday, August 31, 2017	Game Night	4
Total	18	71



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MEMMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Carmen Gonzalez, Director of Sanitation
DATE: August 31, 2017
SUBJECT: Monthly Report

The month of August the departments accomplished the following:

SANITATION DEPARTMENT

- Rush Truck informed me on the semi-burnt truck is ready and would be delivered as soon as it is possible to bring from Houston. I have ordered all the trash containers needed to ensure that all businesses have city garbage service. I will be sending a letter to the businesses advising them of the timeline they have to let their current company know that they will no longer be using their trash containers.
- The department continues to document garbage containers that are not picked up; the drivers are calling in or taking pictures as to why the containers are left behind. The department continues tagging residents that are not in compliance with the garbage ordinance.
- There are two (2) employees dedicated to checking garbage containers to ensure that the residents are getting billed appropriately. As for the North Alamo Residents, our city staff is finding that there are several residents that are paying for one container but receiving city services for two (2) or more containers. Before picking up the extra containers, staff verifies with North Alamo Water the number of containers they are paying for, when verified, the employees are sent to advise and pick up the extra containers.
- Brush pickup was on schedule on the southwest side and was completed six (6) days ahead of schedule. The brush schedule for the southeast side begins September 1 – 15 and pick up for northeast side begins September 16 - 30. The brush crew continues to give out brush schedules to those residents that cut their trees after the brush has been picked up. The department is providing a one-time courtesy pickup; by giving the residents the brush schedule and courtesy pick up, the brush complaints are now minimal.
- Staff has begun to mulch the brush that is free of debris; this has minimized the trip to the landfill, fuel cost, vehicle maintenance and travel time. Unfortunately, the mulch is too big for the use at the parks and wetlands. Residents will be notified through a mass mail out that brush must be separate from the debris, if the brush is not separated, brush will not be picked up. Staff will be advertising in the Advance News the schedule for brush pick up in order to provide better service to the residents.

CENTRAL GARAGE

- Mechanics are keeping up with the repairs of all City vehicles, tractor mowers and other heavy equipment. All vehicles are checked daily by the employees before they begin their routes and at the end of the week they wash and grease the trucks in order to prevent down time. The mechanics provided the Parks Department with inspection on all their vehicles to see if repairs were needed; there were two (2) trucks that were repaired, inspected and on the road. The head mechanic is continuing the project to take a trash truck that has no use and had been declared surplus a couple of years ago and will convert it into a roll-off truck. The body and fender employee is fixing broken 30 cubic yard containers, mowers, weed eaters and commercial

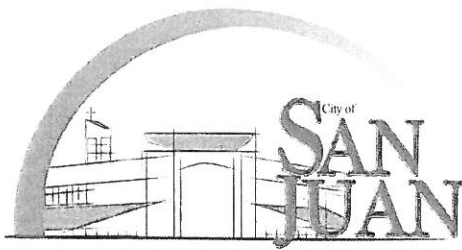
containers. The employee has painted two (2) brush trucks and two (2) grapple trucks and is continuing to paint the trucks and change logos to ensure the trucks look presentable.

STREETS DEPARTMENT

- The mowing crew is working on the main streets as-well-as residential areas. There are two (2) crews doing right-of-ways, one on the south side and the other on the north side.
- Repair of streets/alleys is continuous. The crew continues with repairing main streets and the residential neighborhoods. There is a crew that is dedicated to repairing the roads in the alleys. .
- Street signs are replaced when the signs are either reported or the street crew sees a sign that requires replacement. Staff has been putting up “No Dumping Signs”, speed limit signs on Hall Acres and street signs on Olive Street.
- The sweeper continues to sweep around the City of San Juan daily. CDL employees are being trained on the sweeper. The sweeper was out on Chula Vista, Short Road, North Gate and some main streets.
- A crew has been cleaning the storm drains at the Housing Authority to try and reduce the flooding in that area and continues to clean out the drains on the south side of town.
- The streets crew completed repairs to the entrance of West Amy Drive next to the post office in three days. They are preparing to repair the street next to Fire Station #2.

MISCELLANEOUS

- The City fumigated on the south and north side of town for the third time. I have an employee studying to get his license in fumigating.
- Demolitions of dilapidated homes continue but have not been able to demolish as fast as the first four (4) since there has been bee problems.
- The department gave out two thousand four hundred (2,400) sandbags on Thursday and five hundred (500) sandbags on Friday and has five hundred (500) in storage.



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

"The Friendly City"

MEMORANDUM

To: Benjamin Arjona, City Manager
From: Eric Munoz, Environmental Coordinator *em*
Date: September 5, 2017
Subject: August Monthly Report

Revenue and Tonnage:

Cardboard:	4.51 tons/\$877.15
Mixed Paper:	0.00/\$0.00
Newspaper:	1.35 tons/\$114.75
Mix Recyclables':	0.00/\$0.00
Metal:	.46 tons/\$55.20
Used Oil:	100 gals/\$0.00
Total Tons/Revenue:	6.32 tons/100 gals/\$1047.10
Savings of:	\$126.40
Walk-Ins:	524

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Hold Public Hearing to Authorize the City Manager to Submit FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Police Department is requesting \$15,018 from the U.S. Department of Justice's JAG Program. Funds will be use to purchase (4) digital mobile radios to replace older VHS mobile radio. The equipment will enhanced Officer safety and provide additional communication during high risk incidents such as hostage negotiations, barricaded subjects, high risk felony warrants and search warrants. in order to be eligible for award, the application requires governmental review and an opportunity for public comments. Total cost for radios will be \$15,759.72, the San Juan police Department will cover the difference of the total project cost of \$741.72.

RECOMMENDATION:

Staff recommends approval

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd, Weslaco, TX 78596

956-447-8440

Company	City of San Juan Police Dept	Date:	8/29/2017
Address:	2301 N Raul Longoria Rd	Sales Rep:	Jada Valdez
City/St/Zip	San Juan, TX 78589	Phone:	956-588-1251
Attn:	Anthony	Email:	

Qty	Description	Unit Price	Total
	HGAC RA-05-15		\$ -
	Harris XG-75 Mobile Radio		\$ -
	7/800 Only		\$ -
			\$ -
4	Harris XG-75M Mobile, P25 Trunking, Encryption 7/800, Remote Mount Scan Feature Package P25 Trunking Feature , 256-AES, ECP Encryption Control Unit, CH721, Scan, Remote Mount Accessories, XG-75M/M7300 Remote Mount Microphone, STD, Straight Connector Noise Suppressors, 15 AMP (2)	\$ 3,792.43	\$ 15,169.72
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
4	Antenna 760-870	\$ 35.00	\$ 140.00
4	Antenna Cable	\$ 15.00	\$ 60.00
1	Set up & Testing	\$ 170.00	\$ 170.00
4	Programming	\$ 45.00	\$ 180.00
			\$ -
			\$ -
1	Shipping	\$ 40.00	\$ 40.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Subtotal:		\$ 15,759.72
	Sales Tax:		
	Total		\$ 15,759.72

Quotation good for 30 days

A 25% Re-stocking fee will apply for canceled orders.

SALES * SERVICE * WARRANTY
HARRIS * TAIT * MOTOROLA SOLUTIONS

Signature of Accepting Official

Date

This Proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediately at 956-447-8440 and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

05/16/2014

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider First Reading of an Ordinance Adopting the Tax Rate Levy for the City of San Juan, Texas, for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

STAFF COMMENTS AND RECOMMENDATIONS:

On Tuesday, September 5, 2017, 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 (\$0.6684/\$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:

Consider First Reading of Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

PREPARED BY:

Leroy Gonzales,
Interim Director

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
September 12, 2017

Consider First Reading of Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018.

STAFF COMMENTS AND RECOMMENDATIONS:

On Tuesday, September 5, 2017, 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 (\$0.6684/\$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:

Consider First Reading of Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, 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>Nav</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
SEPTEMBER 12, 2017

Hold a Public Hearing and Consider Ordinance Adopting the Budget for the City of San Juan, Texas for Fiscal Year Beginning October 1, 2017 to September 30, 2018.

STAFF COMMENTS AND RECOMMENDATIONS:

The Budget Process was initiated by Department of Finance on May 2, 2017. The 2017-2018 Budget preparation included One (1) Budget Work Session held on July 31, 2017 to discuss Departmental Goals and Objectives and one in September 5, 2017, where the City Manager presented City Manager Recommend Budget. This budget includes the following recommendations:

BUDGET HIGHLIGHTS

No increase in property tax rate; tax rate remains at \$0.6993 per \$100 assessed valuation same as last year.

Additional Personnel: One (1) Public Safety Dispatcher, Two (2) Jailers, Three (3) Firefighters, One (1) Custodian, Two (2) Administrative Clerks. There will be a Promotion from a Firefighter to a Driver/Engineer, and One (1) Reclassification from Laborer to Heavy Truck Driver.

The Classification & Compensation plan will be amended as follows:

Three (3) Administrative Clerks to Accounting Clerk, Payroll Clerk and Accounts Payable Clerk at no additional cost to the General Fund.

City Comprehensive Plan for \$75,000, Planning & Zoning Department.

Increase of \$107,000 in funding to the Fire Department for the following:

New Office Desk	1	\$ 2,000
SCBA	10	\$60,000
Firefighting Gear	10	\$28,000
Twin Size Bedding	8	\$ 8,000
Physical Fitness Station Eqpt 2		\$ 9,000

Increase of \$97,893 in funding to the Police Department for the following:

In-Car Video System	2	\$ 7,990
Portable Radios	5	\$ 2,000
Tasers	10	\$13,000
Evidence Sync	1	\$25,000
AFIX Tracker	1	\$48,903
Building Renovation	1	\$ 1,000

Increase of \$20,000 in funding to the Streets & Alley for the following:

Street Roller	1	\$20,000
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Increase of \$2,000 in funding to the Central Garage for the following:

Air Compressor	1	\$ 2,000
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Increase of \$11,000 in funding to the Library Fund for the following:

Personal Computers	15	\$ 9,000
Software	1	\$ 2,000

Increase of \$20,000 in funding to the Recreation Division for the following:

Pick-up Truck	1	\$20,000
---------------	---	----------

Increase of \$18,000 in funding to the Information Technology for the following:

Mid-size Vehicle	1	\$16,000
Fire Department Switch	1	\$ 2,000

SANITATION FUND

One (1) Reclassification, One (1) Laborer to Heavy Truck Driver.

The Classification & Compensation plan will be amended as follows:

One (1) Sanitation Supervisor

One (1) Streets/Alleys & Recycling Supervisor

Increase of \$50,000 in funding to the Sanitation Department for the following:

Various Size Containers	40	\$43,992
Zero Riding Mower	1	\$ 6,008

UTILITY FUND

Two (2) Reclassification, One (1) Laborer to Plant Operator, and One (1) Plant Operator to a Lead Plant Operator, and Certification Pay.

MISCELLANEOUS GRANTS

The City Miscellaneous Grant Fund includes Three (3) New Police Officers of \$143,205.

Increase of \$44,286 of funding for the Police Department for the following:

Equipment JAG Grant	\$15,018
Equipment Stone Garden	\$29,268

PARKS DEVELOPMENT FUND

The Hike and Bike project will continue to be funded by the City including \$25,000 for the next Fiscal Year through the Parks Development Fund.

The fund balance for the General Fund is projected to be 19% of the projected expenditures for Fiscal Year ending on September 30, 2017. The Solid Waste Fund continues to remain financially stable. A study on the Utility Fund rates will be produced in order to review the costs associated with the services provided. The Budget Ordinance is attached for your consideration.

RECOMMENDATION:

Approve First Public Hearing and Consider Ordinance Adopting the Proposed Budget for the City of San Juan for Fiscal Year beginning October 1, 2017 through September 30, 2018

PREPARED BY:

Leroy Gonzales,
Interim Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE No. ____

AN ORDINANCE BY THE SAN JUAN CITY COMMISSION ADOPTING THE BUDGET OF THE CITY OF SAN JUAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018 IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SAN JUAN, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION I: The Budget for the City of San Juan, Texas for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as submitted by the City Manager is hereby approved in all respects, and adopted as the City's budget for the fiscal year beginning the 1st day of October, 2017 and ending the 30th day of September, 2018.

The General Fund Budget is hereby approved in the amount of **\$11,109,947**; the Utility Fund Budget is hereby approved in the amount of **\$4,344,844**; the Solid Waste Fund Budget is hereby approved in the amount of **\$2,532,090**; the Asset Forfeiture-State Fund Budget is hereby approved in the amount of **\$60,000**; the Miscellaneous Grants Fund is hereby approved in the amount of **\$341,203**; the Crime Victims Liaison Grant Fund is hereby approved in the amount of **\$10,000**; the Hotel/Motel Occupancy Tax Fund is hereby approved in the amount of **\$51,100**; and the Asset Forfeiture-Federal Fund Budget is hereby approved in the amount of **\$0.00**.

The adoption of this Ordinance specifically amends the proposed Budget as filed with the City Secretary, as required by the law, and the Board of Commissioners hereby finds such amendments to be in the best interest of the taxpayers of the City of San Juan, Texas.

SECTION II: That there is hereby appropriated the amount shown in said budget necessary to provide for a Debt Service Fund for the payment of the principal and interest and the retirement of the bonded indebtedness of the City of San Juan, Texas in the amount of **\$1,567,650**; included within the above stipulated amounts.

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

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

SECTION V: 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 VI: 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.

SECTION VII: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

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 the **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 the **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
SEPTEMBER 12, 2017

Consider Appointment of Board Members to the City of San Juan Keep San Juan Beautiful Board.

STAFF COMMENTS AND RECOMMENDATIONS:

On November 17, 2016, May 6, 2017 and August 6, 2017 three (3) Keep San Juan Beautiful Board members submitted their Letter of Resignation as specified by the by-laws. Therefore, staff is requesting the City Commission nominate and appoint three (3) board members to fill the vacated positions

RECOMMENDATION:

Consider the Nomination and Appointment of a Keep San Juan Beautiful Board Members.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-55-08-31 for the Purchase of Chlorine to DPC Industries, Inc. from Corpus Christi, Texas in the Amount of \$784 Per Ton.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Two Sealed Bids were received for the Purchase of Chlorine; Brenntag Southwest, Inc. from Houston, Texas, No Bid and DPC Industries, Inc. from Corpus Christi, Texas, in the Amount of \$784 per TON and \$135 per 150 Lb Cylinders.

RECOMMENDATION:

Award Bid #17-55-08-31 for the Purchase of Chlorine to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$784 per ton.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF CHLORINE

I/We submit the following bid for the purchase of Chlorine according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Chlorine are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(45) 1-Ton Containers Wastewater Treatment

(25) 1- Ton Containers Water Treatment Plant Nos. 1 and 2

(25) 150-lb Containers

Base Bid

Unit price 1-ton container and put in place \$ NO BID

Unit price 150-lb cylinders and put in place \$ NO BID

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (with one year intervals and no price change).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone N/A hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes _____ No X .

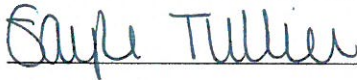
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Not Applicable

Please identify hour of operation Not Applicable

Please identify name of person(s) authorized to receive orders: Not Applicable

Respectfully submitted this 28th day of August, 2017.

COMPANY: Brenntag Southwest, Inc.

SIGNATURE: 

TITLE: Senior Contract Administrator

ADDRESS: 610 Fisher Road

Longview, Texas 75604

TELEPHONE NO: (713) 330-8570

FAX NUMBER: (713) 450-4699

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF CHLORINE

I/We submit the following bid for the purchase of Chlorine according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Chlorine are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

- (45) 1-Ton Containers Wastewater Treatment
- (25) 1- Ton Containers Water Treatment Plant Nos. 1 and 2
- (25) 150-lb Containers

Base Bid

Unit price 1-ton container and put in place \$ 784.00
Unit price 150-lb cylinders and put in place \$ 135.00

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (with one year intervals and no price change).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes _____ No X.

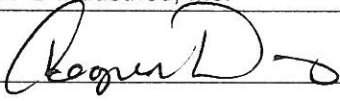
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Corine King 361-289-6947 (24 hour availability)

Please identify hour of operation Monday - Friday 8:00 to 4:30.

Please identify name of person(s) authorized to receive orders: Corine King

Respectfully submitted this 31st day of August, 2017.

COMPANY: DPC Industries, Inc.

SIGNATURE: 

TITLE: RGV - Territory Manager

ADDRESS: 5245 Sunbelt

Corpus Christi, Texas 78408

TELEPHONE NO: 956 466 - 7126

FAX NUMBER: 361 289 - 7709

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-56-08-31 for the Purchase of Sulfur Dioxide to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$749 Per Ton.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Two Sealed Bids were received for the Purchase of Sulfur Dioxide; Brenntag Southwest, Inc. from Houston, Texas, No Bid and DPC Industries, Inc. from Corpus Christi, Texas, in the Amount of \$749 Per Ton.

RECOMMENDATION:

Award Bid #17-56-08-31 for the Purchase of Sulfur Dioxide to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$749 Per Ton.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SULFUR DIOXIDE

I/We submit the following bid for the purchase of Sulfur Dioxide according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Sulfur Dioxide are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(24) 1-Ton Containers Wastewater Treatment

Base Bid

Unit price 1-ton container and put in place \$ 749.00

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional one (1) year

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

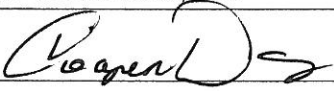
Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?
Yes _____ No X

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Corine King 361-289-6947 (available 24 hours)

Please identify hour of operation Monday - Friday 8:00 to 4:30

Please identify name of person(s) authorized to receive orders: Corine King

Respectfully submitted this 31st day of August, 2017.

COMPANY: DPC Industries, Inc.
SIGNATURE: 
TITLE: RGV Territory Manager
ADDRESS: 5245 Sunbelt
Corpus Christi, Texas 78408
TELEPHONE NO: 956-466-7126
FAX NUMBER: 361-289-7709

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SULFUR DIOXIDE

I/We submit the following bid for the purchase of Sulfur Dioxide according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Sulfur Dioxide are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(24) 1-Ton Containers Wastewater Treatment

Base Bid

Unit price 1-ton container and put in place \$ NO BID

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional one (1) year

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone N/A hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?
Yes _____ No X

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Not Applicable

Please identify hour of operation Not Applicable

Please identify name of person(s) authorized to receive orders: Not Applicable

Respectfully submitted this 28th day of August, 2017.

COMPANY: Brenntag Southwest, Inc.

SIGNATURE:

Gayle Tullin

TITLE:

Senior Contract Administrator

ADDRESS:

610 Fisher Road

Longview, Texas 75604

TELEPHONE NO: (713) 330-8570

FAX NUMBER: (713) 450-4699

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-62-08-31 for the Purchase of Liquid Ammonium Sulfate to Chemtrade Chemicals US, LLC., from Odem, Texas in the Amount of \$0.097 Per Lb.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Two Sealed Bids were received for the Purchase of Liquid Ammonium Sulfate; Brenntag Southwest, Inc. from Houston, Texas, in the Amount of \$0.2075 Per Lb. and DPC Industries, Inc. from Corpus Christi, Texas, in the Amount of \$0.097 Per Lb.

RECOMMENDATION:

Award Bid #17-62-08-31 for the Purchase of Liquid Ammonium Sulfate to Chemtrade Chemicals US. LLC., from Odem, Texas, in the Amount of \$0.097 Per Lb.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**CITY OF SAN JUAN
BID FORM
LIQUID AMMONIUM SULFATE**

BID #17-62-08-31

BID OPENING DATE: August 31, 2017 at 10:00 a.m.

Historical Annual Usage

City of San Juan – (254,500) lbs.

I/We submit the following bid **in duplicate form** for a supply contract for the purchase of Liquid Ammonium Sulfate according to the City of San Juan specifications, less tax.

It is understood that the number of pounds of Liquid Ammonium Sulfate mentioned are based on historical usage and is being provided as an aid to assist bidders in providing the City of San Juan, San Juan Public Utilities, with the best unit price possible. Actual usage may vary up or down during the course of this contract period. Prices quoted are to remain unchanged for a period of one (1) year with the option to extend and additional two (2) years with one year intervals. Unit prices quoted shall be F.O.B. City of San Juan, San Juan Public Utilities Storage Tanks and delivered to locations and exact spot(s) designated by City personnel.

Delivery locations:

City of San Juan, Public Utilities:

Water Treatment Plant #1, 700 S. Kansas, Water Treatment Plant #2, 2111 N. Veterans

No. of LAS gallons ordered (X)'s (10.2) Constant-Rare

(X)'s \$ 2.1165/Gal

Conversion of liquid gallons to pounds

Unit Price/lb. \$ 0.2075/lb

UNIT PRICE PER POUND WRITTEN IN WORDS

Maximum delivery time (not to exceed three calendar days) to designated sites after receiving order by telephone, fax or email 72 hours.

Respectfully submitted on this 28th day of August, 2017.

Signature: Gayle Tullier

Company Name: Brenntag Southwest, Inc.

Type/Print Name: Gayle Tullier

Address: 610 Fisher Road

Title: Senior Contract Administrator

Longview, Texas 75604

Telephone No. (713) 330-8570

Fax No./Email Address (713) 450-4699

**CITY OF SAN JUAN
BID FORM
LIQUID AMMONIUM SULFATE**

BID #17-62-08-31

BID OPENING DATE: August 31, 2017 at 10:00 a.m.

Historical Annual Usage

City of San Juan - (254,500) lbs.

I/We submit the following bid **in duplicate form** for a supply contract for the purchase of Liquid Ammonium Sulfate according to the City of San Juan specifications, less tax.

It is understood that the number of pounds of Liquid Ammonium Sulfate mentioned are based on historical usage and is being provided as an aid to assist bidders in providing the City of San Juan, San Juan Public Utilities, with the best unit price possible. Actual usage may vary up or down during the course of this contract period. Prices quoted are to remain unchanged for a period of one (1) year with the option to extend and additional two (2) years with one year intervals. Unit prices quoted shall be F.O.B. City of San Juan, San Juan Public Utilities Storage Tanks and delivered to locations and exact spot(s) designated by City personnel.

Delivery locations:

City of San Juan, Public Utilities:

Water Treatment Plant #1, 700 S. Kansas, Water Treatment Plant #2, 2111 N. Veterans

No. of LAS gallons ordered (X)'s (^{10.0}) Constant-Rare * (X)'s \$ 0.9797 GALLON

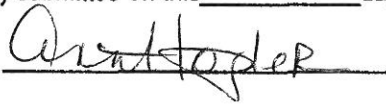
Conversion of liquid gallons to pounds Unit Price/lb. \$ 0.097 /LB

ZERO DOLLARS AND ZERO-NINE-SEVEN CENTS PER LB.

UNIT PRICE PER POUND WRITTEN IN WORDS

Maximum delivery time (not to exceed three calendar days) to designated sites after receiving order by telephone, fax or email 48-72 hours.

Respectfully submitted on this 25TH day of AUGUST, 2017.

Signature: 

Company Name: CHEMTRADE CHEMICALS US LLC

Type/Print Name: ANN HOPLER

Address: 90 EAST HALSEY ROAD

Title: MARKETING SPECIALIST

PARSIPPANY, NJ 07054

Telephone No. 800 441 2659

Fax No./Email Address bids@chemtradelogistics.com

* PRICE EQUATES TO \$194.00/TON

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-59-08-31 for the Purchase of Sludge Hauling and Disposal Service to Denali Water Solutions from Russellville, Arkansas in an Amount not to Exceed \$475 Per Load.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Sealed Bids were received for the Purchase of Sludge Hauling and Disposal Services; Denali Water Solutions Brenntag Southwest, Inc. from Russellville, Arkansas in the Amount of \$\$475 Per Load.

RECOMMENDATION:

Award Bid #17-59-08-31 for the Purchase of Sludge Hauling and Disposal Services to Denali Water Solutions from Russellville, Arkansas in an Amount no to Exceed \$475 Per Load.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN

SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL

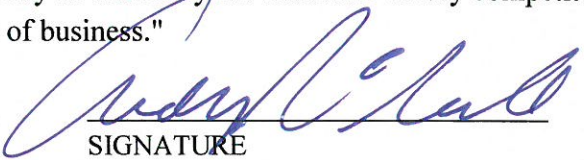
BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

	ITEM AND DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD
	Annual Sludge Transportation and Disposal to Permitted Solid Waste Landfill Contract per Specification			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$ 0.10	\$ 500.00
2	De-Watered Sludge Cake	Per Load	\$ 475.00	\$ 475.00
3	Water Tight Box Rental Water Plant 1(WT) (per month) Water Plant 2(WT) (per month) Wastewater Plant (WW) (per month)	Each Rental	\$ 0.00	\$0.00

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

August 29, 2017

DATE


SIGNATURE

Andrew McNeill

PRINT/TYPE NAME

CEO

TITLE

Denali Water Solutions LLC

COMPANY

angela.beerman@denaliwater.com

E-MAIL

479-498-0050

PHONE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-60-08-31 for the Purchase of Two 30 Yard Dewatering Containers to WaterTech, Inc., from Waller, Texas in the Amount of \$32,980 Each for a Total of \$65,960.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Sealed Bids were received for the Purchase of Two 30 yard Dewatering Containers; WaterTech Inc., from Waller, Texas, in the Amount of \$32,980 each for a Total of \$65,960.

RECOMMENDATION:

Award Bid #17-60-08-31 for the Purchase of Two 30 yard Dewatering Containers to WaterTech, Inc., from Waller, Texas in the of \$32,980 for a Total of \$65,960.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

AQUA-Zyme Disposal Systems, Inc.

"Sludge De-Watering Specialist"

P O Box 489

Van Vleck, TX 77482-0489

Phone: (979) 245-5656 / Fax: (979) 245-8070

September 6, 2017

ADS-JA090617-City of San Juan

David Salinas
City of San Juan
709 So. Nebraska Ave.
San Juan, TX 78589

Re: Bid Invitation -- Dewatering Equipment

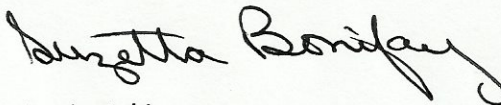
Dear Mr. Salinas:

I understand that the bid invitation, which was posted on the City of San Juan website, closed on 08/31/17. ADS previously sold dewatering equipment to the City about 10 years ago and was planning to submit a new bid.

Unfortunately, due to Hurricane Harvey, Matagorda County was placed under a mandatory evacuation as of Thursday, 08/24/17. We were not allowed to return to the County until the mandatory evacuation was lifted. Our first day back in the office was Friday, 09/01/17.

Since the storm and evacuation were beyond our control, we respectfully request the opportunity to submit our bid.

Sincerely,


for Justin Atkinson
Sales

ADDENDUM # 1
SEALED BIDS FOR 30 YARD DEWATERING "ROLL-OFF" CONTAINERS
BID # 17-60-08-31

SPECIFICATION FOR 2 (TWO) - 30 YARD "ROLL-OFF" CONTAINERS

BIDDER AGREES TO COMPLY WITH ALL CONTDITIONS BELOW, LISTED BID SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDED TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATIONS INDENTIFIED IN THE INVATION TO BID.

Item	Description			Price Per Unit	Number of Units	Extended Price
1	30 Yard Roll-Off Container as per stated specifications			\$32,980	2	\$65,960

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, cooperation, partnership, or institution represented by the bidder, or anyone acting for such firm, cooperation, partnership, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

08/31/17

DATE

936-372-5272

PHONE



SIGNATURE

Steve Holt

PRINT/TYPE NAME

President

TITLE

WWaterTech, Inc.

COMPANY

sholt@wwatertechinc.com

EMAIL

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-61-08-31 for the Purchase of Aluminum Sulfate/Blends to Chemtrade Chemicals US, LLC., from Odem, Texas in an Amount of \$0.0604 Per Lb.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Two Sealed Bids were received for the Purchase of Aluminum Sulfate/Blends; Brenntag Southwest, Inc. from Houston, Texas, \$0.0732 and Chemtrade Chemicals US, LLC., from Odem, Texas, in the Amount of \$0.0604 Per Lb.

RECOMMENDATION:

Award Bid #17-61-08-31 for the Purchase of Aluminum Sulfate/Blends to Chemtrade Chemicals US, LLC., form Odem, Texas in a Amount of \$0.0604.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF ALUMINUM SULFATE

I/We submit the following bid for the purchase of Aluminum Sulfate Blend according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #1 – 24,000 gallons of aluminum sulfate.

Base Bid

Unit price per pound and put in place \$ 0.0604/LBS LIQUID LBS

* FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$249.00/DRY TON

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No . BUT ONLY UNDER SPECIAL OR EMERGENCY SITUATIONS

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached (SEE ATTACHED CONTACT SHEET)
 CUSTOMER SERVICE ON-CALL

Please identify hour of operation 8 AM - 5 PM

Please identify name of person(s) authorized to receive orders: (SEE ATTACHED)
AMANDA LOWRY

Respectfully submitted this 28TH day of AUGUST, 2017.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE:  ANN HOPLER

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

TELEPHONE NO: 800 441 2659

FAX NUMBER: 973 515 4461 ATTENTION: BIDS DEPARTMENT

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
ALUMINUM SULFATE BLEND (1% COPPER SULFATE)**

I/We submit the following bid for the purchase of Aluminum Sulfate Blend (1% Copper Sulfate) according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend (1% Copper Sulfate) are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #1 - 24,000 gallons of aluminum sulfate blend (1% copper sulfate).

Base Bid

*

Unit price per pound and put in place \$ 0.0745/LB

*PRICE EQUATES TO \$149.00/TON. PRODUCT BEING BID IS CHEMTRADE'S CLAR+ION CS4

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No . BUT ONLY UNDER SPECIAL OR EMERGENCY SITUATIONS

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached (SEE ATTACHED)

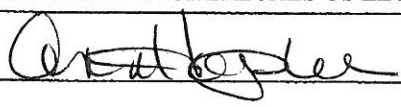
CUSTOMER SERVICE ON CALL

Please identify hour of operation 8 AM - 5 PM

Please identify name of person(s) authorized to receive orders: (SEE ATTACHED)
AMANDA LOWRY

Respectfully submitted this 28TH day of AUGUST, 2017.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE:  ANN HOPLER

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

TELEPHONE NO: 800 441 2659

FAX NUMBER: 973 515 4461 ATTENTION: BIDS DEPARTMENT

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
ALUMINUM SULFATE BLEND (2% POLYMER)**

I/We submit the following bid for the purchase of Aluminum Sulfate Blend (2% Polymer) according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend (2% Polymer) are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #2 – 57,600 gallons of aluminum sulfate blend (2% polymer).

Base Bid

Unit price per pound and put in place \$ 0.077/LB *

*PRICE EQUATES TO \$154.00/TON. PRODUCT BEING BID IS CHEMTRADE'S CLAR+ION A402H

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No _____. BUT ONLY UNDER SPECIAL OR EMERGENCY SITUATIONS.

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached _____ (SEE ATTACHED)

_____ CUSTOMER SERVICE ON-CALL

Please identify hour of operation 8 AM - 5 PM

Please identify name of person(s) authorized to receive orders: (SEE ATTACHED)
AMANDA LOWRY

Respectfully submitted this 28TH day of AUGUST, 2017.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE:  ANN HOPLER

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

TELEPHONE NO: 800 441 2659

FAX NUMBER: 973 515 4461 ATTENTION: BIDS DEPARTMENT

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
ALUMINUM SULFATE BLEND (2% POLYMER & 1% COPPER SULFATE)**

I/We submit the following bid for the purchase of Aluminum Sulfate Blend (2% Polymer & 1% Copper Sulfate) according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend (2% Polymer & 1% Copper Sulfate) are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #2 – 57,600 gallons of aluminum sulfate blend (2% polymer and 1% copper sulfate).

Base Bid

Unit price per pound and put in place \$ 0.0835/LB

*PRICE EQUATES TO \$167.00/TON. PRODUCT BEING BID IS CHEMTRADE'S CLAR+ION 91024

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No . BUT ONLY UNDER SPECIAL OR EMERGENCY SITUATIONS.

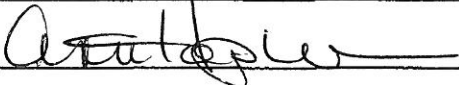
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached (PLEASE SEE ATTACHED)
CUSTOMER SERVICE ON-CALL.

Please identify hour of operation 8 AM - 5 PM.

Please identify name of person(s) authorized to receive orders: (SEE ATTACHED)
AMANDA LOWRY

Respectfully submitted this 28TH day of AUGUST, 2017.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE:  ANN HOPLER

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

TELEPHONE NO: 800 441 2659

FAX NUMBER: 973 515 4461 ATTENTION: BIDS DEPARTMENT

CITY OF SAN JUAN

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF ALUMINUM SULFATE

I/We submit the following bid for the purchase of Aluminum Sulfate Blend according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #1 – 24,000 gallons of aluminum sulfate.

Base Bid

Unit price per pound and put in place \$ 0.0732/lb

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No .

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Juan Gonzalez - (956) 376-3246

Please identify hour of operation Monday - Friday, 8 AM - 5 PM CST

Please identify name of person(s) authorized to receive orders: Customer Service Department; Juan Gonzalez

Respectfully submitted this 28th day of August, 2017.

COMPANY: Brenntag Southwest, Inc.

SIGNATURE: *Gayle Tullier*

TITLE: Senior Contract Administrator

ADDRESS: 610 Fisher Road

Longview, Texas 75604

TELEPHONE NO: (713) 330-8570

FAX NUMBER: (713) 450-4699

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
ALUMINUM SULFATE BLEND (1% COPPER SULFATE)**

I/We submit the following bid for the purchase of Aluminum Sulfate Blend (1% Copper Sulfate) according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend (1% Copper Sulfate) are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #1 – 24,000 gallons of aluminum sulfate blend (1% copper sulfate).

Base Bid

Unit price per pound and put in place \$ 0.1047/lb

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Juan Gonzalez - (956) 376-3246

Please identify hour of operation Monday - Friday, 8 AM - 5 PM CST

Please identify name of person(s) authorized to receive orders: Customer Service Department; Juan Gonzalez

Respectfully submitted this 28th day of August, 2017.

COMPANY: Brenntag Southwest, Inc.

SIGNATURE: Gayle Tullier

TITLE: Senior Contract Administrator

ADDRESS: 610 Fisher Road

Longview, Texas 75604

TELEPHONE NO: (713) 330-8570

FAX NUMBER: (713) 450-4699

COMPANY: Brenntag Southwest, Inc.
SIGNATURE: Gayle Tullier
TITLE: Senior Contract Administrator
ADDRESS: 610 Fisher Road
Longview, Texas 75604
TELEPHONE NO: (713) 330-8570
FAX NUMBER: (713) 450-4699

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
ALUMINUM SULFATE BLEND (2% POLYMER & 1% COPPER SULFATE)**

I/We submit the following bid for the purchase of Aluminum Sulfate Blend (2% Polymer & 1% Copper Sulfate) according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Aluminum Sulfate Blend (2% Polymer & 1% Copper Sulfate) are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of one year from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Historical Annual Usage

Water Treatment Plant #2 – 57,600 gallons of aluminum sulfate blend (2% polymer and 1% copper sulfate).

Base Bid

Unit price per pound and put in place \$ 0.0874/lb

Unit price for one (1) year period with the provision to extend an additional two (2) years (with one year intervals).

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 48 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No .

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Juan Gonzalez - (956) 376-3246

Please identify hour of operation Monday - Friday, 8 AM - 5 PM CST.

Please identify name of person(s) authorized to receive orders: Customer Service Department; Juan Gonzalez

Respectfully submitted this 28th day of August, 2017.

COMPANY: Brenntag Southwest, Inc.

SIGNATURE: Gayle Tullier

TITLE: Senior Contract Administrator

ADDRESS: 610 Fisher Road

Longview, Texas 75604

TELEPHONE NO: (713) 330-8570

FAX NUMBER: (713) 450-4699

CITY OF SAN JUAN

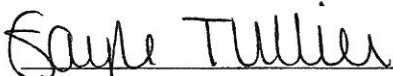
GENERAL CONDITIONS AND AGREEMENT

1. Product supplied will be an **Aluminum Sulfate, Aluminum Sulfate Blend (1% Copper Sulfate), Aluminum Sulfate Blend (2% Polymer) and Aluminum Sulfate Blend (2% Polymer and 1% Copper Sulfate)**. The product must meet or exceed the existing product being used at the Water Treatment Plant.
2. All bidders must **pre-qualify** their product prior to the bid opening date.
3. Contractor proposes and offers to furnish to the City of San Juan Public Utilities all of the City's Aluminum Sulfate Blend needs at unit prices stated on bid form.
4. Contractor agrees to allow the City of San Juan, San Juan Public Utilities an inventory of 6,000 gallons at Water Plant #1 and 5,400 gallons at Water Plant #2.
5. Contractor agrees to deliver additional gallons as needed by the City of San Juan, San Juan Public Utilities within a period of two (2) calendar days after notification by telephone.
6. All contents delivery(ies) by Contractor shall meet all applicable federal and/or state laws and safety requirements.
7. Contractor agrees to provide documentation demonstrating all products meet the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives.
8. Neither the Contractor nor his employees engaged in the delivery and off-loading of Aluminum Sulfate Blend shall be considered employees of the City of San Juan or San Juan Public Utilities. The method and manner of performance of such undertaking will be under the exclusive control of the vendor's delivery personnel. The City will have the right of inspection of said undertaking at any time.
9. The Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City of San Juan, San Juan Public Utilities harmless of any and from all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the contractor.
10. The City of San Juan, San Juan Public Utilities reserves the right to terminate the contract if the Contractor fails to perform in the delivery of chemicals and fails to

meet the minimum requirements of the specifications. Termination will be in written form allowing for two week notice.

11. Contractor agrees not to charge the City of San Juan, San Juan Public Utilities any rental demurred charges.
12. Contractor will furnish the City of San Juan, San Juan Public Utilities, upon request, with factual information as to existence and financial stability of company, along with a list of present cities being serviced, and a laboratory test report of their Aluminum Sulfate Blend from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.
13. This is a bid and offer by Contractor to the City of San Juan, San Juan Public Utilities and shall not be binding upon the City unless accepted and signed by an authorized representative of the City.

Accepted and agreed to this the 28th day of August, 2017



Signature

Gayle Tullier

Print/Type Name

Senior Contract Administrator

Title

Brenntag Southwest, Inc.

Company

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Awarding Bid #17-57-08-31 for the Purchase of Sodium Chlorite Solution to Evoqua Water Technologies, LLC., from Sarasota, Florida and the Purchase of Chlorine Dioxide Generators to JCS Industries, Inc., from Spring, Texas.

STAFF COMMENTS AND RECOMMENDATIONS:

At the Commission Meeting of June 13, 2017, Commission Authorized Staff to Advertise and Accept Sealed Bids for Water and Wastewater Treatment Chemicals, Analytical Laboratory and Solids Hauling and Disposal Services.

On August 31, 2017, Three Sealed Bids were received for the Purchase of Sodium Chlorite and Chlorine Dioxide Generator Maintenance and Add Alternate Purchase of Two Chlorine Dioxide Generators; Evoqua, from Sarasota, Florida, International Dioxide, Inc., from North Kingstown, Rhode Island, and JCS Industries, Inc., from Spring, Texas.

RECOMMENDATION:

Award Bid #17-57-08-31 for the Purchase of Sodium Chlorite Solution to Evoqua Water Technologies, LLC., from Sarasota, Florida in the Amount of \$0.527 Per Lb. and the Purchase of Four Chlorine Dioxide Generators to JCS Industries, Inc., from Spring, Texas in the Amount of \$14,956 Each.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

Variation

AMENDMENT # 1 REVISED SPECIFICATIONS

EXTENDED

**REQUEST FOR SEALED BIDS
FOR THE PURCHASE OF
SODIUM CHLORITE (ClO₂)
AND
MAINTENANCE OF A
CHLORINE DIOXIDE GENERATOR**

Page 3 from this bid indicates that any variation from the specifications/requirements must be clearly indicated on the letterhead attached to bid. Let note that this variation letter is for the Purchase of Sodium Chlorite (BULK, NO SERVICE, NO EQUIPMENT).

The price for Sodium Chlorite per lb in 21,000 pound loads \$0.527

The price for Sodium Chlorite per gallon in 21,000 pound loads \$5.32

The price for Sodium Chlorite per lb in 40,000 pound loads \$0.497

The price for Sodium Chlorite per gallon in 40,000 pound loads \$5.02

CITY OF SAN JUAN

MAINTENANCE OF A CHLORINE DIOXIDE GENERATOR

The company will submit the following bid for the Service to Provide Chlorine Dioxide Generated On-site according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Sodium Chlorite Solution are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. **Price quoted is to remain unchanged** from October 1, 2017, ending on September 30, 2018, with the option to extend the contract. **Original price quoted is to remain unchanged** for the additional two (2) years ending September 30, 2020. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Base Bid

Unit price per gallon and installed \$ 13.635 (\$1.35/lb)

Unit Price

Maximum delivery time (not to exceed five calendar days) to San Juan sites after receiving order by telephone 120 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes X No .

Is bidder able to pick up and send water samples? Yes ☒ No ☐

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached

Tomas Villagomez (956) 522-8196

Please identify hour of operation 8:00 AM - 5:00 PM

Please identify name of person(s) authorized to receive orders: _____

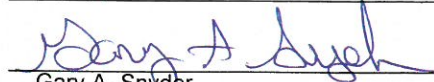
Annabel Johnson, Tomas Villagomez, Virginia Campbell

*Please see Evoqua Water Technologies LLC Standard Terms of Sale

Respectfully submitted this 31 day of August, 2017.

COMPANY: Evoqua Water Technologies LLC

SIGNATURE:


Gary A. Snyder

TITLE:

Director of Field Services

ADDRESS:

2650 Tallevast Road

Sarasota, FL 34243

TELEPHONE NO:

941-359-7916

FAX NUMBER:

941-359-7985

**CITY OF SAN JUAN
NEW CHLORINE DIOXIDE GENERATOR**

The company will submit the following bid for the purchase of New Chlorine Dioxide Generator according to the City of San Juan specification, less tax:

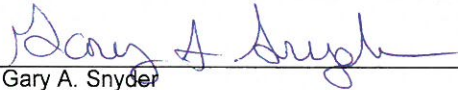
It is understood that the New Chlorine Dioxide Generator is a NEW unit and not a used or refurbished unit. Prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Base Bid

Unit Price and installed \$ \$65,329 each, 2 at \$130,658 *

Respectfully submitted this 31 day of August, 2017.

COMPANY: Evoqua Water Technologies LLC

SIGNATURE: 
Gary A. Snyder

TITLE: Director of Field Service

ADDRESS: 2650 Tallevast Road
Sarasota, FL 34243

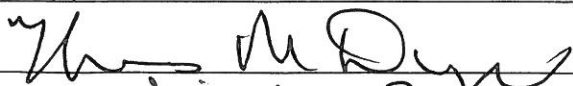
TELEPHONE NO: 941-359-7916

FAX NUMBER: 941-359-7985

*Units quoted are standard NSF listed Millennium III CVF Generators
Please see Evoqua Water Technologies LLC Standard Terms of Sale

Respectfully submitted this 31st day of August, 2017.

COMPANY: International Dioxide, Inc.

SIGNATURE: 

TITLE: Chlorine Dioxide Business Director

ADDRESS: 40 Whitecap Drive
North Kingstown, RI 02852-7445

TELEPHONE NO: 401-295-8800

FAX NUMBER: 401-295-7108

CITY OF SAN JUAN
MAINTENANCE OF A CHLORINE DIOXIDE GENERATOR

The company will submit the following bid for the Service to Provide Chlorine Dioxide Generated On-site according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Sodium Chlorite Solution are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. **Price quoted is to remain unchanged** from October 1, 2017, ending on September 30, 2018, with the option to extend the contract. **Original price quoted is to remain unchanged** for the additional two (2) years ending September 30, 2020. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Base Bid

Unit price per gallon and installed \$ NO BID

Unit Price

Maximum delivery time (not to exceed five calendar days) to San Juan sites after receiving order by telephone NO BID hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes NO No BID.

Is bidder able to pick up and send water samples? Yes NO No BID.

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached NO BID

Please identify hour of operation NO BID

Please identify name of person(s) authorized to receive orders: NO BID

Respectfully submitted this _____ day of _____, 2017.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NUMBER: _____

Ho Bio

**CITY OF SAN JUAN
NEW CHLORINE DIOXIDE GENERATOR**

The company will submit the following bid for the purchase of New Chlorine Dioxide Generator according to the City of San Juan specification, less tax:

It is understood that the New Chlorine Dioxide Generator is a NEW unit and not a used or refurbished unit. Prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

Base Bid

Unit Price and installed \$ \$14,950.00 PER FEEDER. TOTAL FOR 2. \$29,900.00

Respectfully submitted this 5TH day of SEPTEMBER, 2017.

COMPANY:

JCS INDUSTRIES, INC.

SIGNATURE:

BW L

TITLE:

PRESIDENT

ADDRESS:

5505 FM 2920

SPRING TX 77388

TELEPHONE NO:

281-353-2100

FAX NUMBER:

281-353-0657

brian@jcsindustries.us.com

CELL 832-764-2314

Sodium Chlorite (CL02) and Maintenance of a Chlorine Dioxide Generator

Base Bid	JCS Industries, Inc.	Evoquo Water Technologies	International Dioxide, Inc.
New Chlorine Dioxide Generator	✓ Unit Price \$14,950.00	Unit Price \$65,329.00	No bid
New Chlorine Dioxide Generator (Two units)	✓ 2 Units at \$29,900.00	2 Units at \$130,658.00	No bid
Price for Sodium Chlorite per lb in 21,000 pound loads	✓ No bid	✓ \$0.527	Not provided
Price for Sodium Chlorite per gallon in 21,000 pound loads	✓ No bid	✓ \$5.320	Not provided
Price for Sodium Chlorite per lb in 40,000 pound loads	✓ No bid	✓ \$0.497	Not provided
Price for Sodium Chlorite per gallon in 40,000 pound loads	✓ No bid	✓ \$5.020	Not provided
Maintenance of Chlorine Dioxide Generator			
Unit price per gallon and installed (Base Bid)	✓ No Bid	✓ \$13.635 (\$1.35/lb)	✓ \$13.84/gal or \$1.38/lb
Maximum delivery time...	✓ No Bid	✓ 120 hours	✓ 120 hours

Bid # 17-57-08-31 Amendment #1 Revised Specifications

- Extended Request for Sealed Bids for the Purchase of Sodium Chlorite (CL02) and Maintenance of a Chlorine Dioxide Generator

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Approval on the Renaming of “San Juan Memorial Park” located at 819 Sgt. Leonel Trevino to “San Juan Fireman’s Park.”

STAFF COMMENTS AND RECOMMENDATIONS:

On August 22, 2017, the City Commission approved the Fire Department to acquire the San Juan Memorial Park/Kitchen. 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. Therefore, the department would like to rename the park to “San Juan Fireman’s Park”.

RECOMMENDATION:

Approval on the Renaming of “San Juan Memorial Park” located at 819 Sgt. Leonel Trevino to “San Juan Fireman’s Park”.

PREPARED BY:

Tirso Garza, Fire
Chief

APPROVED BY:

Benjamin Arjona, City
Manager

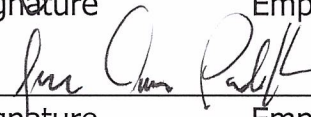
PETITION FOR RECOGNITION

TO: Mayor and City Commission
City of San Juan, Texas

We, the undersigned duly qualified police officers who are sworn, certified and full time employees of the City of San Juan, present this employee petition pursuant to Section 174.102 of the TEXAS LOCAL GOVERNMENT CODE to the Mayor and City Commissioners of the City of San Juan and request that the Mayor and City Commissioners of the City of San Juan grant recognition to the San Juan Professional Law Enforcement Association as the sole and exclusive bargaining agent for all eligible employees of the San Juan Police Department pursuant to Section 174.003 of the TEXAS LOCAL GOVERNMENT CODE.

1.	<u>Juan P. Galindo</u>	<u>Juan P. Galindo</u>	<u>1473</u>	<u>6/1/2017</u>
	Printed Name	Signature	Employee ID #	Date
2.	<u>Jose A. Riojas Jr.</u>	<u>[Signature]</u>	<u>1253</u>	<u>6/1/2017</u>
	Printed Name	Signature	Employee ID #	Date
3.	<u>Walter Lince</u>	<u>[Signature]</u>	<u>1753</u>	<u>6/1/2017</u>
	Printed Name	Signature	Employee ID #	Date
4.	<u>JUAN CERRILLO</u>	<u>[Signature]</u>	<u>1419</u>	<u>4/1/17</u>
	Printed Name	Signature	Employee ID #	Date
5.	<u>Ricardo Martinez</u>	<u>[Signature]</u>	<u>1736</u>	<u>4/1/17</u>
	Printed Name	Signature	Employee ID #	Date
6.	<u>Edmundo Navas</u>	<u>[Signature]</u>	<u>1070</u>	<u>6/1/17</u>
	Printed Name	Signature	Employee ID #	Date
7.	<u>[Signature]</u>	<u>[Signature]</u>	<u>1327</u>	<u>6-2-2017</u>
	Printed Name	Signature	Employee ID #	Date
8.	<u>Ricardo S. Soto</u>	<u>[Signature]</u>	<u>1671</u>	<u>6-2-2017</u>
	Printed Name	Signature	Employee ID #	Date
9.	<u>Jose Mora</u>	<u>[Signature]</u>	<u>1461</u>	<u>6-2-2017</u>
	Printed Name	Signature	Employee ID #	Date
10.	<u>Marro Hernandez</u>	<u>[Signature]</u>	<u>1474</u>	<u>6-2-17</u>
	Printed Name	Signature	Employee ID #	Date
11.	<u>Daniel Ozuva</u>	<u>[Signature]</u>	<u>1795</u>	<u>6-2-17</u>
	Printed Name	Signature	Employee ID #	Date

12.	Toni Norelo	Toni Norelo	1791	6/2/17
	Printed Name	Signature	Employee ID #	Date
13.	Alexis Adams	[Signature]	1751	6/2/17
	Printed Name	Signature	Employee ID #	Date
14.	Cesar [Signature]	[Signature]		6/2/17
	Printed Name	Signature	Employee ID #	Date
15.	Carlos Ramos	[Signature]	1486	6/2/17
	Printed Name	Signature	Employee ID #	Date
16.	Juan [Signature]	[Signature]	1684	6-2-17
	Printed Name	Signature	Employee ID #	Date
17.	Juan Escobedo	[Signature]	1513	6-2-17
	Printed Name	Signature	Employee ID #	Date
18.	Brandon Solis	[Signature]	1792	6-2-17
	Printed Name	Signature	Employee ID #	Date
19.	Cesar Lizcano	[Signature]	1793	6-2-17
	Printed Name	Signature	Employee ID #	Date
20.	Belinda Ramos	[Signature]	1350	06/02/17
	Printed Name	Signature	Employee ID #	Date
21.	Yessenia Hernandez	[Signature]	1730	06/03/17
	Printed Name	Signature	Employee ID #	Date
22.	Erik Genzales	[Signature]	1752	6-3-17
	Printed Name	Signature	Employee ID #	Date
23.	Chery Flores	[Signature]	1469	6-3-17
	Printed Name	Signature	Employee ID #	Date
24.	Jonathon Mankey	[Signature]	1495	6.6.17
	Printed Name	Signature	Employee ID #	Date
25.	[Signature] VOID	[Signature]		
	Printed Name	Signature	Employee ID #	Date

26.	Jesus Ramirez		1089	06-06-17
	Printed Name	Signature	Employee ID #	Date
27.	Jose Omar Padilla		1064	06-06-17
	Printed Name	Signature	Employee ID #	Date
28.	Rodolfo Luna		1067	6-6-17
	Printed Name	Signature	Employee ID #	Date
29.	Albino Rodriguez		1056	6-7-17
	Printed Name	Signature	Employee ID #	Date
30.	E. Lopez		0484	6/8/17
	Printed Name	Signature	Employee ID #	Date
31.				
	Printed Name	Signature	Employee ID #	Date
32.				
	Printed Name	Signature	Employee ID #	Date
33.				
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35.				
	Printed Name	Signature	Employee ID #	Date
36.				
	Printed Name	Signature	Employee ID #	Date
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	Printed Name	Signature	Employee ID #	Date
38.				
	Printed Name	Signature	Employee ID #	Date
39.				
	Printed Name	Signature	Employee ID #	Date
40.				
	Printed Name	Signature	Employee ID #	Date



Joey Escobedo, President
Rudy Flores, Vice President
Joseph Martinez, Secretary
Roberto Ruiz, Treasurer
Esequiel Saenz, Sergeant at Arms

September 7, 2017

Mr. Arjona,

We are responding to your official request of our local unit that will be representing the San Juan Firefighters during the collective bargaining meetings. The San Juan Professional Firefighters Local 4697 will be the advising unit and the majority bargaining agent. Our representative and spokesperson that will represent the association will be member Mickey Rojas and our lead negotiator will be Ralph Torres Service Director for the Texas State Association of Firefighters. In an event where Mickey Rojas cannot attend the meeting he will be filled in by our Local 4697 president. Please feel free to contact us in an event you have any questions.

Local 4697 Executive Board

Joey Escobedo, President	956-205-3110
Rudy Flores, Vice President	956-559-9514
Joseph Martinez, Secretary	956-246-6898

A handwritten signature in purple ink, appearing to be 'AE' or similar, written over a horizontal line.

Joey Escobedo Local 4697 President

received

9/8/2017 DHC 8:47 am
Diana H. Canazas
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, Being a 1.78-Acre Tract of Land Being a Portion of Lot 14, Block 8, John Closner Subdivision, Located at the Northeast Corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Treviño, owner of Aziz Quick Stop LLC., is proposing to subdivide 1.78 acres into a commercial lot in order to build an Aziz Convenience Store with a gas station. Part of the property (East side) was rezoned into General Business District (C-2) in order to comply with the zoning ordinance and a conditional use permit was granted by the City Commission on May 23, 2017 in order to operate the gas station and for the sale of alcoholic beverages for off-premise consumption.

Mr. Treviño is proposing to have an entrance along Raul Longoria Road and two entrances along Eldora Road. He will need to provide 14 feet of additional pavement along Eldora Road and will need to relocate the traffic signal box located at the Northeast corner of the intersection or escrow funds with the City prior to subdivision recording.

RECOMMENDATION:

During the regular scheduled meeting in August 17, 2017, the Planning and Zoning Commission unanimously recommended preliminary and final plat approval subject to the list of requirements as presented by staff.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/17/2017
CITY COMMISSION – 09/12/2017
DATE PREPARED – 08/30/2017

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Preliminary and Final Plat Approval of the San Juan & Eldora Subdivision.

APPLICANT: DTS Family Limited Partnership

SURVEYOR/ENGINEER: R.E. Garcia & Associates

LEGAL: A 1.78-acre tract of land being a portion of Lot 14, Block 8, John Closner Subdivision

LOCATION: The property is located at the Northeast corner of Raul Longoria and Eldora Roads

LOT/TRACT SIZE: 1.78 acres

EXISTING LAND USE AND ZONING: North – Institutional; Single-Family Residence District (R-S) / General Business District (C-2)
South – Commercial; General Business District (C-2)
West – Residential; General Business District (C-2)
East – Church; Single-Family Residence District (R-S)

ACCESS AND CIRCULATION: The property has access onto Eldora and Raul Longoria Roads.

PUBLIC SERVICES: Water service is provided by the North Alamo Water Supply Corporation and sewer is provided by the City of San Juan.

RECOMMENDATION: Staff recommends approval of the preliminary and final plat subject to the conditions outlined in the staff's report. A comprehensive evaluation and identification of the conditions for approval is on the following page(s).

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Treviño, who owns Aziz Quick Stop, LLC. is proposing to subdivide 1.78 acres into a one (1) commercial lot in order to build an Aziz Convenience Store with a gas station. It is noted that part of the property (East side) was rezoned into General Business District (C-2) in order to comply with the zoning ordinance and a conditional use permit was granted by the City Commission in order to operate the gas station and for the sale of alcoholic beverages for off-premise consumption.

Mr. Treviño is proposing to have an entrance along Raul Longoria Road and two entrances along Eldora Road. The proposed gas station is going to be located at the West side of the property and the convenience store to the East side. The subdivision is proposed to have North Alamo Water Supply Corporation for water and the City of San Juan for sewer services.

PLAT REQUIREMENTS

Plat:

1. 20-feet of Right-of-way dedication along Eldora and Raul Longoria Roads as per the Hidalgo County Thoroughfare Plan.
2. A 15-foot utility easement is required along the perimeter of the subdivision as per ordinance.
3. Plat Note needed that an 8' opaque buffer is required next to residential during the building permit process. An 8' wall has already been constructed along the East side of the property next to the church.
4. A 5-foot sidewalk to be required along Raul Longoria and Eldora Roads to be required during the building permit process.

Fire:

1. One additional fire hydrant will be required at the entrance, along Raul Longoria Road.
2. All designed waterlines shall be looped on a fire department approved water main.
3. Will need to install a fire hydrant, fire hydrant placement will be noted once construction plans have been submitted.
4. Fire hydrants must be Mueller and painted safety yellow.
5. Fire hydrants must be installed before any construction is to begin.
6. Fire lanes must be painted Red: 15 feet on each side of hydrant with lettering at least 3 inches tall FIRE LANE NO PARKING
7. Once hydrants are installed, must advise fire department to have the fire hydrants tested before any construction is to begin.

Pavement:

1. 14-feet of additional pavement with curb and gutter is required along Eldora Road along with the relocation of the TxDOT traffic signal box at the Northeast corner of the Intersection or escrows for the equivalent costs must be provided before subdivision recording.

**PRELIMINARY AND FINAL PLAT APPROVAL
SAN JUAN & ELDORA SUBDIVISION
SEPTEMBER 12, 2017**

PAGE 3

Fees:

1. Recording Fees \$106.00
2. Hidalgo County Drainage District \$250.00
3. A Park Dedication Fee of \$525.00 per acre being platted for commercial purposes shall be paid prior to subdivision recording (\$934.50)

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Subdivision Plat
Site Plan
Photos

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/17/17 Commissioner Alaniz made a motion to approve the Preliminary and Final Plat approval subject to the list of conditions in the packet. Commissioner Vargas seconded the motion. The motion passed with a (4-0) vote.

Mr. Cervantes explained to the Commission that the proposed subdivision plat is for the convenience store. He added that TxDOT was involved in the subdivision review meeting. He mentioned that the applicant has complied with the zoning and the conditional use permit for the sale of alcoholic beverages requirements.

Commissioner Vargas asked if this subdivision plat is for the convenience store and asked if everything was cleared with the school next door. Mr. Cervantes responded that the subdivision plat is for the gas station and the convenience store. He said that the conditional use permit for the sale of alcoholic beverages for off-premise consumption at the site had been approved by the City Commission.

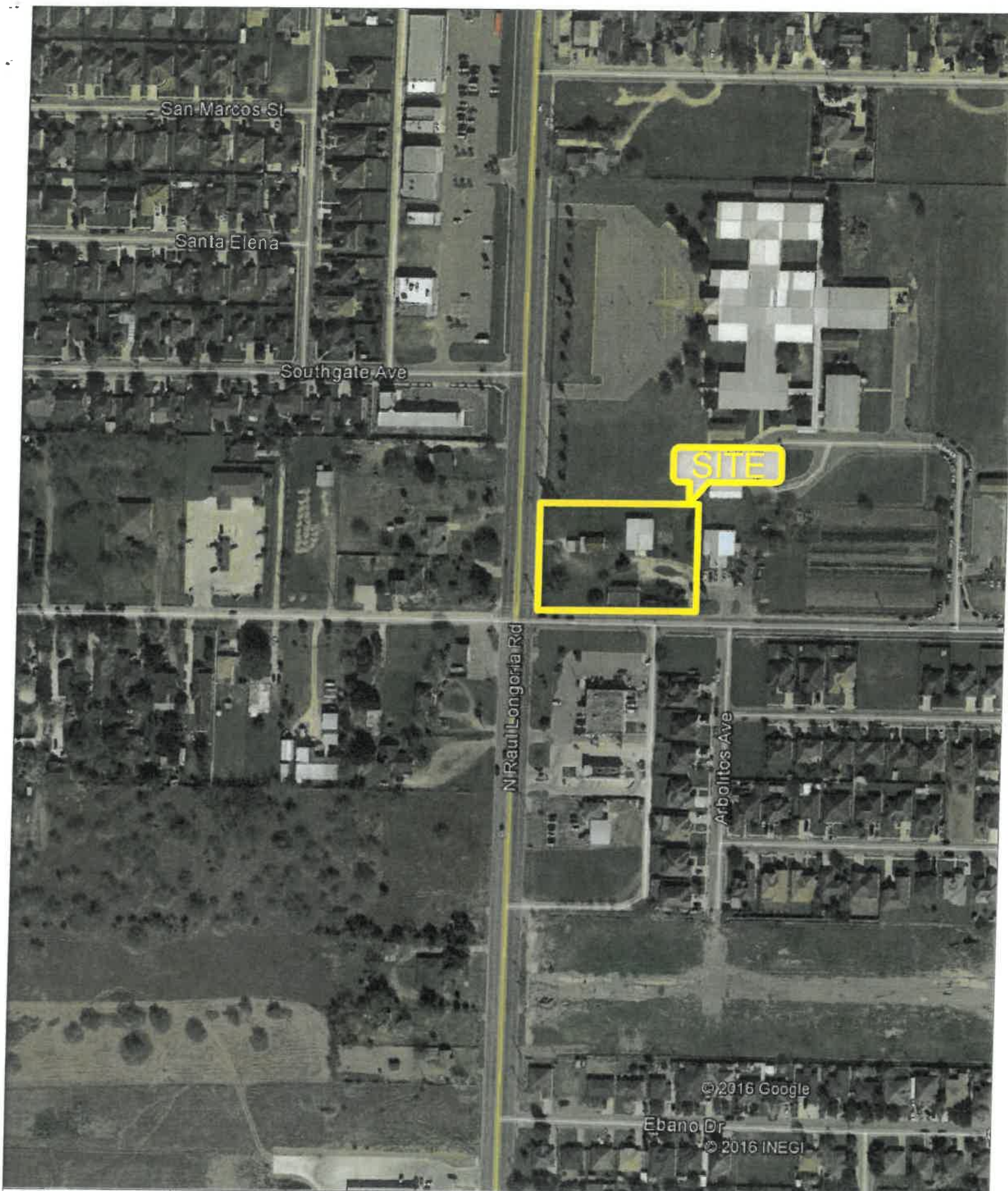


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, being a 1.78-acre tract of land being a portion of Lot 14, Block 8, John Closner Subdivision, located at the Northeast corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.



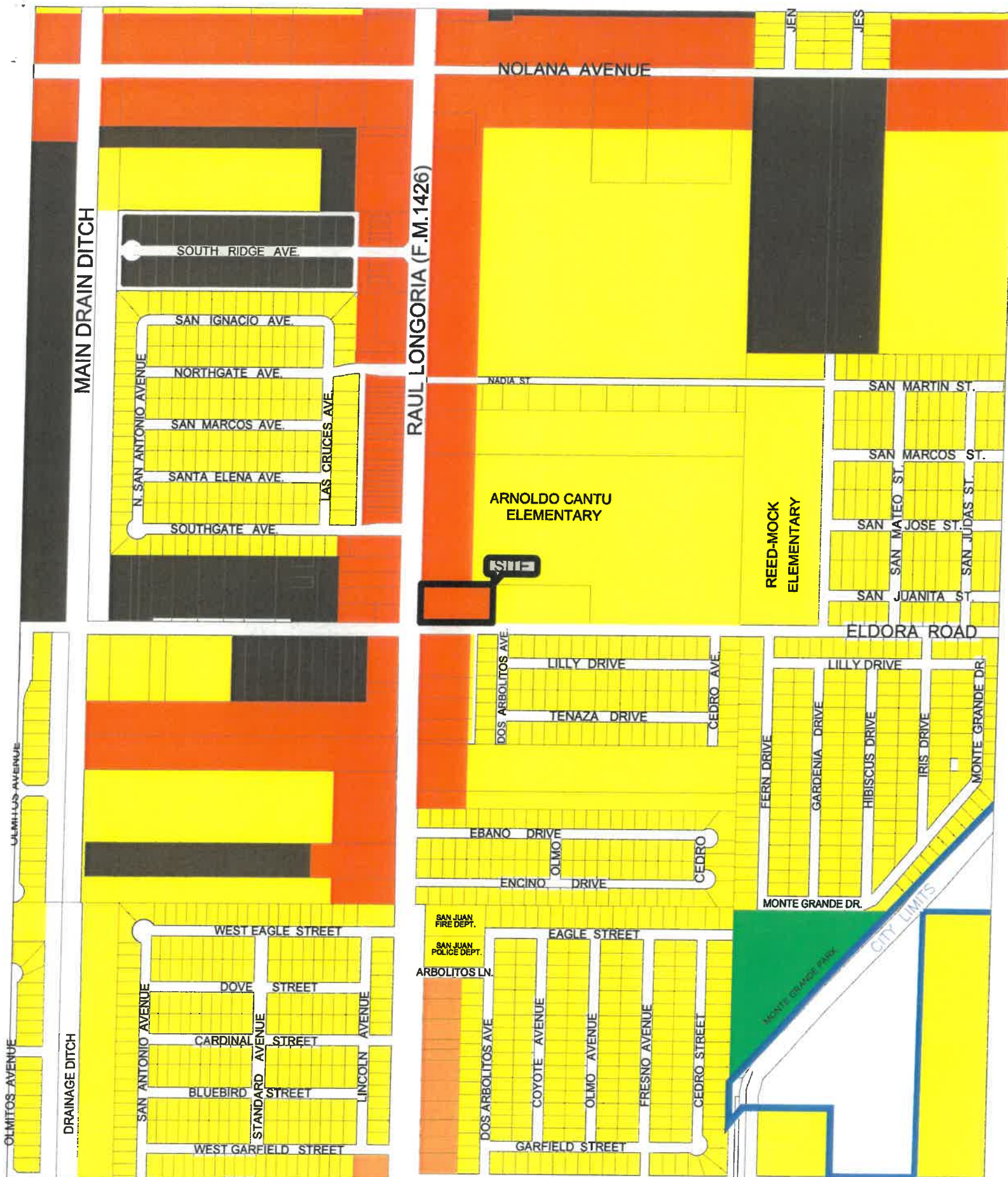


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, being a 1.78-acre tract of land being a portion of Lot 14, Block 8, John Closner Subdivision, located at the Northeast corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.





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

Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, being a 1.78-acre tract of land being a portion of Lot 14, Block 8, John Closser Subdivision, located at the Northeast corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.



RAUL LONGORIA RD. (F.M. 1426)
(80.0' R.O.W.)

PSJA ISD
ARNDOLFO GAYTU SR.
ELEMENTARY SCHOOL
VOLUME 3337 PAGE 323 H.C.D.R.

VOLUME 1946
PAGE 606 H.C.D.R.

VOLUME 2355
PAGE 711 H.C.D.R.

INSTRUMENT NO.
1359750 H.C.D.R.

N08°29'00"E 222.00'

VOLUME 902 PAGE 653 H.C.D.R.

20' ADDITIONAL R.O.W.
DEDICATED BY THIS PLAT

N08°29'00"E 152.00'

15' EXCLUSIVE N.A.W.S.C. EASEMENT
DEDICATED BY THIS PLAT

15' EXCLUSIVE N.A.W.S.C. EASEMENT
DEDICATED BY THIS PLAT

LOT 1
1.20 ACRES
52329.48 SQUARE FEET

581°31'00"E 350.00'

290.00'

S.W. CORNER
LOT 14 BLOCK 8

N81°31'00"W 350.00'

LA FAMILIA BUSINESS
CENTER SUBDIVISION
VOLUME 36 PAGE 100 H.C.D.R.

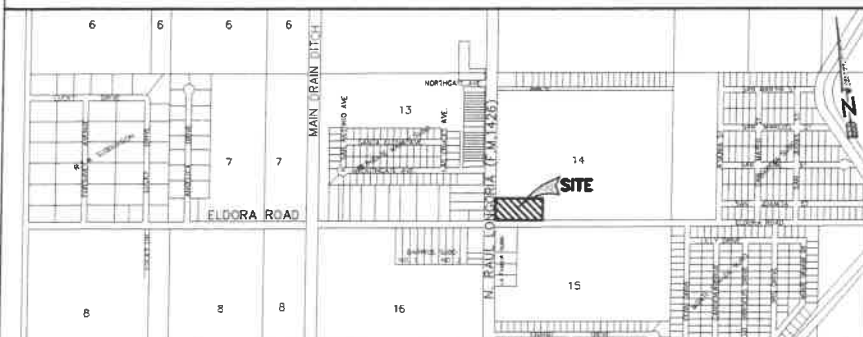
INSTRUMENT NO. 2474721 H.C.D.R.

MONTE GRANDE ESTATES
SUBDIVISION PHASE II
VOLUME 41 PAGE 145 H.C.D.R.

LEGEND:

- F - FOUND 1/2" IRON ROD
- F₁ - FOUND 1/2" IRON PIPE
- F₂ - FOUND COTTON PICKER SPINDLE
- S - SET 1/2" IRON ROD W/
A CAP LABELED "RFLS 4204"

LOCATION MAP
SCALE: 1" = 1000'



NORTH ALAMO WATER SUPPLY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR") WHETHER ONE OR MORE PERSONS ARE NAMED, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE- MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS/ARE INSTALLED, THE EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ADJUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTEE EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____ 2015.

DAGOBERTO TREVIÑO
ST & DT, LLC, A TEXAS LIMITED LIABILITY COMPANY
4513 NORTH 4TH STREET
MCALLEN, TEXAS 78504

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, (WE) THE UNDERSIGNED, HEREIN AS **SAN JUAN & EL** NAME IS SUBSCRIBED HERE, STREETS, ALLEYS, PARKS, 1 SHOWN FOR THE PURPOSE (

DAGOBERTO TREVIÑO
ST & DT, LLC, A TEXAS LIMITED
4513 NORTH 4TH STREET
MCALLEN, TEXAS 78504

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED, DAY APPEARED DAGOBERTO, SUBSCRIBED TO THE FOREGOING THE SAME FOR THE PURPOSE

GIVEN UNDER MY HAND AND

MY COMMISSION EXPIRES: _____

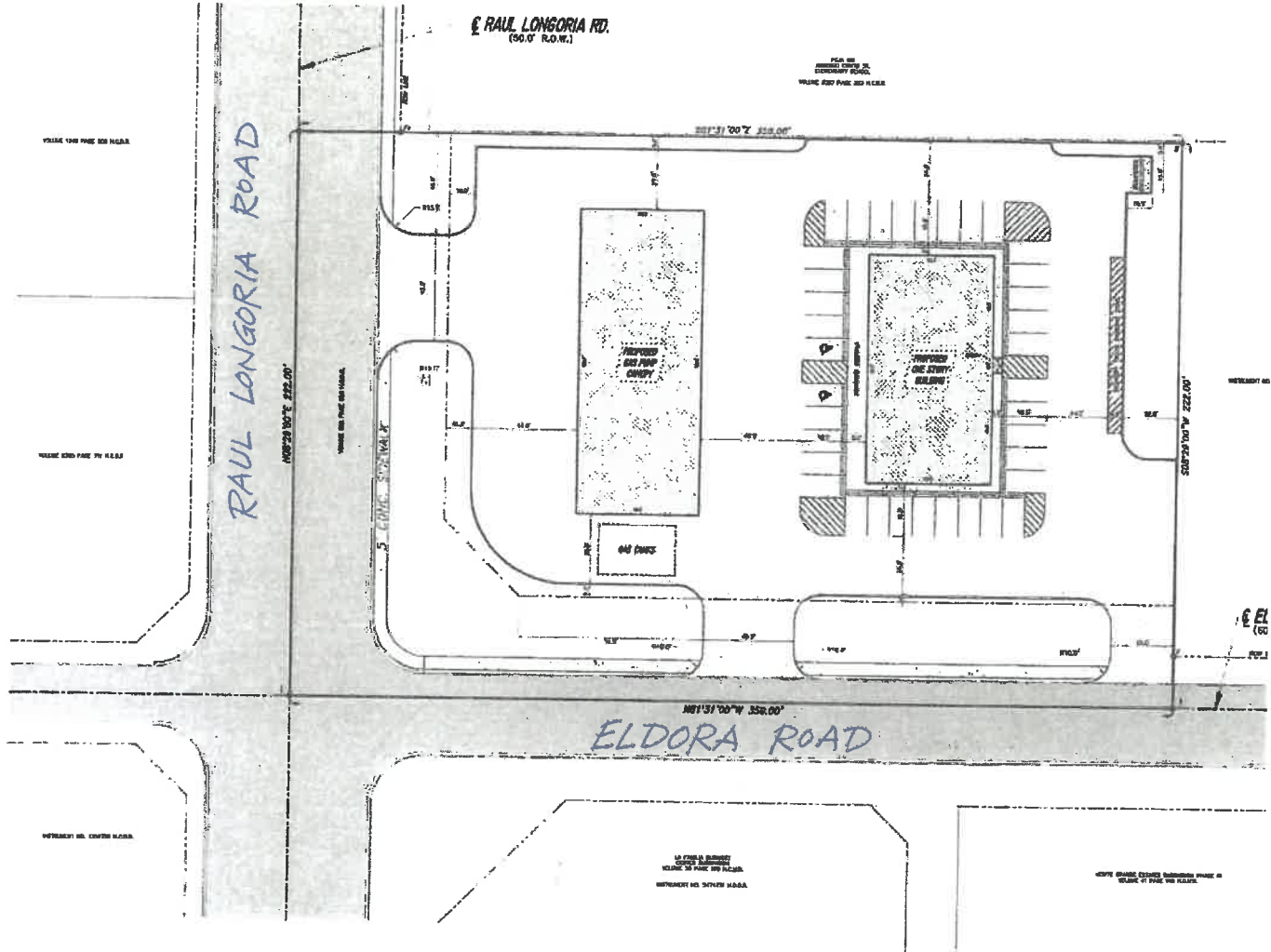
PRINCIPAL CONTACTS:

NAME:
OWNER: **DAGOBERTO TREVIÑO**
ENGINEER: **RAUL E. GARCIA**
SURVEYOR: **RAUL E. GARCIA**

ADDRESS:
4513 N. 4TH ST.
116 N. 12TH
116 N. 12TH

CITY, STATE & ZIP:
MCALLEN, TX 78504
EDINBURG, TX 78539
EDINBURG, TX 78539

PHONE #/ FAX #:
(956) 369-8045
(956) 381-1061/(956) 381-1280
(956) 381-1061/(956) 381-1280



Preliminary and Final Plat Approval of the San Juan and Eldora Subdivision, being a 1.78-acre tract of land being a portion of Lot 14, Block 8, John Closner Subdivision, located at the Northeast corner of Raul Longoria and Eldora Roads, as Requested by R.E. Garcia & Associates.



View from Raul Longoria Road



View from Eldora Road

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, Being a 10.22-Acre Tract of Land out of the Lot 100 Acres of Los Toritos Grant, Located Approximately a Quarter of a Mile East of Stewart Road, Along the South Side of Sam Houston Avenue, as Requested by Quintanilla, Headley and Associates, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

Ronnie Cantu Construction, LLP. is proposing to subdivide a 10.22-acre property located along the South side of Sam Houston Avenue approximately a quarter of a mile East of Stewart Road in order to build a subdivision with thirty-eight (38) residential lots. He is proposing a private/gated subdivision with an entrance along Sam Houston Avenue. The Phase I subdivision was developed in 2016 and is located immediately to the South of this proposed subdivision. Once completed the two subdivisions will be connected and residents will be able to enter/exit the subdivisions both from Sam Houston Avenue and Ridge Road.

The proposed subdivision is located outside the city limits within the City of San Juan's Extraterritorial Jurisdiction (ETJ). A letter from the property owner requesting annexation to the City of San Juan must be submitted prior to subdivision recording.

RECOMMENDATION:

During their regular scheduled meeting of August 17, 2017, the Planning and Zoning Commission unanimously recommended preliminary and final plat approval subject to the list of requirements as presented by staff.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/17/2017
CITY COMMISSION – 09/12/2017
DATE PREPARED – 08/30/2017

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II.
APPLICANT:	Ronnie Cantu Construction, LLC.
SURVEYOR/ENGINEER:	Quintanilla, Headley and Associates, Inc.
LEGAL:	A 10.22-acre tract of land out of the Lott 100 acres of Los Toritos Grant.
LOCATION:	The property is located along the South side of Sam Houston Avenue, approximately a quarter of a mile to the East of Stewart Road.
LOT/TRACT SIZE:	10.22 acres
EXISTING LAND USE AND ZONING:	<u>North</u> – Residential; Manufactured Home District (R-MH) <u>South</u> – Residential; Single-Family Residence District (R-S) <u>West</u> – Institutional; Single-Family Residence District (R-S) <u>East</u> – Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	The property has access onto Sam Houston Avenue.
PUBLIC SERVICES:	Water and sewer services are to be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the preliminary and final plat subject to the conditions outlined in the staff's report. A comprehensive evaluation and identification of the conditions for approval is on the following page(s).

EVALUATION AND CONDITIONS FOR APPROVAL

Ronnie Cantu Construction, LLP. is proposing to subdivide a 10.22-acre property located approximately a quarter of a mile East of Stewart Road, along the South side of Sam Houston Avenue, in order to build a subdivision with thirty-eight (38) residential lots. He is proposing a private/gated subdivision with an entrance along Sam Houston Avenue. It is noted that the Phase I subdivision was developed last year and is located immediately to the South. Once completed the two subdivisions will be connected and residents will be able to enter/exit the subdivisions both from Sam Houston Avenue and Ridge Road.

The proposed subdivision is located outside the city limits within the City of San Juan's Extraterritorial Jurisdiction (ETJ). A letter from the property owner requesting annexation to the City of San Juan must be submitted prior to subdivision recording.

PLAT REQUIREMENTS

Plat:

1. A 15-foot utility easement is required along the perimeter of the subdivision as per the ordinance.
2. The developer must install traffic street signs as necessary prior to subdivision recording.
3. Street lights must be installed and operational every 240 feet. A light must be installed at the intersection of Sam Houston Avenue and the private street.
4. Fencing along Sam Houston Avenue must be completed before subdivision recording as per the subdivision ordinance.
5. Landscaping and an irrigation system within the Sam Houston Avenue right-of-way must be installed and the irrigation system operational before subdivision recording as per the subdivision ordinance.
6. Must escrow funds with the City of San Juan for 10 feet of additional pavement and curb and gutter along Sam Houston Boulevard prior to subdivision recording. A cost estimate must be submitted and approved by the city engineer. The sidewalk will be constructed before subdivision recording.
7. Infrastructure as-built plans must be submitted prior to subdivision recording.
8. Notice of Intent (NOI) for stormwater pollution prevention regulations must be submitted to TCEQ before the pre-construction meeting takes place.
9. Bylaws and the Declaration of Covenants, Conditions, and Restrictions must be submitted before subdivision recording (to maintain the private street, the gate and the Sam Houston Avenue right-of-way landscaping and irrigation system).
10. Letter from the property owner requesting annexation to the City of San Juan must be submitted prior to the pre-construction meeting.
11. A line must be drawn in the plat dividing the street public property from the private property. The Sam Houston Avenue gate must be a minimum distance of 20 feet from the Sam Houston Avenue right-of-way line.

**PRELIMINARY AND FINAL PLAT APPROVAL
GARDEN RIDGE SUBDIVISION PHASE II
SEPTEMBER 12, 2017**

PAGE 3

Fire:

1. Two (2) additional fire hydrants are required.
2. All designed waterlines shall be looped on a Fire Department approved water main.
3. Fire hydrants must be Mueller and painted safety yellow.
4. Fire hydrants must be installed before any construction is to begin.
5. Fire lanes must be painted Red: 15 feet on each side of hydrant with lettering at least 3 inches tall FIRE LANE NO PARKING.
6. Once hydrants are installed, must advise fire department to have the fire hydrants tested before any construction is to begin.
7. Will need to provide the Knox Box Rapid entry for all gates. Forms will be provided by the fire department as to what type of knox box will need to be installed.

Additional Fees:

1. Recording Fee \$106.00
2. Hidalgo County Drainage District \$250.00
3. A Park Dedication Fee of \$575.00 per lot being platted for single-family residential purposes shall be paid prior to subdivision recording. (\$21,850.00)
4. A 4% Inspection Fee shall be paid to the City of San Juan based on the final estimates for water, sanitary sewer, storm sewer and paving improvements inspected by the City.

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Subdivision Plat
Photos

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/17/17 Commissioner Magallan made a motion to approve the preliminary and final plat approval subject to the list of conditions from the packet. Commissioner Vargas seconded the motion. The motion passed with a (4-0) vote.

Mr. Cervantes said that the proposed subdivision is the second phase of the subdivision that was approved a year ago and is located immediately to the North of Phase 1. The subdivision has an entrance along Sam Houston Avenue. He added that once the subdivision is completed the two subdivisions will be connected and residents will be able to enter/exit the subdivisions both from Sam Houston Avenue and from Ridge Road.

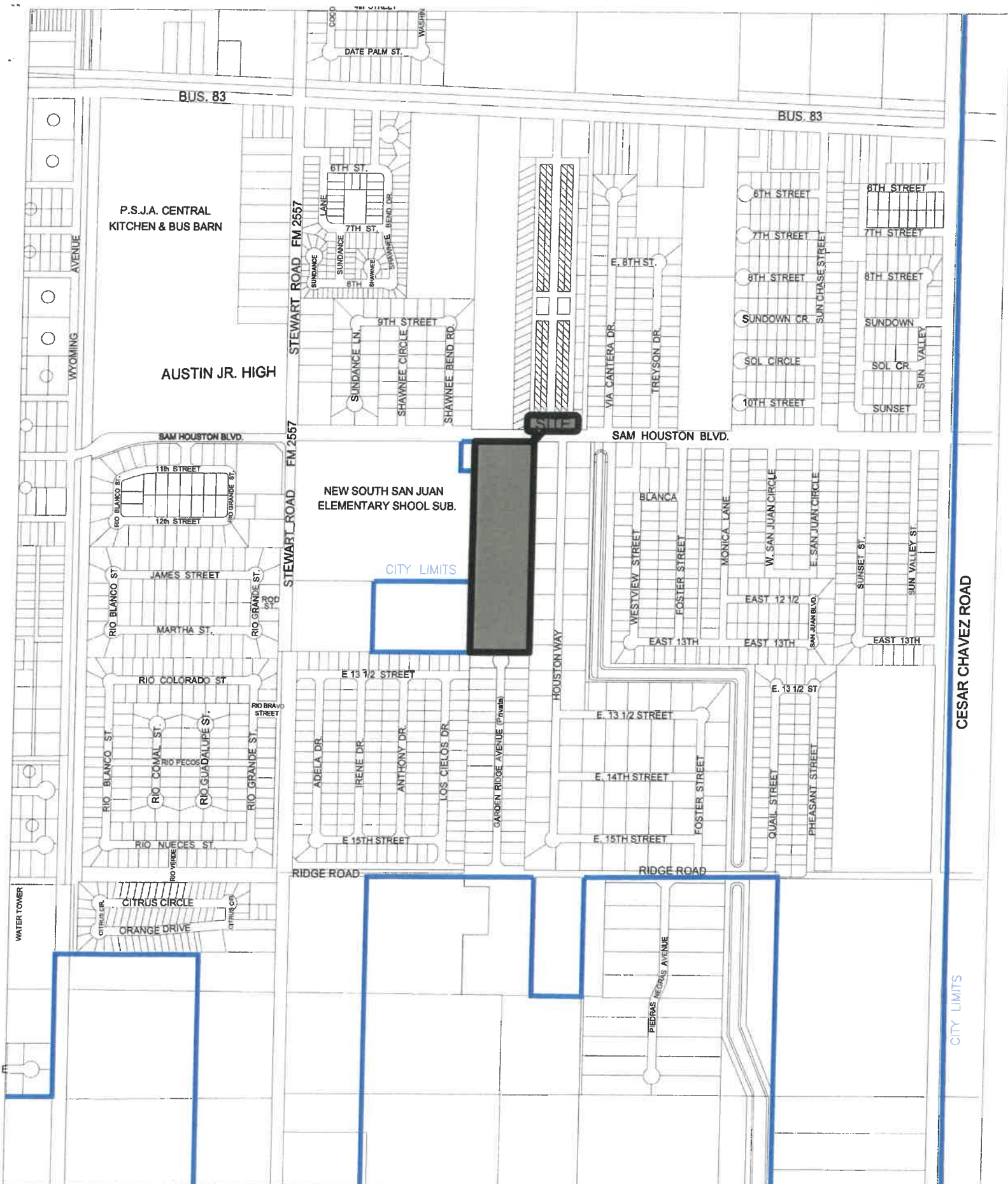
Commissioner Vargas asked if the Phase I Subdivision has a cul-de-sac. Alfonso Quintanilla, Project Engineer, said that the cul-de-sac is going to stay and they are going to remove the fence to connect both subdivisions.

**PRELIMINARY AND FINAL PLAT APPROVAL
GARDEN RIDGE SUBDIVISION PHASE II
SEPTEMBER 12, 2017**

PAGE 4

Commissioner Vargas asked if the subdivision is going to be gated. Mr. Cervantes responded yes, it will be a gated and private subdivision. He said that the Phase I Subdivision ended up as a nice addition to the community with nice houses being built there and he expects the same for Phase 2.

Commissioner Magallan asked about the residential park fee. Mr. Cervantes said that the subdivision ordinance has different rates for residential and commercial subdivisions. He said that fees go up automatically \$25.00 every year under both categories as per the ordinance. In residential subdivisions the park fee is per lot and in commercial subdivisions is per acre.



- Legend**
- CITY LIMITS
 - Proposed area

Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, being a 10.22-acre tract of land out of the Lott 100 acres of Los Toritos Grant, located approximately a quarter of a mile East of Stewart Road, along the South side of Sam Houston Boulevard, as Requested by Quintanilla, Headley and Associates, Inc.



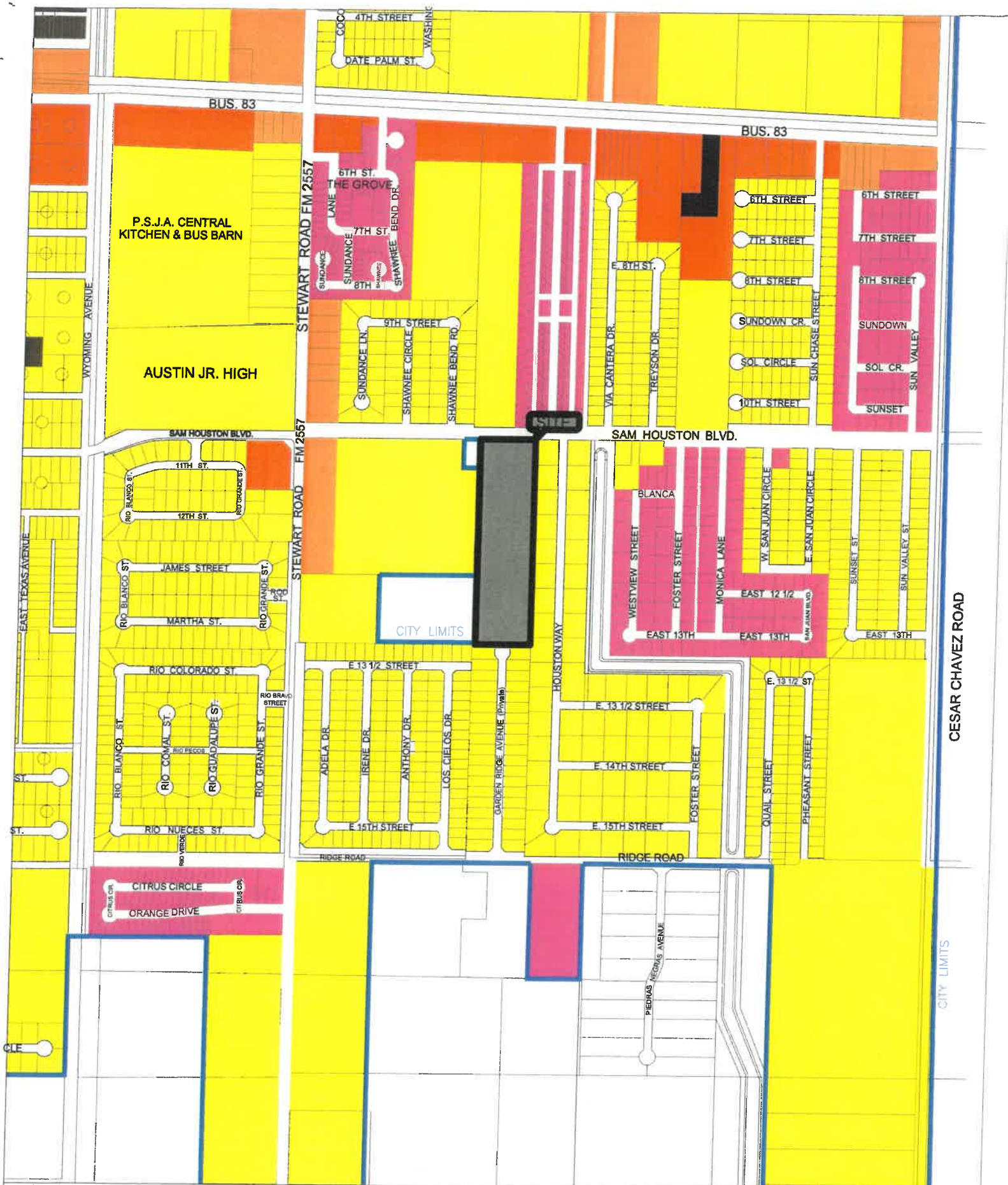


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, being a 10.22-acre tract of land out of the Lott 100 acres of Los Toritos Grant, located approximately a quarter of a mile East of Stewart Road, along the South side of Sam Houston Boulevard, as Requested by Quintanilla, Headley and Associates, Inc.





Zoning Districts

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

Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, being a 10.22-acre tract of land out of the Lott 100 acres of Los Toritos Grant, located approximately a quarter of a mile East of Stewart Road, along the South side of Sam Houston Boulevard, as Requested by Quintanilla, Headley and Associates



Preliminary and Final Plat Approval of the Garden Ridge Subdivision Phase II, being a 10.22-acre tract of land out of the Lott 100 acres of Los Toritos Grant, located approximately a quarter of a mile East of Stewart Road, along the South side of Sam Houston Avenue, as Requested by Quintanilla, Headley and Associates, Inc.



Proposed Site



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Preliminary and Final Plat Approval of the Texas National Subdivision, Being a Subdivision of 8.701 Acres Being 7.447 Acres out of Lot 13, Block 5 and 1.254 Acres out of Lot 13, Block 17, John Closner Subdivision, Located at the Northeast corner of Expressway 83/IH2 and Veterans Boulevard, as Requested by Melden & Hunt, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide 8.701 acres into four (4) commercial lots. Texas National Bank is going to build a branch location in one of the proposed lots and the rest of the property is going to be developed commercially in accordance with the new Expressway Corridor District regulations. There are three (3) proposed entrances along the IH2 Frontage Road and one (1) entrance along Veteran's Boulevard. TxDOT has tentatively approved the entrance locations along the IH2 Frontage Road.

The property does not have sanitary sewer available and the developer will need to extend a sanitary sewer line along the North side of the property all the way to Veteran's Boulevard. The sewer line will connect to the new lift station that will be constructed soon as a result of the grant the San Juan EDC received from the Texas Economic Development Agency.

RECOMMENDATION:

During their regular scheduled meeting of August 17, 2017, the Planning and Zoning Commission unanimously recommended preliminary and final plat approval subject to the list of requirements as presented by staff.

PREPARED BY:

Xavier Cervantes,
Director of Planning
and Zoning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/17/2017
CITY COMMISSION – 09/12/2017
DATE PREPARED – 08/30/2017

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Preliminary and Final Plat Approval of the Texas National Subdivision.

APPLICANT: Texas National Bank

SURVEYOR/ENGINEER: Melden & Hunt, Inc.

LEGAL: Being a subdivision of 8.701 acres being 7.447 acres out of Lot 13, Block 5 and 1.254 acres out of Lot 13, Block 17, John Closner Subdivision

LOCATION: The property is located at the Northeast corner of Frontage Road and Veteran's Boulevard.

LOT/TRACT SIZE: 8.701 acres

EXISTING LAND USE AND ZONING: North – Residential; Expressway Corridor District (EC)
South – Commercial; Expressway Corridor District (EC)
West – Outside City Limits
East – Commercial; Expressway Corridor District (EC)

ACCESS AND CIRCULATION: The property has access onto the Frontage Road and Veteran's Boulevard.

PUBLIC SERVICES: Water and sewer services are provided by the City of San Juan.

RECOMMENDATION: Staff recommends approval of the preliminary and final plat subject to the conditions outlined in the staff's report. A comprehensive evaluation and identification of the conditions for approval is on the following page(s).

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide 8.701 acres into four (4) commercial lots. Texas National Bank is going to build a branch location in one of the proposed lots and the rest of the property is going to be developed commercially in accordance with the new Expressway Corridor District regulations. There are three (3) proposed entrances along the Frontage Road and one (1) entrance along Veteran's Boulevard. TxDOT has tentatively approved the entrance locations along the Frontage Road.

It is noted that the property does not have sanitary sewer available and they will need to extend a sewer line along the North side of the property all the way to Veteran's Boulevard.

PLAT REQUIREMENTS

Plat:

1. A 15-foot utility easement is required along the perimeter of the subdivision as per the ordinance.
2. Infrastructure as-built plans must be submitted prior to subdivision recording.

Fire:

1. All designed waterlines shall be looped on a fire department approved water main.
2. Hydrant spacing shall be every 300 ft.
3. Fire hydrants must be Mueller and painted safety yellow.
4. Fire hydrants must be installed before any construction is to begin.
5. Depending on what is going to be built, additional fire hydrants may be required by the fire department. If building is going to require a sprinkler system a fire hydrant must be located within 100 ft. of the Fire Department Connection.
6. Fire lanes must be painted Red: 15 feet on each side of hydrant with lettering at least 3 inches tall FIRE LANE NO PARKING.
7. Once hydrants are installed, must advise fire department to have the fire hydrants tested before any construction is to begin.

Sewer:

1. A sewer line must be extended along the North side of the subdivision all the way to Veteran's Boulevard.

Fees:

1. Recording Fees \$106.00
2. Hidalgo County Drainage District \$250.00
3. A Park Dedication Fee of \$525.00 per acre being platted for commercial purposes shall be paid prior to subdivision recording (\$4,568.02)
4. 4% inspection fee for the valve of the sewer line must be paid prior to subdivision recording.

**PRELIMINARY AND FINAL PLAT APPROVAL
TEXAS NATIONAL SUBDIVISION
SEPTEMBER 12, 2017**

PAGE 3

ATTACHMENTS: Location Map
 Aerial Photo
 Zoning Map
 Subdivision Plat
 Photos

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/17/17 Commissioner Alaniz made a motion to approve the preliminary and final plat approval subject to the list of conditions from the packet. Commissioner Magallan seconded the motion. The motion passed with a (4-0) vote.

Mr. Cervantes said that the proposed subdivision is owned by Texas National Bank. He said that TxDOT was a part of the subdivision review meeting and approved three (3) entrances along the Frontage Road with two (2) lots sharing one entrance.

Commissioner Alaniz asked if they are going to have an entrance along Veteran's Boulevard. Mr. Cervantes responded yes. He said that the Texas National Bank building will be located at the corner of Veteran's Boulevard. He added that along the IH2 Frontage Road a proposed Blue Wave Car Wash is proposed in another lot. Mr. Cervantes reminded the board that during the joint workshop with the San Juan EDC that took place earlier this year to create the Expressway Corridor District Zoning the consensus was to not allow car washes in the District. Now, he stated that he recently received a request in writing from the EDC Executive Director to consider an amendment to the ordinance to allow them. Mr. Cervantes said that in the next meeting an amendment to the ordinance will be in the agenda to allow car washes in the District for their consideration.

Chairwoman Castillo asked if they are going to have special requirements for car washes. Mr. Cervantes said that he is going to check with Ms. Bagley to have a special wording in the ordinance.

Mario Reyna, from Melden & Hunt, said that Blue Wave Carwash is the catalyst for this subdivision. They will be the first ones to build in the subdivision and they will install the infrastructure required. Later there will be a Texas National Bank and hopefully a Chick-fill-A and a McDonald's restaurant. He said that Blue Wave is ready to start the project but they are on hold because of the new ordinance the city has that prohibits car washes in the new Expressway Corridor District.



Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Texas National Subdivision, being a subdivision of 8.701 acres being 7.447 acres out of Lot 13, Block 5 and 1.254 acres out of Lot 13, Block 17, John Closner Subdivision, located at the Northeast corner of Frontage Road and Veterans Boulevard, as Requested by Melden & Hunt, Inc.

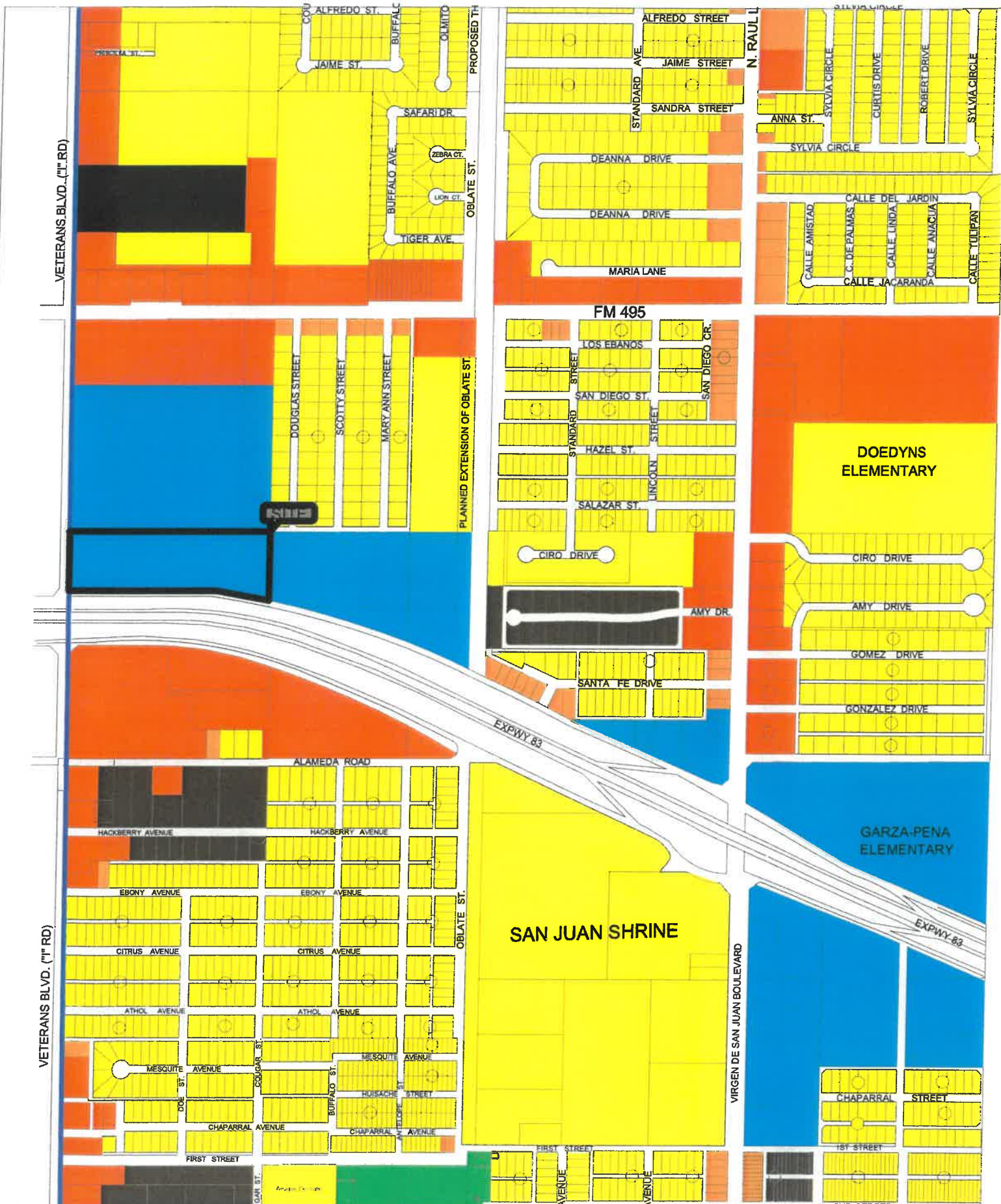


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Texas National Subdivision, being a subdivision of 8.701 acres being 7.447 acres out of Lot 13, Block 5 and 1.254 acres out of Lot 13, Block 17, John Closner Subdivision, located at the Northeast corner of Frontage Road and Veterans Boulevard, as Requested by Melden & Hunt, Inc.





Zoning Districts

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

Preliminary and Final Plat Approval of the Texas National Subdivision, being a subdivision of 8.701 acres being 7.447 acres out of Lot 13, Block 5 and 1.254 acres out of Lot 17, Block 17, John Closner Subdivision, located at the Northeast corner of Frontage Road and Veterans Boulevard, as Requested by Melden & Hunt, Inc.



Preliminary and Final Plat Approval of the Texas National Subdivision, being a subdivision of 8.701 acres being 7.447 acres out of Lot 13, Block 5 and 1.254 acres out of Lot 13, Block 17, John Closner Subdivision, located at the Northeast corner of Expressway 83/IH2 and Veterans Boulevard, as Requested by Melden & Hunt, Inc.



View from the Expressway 83/IH 2



View from Veteran's Boulevard

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Authorizing the City Manager to Sign a Contract with Perez Consulting Engineers, LLC. for the East San Juan Water Improvements Project.

STAFF COMMENTS AND RECOMMENDATIONS:

The Proposed Project is for Engineering and Construction of 16 Inch and a 12 Inch Water Line Under Interstate 2 (West Expressway 83) at the Intersection of Cesar Chavez and along the North Frontage Road from Cesar Chavez to Retama St. The Project is being funded from Surplus Monies in the Series 2014 Bonds. Engineering Fees are estimated at \$42,858.00 or 9% of the final construction cost whichever is greater.

RECOMMENDATION:

Consider Authorizing the City Manager to sign a contract as presented and execute all related items and budget amendment as needed.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**JOB TASK ORDER NO. 1
TO PROFESSIONAL SERVICES CONTRACT FOR
ENGINEERING PROFESSIONAL SERVICES**

STATE OF TEXAS §

COUNTY OF HIDALGO §

PART I. PARTIES, PROJECT AND RECITALS

This JOB TASK ORDER NO. 1 to the Professional Services Contract, dated August 4, 2017, is made on the _____ day of _____, in the year _____, between the **CITY OF SAN JUAN, TEXAS**, hereinafter called the OWNER and **PEREZ CONSULTING ENGINEERS, LLC**, hereinafter called the ENGINEER for **EAST SAN JUAN WATER IMPROVEMENTS (CAPITAL IMPROVEMENT PROGRAM PROJECTS -4-)**, hereinafter called the PROJECT.

WHEREAS, the ENGINEER was selected for the OWNERS's rotation list for professional engineering services; and

WHEREAS, the ENGINEER and the OWNER 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 ENGINEER 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, OWNER desires to further assign this Job Task Order to have the ENGINEER perform the services as outlined in this Job Task Order for the East San Juan Water Improvements (Capital Improvement Program Projects – 4); and

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

NOW THEREFORE, the OWNER and ENGINEER do mutually agree to the following:

PART II. ENGINEERING FEES

For Basic Services: \$ 42,858.00 or 9% of the final construction cost, whichever is greater.

If the total construction costs exceed \$500,000, the engineering fees will be adjusted to be 8% of the costs.

Basic services exclude surveying services, geotechnical engineering services, construction inspection services (resident representation), and/or any other additional services not included in the basic service scope.

PART III. TIME OF PERFORMANCE

The ENGINEER shall commence services under this Job Task Order upon the execution of this Job Task Order and such services shall be completed upon request of the City and no later than _____ days from the date of execution of this Job Task Order. City shall not be liable for any delay due to circumstances beyond its control. The above estimated Job Task Order 1 duration is inclusive of all phases as outlined in Exhibit A. The above estimated Job Task Order 1 duration time excludes right-of-way and/or easement acquisition time.

PART IV. NOTICES

Reports and notices shall be made by ENGINEER to OWNER'S representative:

Benjamin Arjona, City Manager

PART V. TERMS AND CONDITIONS

ARTICLE 1 – ENGINEER'S SERVICES

1.1 BASIC SERVICES

The ENGINEER agrees to perform professional services in connection with the project, including normal civil engineering services related thereto, as set forth below and contained within this Job Task Order.

1.2 PRELIMINARY PHASE

After written authorization to proceed, ENGINEER shall:

- 1.2.1 Consult with the OWNER to clarify and define the OWNER'S requirements for the project and review available data.
- 1.2.2 Advise the OWNER as to the necessity of his providing or obtaining additional services such as described within Article 2, Paragraph 2.1 "Additional Services" and if authorized by the OWNER, shall provide, or assist him in procuring such additional services.
- 1.2.3 Provide Analysis of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

- 1.2.4 Provide a general economic analysis of OWNER'S requirements applicable to various alternatives.

1.3 DESIGN PHASE

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.3.1 In consultation with OWNER the ENGINEER shall determine the extent of the Project.
- 1.3.2 Prepare for incorporation in the contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.3.3 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.5 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.6 Furnish ten (10) copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as indicated in Paragraph 4 of Exhibit A "Further Description of Basic Engineer Services and Related Matters".

1.4 BIDDING OR NEGOTIATING PHASE

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

- 1.4.1 Distribute complementary set of plans and specifications to plan review rooms as designated by OWNER.

- 1.4.2 Conduct a pre-bid conference, inviting all prospective bidders and prospective subcontractors to discuss all aspects and requirements to the proposed work
- 1.4.3 Issue all addenda which do not affect the scope of the proposed project. Obtain OWNER'S approval prior to issuance of addenda which affects the scope of the project or significantly alters the project as approved by OWNER.
- 1.4.4 Assist the OWNER in obtaining bids and prepare tabulations of bids received; submit five (5) copies of the bid tabulation and the ENGINEER'S recommendation (if requested by the OWNER) for the award of contract to the OWNER.
- 1.4.5 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.6 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5 **CONSTRUCTION PHASE**

During the Construction Phase, ENGINEER shall:

- 1.5.1 Perform the duties and discharge the responsibilities stated in project specifications after receiving written authorization to proceed with construction. The extent and limitations of the duties, responsibility and authority of ENGINEER as assigned in Project Specifications shall not be modified, except to the extent provided in Paragraph 4 of Exhibit A "**Further Description of Basic Engineering Services and Related Matters**" and except as ENGINEER may otherwise agree in writing. All of the OWNER'S instructions to Contractor(s) and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, and shall notify OWNER of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.
- 1.5.2 Make random visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, and shall notify OWNER of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.
- 1.5.3 Review and approve or take other appropriate action in respect of Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract

Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto: determine the acceptability of substitute materials and equipment proposed by Contractor(s): and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspections which are to be assembled by contractor(s) in accordance with the Contract Documents.

- 1.5.4 Issue all instructions to OWNER and to Contractor(s): issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority as OWNER'S representative to require special inspection or testing of acceptability of the work hereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work: but ENGINEER shall not be liable for the results of any such interpretation or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price.
- 1.5.6 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations hereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), by any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.5.5.

- 1.5.7 Revise contract drawings, with the assistance of the Contractor and OWNER. Provide OWNER with one (1) set of record drawings in PDF format and two (2) sets on blue line or equivalent.
- 1.5.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraph 1.5.1 through 1.5.8, inclusive, shall be construed to release ENGINEER from liability for failure, to properly perform duties undertaken by him in the Contract Documents.

1.6 PERIOD OF SERVICE

- 1.6.1 The provisions of this Article 1 and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Job Task Order have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 1.6.2 If OWNER has requested significantly modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.

ARTICLE 2 – ADDITIONAL SERVICES

- 2.1 If authorized in writing by OWNER, ENGINEER shall furnish or obtain from Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related matters"; these will be paid for by OWNER as provided in Article 4.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, changes in pipe alignment, and complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

- 2.1.3 Providing renderings or models for OWNER'S use.
- 2.1.4 Preparing documents for alternate bids requested by OWNER for Contractor(s) work which is not executed or documents for out-of-sequence work.
- 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.6 Furnishing the services of special consultants for other than the normal civil design.
- 2.1.7 For services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.8 Services in connection with change orders to reflect changes requested by OWNER where such changes are outside the normal scope of this Project.
- 2.1.9 Services during out of town travel required of ENGINEER other than visits to the site as required in Article 1.
- 2.1.10 Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of Contractor(s); (3) prolongation of the contract time of any prime contract by more than sixty (60) days; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default of Contractor(s).
- 2.1.11 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.12 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise providing for in the Job Task Order.

2.2 RESIDENT SERVICES DURING CONSTRUCTION

- 2.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in Paragraph 4.1.2.4.

- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Job Task Order before such services begin.
- 2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If OWNER designates another person to represent OWNER at the Project Site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Job Task Order will be set forth in an exhibit that is to be identified, attached to and made a part of this Job Task Order before such services begin.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

Owner shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by placing at his disposal, all available information pertinent to the Project including previous reports and any data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way; property descriptions zoning, deed and other land use restriction; and other special data or consultations not covered in Article 2; all of which ENGINEER may rely upon in performing his services.

- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.5 Negotiate with land owner any needed easements and/or right of way for completion of project.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s). Such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulations applicable to their performance of the work.
- 3.8 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Job Task Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services:

Benjamin Arjona, City Manager

- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Article 2 of this Job Task Order or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Article 3.

METHOD OF PAYMENT

ARTICLE 4 - PAYMENTS TO ENGINEER

- 4.1 Methods of Payment for Services and Expenses of ENGINEER.
 - 4.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Article 1 (or as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

		Per Phase	Cumulative
Study and Report Phase	Not to Exceed 20%	\$ 8,571.60	\$ 8,571.60
Design Phase	Not to Exceed 75 %	\$23,571.90	\$32,143.50
Bidding Phase	Not to Exceed 80%	\$ 2,142.90	\$34,286.40
Construction Phase	Not to Exceed 95 %	\$ 6,428.70	\$40,715.10
As-Built Drawings	Not to Exceed 100%	\$ 2,142.90	\$42,858.00

4.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Article 2 as follows.

4.1.2.1 General. For Additional Services rendered under Paragraph 2.1.1 through 2.1.4 inclusive and services as a consultant or witness under Paragraph 2.1.11. On the basis of a negotiated fee, prior to commencing Additional Services.

4.1.2.2 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.11 at the rate of \$ 175.00 per hour or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 4.1.1).

4.1.2.3 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of a negotiated daily, weekly or monthly fee.

4.1.3 Payroll costs. The terms "Payroll Costs" and "Expenses" will have the meanings assigned to them in Paragraph 4.4.

4.2 Times of Payments

4.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

4.3 Other Provisions Concerning Payments

4.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within one-hundred twenty (120) days after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall include a charge of 10% per annum interest from said thirtieth day, and in addition, ENGINEER may, if himself not in default, after giving seven (7) days written notice to OWNER, suspend services under this Job Task Order until he has been paid in full all amounts due him for services and expenses.

4.3.2 In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered to the termination notice date including reimbursable expenses.

4.4 Definitions

i) The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, administrative, clerical, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

4.5 Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount and the sums of all prior Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions, as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's Board of Commissioners meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Paragraph 4.7, below.

4.6 Final Payment. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due (Final Payment") under such Final Request in accordance with the provisions of Paragraph 4.5.

4.7 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Paragraph 4.5 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

4.7.1 Engineer is in default of any of its obligations hereunder or otherwise is in default under this Job Task Order or any of the Contract documents;

4.7.2 Any part of such payment is attributable to Services which are not performed in accordance with this Job Task Order; provided however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Job Task Order;

- 4.7.3 Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Engineer;
- 4.7.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Job Task Order, no additional payments will be due Engineer hereunder unless and until Engineer, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the services.
- 4.8 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves Engineer of any of its obligations hereunder with respect thereto. Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

ARTICLE 5 - GENERAL CONSIDERATIONS

- 5.1 Ownership of Documents. Original documents (plans, specifications, drawings, designs and survey notes) developed in connection with services performed hereunder belong to, and remain the property of the OWNER, in consideration of which it is mutually agreed that the OWNER will use them solely in connection with the project. The ENGINEER may retain reproducible copies of such documents.

ARTICLE 6 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 6.1 This Job Task Order is subject to the following special provisions.
 - 6.1.1 Engineer's Insurance. The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, professional liability insurance coverage and comprehensive general liability insurance coverage and shall provide certificates of insurance to the OWNER.
 - 6.1.2 **Indemnity.** The OWNER will require that any contractor or subcontractors performing work in connection with drawings and specifications produced under this Job Task Order to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents.
- 6.2 The following Exhibits are attached to and made a part of this Job Task Order:
 - 6.2.1 Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 3 pages.
 - 6.2.2 Exhibit B "Engineer's Construction Cost Estimate" consisting of 1 page

6.2.3 Exhibit C "Proposed Waterline Sketch" consisting of 1 page

- 6.3 This Job Task Order (consisting of Pages 1 to 15, inclusive), together with the Exhibit(s) and schedule(s) identified above constitute the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Job Task Order and said Exhibit(s) and Schedule(s) may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ARTICLE 7 – OTHER CONDITIONS OR SERVICES

- 7.1 Notwithstanding anything to the contrary contained in this Job Task Order, Owner and Engineer agree and acknowledge that Owner is entering into this Job Task Order in reliance on Engineer's experience and abilities with respect to performing the Services. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Job Task Order. Engineer covenants with Owner to use its best efforts, skill, judgment and abilities to design the project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the National Society for Professional Engineers' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.
- 7.2 The Engineer represents, covenants and agrees that all of the Services to be furnished by the Engineer under or pursuant to this Job Task Order, from the inception of the Job Task Order until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.
- 7.3 The Engineer represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Engineer having such special skills could anticipate may arise from the proper use of the Project after accepted by Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

Engineer represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Engineer additional represents, covenants and agrees to the following: The design of the

Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; and the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and specifications nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the engineer's skill and knowledge in preparing the Drawings and specifications. Notwithstanding the immediately preceding sentence, Engineer may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

- 7.4 The Engineer represents, covenants and agrees that the person directly in charge of the professional engineering work is duly registered under the applicable Texas law.
- 7.5 Notwithstanding any provisions herein to the contrary, it is agreed that if the Engineer's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Engineer, at his expense, will make all necessary revisions to the plan and specifications to lower the construction to an amount acceptable to Owner.
- 7.6 The Owner agrees to give the Engineer the latitude to make the required changes to the plans and specifications to achieve the required reduction in construction costs; however, the Engineer shall consult with the Owner on all necessary changes.

All other provisions of the Original Agreement not specifically in conflict with this Job Task Order No. 1 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Job Task Order as of the day and year first above written.

OWNER:

CITY OF SAN JUAN, TEXAS

ENGINEER:

PCE - PEREZ CONSULTING ENGINEERS

BY:

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

BY:

J. David Perez, P.E., President
808 Dallas Avenue
McAllen, Texas 78501

ATTEST:

Secretary

Monique Fuentes, Office Manager

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A to AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES**

Dated _____, 2017

**FURTHER DESCRIPTION OF
“BASIC ENGINEERING SERVICES AND RELATED MATTERS,,**

GENERAL DESCRIPTION OF THE WORK:

The City of San Juan, Texas proposes to improve the City's water infrastructure adjacent to the East City limits at U.S. Expressway 83 (Interstate 2), as authorized the Mayor and City Commission. And shown in “Exhibit C”, Proposed Improvements attached hereon.

This is an exhibit attached to, made a part of, and incorporated by reference into this Job Task Order providing for professional engineering services. The Basic Services of ENGINEER as described in Article 1 of the Job Task Order are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated.

1. A portion of the Waterline is proposed within state right-of-way for which engineer will assist owner with seeking permission from Texas Department of Transportation (TxDOT) to install said waterline facility within the state right-of-way. The remaining 2,000 linear feet are proposed outside state right-of-way within public utility easement. Areas lying within private land will require easement acquisition. It is agreed that the owner will contact each private land owner(s) to negotiate the acquisition of each easement required for the installation of said waterline facility. It is also agreed that owner will be responsible for all legal fees in connection to preparation of all legal documents and/or negotiations for acquisition of utility easements for the waterline installation. Professional Services in connection to preparation of easement parcel plats with meets and bounds to be provided by others.
2. Owner also agrees to contact adjacent business(es) to notify business owner of the proposed improvements and associated potential business disruptions in connection to the construction activities.
3. During the Preliminary/Report Phase, ENGINEER shall:
 - a) Coordinate meeting with the owner and the Texas Department of Transportation to seek approval of waterline crossing under the Cesar Chavez Overpass.
 - b) Prepare a Construction Cost Estimate and associated professional fees to install the water pipeline inclusive of alternate options.
 - c) Coordinate spotting services for field visual of preliminary water pipe-line alignment.
 - d) Meet with Owner to maintain project progress.

4. During the Design Phase, ENGINEER shall:
- a) Assist Owner in evaluating options and coordinate a meeting with the Texas Department of Transportation.
 - b) Provide Engineering Construction Plans, Bid contract Documents and Technical Specifications for:

EAST SAN JUAN WATER IMPROVEMENTS

12" Water line extension from the Southwest corner of U. S. Expressway 83 & Cesar Chavez Rd, across the Expressway, thence, west along the north side of the West Bound Frontage Road to 2,000 linear feet to connect to an existing 8" Waterline.

- c) Design will abide to 30 TAC Chapter 290 Standards, AWWA Standards, and local applicable standards.

The Design Phase Services will be completed within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

5. During the Bidding or Negotiating Phase ENGINEER shall:
Furnish sufficient plans and specifications for distribution to contractor, subcontractor, and suppliers.

The Bidding/Negotiating Phase Services will be completed within 45 calendar days.

6. During the Construction Phase, ENGINEER shall:

Deliver to the OWNER after completion of the project, and prior to final payment, copies of all documents not previously delivered if requested, and one reproducible copy of the "as-built" construction plans, corrected to reflect all plan changes.

If the construction work is to be performed under more than one prime contract, the provisions of Paragraph 4.1.1 will probably apply, and it will be necessary to prepare a special schedule for the Construction Phase Services.

Estimated Construction Duration is 180 calendar days.

This schedule assumes all land and/or easement acquisition is in place.

Engineering Services will be billed on a monthly basis, on the rates as follows:

Fee Schedule for Additional Services:

Principal Engineer	\$ 170.00
Project Manager (PE)	\$ 135.00
Project Engineer (PE)	\$ 105.00
EIT (No PE)	\$ 80.00
Technician	\$ 65.00

PCE
8/25/2017

Administrative	\$ 55.00
Clerical	\$ 40.00
Direct Sub	Cost plus 10%
Printing	Cost plus 10%

EXHIBIT B

ESTIMATED PROJECT COST

Engineering (476,200 x 9%)	\$ 42,858.00
Surveying	\$ 10,476.40
Geotechnical	\$ 5,000.00
Additional Services - Preparation of Easement Plats w/Meets & Bounds (3 each @ \$350 per)	\$ 1,050.00
<u>Construction (476,200 x 10% Contingency)</u>	<u>\$523,820.00</u>
TOTAL	\$ 583,204.40

STATE OF TEXAS

§

PROFESSIONAL SERVICES CONTRACT
BETWEEN PEREZ CONSULTING
ENGINEERS, LLC 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 City Manager, 709 S. Nebraska Avenue, San Juan, Texas 78589 and Perez Consulting Engineers, LLC., (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

PEREZ CONSULTING ENGINEERS, LLC.

BY: _____



J. David Perez, P.E, President
808 Dallas Avenue
McAllen, Texas 78501

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Authorizing the City Manager to Sign a Contract with Cruz-Hogan Consultants for the Sorensen City-School Park Project.

STAFF COMMENTS AND RECOMMENDATIONS:

The City of San Juan was awarded a \$160,000 grant from Texas Parks and Wildlife that needs to be matched with \$160,000 in city funds towards the development of this city-school park that will be located at the Southeast corner of Stewart and Sam Houston Roads. Back in 2016 civil engineering students from the University of Texas Rio Grande Valley (UTRGV) assisted the City with conceptual ideas for the park. The students gave a presentation to the City Commission on September 27, 2016 (see enclosed report) that includes features such as a butterfly garden, community garden, playground and recycled tire playground, exercise stations, basketball court, gazebo, drinking fountain, barbecue pits, benches, a walking trail and sidewalks. This project is a partnership with the Pharr-San Juan-Alamo School District (PSJA ISD) since the land where the park will be built belongs to PSJA ISD. This is intended to be a city-school park which will be usable by the elementary school kids during school hours and by the public in the evenings and weekends.

This project has been assigned to Cruz-Hogan Consultants in the distribution of work rotation. The engineering fees will be nine (9) percent of the total construction costs as per the general city engineer contract.

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

**JOB TASK ORDER NO. 2 TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN CRUZ-HOGAN CONSULTANTS,
INC. AND THE CITY OF SAN JUAN, TEXAS
FOR THE SORENSEN PARK IMPROVEMENTS
PROJECT.**

This JOB TASK ORDER NO. 2 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 Sorensen Park Improvements; 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 SORENSEN PARK IMPROVEMENTS PROJECT as per The University of Texas, Rio Grande Valley Civil Engineering Department Senior Design Project Report.

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 Twenty Eight Thousand Eight Hundred dollars and zero cents (\$28,800.00) or 9% 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 \$4,320.00.
- b) The compensation for the Design Phase Services (60% of total fee) shall be on a Lump Sum basis in an amount of \$17,280.00.
- c) The compensation for the Bidding Phase Services (5% of total fee) shall be on a Lump Sum basis in an amount of \$1,440.00.
- d) The compensation for Construction Phase Services (15% of total fee) shall be on a Lump Sum basis in an amount of \$4,320.00.
- 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 \$1,440.00.

The CITY shall reimburse the CONSULTANT for any geotechnical studies, surveying or ADA consulting 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 60 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

Senior Design Project
Proposed Sorensen Park
San Juan, Hidalgo County, Texas



Civil Engineering
Senior Design Group:



Jessica Alarcon
Omar De La Vega
Crystal Gonzalez
Claudia Gurrola
Sara Marble
Jonathan Padilla
Stephanie Rodriguez

Advisors:
Dr. Andrew Ernest, P.E., Department Chair
Dr. Enad Mahmoud

TABLE OF CONTENTS

Cover Page.....	1
Table of Contents.....	2
Project Statement.....	3
Project Goals and Objectives.....	3
Scope of Work.....	3
Final Conceptual Layout.....	4
Park Component Specifications.....	5
Phase I.....	5
Parking Lot.....	5
Butterfly Garden.....	7
Community Garden.....	8
Playground & Recycled Tire Playground.....	9
Exercise stations.....	9
Basketball Court.....	10
Gazebo.....	11
Drinking Fountain.....	12
BBQ Pits & Benches.....	13
Bollards.....	13
Trash Cans.....	14
Walking Trail.....	14
Sidewalk.....	15
Phase II.....	17
Restroom Facilities/Storage Shed.....	17
Light Posts.....	18
Cost Estimates.....	20
Additional Information.....	21
Letter of Intent for the City of San Juan.....	22
Appendix.....	24
AutoCAD attachments.....	-

Project Statement

A public park is an essential attribute to any city, especially for a developing one such as San Juan. As a developing city, it is important to preserve a sense of community, and with the lack of entertainment facilities, a public park would be a perfect addition to the area. The Sorensen Park Project faces the challenge of not having a city engineering department to consult throughout the duration of the project. In order to benefit San Juan and its neighboring cities, it is proposed that the UTRGV Civil Engineering Senior Design Group, Imagine Engineering, will take on the role of developing an unused lot near local schools to create a community park.

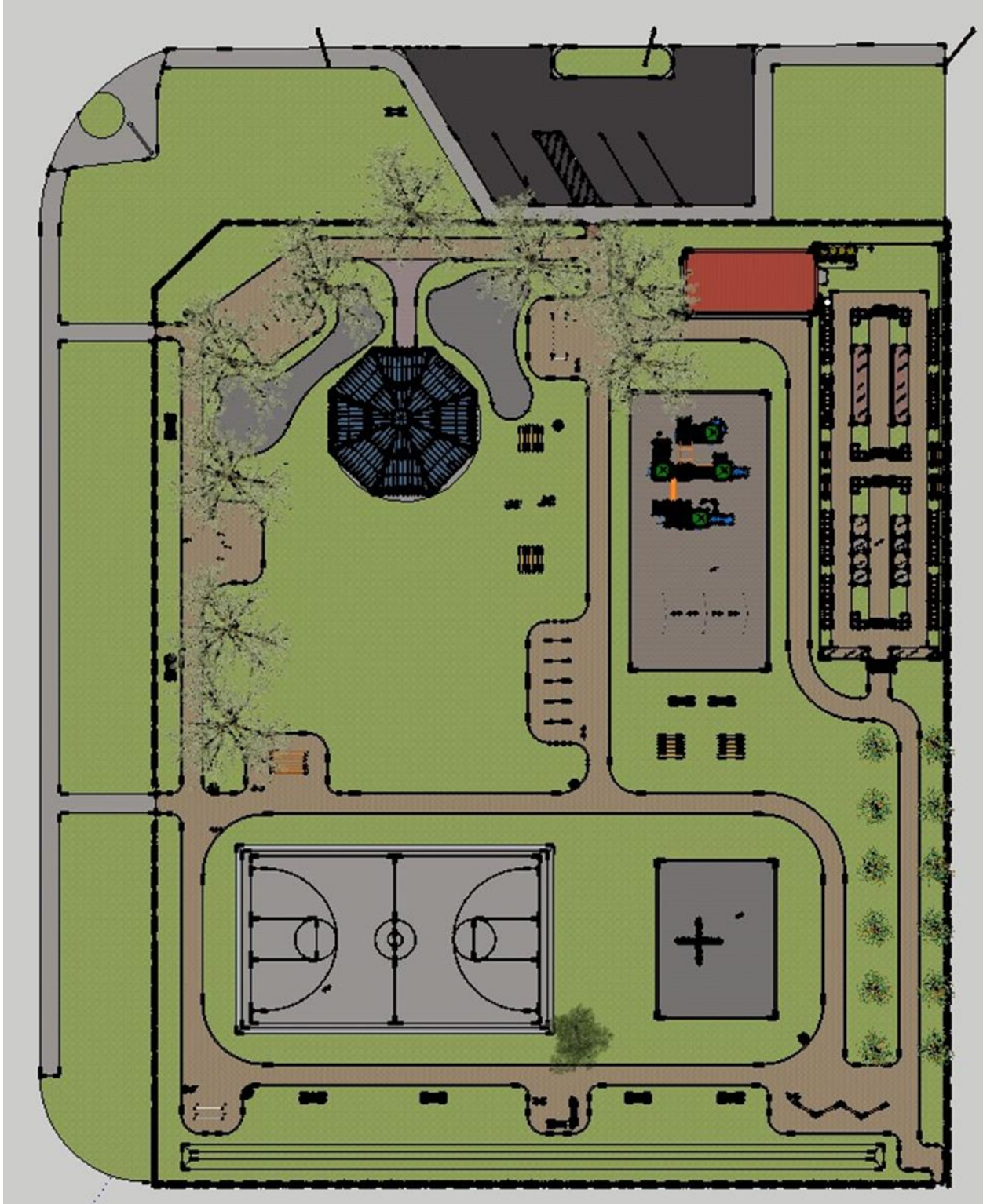
The park will include colorful and attractive features that will not only benefit the young children of the neighboring elementary school, but will also benefit the entire community. The success of the park will possibly encourage the city to expand its parks and recreational facilities, helping San Juan grow. To summarize, the intentions of this project are to provide a better quality of life.

Project Goals and Objectives

The desired goal of this project is to implement all the aspects of a substantial park within a small area. The role of the park will be to provide a safe, fun, accessible, and beneficial environment for the families of San Juan. Implementing exercise stations within the park will help promote healthier lifestyles. The purpose of including a butterfly garden in the parks design, is to encourage San Juan into an environmentally friendly and educational initiative within the valley.

Scope of Work

The scope of work for this project includes a playground, a recycled tire playground, basketball court, exercise stations, walking path, a butterfly garden, as well as a community garden, and a parking lot. In addition to the set specifications of the park, a restroom facility and light post will be proposed for future installation. Items included in this report will be a narrative of all mandatory and additional park components, as well a final conceptual layout of the park.



PARK COMPONENT SPECIFICATIONS

Phase I Components



Parking Lot Specifications

Site Requirements

Large and rectangular shaped sites are most preferred for parking structures. Upon reviewing of the site and geotechnical report it is recommended to construct a zero slope rectangular parking lot structure. This layout will supply the City of San Juan the most efficient layout. Based on the minimum accessibility that will be supplied for the parking lot, the construction will remain to four parking spots. Potentially, additional parking spots can be rearranged if necessary. The parking structure area consists of 2,800 square feet, direction of the parking lanes will be arranged incoming from the northern side.

Site Constrains

In evaluation of the site it is imperative to consider the possible issues that will develop within the site construction.

- In evaluation of the surveying of the site, the current position of the gate surrounding the perimeter of the site conflicts with the designated length a parking structure should contain. Possible resolutions are subject to but not limited; removal of northern portion of the gate in effort to replace inward within five feet, keep to the current layout of the gate and adjust the parking structure by settling in an angular direction.
- In an effort to provide the best layout, providing a slope would result in conflict with the advantages that are given by a sloped design based on the minimum accessibility provided in the design area. In accordance to the findings Imagine Engineering's course of action was to develop a zero-slope layout for the parking structure.
- Geotechnical report was conducted by Millennium Engineers Group Inc. conducting a total of six boring testing, two were drilled at a distance five feet and the remaining four at a distance of fifteen feet. With the proper soil samples of sandy/clay it is suggested that the soil in the project site will sustain the foundation with minor to none altercations therefore, the location of the site is feasible.
- To comply with the City of San Juan city's ordinance Imagine engineering suggests to provide detailed specifications that have met all requirements and are kept in compliance through phase II of the Sorensen Park Project.

Concept Design

Parking dimensions have been developed to accommodate the composite design layout.

- Entranced to the parking structure will be attained at a sixty-degree incoming angle. There will be a nine feet distance between each lane. The following dimensions given are with accordance to supply each vehicle proper maneuvering in and out the parking structure.
- The parking structure will accommodate one ADA vehicle parking slot, all specifications will comply with the ADA specifications for parking lots.

Accessible Parking Requirements

Parking structure will consists of three parking spots and one ADA parking spot. Please refer to general notes on CAD detailed drawings for specifications and ADA requirements.

Pedestrian Requirements

As the priority for the construction of the Sorensen Park, disruption to the city of San Juan community must be keep to a minimum. Circulation of the pedestrians will be expected to change in peak hours. Due to the location of the park, it is expected that the parking lot may be congested by nearby commuters both by vehicle and incoming pedestrians. Circulation systems shall be designed to avoid conflicts between vehicles, bicycles, and pedestrian traffic. As an acknowledgement, pedestrian circulation will take priority over vehicle circulation.

Safety and Security Lighting

Curbs are suggested as possible tripping hazards in most pedestrian areas therefore, Imagine engineering discourages the usage of curbs on the project site. To provide a higher security faces and edges of curbs if decided to include on the site should be painted by a high color, preferable yellow to enhance visibility.

Lighting is highly effective to enable safety and security and is suggested by Imaginative Engineering. Under the circumstances, the addition of lighting will not undergo into the construction of the parking lot, but will be suggested to incorporate in a later development within the parking structure.

Drainage

Appropriate drainage is essential for every parking structure without restrictions from climate differences. Low rainfall is experienced yearly throughout the city of San Juan. As stated on site requirements, the parking lot structure will consist of a zero-slope layout. Water will not be able to drainage away from both exterior columns and pedestrian paths. To prevent any flooding the foundation of the parking lot will drainage away the water. The permeable pavement will work as a sand filter that will allow the water to penetrate through as a filter. As precipitation falls on the pavements, the water infiltrates down into the storage basin and slowly it is released into the soil.

Durability Design

The parking structure's design life should be sixty years. In order to have a durable parking structure, quality products must be used. Materials that cut initial costs end costing more for

maintenance. Maintenance of the parking structure should be conducted three times a year by cleaning with a vacuum sweeper. For the permeable pavements it is imperative to remove all sediments from accumulating on the pavements. Imagine Engineering recommends these specifications to effectively prolong the life of the parking structure to the maximum.

Butterfly Garden Specifications

Site requirements

According to the geotechnical report provided by MEG Engineering, the majority of the site soils are stiff to very stiff, which is ideal for maintaining a garden of native plants. Site preparation will need to include plowing of the soil to soften up the top layer to better manage the initial planting process.

Concept design

The butterfly garden will be located in the north-west area of the park surrounding the existing trees and new gazebo area. For the entirety of the park, all additional plants and vegetation will be native to the Rio Grande Valley. For the butterfly garden the native plants that will be included are the Taperleaf Heliotrope, Texas Lantana, Prairie Milkweed, Betony Mistflower, Barbados Cherryblossom, and the Texas Frog fruit plant. All plants will be purchased from a Rio Grande Valley Local nursery. The Texas Frogfruit plant is a good plant for ground coverage so this plant will take up the bulk of the garden, while other plants such as the Betony Cherryblossom and the Barbados Cherryblossom will be placed sparingly to add color and variety to the lush butterfly garden.

Access Design

Main access to the garden will be from the center walkway walking towards the gazebo.

Safety and security

Because these are open exposure plants, easily assessable to the public, basic safety precautions must be taken. Adult supervision should always be present when young children are on the premises.

Signage

Interactive and educational signs will be placed around both sections of the butterfly garden. Another creative idea that can be implemented on the butterfly garden signage are to include QR codes on the signs for smartphone access for the public to further their knowledge beyond the information provided on the signs in the park.

Durability design

All plants will be native, thus the lifetime of the garden will thrive with minimal upkeep.

Community Garden Specifications

Site requirements

Community Garden vegetation will be in raised beds, thus site preparation of soils will not be needed. The bed however will do best on a level surface, and small scale leveling may be needed.

Concept design

The community garden will be located in the north-east corner of the park. Vegetation's included in the community garden will do well as minimum upkeep will be required, withstand long periods of time without water, and will have short burst flowering periods to maintain a flow of fresh produce. Easily maintained vegetation include, cabbage, eggplants, rosebush berry plants, and tomatoes.

Access Design

Access to the community garden will be accessible on the southernmost side of the garden, with a north-west access to a storage shed which will later to be connected restroom facilities in the future.

Safety and security

Proper gardening practice must be taken when tending to the garden. Adult supervision is always required when children enter the community garden area. All fruits and vegetables grown in the garden will undergo proper plantation and care, but will be advised if taken, to eat carefully.

Signage

Warning signs will be present upon entering the community garden to caution the public of the potential hazards of eating publicly grown vegetation.

Drainage

For the community garden, no additional drainage is needed, but a rain catcher is proposed to be implemented on the storage shed and future restroom facility to reuse the water to use on the community garden.

Durability design

All vegetation included in the community garden will do well with little water and little upkeep, ideal for typical Rio Grande Valley weather, thus lengthening the lifespan of the garden elements.

Playground & Recycled Tire Playground Specifications

Site requirements

On the geotechnical report provided by MEG Engineering it is recommended to use a slab-on-grade or on-fill foundation with a depth of six inches. Use wood mulch for a protective surfacing on the playground and the tire playground. For loose fill material is six inches for wood mulch.

Concept design

The playground is recommended to be purchased from playground company, GAMETIME. The New Brunswick playground will total \$20,815 and is ADA accessible.

Access design

The New Brunswick playground has a height of six inches, age's group between five-to-twelve years and has a child capacity of forty to forty-five children.

Safety and security

The tire playground and the playground should not be installed without any type of protection surfacing. Concrete, asphalt, ceramic tile, stone or any similar hard surface is not considered a protective surfacing and it should never be placed under a playground. Grass and dirt are not considered protective surfacing unless the height of the playground is less than 18 inches. For the playground and tire playground use wood mulch as the protective surfacing if the playground height is seven feet. For wood mulch the loose fill material is nine inches. The age's group for the playground will be from five-to-twelve years old.

Exercise Station Specifications

Site requirements

Per the geotechnical report provided by MEG Engineering, most the site soils are stiff to very stiff. Installations from Fit-Trail stations requires low-tech, similar to installing a fence. Basic equipment consists of digging tools such as shovels, post-hole diggers. Assembly tools include socket wrenches, hammer, framing square, and level. Lastly for the concrete, bagged pre-mix will be needed.

Site Constraints

It is recommended that PSJA does not fabricate the exercise stations based on liability issues, therefore, the City of San Juan will purchase the exercise stations.

Concept design

Exercise stations are recommended to be purchased from Fit Trail. A ten-station package was optimal choice and was used on the final cost estimate base bid.

Access Design

Exercise stations will be located around the park and will have a generous amount of space to exercise for one person or a group of people.

Pedestrian Requirements

Signage must be clearly visible for walking pedestrians. For the safety of pedestrians, signage should be located away from the trail to avoid any falls.

Safety and security

Safety is critical for the safety of the children and all users. The Fit Trail is designed for people of all ages and ideal for children under the age of twelve. Recommendations for exercise stations are to be placed away from children's play area to have maximum accessibility. Likewise, signage should be installed near the back of the equipment and should be identified with proper instructions to avoid injuries.

Signage

Signage will be included with the fit trail station. Additional signage may be included by PSJA welding class.

Durability design

The wood is weather-treated pine, treated with a lifetime limited warranty against rot, decay and termite damage, and safe for humans, pets, and plants. The hardware is galvanized steel and the sign panels are guaranteed unbreakable, by Fit Trail. Southwood also guarantees maintenance free equipment.

Other considerations

Approximately 30 to 50 man hours are needed for installation for 10 stations. Local community volunteers are recommended for installation of the stations. Many purchasers in the past have handled their own installations, additionally each system comes with a complete installation manual and parts list.

Basketball Court Specifications

Site requirements

As recommended by the geotechnical report provided by MEG Engineering, the basketball court will consist of a slab foundation. Site preparation will include the stripping of all vegetation to a minimum of five feet beyond the foundation perimeter. Twelve inches of soil will be excavated and the following twelve inches of subgrade beneath the excavated soil will then be conditioned

and compacted. The selected fill will follow and be conditioned and compacted up to the proposed FFE as per recommendations from the geotechnical report provided.

Concept design

The basketball court will be youth-sized full court: 79' x 47'.

Safety and security

Safety is critical, for the safety of the children and all users recommendations for basketball court are to be located in a place away from children's play to have maximum accessibility. Likewise, signage should be installed near the court and should be identified with proper guidelines to avoid injuries.

Drainage

For drainage purposes, the court will have a slope of 1% from the centerline outwards, as well as additional 5% sloping along the perimeter. All runoff will be directed towards the southern end of the park where the drainage ditch will be located.

Structural systems

Two basketball rims/posts will be embedded into the foundation on either end of the basketball court. Please refer to the general notes on CAD detailed drawings for specifications and foundation requirements, and to the 3D model of the conceptual layout of the park for a specific position of the court.

Gazebo Specifications

Site requirements

As recommended by the geotechnical report provided by MEG Engineering, the gazebo will consist of a slab or a slab on grade foundation. Site preparation will include the stripping of all vegetation in the area. Twelve inches of soil will be excavated and the following twelve inches of subgrade beneath the excavated soil will then be conditioned and compacted. The selected fill will follow and be conditioned and compacted up to the proposed FFE as per recommendations from the geotechnical report provided.

Site Constraint

A potential problem would be that in the area where the gazebo is located is relatively close to the existing tree line, and in the future roots of the tree could potentially disturbed and ruin the foundation of the gazebo, creating cracks and instability of the foundation. Imagine Engineering does not believe the trees roots are close enough to create any problems for the gazebos foundation, but regular inspections of the trees roots should be taken as a precaution.

Concept design

The Gazebo will have a forty-foot diameter. The octagonal gazebo will have two separate entrances on the north and south side of the structure. The butterfly garden will be located on the norther end of the gazebo on either side to create a peaceful and beautiful ambience when using the gazebo.

Durability design

The gazebo will be a treated wood design to ensure a long lifespan.

Other considerations

To reduce costs, the gazebo can take on more of a pavilion design and not have railings along the sides of the gazebo, creating entrances at all sides instead of the north and south side.

Drinking Fountain Specifications

Site requirements

According to the geotechnical report provided by MEG Engineering, the majority of the site soils is stiff to very stiff, which is ideal for low budget foundation design for the drinking fountain. Small scale excavation will be needed to implement the plumbing for the transportation of water from the water meter to the fountain as well as for the foundation and footing for the water fountain itself.

Concept design

Water fountains chosen are ADA compliant for wheelchair accessibility, and will have the unique feature of a pet fountain so dogs can drink clean water inside the park. The drinking fountain will be located near the basketball court for easy access for all aspects of the park, and another drinking fountain will be located on the restroom facility structure.

Access Design

All water fountains will be ADA accessible, ramping up towards the drinking fountain will not be required for the additional drinking fountain located near the basketball court because the water fountain will be directly off the walking trail and will be easily accessible to wheelchair users. The other drinking fountain located on the restroom facility structure will have concrete ramping up towards the drinking fountain that is up to date with ADA requirements.

Drainage

For drainage design please refer to the general notes on CAD detailed drawings for specifications and drainage requirements.

Other considerations

For conceptual design please refer to the general notes on CAD detailed drawings for specifications and foundation requirements.

BBQ pits and bench Specifications

Concept design

Per the City of San Juan's request, the students of PSJA Early College High School welding class will provide the BBQ pits along with the benches that will be used in the park.

Access Design

The BBQ pits will be located in an open area with no playground and tire playground around. The benches will be located around the park based on accessibility.

Safety and security

Open face BBQ pits will be used for a safer environment. The BBQ pits will not be close to playground and the height of the BBQ pits is between three-to-four feet.

Bollard Specifications

Site Requirements

With security, as main priority bollards will be a part in the Sorensen Park Project. As heavy traffic flow is consistent due to the primary schools located nearby and communitive roads chances of a vehicle accident increase. To prevent from any vehicle overpassing to the Sorensen Park and potentially harming any nearby passengers the installation of bollards will satisfy for security.

Concept Design

The addition of bollards will prevent from vehicles crossing over the premise, maintain pedestrian safety, and blocking autos from parking in unauthorized areas. Imagine Engineering recommends to incorporate nine bollards in the Sorensen Park Project.

Access Design

In collaboration with meeting ADA requirements each bollard specifications will be four feet in length, four feet in distance from each bollard, and eighteen inches in diameter.

Durability Design

As part of the second phase, solar bollard selection could assist with safety and lighting requirements for the park. To maintain bollards to be seen, re-coat of bollards must be done industrial enamel could prolong visibility and lower the frequency of maintenance.

Trash Can Specifications

Site Requirements

To sustain the conditions of the park, proper set-up of trash bins will be included in the Sorensen Park Project. In effort to reduce the labor costs for park-clean up, six stationary trash bins will be scattered around the Sorensen Park. Minimum foundation design is required for the trash can posts.

Concept Design

For conceptual design and placement please refer to the general notes on CAD detailed drawings for specifications and foundation requirements, and to the 3D model of the conceptual layout of the park.

Walking Trail Specifications

Site requirements

According to the geotechnical report provided by MEG Engineering, the project site consists of stiff to very stiff sandy lean clay. The area that is going to be converted to the walking trail should be stripped of all vegetation and organic topsoil. Since the walking trail is not a major structure or will not be supporting extremely heavy loads, select fills recommended in the geotechnical report are not necessary. After stripping, remove at least five to six inches of on-site soil. Exposed subgrades should be thoroughly proof rolled to locate and compact any weak, compressible, and soft spots. A soil blanket should be placed above the compacted existing soil base to prevent the crushed granite from seeping into the base. The surface material of the trail will consist of six inches of compacted crushed granite. The entire trail will be edged with 4 in. by 8 in. pavers.

Concept design

The five foot wide walking trail will be located throughout the park, having a total surface area of 9,781.66 ft² (9,800 ft² was used for cost estimations). The surface material will consist of six inches of compacted crushed granite. The entire trail will be edged with 4 in. by 8 in. pavers.

Circulation & ramping

Ramps are placed in the parking lot, as well as on the corner of Stewart Rd. and Sam Houston Ave.

Access Design

There are four entrances to the walking trail. Two along Stewart Road, one along Sam Houston Ave., and one on the southeast side that will only be accessed by Sorenson Elementary during school hours.

Pedestrian Requirements

The walking trail is designed for people of all ages.

Lighting

Light posts will be placed along the trail as shown in the plans. Lighting will allow more trail usage and will provide the safety needed for the pedestrians.

Signage

Signage must be clearly visible for walking pedestrians. For the safety of pedestrians, signage should be located away from the trail to avoid injury. Signs that are reflective are helpful to night users, and posting them at eye level or lower better attracts trail users' attention. This level also makes them more visible along the trail. Bilingual signs may be appropriate, or larger signs might be useful if the trail will receive heavy usage from the elderly.

Durability design

The purpose of the pavers is to prevent the crushed granite from spilling out onto the surrounding area, and the purpose of the soil blanket is to prevent the crushed granite from seeping into the base. This gives the trail as minimal maintenance as possible.

Other considerations

One concern when developing the walking trail is liability. A disclaimer of liability should be included on any registration forms for special events involving the walking trail. Participants should also be educated on safe physical activity habits.

Outside Park Perimeter Sidewalk Specifications

Site requirements

According to the geotechnical report provided by MEG Engineering, the project site consists of stiff to very stiff sandy lean clay. The area that is going to be sidewalk should be stripped of all vegetation and organic topsoil. After stripping, remove at least ten inches of on-site soil. Exposed subgrades should be thoroughly proof rolled to locate and compact any weak, compressible, and soft spots. Select fill subgrade shall be compacted to 90% standard proctor, and a two-inch sand cushion shall be required and placed as base material under the sidewalk. The sidewalk will consist of four-inch thick concrete reinforced with six inch by six inch No. 6 gage wire mesh or No. 3 bars @ eight inches O.C.E.W.

Concept design

The five foot wide sidewalk, as shown on the plans, is going to be placed along Stewart Rd. and Sam Houston Ave., and will connect to existing sidewalks near Sorenson Elementary. It will consist of four inches of reinforced concrete with a 28-day compressive strength of 3000 psi, and will match sloping of existing sidewalks.

Ramps

Ramps are placed in the parking lot, to allow access to Sorenson Park, as well as on the corner of Stewart Rd. and Sam Houston Ave.

Access Design

The sidewalk is designed for people of all ages, and is accessible to the public at all hours of the day.

Durability Design

Many cities consider 25 years to be an expected lifespan for a concrete sidewalk. Sidewalks fail for a variety of reasons which include damage due to:

- Poor base soils and sub-base preparation causing differential settlement
- Nearby trees roots causing displacement or cracks
- Heavy Vehicle loading on sidewalks not designed to take such loads
- Insufficient concrete thickness or lack of reinforcement where design dictates

Restroom Facility/Storage Shed Specifications

Site requirements

Large Rectangular leveled plots are ideal for the restroom structures. Upon reviewing the site and geotechnical report from MEG engineering, it is recommended to use slab on grade foundation for the restroom and storage shed structure. Because the soils have stiff to very stiff characteristics, minimum foundation requirements are standard for a structure, which will provide the city of San Juan the cheapest and safest foundation design for this structure. Site preparation will include the stripping of all vegetation on the area. Twelve inches of soil will be excavated and the following twelve inches of subgrade beneath the excavated soil will then be conditioned and compacted. The selected fill will follow and be conditioned and compacted up to the proposed FFE as per recommendations from the geotechnical report provided. For specific design please refer to the general notes on CAD detailed drawings for specifications and foundation requirements.

Concept design

The restroom facility will consist of one female and one male restroom, both meeting at least minimum ADA requirements, with the expectation of exceeding the minimum because of the fact that's the location of the park will be on elementary school property. This is something to consider because of the young individuals of school will in all likelihood need assistance in the restroom if a person of disability is using the facility. The rotation foot room will have a minimum diameter of 60 inches (5 feet), a minimum sink height of 29 inches that will be at least 18 inches clear way under the sink. A side assistant ramp next to the toilet will also be include for easier mobility. The storage shed will have a separate entrance access from the community garden area only and will be used to store all gardening equipment needed for the community garden as well as storage for additional restroom amenities. For specifics on conceptual design please refer to the detailed 3D model of the conceptual design of the park.

Circulation & ramping

To meet ADA requirements, a concrete ramp will be implemented for wheelchair access. For specific ramping design please refer to the general notes on CAD detailed drawings for specifications and foundation requirements and ramping dimensions.

Safety and security

Because the foundation of the restroom/storage shed structure will be above ground level, basic safety precautions must be taken, and adult supervision should be present when young children are on the premises. Restroom and shed facilities will be secured and locked when the park is not open for public use.

Lighting

Lighting fixtures in the restroom and storage shed will be minimal to provide just enough to safely navigate the facility.

Signage

Gender identification signs will be included in the outside wall of the facility that will also include brail translations on each.

Drainage

The entire plumbing and sewage system will need to be implemented for this new structure. Please refer to the general notes on the CAD detailed drawings for specifications on the drainage and piping system.

Other considerations

Because this facility is a phase II component, additional storage facility will need to be considered for the equipment needed for the tending of the community garden. Keeping equipment in the school campus will be the first choice, but this will limit the accessibility to the equipment to only school hours.

Light Post Specifications

Site requirements

The terrain is feasible for trenching between light poles. Meter pole with distribution panel and lighting contactor will be installed close to fence line near the restrooms.

Site Constraint

All electrical circuits will be in PVC conduits underground.

Concept design

Meter pole will be constructed with treated wood. Meter box and distribution panel and contactor will be installed on meter rack.

Access Design

All conduits that cross trail must be trenched and installed prior to trail being constructed.

Pedestrian Requirements

All light poles will have J boxes with tamper proof screws at base of pole.

Safety and security

Distribution panel will have padlock. Contractor box will have tamper proof screws. Proper signage to make the public aware of electrical shock hazards will be displayed.

Lighting

Location of light posts are located to illuminate dark spots. Additional light poles can be installed or positioned of light poles can be relocated.

Durability design

Light poles and meter rack are treated woods.

Other consideration

Fiber glass and aluminum poles are other options, as well as more expensive more durable Solar powered light fixtures, which were not used in cost estimations.

Operating Budget Impact (Maintenance)

Sorensen Park is a city-owned park which will continue to be maintained by the Department of Parks and Recreation as well as The Sorensen Elementary School Staff. Additional costs, such as annual water bill for future proposed restroom facilities, the annual cost of upkeep an LID permeable asphalt parking lot, and lawn care treatments are additional cost that must be considered.

Summary

In conclusion, based on the conceptual design of the park Imagine Engineering created, the total estimated cost of the project in its entirety was \$318,773.57, totaling \$1,800 that will remain under budget. Some values were overestimated, or used the slightly more expensive product to ensure the park was feasible even with unforeseen extra or more expensive expenses or materials. Imagine Engineering worked with determination to develop the most pleasing and reliable final product for the proposed Sorensen Park for the City of San Juan.



LETTER OF INTENT

To: The City of San Juan
From: University of Texas – Rio Grande Valley
Senior Design Group: Imagine Engineering

Jessica Alarcon, Omar De La Vega, Crystal Gonzalez, Claudia
Gurrola, Sara Marble, Jonathan Padilla, Stephanie Rodriguez

Date: Friday, December 2, 2016
Subject: Sorensen Park

On September 9th, the University of Texas – Rio Grande Valley Civil Engineering Senior Design group was assigned to take on the task of designing and developing a park for the city of San Juan located on the corner of Sam Houston Blvd. and Steward Rd. on Sorensen Elementary School Property. Along with a conceptual design of the park, the senior design group (Imagine Engineering) will include construction specifications such as foundation design, utility line recommendation, and cost estimations for material and labor. The report will include all the above listed that will be turned in no later than Friday, December 2, 2016, and will be formally presented to the San Juan City Commissions Board on Tuesday, December 13, 2016.

Recommendations:

1. Accept in concept the park master plan developed by the University of Texas – Rio Grande Valley Civil Engineering Senior Design group (Imagine Engineering) as recommended in Attachment A, which includes the following major elements:
 - Basketball court
 - Playscape playground
 - Recycled tire playground
 - Gazebo
 - Flexile use lawn area (soccer area)
 - Walking trail

- Outside park perimeter sidewalk
- Drinking fountains
- Butterfly garden
- Community garden
- Exercise stations
- Parking lot
- Outside park perimeter Bollards
- Trash cans, Benches, BBQ pits
- Storage shed (Phase II)
- Restroom facilities (Phase II)
- Light posts (Phase II)

The park will also incorporate sustainable practices and features including, but not limited to:

- Use of solar powered light posts
 - LID parking lot design
 - Permeable asphalt
 - Innovative storm water management techniques
 - Rain Catcher
 - 1% sloped basketball court
 - Storm water drainage system into existing lot detention pond
 - Butterfly and Community Garden w/ interactive and educational signage
2. Establish the development cost for the initial phase of development for the Sorensen Park at a \$320,650 budget, based on the allocation of a grant from the Texas Parks and Wildlife program and the San Juan city parks and recreation funds. As well as an approximate cost of additional “phase II” components that will be constructed at a later time with additional revenue. The monetary amounts included are based on local Texas construction company quotes as well as Texas average market prices for certain items such as permeable asphalt for the LID parking lot.
 3. Conceptual Plans and design will be approved and sealed by the UTRGV Civil Engineering Department Chair, Dr. Andrew Ernest, P.E.

Appendix

PROJECT TASKS	MATERIALS COST	TRAVEL COST	LABOR HOURS	LABOR COST	Equipment Cost	Total
Restroom (Phase II)	\$ 26,500.00		45	\$ 2,112.00	\$ 100.00	\$ 28,712.00
<i>Foundation</i>	\$ 1,279.64		20	\$ 1,100.00		\$ 2,379.64
Light Posts (Phase II)	\$ 8,500.00		20	\$ 1,500.00	\$ 100.00	\$ 10,100.00
<i>Foundation</i>	\$ 1,000.00		40	\$ 1,760.00		\$ 2,760.00
Utility Line (Phase II)	\$ 2,000.00		32	\$ 1,760.00		\$ 3,760.00
Gazebo	\$ 50,000.00		10	\$ 220.00	\$ 100.00	\$ 50,320.00
<i>Foundation</i>	\$ 2,863.40		5	\$ 110.00	\$ 1,025.00	\$ 3,998.40
Parking Lot	\$ 107,124.77		85	\$ 2,700.00	\$ 5,000.00	\$ 114,824.77
Basketball Court (full court)	-		0	\$ -	\$ 100.00	\$ 100.00
<i>Foundation</i>	\$ 11,616.75		0	\$ 2,850.00		\$ 14,466.75
Exercise Stations (bought)	\$ 5,995.00	\$ 650.00	30	\$ 330.00		\$ 6,975.00
<i>Foundation</i>	\$ 1,000.00		18	\$ 792.00		\$ 1,792.00
Playground (bought)	\$ 25,000.00	\$ 500.00	60	\$ 660.00	\$ 100.00	\$ 26,260.00
<i>Foundation</i>	\$ 1,500.00		9	\$ 99.00		\$ 1,599.00
<i>Mulch</i>	\$ 2,728.69		3	\$ 33.00	\$ 100.00	\$ 2,861.69
Tire Playground (made)	\$ 100.00		0	\$ 560.00	\$ 100.00	\$ 760.00
<i>Foundation</i>	\$ 500.00		9	\$ 198.00		\$ 698.00
<i>Mulch</i>	\$ 1,336.50		3	\$ 99.00	\$ 100.00	\$ 1,535.50
Retention Pond Drainage	\$ 2,000.00		8	\$ 176.00	\$ 100.00	\$ 2,276.00
Drinking Fountains	\$ 2,350.00		20	\$ 660.00		\$ 3,010.00
<i>Foundation</i>	\$ 500.00		40	\$ 5,280.00		\$ 5,780.00
<i>utility</i>	\$ 650.00		9	\$ 396.00		\$ 1,046.00
Utility Line (Phase I)	\$ 1,000.00		24	\$ 1,056.00		\$ 2,056.00
Pavers	\$ 7,000.00		16	\$ 880.00		\$ 7,880.00
Storage Shed + Rain Catcher	\$ 3,450.00		32	\$ 1,760.00	\$ 100.00	\$ 5,310.00
Rebar	\$ 200.00		12	\$ 660.00		\$ 860.00
Signage	\$ 1,000.00		40	\$ 2,200.00		\$ 3,200.00
Inside Park Walkway	\$ 28,432.00		24	\$ 1,056.00		\$ 29,488.00
Sidewalk (outside park)	\$ 5,024.46		40	\$ 1,650.00		\$ 6,674.46
Boilards + Trash Cans + Benches + BBQ pits (made)	\$ 4,500.00		24	\$ 528.00		\$ 5,028.00
Community Garden	-		32	\$ 2,464.00		\$ 2,464.00
<i>Soil</i>	\$ 2,010.00		10	\$ 330.00		\$ 2,340.00
<i>Wood</i>	\$ 1,900.00		16	\$ 528.00	\$ 100.00	\$ 2,528.00
<i>Plants</i>	\$ 300.00		10	\$ 330.00		\$ 630.00
Butterfly Garden	-		16	\$ 528.00		\$ 528.00
<i>Soil</i>	\$ 850.00		10	\$ 330.00		\$ 1,180.00
<i>Plants</i>	\$ 900.00		8	\$ 264.00		\$ 1,164.00
Addition Vegetation (citrus tress)	\$ 1,560.00		10	\$ 330.00		\$ 1,890.00
GEOTECH REPORT	\$ 3,500.00					\$ 3,500.00
Permit & Regulations						\$ 3,750.00
				TOTAL Phase I		\$ 318,773.57
				TOTAL PHASE II		\$ 47,711.64
				TOTAL Phase I & II		\$ 366,485.21
					UNDERBUDGET =	\$ 1,876.43

Figure 1: Cost Estimate Sorensen Park Project

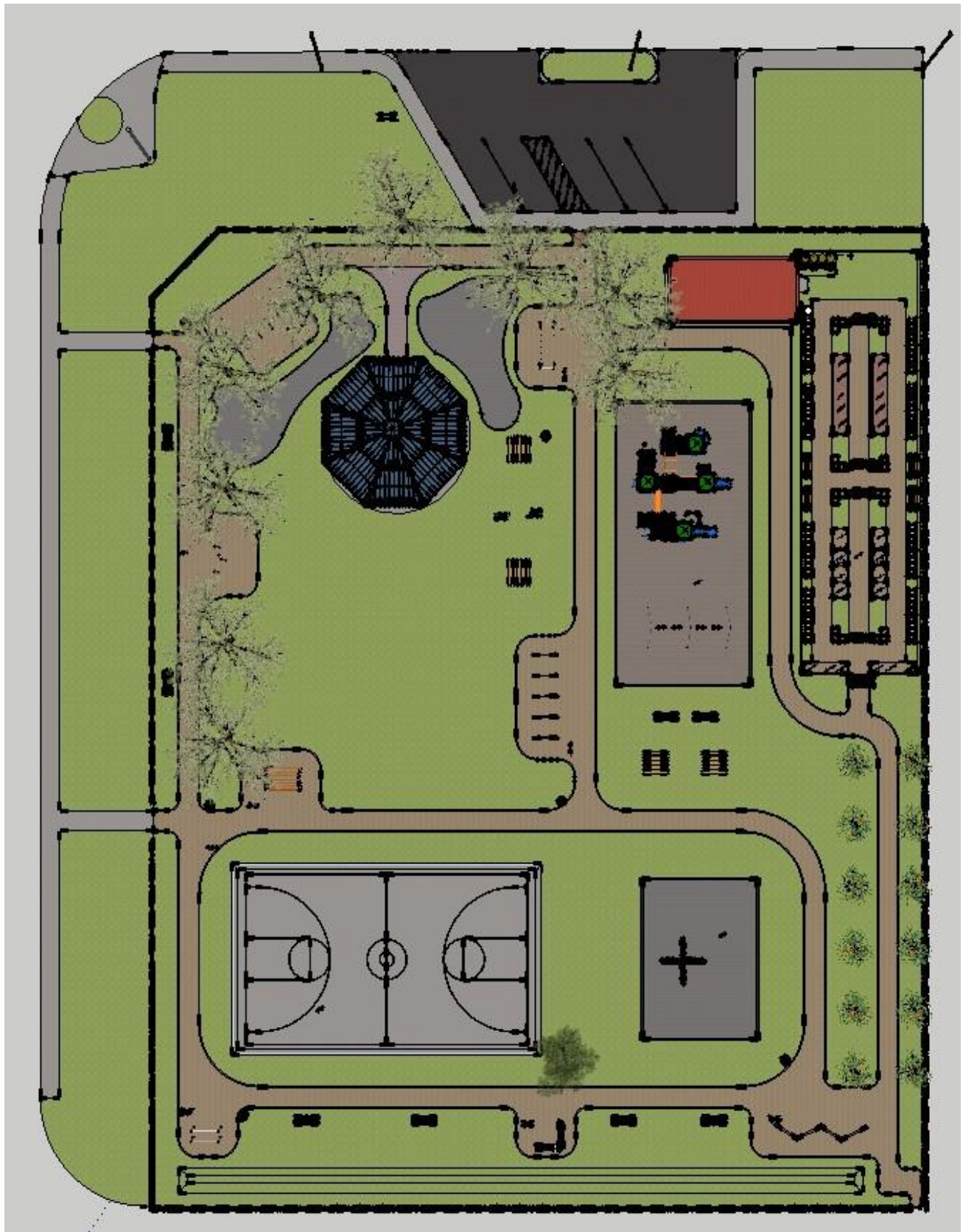


Figure 2: Sorensen Park Format Layout

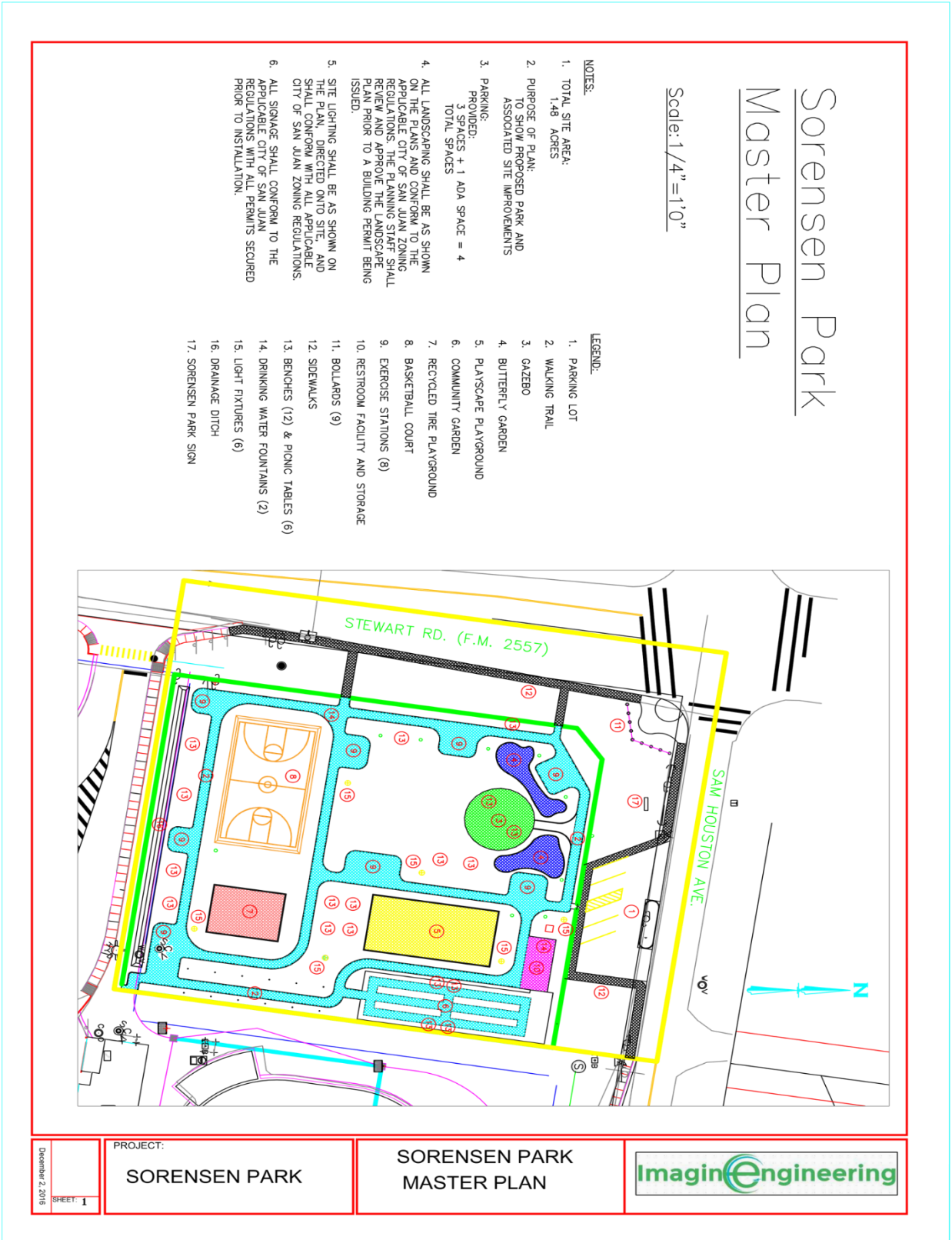


Figure 3: Sorensen Park CAD layout



Figure 4: Proposed Sorensen Park Plot

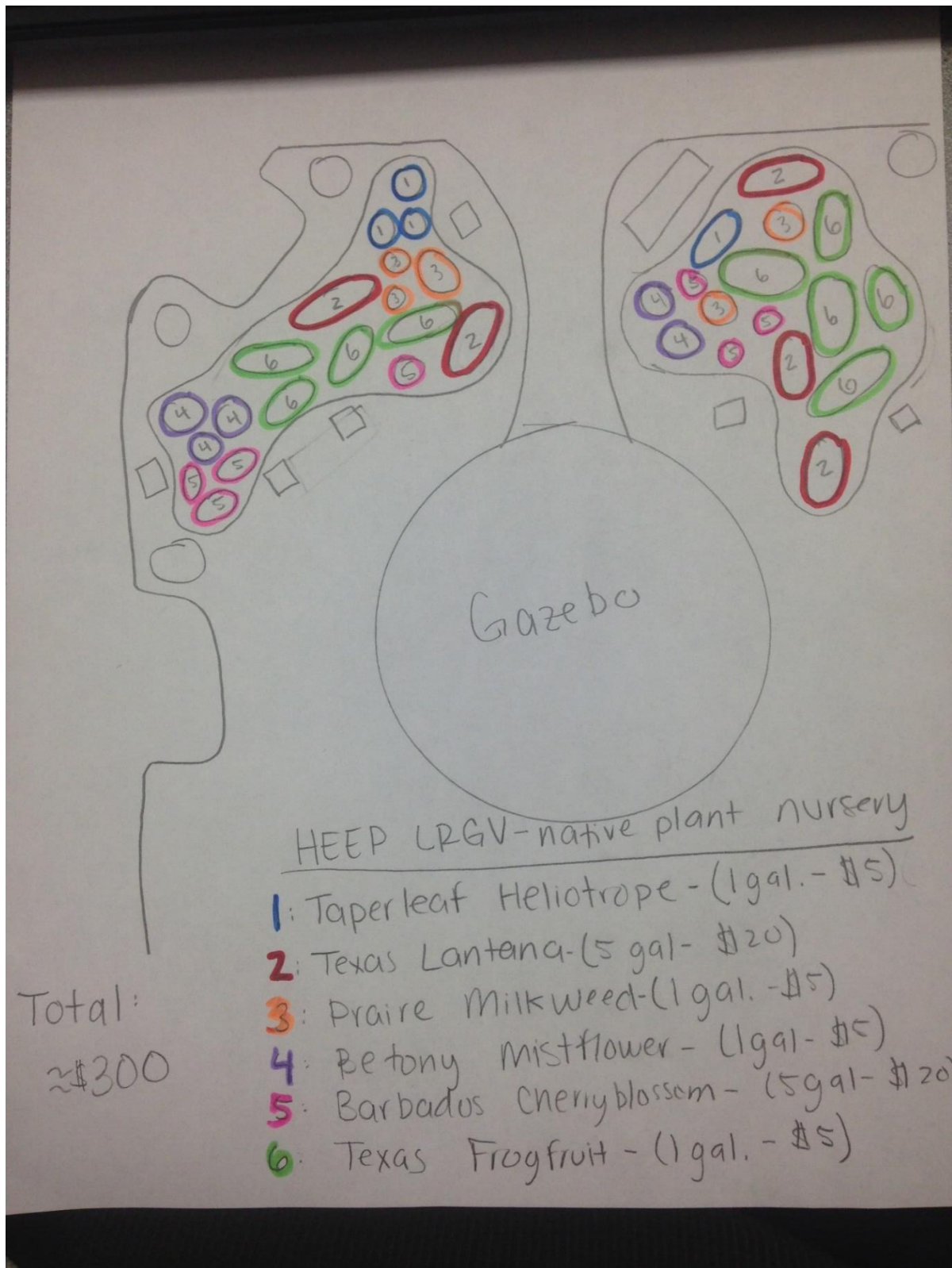


Figure 5: Proposed Butterfly Garden Design

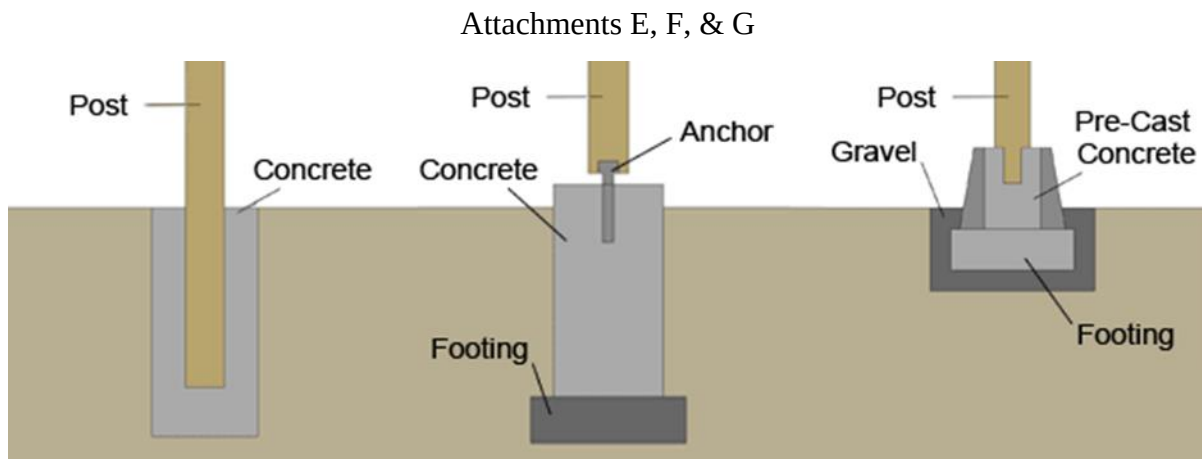


Figure 6: Footing Design for exercise stations, benches, trash cans, and playground posts

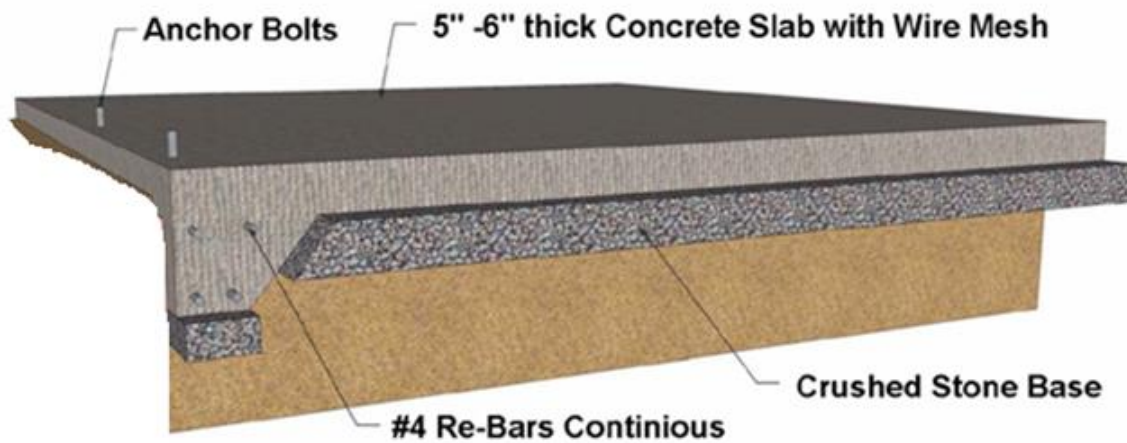


Figure 7: Minimum Foundation Design for the Gazebo and Proposed Restrom Facility

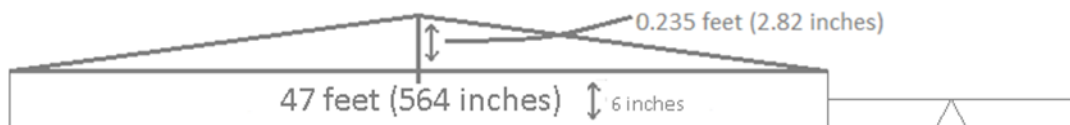


Figure 8: Sloped Basketball Court Dimensions

Appendix

Sorensen Park Master Plan

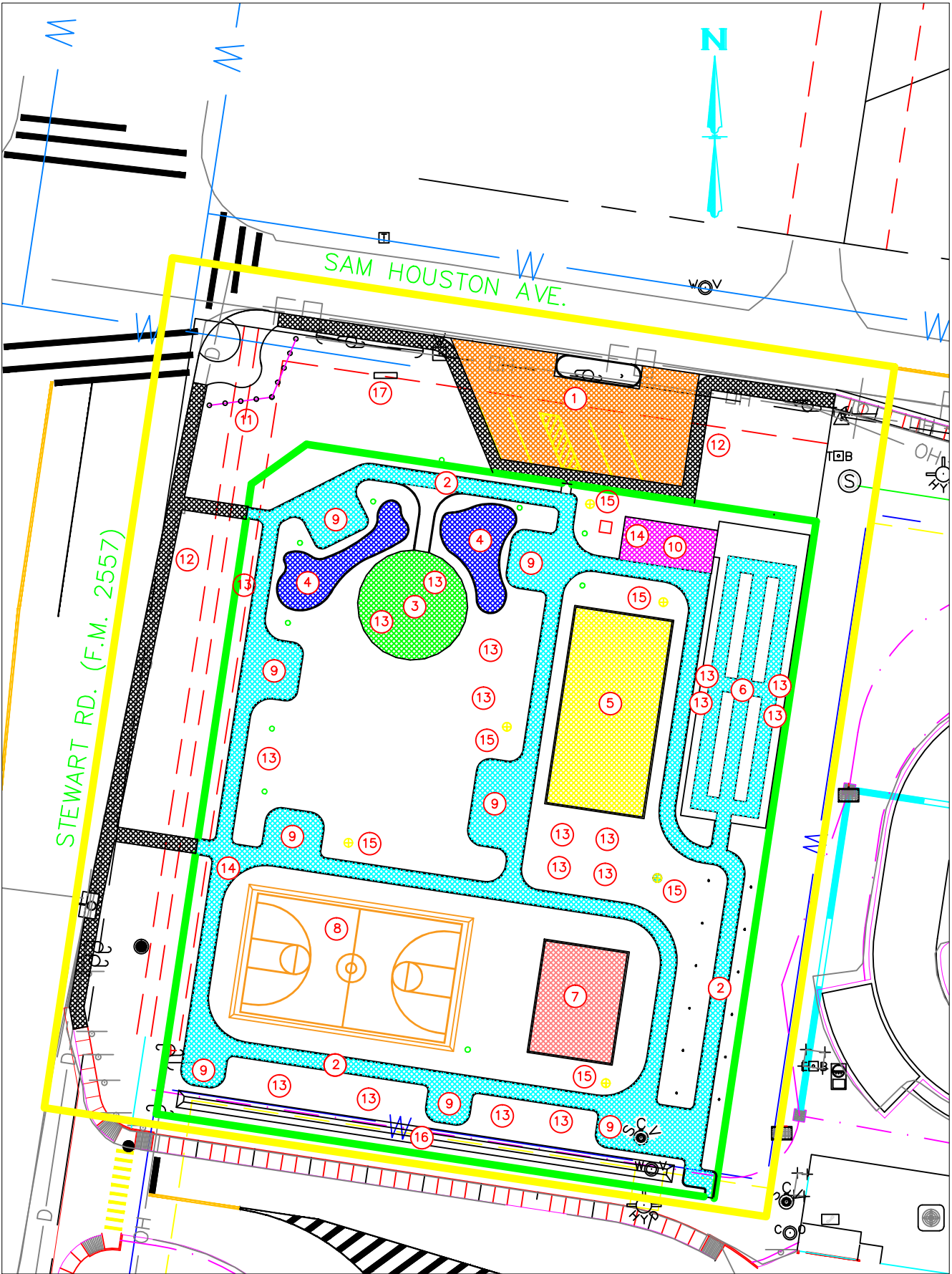
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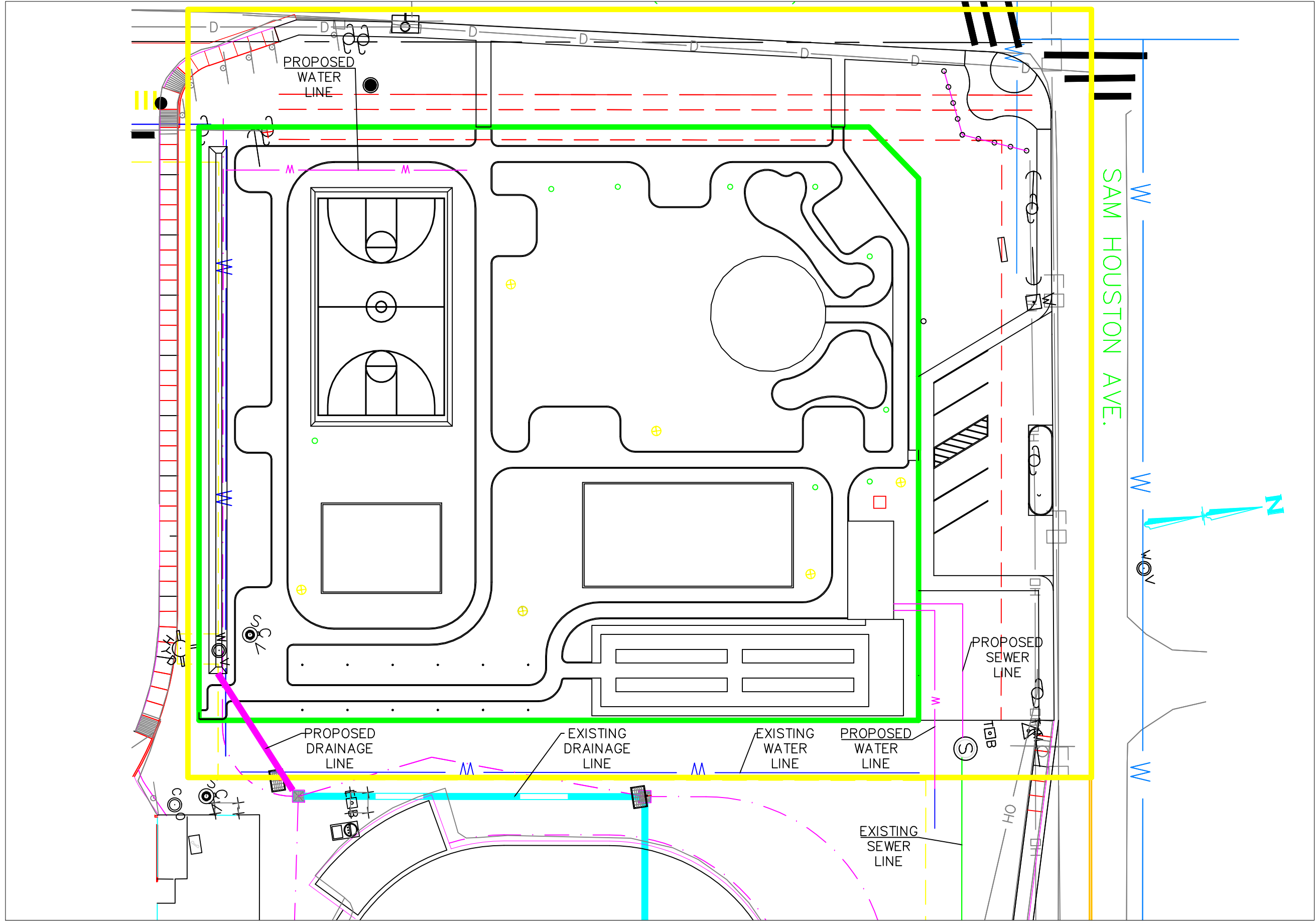
NOTES:

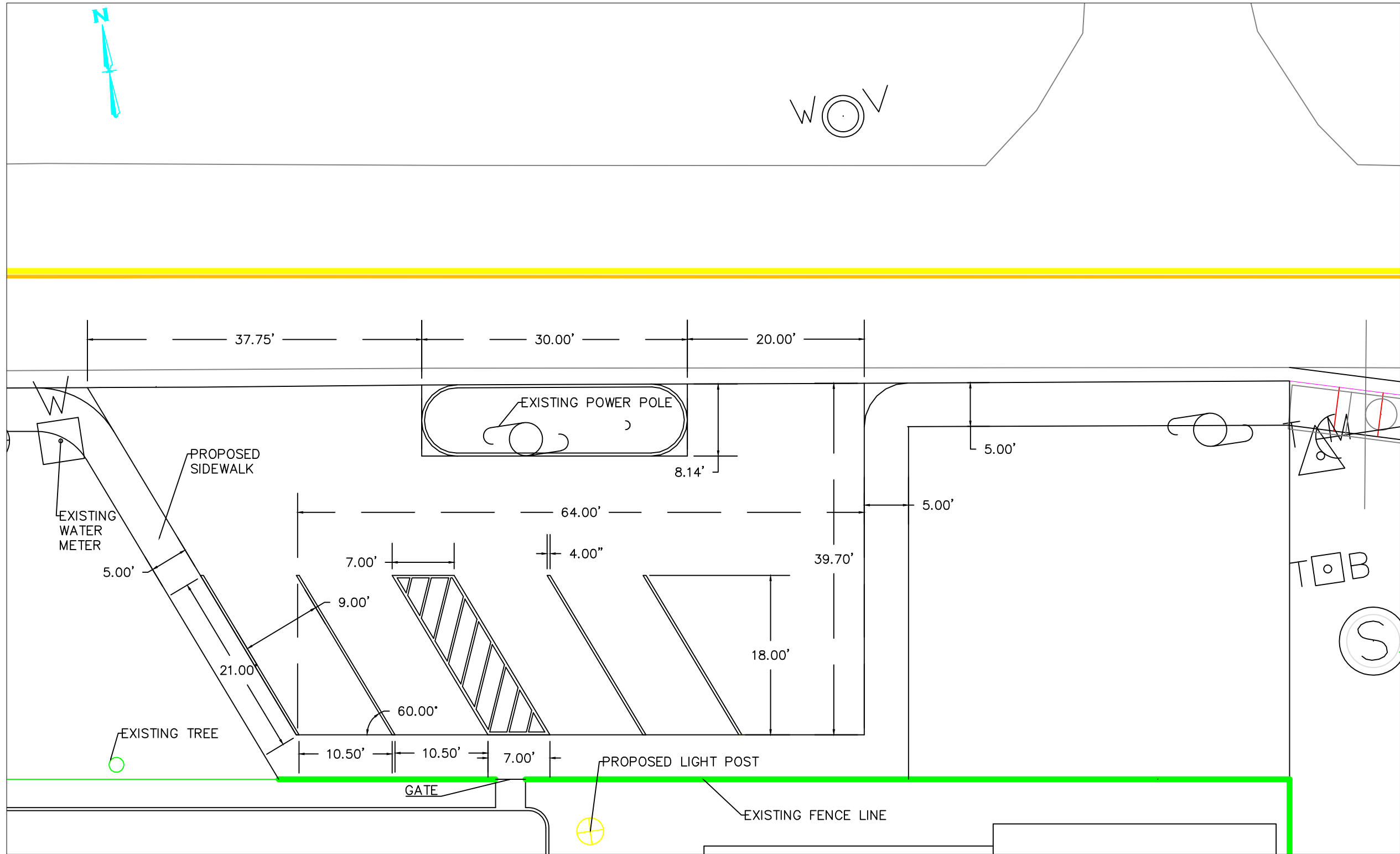
- 1. TOTAL SITE AREA:
1.48 ACRES
- 2. PURPOSE OF PLAN:
TO SHOW PROPOSED PARK AND
ASSOCIATED SITE IMPROVEMENTS
- 3. PARKING:
PROVIDED:
3 SPACES + 1 ADA SPACE = 4
TOTAL SPACES
- 4. ALL LANDSCAPING SHALL BE AS SHOWN
ON THE PLANS AND CONFORM TO THE
APPLICABLE CITY OF SAN JUAN ZONING
REGULATIONS. THE PLANNING STAFF SHALL
REVIEW AND APPROVE THE LANDSCAPE
PLAN PRIOR TO A BUILDING PERMIT BEING
ISSUED.
- 5. SITE LIGHTING SHALL BE AS SHOWN ON
THE PLAN, DIRECTED ONTO SITE, AND
SHALL CONFORM WITH ALL APPLICABLE
CITY OF SAN JUAN ZONING REGULATIONS.
- 6. ALL SIGNAGE SHALL CONFORM TO THE
APPLICABLE CITY OF SAN JUAN
REGULATIONS WITH ALL PERMITS SECURED
PRIOR TO INSTALLATION.

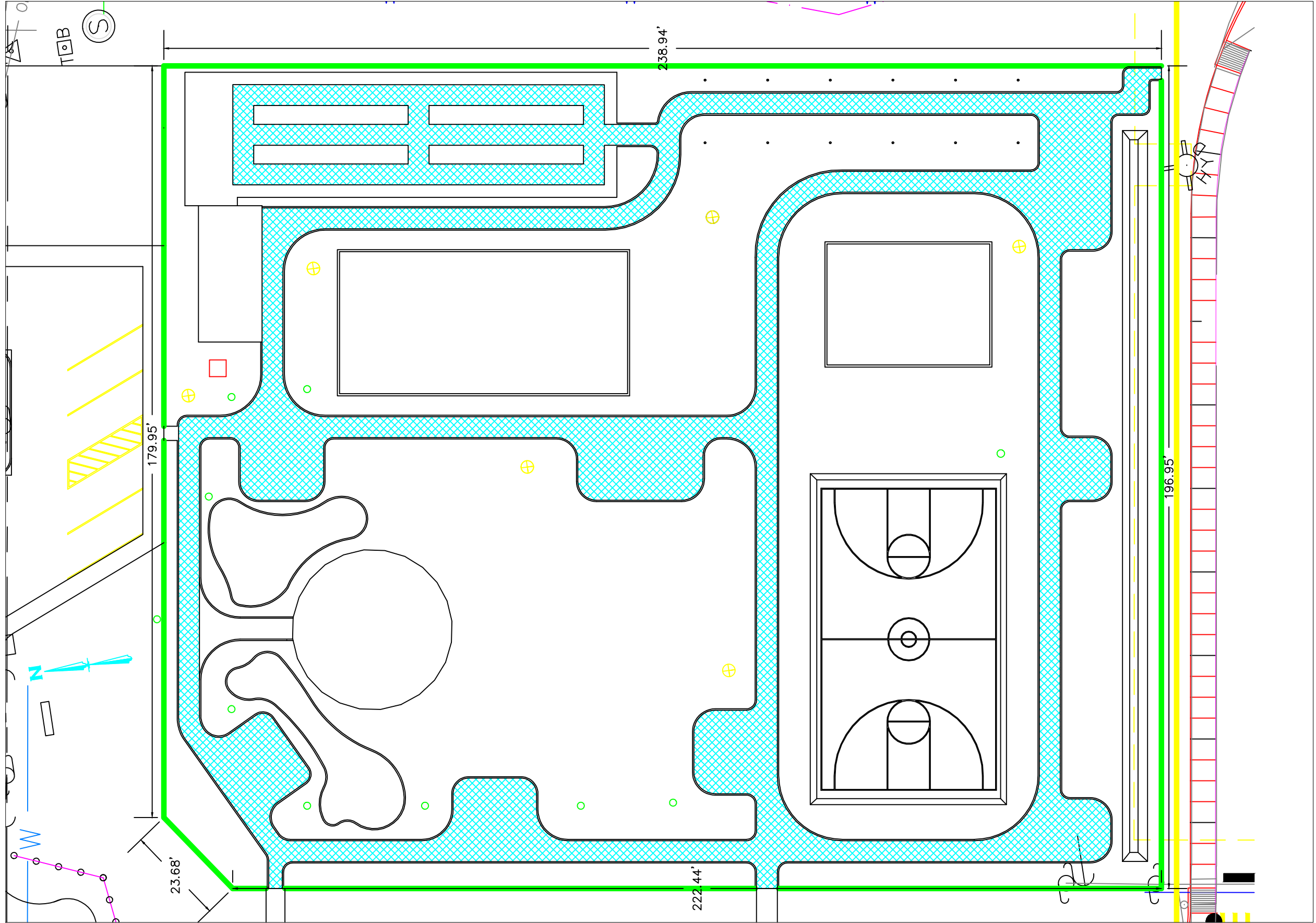
LEGEND:

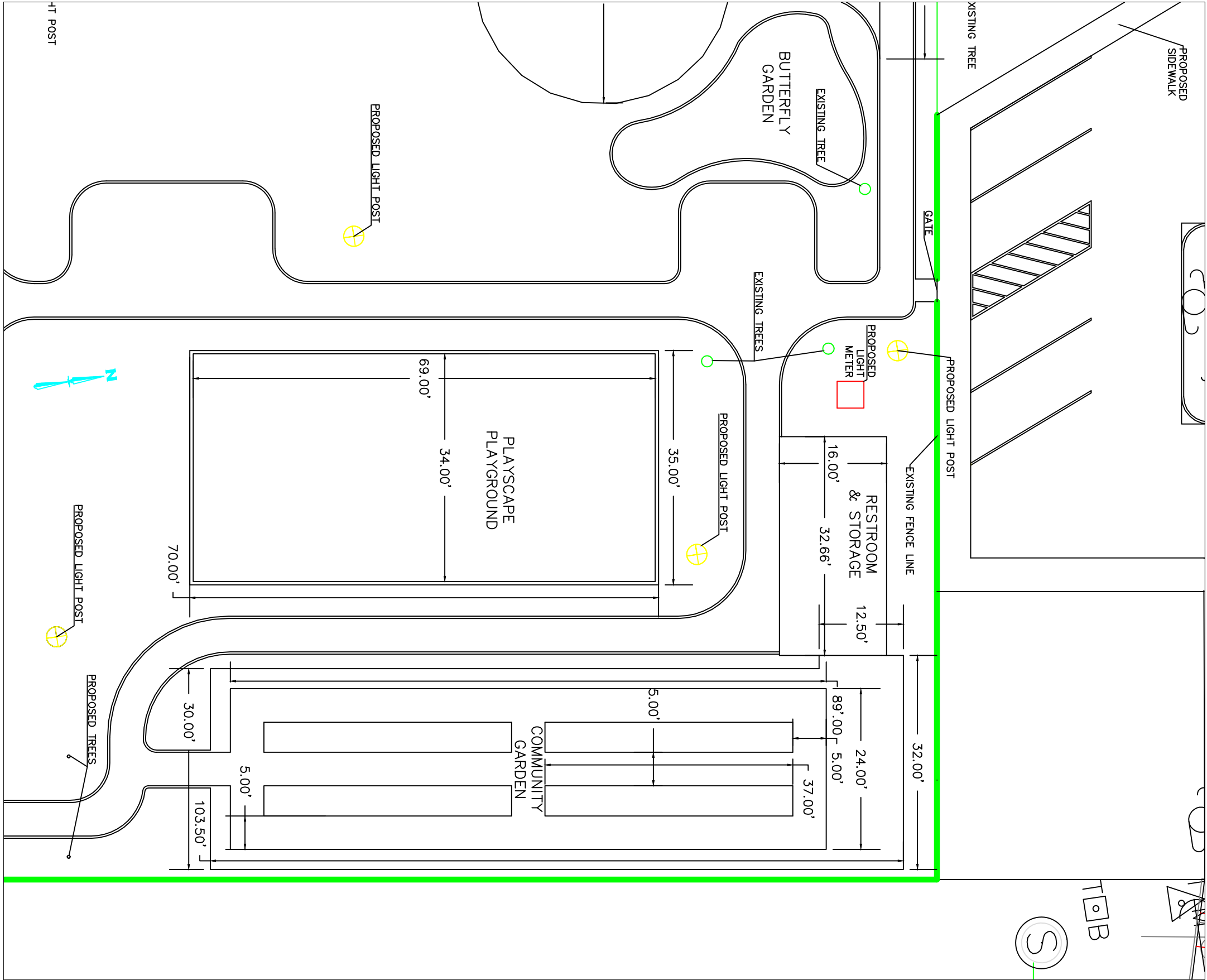
- 1. PARKING LOT
- 2. WALKING TRAIL
- 3. GAZEBO
- 4. BUTTERFLY GARDEN
- 5. PLAYScape PLAYGROUND
- 6. COMMUNITY GARDEN
- 7. RECYCLED TIRE PLAYGROUND
- 8. BASKETBALL COURT
- 9. EXERCISE STATIONS (8)
- 10. RESTROOM FACILITY AND STORAGE
- 11. BOLLARDS (9)
- 12. SIDEWALKS
- 13. BENCHES (12) & PICNIC TABLES (6)
- 14. DRINKING WATER FOUNTAINS (2)
- 15. LIGHT FIXTURES (6)
- 16. DRAINAGE DITCH
- 17. SORENSEN PARK SIGN

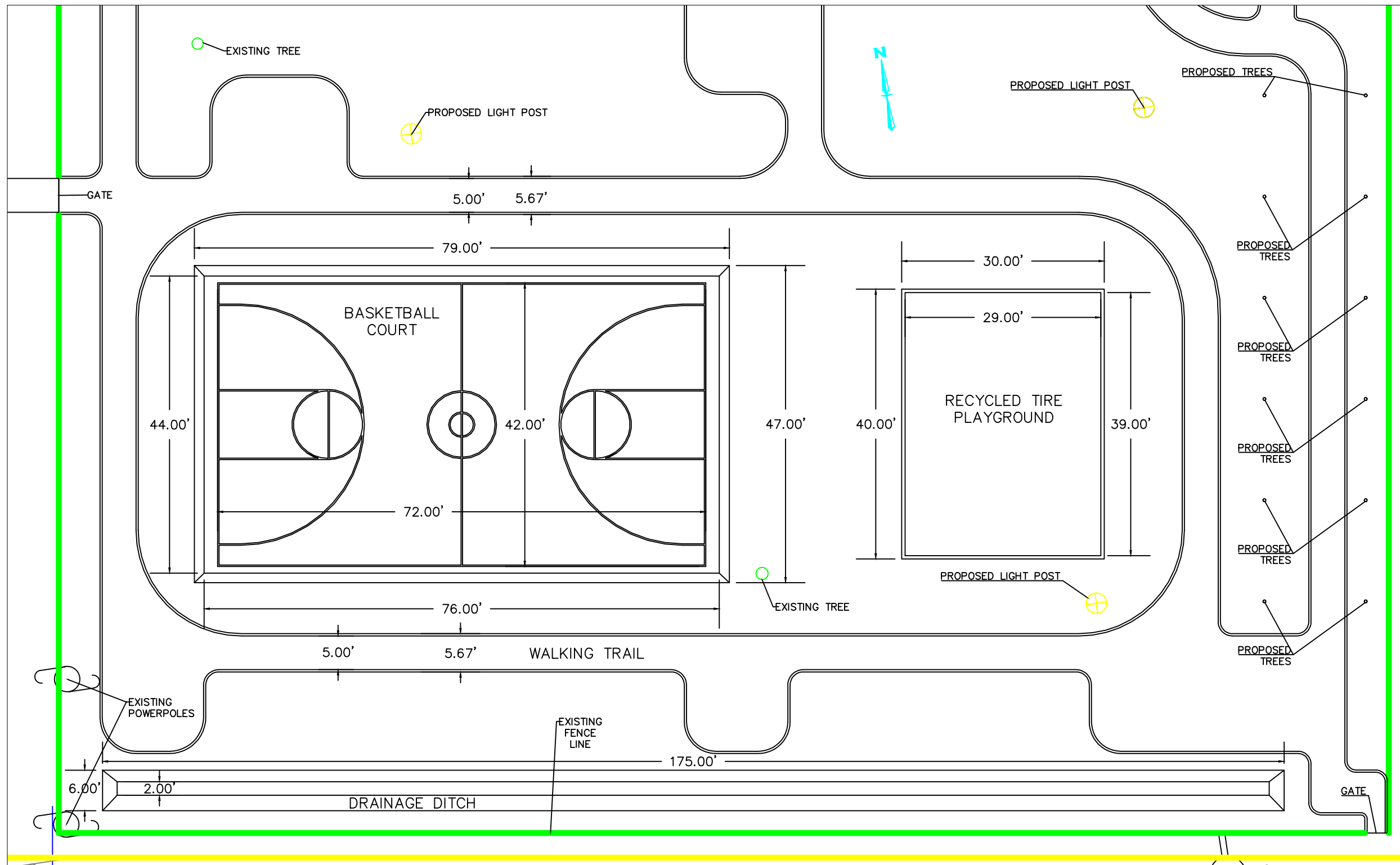












CONCRETE MIX DESIGN

1. CLARIFICATION: ALL CONCRETE USED ON THIS PROJECT SHALL CONTAIN A MINIMUM 4.5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD OF CONCRETE. THE CEMENTITIOUS MATERIAL SHALL BE TYPE II PORTLAND CEMENT OR A BLEND OF PORTLAND CEMENT AND FLY ASH. THE PERCENTAGE OF FLY ASH IN THE CEMENTITIOUS MATERIAL SHALL NOT EXCEED 20%. ALL CONCRETE USED IN CONCRETE CURB AND GUTTER AND VALLEY GUTTERS SHALL MEET THE ABOVE SPECIFICATION AND SHALL ALSO CONTAIN 1.5 POUNDS OF FIBER MESH PER CUBIC YARD.
2. ALL EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH CURING COMPOUND RESIN BASE ASTM C 309 TYPE 2 WITH PIGMENTED TINT OF FUGITIVE DYE.
3. IN ADDITION TO THE ABOVE REQUIREMENTS, ALL CONCRETE SHALL TEST TO A MINIMUM OF 4000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
4. EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND AT THE END OF EACH POUR WITH INTERVALS NOT TO EXCEED 40 FT. JOINTS SHALL CONSIST OF 1/2" PRE-MOLDED EXPANSION JOINT MATERIAL WITH 3, 36" X 1/2" DOWELS, ONE END GREASED AND WRAPPED. CARE MUST BE TAKEN THAT DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE PLUGS OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL WHICH WOULD PREVENT THE JOINT FROM OPERATION AS AN EXPANSION JOINT. EXPANSION JOINT MATERIALS SHALL BE PRE-MOLDED ASPHALT IMPREGNATED EXPANSION JOINT MATERIAL CONFORMING WITH ASTM D 994 (NOT WOOD FIBER TYPE).
5. DUMMY JOINTS SHALL BE 2" DEEP AND PLACED AT MAXIMUM 10 FT. INTERVALS.
6. WHEN CONNECTING TO EXISTING CURB AND GUTTER, THE CONTRACTOR SHALL DRILL AND DOWEL TWO 6 X 16" TIE BARS A MINIMUM OF 6" DEEP INTO EXISTING CURB AND GUTTER SECTION.

FASTENERS

1. CAST-IN-PLACE AND POST-INSTALLED ANCHORS SHALL BE PER ANCHOR DIAMETER AND EMBEDMENT DEPTH NOTED ON THE DRAWINGS. POST-INSTALLED ANCHORS SHALL BE UTILIZED ONLY WHERE SPECIFIED.
2. ALL ANCHORS NOTED BELOW SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL CONTACT MANUFACTURER'S REPRESENTATIVE FOR THE INITIAL TRAINING AND INSTALLATION OF ANCHORS, AND FOR PRODUCT RELATED QUESTIONS AND AVAILABILITY.
3. SPECIAL INSPECTIONS SHALL BE PROVIDED FOR ALL MECHANICAL AND ADHESIVE ANCHORS PER THE APPLICABLE EVALUATION REPORT NOTED BELOW. SPECIAL INSPECTIONS SHALL BE PERFORMED BY INDEPENDENT TESTING LABORATORY PERFORMING QA/QC SERVICES ON PROJECT.
4. EXPANSION BOLTS (EB) IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. KWIK BOLT III (ICC-ES ESR-1917) BY HILTI
B. STRONG-BOLT 2 (ICC-ES ESR-3037) BY SIMPSON STRONG-TIE
5. HEAVY DUTY SLEEVE ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. EXPANSION BOLTS SHALL NOT BE SUBSTITUTED FOR SLEEVE ANCHORS WITHOUT PRIOR WRITTEN APPROVAL BY STRUCTURAL ENGINEER. ACCEPTABLE PRODUCTS:
A. HSL-3 (ICC-ES ESR-1545) BY HILTI
6. SCREW ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. KWIK US-EZ (ICC-ES ESR-3027) BY HILTI
B. TITEN HD (ICC-ES ESR-2713) BY SIMPSON STRONG TIE
7. UNDERCUT ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE ACI 355.2 ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. HDA (ICC-ES ESR-1546) BY HILTI
B. TORQ-CUT (ICC-ES ESR-2705) BY SIMPSON STRONG TIE
8. POWDER ACTUATED FASTENERS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. X-U (ICC-ES ESR-2269) BY HILTI
B. POWDER ACTUATED FASTENERS (ICC-ES ESR-2138) BY SIMPSON STRONG TIE
9. ADHESIVE ANCHORS IN CONCRETE/CMU SHALL BE TESTED AN QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308. ACCEPTABLE PRODUCTS:
A. HIT-RE 500-SD EPOXY FOR CONCRETE (ICC-ES ESR-2322) BY HILTI
B. HIT-HY 150 MAX EPOXY FOR CMY (ICC-ES ESR-2622) BY HILTI
C. SET-XP FOR CONCRETE/CMU (ICC-ES ESR-2508) BY SIMPSON STRONG TIE
10. J-BOLTS SHALL BE FABRICATED FROM A36/A307 ROD. BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED. EXPANSION BOLTS/SLEEVE ANCHORS SHALL NOT BE SUBSTITUTED FOR J-BOLTS WITHOUT PRIOR WRITTEN APPROVAL BY STRUCTURAL ENGINEER.
11. SUBSTITUTION REQUESTS FOR PRODUCTS LISTED ABOVE SHALL BE SUBMITTED BY THE CONTRACTOR TO THE STRUCTURAL ENGINEER ALONG WITH CALCULATIONS THAT ARE PREPARED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERTINENT EQUIVALENT PERFORMANCE VALUES OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARDS. SUBSTITUTED ANCHORS SHALL HAVE A VALID CURRENT EVALUATION (ICC-ES OR IAPMO-ES) REPORT.
12. REFERENCE STRUCTURAL STEEL NOTES FOR BOLTS CONNECTING STRUCTURAL STEEL COMPONENTS.

CONCRETE MASONRY

1. THE GENERAL CONTRACTOR, PROJECT SUPERINTENDENT, TESTING LABORATORY AND THE MASONRY FOREMAN SHALL MEET WITH THE STRUCTURAL ENGINEER PRIOR TO THE START OF MASONRY WORK TO REVIEW PROJECT REQUIREMENTS AND PROCEDURES.
2. AN INDEPENDENT TESTING LAB SHALL VERIFY PLACEMENT OF VERTICAL REINFORCING IN WALLS AND HORIZONTAL REINFORCING IN BOND BEAMS AND LINTELS PRIOR TO PLACEMENT OF GROUT. INDEPENDENT TESTING LAB SHALL PROVIDE CONTINUOUS VISUAL OBSERVATIONS OF GROUTING PROCEDURES, REBAR PLACEMENT, SITE MIXING OF MORTAR, INSTALLATION OF EMBEDDED STEEL CONNECTORS, AND GENERAL PLACEMENT OF MASONRY UNITS AND MORTAR JOINTS. INSPECTION REPORTS ARE TO BE GENERATED DAILY BY THE TESTING LAB. INSPECTION SUMMARY REPORTS SHALL BE EMAILED TO THE STRUCTURAL ENGINEER IN ELECTRONIC (PDF) FORMAT.
3. ALL CONCRETE MASONRY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODES AND THE AMERICAN CONCRETE INSTITUTE (ACI 530-02/ ASCE 5-02/ TMS 402-02). DESIGN IS BASED ON MASONRY COMPRESSIVE STRENGTH (F'M) OF 1500 PSI.
4. HOT AND COLD WEATHER CONSTRUCTION PROCEDURES SHALL BE UTILIZED AS REQUIRED BY THE SPECIFICATIONS AND ACI 530.1.
5. HOLLOW CONCRETE MASONRY UNITS SHALL BE DOMESTIC LIGHTWEIGHT MOISTURE CONTROLLED TYPE I UNITS, CONFORMING TO ASTM C-90-97.
6. MASONRY UNITS SHALL HAVE A MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 1900 PSI (NET AREA) WHEN TESTED IN ACCORDANCE WITH ASTM C-140.
7. MORTAR PROPORTIONS FOR REINFORCED MASONRY SHALL BE ESTABLISHED PER ASTM C270 PROPORTION SPECIFICATIONS, TYPE S USING MASONRY CEMENT.
8. GROUT FOR ALL REINFORCED HOLLOW MASONRY UNIT WALLS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI WITH A MAXIMUM OF 3" AGGREGATE. A MID RANGE WATER REDUCING AGENT SUCH AS "POLYHEED" (MASTER BUILDERS) SHALL BE USED. SLUMP TO BGE BETWEEN 8 AND 11 INCHES. ALL GROUT SHALL BE PUMPED. PLACING OF GROUT TO FOLLOW ACI RECOMMENDATIONS REGARDING LOW AND HIGH LIFT GROUTING. MAXIMUM LIFT OF GROUT SHALL NOT EXCEED 5'-0" UNLESS APPROVED BY THE ENGINEER PRIOR TO START OF GROUTING. GROUT TO BE TESTED BY A QUALIFIED TESTING LABORATORY AT A RATE OF ONE TEST PER 25 CY OF GROUT IN ACCORDANCE WITH ASTM C1019.
9. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL BAR REINFORCING SHALL BE LAPPED 48 BAR DIAMETERS (MIN). BARS SHALL BE PLACED WITHIN 3" (CENTERLINE OF BAR TO FACE OF MASONRY) OF LOCATION SHOWN IN STRUCTURAL PLANS. BARS SHALL BE HELD IN POSITION DURING GROUTING WITH BAR POSITIONS. POSITIONS SHALL BE LOCATED AT THE BOTTOM AND TOP OF THE WALL AND AT 8 TO 10 FOOT INTERVALS. BARS SLICED BY NON-CONTACT LAP SPLICES SHALL NOT BE SPACED TRANSVERSELY FARTHER APART THAN ONE-FIFTH THE REQUIRED LENGTH OF LAP NOR MORE THAN 8 INCHES.
10. VERTICAL BARS SHALL EXTEND TO THE TOP OF THE PARAPET WALL OR BONDBEAM WHEN A 16" DEEP BEAM IS SPECIFIED. HOOKED DOWELS SHALL BE PROVIDED AT ROOF BOND BEAMS (W/O PARAPETS) LESS THAN 16" DEEP. DOWELS SHALL BE 30" LONG WITH 12" HOOKS.
11. ALL EXTERIOR MASONRY WALLS SHALL BE REINFORCED WITH A 9 GA. HOT DIPPED GALVANIZED HORIZONTAL WIRE REINFORCEMENT (LADDER TYPE) EMBEDDED IN MORTAR JOINTS AT 16" O.C., NOMINAL WIDTH OF JOINT REINFORCING SHALL EQUAL WALL THICKNESS. (INTERIOR WALLS MAY BE MILL GALVANIZED). WIRE REINFORCEMENT SHALL CONFORM TO ASTM DESIGNATION 1-82, AND SHALL BE LAPPED AT LEAST 8" WITH AT LEAST ONE CROSS WIRE WITHIN THE LAP. JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED JOINTS IMMEDIATELY ABOVE AND BELOW ALL OPENINGS. WIRE REINFORCING SHALL BE DISCONTINUOUS AT CONTROL JOINTS.
12. EXTERIOR WALLS SHALL BE BONDED WITH CONCRETE MASONRY UNITS AT BUILDING CORNERS.
13. ONE GROUTED #5 BAR SHALL BE PROVIDED AROUND THE PERIMETER OF ALL WALL OPENINGS AND AT BUILDING CORNERS UNLESS NOTED OTHERWISE ON THE STRUCTURAL PLANS.
14. NEATLY TOOL INTERIOR AND EXTERIOR JOINTS IN MASONRY TO FORM A SLIGHTLY CONCAVE PROFILE WHEN MORTAR IS THUMBPRINT HARD UNLESS SHOWN OTHERWISE. ALL MORTAR JOINTS SHALL BE TOOLED THE ENTIRE HEIGHT OF WALL.
15. BOND BEAMS SHALL BE REINFORCED WITH THE CONTINUOUS #5 BARS UNLESS NOTED OTHERWISE ON THE STRUCTURAL PLANS. REINFORCING SHALL BE CONTINUOUS AT ALL CORNERS AND INTERSECTING WALLS. (PROVIDE CORNER BARS). WHERE SIDE WALL AND END WALL BOND BEAMS DO NOT COURSE CONTINUE THE LOWER BOND BEAM AROUND THE BUILDING CORNER TO THE FIRST VERTICAL REINFORCED CELL.
16. CONTROL JOINTS SHALL BE CONSTRUCTED WITH SLOTTED MASONRY UNITS AND FACTORY MOLDED JOINT FILLER. JOINTS SHALL BE CAULKED WITH AN APPROVED MATERIAL. JOINTS SHALL BE PROVIDED AT MAXIMUM SPACING OF 22 FT. AND AT ALL LOCATIONS WHERE COLUMNS ARE PLACED IN CMU CELLS. (EXTERIOR AND INTERIOR WALLS). JOINT LOCATIONS, IF NOT SHOWN ON PLANS SHALL BE COORDINATED WITH ENGINEER.
17. CONTROL JOINTS SHALL NOT EXTEND THROUGH BOND BEAMS UNLESS INDICATED ON THE STRUCTURAL PLANS.
18. CONTROL JOINTS IN CMU WALLS SHALL NOT BE LOCATED CLOSER THAN 2'-0" FROM AN EDGE OF OPENING WITHOUT REVIEW OF STRUCTURAL ENGINEER.
19. COLUMNS WHICH EXTEND THROUGH BOND BEAMS SHALL BE WRAPPED WITH 2 LAYERS OF 30# BUILDING PAPER. REINFORCING SHALL BE CONTINUOUS PAST COLUMNS WHEN ADEQUATE CLEARANCE EXISTS.
20. LINTELS OVER ALL OPENINGS IN INTERIOR MASONRY PARTITIONS, NOT OTHERWISE COVERED, ARE TO BE OF STANDARD CMU LINTEL BLOCK WITH THICKNESS EQUAL TO WALL THICKNESS. DEPTH SHALL BE 8" FOR OPENINGS UP TO 6'-0", REINFORCED WITH TWO #5'S, LOCATED 2-1/2" ABOVE THE BOTTOM EXTERIOR FACE OF THE UNIT.
21. ALLOW 1 TON OF REINFORCING BARS #5 OR LARGER TO BE USED AS DIRECTED IN THE FIELD FOR SPECIAL CONDITIONS (LABOR AND GROUT FOR PLACING SAME TO BE INCLUDED). CREDIT OWNER FOR UNUSED MATERIAL AND LABOR.



SORENSEN PARK
GENERAL NOTES

PROJECT:
SORENSEN PARK

CONCRETE MIX DESIGN

1. CLARIFICATION: ALL CONCRETE USED ON THIS PROJECT SHALL CONTAIN A MINIMUM 4.5 SACKS OF CEMENTITIOUS MATERIAL PER CUBIC YARD OF CONCRETE. THE CEMENTITIOUS MATERIAL SHALL BE TYPE II PORTLAND CEMENT OR A BLEND OF PORTLAND CEMENT AND FLY ASH. THE PERCENTAGE OF FLY ASH IN THE CEMENTITIOUS MATERIAL SHALL NOT EXCEED 20%. ALL CONCRETE USED IN CONCRETE CURB AND GUTTER AND VALLEY GUTTERS SHALL MEET THE ABOVE SPECIFICATION AND SHALL ALSO CONTAIN 1.5 POUNDS OF FIBER MESH PER CUBIC YARD.
2. ALL EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH CURING COMPOUND RESIN BASE ASTM C 309 TYPE 2 WITH PIGMENTED TINT OF FUGITIVE DYE.
3. IN ADDITION TO THE ABOVE REQUIREMENTS, ALL CONCRETE SHALL TEST TO A MINIMUM OF 4000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
4. EXPANSION JOINTS WILL BE PLACED AT CURB RETURNS, INLETS AND AT THE END OF EACH POUR WITH INTERVALS NOT TO EXCEED 40 FT. JOINTS SHALL CONSIST OF 1/2" PRE-MOLDED EXPANSION JOINT MATERIAL WITH 3, 36" X 1/2" DOWELS, ONE END GREASED AND WRAPPED. CARE MUST BE TAKEN THAT DOWELS ARE STRAIGHT AND LAID PARALLEL WITH CURB AND NO CONCRETE PLUGS OR OTHER MATERIAL BE ALLOWED THROUGH THE DOWEL HOLES OR EXPANSION MATERIAL WHICH WOULD PREVENT THE JOINT FROM OPERATION AS AN EXPANSION JOINT. EXPANSION JOINT MATERIALS SHALL BE PRE-MOLDED ASPHALT IMPREGNATED EXPANSION JOINT MATERIAL CONFORMING WITH ASTM D 994 (NOT WOOD FIBER TYPE).
5. DUMMY JOINTS SHALL BE 2" DEEP AND PLACED AT MAXIMUM 10 FT. INTERVALS.
6. WHEN CONNECTING TO EXISTING CURB AND GUTTER, THE CONTRACTOR SHALL DRILL AND DOWEL TWO 6 X 16" TIE BARS A MINIMUM OF 6" DEEP INTO EXISTING CURB AND GUTTER SECTION.

FASTENERS

1. CAST-IN-PLACE AND POST-INSTALLED ANCHORS SHALL BE PER ANCHOR DIAMETER AND EMBEDMENT DEPTH NOTED ON THE DRAWINGS. POST-INSTALLED ANCHORS SHALL BE UTILIZED ONLY WHERE SPECIFIED.
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4. EXPANSION BOLTS (EB) IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. Kwik Bolt III (ICC-ES ESR-1917) BY HILTI
B. STRONG-BOLT 2 (ICC-ES ESR-3037) BY SIMPSON STRONG-TIE
5. HEAVY DUTY SLEEVE ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. EXPANSION BOLTS SHALL NOT BE SUBSTITUTED FOR SLEEVE ANCHORS WITHOUT PRIOR WRITTEN APPROVAL BY STRUCTURAL ENGINEER. ACCEPTABLE PRODUCTS:
A. HSL-3 (ICC-ES ESR-1545) BY HILTI
6. SCREW ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.2 AND ICC-ES AC193. ACCEPTABLE PRODUCTS:
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B. TITEN HD (ICC-ES ESR-2713) BY SIMPSON STRONG TIE
7. UNDERCUT ANCHORS IN CONCRETE/CMU SHALL BE TESTED AND QUALIFIED FOR USE IN ACCORDANCE ACI 355.2 ICC-ES AC193. ACCEPTABLE PRODUCTS:
A. HDA (ICC-ES ESR-1546) BY HILTI
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A. X-U (ICC-ES ESR-2269) BY HILTI
B. POWDER ACTUATED FASTENERS (ICC-ES ESR-2138) BY SIMPSON STRONG TIE
9. ADHESIVE ANCHORS IN CONCRETE/CMU SHALL BE TESTED AN QUALIFIED FOR USE IN ACCORDANCE WITH ACI 355.4 AND ICC-ES AC308. ACCEPTABLE PRODUCTS:
A. HIT-RE 500-SD EPOXY FOR CONCRETE (ICC-ES ESR-2322) BY HILTI
B. HIT-HY 150 MAX EPOXY FOR CMY (ICC-ES ESR-2622) BY HILTI
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11. SUBSTITUTION REQUESTS FOR PRODUCTS LISTED ABOVE SHALL BE SUBMITTED BY THE CONTRACTOR TO THE STRUCTURAL ENGINEER ALONG WITH CALCULATIONS THAT ARE PREPARED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERTINENT EQUIVALENT PERFORMANCE VALUES OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARDS. SUBSTITUTED ANCHORS SHALL HAVE A VALID CURRENT EVALUATION (ICC-ES OR IAPMO-ES) REPORT.
12. REFERENCE STRUCTURAL STEEL NOTES FOR BOLTS CONNECTING STRUCTURAL STEEL COMPONENTS.

CONCRETE MASONRY

1. THE GENERAL CONTRACTOR, PROJECT SUPERINTENDENT, TESTING LABORATORY AND THE MASONRY FOREMAN SHALL MEET WITH THE STRUCTURAL ENGINEER PRIOR TO THE START OF MASONRY WORK TO REVIEW PROJECT REQUIREMENTS AND PROCEDURES.
2. AN INDEPENDENT TESTING LAB SHALL VERIFY PLACEMENT OF VERTICAL REINFORCING IN WALLS AND HORIZONTAL REINFORCING IN BOND BEAMS AND LINTELS PRIOR TO PLACEMENT OF GROUT. INDEPENDENT TESTING LAB SHALL PROVIDE CONTINUOUS VISUAL OBSERVATIONS OF GROUTING PROCEDURES, REBAR PLACEMENT, SITE MIXING OF MORTAR, INSTALLATION OF EMBEDDED STEEL CONNECTORS, AND GENERAL PLACEMENT OF MASONRY UNITS AND MORTAR JOINTS. INSPECTION REPORTS ARE TO BE GENERATED DAILY BY THE TESTING LAB. INSPECTION SUMMARY REPORTS SHALL BE EMAILED TO THE STRUCTURAL ENGINEER IN ELECTRONIC (PDF) FORMAT.
3. ALL CONCRETE MASONRY SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODES AND THE AMERICAN CONCRETE INSTITUTE (ACI 530-02/ ASCE 5-02/ TMS 402-02). DESIGN IS BASED ON MASONRY COMPRESSIVE STRENGTH (F'M) OF 1500 PSI.
4. HOT AND COLD WEATHER CONSTRUCTION PROCEDURES SHALL BE UTILIZED AS REQUIRED BY THE SPECIFICATIONS AND ACI 530.1.
5. HOLLOW CONCRETE MASONRY UNITS SHALL BE DOMESTIC LIGHTWEIGHT MOISTURE CONTROLLED TYPE I UNITS, CONFORMING TO ASTM C-90-97.
6. MASONRY UNITS SHALL HAVE A MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 1900 PSI (NET AREA) WHEN TESTED IN ACCORDANCE WITH ASTM C-140.
7. MORTAR PROPORTIONS FOR REINFORCED MASONRY SHALL BE ESTABLISHED PER ASTM C270 PROPORTION SPECIFICATIONS, TYPE S USING MASONRY CEMENT.
8. GROUT FOR ALL REINFORCED HOLLOW MASONRY UNIT WALLS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI WITH A MAXIMUM OF 3/4" AGGREGATE. A MID RANGE WATER REDUCING AGENT SUCH AS "POLYHEED" (MASTER BUILDERS) SHALL BE USED. SLUMP TO BGE BETWEEN 8 AND 11 INCHES. ALL GROUT SHALL BE PUMPED. PLACING OF GROUT TO FOLLOW ACI RECOMMENDATIONS REGARDING LOW AND HIGH LIFT GROUTING. MAXIMUM LIFT OF GROUT SHALL NOT EXCEED 5'-0" UNLESS APPROVED BY THE ENGINEER PRIOR TO START OF GROUTING. GROUT TO BE TESTED BY A QUALIFIED TESTING LABORATORY AT A RATE OF ONE TEST PER 25 CY OF GROUT IN ACCORDANCE WITH ASTM C1019.
9. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL BAR REINFORCING SHALL BE LAPPED 48 BAR DIAMETERS (MIN). BARS SHALL BE PLACED WITHIN 3/4" (CENTERLINE OF BAR TO FACE OF MASONRY) OF LOCATION SHOWN IN STRUCTURAL PLANS. BARS SHALL BE HELD IN POSITION DURING GROUTING WITH BAR POSITIONS. POSITIONS SHALL BE LOCATED AT THE BOTTOM AND TOP OF THE WALL AND AT 8 TO 10 FOOT INTERVALS. BARS SLICED BY NON-CONTACT LAP SPLICES SHALL NOT BE SPACED TRANSVERSELY FARTHER APART THAN ONE-FIFTH THE REQUIRED LENGTH OF LAP NOR MORE THAN 8 INCHES.
10. VERTICAL BARS SHALL EXTEND TO THE TOP OF THE PARAPET WALL OR BONDBEAM WHEN A 16" DEEP BEAM IS SPECIFIED. HOOKED DOWELS SHALL BE PROVIDED AT ROOF BOND BEAMS (W/O PARAPETS) LESS THAN 16" DEEP. DOWELS SHALL BE 30" LONG WITH 12" HOOKS.
11. ALL EXTERIOR MASONRY WALLS SHALL BE REINFORCED WITH A 9 GA. HOT DIPPED GALVANIZED HORIZONTAL WIRE REINFORCEMENT (LADDER TYPE) EMBEDDED IN MORTAR JOINTS AT 16" O.C., NOMINAL WIDTH OF JOINT REINFORCING SHALL EQUAL WALL THICKNESS. (INTERIOR WALLS MAY BE MILL GALVANIZED). WIRE REINFORCEMENT SHALL CONFORM TO ASTM DESIGNATION 1-82, AND SHALL BE LAPPED AT LEAST 8" WITH AT LEAST ONE CROSS WIRE WITHIN THE LAP. JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED JOINTS IMMEDIATELY ABOVE AND BELOW ALL OPENINGS. WIRE REINFORCING SHALL BE DISCONTINUOUS AT CONTROL JOINTS.
12. EXTERIOR WALLS SHALL BE BONDED WITH CONCRETE MASONRY UNITS AT BUILDING CORNERS.
13. ONE GROUTED #5 BAR SHALL BE PROVIDED AROUND THE PERIMETER OF ALL WALL OPENINGS AND AT BUILDING CORNERS UNLESS NOTED OTHERWISE ON THE STRUCTURAL PLANS.
14. NEATLY TOOL INTERIOR AND EXTERIOR JOINTS IN MASONRY TO FORM A SLIGHTLY CONCAVE PROFILE WHEN MORTAR IS THUMBPRINT HARD UNLESS SHOWN OTHERWISE. ALL MORTAR JOINTS SHALL BE TOOLED THE ENTIRE HEIGHT OF WALL.
15. BOND BEAMS SHALL BE REINFORCED WITH THE CONTINUOUS #5 BARS UNLESS NOTED OTHERWISE ON THE STRUCTURAL PLANS. REINFORCING SHALL BE CONTINUOUS AT ALL CORNERS AND INTERSECTING WALLS. (PROVIDE CORNER BARS). WHERE SIDE WALL AND END WALL BOND BEAMS DO NOT COURSE CONTINUE THE LOWER BOND BEAM AROUND THE BUILDING CORNER TO THE FIRST VERTICAL REINFORCED CELL.
16. CONTROL JOINTS SHALL BE CONSTRUCTED WITH SLOTTED MASONRY UNITS AND FACTORY MOLDED JOINT FILLER. JOINTS SHALL BE CAULKED WITH AN APPROVED MATERIAL. JOINTS SHALL BE PROVIDED AT MAXIMUM SPACING OF 22 FT. AND AT ALL LOCATIONS WHERE COLUMNS ARE PLACED IN CMU CELLS. (EXTERIOR AND INTERIOR WALLS). JOINT LOCATIONS, IF NOT SHOWN ON PLANS SHALL BE COORDINATED WITH ENGINEER.
17. CONTROL JOINTS SHALL NOT EXTEND THROUGH BOND BEAMS UNLESS INDICATED ON THE STRUCTURAL PLANS.
18. CONTROL JOINTS IN CMU WALLS SHALL NOT BE LOCATED CLOSER THAN 2'-0" FROM AN EDGE OF OPENING WITHOUT REVIEW OF STRUCTURAL ENGINEER.
19. COLUMNS WHICH EXTEND THROUGH BOND BEAMS SHALL BE WRAPPED WITH 2 LAYERS OF 30# BUILDING PAPER. REINFORCING SHALL BE CONTINUOUS PAST COLUMNS WHEN ADEQUATE CLEARANCE EXISTS.
20. LINTELS OVER ALL OPENINGS IN INTERIOR MASONRY PARTITIONS, NOT OTHERWISE COVERED, ARE TO BE OF STANDARD CMU LINTEL BLOCK WITH THICKNESS EQUAL TO WALL THICKNESS. DEPTH SHALL BE 8" FOR OPENINGS UP TO 6'-0", REINFORCED WITH TWO #5'S, LOCATED 2-1/2" ABOVE THE BOTTOM EXTERIOR FACE OF THE UNIT.
21. ALLOW 1 TON OF REINFORCING BARS #5 OR LARGER TO BE USED AS DIRECTED IN THE FIELD FOR SPECIAL CONDITIONS (LABOR AND GROUT FOR PLACING SAME TO BE INCLUDED). CREDIT OWNER FOR UNUSED MATERIAL AND LABOR.



SORENSEN PARK
GENERAL NOTES

PROJECT:
SORENSEN PARK

SORENSEN PARK PROJECT TIMELINE

September 12, 2017 – Engineering contract goes before the City Commission for approval

December 15, 2017 – Project goes out for construction bids

January 23, 2018 – Awarding of the bid goes before the City Commission for approval

February 22, 2018 – Pre-construction meeting takes place and the selected contractor is given a notice to proceed.

May 30, 2018 – Project is completed

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-constructions 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

**LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS
ON PUBLIC STRUCTURES**

BETWEEN

**NEW CINGULAR WIRELESS PCS, LLC
D/B/A AT&T MOBILITY**

AND

[REDACTED]

EFFECTIVE DATE: **[REDACTED]**

TABLE OF CONTENTS

	<u>Page No.</u>
RECITALS	1
CERTAIN DEFINED TERMS.....	1
1. SCOPE OF AGREEMENT	2
1.1 Scope of Agreement.....	2
1.2 Interference with Wireless Installations.....	2
2. GENERAL OBLIGATIONS	2
2.1 Technical Requirements and Specifications	2
2.2 No Liens permitted	2
2.3 Worker Qualifications; Responsibility for Agents and Contractors	3
2.4 Utilities.....	3
3. APPLICATION FOR PERMIT	3
3.1 Application for permit.....	3
3.2 Review of Eligible Facilities Requests	4
3.3 Technical Review.....	4
4. NETWORK NODES AND NODE SUPPORT POLES IN PUBLIC RIGHT-OF-WAY; MAXIMUM HEIGHT, OTHER REQUIREMENTS	4
4.1 Maximum size of permitted use.....	4
4.2 New Poles	5
4.3 Undergrounding Provisions	5
4.4 Historic Areas and Design Districts.....	6
4.5 Installation in Municipal Parks and Residential Areas	6
4.6 Zoning.....	6
4.7 Design Manual	6
5. PREPARATION OF SERVICE POLES FOR ATTACHMENT	6
5.1 Make-Ready Work and Costs	6
5.2 Completion of Make-Ready Work.....	7
5.3 Make-Ready Cost Reconciliation	7
5.4 Notification of Completion of Installation.....	7
6. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS	7
6.1 Reservation of Rights.....	7
6.2 RF Emissions	7
6.3 FCC Antenna Registrations, Federal Aviation Administration (“FAA”) Compliance	8
6.4 Equipment Modification and Replacements	8
6.5 Access	8
7. CHARGES, BILLING AND PAYMENT.....	8
7.1 Service Pole Attachment Fee and Right-of Way Charge.....	8

7.2	Timing of Payment and Calculation of Number of Network Nodes	9
7.3	Transport Facilities	9
7.4	Surety Bond	9
7.5	Unauthorized Network Nodes.....	9
7.6	Billing and Payment Generally	9
8.	AUDITS AND INSPECTIONS.....	10
8.1	Audits	10
8.2	Safety Inspections	10
9.	SERVICE POLE REPLACEMENT AND ABANDONMENT AND REMOVAL OF NETWORK NODES	10
9.1	Replacement or Abandonment of Service Poles.....	10
9.2	Removal of Network Nodes by Licensee	11
9.3	Licensee Safety or Other Violations	12
10.	INSURANCE.....	12
10.1	Coverage and Limits	12
10.2	Required Insurance	12
10.3	Cancellation or Non-renewal; Self-Insurance.....	13
11.	ALLOCATION OF LIABILITIES	13
12.	INDEMNIFICATION	13
12.1	Licensee Duty to Indemnify.....	13
12.2	City Duty to Indemnify	13
13.	TERM AND TERMINATION	14
13.1	Term and Renewal	14
13.2	Default.....	14
13.3	Licensee's Default and City's Remedies	14
13.4	City's Default and Licensee's Remedies	15
13.5	Effective Date of Termination	15
13.6	Cumulative Remedies	15
14.	DISPUTE RESOLUTION PROCEDURES	15
15.	CONFIDENTIALITY	16
16.	MISCELLANEOUS PROVISIONS	16
16.1	Notices	16
16.2	Force Majeure	17
16.3	Assignment and Transfer	17
16.4	Governing Law	17
16.5	Change of Law	17
16.6	Exhibit.....	18
16.7	Execution in Counterparts.....	18
16.8	Waiver.....	18

16.9	Severability	18
16.10	Survival	18
16.11	Waiver of Jury Trial.....	18
16.12	Entire Agreement; Amendments.....	18

EXHIBIT A - Application for permit

**LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS
ON PUBLIC STRUCTURES**

This License Agreement For Installation of Network Nodes on Service Poles and Node Support Poles in the Public Right-of-Way (the “Agreement”) is made and entered into as of _____, 201____ (“Effective Date”) by and between _____ [name of City/Town/Village] (“City”) and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T Mobility (“Licensee”). Licensors and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to affix Network Nodes to certain of Licensors’ Service Poles and to place Node Support Poles in the Public Right-of-Way, as defined herein;

WHEREAS, City wishes to encourage wireless infrastructure investment by providing a fair and predictable process while enabling City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare;

WHEREAS, City is willing to accommodate Licensee’s non-exclusive use of the Public Right-of-Way and of its Service Poles in accordance with all applicable law and the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the capitalized terms in this Section have the meaning ascribed to them below; terms defined or described in Chapter 284 of the Local Government Code have the meaning ascribed to them in that Chapter.

“Applicable Law” means Chapter 284 of the Texas Local Government Code.

“City Code” means Section [small cell/wireless attachments] ____ of the Code of [name of City/Town/Village].

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“Person” or “Persons” means any person or entity.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with Applicable Law.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Nothing in this Agreement grants Licensee the right to install Network Nodes or Node Support Poles that do not conform to Applicable Law and this Agreement. Pursuant to Applicable Law, Licensee has the right to access the Public Right-of-Way (“ROW”) as necessary to exercise the right to Collocate Network Nodes in the ROW and on Service Poles, to install Node Support Poles as provided herein. No use of Service Poles under this Agreement shall create or vest in Licensee any ownership or property rights in such structures.

1.2 Interference with Wireless Installations. City will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies for placement of Network Nodes in the ROW, City knows or has reason to know that such third party’s facilities may in any way adversely affect or interfere with the Licensee’s existing Network Nodes, Licensee’s use and operation of its facilities, or Licensee’s ability to comply with the terms and conditions of this Agreement.

2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, repair and maintain its Network Nodes and Node Support Poles in safe condition and good repair in accordance with applicable codes. Changes to the requirements, specifications, rules and orders in applicable codes shall not apply retroactively unless required by law.

(b) City may, on Technical Grounds, deny all or part of an application for permit, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Network Node on any Service Poles or require relocation, replacement or removal of Network Nodes.

2.2 No Liens permitted. Licensee will not, directly or indirectly, create, incur, assume or suffer to exist any lien with respect to any Service Poles or other City property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Agreement or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors. Each party shall ensure that its workers and, to the extent that either may employ agents or

contractors, their workers, are adequately trained and skilled to access Service Poles in accordance with all applicable industry and governmental standards and regulations. City may deny access to its Service Poles to any such worker who is not so qualified, or does not act in a safe and professional manner when accessing any Service Poles. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Service Poles on Licensee's behalf unless such worker is qualified to City's reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party's workers or those of the other party's agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Network Nodes.

3. APPLICATION FOR PERMIT

3.1 Application for Permit. The City shall review applications for Collocation of Network Nodes, and the installation of Node Support Poles in light of their conformity with Applicable Law and City Code and shall issue such permits on nondiscriminatory terms and conditions subject to the following requirements:

(a) Within 30 days of receiving an application for Collocation of a Network Node or placement of a Node Support Pole, the City shall determine and notify the applicant whether the application is complete; or if incomplete, the City must specifically identify the missing information in such notification.

(b) The City shall make its final decision to approve or deny a complete application no later than (i) 60 days after receipt of a complete application for a Network Node; and (ii) 150 days after receipt of a complete application for a new Node Support Pole.

(c) The City shall advise Licensee in writing of its final decision, and in the final decision document for a denial, the basis for that denial, including specific provisions of City Code or Applicable Law on which the denial was based, and send the documentation to Licensee on or before the day the City denies the application. Licensee may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 90 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

(d) If the City fails to act on an application within the review period specified in this Section 3, the application shall be deemed approved.

(e) Licensee seeking to Collocate Network Nodes may, at the applicant's discretion, file a consolidated application and receive permits for up to 30 Network Nodes. The City's denial of any node within a single application shall not affect other nodes submitted in the same application. The City shall grant permits for any and

all nodes in a single application that it does not deny, subject to the requirements of this Section 3.

3.2 Review of Eligible Facilities Requests. Notwithstanding any other provision of this [Chapter], the City shall approve and may not deny applications for eligible facilities requests within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).

3.3 Technical Review. City will undertake all engineering and administrative activities necessary to approve or deny Licensee's permit application. Such activities include, but are not limited to, assigning a permit number, logging the permit into the tracking system, approving any Make-Ready Work associated with the permit, informing other attachers of Licensee's intent to attach, approving the permit, field work (inspecting the location, taking required measurements at the location, setting up joint meetings with other attachers if necessary, and inspecting the work.) No charges, beyond the application fee, shall apply for processing a permit.

4. NETWORK NODES AND NODE SUPPORT POLES IN THE PUBLIC RIGHT-OF-WAY; MAXIMUM HEIGHT; OTHER REQUIREMENTS

4.1 Maximum Size of Permitted Use. Collocation of Network Nodes in the Public ROW shall be subject to the size limitations specified in Chapter 284.003 of the Texas Local Government Code.

4.2 New Poles. Each new pole installed in the Public ROW shall comply with the requirement of Applicable Law.

4.3 Undergrounding Provisions. Licensee shall comply with nondiscriminatory undergrounding requirements, including City Code, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a Public ROW without first obtaining zoning or land use approval. This requirement or restriction shall not be interpreted to prohibit Licensee from replacing an existing structure.

4.4 Historic Areas and Design Districts. Licensee must obtain advance approval from the City before Collocating new Network Nodes or installing new Node Support Poles in an area zoned or designated as a Historic District or as a Design District if the district has Decorative Poles. Such installations shall be subject to the prevailing design and aesthetic standards of such areas.

4.5 Installation in Municipal Parks and Residential Areas. Licensee may not install a new Node Support Pole in the ROW without the City's discretionary, nondiscriminatory, written consent if the ROW is located in a Municipal park or is adjacent to a street or thoroughfare that is 1) not more than 50 feet wide; and 2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions. Licensee shall comply

with private deed restrictions and other private restrictions when installing Network Nodes in parks and residential areas.

4.6 Zoning. All Network Nodes and Node Support Poles complying with the size parameters of Applicable Law shall be treated as a permitted use and exempt from zoning and land use requirement, except as otherwise provided in this Section 4. If Licensee seeks to construct or modify a pole or node that exceeds the height or size limits contained in this Section 4, such installation shall be subject to applicable zoning requirements.

4.7 Design Manual. Licensee shall comply with the City's Design Manual, if any, in place on the date a permit application is filed in relation to work for which the City has approved a permit application.

5. PREPARATION OF SERVICE POLES FOR ATTACHMENT

5.1 Make-Ready Work and Costs. If the City elects to perform Make-Ready Work, the provisions of this Section 5.1(a)-(d), 5.2 and 5.3 shall apply. If the City elects to have Licensee perform Make Ready Work, the provisions of Section 5.1(b)-(d) shall apply, but not the provisions of 5.1(a), 5.2 and 5.3.

(a) City will provide Licensee with a written estimate ("Make-Ready Cost Estimate") of the direct costs to prepare the Service Poles for attachment by Licensee ("Make-Ready Costs") within fourteen (14) days of City authorizing the permit in accordance with Section 3. Licensee shall have sixty (60) days from the receipt of the Make-Ready Cost Estimate to accept the terms set forth therein. City will not begin Make-Ready Work, as described in 5.2 below, until it has received Licensee's signed approval of the Make-Ready Cost Estimate and full payment thereof ("Approved Make-Ready Cost Estimate").

(b) In the event City determines, based upon Technical Grounds, that inadequate space exists on its Service Poles to accommodate any proposed Network Node, such Service Poles may be replaced at Licensee's sole option and expense, with Service Poles with adequate space to accommodate the proposed Network Node.

(c) If a Person, other than City, would have to rearrange or adjust any of its facilities to accommodate a new Network Node, the party performing the Make-Ready Work shall coordinate such activity at Licensee's sole expense. Licensee shall be responsible for directly paying such other Person for its charges for the same.

(d) The Network Node shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with applicable codes and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or City costs necessary to correct third-party or City attachments that are non-compliant at the time of Licensee's application. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Network Node to accommodate that Person's facilities, subject to City's written approval of such

relocation, the Licensee shall reasonably cooperate with such request and charge no more than City would be permitted to charge for the relocation of its facilities on the applicable Service Poles under section 5.1(a) above.

5.2 Completion of Make-Ready Work. City will complete all requested make-ready work described in the Approved Make-Ready Cost Estimate within sixty (60) days after receiving the Approved Make-Ready Cost Estimate and payment thereof.

5.3 Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by City in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, Licensee shall pay City the shortfall amount of such costs within sixty (60) days of receipt of the invoice. If such Make-Ready Costs were less than the pre-paid Make-Ready Estimate, City will refund the excess Make-Ready Payment to Licensee within sixty (60) days following completion of the Make-Ready Work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

5.4 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of each Network Node, Licensee shall notify City of such completion.

6. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

6.1 Reservation of Rights. As permitted by Applicable Law, City reserves the right to operate and maintain its Service Poles, to discontinue such maintenance, and to remove its Service Poles, in the best manner required to fulfill its own service requirements, and its public, employee and worker safety obligations.

6.2. RF Emissions.

(a) Licensee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Service Poles, to allow workers and third parties to avoid excess exposure to RF emissions. City's authorized field personnel will contact Licensee's designated point of contact not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Network Nodes and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

(b) City, Licensee and other attachers which emit RF on City's Service Poles are under an obligation to operate its own existing or future facilities to protect against RF interference to RF signals of City, Licensee, and such other attachers, as applicable, as may emanate or arise. City and Licensee and all others on City's Service

Poles shall endeavor to correct any interference to other networks created by its RF emissions promptly and shall coordinate and cooperate with each other relating to the same.

6.3 FCC Antenna Registrations, Federal Aviation Administration (“FAA”) Compliance. Licensee is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA, or similar requirements with respect to the location of the Licensee’s antennas or other facilities. Without limitation, Licensee acknowledges and agrees that City’s Service Poles are not “antenna structures” under the FCC’s rules and that, accordingly, City has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

6.4 Equipment Modification and Replacements. Subsequent to the original installation of Licensee’s equipment, Licensee may modify or replace the equipment so long as such modification or replacement does not increase the load on the applicable Service Poles beyond the loading, if any, that was established in the approved application, or involve placement of equipment outside the area designated in the approved application without obtaining prior written consent of City.

6.5 Access. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access (“Access”) to the ROW and in and on any Service Poles used or to be used pursuant to an approved permit so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Network Nodes. City acknowledges that in the event Licensee cannot obtain Access, Licensee shall incur significant damage. If City fails to provide the Access granted by this section, such failure shall be a default under this Agreement.

7. CHARGES, BILLING AND PAYMENT

7.1 Service Pole Attachment Fee and ROW. The charge to Collocate a Network Node on a Service Pole in the ROW shall be \$20 per year per pole. The charge to occupy the ROW for the purpose of collocating Network Nodes on Service Poles shall be \$250 per year per Network Node in the ROW. Such compensation together with the application fee shall be the sole compensation that Licensee shall be required to pay the City in connection with use of the ROW for operation of its Network Nodes. Licensee is authorized to remove its facilities at any time from a Service Pole in the ROW and cease paying the ROW and Attachment Fee to the City related to such facilities.

7.2 Timing of Payment and Calculation of Number of Network Nodes.

(a) The ROW Fee shall be payable annually in advance for each installed and operational Network Node, as recorded by City as of October 1 of the prior calendar year (the “Record Date”).

(b) If Licensee's records show a different number of Network Nodes for which payment is required, Licensee shall so notify City within thirty (30) days of the relevant invoice. City will then, following receipt of Licensee's notification, either accept in writing Licensee's revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the Parties shall comply with the dispute resolutions provisions of this Agreement.

7.3 Transport Facilities. Licensee's right to place Transport Facilities in the ROW and the compensation for such facilities shall be governed by Applicable Law.

7.4 Surety Bond. City may, upon sixty (60) days' written notice, require Licensee to furnish a surety bond (the "Surety Bond") to guarantee Licensee's payment and performance of sums and liabilities that may become due to City for all compensation and liabilities required by or concerning this Agreement.

7.5 Unauthorized Network Nodes.

(a) Upon discovery of a Network Node that has not been approved by City by permit (an "Unauthorized Network Node"), City may invoice, and Licensee shall pay to City within ninety (90) days from receipt of the date of the invoice, a sum equal to the lesser of (a) the number of years since the last jointly conducted audit or (b) five (5) times the then current Rent multiplied by the number of Network Nodes, unless Licensee can produce documentation showing installation of the attachment occurred on a later date, in which case Licensee shall pay back rent from that point forward.

(b) Within sixty (60) days of notification of an Unauthorized Network Node, Licensee shall apply for a permit and City shall approve or deny such application for permit in accordance with this Agreement.

(c) Unauthorized Network Nodes shall not be considered a default of this Agreement unless there is established a pattern of Unauthorized Network Nodes by Licensee.

7.6 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within ninety (90) days from the receipt of invoice. Interest of one percent (1%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of the invoice.

(b) Licensee shall notify City within thirty (30) days of the date of the invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, dispute.

8. AUDITS AND INSPECTIONS

8.1 Audits.

(a) Licensee and City shall cooperate in determining the total number of Network Nodes and Node Support Poles. This determination shall be based on an on-going inventory of permits for those Network Nodes which have been installed and are operational. City has the right to require a jointly conducted physical audit of Network Nodes and Node Support Poles no more frequently than once every five (5) years, unless Licensee is responsible for a Default under this Agreement, in which case City may audit no more frequently than once a year (until such default is cured). City must provide ninety (90) days' written notice of any audit. The actual and reasonable cost of such audits will be shared equally by City and Licensee.

(b) Licensee and City may mutually agree that in lieu of such a jointly conducted physical audit, the number of Network Nodes may be determined from existing maps and attachment records, in which case, each Party shall make all relevant maps and records available to the other Party and the number of Network Nodes shall be cooperatively determined.

8.2 Safety Inspections. City may conduct, at its sole expense, inspections of Network Nodes on Service Poles and to conduct inspections in the vicinity of Network Nodes. City shall give Licensee sixty (60) days' prior written notice of such inspections and Licensee shall have the right to be present at and observe any such inspections, at Licensee's sole expense. However, in the event of an Emergency for which City must promptly provide or restore safe and reliable service to a customer, City may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay City for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which City has provided written notice to Licensee has been corrected by Licensee.

9. SERVICE POLE REPLACEMENT AND ABANDONMENT AND REMOVAL OF NETWORK NODES

9.1 Replacement or Abandonment of Service Poles.

(a) If for safety, reliability or operational reasons, or due to government requirements, City replaces a Service Pole to which Network Nodes are affixed, City will, upon ninety (90) days' written notice, at its own expense, remove the Network Node located on the original Service Poles, and transfer it to the replacement Service Poles.

(b) Notwithstanding the foregoing, in the case of an Emergency, City may remove, or replace the Network Nodes or transfer them to replacement Service Poles, or perform any other work in connection with said Network Nodes that may reasonably be required to maintain, replace, remove or relocate the Service Poles. In such a case, Licensee shall reimburse City for the expenses incurred by City. In the event of an Emergency, City shall notify Licensee as soon as practicable, but in no event later than 24 hours after the Emergency.

(c) If City desires to abandon any Service Poles, it shall give Licensee sixty (60) days' written notice, and within such time, Licensee may remove or otherwise dispose of its Network Nodes.

(d) If a City's Service Poles needs to be replaced to accommodate Network Nodes, City will replace the Service Poles and Licensee will reimburse City for all actual and reasonable costs directly incurred by City to do so. City may, but shall not be required to, transfer the affected Network Node to the replacement Service Poles after providing ninety (90) days' written notice to Licensee of the requirement to move. In the event that City transfers the affected Network Nodes, unless otherwise provided in a written agreement between the Parties, Licensee shall reimburse City for any actual and reasonable costs associated therewith.

(e) If, upon expiration of any required notice period for removal, Network Node(s) has/have not been removed, City may at Licensee's sole expense, remove and dispose of the Network Node(s), without any liability to Licensee for such removal and disposition.

9.2 Removal of Network Nodes by Licensee. Licensee may at any time remove Network Nodes from Service Poles, and shall give City notice of such removal within thirty (30) days after removal. No refund of any fees paid will be due on account of such removal except as provided for in section 13.4 or if triggered by casualty, fire or other harm affecting any Service Poles ("Casualty Event"). City will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. In the event of damage by a Casualty Event to a Service Pole that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which City elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee's operations on the Service Poles for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event: (i) terminate the applicable permit, or affected portion thereof, upon fifteen (15) days' written notice to City; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Service Pole until such time as the Service Pole is fully restored to accommodate Licensee's Network Node; or (iii) permit Licensee to submit an new application for permit for an alternate location equivalent to Licensee's current use of the Service Pole, and City shall waive the application fee and transfer all remaining rights to the new Service Pole so long as such relocation was due to a Casualty Event not directly caused by Licensee. Any such notice of termination shall cause the applicable permit, or affected portion thereof, to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable permit. The Rent shall abate during the period of repair following such Casualty Event in proportion to the degree to which Licensee's use of the Service Pole is impaired. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis.

9.3 Licensee Safety or Other Violations. If City discovers any regulatory, safety or other violation of this Agreement with respect to Network Nodes, it shall notify

Licensee and Licensee shall have sixty (60) days in which to remedy such violations, except that City may require quicker action in Emergency situations.

10. INSURANCE

10.1 Coverage and Limits. Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII and deliver to City a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of City.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$2,000,000	General Aggregate Limit
\$1,000,000	Each Occurrence
\$1,000,000	Each Occurrence - Personal Injury and Advertising Injury
\$2,000,000	Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include City as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of City.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company-owned, leased, and non-owned vehicles.

(d) Umbrella/Excess Liability insurance with limits of \$1,000,000 for each occurrence and in the aggregate.

10.3 Cancellation or Nonrenewal; Self-Insurance. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to any required policy that is issued on a "claims-made" basis, Licensee agrees to

maintain coverage for two (2) years following the Term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

11. ALLOCATION OF LIABILITIES

Each Party shall be liable for all damages for such injuries to third Persons or any third Person's property proximately caused by the Party's negligence or willful misconduct or by its failure to comply at any time with the practices herein provided. As used in the immediately preceding sentence, reference to injury to property shall be deemed to refer to physical damage to physical property.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

12. INDEMNIFICATION

12.1 Licensee Duty to Indemnify. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at City's sole option, defend City, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, licensees (other than Licensee), invitees, agents, attorneys, employees, successors and assigns (together "City Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that City Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Network Nodes and Node Support Poles or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of City.

12.2 City Duty to Indemnify. To the extent permitted by law, City shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, licensees, invitees, agents, attorneys, employees, successors and assigns (together "Licensee Indemnitees") from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees may incur, asserted by reason of the negligent installation, operation, use, repair, or removal of Service Poles or breach of the terms of this Agreement by City, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee. To the extent permitted by law, City

shall purchase liability insurance in an amount adequate to fulfill its obligations to indemnify and protect Licensee under this Agreement.

13. TERM AND TERMINATION

13.1 Term and Renewal. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years, and will automatically renew for four (4) successive five (5) year terms, unless Licensee gives City written notice of termination at least one hundred and eighty (180) days prior to the expiration of the then-current term. Upon termination of this Agreement, Licensee shall remove Network Nodes from all Service Poles and remove all Node Support Poles within one hundred and eighty (180) days. If not so removed within one hundred and eighty (180) days following such termination, City shall have the right to remove such Network Nodes and Node Support Poles, and to dispose of same, at Licensee's sole expense and without any liability to Licensee for such removal and disposition.

13.2 Default. If either Party fails to perform or observe any material term or condition of this Agreement within sixty (60) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement ("Default"). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

13.3 Licensee's Default and City's Remedies. If Licensee does not cure its Default within the allotted time period, City may, at its reasonable discretion, take any one or more of the following actions:

- (a) suspend Licensee's access to the ROW or any or all of City's Service Poles;
- (b) terminate the specific permit(s) or affected portions thereof granted to Licensee covering ROW access and the Service Poles(s) to which such Default is applicable;
- (c) require the obligation to be fulfilled;
- (d) remove, relocate, or rearrange Network Nodes or Node Support Poles to which such Default relates (all at Licensee's sole expense);
- (e) decline to permit additional Network Nodes under this Agreement until all such Defaults are cured;
- (f) exercise its rights with respect to the Surety Bond; and/or
- (g) only in the case of a pattern or practice of Defaults, terminate this Agreement.

13.4 City's Default and Licensee's Remedies.

(a) If City does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, either terminate this Agreement or demand that the terms of this Agreement be complied with.

(b) If City Defaults and Licensee elects to terminate the Agreement, City shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. City shall make such refund within sixty (60) days of the effective date of such termination.

13.5 Effective Date of Termination. Any termination under sections 13.3(b), 13.3(g) or 13.4(a) shall be effective upon written notice from the terminating Party to the other Party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.6 Cumulative Remedies. The remedies provided by this section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. DISPUTE RESOLUTION PROCEDURES

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation and non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other Party may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

15. CONFIDENTIALITY

Unless otherwise authorized by this Section, neither Party shall at any time disclose, provide, demonstrate or otherwise make available any confidential information of the other Party ("Confidential Information"). "Confidential Information" shall include any information of a confidential or proprietary nature disclosed by a Party to this Agreement to the other Party, including the financial terms and conditions of this Agreement. Each Party shall use its best efforts and shall cause its officers, directors, employees, lenders and agents (including retained attorneys and consultants) to whom such Confidential Information may be disclosed to safeguard the confidentiality of the other Party's Confidential Information. At a minimum, such precautions shall include, but not be limited to, all precautions taken to ensure the confidentiality of such Party's own Confidential Information. Confidential Information may be disclosed (a) with the non-disclosing Party's prior written consent, or (b) as may be required by Applicable Law, including Texas Public Information Act, Tex. Gov't Code Ann. §552.001 *et. seq.*, or governmental authorities (including but not limited to disclosures necessary to obtain permits and other regulatory approvals); provided that the Party making such disclosures shall seek, and use all reasonable efforts, to obtain confidential treatment for the same. Notwithstanding anything in this Section 15 or elsewhere in this Agreement to the contrary, Licensee shall have the right, without the necessity of obtaining City's consent, to provide copies of this Agreement (with financial terms redacted) and the locations of Service Poles to third Persons as may be necessary to obtain required authorizations, or where otherwise compelled by law.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. Except as provided below, all written notices shall be effective upon actual delivery or completed facsimile addressed to the other Party as follows:

To City:

in each of the above cases, with a copy sent to:

To Licensee (including bills):

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324
Re: Network Node on Public Service Poles [REDACTED] (City, State)
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Operations
Re: Network Node on Public Service Poles [REDACTED] (City, State)
Fixed Asset #
208 S. Akard Street
Dallas, TX 75202-4206

Contact Number for day to day operations:

City: [REDACTED]
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Licensee may assign its rights and obligations to an affiliate without consent upon 30 days' written notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with a Party.

16.4 Governing Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of Texas, without regard to its conflict of laws principles, and, where applicable, federal law.

16.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action ("new law") affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of a Network Node on public infrastructure or in the Public ROW, that differ, in any material respect from the terms of this Agreement, then either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement be renegotiated to conform to the new law on a going forward basis for all existing and new

small cell installations, unless the new law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within 90 days after such notice, then any rates contained in the new law shall apply from the 90th day forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the proceeding, all terms in this Agreement shall remain in effect while the Parties are negotiating.

16.6 Exhibit. In the event of any inconsistency between the provisions of this Agreement and any Exhibit attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibit unless such Exhibit specifies otherwise.

16.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

16.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

16.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.12 Entire Agreement; Amendments. This Agreement (including the Exhibit(s) hereto) embodies the entire agreement between Licensee and City with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL NAME OF LICENSOR]

BY: _____

Name:

Title:

Date

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company**

BY: _____

Name:

Title:

Date

EXHIBIT A: APPLICATION FOR PERMIT



Christie M. Villarreal
Assistant Vice President-
Senior Legal Counsel

AT&T Services, Inc.
816 Congress Ave.
Suite 1100
Austin, TX 78701

T - 512.457.2305
christie.villarreal.1@att.com
att.com

September 6, 2017

VIA EMAIL

Benjamin Arjona
City Manager
709 S. Nebraska St
San Juan, TX 78589
barjona@cityofsanjuantexas.com

Re: AT&T Submission of Permits to San Juan Pursuant to TX Local Government Code Chapter 284

Dear Mr. Arjona:

I wanted to make you aware that AT&T submitted a number of permits on September 1 pursuant to Texas Local Government Code Chapter 284 ("Chapter 284"). AT&T appreciates the City of San Juan's efforts to quickly implement the new law. AT&T will make every effort to work cooperatively with you to successfully deploy Network Nodes and Poles and work through any build-affecting issues as they may arise. AT&T is committed to improving cell density and capacity in the City of San Juan, and installing Network Nodes promptly in the most ideal locations in the right-of-way is of great importance to AT&T. At the same time, AT&T expressly reserves its right to challenge in the future any ordinances, rules, fees, requirements, or processes that conflict or otherwise do not comply with Chapter 284 and other applicable laws. Should the City of San Juan have any concerns about its ability to timely process AT&T's initial permit volume, please let me or JD Salinas III know, and we will work with you to help expedite processes in any way that we can.

Thank you,

A handwritten signature in black ink, appearing to be "C. Villarreal", written over a horizontal line.

Christie M. Villarreal

cc: JD Salinas III, AT&T External Affairs Manager, *via email at jdsalinas@att.com*



AT&T and Small Cells

Enhancing our network to meet consumer demand today while preparing for the technologies and innovations of tomorrow.

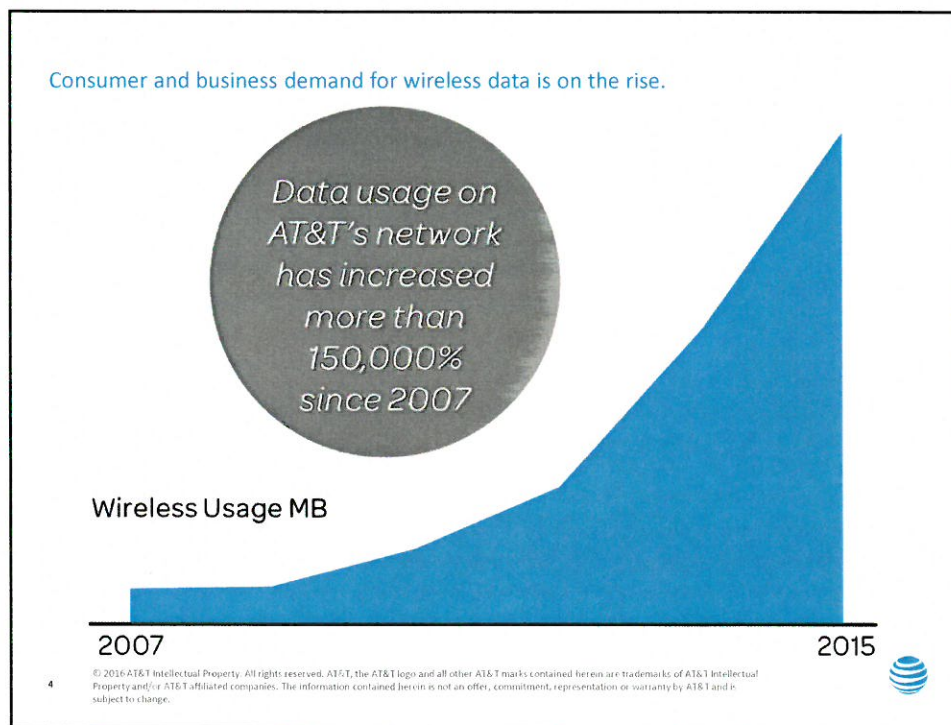
JD Salinas, Director AT&T External Affairs

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AT&T and the need for small cells



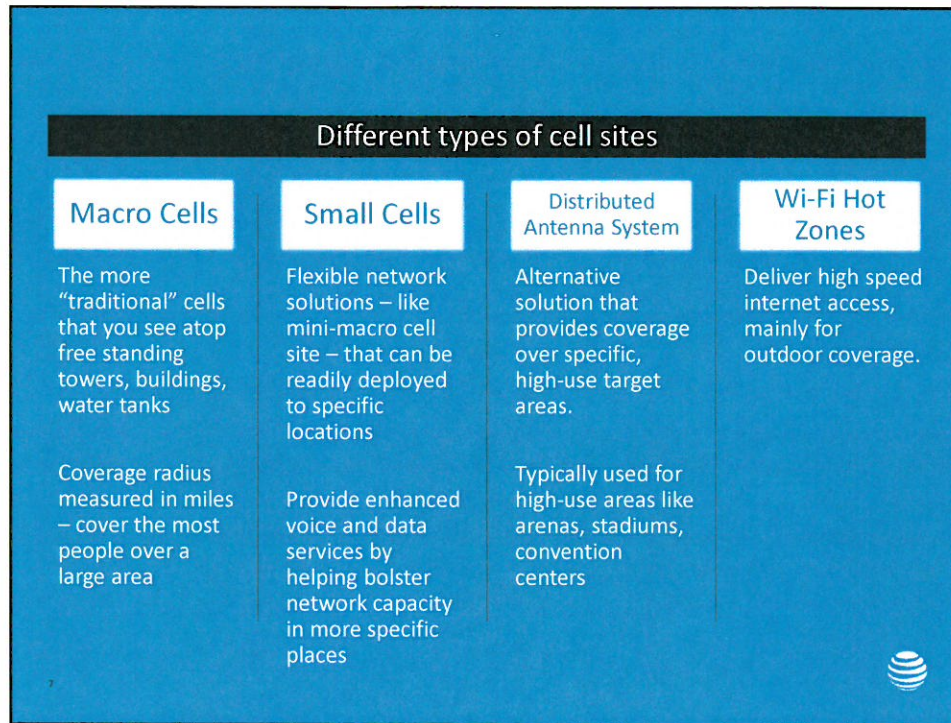


Small cells are helping us keep up with rising consumer and business demand and prepare our network for the future.



What is a small cell?





What is a small cell?

- Small cells are flexible network solutions—like mini-macro cell sites—that can be readily deployed to specific locations, including those where customers are prone to experience connectivity issues, heavily populated areas that need more network capacity or in areas that can't effectively be served by a traditional macro cell.
- Small cells are precisely targeted solutions and can cover a radius up to 1500 feet. They provide enhanced voice and data services by helping to bolster network capacity to allow faster downloads and improved call quality within its coverage area.



Small cells help to bring the network “closer” to its users to deliver increased data capacity, faster connectivity speeds and an overall better wireless experience.



Where are small cells deployed?

- Small cells are low profile, compact, scalable and unobtrusive. Depending on the need, small cells can be placed in buildings or outdoors. When placed outdoors, small cells can be attached to existing utility poles, light poles or exterior walls of buildings.
- And indoors, small cells can be placed above ceiling tiles, attached to drop ceiling mounts or placed in telecom closets.



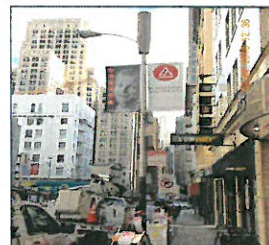
Where are small cells used?

- Small cells are often used in dense urban environments where capacity is an issue or in places with particularly difficult geographical challenges where coverage is an issue.
- And, given the way small cells work with—or augment—macro cells, small cells can also help improve service in small geographical areas where the macro cell is further away.

11



Examples of small cells deployed in our communities



12



Small cells and future technologies



Small cells and future technologies

Small cells are used to “densify” AT&T’s network and to bring the network “closer” to its users. This allows us to provide a better LTE experience today while also allowing us to prepare for the technologies of the future—such as 5G, smart cities and new developments in the Internet of Things (IoT).



To bring our customers the benefits of advanced wireless networks,
AT&T would like to work with City of San Juan to install small cells
as soon as possible.

15



EXTENDED
INVITATION TO BID

Sealed proposals addressed Rene J. Jaime, Purchasing/Risk Manager, City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 are to be received no later than Friday, September 22, 2017, by 10:00 a.m., for Fully Funded Health, Dental, Life, Accidental Death and Dismemberment Benefits, at which time they will be taken to the City Hall Conference Room, and read aloud.

EXTENDED
FULLY FUNDED HEALTH, DENTAL, LIFE,
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS
INVITATION TO BID # 17-54-08-09
PURCHASING/PROCUREMENT DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2749

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

Be advised that if a company downloads the bidding documents from the web page and is contemplating on bidding on the services, the respondent must register with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing Department by phone, fax, or e-mail. Please include the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. **Caution to those submitting proposals; those not in the proper form may be rejected.**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider Authorizing the Chief of Police to Apply and Submit a Grant Application to the Governor's Office Criminal Justice Division.

STAFF COMMENTS AND RECOMMENDATIONS:

The grant application is for the purchase of 50 Rifle resistance carriers and armor plates. The Governor's Office, Criminal Justice Division appropriated a one time funding of \$25 M for Fiscal Year 2018. The City of San Juan Police department is submitting a grant for the amount of \$35,968, with no match required. These rifle resistance carriers and armor plates will provide added protection for our officers from high velocity rifles such as the ones use in the Dallas shooting and other instances.

RECOMMENDATION:

Authorizing the Chief of Police to Apply and Submit a Grant Application to the Governor's Office Criminal Justice Division.

PREPARED BY:

Juan Gonzalez, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION

WHEREAS, The City of San Juan finds it in the best interest of the citizens of San Juan, Texas, that the San Juan Police Bullet Proof Vest Enhancement Project be operated for the 2017-2018; and

WHEREAS, City of San Juan agrees to provide applicable matching funds for the said project as required by the The Governor's Office Criminal Justice Division grant application; and

WHEREAS, City of San Juan agrees that in the event of loss or misuse of the Criminal Justice Division funds, City of San Juan assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, City of San Juan designates Juan Gonzalez , Police Chief as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of San Juan approves submission of the grant application for the San Juan Police Department Bullet Proof Vest Enhancement Project to the Office of the Governor, Criminal Justice Division.

Passed and Approved this ____ of September, 2017

Mario Garza
Mayor

Notary: _____

Commission Expires



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0066167
Date	7/18/2017
Page:	1

Bill To:

San Juan Police Dept (TX)
709 S. Nebraska
Attn: Accounts Payable
San Juan TX 78589

Ship To:

San Juan Police Dept (TX)
709 S. Nebraska
Attn: Accounts Payable
San Juan TX 78589

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SB12 7.18.17		001563	RT	U	NET 15	0/0/0000	1,653,638
Quantity	Item Number	Description			UOM	Unit Price	Ext. Price
50	511-56100-328*	511 Tac Tec Plate Carrier Sandstone			EA	\$125.36	\$6,268.00
		SANDSTONE CARRIER 2XL TO 4XL \$131.33 2XL TO 4XL ONLY AVAIL IN BLACK					
100	PTA-1193120*	Protech Hardwire Multi-Curve Rifle Palte 10x12			EA	\$297.00	\$29,700.00
		SHOOTER'S CUT SB12 PRICING					
1	NOTES:	Notes:			EA	\$0.00	\$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you for your business, Rebecca Tamez.

Subtotal	\$35,968.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$35,968.00

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 12, 2017

Consider an Ordinance in Second 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.

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting of August 22, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

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 – 09/12/2017
DATE PREPARED – 08/30/2017

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 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.

**CONDITIONAL USE PERMIT
"THE HANGOUT"
SEPTEMBER 12, 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.



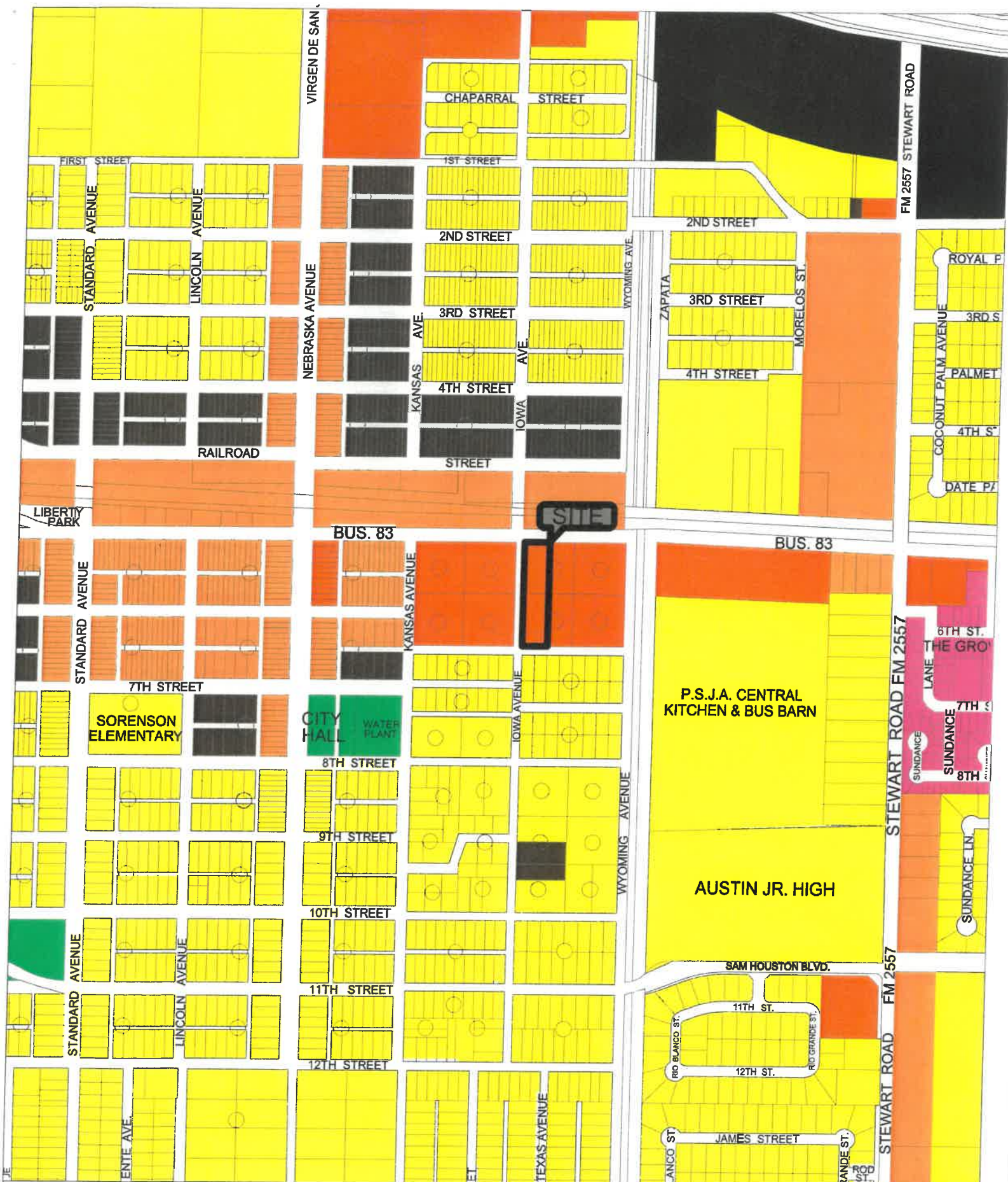


Legend

- 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.





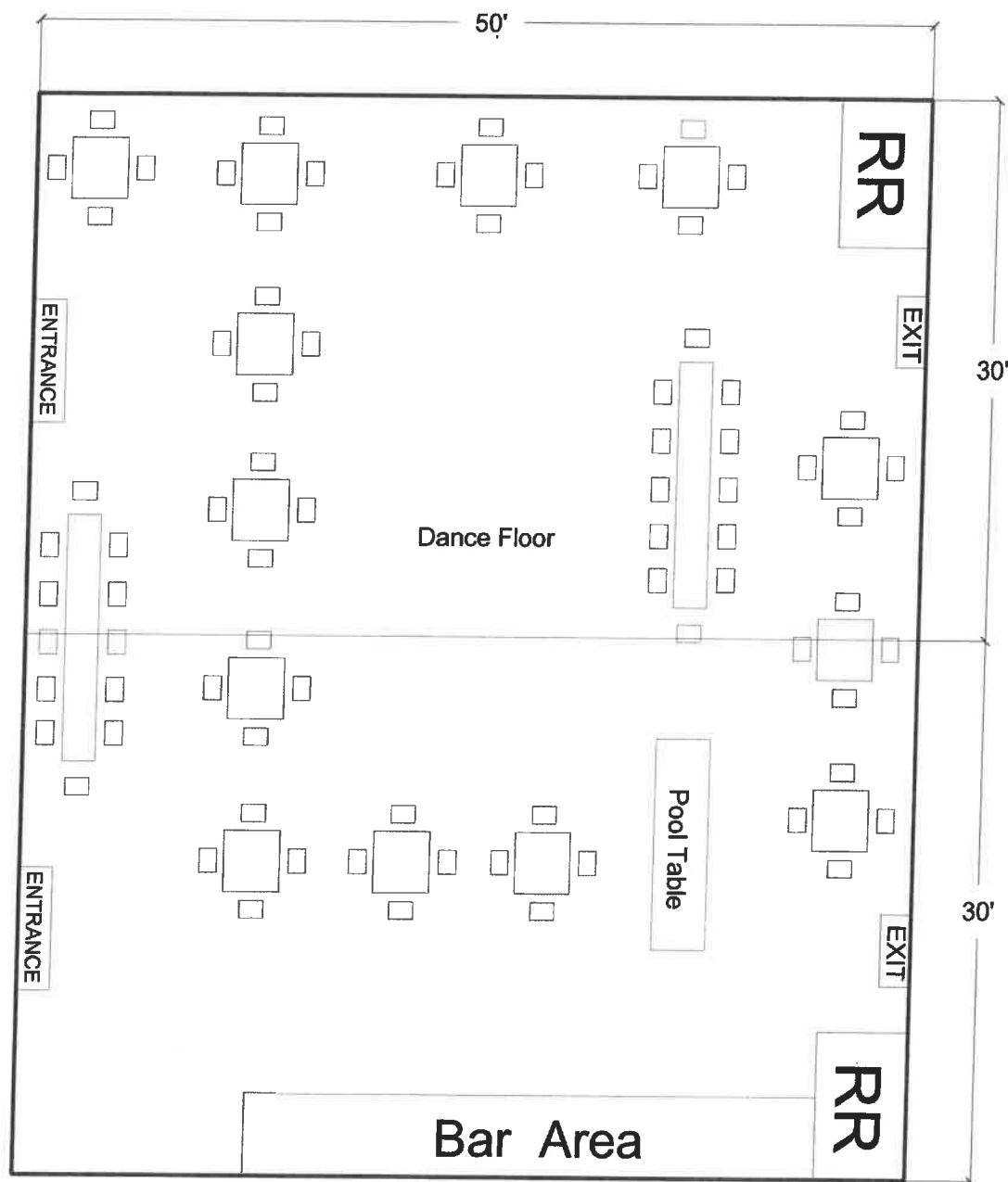
Zoning Districts

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

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.

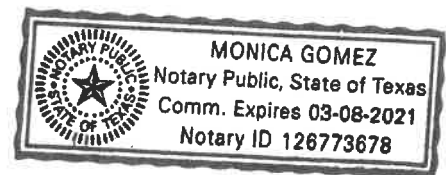
Friday from 5:00 p.m. to 2:00 a.m.

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. 17-19

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 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.
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 22nd day of August, 2017.

PASSED and **APPROVED** on second and final reading on the 12th day of September, 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
SEPTEMBER 12, 2017

Consider an Ordinance in Second 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.

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting of August 22, 2017, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

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 the regular scheduled meeting on August 7, 2017.

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 – 09/12/2017
DATE PREPARED – 08/30/2017

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.

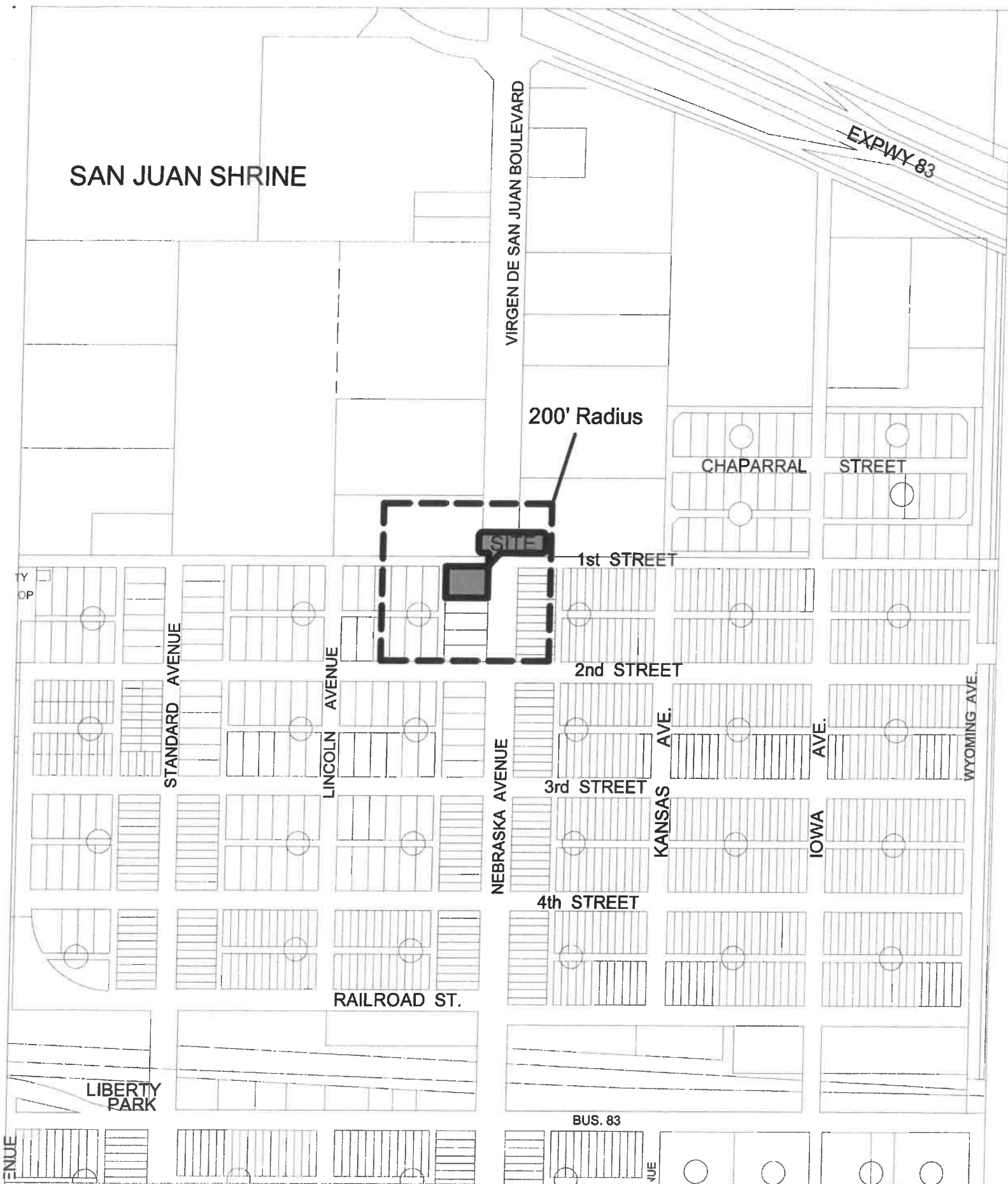
ATTACHMENTS:

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

STANDARD AVENUE

LINCOLN AVENUE

1ST STREET

2ND STREET

3RD STREET

4TH STREET

NEBRASKA AVENUE

KANSAS AVE.

IOWA AVE.

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.

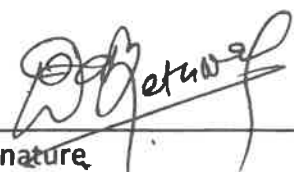
Wednesday from 6:00 a.m. to 12:00 p.m.

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>
To: Monica Gomez <mgomez@cityofsanjuantexas.com>

Wed, Jul 26, 2017 at 4:41 PM

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 Case	Status
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
16-03154(0) Adame, A	12/29/2016 09:46	THEFT	102 N NEBRASKA SAN JUAN, TX 78589					
16-03154(1) Sifuentes, L	05/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589	SJ FOOD MART,	UNKNOWN,	THEFT (SHOPLIFTING)	ACTIVE	INACTIVE
17-00035(0) Lince, W	01/05/2017 12:59	CRIMINAL TRESPASS	102 N NEBRASKA SAN JUAN, TX 78589	KARINA MENDOZA do	GARZA, JEREMY JOSEPH	CRIMINAL TRESPASS	ACTIVE	INACTIVE
17-00035(1) Cerrillo, J	01/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589					
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
17-00373(1) Sifuentes, L	05/09/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589		MENDOZA, KARINA			
17-01265(0) Lopez, E	06/04/2017 07:30	THEFT	102 N NEBRASKA SAN JUAN, TX 78589					
17-01265(1) Cerrillo, J	06/07/2017 00:00		102 N NEBRASKA SAN JUAN, TX 78589	SAN JUAN FOOD MART,	UNKNOWN, UNKNOWN	THEFT < \$50	ACTIVE	CLOSED
17-01411(0) Ramirez, J	06/21/2017 18:00	DOG BITE	102 N NEBRASKA SAN JUAN, TX 78589					

11 Records Selected

07/27/2017 10:46

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 Case Number	Date	Time	Agency	Call Type	Callers	Address	Zone	District	Disposition	Officer / Unit Role	Racial Profile Data
15-10127	07/09/2015	14:18:50	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 - Montoy, J	NO
15-03046	Sent To Dispatch-	11/30/2015 21:22:14				SAN JUAN, TX 78589				Primary	
16-01068	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	
16-02026	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	
16-02069	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	
16-05093	04/19/2016	17:05:57		ACCIDENT	judith hope sanchez	102 S NEBRASKA AVENUE	1	B3			NO
	Sent To Dispatch-	04/19/2016 17:08:29				SAN JUAN, TX 78589					
16-08388	06/04/2016	01:14:51	SAN JUAN PD	ALARM		102 S NEBRASKA AVENUE	1	B3	FALSE ALARM	490 - Montoy, J	NO
	Sent To Dispatch-	06/04/2016 01:16:46				SAN JUAN, TX 78589				Primary	
									FALSE ALARM	490 - Montoy, J	NO
									FALSE ALARM	490 - Montoy, J	NO
16-09102	06/17/2016	00:42:38	SAN JUAN PD	WAVE DOWN	Martinez, R	102 S NEBRASKA AVENUE	1	B3	BACKUP	472 - Lopez, A	NO
	Sent To Dispatch-	06/17/2016 00:42:47				SAN JUAN, TX 78589				Primary	
16-12533	09/27/2016	08:12:18	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	
16-13352	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	
16-13542	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	
16-17438	12/12/2016	14:15:28	SAN JUAN PD	WELFARE CONCERN	Lupita	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	09/14/2017	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.

1 of 2

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. 17-18

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 22nd day of August, 2017.

PASSED and **APPROVED** on second and final reading on the 12th day of September, 2017.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

DIANA CAVAZOS
CITY SECRETARY

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

CITY ATTORNEY

MINUTES OF A REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, July 25, 2017

TIME: 6:00 P.M.

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

MEMBERS PRESENT: Mario Garza, Mayor
Jesus “Jesse” Ramirez, Mayor Pro Tempore
Raudel “Raudy” Maldonado, Commissioner
Ernesto “Neto” Guajardo, Commissioner

MEMBERS ABSENT: Pete Garcia, Commissioner

STAFF PRESENT: Benjamin Arjona, City Manager
Rick Palacios, City Attorney
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Juan Gonzalez, Chief of Police
Leroy Gonzalez, Interim- Director of Finance
Adelaida Cordero, Director of Human Resources
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Manager
Ramiro Ramirez, Utilities
Mary Enriquez, Court Administrator

GUEST:

ORDER OF BUSINESS:

- I. CALL MEETING TO ORDER**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION**
Commissioner Jesus “Jesse” Ramirez led the invocation.
- III. PLEDGE OF ALLEGIANCE**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS**
Citizen Yolanda Alvarado talked about commissioners that are threatening staff and ex-officials that are stating lies on social media. She is asking Mayor Garza to keep a close watch on these matters.
- V. PRESENTATIONS**

A. Commissioner Jesus “Jesse” Ramirez recognized the Sanitation Department, Planning Department and Chief Gonzales for Operation Crackdown.

DISCUSSION: Commissioner Ramirez recognized and congratulated all departments that made Operation Crackdown possible. He also thanked Chief Gonzalez for getting the word out when interviewed by the local news station.

B. Update on Water Plant Liquidation Damages

DISCUSSION: Mayor Garza asked if the liquidation damages had been discussed with City Attorney Rick Palacios.

CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JULY 25, 2017

Mr. Ben Arjona said there was a letter received from the engineering firm. He will review the original contract and the surety bond with Mr. Rick Palacios tomorrow.

C. Project Updates

DISCUSSION: City Manager Ben Arjona stated that Urban Street Projects had started with Paseo de las Flores, which is 98% complete. Repaving of Phase I has commenced and will be completed within two weeks. The substation is 80% completed has a substantial completion date of August 24th.

D. Guillermo Ordorica with the Mexican Consulate will be presenting Escuadron 201.

DISCUSSION: City Manager Ben Arjona presented a flyer for the Inauguration and conference of Escuadron 201. It will take place on August 16, 2017 at the San Juan Memorial Library at 6:00 p.m. commemorating the collaboration between Mexico and the United States during World War II. Event is open to all public.

E. Recognize ABC Force Academy, USSSA Champions in Gulf Shores, AL.

DISCUSSION: Mr. Willingham, Parks and Recreation Director introduced the baseball players for ABC Force Academy who won the USSSA Championship on June 25, 2017 at Gulf Shores, Alabama.

Coach Ayala and the majority of the players started off in the City of San Juan with the All Stars.

City Mayor Mario Garza congratulated Coach Ayala and the players for their outstanding performance.

VI. PUBLIC HEARINGS/ORDINANCES

- A. Conduct a Public Hearing and Consider an ordinance in First Reading for a Rezoning Request from a Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) for a Property Legally describes as 10.00-acre Tract of Land out of Lot 3, Block 39, Alamo Land and Sugar Company's Subdivision, Located Approximately a Quarter of a Mile West from Cesar Chavez Road along the South side of Sioux Road, as requested by Omar Rios. [Xavier Cervantes, Director of Planning]

DISCUSSION: Mr. Cervantes commented that the property owner will be required to properly subdivide the property in order to undertake any improvements of the site. The surrounding zoning consists of single-family residential districts except for the North side which is outside city limits. Staff mailed notices to 19 property owners and received no comments in favor/against such request. One property owner did express concerns about the quality of the development that will take place.

Mayor Garza opened the public hearing at 6:13 p.m.

Mayor Garza closed the public hearing at 6:14 p.m.

Commissioner Jesus "Jesse" Ramirez made a motion to approve and Ernesto "Neto" Guajardo seconded. Motion passed. (4-0)

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

- A. Consider the Approval of a Budget Amendment in the amount of \$20,000 from account 10-520.1030 Salaries of Employees to Account 10-5007957 Capital Outlay for the purchase of Commercial Riding Mowers for the Parks Division. [Patrick Willingham, Director of Parks and Recreation]

DISCUSSION: There was money identified as a surplus for positions that weren't filled. The city keeps up with the cleaning and maintenance of over 100 acres. The most recent equipment was purchased 7 years ago.

Mayor Garza asked what the value of a riding mower is; Mr. Willingham proceeded to respond that he was quoting a Kubota model that has a cost of \$7,000.00 which includes warranty. Commissioner Maldonado asked Mr. Willingham if he had any equipment recommendations from other cities. Mr. Willingham summarized that he's familiar with the equipment used in the parks and recreation department with his 15 years of experience. He is also getting recommendations from neighboring cities.

CITY OF SAN JUAN

CITY COMMISSION MEETING

TUESDAY, JULY 25, 2017

Commissioner Jesus “Jesse” Ramirez made a motion to approve and Ernesto “Neto” Guajardo seconded. Motion passed. (4-0)

- B. Consider the Approval of a Budget Amendment in the Amount of \$10,000 from Account 10-520.1030 Salaries of Employees to Account 10-5007957 Capital Outlay for the Purchase of a Golf Cart and Gator for the Parks and Recreation Department. [Patrick Willingham, Director of Parks and Recreation]

DISCUSSION: Mr. Willingham said that it was hard to get from one place to the other at the park. He went on to say that the majority of the time there was golf carts rented for 3 All Star events last year. They can also be used at the Wetlands to get water/ice to the crew.

Commissioner Guajardo asked if the money was available to which City Manager, Ben Arjona responded that it was. Commissioner Maldonado asked for the cost of the golf cart and gator, Mr. Willingham responded that the value of the golf cart was \$2,000 to \$3,000 and the gator \$5000 to \$6000. Commissioner Ramirez asked for the cost of a full size truck and if that would be better. Rene Jaime responded that a truck would cost \$18,000 and an S10/Ranger \$15,000-\$20,000. Mr. Willingham mentioned that trucks would tear down the vegetation.

Commissioner Raudel “Raudy” Maldonado made a motion to approve and Ernesto “Neto” Guajardo seconded. Motion passed. (4-0)

- C. Consider Authorizing the City Manager to Enter into an Interlocal Agreement between the City of San Juan, Texas and Lower Rio Grande Valley Development Council Regarding for Provision of 911 Services for FY 2018-2019. [Juan Gonzalez, Chief of Police]

DISCUSSION: Interlocal agreement is a standard agreement that is renewed every two years to maintain the communication system.

Commissioner Jesus “Jesse” Ramirez made a motion to approve and Raudel “Raudy” Maldonado seconded. Motion passed. (4-0)

VIII. CONTRACTUALS/RESOLUTION

- A. Consider the Selection of a Project for Hidalgo County, Urban County Program FY 31 (2018) Funds. [Xavier Cervantes, Director of Planning]

DISCUSSION: Project selection based on areas of eligibility and street conditions. Staff recommends repaving Sunset drive and Monica Street from Raul Longoria to street end. Sunset Drive does not have curb and gutter.

Commissioner Ramirez asked if some of the funding can be used for Boys and Girls Club on the north side. To which Mr. Arjona responded that it would have to be checked with Urban County if it is allowable.

Commissioner Jesus “Jesse” Ramirez made a motion to approve and Ernesto “Neto” Guajardo seconded. Motion passed. (4-0)

- B. Consider Adopting a Resolution Granting Authority to Officers, Including but not Limited to Signing, Inquiring, Giving Written or Oral Instructions to Plains CapitalBank, with Respect to Any Transactions with PlainsCapital Bank. [Leroy Gonzalez, Interim-Director of Finance]

DISCUSSION: Resolution is for the removal of Mr. Pablo Garza as the finance director and adding Mr. Leroy Gonzalez as the Interim Finance Director.

Commissioner Jesus “Jesse” Ramirez made a motion to approve and Ernesto “Neto” Guajardo seconded. Motion passed. (5-0)

- C. Consider Authorizing the City Manager to Enter into a Contract Agreement for Engineering Services with One or More Engineers. [Rene Jaime, Purchasing/Risk Manager]

DISCUSSION: During a regular scheduled City Commission Meeting on June 6th the City Commission authorized the City Manager to request qualifications from engineering firms. RFQ17530705 for engineering services was advertised on the Advance news on June 21st and on the McAllen Monitor on

CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JULY 25, 2017

June 25th. A total of 11 firms submitted their response they were reviewed and evaluated. The top 5 firms were invited to make a short 5 minute presentation.

- 1) R. Gutierrez Engineering Corporation has been in business since 1998. They have three professional registered engineers and one of them is an in-house land surveyor. Current City Engineer for the city of Pharr. They did the overpass for U.S. 281/Military Highway, water treatment plant for the City of Edinburg, I Rd/Veterans North San Juan lateral and the Minnesota drainage to name a few. Their last project for the City of San Juan was the water line for Oblate Street 3-4 years ago. They currently have 11 staff members in their office. The point of contact will be Mr. Ramiro Gutierrez.
- 2) Halff Associates has been in business for 60 years. The valley office was initiated in 1993 because of Sharyland Plantation, which is a 6,000 acre development. Halff offers the local McAllen office which consists of 40 staff members with big firm resources. It is a multi-disciplined firm that has experience in roadway design, drainage design, water and waste water design, structural design, master comprehensive planning, landscape design, architecture design, park design, mechanical design, plumbing and electrical design among many others. They offer services from South Padre Island to Rio Grande City and up to Kingsville/Corpus Christi area. They have extensive experience with private, state and federal projects. The last project for the City of San Juan was about 2 years ago the Sioux Road canal crossing; it was on schedule, on budget and had no issues.
- 3) Perez Consulting Engineers has been in business for 26 years. The firm has three registered engineers and is currently in the process of acquiring an additional engineer. They have qualifications in paving, drainage, alternative transportation, irrigation and pumping systems, water design, waste water design and land development design among many others. They also work with a grant writing firm out of Austin that can assist with funding sources and low interest loans. Recently they did the major roadway sanitary sewer design (40 feet deep) in the City of Edinburg. The point of contact will be David Perez. As far as working on rotation it was hard to be a consultant and waiting your turn, but it can be done. They would hold bi-weekly construction meetings at the City Hall for faster response times. The firm assisted the City of San Juan with creating design standard with staff free of charge. They did the Urban County paving project on 3rd Street, Iowa and 4th Street which was a success. Currently they are working on Phase I paving improvements.
- 4) Cruz-Hogan Consultants is a firm with 30 years' experience. They have 4 professional registered engineers. They have three offices: Weslaco, Harlingen and McAllen (main branch). They have extensive experience in water, waste water, distribution, collection, drainage and roadway design. They specialize in public works and do not practice private development. They work with over 19 cities which include: McAllen, San Juan, Alamo, Pharr, Harlingen, Laguna Vista, Lyford, Donna, San Benito, Alton, Falfurrias, South Padre Island and Port Isabel to name a few. They have served as City Engineers for over 10 cities. Their most current project with the City of San Juan was the water treatment plant. They have participated in rotation in bigger cities where numerous large projects are going on, but they feel there's no need for a city this size.
- 5) Javier Hinojosa Engineering Firm has been in business for 21 years. They specialize in infrastructure improvement: street, water line, sanitary, sewer and storm drainage. They've had projects with City of Pharr, Mission, McAllen, Edinburg, San Juan, Palmhurst, Peñitas, Sullivan City, Progreso, Hidalgo and various school districts. The firm has projects with Hidalgo Precinct 2, Hidalgo County Precinct 3, Mercedes, Jaguar, Audi, Acura, Lexus and Porsche dealerships. They have worked on street improvements with the City of San Juan in 2001, 2003, 2005 and in 2016 they worked on the Urban County project improving Salazar, Coconut Palm and Hooper Streets. Mr. Hinojosa has worked with the City of San Juan extensively and has a good relationship with staff. He has a process for undertaking projects which consists of: a project orientation meeting, setting objectives and goals, setting requirements wanted by staff, surveying, preliminary design, implementation of changes, setting a budget, preparing specifications for the jobs, prepare bidding and bidding packets. If selected Mr. Hinojosa will be the point of contact and has no problem with rotation basis. Currently he has 10 people on staff.

Mr. Cervantes explained that rotation in the past had worked well. They used rotation for capital improvement projects and subdivision review. He has a database system that is fair to the participants of the rotation. He mentioned that the firms didn't reject any projects in the past the only issue was

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JULY 25, 2017**

with one firm that had their fees extremely high therefore they would go to the next firm in the rotation. City Attorney Rick Palacios stated that City Manager could negotiate the percentages with the engineering firms on the projects and take back to the commission for final decision. Raudel Maldonado stated he didn't think 3 firms were needed for a small city he further discussed he agreed to two firms. Mr. Cervantes suggested having a set standard percentage to make the system fair to all firms and to set a standard. There is a general contract for the firms to sign and there is a project based contract for each project which goes back to the board for approval. Attorney Rick Palacios will review and make any changes needed to the general contract that is being used for the past engineering firms.

The selection was general rotation with two firms: Perez Consulting Engineers and Cruz-Hogan Consultants

Commissioner Jesus "Jesse" Ramirez made a motion to approve and Ernesto "Neto" Guajardo seconded. Motion passed. (4-0)

- D. Consider Authorizing the City Manager to Enter into a Contract Agreement for Consulting Services for a Comprehensive Study with Lynn, Ross & Gannaway, LLP. [Adelaida Cordero, Director of Human Resources]

DISCUSSION: Adeleida Cordero and Mr. Arjona have met with the firm Lynn, Ross and Gannaway LLP to get a quote for a comprehensive study. The consultant studies will review job descriptions, classifications, personnel policies and compensation plans. There is a breakdown of estimated number of hours. Travel expenses were not included since most training will be through skype. The travel to meet with staff, management and commission is not included but we are expecting approximately 4 visits. There is funding available through the Department of Utilities, Sanitation and Certificate of Obligation Series 2017.

Commissioner Ernesto "Neto" Guajardo made a motion to approve and Jesus "Jesse" Ramirez seconded. Motion passed. (4-0)

IX. CONSENT AGENDAS

- A. Property Tax Collection Report- June 30, 2017 [Leroy Gonzalez, Interim Director of Finance]

DISCUSSION: There was an amendment on the consent.

Commissioner Jesus "Jesse" Ramirez made a motion to approve and Raudel "Raudy" Maldonado seconded. Motion passed. (5-0)

X. ADJOURNMENT

Commissioner Ernesto "Neto" Guajardo made a motion to adjourn and seconded by Raudel "Raudy" Maldonado. Motion Passed. (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF A REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, August 8, 2017

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Jesse Ramirez, Mayor Pro-Tempore
Raudel Maldonado, Commissioner
Ernesto Guajardo, Commissioner
Pete Garcia, Commissioner
Criselda Palacios, City Attorney

MEMBERS ABSENT:

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Juan Gonzalez, Chief of Police
Oscar Cuellar, San Juan EDC Director
Leroy Gonzalez, Interim Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Segin, Library Director
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Management
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Robert Rangel, Director of Information Technology

GUEST:

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

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

II. INVOCATION

Benjamin Arjona led the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

- a. Ricardo Gallardo had a concern with a porch that he is trying to add to his house and the issues he is having with the permits. He was instructed to get with the Planning and Zoning Department.

V. PRESENTATIONS

- a. Introduction and Welcome to the City of San Juan, Consul of Mexico, Guillermo Ordorica R.

DISCUSSION: Mr. Guillermo Ordorica said it will be a pleasure as a Council of Mexico to inaugurate and present the event of Escuadron 201 on August 16, 2017 at 6:00 p.m. He went on to say that history speaks of many events where the United States and Mexico worked collaboratively side by side especially during World War II. Mexico and the U.S. joined forces in the South Pacific. One of the first flags captured from the enemy was by the Mexican Army and very little history is known in some areas about this event. The United States and Mexico are not just friends because they share a border. They are friends because they share the same concept of peace. They are friends because they share the same values.

- b. Presentation on Departmental Reports: Department of Planning and Zoning, Parks and Recreation, San Juan Memorial Library and Sanitation. (Benjamin Arjona, City Manager)

DISCUSSION: Mr. Arjona introduced Mr. Robert Rangel as the Director of Information Technology to the public.

Carmen Gonzalez congratulated her staff for the great work they did last year with the struggle of the old equipment and said they deserved the new equipment that was purchased. Mayor Garza said he was really proud of Ms. Gonzalez and her staff for being the backbone, the individuals that drive this city forward.

VI. PUBLIC HEARING/ORDINANCES

- a. Consider Adoption of an Ordinance in First 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)

DISCUSSION: Xavier Cervantes, Director of Planning stated that the Planning Department is processing a residential subdivision along the North side of Minnesota Road which should be completed and recorded within the next couple of months. The subdivision went through the City Commission on February 14th, 2017 for preliminary and final thought approval. The proposed subdivision is just outside the city limits within the City of San Juan's extraterritorial jurisdiction. To help simplify the process and to comply the developer is requesting annexation to the City of San Juan. The annexation will increase city tax base along with sewer and garbage revenue.

Motion was made by Mayor Pro-Temp Jesus “Jesse” Ramirez to approve and seconded by Commissioner Raudel “Raudy” Maldonado. Motion passed. (5-0)

- b. Consider Adoption of Ordinance in First 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)

DISCUSSION: Xavier Cervantes, Director of Planning stated that an Ordinance is being proposed to address the confusion in the alley along the area on 2nd and 3rd Streets between San Antonio and Standard Avenue. Block 7 of the Original San Juan Town Site subdivision was split many years ago by the subdivision developer which resulted in a residential lapse that only has frontage access through a public alley way. In case of an emergency personnel will have a hard time finding the location. After consulting with the Lower Rio Grande Valley Development Council and the 911 Division personnel the agencies recommended for the alley to be given an official street name.

Motion was made by Commissioner Raudel “Raudy” Maldonado to approve and seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed. (5-0)

VII. CONTRACTUALS/RESOLUTIONS

- a. Consider Authorizing City Manager to Enter Into a Policing Agreement between Pharr-San Juan-Alamo Independent School Districts and the City of San Juan Police Department. (Juan Gonzalez, Chief of Police)

DISCUSSION: Captain Cazares stated that this is an annual agreement with PSJA to place a police officer at the high school all year round. School district pays for the officer and they reimburse the city. Mayor Mario Garza asked if the officer is involved in outreach with the students. Captain Cazares responded that when the officer is asked by the district they do presentations on drug, alcohol and crime intervention. Captain Cazares responded to Mayor Pro-Temp, Jesse Ramirez that the officer can sanctioned students if it is needed.

Motions was made by Commissioner Pete Garcia to approve and seconded by Mayor Pro-Tempore Jesus Ramirez. Motion passed. (5-0)

- b. Consider Adoption of an Interlocal Agreement between the County of Hidalgo and the City of San Juan Regarding the FY 2017 Community Development Block Grant (CDBG) Funds under Grant No. B-17-UC-480501. (Xavier Cervantes, Director of Planning)

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, AUGUST 8, 2017**

DISCUSSION: Xavier Cervantes, Director of Planning stated that the Interlocal agreement with Hidalgo County Urban County Program is requesting for the City of San Juan to participate and be eligible to obtain Fiscal Year 2017 funding. As approved on the October 25th, 2016 City Commission Meeting the budget for the 2017 fiscal year is the following: \$3000.00 for administrative expenses, \$4000.00 for senior community outreach services, \$7500.00 for Amigos Del Valle, \$7500.00 for Boys and Girls Club of Alamo/San Juan, \$5000.00 for CASA of Hidalgo County, \$5000.00 for Nuestra Clinica Del Valle and \$244,051.00 for street improvements including labor, material, equipment and engineering.

Mayor Pro-Temp Jesus “Jesse” Ramirez asked if this included the San Juan Boys and Girls Club to which Mr. Xavier Cervantes responded that the numbers presented was approved for 2017, but they can possibly get funding for the fiscal year 2018. Mayor Mario Garza asked if they could get funding for the San Juan Nursing home to which Mr. Cervantes replied that Mr. Arjona and himself would meet with Lupita, the representative of Urban County to get a definite answer on funding for 2018 once she returns from vacation.

Commissioner Pete Garcia made a motion to approve as presented and was seconded by Mayor Pro-Temp Jesus “Jesse” Ramirez. Motion passed. (5-0)

VIII. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

- a. Consider the aApproval of a Budget Amendment in the Amount of \$45,000.00 out of Federal Forfeiture Fund Balance of Police Department Federal Budget. (Juan Gonzalez, Chief of Police)

DISCUSSION: Captain Cazares stated that at the beginning of the last budget year they allocated all of their federal monies towards the construction of the new building. They have since been awarded more money and are now asking for an amendment to furnish the new building. Mainly for office furniture, appliances, shelving of the evidence room, records room, refrigerators and coffe maker. The U.S. Marshalls is going to award office based from the offie in McAllen that will be placed in the new building.

Commissioner Pete Garcia motioned to approve, Mayor Pro-Temp Jesse Ramirez seconded. Motion passed. (5-0)

- b. Discussion and Consider Proposed Tax Rate for the City of San Juan for Fiscal Year Beginning October 1, 2017 through September 30, 2018 and Setting Public Hearing. (Leroy Gonzalez, Interim Finance Director)

DISCUSSION: Leroy Gonzalez, Interim Finance Director stated that he attached the benchmark from 2016-2017 tax rate. The recommendation is for the tax rate to stay the same.

Commissioner Pete Garcia motioned to approve, Commissioner Raudy Maldonado seconded. Motion passed. (5-0)

IX. CONSENT AGENDA

- a. Consider an Ordinance in Second Reading for a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) for a Property Legally Described as a 10.00-acre Tract of Land out of Lot 3, Block 39, Alamo Land and Sugar Company's Subdivision, located approximately a Quarter of a Mile West from Cesar Chavez Road along the South Side of Sioux Road, as Requested by Omar Rios. (Xavier Cervantes, Director of Planning)

DISCUSSION: No questions on the consent agenda. Mayor Pro-Temp Jesus “Jesse” Ramirez asked if they were going to have minutes to review on next meeting. Benjamin Arjona, City Manager replied that they were currently working on minutes.

X. EXECUTIVE SESSION: 6:27 pm.

The San Juan City Commission Will Now go Into Closed Session Pursuant to the Provision of the Chapter 551, Subchapter D, Exceptions to Requirements that Meetings be Open Texas Government Code 550.071 (Consultation with Attorney) and Open Texas Government Code 551.087 (Deliberation Regarding Economic Development Negotiations) in Accordance with:

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, AUGUST 8, 2017**

- a. To discuss or Deliberate Current, Future and or Pending Projects Regarding Commercial of Finance Information Which the EDC is Conducting Economic Development Negotiation.

Commissioner Pete Garcia motion to approve, Mayor Pro-Temp Jesus “Jesse” Ramirez seconded.

XI. RECONVENE: 7:07 pm.

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.

XII. ADJOURNMENT: 7:10 pm

Commissioner Raudel “Raudy” Maldonado motioned to adjourn meeting and seconded by Commissioner Pete Garcia. Motion passed. (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF A REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, August 8, 2017

TIME: 6:00 p.m.

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

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

MEMBERS ABSENT:

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Juan Gonzalez, Chief of Police
Oscar Cuellar, San Juan EDC Director
Leroy Gonzalez, Interim Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesein, Library Director
Patrick Willingham, Director of Parks and Recreation
Xavier Cervantes, Director of Planning
Carmen Gonzalez, Director of Sanitation
Rene Jaime, Purchasing/Risk Management
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Robert Rangel, Director of Information Technology

GUEST:

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

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

II. INVOCATION

Jesus "Jesse" Ramirez led the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

- a. Mr. Guillermo Ordorica with the Mexican Consulate said that they are working intensively with individuals that could possibly be victims of abuse. They assist in getting documentation such as identification cards, Mexican birth certificates, passports and Mexican voting cards. They offer consulate protection with services and tools such as: education, fiscal, financial and orientation so that individual's rights are not violated in case of an arrest.

Mr. Ordorica wants to invite the community to join them in celebrating Mexico's Independence Day on September 16th, 2017 at the State Farm Arena from 12:00 to 8:00 pm. Mexico is a country that was born independently. He is inviting everyone to come and join sport activities, music, Mexican food and many other surprises.

- b. Mrs. Leslie Gower with the Sierra Club Coalition sent the City Manager a Resolution last week to come together and try to save a total of 10 places that are on the line for being cut off from public access. Some of the places are: Santa Ana Wildlife Refuge, La Lomita, the Butterfly Center, and the National Bird Center. One day they found a surveyor at Santa Ana putting the markers where they will be building the wall. If the budget is approved and the wall is built all of Santa Ana will be cut off except for the

visitor's center. The animals will be cut off and not have access to go up or down their natural habitat. The environmental impact if the wall is built is that animals will drown if the wall is built. They have 400 species, 160 eco-tourists each year and overall it's a \$500 million industry that's on the line. They are getting national publicity from the LA Times and NY Times. They had 700 individuals show up for their rally in La Lomita and over 1,000 at the Santa Ana Wild Life Refuge.

V. PRESENTATIONS

- a. Presentation on Proclamation Proclaiming Orlando Ochoa Jr., for his Outstanding Education Achievements. (Benjamin Arjona, City Manager)

DISCUSSION: Mayor Mario Garza met Mr. Orlando Ochoa Jr. during the campaign trail a few months ago. He met the grandmother, the mother and the aunt of this young man. These individuals are very supportive of Orlando's education. He has been very positive and dedicated towards his educational goal leaving aside his struggles in life. Mr. Ochoa has an overall average of 118.6 which is the highest from all 3 high schools. Mayor Garza expressed that he is very proud of Orlando and proud to say he is from San Juan. Orlando plans to further his education at the University of Texas at Austin where he plans to double major in Rhetoric & Writing and Sociology. After completing his undergraduate studies he plans to pursue a law degree.

- b. Presentation on Departmental Reports: Municipal Court, Department of Utility, Fire Department and Finance Department. (Benjamin Arjona, City Manager)

DISCUSSION: Mayor Mario Garza wanted to know if we were prepared for the upcoming storm to which Chief Tirso Garza responded that we are. He went on to say that we held a briefing in the afternoon in regards to the weather where it was discussed that there are sandbags currently available and staff will be preparing 1,000 more. Although the storm is heading towards Corpus and Houston another briefing is going to be held tomorrow.

Commissioner Pete Garcia asked for an update for Paseo de Las Flores. Mr. Cervantes responded that the drainage system is in place with exception of some details. City Manager Benjamin Arjona added that the caliche had already been compacted. Commissioner Garcia went on to say that residents were complaining about the drainage on Cancun and Puerto Vallarta to which City Manager replied that it was just a repaving project. He went on to say that the flooding should be very minimal if at all.

VI. PUBLIC HEARING/ORDINANCES

- a. Conduct a Public Hearing and Consider and 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.

DISCUSSION: Xavier Cervantes, Planning Director stated that the applicant is taking over the business formerly known as SJ Mart under the name of Valley Food Mart #2. The applicant is proposing an off-premise consumption permit to sale alcohol. The hours of operation will be Monday thru Friday from 6:00 to 12:00 am, Saturday from 6:00 to 1:00 am, and Sunday from 12:00 pm to 12:00 am. Notices went out to 20 surrounding property owners only an email and a letter were received for opposition. The Planning and Zoning Commission passed unanimously and recommended for approval during their August 7th meeting.

Open to the public at 6:21 p.m.

Closed to the public at 6:22 p.m.

Motion was made by Commissioner Pete Garcia to approve and seconded by Commissioner Erneston "Neto" Guajardo. Motion passed. (5-0)

- b. Conduct a Public Hearing and Consider and 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)

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, AUGUST 22, 2017**

DISCUSSION: Xavier Cervantes, Planning Director stated that the business will be located in the Guajardo Commercial Plaza in the South East corner of Business 83 and Kansas Avenue. The hours of operation will be Monday through Saturday from 5:00 p.m. to 2am for the sale of alcoholic beverages for on premise consumption. Notices went out to 25 property owners no comments for opposition were received from the public. It went up to the Planning and Zoning Commission passed unanimously and recommended for approval during their August 7th meeting.

Open to the public at 6:24 p.m.

Mr. Xavier Cervantes answered to Commissioner Raudel “Raudy” Maldonado that The Hang Out is located on Business 83. Commissioner Ernesto Guajardo added that it was next to Pico De Gallo. Mayor Pro-Tempore, Jesus “Jesse” Ramirez asked if 2 am is the norm for this type of business to which Mr. Cervantes responded that it is and that a list of regulations was included in the packet and any business has to comply or the permit can be revoked.

Closed to the public at 6:25 p.m.

Motion was made by Mayor Pro-Temp Jesus “Jesse” Ramirez to approve and seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed. (5-0)

- c. 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. (Leroy Gonzalez, Interim Director of Finance)

DISCUSSION: Mr. Leroy Gonzalez, Interim Director of Finance stated that on Tuesday August 8th, 2017 the commission voted for approval of the tax rate of .6993 for fiscal year October 1st, 2017 through September 30, 2018. Two required public hearing were scheduled the first for August 22nd and the second for September 5th. The proposed rate is the same as last years, however in accordance with the Property Tax Law if the proposed property tax rate 0.6993 exceeds the effective tax rate of .6885 two public hearings are required before the City Commission adopts the tax rate ordinance.

Second hearing for the adoption of the proposed tax rate will be held on September 5, 2017.

VII. DISCUSSION AND POSSIBLE ACTION TO THE FOLLOWING MATTER

- a. Consider Discussion and Approval of increasing the Contribution to the Texas Service Retirement System for the San Juan Volunteer Fire Department. (Tirso Garza, Fire Chief)

DISCUSSION: Chief Tirso Garza stated that since he’s been with the Fire Department for the past 13 years the contribution to the retirement of the volunteers has been stagnant at \$36.00 and would like an increase of \$14.00 to make it an even \$50.00. They recently discovered discrepancies in the old board and established a new board. If it is approved there will be an increase of \$4500.00 on next year’s budget. Commissioner Pete Garcia asked how many volunteers the San Juan Fire Department currently have to which Chief Tirso stated there was a total of 14.

Motion was made by Commissioner Raudel “Raudy” Maldonado to approve and seconded by Commissioner Pete Garcia. Motion passed. (5-0)

- b. Consider Approval to Acquire the San Juan Municipal Park/ Kitchen on Sergeant Treviño by the San Juan Fire Department. (Tirso Gaza, Chief of Fire)

DISCUSSION: Chief Tirso Garza stated that the park is currently managed by Parks & Recreation Department and the City of San Juan oversees the rental. Chief Garza further stated that they use the park once a year for their annual fundraiser and they noticed the kitchen needs work. The Fire Department would like to acquire the park and name it the San Juan Fireman’s Park; the kitchen will remain with the same name. They also want to use it for the storage of the antique 1926 Seagrave firetruck, the first fire truck the City of San Juan had.

Motion was made by Mayor Pro Tempore Jesus “Jesse” Ramirez to approve seconded by Commissioner Raudel “Raudy” Maldonado. Motion passed. (5-0)

- c. Discussion and Authorization to Purchase a 2018 Chevrolet Silverado 4X2 Crew Cab From Caldwell Country Chevrolet for \$25,329 (Buy Board Contract 521-16) (David Salinas, Director of Utilities)

DISCUSSION: David Salinas, Director of Utilities stated that the City Commission had approved the purchase of a new pickup truck for the water treatment plant in the meeting of September 2015. Staff solicited quotes from two vendors: Jordan Ford from San Antonio and Caldwell Country Chevrolet. Jordan Ford did not submit a quote and Caldwell Country submitted the quote of \$25,329. There was \$28,000 in the budget for this item.

Commissioner Raudel “Raudy” Maldonado asked about the color of the vehicle to which Mr. Salinas replied that it will be white. Mayor Mario Garza asked when was the last time a vehicle was purchased for the department to which Mr. Salinas replied that it is replacing a 1998 model. The newest unit in the department is a 2007 that was transferred from another department.

Motion was made by Mayor Pro Tempore Jesus “Jesse” Ramirez to approve and seconded by Commissioner Raudel “Raudy” Maldonado. Motion passed. (5-0)

VIII. CONTRACTUALS/RESOLUTIONS:

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

DISCUSSION: Xavier Cervantes, Director of Planning stated that \$1.84 million is available for the project which includes: engineering, geotechnical, and surveying expenses. The streets listed on the contract were based on the results of Comprehensive Street Conditions Survey that was conducted by the Civil Engineering Department of the University of Texas Rio Grande Valley in 2016. Based on the selection that took place Cruz-Hogan drew number one and was awarded this project. Based on the city engineer general contract the engineering fees for the project will be 7 percent if the total construction cost is \$1.5 million or less or 6 percent if the total construction costs exceeds \$1.5 million. The list of streets is in the contract and maps are included. The ones that have a star shape next to them need drainage improvements.

Commissioner Pete Garcia asked if the percentages that are being paid are on line in comparison to other cities, to which Mr. Cervantes responded that new contracts are using a table for percentages. The table is included in the packet. If the projects is less than half a million the percentage is 9%, if it is half a million to a million the percentage is 8% , if it is a million to 1.5 million the percentage is 7% and if it is over 1.5 million the percentage is 6%.

Motion was made by Commissioner Raudel “Raudy” Maldonado to approve and seconded by Mayor Pro-Temp Jesse Ramirez. Motion passed. (5-0)

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

DISCUSSION: Benjamin Arjona, City Manager stated that the Boys and Girls Club of Pharr will provide a Youth Development Program that will take place in Hidalgo County Precinct 2 Community Resource Center in San Juan. The center will provide a consistent and dependable schedule of activities.

Eddie Cantu, president of the Boys and Girls Club of Pharr stated that they are partnering with the county and the cities to build a facility on North Nolana. They are asking the City of San Juan for 50% of the general fund. Mr. Cantu went on to say that he has been on the board for 12 years and started with a budget of \$360,000.00 and now it’s at \$1 million, which says a lot about the commitment they have. Within the next three weeks they will be accepting kids, and they are ready.

Commissioner Pete Garcia asked if they will consider having a board member from San Juan, to which Mr. Cantu responded that they want to create a board for San Juan. Mayor Mario Garza asked who would give maintenance to the building, to which Mr. Cantu responded that Precinct 2 through the county would maintain it.

Mayor Garza asked if they have any plans on making an indoor gym to which Mr. Cantu responded that they are happy to be where they are at. Maybe in the future but for now their ultimate goal is the kids. Commissioner Raudel “Raudy” Maldonado asked for the capacity of the facility to which Mr. Freddy Mata responded that they can hold safely 175- 215 kids.

Mayor Mario Garza stated that the community is very excited that this is happening. We have seen the success in the City of Pharr and appreciate that San Juan is being considered for this facility. Contingent upon some revisions from the attorney Mr. Arjona will deliver the documentation.

Motion was made by Commissioner Raudel “Raudy” Maldonado to approve and seconded by Mayor Pro Temp Jesus “Jesse” Ramirez. Motion passed. (5-0)

- 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, Form 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 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 Regulation Promulgated by the Texas Water Development Board; and Providing for an Effective Date. (Ben Arjona, City Manager)

DISCUSSION: Chris Vela, City of San Juan Financial Advisor stated that the Texas Water Development Board approved financial assistance of \$2,285,000.00 in the form of subsidized loan .156 below interest market rate in order to fund the collection system extensions 2. The City of San Juan sold waterworks and sewer system revenue bonds series 2017 to the Water Development Board. The City has offered a pledge of a first lien on the net revenue of the waterworks and sewer system as sufficient security for payment for the bond. The City Manager, the Utility Director and Mr. Vela feel these fees are fair. The fees do not need to be negotiated for projects since they are already set. He is ready for getting bids for the project and to get a contractor by January/February to have a completed project by May/June 2018.

Mr. Arnold Cantu, Council to the City of San Juan stated that he couldn’t explain better than Mr. Vela the process for the sale and delivery of the bonds. He went on to say that the process has been long. Mr. Cantu said he would like to have all the documentation signed by September 5th and should have a response giving preliminary approval from the Attorney General by September 18th. By September 26th the bonds should be successfully approved and closed.

Motion was made by Commissioner Raudel “Raudy” Maldonado to approve and seconded by Commissioner Pete Garcia. Motion passed. (5-0)

IX. 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 TX Ranch, LLC. (Xavier Cervantes, Director of Planning)

DISCUSSION: No discussion/questions.

Motion was made by Mayor Pro Temp Jesus “Jesse” Ramirez to approve and seconded by Commissioner Raudel “Raudy” Maldonado. Motion passed. (5-0)

- b. Consider and 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 Efficient Emergency Responses. (Xavier Cervantes, Director of Planning)

DISCUSSION: No discussion/questions.

- c. Monthly Collection Report- July 31, 2017. (Leroy Gonzales, Interim Director of Finance)

DISCUSSION: No discussion/questions.

X. EXECUTIVE SESSION: 7:04 pm.

- a. The San Juan City Commission will now go into Closed Session Pursuant to the Provision of the Chapter 551, Subchapter D, Exceptions to Requirements that Meetings be Open Texas Government Code 550.071 (Consultation with Attorney) and Open Texas Government Code 551.087 (Deliberation Regarding Economic Development Negotiations) in Accordance with:

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, AUGUST 22, 2017**

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

XI. RECONVENE: 7:31 pm.

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.

Motion was made by Commissioner Pete Garcia to approve and seconded by Commissioner Raudel "Raudy" Maldonado.

XII. ADJOURNMENT: 7:31 pm

Commissioner Raudy Maldonado motioned to adjourn meeting and seconded by Mayor Pro Tempore Jesus "Jesse" Ramirez. Motion passed. (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary