



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, July 9, 2019

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A. Update on new City of San Juan Transit Terminal Building/City Hall.
- B. Presentation on Monthly Departmental Reports: Planning and Zoning Department, Sanitation Department, San Juan Memorial Library and Parks and Recreation Department.
 - 1. Planning and Zoning Monthly Report.
 - 2. Sanitation Department Monthly Report
 - 3. San Juan Memorial Library Monthly Report.
 - 4. Parks and Recreation Monthly Report

C. Municipal Court Report.

D. Presentation on Kids Camp, Wilderness Escape

E. Proclamation Proclaiming and Congratulating Angela Huerta, Miss San Juan 2019 for Winning South Texas Teen and for Entering the Competition of Miss Teen Texas Pageant.

VI. PUBLIC HEARING/ORDINANCES

A. Hold a Public Hearing to Solicit Input from Interested Parties on the City's Proposed Program Amendment to its Urban County Program Year 30 (2017).

B. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at Taqueria El Infiernito, located at 205 W. Nolana Avenue, Suites 1-2, legally described as Lot 1, San Juan Plaza Subdivision, as Requested by Little Hell Taco, LLC.

C. Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed Cavazos Drive-Thru located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision, as Requested by Antonio Cavazos.

D. Hold a Public Hearing for the Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.

E. Hold a Public Hearing for the Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd Street, as Requested by Enrique Escalante.

VII. APPOINTMENTS

A. Consider the Removal and/or Appointment of Board Member(s) Related to the Planning and Zoning Board.

- B.** Consider the Removal and/or Appointment to the Lower Rio Grande Valley Development Council.
- C.** Consider Removal and/or Appointment to the Amigos Del Valle Board.
- D.** Consider the Removal and/or Appointment of a Member to the Hidalgo County Metropolitan Organization Transportation Policy Committee.

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

- A.** Discussion and Possible Action to Authorized Staff to end Negotiations with Raba Kistner for the Preparation and Maintenance of the Risk Management Plans for the City of San Juan Water and Wastewater Plants and Authorize Staff to Enter Negotiations with the Second Respondent to RFQ 18-71-08-01, Municipal H2O and Authorize the City Manger to Execute all Related Documents and Budget Amendment as Needed.
- B.** Discussion and Possible Action to Approve the Final Pay Application in the Amount of \$36,259.23 from GO Underground for the East San Juan Water Improvement Project and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.
- C.** A. Preliminary and Final Plat Approval of the Shops at HEB being a Re-Plat of Lot 3, HEB San Juan-Unit 2 Subdivision, located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road, as Requested by Melden and Hunt, Inc.
- D.** Preliminary and Final Plat Approval of the Black Hills Estates Subdivision being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.
- E.** Discussion and Possible Action to Authorize City Manager to Solicit Bids for Water and Waste Water Supply Chemicals, Sludge Disposal, Laboratory Services and Annual Calibration Services.

IX. CONTRACTUALS/RESOLUTIONS

- A.** Consider and Approve Resolution to Establish Support between the Lower Rio Grande Valley Development Council and the City of San Juan for the City of San Juan Transit Terminal Project.

- B.** Discussion and Action to Approve the Budget Program Amendment for the Hidalgo County Urban County Program Year 30 (2017).
- C.** Consider Resolution To Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), Hidalgo County and the City of San Juan.
- D.** Consider Resolution To Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), Gerardo and Blanca Garza and the City of San Juan.

X. CONSENT AGENDA

- A.** Consider Second and Final Reading of an Ordinance for the Comprehensive Plan for the City of San Juan, *Envisioning Our Future*.
- B.** Meeting Minutes
 - November 13, 2018
 - February 26, 2019

XI. EXECUTIVE SESSION

- A.** The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et sea;
 - 1.** Pursuant to Section 551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee. (Municipal Judge, J. Zambrano)

XII. RECONVENE

- A.** The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Requirements to Vote or Take Final Action in Open Meeting.

XIII. ADJOURNMENT

CERTIFICATION

CITY COMMISSION MEETING AGENDA

JULY 9, 2019

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

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2019.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roberto Escobar, Planning Director

DATE: 6/26/2019

SUBJECT: Planning and Zoning Monthly Report.

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

- 76 building permits were issued with a \$5,046,547.00 in total valuation.
- 205 garage sale permits were issued (\$2,050.00 in revenues).
- Provided customer service and support to 1,025 people and handled approximately 1,914 calls.
- The building inspectors made approximately 572 inspections.
- Eleven (11) permits were issued for new houses \$1,564,981.00 in total valuation.
- Seventeen (17) occupational business licenses were issued with a \$680.00 in total valuation.
- Fifteen (15) health inspections were issued during the month of June with a \$1,500.00 in total valuation.

SUBDIVISIONS IN PROCESS

- The Shops at HEB
- Black Hills Estates Subdivision
- The Trump Subdivision
- Hacienda San Fernando Subdivision
- County Park Phase 1
- Perez-Garza Subdivision
- Kings Apartments
- Las Misiones de San Juan
- Arguello Subdivision
- Garco Subdivision

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

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Salon Sage – 302 E. Business 83
- Shake It Up – 2003 N. Veterans Boulevard

SUBSTANTIAL BUILDING PERMITS ISSUED OR PROCESSED IN THE PAST MONTH

- Texas National Bank

CONDITIONAL AND SPECIAL USE PERMITS IN PROCESS

- Conditional Use Permit for “Taqueria El Infiernito” at 205 W. Nolana Avenue, Suites 1-2
- Conditional Use Permit for “Cavazos Drive-Thru” at 4202 N. Raul Longoria Road
- Conditional Use Permit to allow apartments in a Neighborhood Commercial District

REZONING REQUEST

- Rezoning Request for Enrique Escalante
- Rezoning Request for Estefania Rios

SUBDIVISIONS RECORDED

- Rio Grande Regional Hospital
- Ekamp Subdivision

ORDINANCES IN PROCESS

- Ordinance for a Comprehensive Plan for the City of San Juan, Envisioning Our Future

RESOLUTIONS IN PROCESS

- Resolution to Approve a Water Line Access Agreement between the North Alamo Water Supply Corporation, Hidalgo County and the City of San Juan
- Resolution to Approve a Water Line Access Agreement between the North Alamo Water Supply Corporation, Gerardo and Blanca Garza and the City of San Juan

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.

HEALTH DEPARTMENT

City Inspectors started visiting all the businesses to check if the occupational licenses and health permits were up to date. Business owners are renewing their business permits with the city. A total of seventeen (17) business permits were renewed with a \$680.00 in total valuation and fifteen (15) health inspections were issued during the month of April with a \$1,500.00 in total valuation.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roel Garza, Sanitation Director

DATE: 7/2/2019

SUBJECT: Sanitation Department Monthly Report

Sanitation Department

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site – 579 residents
- Residential – 799.50 Tons
- Commercial – 747.93 Tons
- Roll-Off – 128.49 Tons 29 loads (commercial rental)
- Brush – 496.39 & 118 loads of brush

Central Garage

- Open 5
- Closed 29
- 5 Residential Side Loaders operating, 1 Residential Side Loaders down
- 1 Commercial Side Loaders operating
- 2 Commercial Front Loaders operating
- 3 Brush truck operating
- 1 Brush tractor (grapple) operating
- 3 Brush Grapple Truck operating
- 3 Roll-Off Trucks operating

Sanitation Code Enforcement

- Contacts and Complaints 89
- Illegal Dumping Notices 6
- Violation Notices 8
- No Dumping Signs Set 4
- Stop Signs Reported and Fixed 8
- Public Information Videos 2
- Neighborhood Cleanup Event 1

Recycling

- Cardboard: 4.17 tons / \$208.85
- Mix Paper: 5.34 tons / \$267.00
- Tin Cans: 0.01 tons / \$1.00
- Alum Cans: 0.182 tons / \$50.40
- Curbside: 3.72 tons / \$0.00
- Metal: 0.67 tons / \$53.20
- Used Oil 125 gals

- Total Tons/Revenue 14.092 tons / \$580.45
- Walk-Ins 606

Streets Department

- ROW-
 - 06/04/2019 – City crew scraped, trimmed, mowed on Steward Rd. from San Houston to old Hwy 83, Sam Houston from Stewart to Cesar Chavez mowed & trimmed, Cesar Chavez from Old Hwy 83 South trimmed and picked up palm leaves, also the corner of Raul Longoria Rd & Nebraska mowed & used blower, mowed & trimmed alley between old Hwy 83 East San Juan Garden Trail Park (Tomas, Isaias, Pablo and Daniel)
 - 06/05/2019 City crew trimmed corner of Hall Acres & Nebraska, mowed & trimmed Hall Acres from San Antonio applied round - up from the City Shop going West to Sewer Plant (fence) , trimmed , used blower , trimmed Kansas from 7th St to Old Hwy 83 & 6th St from Kansas to past Iowa. (Mendez, Roque, Saucedo)
 - 06/06/2019 City crew mowed, trimmed West Sioux Rd from Raul Longoria. to I Rd , mowed at Firemans Park (Mendez, Roque, Saucedo)
 - 06/07/2019 City crew mowed & trimmed West El Dora from Raul Longoria to I Rd , then washed truck (SW741) and cleaned the inside, also washed the tractors John Deere and zero turn mower. (Mendez, Roque, Saucedo)
 - 06/10/2019 City crew worked on El Dora West from the Canal to I Rd , Olmitos Rd South of El Dora to the cul de sac, mowed, trimmed, and

scraped and El Dora East up to the water tower where they mowed, trimmed, and used the blower. (Tomas, Pablo, Daniel)

City crew replaced lid to trash cans at the Public Works shop, and then moved salvaged cars to the landfill., and then scraped on Sauz St, (Armando Cordova, Isaias Gonzalez, Emilio Gutierrez, David A Garcia)

- 06/11/2019 City crew mowed , trimmed ,used blower at this locations East El Dora from the water tower to Retama, Retama from El Dora North to the canal on both sides, mowed Retama from El Dora to Sioux Rd, cleaned up oil spills North Retama & San Lucas on the East side. (Armando Cordova, Tomas, Pablo, Daniel)

City crew scraped on Zapata St neighborhood and on the curve on 1st St. (Raudy, Alex, Robert, Gilbert)

- 06/12/2019 City crew scrap at this locations Sgt Trevino St from Raul Lon up to the canal (both sides) pick up trash and washed both tractors. (Armando Cordova, Tomas, Pablo, Daniel)
- 06/14/2019 City crew scraped Retama (1/2) on 495, Brecha and on the corner of El Sauz, El Sauz from Guadalupe to Sgt Trevino , Guadalupe from Retama to the East (Tomas, Armando Cordova, Pablo, Daniel)
- 06/17/2019 City crew mowed & trimmed at this locations: Sioux Rd East from Raul Longoria to Ceasar Chavez Rd both sides, Trimmed from Retama to Sioux Rd to El Dora Rd . (Tomas, Armando Cordova, Pablo, Daniel)
- 06/18/2019 City crew mowed & trimmed the right of way on Valencia Sub. (Isaias Gonzalez , David A Garcia) City crew mowed the North Side of El Dora Rd from Retama to San Grabiél , Oblate 495 to Standard St East Nolana from Raul Longoria to the park mowed & trimmed (Tomas . Pablo, Daniel) City crew mowed the alley on East and I Rd and trimmed limbs, also trimmed limbs on San Antonio(Raudy , Alex, Robert, Gilbert)
- 06/19/2019 City crew mowed & used the blower at Valencia Village and pick up debris , (Isaias Gonzalez , David A Garcia) City crew mow & trimmed from Nolana East of Raul Longoria from the park to the canal on both sides, Alta St West of Raul Longoria, Hunee & Faith St (Dominique Place) I Rd 1 alley and 1/2 South of Alta St, also mowed next to the Post Office at Alma Rd (Tomas, Armando Cordova, Pablo, Daniel)
- 06/21/2019 City crew mowed Alley at this location between Mary Ann St & Scotty St on W.495 ,mowed in front of Family Dollar Old West Hwy 83, West Old Hwy 83 and King St, and mowed in front of Miller's Trailer Park on Old Hwy 83, mowed the corner of Nebraska & Old Hwy 83, Firemen Park and washed and clean their unit (Tomas,Gonzalez,Pablo, Daniel)
- 06/24/2019 City crew scraped with shovel at this loactions: East 495 , North Lemon , Lime, Tangerine, Citriana., and washed truck clean inside of it. (Pablo, Daniel)
- 06/25/2019 City crew mowed the right of ways on this locations: Nebraska , 11th , 12th, 902 W. Sam Houston, Iowa St between 11th & 10th St, West View St pruned & trimmed the a tree down, South of Hwy 83 from San Antonio to Stewart Rd to the canal, check Subdivisions East of Stewart on

- Sam Houston & Cesar Chavez, (Tomas, Pablo, Daniel) City crew placed cones and barricades on Expresway on Raul Longoria, pick up bags on Los Flores Sub. (Isaias Gonzalez, Armando Cordova, David Garcia)
- 06/27/2019 City crew trimmed Right of Way at this location 1st St (Robert, Gilbert) City crew mowed and pick up tree branches at Lupe C Chavez and Old Hwy 83, clean & scraped the street sidewalk on Nebraska from 6th St to Old Hwy 83, mowed Firemen Park , washed & cleaned truck. (Tomas, Pablo, Juan, Daniel)
 - 06/28/2019 City crew mowed and trimmed North Nebraska on both sides (Tomas, Pablo, Juan, Daniel)

Street Signs –

- 06/03/2019 - City crew placed a Stop Sign at this locations San Antonio & Bears Trail Sam Houston & Shawnee St. (Armando Cordova, David A Garcia, Gilbert Garcia , Emilio Gutierrez)
- 06/04/2019 City crew replaced Stop Sign on East Jacaranda St. Mow the Easement on Sam Houston St.and trimmed trees. Also fixed a Stop Sign on Miguel Hidalgo and Coil, Miguel Hidalgo & 7th ,replaced a Stop sign, placed sticker on a Stop Sign on Miguel Hidalgo & 9th St, also placd a Stop Sign on Lincoln & 7th St Armando Cordova, Isaias Gonzalez, David A Garcia, Emilio Gutierrez)
- 06/18/2019 City crew installed signs at this locations City Shop , Ciro Dr (Isaias Gonzalez , David A Garcia)
- 06/28/2019 City crew replaced Stop Sign at this locations: E El Dora, Iris Dr, San Mateo, San Juanita, Pino St, El Sauz St, Rosie St , Minnesota St trim a tree Hibiscuz Dr (David A Garcia)

Alley's –

- 06/06/2019 City crew trimmed the Alleys on this locations Foster St, 11th St, trimmed the grass at the Landfill, and moved cars to the landfill. (Armando Cordova, Isaias Gonzalez, Emilio Gutierrez, David A Garcia)
- 06/07/2019 City crew mowed at this locations Washingtonia Palm St , Lilia St. And at Guadalupe Eastment and alley on Retama and Guadalupe mowed grass at these locations. Mowed grass on Alley between Gonzalez Rd and Sgt Trevinio Rd trimmed a tree. (Armando Cordova, Isaias Gonzalez, Emilio Gutierrez, David A Garcia)
- 06/11/2019 City crew mowed grass at the Shop , dismantle trash bin lid / tires, arranged tires on roll-off neatly, mowed right of of way on 495 & Citriana, picked up trash and used blower. (Isaias Gonzalez, David Garcia, Emilio Gitierrez)
- 06/13/2019 City crew arranged and counted tires on loaded them to the Roll - Off , also mowed the grass on Amy (Alley), mow Eastment on Sante Fe. (Isaias Gonzalez, David A Garcia, Juan Gonzalez)
- 06/17/2019 City crew mowed alleys at this locations; East Gomez Dr, S. Kansas bet E. 11th St & 12th St, behind on 221 E. 11th St , between East 8th St, 9th St, 7th St behind Water Plant , also delivered a (1) 90 gl container to 225 Cedro St, pick up tree branches on South Kansas St (

- Isaias Gonzalez, David Garcia) City crew cleaned up alleys at this locations: Citrus, Mequite, Buffalo, 1st St, 2nd St, 3rd St, 4th St, also picked up trash & debris and applied round - up . Trimmed trees around Stop sign. (Alex, Robert, Raudy)
- 06/19/2019 City crew picked up debris around the shop , washed and cleaned city truck, took utility trailer to go get tire fixed at Trevino's Tire Shop (Isaias Gonzalez, David A Garcia) City crew applied round - up at the following Sts .Nebraska , Moore & San Antonio , 2nd N & S, San Antonio N & S, 3rd St E & W, Sendero St N & W 17th St, West 16th St, 16th St, West 14th St, Rail Rd West, Santa Fe, Amy St behind Post Office, W. Salazar, W. Hazel, N. Lincoln, Los Ebanos, Standard St, North San Diego St, Dominique St, W Texas, Justice Ln, Sun Rise Dr, Sun Set Dr, S. Standard, Valencia Blvd,Jonathon St, Star Ruby, West 18th , Olmito, S. Lincoln, I Rd, Dav, Beatrice St, Oliverio St , West Moore,King St, Andrew St, Hampton St, S. King St, Taylor, W. 13th St, Shufford Ave, W. 12th St(Gilbert , Robert)
 - 06/20/2019 City crew mowed at this Street around North Lincoln and Mary Ann Rd, scraped to at North Lincoln bet Douglas & Scotty of West 495 (Tomas, Armando Cordova, Pablo, Daniel, David Garcia Isaias Gonzalez) City crew applied round - up at the following St: West 10th , 7th, 8th & 9th St , Lincoln St, 11th St and West Kansas St South Standard St ,South Shufford St, South Coil St, South Miguel Hidalgo, North Lincoln St, North Buffalo St, North Cougar St, North Leticia St, East & West Frances St North Doe St (Gilbert , Robert)
 - 06/21/2019 City crew picked up Milling and Caliche to be delivered from Alamo to the City Shop (All Day) (Isaias Gonzalez , Armando Cordova, David A Garcia) City crew applied round - up at these locations: Hunee St N Faith St, N. Samantha St, E. Sonny St N. Sabrina St, E.Makayla St, S.Samantha St, S & N Olmitos St, N.Lucky Dr, W Alta St, W. Thelma St., W.Alfredo St, W. Jaime St. (Robert, Gilbert)
 - 06/25/2019 City crew applied round - up at the following locations : Sun Down Estates - West Plumeria, North Gate -S.Poinsetta St Las Cruces n North Azelea St, San Ignacio - W Standard St, S.San Antonio -W. Eazy St, W. Minnesota Dr - n. Pecan St,N. Maile - W. Minanda St, W. Mesquite - E. Liberty E. 2nd, 3rd St, 4th St, Old E. 83, 6th St- S. Kansas St - S. Iowa St, S. Carolina - S Oleander St (Robert & Gilbert)
 - 06/26/2019 City crew mowed at the following Streets Minnesota St, and applied larvicide tablets for mosquitos at the following streets: Guadalupe St Sam Houston, Amigo del Valle, Hall Acres and dis go check the drainage at Valencia (Armando Cordova, Isaias Gonzalez, David A. Garcia)
 - 06/27/2019 City crew mowed at this location 13th St & Kansas St Alley , 12th St & Kansas St, 2nd , 3rd St , Iowa Alley(Robert, Gilbert)
 - 06/28/2019 City crew mowed grass and picked up trash in alley on Doe St, Athols St (Raudy, Alex, Robert, Gilbert) City crew took a truck of gravel to City Hall and applied caliche at the Alley on Athol St, Doe St and pick up trash and trim a tree at San Antonio St,. (Robert , Gilbert)
- Street and Alley patching–
- 06/10/2019 City crew filled pot holes at the following locations on Kansas

- Morning Set, Retama St, E. Garfield St. MayFair St (Raudy, Alex)
- 06/13/2019 City crew filled a pot hole at this location: S. Lincoln Ave, W 10th St (Raudy, Alex, Gilbert)
- 06/19/2019 City crew filled pot holes on the following St: W. 12th St, W. Texas S. Ridge Ln , Nebraska , Alameda St, Campo Verde (Raudy , Alex)
- 06/20/2019 City crew filled pot holes on the following Streets: S. Nebraska Ave, W. & E Thelma St , W Amy Dr, Jenica St (Raudy , Alex)
- 06/21/2019 City crew filled pot holes on the following Streets: Zapata St, Ohio Ave, W. Jenica Cir, Buffalo St. (Raudy , Alex)
- 06/24/2019 City crew fill pot holes at this location: Rio Nuces, Rio Verde Dos Arbolitos, Lilly Dr, S. Ridge Ln (Raudy , Alex)
- 06/28/2019 City crew filled pot holes at the following St: Nebraska (Raudy, Alex, Robert, Gilbert)

Trimming Trees –

- 06/03/2019 City crew dropped off utilities trailer at the Recycling Center then trim a tree limbs covering Stop Sign at Lincoln St, Chaparral St and Cougar St. (Raudy Huerra , Alexandro Cantu)
- 06/5/2019 City crew trim trees and mow grass at Sun Valley, also mow at the shop. (Armando Cordova, Emilio Gutierrez, Isaias Gonzalez, David A. Garcia)
- 06/13/2019 City crew trim a tree that fell on top of the power line, pick up tree limbs and trash in Alley bet Alameda St & Hackberry St. (Raudy, Alex, Gilbert)
- 06/18/2019 City crew mow grass on Right of way on Valencia Sub and trim tree branches obstructing sign (Isaias Gonzalez, David A Garcia)
- 06/19/2019 City crew trim tree limbs covering Stop Sign on W. 7th St & S. San Antonio Ave, & N Standard Ave, Raul Lon. (Raudy , Alex)
- 06/25/2019 City crew trim tree limbs that broke at this locations: 603 Leticia St, Francis St, Nebraska St, 11th , 12th St, Citrus N Cougar, Blanca Ln, West View St, Foster St, Stewart Rd (Raudy , Alex) City crew trim a tree on Stewart Rd (Isaias Gonzalez, Armando Cordova, David Garcia)
- 06/26/2019 City crew trim tree limbs on this location S. San Antonio, King St, Valencia , Nolana, San Juanita St, (Raudy, Alex)
- 06/27/2019 City crew trimmed broken tree limbs on Stewart Rd & Ridge, Caesar Chavez and in Old Hwy 83. And in the Alley bet Athol & Mesquite. Trimmed trees limbs on Garfield St, W. Chaparral St, N. Buffalo St, 7th St , San Antonio St, W 7th St , Cole Ave.
- 06/28/2019 City crew trim a tree on San Antonio (Raudy, Alex, Robert, Gilbert)

TRAININGS

- Keep Texas Beautiful Training – Roel Garza

Minutes of Keep San Juan Beautiful Board

Regular Meeting

Date: Thursday, June 13, 2019

Time: 6:04 p.m.

Place: Public Works Office

Members Present: Jennifer Villarreal, President
Yvonne Lopez, Member
Robert Ramirez, Member
Jesse Ramirez

Staff Present: Roel Garza

Order of Business

I. Call Meeting to Order

a. Jennifer Villarreal called meeting to order at 6:04 p.m. at Public Works Office in San Juan, Texas.

II. Invocation

a. Robert Ramirez led the Invocation.

III. Pledge of Allegiance

a. Jennifer Villarreal led the Pledge of Allegiance

IV. Public Comments

a. No Public Comments

V. Discussion and Possible Action on all the Following Matters:

- A. Discussion of possible action on June Neighborhood clean up
 - I. Roel Garza - Recap
- B. Discussion and possible action on upcoming Regional Roundup. (Roel Garza)
 - I. Saturday, July 20, 2019 Tire Roundup and Clean up Event
- C. Discussion and possible action on fundraising event
 - I. City July 4th Celebration (6/3/2019)
 - II. Parade
 - i. Informational Booth and material for KSJB
 - III. Golf Tournament
 - i. Jennifer motion to host golf tournament for fundraiser
 - ii. Yvonne seconds the motion
 - iii. Motion passes by general consent
 - IV. Color Run 5k run/walk
- D. Discussion and possible action on Keep San Juan Beautiful School project for fiscal year 2019-2020.
- E. Art Work (Student competition)

VI. TREASURE REPORT

A.

VII. CONSENT AGENDA

A.

VIII. OTHER BUSINESS/ANNOUNCEMENTS

IX. SET NEXT MEETING

A. Next meeting, Wednesday, July 24, 2019

X. ADJOURNMENT

- A. Jennifer motions to adjourn the meeting at 7:07 PM
 - a. Robert seconds the motion.
 - b. Motion passes by general consent.
 - c. Meeting adjourned at 7:07 PM.



Mayor: Mario Garza
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Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Armandina Sesin, Director of Library

DATE: 7/2/2019

SUBJECT: San Juan Memorial Library Monthly Report.

For the month of June we had, 3,971 visitors. Out of those visitors, 1,073 were here for computer use only. The library checked out a total of 2,104 items both adult and children's. We had 404 in-house circulation items. We requested and received thirty eight (38) Interlibrary Loans (ILL). We had 90 new patrons added to our circulation system. We helped the public with an estimated 731 reference/informational questions. We had 72 fax transactions. There were 14 children's programs with an attendance of 114 people. The monthly amount deposited was \$1,269.53 both fines and fees.

Please see the attached statistical report.

During the month of June

- Attended the Directors' meetings.
- Attended the City Commission meetings.
- Went to City Hall to make the weekly money deposits for the library.
- Attended the Library Board meeting.
- Attended the Special Called meeting for the Proclamation of Sergeant Rolando Garcia on his retirement.
- Attended the PSJA Food Challenge.
- Stayed from 6:00 to 9:00 p.m. for the NCCT testing.
- Attended the HCLS monthly meeting at the Hidalgo Public Library.
- Managed the day to day operations of the San Juan Memorial Library.

Meetings to be held in July, 2019

Multipurpose Room

Planning and Zoning, July 1st & 18th

EDC Meetings, July 2nd & 16th

Summer Reading Program, July 8th thru July 26th

HR Executive Session room, July 8th

City Commission Meetings, July 9th & 23rd

Directors' Meetings, July 10th & 24th

Keep San Juan Beautiful Meeting, July 10th

End of the Summer Reading Program, July 30th

Training Room:

Computer Classes, July 2nd thru July 30th

**San Juan Memorial Library
May 2019 Statistics**

Statistics	
Total Visitors	3,134
Computer Users	897
New Patrons	81
Total Checkouts	1,163
In-House Use	222
Inter-Library Loans	25
Reference\ Informational Questions	590
FAX transactions	60
Children's Programs	13
Attendance	93

Multipurpose Room Reservations	Attendance
1st Library Board	6
2nd Planning & Zoning	10
7th EDC Meeting	15
9th EDC Special Called Meeting	20
10th Mother's Day Event	128
14th Human Resources - Executive Room	3
14th City Commission	95
16th Planning & Zoning	16
20th Directors Meeting	15
21st EDC Meeting	15
22nd San Juan Headstart Graduation	109
24th Human Resources - Executive Room	4
29th Directors Meeting	15
30th Fire Dept. Breakfast	25
30th Civil Service Meeting	10
Total	486

Training Room Reservations	Attendance
1st Spanish GED Class	6
2nd Spanish GED Class	3
6th Spanish GED Class	5
7th Spanish GED Class	2
8th Spanish GED Class	5
9th Computer Class	2
9th Spanish GED Class	5
13th Spanish GED Class	5
15th Spanish GED Class	6
16th Spanish GED Class	6
20th Spanish GED Class	6
22nd Spanish GED Class	6
29th Spanish GED Class	5
30th Spanish GED Class	10
Total	72

Checkouts	
DVDs	475
Books Juvenile	497
Books Adult	191
Total	1,163

WiFi Usage	
LibGuest	178
LibStaff	258
LibAdmin	0
Total	436

Study Room Attendance	
Study Rooms	52

Facebook Page	
Likes	18
Visitors	21

SJML Homepage	
Visitors	52,686

Deposits	
Fines	\$ 288.12
Copies	\$ 691.23
Total	\$ 979.35

Computer Classes	
Attendance	2

* Data not collected

Youth & Children's Programs/Attendance

Date	Program	Attendance
Tuesday, May 1, 2019	Toddler Time	10
Tuesday, May 2, 2019	Game Night	7
Tuesday, May 7, 2019	Story Time/Craft	8
Wednesday, May 8, 2019	Toddler Time	9
Tuesday, May 14, 2019	Story Time/Craft	6
Wednesday, May 15, 2019	Toddler Time	9
Thursday, May 16, 2019	Game Night	6
Friday, May 17, 2019	Story Time/Color	3
Saturday, May 18, 2019	Story Time/Craft	5
Tuesday, May 21, 2019	Story Time/Craft	7
Wednesday, May 22, 2019	Toddler Time	6
Thursday, May 23, 2019	Play-Doh Time	8
Friday, May 24, 2019	Story Time/ Coloring	9
Total	13	93

**San Juan Memorial Library Advisory
Board Meeting
Sign In Sheet**

DATE: June 5, 2019

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library

Board Members:

1. Maria Estella Ayala

2. Nadia Baughman

3. Iris Lara

4. Leticia Leija

5. María Alicia Navarro

6. Maria O Reyes

7. Elizabeth Saldaña

Maria E. Ayala
Nadia Baughman
Iris Lara

María A. Navarro
Maria O. Reyes

Liaison:

Commissioner Jesus "Jesse" Ramirez

Jesse Ramirez

Library Director:

Armandina A. Sesín

A. A. Sesin

Visitors:

Minutes of the Meeting of the San Juan Library Advisory Board

Date: May 1, 2019

Time: 6:00 p.m.

Place: San Juan Memorial Library

Members Present: Estella Ayala
Nadia Baughman
Iris Lara
Maria O. Reyes
Elizabeth Saldaña

Members Absent: Leticia Leija and Maria A. Navarro

Liaison: Jesus "Jesse" Ramirez

Library Director: Armandina A. Sesin

Visitors:

ORDER OF BUSINESS

I Invocation

Iris Lara led the Invocation.

II Pledge of Allegiance

Estella Ayala led the Pledge of Allegiance.

III Call Meeting to Order

Maria Reyes called the meeting to order at 6:01 p.m.

IV Roll Call

All Board Members were present with the exception of Letty Leija and Maria Navarro. Both members were excused.

V Review of Minutes

A motion to approve the minutes as corrected was made by Maria Reyes and seconded by Estella Ayala.

VI Old Business

Liaison from City Commission

Commissioner Ramirez is the Liaison from the City commission to the Library Board. He was not present because he was out of town at a meeting.

Welcome new member Nadia Baughman

Nadia Baughman was introduced as the new Library Board Member.

VII New Business

Día de los Niños/Día de los Libros

The Día de los Niños/Día de los Libros event was well attended. Close to 95 people were in attendance.

Día de las Madres

The director handed out a flyer for the Día de las Madres event to the Board members who were present. They were going to distribute these flyers to the community so that they could attend this event, which was going to take place on May 10th at 5:30 p.m.

VIII Director's Report

The library director presented her April monthly report. She mentioned about attending as a Keynote speaker to the Pace Early College High School in Brownsville for the Induction Ceremony of the new high school members to the Hispanic Honor Society. Her presentation was very successful by the comments she received from the parents, students and teachers attending this event.

IX Adjournment

A motion to adjourn was made at 6:30 p.m. by Estella Ayala and seconded by Elizabeth Saldaña. Next meeting will be Wednesday, June 5, 2019.

Leticia Leija, Chair

Iris Lara, Secretary



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Patrick Willingham, Director of Parks and Recreation
DATE: 7/2/2019
SUBJECT: Parks and Recreation Monthly Report

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

1. Working on preparing baseball fields for baseball Pony All Stars.
2. Staff addressed issues with the pavilion and prepared them for rentals.
3. Kept up with the maintenance and watering of city parks.
4. Prepared water lines for the water slides for the 4th of July Event at the park.
5. Cleaned and opened water lines to distribute water flow evenly on the wetland cell.
6. Put up banners for 4th of July Event.

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

1. Working on quotes for the 4th of July event.
2. Distributed banners for the 4th of July.
3. Put together parade line up for the 4th Of July.
4. Assisted Sanitation Department for public meeting at Reed- Mock Elementary School with the tent, chairs, and tables.

5. Acquired Street permits for the 4th of July Parade.

6. Requested and received permission to use the WOW building for the 4th of July event.

Recreation Division, this past month staff has been coordinating and organizing upcoming spring/summer events and leagues

PONY ALL STAR INVATIONALS & REGIONAL TOURNAMENTS: The City of San Juan hosted the 8U and 10U Baseball Invitational Tournaments the week of June 3 at the San Juan Sports Complex, in addition, we hosted the 10U and 12U Baseball Sectional Tournaments the week of June 17 at the San Juan Sports Complex. Advancing to the Regional Tournament for the week of June 24 is the Baseball one team in 4U, two teams 6U, two teams 8U, one team in 10U and one team in 14U; Softball one team in 10U, one team in 12U and one team in 14U.

2019 SUMMER: We are in full swing with the summer programs with summer track meets on Fridays and tennis tournaments between Fridays-Sundays. Listed below are the summer programs and number of participants per program.

<u>Program</u>	<u>2019 Summer # of Participants</u>
1. Dance	29
2. Ballet	17
3. Cheerleading	17
4. Baking	32
5. Karate	28
6. Track	199
7. Tennis	21
8. T-Ball	29
9. Soccer	30
10. Softball	30
Pitching/Hitting	
11. Archery	NA
12. Strength & Conditioning	11
13. Summer MS	
Volleyball	55
14. Theater Arts	4
	502

-

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

month.

1. Worked on the air handler upstairs at Amigos del Valle, it was not draining correctly and had to remove all the drain. L
2. Started replacing the A/C filters in the city buildings as well, we began obtaining quotes for new A/C units at the fire department.
3. Completed work on the A/C unit at Mayfield Park, it has been cooling properly. The coils were serviced as well as the air handler.
4. We worked on the Security door at the Police Department.

UPCOMING EVENTS:

- Pony Baseball All-Star regional and World Series
- July 17, Summer recital at PSJA Auditorium



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

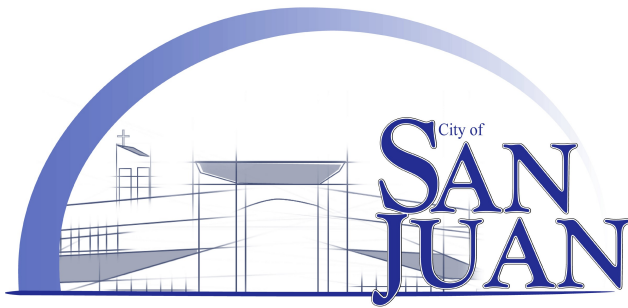
June 12, 2019

This is a summary of minutes from the June 12, 2019 San Juan Parks and Recreation Advisory Board meeting. Meeting was called to order at 6:08pm, followed by the pledge of allegiance and roll call.

There was only one item on the agenda and that was a fundraiser that board wanted to have for the summer programs. We had a brief discussion and board voted to have a chicken BBQ sale to assist with funds for our teams that will be traveling this summer. The date of July 13, 2019 was set for the day of the fundraiser. It was also decided that we would have participants from our summer programs help sell tickets for this event.

The board showed great enthusiasm is participating in such an event. The board then discussed the fundraiser some more then called for adjournment.

Next meeting is set for Tuesday July 2, 2019.



Park's Advisory Board Attendance Form

2018 - 2019

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
											26	*
Mark Alaniz											P/NQ	*
Stephanie Alvarez											A/NQ	*
Rick Martinez											P/NQ	*
Claudia Alvarado											A/NQ	*
Erica Lopez											A/NQ	*
Robert Williamson											P/NQ	*
Laura Martinez											A/NQ	*

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	2	6	25	*	21	12						
Moy Valzaldia	*	A	P	*	P	P						
Ramiro Herrera	*	P	P	*	A	P						
Rick Martinez	*	A	P	*	P	P						
Claudia Alvarado	*	P	P	*	P	P						
Erica Lopez	*	P	A	*	P	A						
Robert Williamson	*	P	A	*	A	P						
Ralph Quintanilla	*	P	P	*	A	P						

LEGEND

* - NO MEETING HELD

P - PRESENT

A - ABSENT

E - EXCUSED

R - RESIGNED

NQ - NO QUORUM

NM- NEW MEMBER

Re. REPLACED

TE - TERM EXPIRED

AO - AUTOMATICALLY OUT

LC - LIBRARY CLOSED

NOTES:



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Benjamin Arjona, City Manager

DATE: 6/27/2019

SUBJECT: Municipal Court Report.

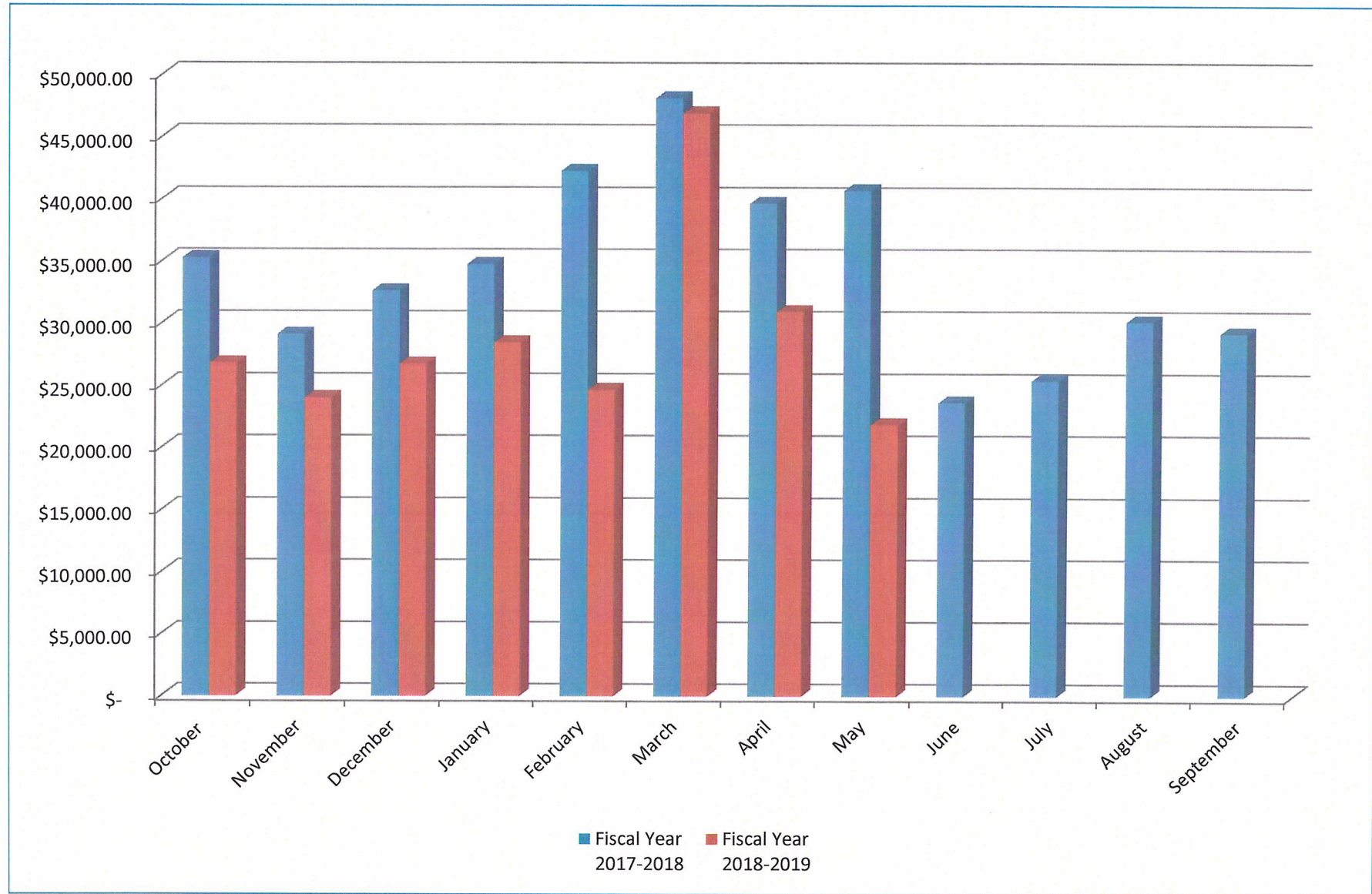
As part of your packet you have a Municipal Court Detailed Report for Fiscal Year 2017-2018. As well as Collections Report Comparison for FY 2017-2018 and FY 2018-2019. There are also break down reports for Scofflaw Collections FY 2017-2018 and FY 2018-2019, a report for deferred, pretrials and bench trials for the fiscal year, as well as a report for law enforcement and animal control.

Municipal Court Detailed Report

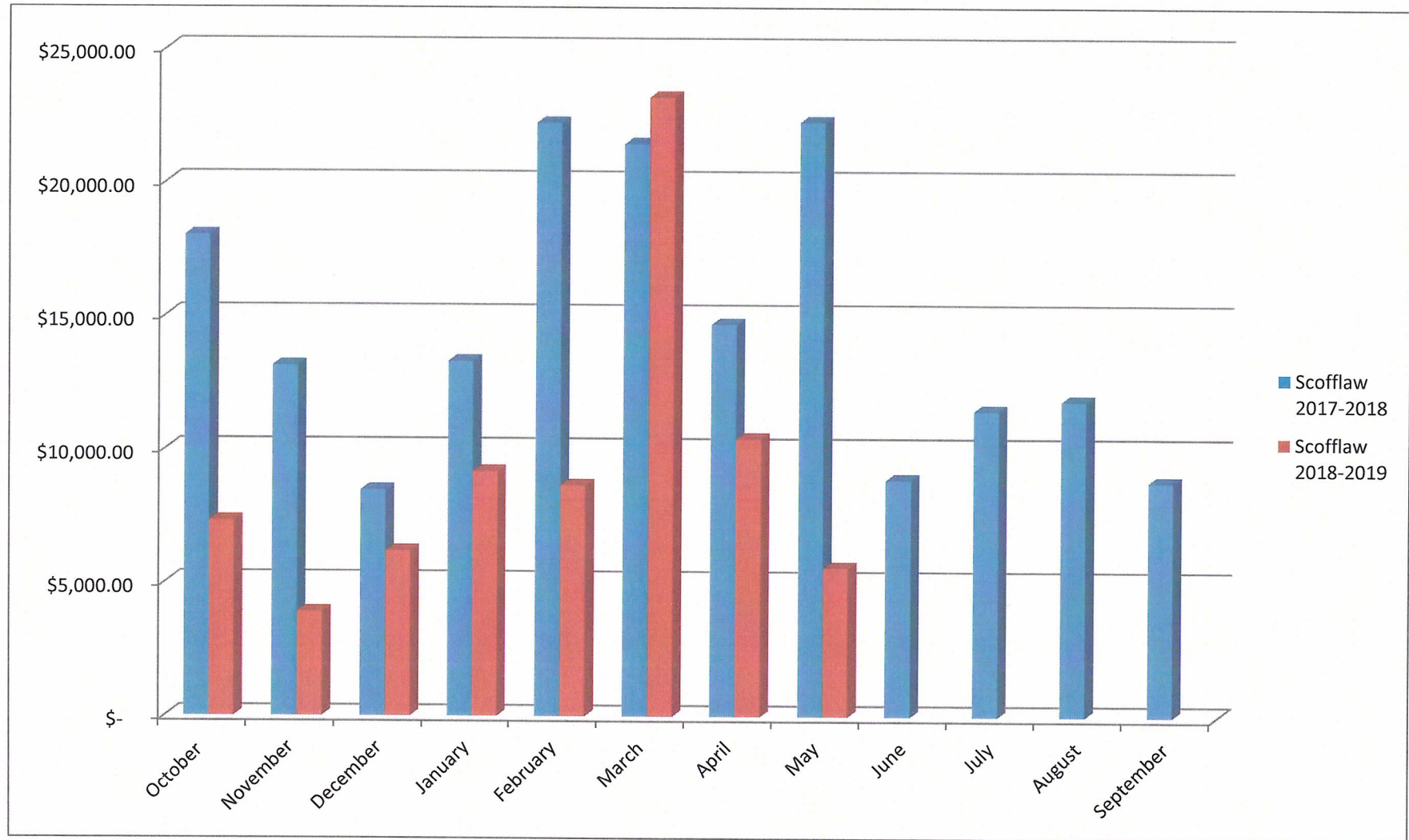
Month	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Defensive Driving	Deferred	Pre-Trials	Bench Trials	Collection Agency	Scofflaw 2017-2018	Scofflaw 2018-2019	Citations 2017-2018	Citations 2018-2019	Code Enforcement	Animal Control
October	\$ 35,252.39	\$ 26,787.41	1	14	23	6	\$ 1,318.70	\$ 18,006.75	\$ 7,329.70	166	178	0	0
November	\$ 29,108.20	\$ 24,014.90	3	10	40	0	\$ 915.60	\$ 13,116.00	\$ 3,906.25	375	282	0	0
December	\$ 32,627.36	\$ 26,738.80	16	24	7	0	\$ 596.00	\$ 8,467.55	\$ 6,193.15	214	383	0	0
January	\$ 34,750.03	\$ 28,454.55	0	3	10	0	\$ 1,804.60	\$ 13,289.83	\$ 9,167.75	98	139	0	2
February	\$ 42,272.22	\$ 24,654.78	1	17	12	20	\$ 1,612.00	\$ 22,222.25	\$ 8,658.00	96	139	0	3
March	\$ 48,106.63	\$ 46,903.14	1	10	24	31	\$ 2,707.46	\$ 21,446.28	\$ 23,205.03	239	169	0	2
April	\$ 39,647.86	\$ 30,940.15	0	4	0	6	\$ 1,392.80	\$ 14,693.50	\$ 10,407.00	117	122	2	2
May	\$ 40,723.03	\$ 21,854.18	0	9	19	0	\$ 1,040.33	\$ 22,271.37	\$ 5,572.90	262	90	0	3
June	\$ 23,643.06							\$ 8,865.60		183		1	
July	\$ 25,419.68							\$ 11,455.69		63			
August	\$ 30,140.85							\$ 11,814.40		230			
September	\$ 29,214.23							\$ 8,788.55		208			
Total	\$ 410,905.54	\$ 230,347.91	22	91	135	63	\$ 11,387.49	\$ 174,437.77	\$ 74,439.78	2251	1502	3	12

2019	Judge Perez	Judge Hernandez	Judge Zambrano
January	34	19	1
February	13	12	18
March	9	16	6
April	17	11	10
May	7	9	20
Total	80	67	55

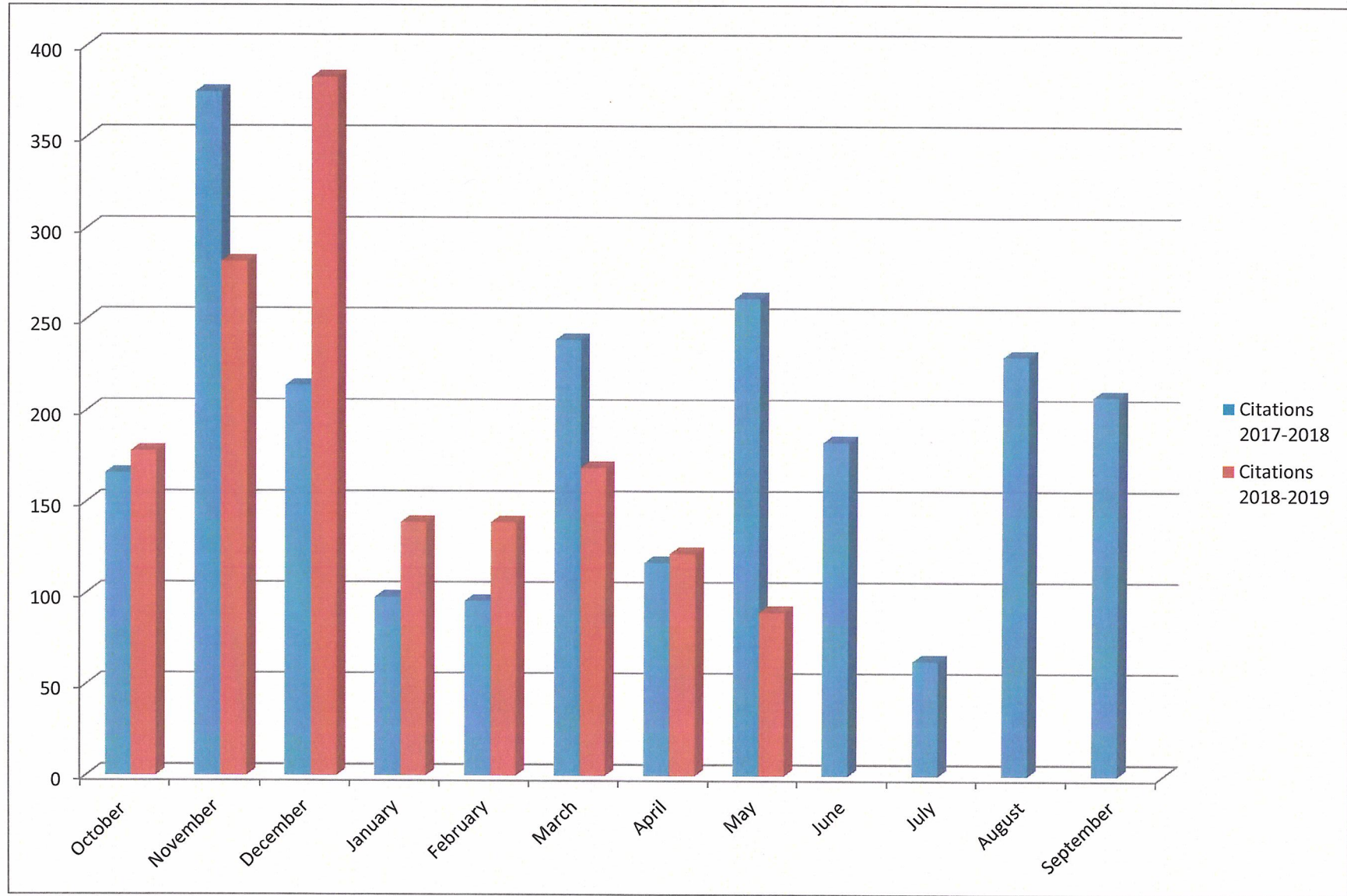
Collections by Fiscal Year 2017-2018, 2018-2019



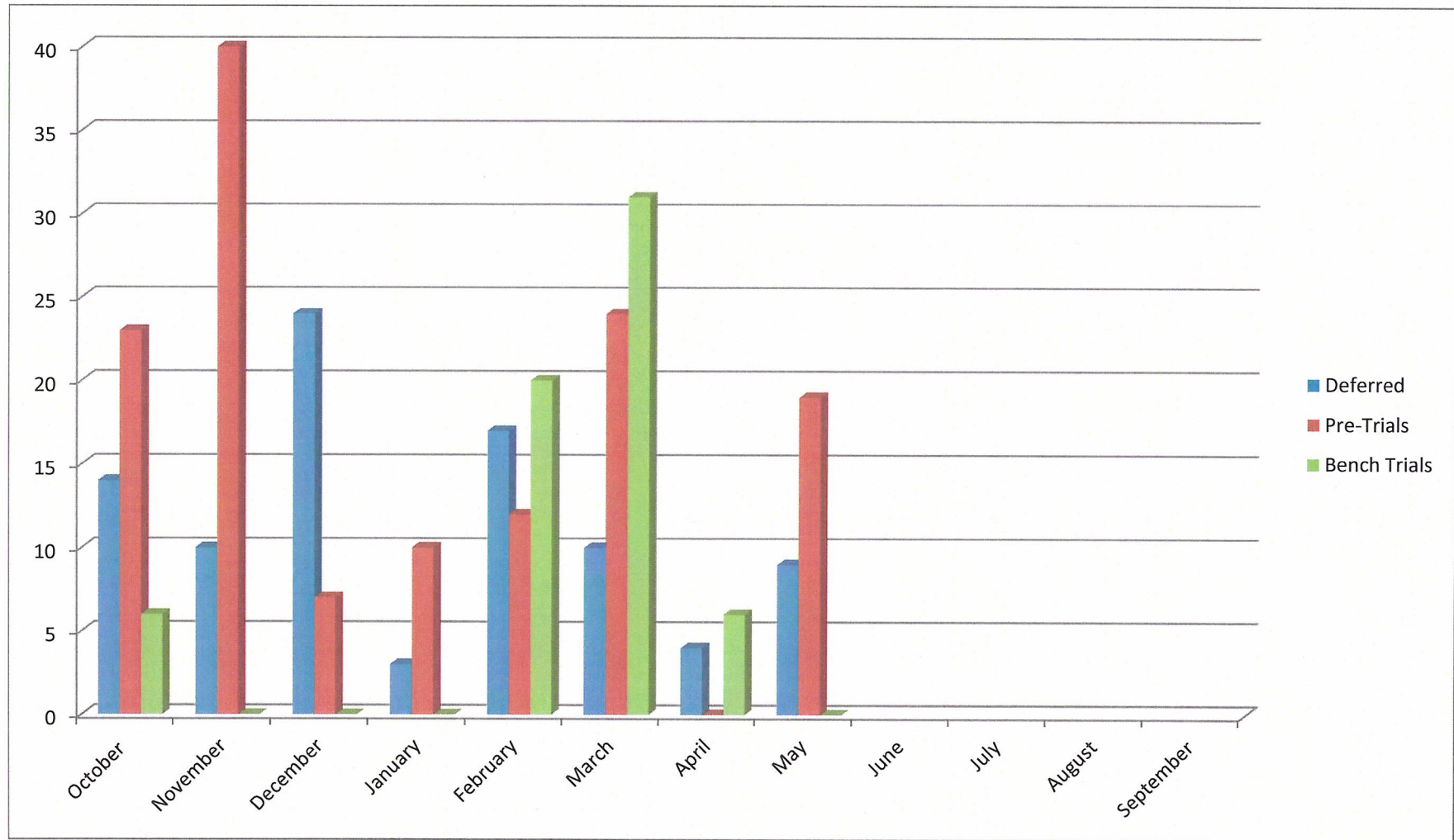
Scofflaw Collections by Fiscal Year 2017-2018, 2018-2019



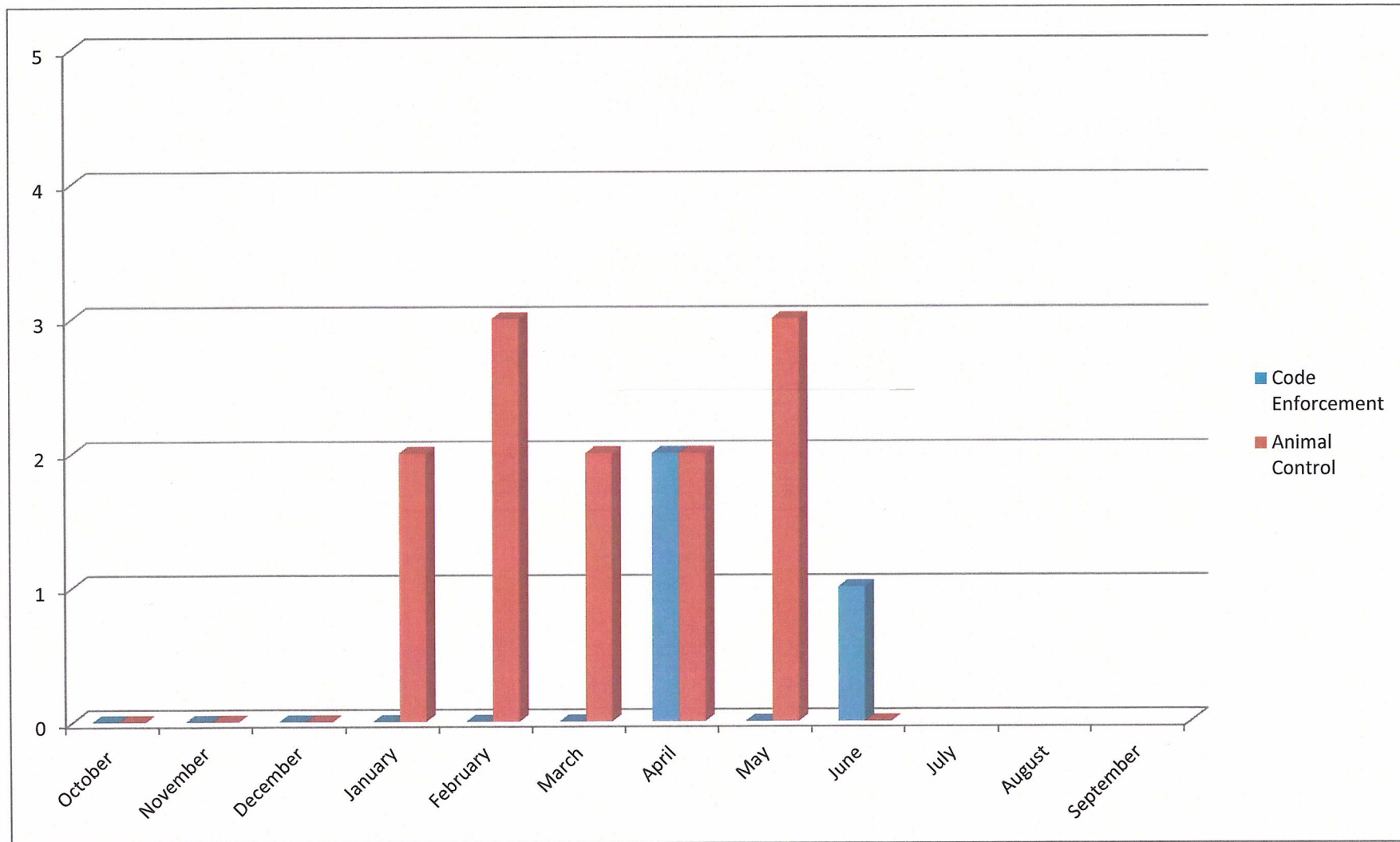
Citations issued by Fiscal Year 2017-2018, 2018-2019



Deferred, Pre-Trials, Bench Trials



Code Enforcement & Animal Control Hearings





FREE

july
13th
10am-2pm

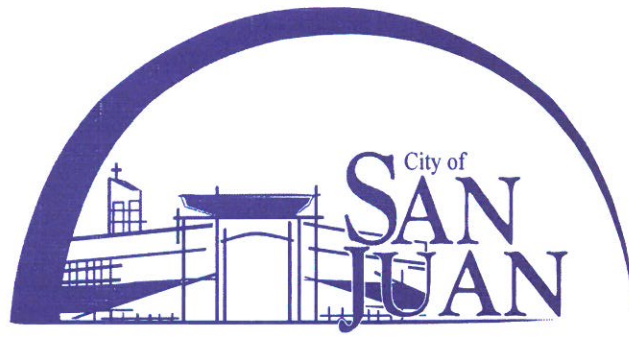
Wilderness ESCAPE

Includes: food,
door prizes, games,
bible camp
ages 6-14yrs.

Collaboration by:



**301 E Hall
Acres Rd
San Juan Tx
78589**



Proclamation

Angela Yvette Huerta, “Miss South Texas Teen”

- Whereas,** the San Juan Community Lions Club is a non-profit city-based organization that was formed in February 20, 2016 by a group of individuals interested in giving back to the less fortunate citizens of San Juan, and
- Whereas,** the Club saw the need to establish a beauty pageant so that the young queens in San Juan will have an opportunity to become role models, help build character, self-esteem and to make history in the community, and
- Whereas,** on October 2018 a new royal court was selected to represent the City of San Juan were Angela Yvette Huerta was crowned Miss San Juan 2019 ; and
- Whereas,** the Commission and residents of the City of San Juan want to congratulate Angela Yvette Huerta on the winning of the South Texas Crown; and
- Whereas,** the San Juan community will be represented by Miss San Juan at the Miss Teen Texas competition in November 29th in Houston, Texas; and
- Whereas,** the reigning queen has the great responsibility to represent not only the City of San Juan, but the South Texas region; and
- Whereas,** the San Juan City Commission is proud to have a San Juan native to represent the Rio Grande Valley in the state category of Miss Teen Texas.

Now, Therefore Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with **Mayor Pro-Tempore Leonardo “Lenny” Sanchez, Commissioner Jesus “Jesse” Ramirez, Commissioner Ernesto “Neto” Guajardo, and Commissioner Marco “Markie” Villegas** hereby issue this 9th day of July, 2019 this Proclamation to Miss South Texas Teen, Angela Yvette Huerta.

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Hold a Public Hearing to Solicit Input from Interested Parties on the City's Proposed Program Amendment to its Urban County Program Year 30 (2017).

STAFF COMMENTS AND RECOMMENDATIONS:

In compliance with the Community Development Block Grant (CDBG) requirements, the City of San Juan will conduct a Public Hearing to solicit input from interested parties on the City's proposed program amendment to its Urban County Program Year 30 (2017).

The remaining budget for the Street Improvements Project is \$ 44,701.98. The proposed amendment will include the 2018 Street Improvements in order to expend surplus available. The proposed project to be incorporated is the already environmentally cleared San Juan 2018 Street Improvements Project.

RECOMMENDATION:

Conduct the Public Hearing as Recommended.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

PUBLIC HEARING NOTICE / AUDENCIA PUBLICA

CITY OF SAN JUAN / CIUDAD DE SAN JUAN

PROGRAM AMENDMENT / ENMIENDA AL PROGRAMA

In compliance with the Community Development Block Grant (CDBG) requirements, the City of San Juan will conduct a Public Hearing to solicit input from interested parties on the City’s proposed program amendment to its Urban County Program Year 30 (2017).

En conformidad con los requisitos del Programa del Desarrollo Comunitario de Concesion de bloque (CDBG), La Ciudad de San Juan llevará acabo una audiencia pública para solicitar la opinión de aquellos interesados en la enmienda del Programa Urbano del Condado Hidalgo del año de financiamiento 30 (2017).

The Public Hearing will be held on Tuesday, July 9, 2019 at 6:00 P.M. at the City of San Juan– City Hall 709 S. Nebraska Ave., San Juan, Texas 78589.

La Audiencia Pública se llevará a cabo el martes, 9 de julio del 2019 a las 6:00 PM en la oficina de la ciudad de San Juan ubicada en 709 S. Nebraska Ave., San Juan, Texas 78589.

<u>Existing Budget</u>	<u>Year/ Activities</u>	<u>Proposed Budget</u>
<u>Presupuesto existente</u>	<u>Año / Actividad</u>	<u>Propuesta de Presupuesto</u>
\$ 44,701.98	2017 Street Improvements /Mejoras de Calles	\$ 44,701.98

The proposed amendment will INCLUDE the 2018 Street Improvements Project in order to expend surplus funds available. The proposed project to be incorporated is the already environmentally cleared San Juan 2018 Street Improvements Project.

La enmienda propuesta incluirá el proyecto de mejoras de la calle del año 2018 para utilizar los fondos excedentes disponibles. El proyecto propuesto que se incorporará es el proyecto de mejoras de la calle de San Juan 2018, ya aprobado por el medio ambiente.

It is the objective of Hidalgo County to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. Persons with disabilities/handicapped, non-English speaking, or limited English proficiency (LEP) who may require an interpreter shall be provided upon request by calling (956) 787-8127 at least three (3) days in advance. Persons who are deaf, hard-of-hearing, deaf-blind or speech-disabled may use Relay Texas at (800) 735-2989 to call the Hidalgo County Urban County Program (UCP) and request arrangements in order to participate in the citizen participation process. Hidalgo County Urban County Program does not discriminate on the basis of disability status in the admission of, or access to, or treatment in its federally assisted programs or activities.

For more information, please contact the San Juan City Hall at (956) 223-2200. Written comments may be forwarded to:

Mayor Mario Garza
709 S. Nebraska Ave.
San Juan, Texas 78589

Es el objetivo del Condado de Hidalgo para cumplir con la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada, los Americanos con Discapacidades de la Ley de barreras arquitectónicas (ADA) de 1990 y la Ley ADA Enmienda de 2008, la Ley de Equidad de Vivienda, y Con todo respeto. Las personas con discapacidades / minusválidos, que no hablan inglés o con un dominio limitado del inglés (LEP) que pueden requerir un intérprete se les proporcionarán previa solicitud llamando al (956) 787-8127 por lo menos con tres (3) días de anticipación. Las personas sordas, con problemas de audición, sordo-ciegos o del habla discapacitados pueden utilizar Relay Texas al (800) 735-2989 para llamar al Programa del Condado de Hidalgo Condado Urbano (UCP) y los arreglos de solicitud con el fin de participar en el ciudadano proceso de participación. El Programa Urbano del Condado de Hidalgo no discrimina en base al estado de discapacidad en la admisión, el acceso o el tratamiento en sus programas o actividades con asistencia federal.

Para obtener más información, comuníquese con la oficina de la ciudad de San Juan al (956) 223-2200. Los comentarios escritos pueden ser enviados a:

Alcalde: Mario Garza
709 S. Nebraska Ave.
San Juan, Texas 78589

Published On: June 5, 2019
Publicada: Dia 5 de Junio del 2019



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at Taqueria El Infiernito, located at 205 W. Nolana Avenue, Suites 1-2, legally described as Lot 1, San Juan Plaza Subdivision, as Requested by Little Hell Taco, LLC.

STAFF COMMENTS AND RECOMMENDATIONS:

Little Hell Taco, LLC. is applying for a conditional use permit for the sale of alcoholic beverages (wine and beer) for on-premise consumption at “Taqueria El Infiernito” located at the new commercial plaza in front of Delia’s Tamales, along West Nolana Avenue. The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements.

The proposed days and hours of operation are Sunday thru Thursday from 12:00 p.m. to 11:00 p.m., Friday and Saturday from 12:00 p.m. to 12:00 a.m.

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Taqueria El Infiernito”

APPLICANT: Little Hell Taco, LLC.

SURVEYOR/ENGINEER: N/A

LEGAL: Lot 1, San Juan Plaza Subdivision

LOCATION: 205 W. Nolana Avenue, Suites 1 - 2

EXISTING ZONING: General Business District (C-2)

**EXISTING LAND USE/
ADJACENT ZONING:** North – Commercial; General Business District (C-2)
South – Vacant; Multi-Family Residence District (R-MF) / Single-Family Residence District (R-S)
East – Vacant; General Business District (C-2)
West – Residential; General Business District (C-2)

ACCESS AND CIRCULATION: This property has access to Nolana Avenue.

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

RECOMMENDATION: Staff recommends approval subject to the list of requirements.

EVALUATION AND CONDITIONS FOR APPROVAL

Little Hell Taco, LLC. is applying for a conditional use permit for the sale of alcoholic beverages (wine and beer) for on-premise consumption at “Taqueria El Infiernito” located at the new commercial plaza in front of Delia’s Tamales, along West Nolana Avenue. The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements.

The proposed days and hours of operation are Sunday thru Thursday from 12:00 p.m. to 11:00 p.m., Friday and Saturday from 12:00 p.m. to 12:00 a.m.

The following are the list of requirements:

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 businesses 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 business must comply with the City’s *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
11. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.

**CONDITIONAL USE PERMIT
"TAQUERIA EL INFIERNITO"
JULY 9, 2019**

PAGE 3

12. 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 eight (8) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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

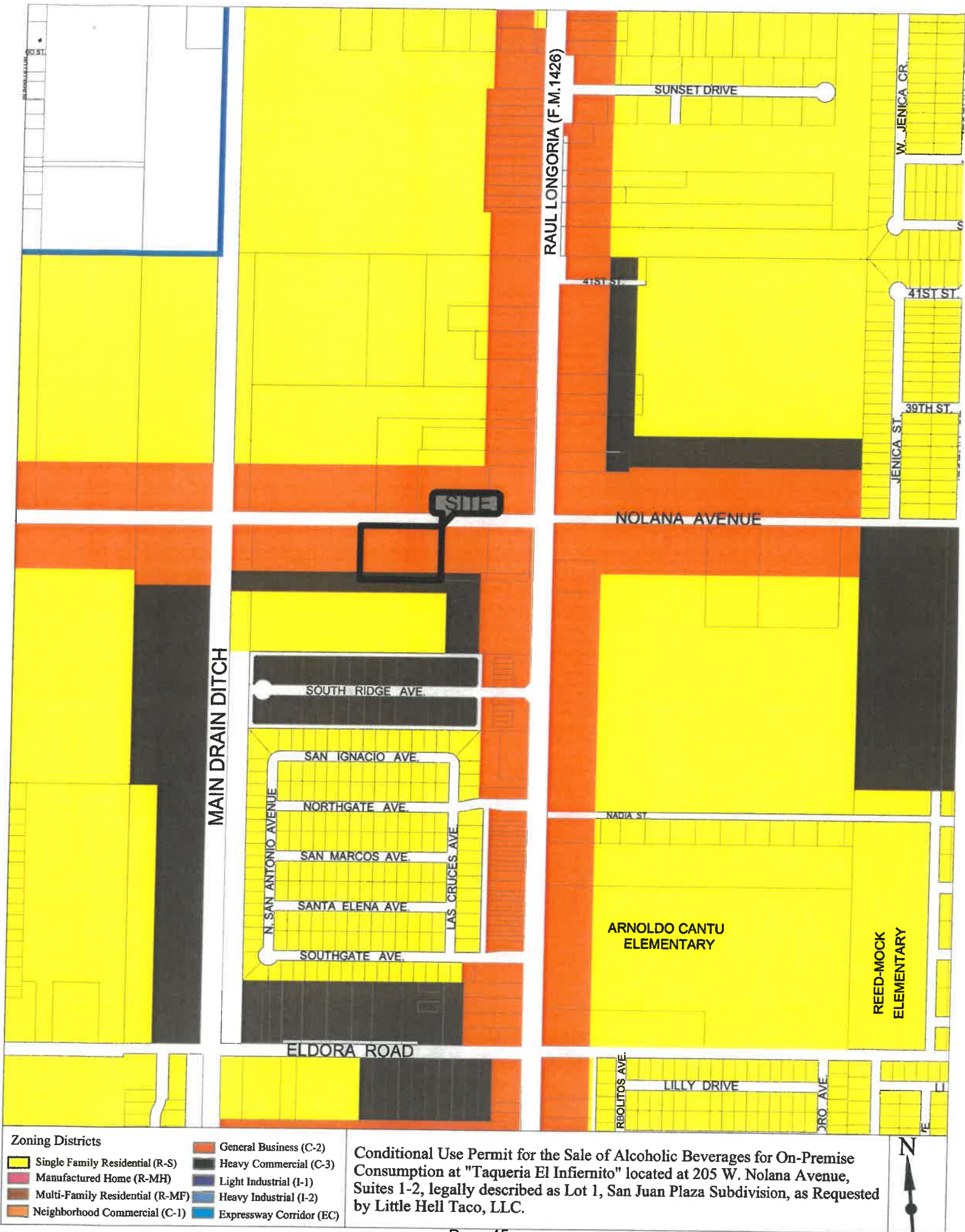


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Taqueria El Infiernito" located at 205 W. Nolana Avenue, Suites 1-2, legally described as Lot 1, San Juan Plaza Subdivision, as Requested by Little Hell Taco, LLC.





AFFIDAVIT

June 11, 2019

To whom it may concern:

I, **Little Hell Taco, LLC.** am requesting a Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at **"El Infiernito Taqueria"** located at **205 W. Nolana Avenue, Suites 1-2, San Juan, TX**, legally described as **Lot 1, San Juan Plaza Subdivision.**

The sale of alcohol will be:

Monday from 12:00 p.m. to 11:00 p.m.

Tuesday from 12:00 p.m. to 11:00 p.m.

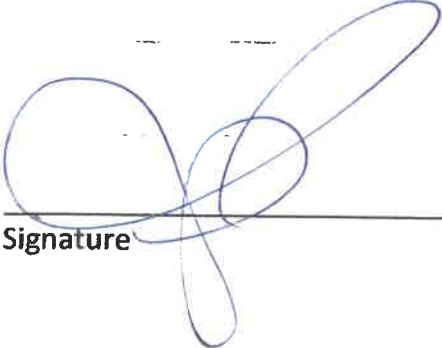
Wednesday from 12:00 p.m. to 11:00 p.m.

Thursday from 12:00 p.m. to 11:00 p.m.

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

Saturday from 12:00 p.m. to 12:00 a.m.

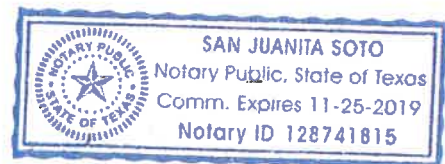
Sunday from 12:00 p.m. to 11:00 p.m.



Signature



Notary Public



Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Taqueria El Infiernito" located at 205 W. Nolana Avenue, Suites 1-2, legally described as Lot 1, San Juan Plaza Subdivision, as Requested Little Hell Ta LLC.

Monarca Investments Group LTD.

105 W. Utility Dr.

Pharr, TX 78577

Villescas, Maribel

111 W. Nolana Avenue

San Juan, TX 78589

Perez, Heriberto Jr.

1013 Vanessa Avenue

McAllen, TX 78503

Garza, Carolina Cantu

3602 N. Raul Longoria Road

San Juan, TX 78589

SSP Partners

8111 Westchester Dr. Suite #600

Dallas, TX 75225-6142

Chavez, Felix Jr.

6501 S. Cage Blvd.

Pharr, TX 78577

Lubin Properties, LLC.

P.O. Box 2978

McAllen, TX 78502

Garza Leasing

P.O. Box 658

San Juan, TX 78589

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Taqueria El Infiernito” located at 205 W. Nolana Avenue, Suites 1-2, legally described as Lot 1, San Juan Plaza Subdivision, as Requested by Little Hell Taco, LLC.



Proposed Site

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES (WINE AND BEER) FOR ON-PREMISE CONSUMPTION AT “TAQUERIA EL INFIERNITO” LOCATED AT 205 W. NOLANA AVENUE, SUITES 1-2, LEGALLY DESCRIBED AS LOT 1, SAN JUAN PLAZA 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, Little Hell Taco, LLC. 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 “Taqueria El Infiernito”.

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 Little Hell Taco, LLC. has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Taqueria El Infiernito” located at 205 W. Nolana Avenue, Suites 1-2, 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 businesses 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 business must comply with the City's *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
11. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
12. 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 9th day of July, 2019.

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

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed Cavazos Drive-Thru located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision, as Requested by Antonio Cavazos.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Cavazos is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at “Cavazos Drive-Thru” formally known as Vi-kinis Drive-Thru. He is taking over the business that was originally open in the year of 2011.

The proposed days and hours of operation are Sunday thru Thursday from 12:00 p.m. to 10:00 p.m., Friday 12:00 p.m. to 12:00 a.m. and Saturday from 12:00 p.m. to 1:00 a.m.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to ten (10) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Cavazos Drive-Thru”
APPLICANT:	Antonio Cavazos
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 11, Plazita Piedra Grande Subdivision
LOCATION:	4202 N. Raul Longoria Road
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Vacant; General Business District (C-2) <u>South</u> – Residential; General Business District (C-2) <u>East</u> – Residential; General Business District (C-2) <u>West</u> – Vacant; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access onto Raul Longoria Road.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to comply with the list of requirements attached in the packet.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Cavazos is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at “Cavazos Drive-Thru” formally known as Vi-kinis Drive-Thru. He is taking over the business that was originally open in the year of 2011.

The proposed days and hours of operation are Sunday thru Thursday from 12:00 p.m. to 10:00 p.m., Friday 12:00 p.m. to 12:00 a.m. and Saturday from 12:00 p.m. to 1:00 a.m.

The following are the list of requirements:

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 businesses 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 business must comply with the City’s *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
11. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
12. There shall be no smoking inside the premises at any time.

**CONDITIONAL USE PERMIT
“CAVAZOS DRIVE-THRU”
JULY 9, 2019**

PAGE 3

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to ten (10) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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

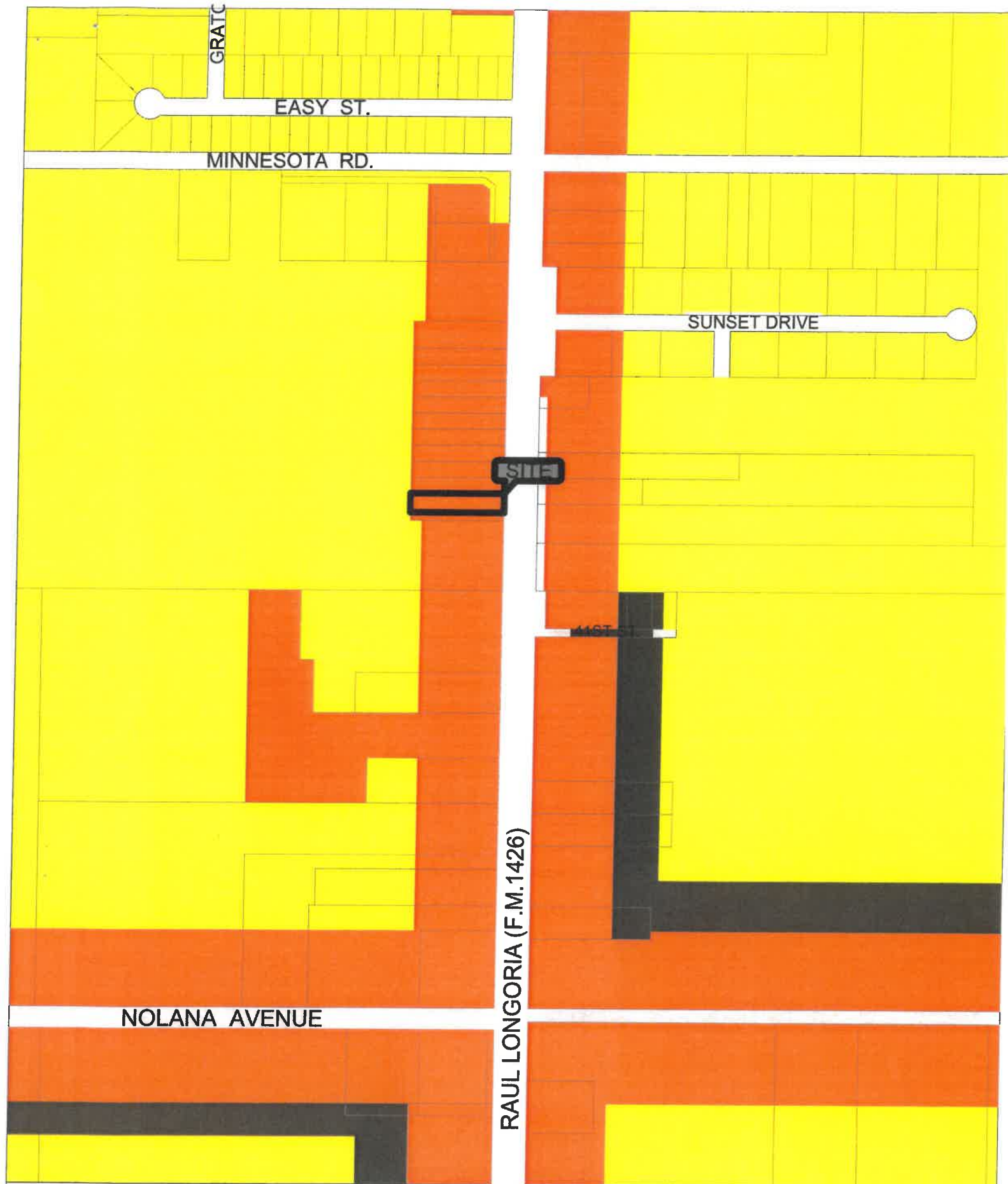


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed "Cavazos Drive-Thru" located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision as Requested by Antonio Cavazos.





Zoning Districts

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

Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed "Cavazos Drive-Thru" located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision as Requested by Antonio Cavazos.



AFFIDAVIT

June 13, 2019

To whom it may concern:

I, **Antonio Cavazos** am requesting a Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption and Mixed Beverages Permit at "**Cavazos Drive-Thru**" located at **4202 N. Raul Longoria Road, San Juan, TX**, legally described as **Lot 11, Plazita Piedra Grande Subdivision.**

The sale of alcohol will be:

Monday from **12:00 p.m. to 10:00 p.m.**

Tuesday from **12:00 p.m. to 10:00 p.m.**

Wednesday from **12:00 p.m. to 10:00 p.m.**

Thursday from **12:00 p.m. to 10:00 p.m.**

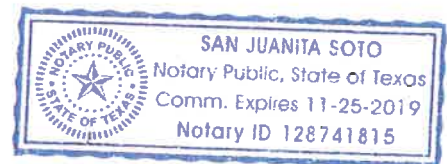
Friday from **12:00 p.m. to 12:00 a.m.**

Saturday from **12:00 p.m. to 1:00 a.m.**

Sunday from **12:00 p.m. to 10:00 p.m.**

alc C.
Signature

San Juan Soto
Notary Public



Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed "Cavazos Drive Thru" located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision, as Requested by Antonio Cavazos.

Cavazos, Antonio
1933 S. 36th Street
McAllen, TX 78503

Carranza Development LLC.
2318 Supreme Dr.
Edinburg, TX 78542-0091

Enriquez, Elias and Enedina
P.O. Box 956
San Juan, TX 78589

Garza Leasing
P.O. Box 685
San Juan, TX 78589-0658

Casas, Rueben Juan
110 W. Thelma St.
San Juan, TX 78589

Rodriguez, Edgar
119 W. Thelma St.
San Juan, TX 78589

Mora, Roberto Jr.
P.O. Box 1921
San Juan, TX 78589-1921

Rodriguez, Humberto A.
459 W. Harris Avenue
Raymondville, TX 78580

Vallejo, Jose and Rosalva
4207 N. Raul Longoria Road Apt 2
San Juan, TX 78589-3730

Padron, Alma Rosa
4303 N. Raul Longoria Road
San Juan, TX 78589

- Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at the proposed “Cavazos Drive-Thru” located at 4202 N. Raul Longoria Road, legally described as Lot 11, Plazita Piedra Grande Subdivision, as Requested by Antonio Cavazos.



Proposed Site

ORDINANCE NO.

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE
SALE OF ALCOHOLIC BEVERAGES (WINE AND BEER) FOR OFF-
PREMISE CONSUMPTION AT THE “CAVAZOS DRIVE-THRU”
LOCATED AT 4202 N. RAUL LONGORIA ROAD, LEGALLY DESCRIBED
AS LOT 11, PLAZITA PIEDRA GRANDE 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, Antonio Cavazos 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 “Cavazos Drive-Thru”.

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 Cavazos Drive-Thru has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Cavazos Drive-Thru” located at 4202 N. Raul Longoria Road, 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 businesses 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 business must comply with the City's *Security Cameras Ordinance*.
10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.
11. Owner agrees to abide by the hours of operation as submitted by the enclosed affidavit.
12. 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 9th day of July, 2019.

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

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Hold a Public Hearing for the Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Guajardo is applying for a conditional use permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1). He is proposing to build an apartment complex in his property. If the conditional use permit is approved by the City Commission, the property owner will be required to properly subdivide the property in order to do any improvements to the site. The surrounding zonings consist of residential and commercial uses.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-nine (29) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1).

APPLICANT: Ramon Guajardo

SURVEYOR/ENGINEER: N/A

LEGAL: The West 130 feet of the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision

LOCATION: Located at the Southwest corner of FM 495 and Hooper Avenue

EXISTING ZONING: Neighborhood Commercial District (C-1)

**EXISTING LAND USE/
ADJACENT ZONING:** North – Institutional; General Business District (C-2)
South – Residential; Manufactured Home District (R-MH)
East – Commercial; Neighborhood Commercial District (C-1)
West – Vacant; General Business District (R-S)

ACCESS AND CIRCULATION: This property has access onto FM 495 and Hooper Avenue.

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

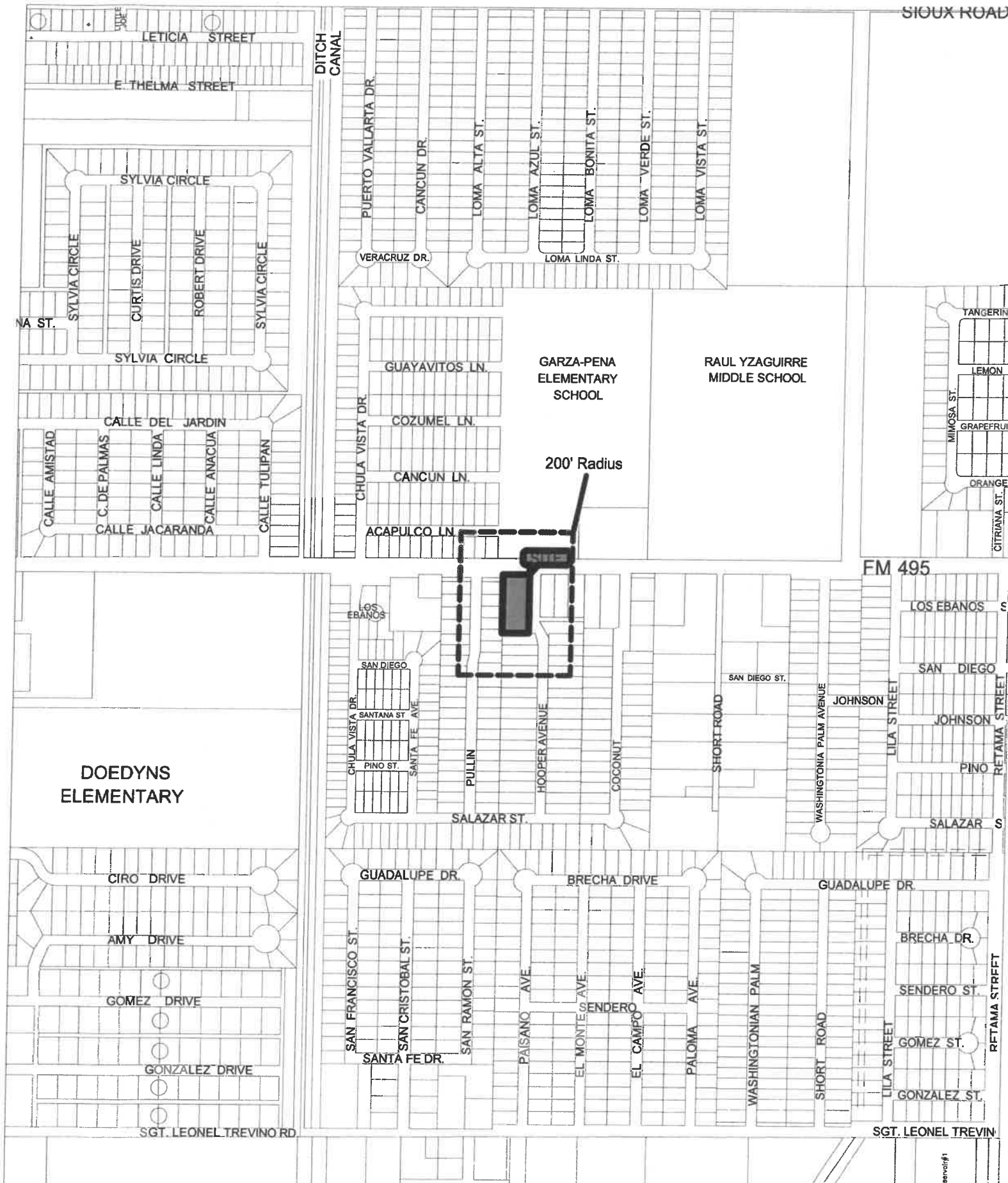
EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Guajardo is applying for a conditional use permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1). He is proposing to build an apartment complex in his property. If the conditional use permit is approved by the City Commission, the property owner will be required to properly subdivide the property in order to do any improvements to the site. The surrounding zonings consist of residential and commercial uses.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-nine (29) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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



Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of a the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.





Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of a the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.





- Zoning Districts**
- Single Family Residential (R-S)
 - Neighborhood Commercial (C-1)
 - Multi-Family Residential (R-MF)
 - Expressway Corridor (EC)
 - General Business (C-2)
 - Heavy Commercial (C-3)
 - Light Industrial (I-1)
 - Heavy Industrial (I-2)

Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of a the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.



SECTION 4.00: (C-1) NEIGHBORHOOD COMMERCIAL DISTRICT:

- (a) Generally recognized retail businesses which supply commodities on the premises primarily for persons residing in adjacent residential areas, such as groceries, meats, dairy products, baked goods, clothing and notions, or hardware and similar uses;
- (b) Personal services establishments which perform services on the premises such as repair shops (watches, radios, T.V., shoes, etc.), tailor shops, beauty parlors or barbershops, photographic studios and self-service laundries; and similar uses but not including automotive or other repair services and armature repair services;
- (c) Dry-cleaning establishments or pickup stations dealing directly with the consumers. Central dry-cleaning plants servicing more than one retail outlet are not permitted;
- (d) Business establishments which perform services on the premises such as banks, loan companies, insurance and real estate offices;
- (e) Personal services including the following: Outpatient medical clinics, offices of doctors, dentists, osteopaths and similar or allied professions;
- (f) On-premises signs, including those that are animated or illuminated;
- (g) Commercial parking lots; or
- (h) Other uses similar to the above.

SECTION 4.01: CONDITIONAL USES (REQUIRE "CONDITIONAL" USE PERMITS):

- (a) All R-MF uses including conditional uses, except manufactured homes; (Multi-Family Residence)
- (b) Gasoline service stations or retail outlets where gasoline products are sold;
- (c) Drive-in business establishments serving nearby residences which are so developed that its retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles, rather than within a building or structure, including drive-in restaurants;
- (d) Restaurants or bars in accordance with the adopted policies of the City, provided the site is not larger than four acres and that access be provided from a collector or larger street;
- (e) Planned neighborhood convenience centers, including any or all of the above permitted or conditional uses, provided the site is not larger than four (4.0) acres and that access to such center be from a designated collector or larger street;
- (f) Accessory structures and uses customarily incidental to the above permitted uses;
- (g) Portable buildings that meet applicable conditions (See [Art. VIII Section 8.00\(c\)](#))[.]

SECTION 4.02: REQUIRED CONDITIONS:

- (a) All business establishments shall be retail service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail prices on premises where produced;
- (b) All businesses, servicing or processing shall be conducted within a completely enclosed building (except for off-street parking or loading) excluding drive-in businesses or gasoline service stations or retail outlets where gasoline products are sold;

Conditional Use Permit to allow Multi-family Residence District (R-MF) uses in a Neighborhood Commercial District (C) in a property legally described as the West 130 feet of the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo La and Sugar Company Subdivision, located at Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.

Guajardo, Ramon and Elizabeth Gutierrez
912 E. Sioux Road
San Juan, TX 78589

Alanis, Baltazar
26 West Rios Cove
Roma, TX 78584-8065

Hermosillo, Antonio and Maria G.
1605 Hooper St.
San Juan, TX 78589

Tistan, Evengelina
P.O. Box 217
Fairview, OR 97024-0217

De Hoyos, Jose and Rosa Bertha
1508 Pullin Avenue
San Juan, TX 78589

Noyala, Jose Alberto Jr.
1607 Hooper St.
San Juan, TX 78589

Castaneda, Maria Hermosillo
Marco A. Hermosillo Martinez
1605 Hooper St.
San Juan, TX 78589

Mahorney, Larry J. and Evila
6320 Robert Michaels St.
Mission, TX 78574-5166

Perales, Magdaleno and Irma
1609 Hooper St.
San Juan, TX 78589

Banda, Alexis
1602 Hooper St.
San Juan, TX 78589

Martinez, Mario Armando
1602 Pullin Avenue
San Juan, TX 78589

Esquivel, Margarito and Elma
1333 N. Tower Rd.
Alamo, TX 78516

Tamez, Carlos
1600 Hooper St.
San Juan, TX 78589

Cavazos, Purisima and Antonio
1604 Pullin Avenue
San Juan, TX 78589

Saldivar, Priscilla
Martin Martinez and John Soto
508 E. FM 495
San Juan, TX 78589

Tarver, Nyssa
2209 Bobby K. Marks Dr. Apt #53
Huntsville, TX 77340-5958

Espinoza, Guillermo
1606 Pullin Avenue
San Juan, TX 78589

Garza, Jesus and Olga
104 Cardinal St.
San Juan, TX 78589

Cardenas, Olivia
1511 Pullin Avenue
San Juan, TX 78589

Limas, Victor G.
1608 Pullin Avenue
San Juan, TX 78589

Garcia, Maria Marta
416 Acapulco Ln.
San Juan, TX 78589

Barajas, Joaquin F.
1319 Pullin Avenue
San Juan, TX 78589

Rivera, Jesus Angel
1610 Pullin Avenue
San Juan, TX 78589

Ceballos, Dan
1023 N. 23rd Street
McAllen, TX 78501-7451

Cantu, Maria E. and Jorge Garza
1603 Pullin Avenue
San Juan, TX 78589

Ramos, Alfredo and Francisca
1601 Hooper St.
San Juan, TX 78589

Puente, Norma S.
422 Acapulco Ln.
San Juan, TX 78589

Pharr-San Juan-Alamo ISD
601 E. Kelly Avenue
Pharr, TX 78577

Montelongo, Armando & Miriam
1603 Hooper St.
San Juan, TX 78589

Conditional Use Permit to allow Multi-family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) in a property legally described as the West 130 feet of the East 374 feet of the North 300 feet of Lot 9, Block 39, Alamo Land and Sugar Company Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Ramon Guajardo.



Proposed Site

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW MULTI-FAMILY RESIDENCE DISTRICT (R-MF) USES IN A NEIGHBORHOOD COMMERCIAL DISTRICT (C-1) IN A PROPERTY LEGALLY DESCRIBED AS THE WEST 130 FEET OF THE EAST 374 FEET OF THE NORTH 300 FEET OF LOT 9, BLOCK 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, LOCATED AT THE SOUTHWEST CORNER OF FM 495 AND HOOPER AVENUE, 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, Ramon Guajardo has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1).

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 Ramon Guajardo has applied for a Conditional Use Permit to allow Multi-Family Residence District (R-MF) uses in a Neighborhood Commercial District (C-1) located at the Southwest corner of FM 495 and Hooper Avenue subject to the following conditions:

1. Owner will be required to properly subdivide the property in order to do any improvements to the site.
2. Site Plan will be approved by the Planning Department before to do any improvements to the site.

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 9th day of July, 2019.

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

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Hold a Public Hearing for the Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd Street, as Requested by Enrique Escalante.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Escalante, the applicant, is proposing to rezone 0.66 acre tract property from Multi-Family Residence District (R-MF) to General Business District (C-2) in order to build a mechanic shop to serve the car lot that the applicant owns adjacent to this property. If the zone change is approved by the City Commission, the property owner will be required to apply for a conditional use permit as per Zoning Ordinance, Section 5.00.

It is noted that the property was rezoned from Single-Family to Multi-Family District back in 2012 when they were proposing a duplex in the property.

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

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission unanimously recommended approval of the Rezoning Request with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2)
APPLICANT:	Enrique Escalante
SURVEYOR/ENGINEER:	N/A
LEGAL:	The West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision
LOCATION:	512 E. 2 nd Street Located at the Northwest corner of Stewart Road and 2 nd Street
EXISTING ZONING:	Multi-Family Residence District (R-MF)
PROPOSED ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Vacant; Expressway Corridor District <u>South</u> – Residential; Neighborhood Commercial District (C-1) <u>East</u> – Commercial; General Business District (C-2) <u>West</u> – Church; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access onto 2 nd Street.
PUBLIC SERVICES:	Water and sewer services will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the rezoning request.

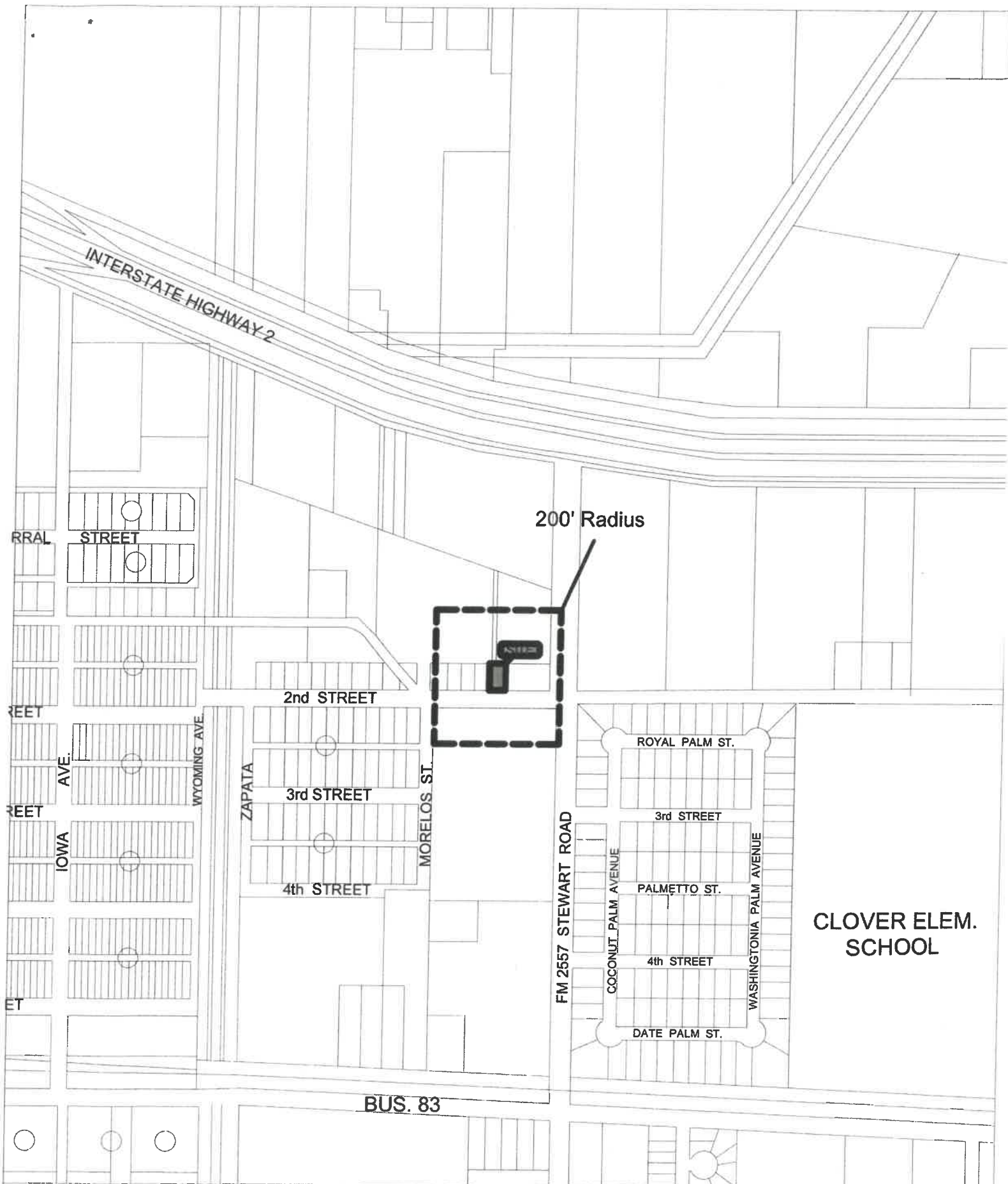
EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Escalante, the applicant, is proposing to rezone 0.66 acre tract property from Multi-Family Residence District (R-MF) to General Business District (C-2) in order to build a mechanic shop to serve the car lot that the applicant owns adjacent to this property. If the zone change is approved by the City Commission, the property owner will be required to apply for a conditional use permit as per Zoning Ordinance, Section 5.00.

It is noted that the property was rezoned from Single-Family to Multi-Family District back in 2012 when they were proposing a duplex in the property.

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

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



Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd street, as Requested by Enrique Escalante.





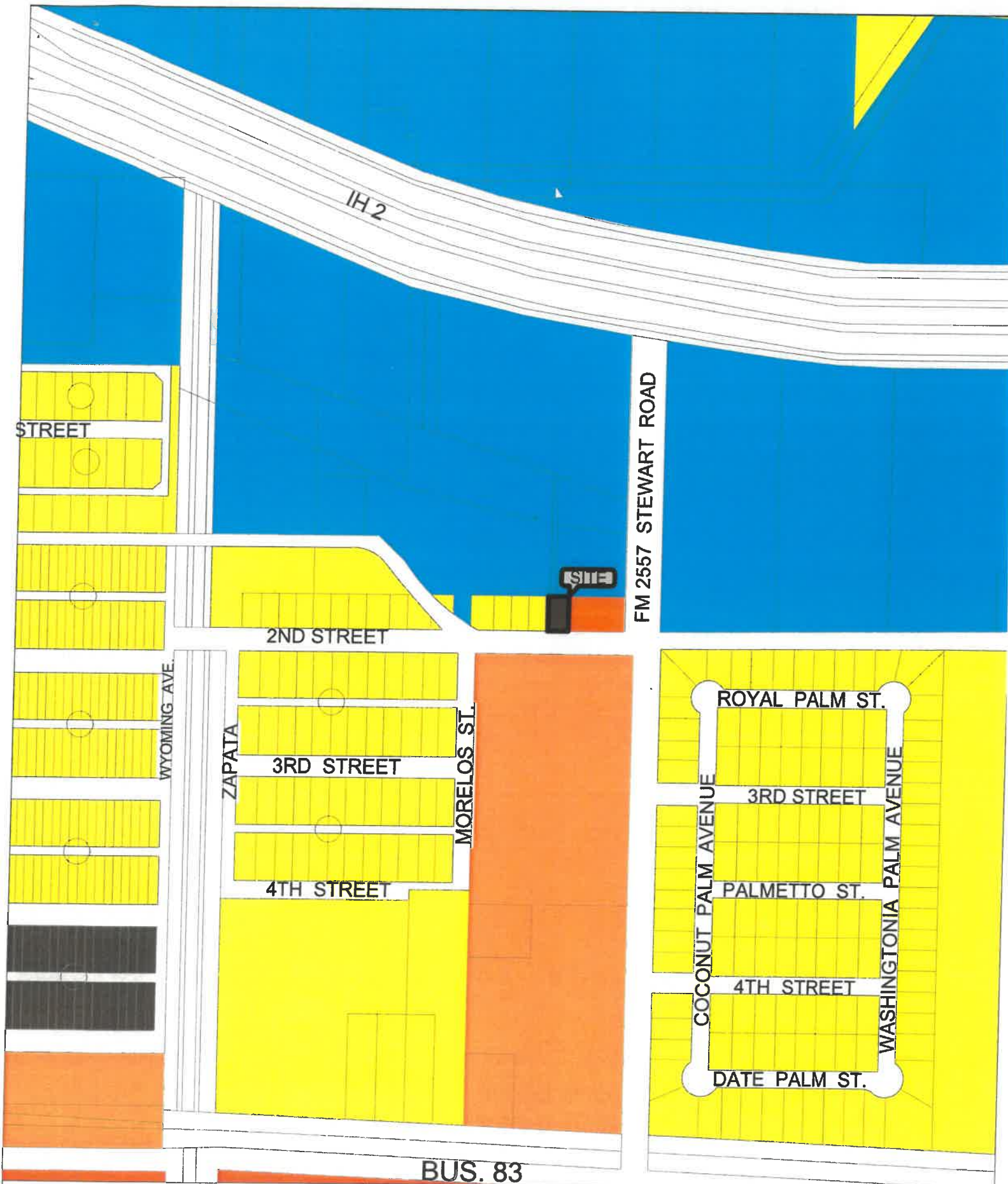
Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd street, as Requested by Enrique Escalante.

N





Zoning Districts

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

Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd street, as Requested by Enrique Escalante.



SECTION 5.00: (C-2) GENERAL BUSINESS DISTRICT:**SECTION 5.01: PERMITTED USES:**

- (a) All uses listed as permitted uses in C-1 districts;
- (b) Any retail business, personal services, business services except the following: Lumberyards or contractor yards, farm equipment or other heavy equipment sales or service, farm products warehousing and storage or stockyards, general warehousing and storage. Household goods warehousing and storage in individually rented storage units is permitted;
- (c) Hotel, motel and/or eating places;
- (d) Printing, publishing and allied products manufacturing;
- (e) Rail and motor vehicle transportation passenger terminals;
- (f) Telephone, telegraphs, television, radio or similar media stations, centers, studios, but not including public microwave, radio and television towers;
- (g) Any wholesale trade or wholesale trade accessory to any permitted retail operation except the following: Raw cotton, grain, hide, skins and raw furs, tobacco, wool or mohair, livestock, commercial or industrial machinery or supplies, metals and minerals, petroleum bulk stations and terminals, scrap or junk waste materials;
- (h) Signs in accordance with adopted ordinances; or
- (i) Automotive repair as an accessory use to a permitted retail use, such as retail sale of automobiles or retail sale of automotive parts.

SECTION 5.02: CONDITIONAL USES (REQUIRE USE PERMITS):

- (a) Gasoline service stations or retail outlets where gasoline products are sold;
- (b) Drive-in businesses;
- (c) Planned shopping centers;
- (d) Bars, nightclubs and social event centers in accordance with adopted policies;
- (e) Amusement parks, circus or carnival grounds, commercial amusement or recreation developments, or tents or other temporary structures used for temporary purposes, in accordance with all applicable City regulations and ordinances;
- (f) Portable buildings;
- (g) Owner-occupied residence in compliance with the setback requirements of this zoning district;
- (h) Automotive repair and service as a primary use, including auto paint and body work as a primary use, subject to required conditions. (See conditions listed in Section 5.04 hereof).⁽¹⁾

⁽¹⁾ All establishments engaged in automotive repair, services, maintenance, or paint and body work that are under construction or in existence and located in C-2 zone as of the date of adoption of this subsection shall hereby be classified as conforming uses and shall not be denied the right to expand, repair or rebuild such establishments.

SECTION 5.03: REQUIRED CONDITIONS:

Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legal described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd Street, as Requested by Enrique Escalante.

Escalante, Enrique
1225 Rio Grande Street
San Juan, TX 78589

Juarez, Jorge Villafuerte
615 Rachel Dr.
Mission, TX 78574-5279

Casa de Oracion
424 Morning Glory Ln.
Alamo, TX 78516-2618

Cruz, Melba and Kristian Ashlye
423 E. 2nd Street
San Juan, TX 78589

Grigodi LLC.
909 S. James St. Suite B
Weslaco, TX 78596-6655

Regalado, Ma. Guadalupe
409 S. Bryan Rd.
Alton, TX 78573-6854

Limon, Rolando Jr.
740 W. Frontage Road
Alamo, TX 78516

Cruz, Victor
P.O. Box 538
San Juan, TX 78589-0538

Rezoning Request from Multi-Family Residence District (R-MF) to General Business District (C-2) for a property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision, located at 512 E. 2nd Street, as Requested by Enrique Escalante.



Proposed Site

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006, THE ZONING ORDINANCE OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM MULTI-FAMILY RESIDENCE DISTRICT (R-MF) TO GENERAL BUSINESS DISTRICT (C-2) FOR A PROPERTY LEGALLY DESCRIBED AS THE WEST 60 FEET OF THE EAST 262.73 FEET OF THE NORTH 100 FEET OF THE SOUTH 145 FEET OF LOT 8, BLOCK 35, ALAMO LAND AND SUGAR COMPANY SUBDIVISION LOCATED AT 512 E. 2ND STREET, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as the West 60 feet of the East 262.73 feet of the North 100 feet of the South 145 feet of Lot 8, Block 35, Alamo Land and Sugar Company Subdivision shall be changed to General Business District (C-2) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 9th day of July, 2019.

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

CITY OF SAN JUAN

MARIO GARZA
MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider the Removal and/or Appointment of Board Member(s) Related to the Planning and Zoning Board.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning and Zoning Board consists of seven (7) members serving a two (2) year staggered term. As per the Planning and Zoning Bylaws if absent more than three (3) consecutive times the individual shall be automatically dropped from membership.

The current members of the Board are the following: Irma Castillo, Joshua Benavidez, Valerie Cardenas, Adan Magallan, Eduardo Alaniz, Fernando Guajardo and Juan Alvarado.

RECOMMENDATION:

Consider Appointment to the Planning and Zoning Board.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

Planning & Zoning Committee 2018-2020

Name/Address	Phone	Email	Term Expiration
Irma Castillo	802-2951	irma.castillo@hchd.org	2019
114 Deanna Drive			
San Juan, TX 78589			
Fernando Guajardo	793-5599	mandw123@aol.com	2/27/2020
Adan Magallan	279-4115	amagallan@rgv.rr.com	2/27/2020
604 Hackberry Ave			
San Juan, TX 78589			
Eduardo Alaniz	784-2537	lonestar_survivor@yahoo.com	2/27/2020
2701 Hibiscus Drive			
San Juan, TX 78589			
Juan Alvarado	802-7576	jalvarado@hermes-music.com	2019
1310 King Road			
San Juan, TX 78589			
Valerie Cardenas	900-5823	yvargas74@live.com	2/27/2020
205 Campo Verde Circle			
San Juan, Texas 78589			
Joshua Benavidez	223-9200	joshua@bigrealty.com	3/26/2020
500 Francis Street			
San Juan, Texas 78589			

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider the Removal and/or Appointment to the Lower Rio Grande Valley Development Council.

STAFF COMMENTS AND RECOMMENDATIONS:

On June 29, 2018, Mr. Pete Garcia was appointed to the Lower Rio Grande Valley Development Council as a Board Member. Mr. Garcia, no longer serves on the City of San Juan Commission, the city is in need of a new representative to serve on the council.

RECOMMENDATION:

Appoint a new representative to represent the City of San Juan at the Lower Rio Grande Valley Development Council.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider Removal and/or Appointment to the Amigos Del Valle Board.

STAFF COMMENTS AND RECOMMENDATIONS:

On February 13, 2018, Mr. Pete Garcia was appointed to the Amigos Del Valle Board. Mr. Garcia no longer serves on the City of San Juan Commission, the city is in need of a new representative to serve on the board.

RECOMMENDATION:

Appoint a new representative from the Commission to represent the Amigos del Valle Board.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider the Removal and/or Appointment of a Member to the Hidalgo County Metropolitan Organization Transportation Policy Committee.

STAFF COMMENTS AND RECOMMENDATIONS:

On December 11, 2018, Mr. Pete Garcia was appointed to the Hidalgo County Metropolitan Organization as part of the Transportation Policy Committee. Mr. Garcia, no longer serves on the City of San Juan Commission, therefore the City is in the need of a new representative to serve on this committee.

RECOMMENDATION:

Appoint a new representative to represent the City of San Juan at the Hidalgo County Metropolitan Organization Transportation Committee.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Discussion and Possible Action to Authorized Staff to end Negotiations with Raba Kistner for the Preparation and Maintenance of the Risk Management Plans for the City of San Juan Water and Wastewater Plants and Authorize Staff to Enter Negotiations with the Second Respondent to RFQ 18-71-08-01, Municipal H2O and Authorize the City Manger to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Authorized Staff to end Negotiations with Raba Kistner for the Preparation and Maintenance of the Risk Management Plans for the City of San Juan Water and Wastewater Plants and Authorize Staff to Enter Negotiations with the Second Respondent to RFQ 18-71-08-01, Municipal H2O and Authorize the City Manger to Execute all Related Documents and Budget Amendment as Needed.

The Environmental Protection Agency (EPA) Risk Management Plan Rule implements Section 112 (r) of the 1990 Clean Air Act Amendments and requires development and maintenance of a Risk Management Plan (RMP) by facilities that handle and/or store certain chemicals in designated threshold quantities. The City of San Juan, TX (CITY) is requesting assistance in preparing and maintaining a Risk Management Plan for the following facilities:
City of San Juan Water Plant No. 1 709 S. Nebraska Avenue San Juan Texas
City of San Juan Water Plant No. 2 2111 N. Veterans (N. "I" Road) San Juan Texas
City of San Juan Wastewater Plant 201 W. Hall Acres San Juan Texas

RECOMMENDATION:

Approve as Presented

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

COPY

MunicipalH2O Response

**REQUEST FOR QUALIFICATIONS TO PREPARE AND MAINTAIN
AN EPA RISK MANAGEMENT PLAN
FOR THE CITY OF SAN JUAN, TX
RFQ # 18-71-08-01**

Submitted to:
Rene J. Jaime
Purchasing/Risk Manager
City of San Juan
709 South Nebraska Avenue
San Juan, TX 78589-2649



650 S. Shackleford Road, Suite 325
Little Rock, AR 72211
Phone: (800) 897-9425 • Fax: (501) 537-7778
E-mail: service@municipalh2o.com
www.municipalh2o.com



RMP Compliance.
Guaranteed.

One Financial Centre
650 S. Shackleford Rd, Suite 325
Little Rock, AR 72211-3546
Phone: 800-897-9425 FAX: 501-537-7778

July 24, 2018

Rene J. Jaime
Purchasing/Risk Manager
City of San Juan
709 South Nebraska Avenue
San Juan, Texas, 78589-2649

Dear Mr. Jaime,
MunicipalH2O appreciates the opportunity to respond to the Request for Qualifications, RFQ# 18-71-08-01 to prepare and maintain an EPA Risk Management Plan for the City of San Juan water and wastewater treatment plants.

MunicipalH2O specializes exclusively in providing EPA Risk Management Program (RMP) Compliance Services for water and wastewater facilities throughout the United States and has the expertise and systems in place to meet all components of the items included in the published Scope of Work. We provide a complete solution for all EPA/State Risk Management Program requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training and other services.

Since our beginning more than a decade ago, MunicipalH2O has built a strong reputation for service and have become established as the leader in the field of regulatory compliance. We are responsible for the development of RMP documents and continued RMP compliance for more than 350 water and wastewater facilities in thirty-three states, including for more than 150 water and wastewater facilities in Texas, and have completed more RMP registrations with EPA than anyone in the country.

Thank you for taking time to review our RFP response and for considering MunicipalH2O.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Glenn", is written over a horizontal line.

Steve Glenn
VP Business Operations

MunicipalH2O Response

REQUEST FOR QUALIFICATIONS TO PREPARE AND MAINTAIN AN EPA RISK MANAGEMENT PLAN FOR THE CITY OF SAN JUAN, TX RFQ # 18-71-08-01

Company Name: AssureCo Risk Management and Regulatory Compliance, LLC
d/b/a MunicipalH2O
650 South Shackleford Road, Suite 325
Little Rock, AR 72211
800-897-9425
www.municipalh2o.com

About MunicipalH2O

MunicipalH2O specializes solely in providing EPA Risk Management Program (RMP) Compliance Services for water and wastewater facilities throughout the United States. We provide a complete solution for all EPA/State Risk Management Program (RMP) requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training and other services.

MunicipalH2O is responsible for the development of RMP documents and RMP compliance for more than 350 water and wastewater facilities in thirty-two states, including for more than 150 water and wastewater facilities in Texas, and have completed more RMP registrations with EPA than anyone in the country. We are the only professional consulting firm in the U.S. specializing in the use of online RMP compliance tools for municipal water and wastewater facilities.

Since our beginning more than 13 years ago, we have built a strong reputation for service and have become established as the leader in the field of regulatory compliance. By focusing our expertise to meet the growing compliance needs of water and wastewater system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission, MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

Information Regarding Qualifications and Characteristics of MunicipalH2O

Respondents to this RFQ were asked to provide the information regarding the qualifications and characteristics of the responding firm by responding to four (4) major areas including:

1. Please describe the specialized experience and technical competence of the responding firm with respect to the Scope of Services. Describe the history and experience of the responding firm and the responding firms' experience in preparing and implementing RMPs. Include any distinguishing features of the responding firm's proposed services such as any guarantees or warranties.
2. Describe the capacity and capability of the firm to perform the work in question within any time limitations fixed for completion of the courses of action chosen.
3. Describe the past record of performance of the responding firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines; and
4. The firm's familiarity with RMP regulations and experience in providing RMP compliance services to other water and wastewater. Provide at least five (5) references and contact information for other water and/wastewater facilities for which the services described in this Scope of Service have been successfully implemented.

MunicipalH2O's response to these four (4) major areas appears below.

1. **Please describe the specialized experience and technical competence of the responding firm with respect to the Scope of Services. Describe the history and experience of the responding firm and the responding firms' experience in preparing and implementing RMPs. Include any distinguishing features of the responding firm's proposed services such as any guarantees or warranties.**

MunicipalH2O Response:

Under the authority of section 112(r) of the Clean Air Act, the Chemical Accident Prevention provisions require facilities that handle, process, distribute, or store certain chemicals to develop a Risk Management Program, prepare a Risk Management Plan (RMP), and register the RMP with EPA. In addition, these provisions require specific RMP compliance activities to occur on a regular basis to remain in compliance with RMP regulations.

RMP Activity	Update Required:
Registration Update	Every 5 Years
Hazard Review/Process Hazard Analysis	Every 5 Years
Hazard Assessment	Every 5 Years
Compliance Audit	Every 3 Years
Operating Procedures Training	Every 3 Years
Operating Procedures Certification	Every Year
Hoist Certification	Every Year

EPA and/or state authorities routinely conduct inspections of facilities that must comply with RMP regulations to ensure adherence to program requirements. If deficiencies in the implementation of the RMP program are observed, these inspections may result in a variety of enforcement actions and financial penalties. The published RFP indicates the following San Juan facilities are required to comply with EPA's Risk Management Plan regulations.

City of San Juan Water Plant No. 1	709 S. Nebraska	San Juan	TX
City of San Juan Water Plant No. 2	2111 North "I" Road	San Juan	TX
City of San Juan Wastewater Plant	201 W. Hall Acres	San Juan	TX

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

MunicipalH2O RMP Compliance Services Program

In place for more than 13 years, MunicipalH2O's RMP Compliance Services Program is an established and proven system to help ensure continuous compliance with RMP regulations. The program would include the following initial compliance set-up services for each City of San Juan facility:

- A fully documented EPA Program Level 2 Compliance Audit and Report
- Creation of a Hazard Assessment document with all elements as required by EPA
- Creation of a Prevention Program document with all elements as required by EPA
- Review/update of the RMP registration file for the facility and submittal to EPA using RMP*eSubmit as required

Unique MunicipalH2O Benefits and Services

While other professional consulting and engineering firms are able to complete the initial compliance set up services identified above, MunicipalH2O's RMP Compliance Services Program *includes numerous benefits and services that, to our knowledge, are not offered and are unavailable from any other RMP compliance service provider in the United States.*

MunicipalH2O is the only professional consulting or engineering firm in the U.S. specializing in the provision of online tools and automation of RMP compliance activities for municipal water and wastewater facilities. We are also the only U.S. firm providing a guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service for the clients with whom we work.

Program Benefits

In addition to completion of the initial compliance set-up services mentioned earlier, as a MunicipalH2O RMP Compliance Services Program client, the City of San Juan would also receive the following unique benefits for each facility. *No other engineering or consulting firm in the United States offers these benefits as a part of their RMP compliance service.*

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.
- Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.

- Online tools and 90-day advance notification emails to remind facility personnel of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Guidance and Tips emails to keep facility personnel up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
- A comprehensive review of all RMP documents for the facility prior to an RMP inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection.
- An annual Compliance Review for the facility.
- No charge for updates to RMP documents and EPA registration changes if there are any process changes at the facility or any RMP regulation changes requiring RMP document updates.
- Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
- All RMP compliance documents for the facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
- RMP documents for the facility are stored in an off-site data storage facility and are backed-up several times a day for disaster recovery purposes.
- Year-round availability of professional RMP consulting services.

MunicipalH2O would work closely with San Juan personnel at each facility to ensure all required RMP processes and documents are up-to-date and that they remain in continuous compliance with RMP requirements.

All MunicipalH2O staff members working with our clients have obtained college degrees in environmental services disciplines; several have advanced degrees and industry-specific certifications related to safety. All work is performed by employees of MunicipalH2O.

2. Describe the capacity and capability of the firm to perform the work in question within any time limitations fixed for completion of the courses of action chosen.

MunicipalH2O Response:

MunicipalH2O has adequate staff, systems and processes in place to complete all requirements to perform the work listed in the Scope of Work section of the RFQ within any reasonable time frame needed by the City of San Juan. We routinely complete similar work for other water districts and municipalities in less than one month from start of the engagement and, in emergency situations, have completed the work needed by the City of San Juan in less than one week.

Key Personnel Assigned:

The MunicipalH2O Project Team for preparing and maintaining the Risk Management Plan for the City of San Juan's water and wastewater facilities will consist of the following:

Ben Clardy, RMP Compliance Specialist, MunicipalH2O

Ben has worked RMP compliance services projects for MunicipalH2O clients in 29 states. Ben is responsible for completion of over 300 RMP compliance audits, process hazard analyses, hazard reviews, hazard assessments, prevention programs and RMP registrations for water and wastewater treatment facilities. Ben is responsible for preparing and maintaining the Risk Management Plan for more than 90 water and wastewater facilities in Texas.

Ben's experience implementing RMP programs for water and wastewater facilities has provided him with expert knowledge in OSHA and RMP regulations, as well as in ANSI, ASME, NFPA codes and standards and 10-States Standards related to safe operation of water and wastewater operations.

Greg Rogers, VP of Regulatory Compliance, MunicipalH2O

Greg Rogers is a Certified Safety Professional (CSP) and has over 25 years' experience in the environmental health and safety field. This experience includes 15 years with major corporations such as the Dow Chemical Company and ALCOA where he served as an Environmental Health and Safety Professional.

As one of the founders of MunicipalH2O, Greg has served as Project Manager for MunicipalH2O with clients in 32 states. In this role, he has been responsible for completion of over 250 RMP compliance audits, process hazard analyses, hazard reviews, hazard assessments, prevention programs and RMP registrations for water and wastewater facilities across the country.

Greg is recognized nationally as an RMP compliance expert and routinely conducts an RMP Compliance Service Workshop throughout the country designed to provide instruction to water and wastewater operators on how to conduct an RMP Compliance Audit using in-house resources. This workshop also provides attendees detailed information on how to survive an EPA inspection of their RMP program. In the last 10 years, more than 1800 water and wastewater operators have attended this workshop.

3. Describe the past record of performance of the responding firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines.

MunicipalH2O Response:

Since we provide RMP compliance services for municipal water and wastewater operations in 33 states, every year we have a number of client facilities selected for an RMP inspection by EPA inspectors or state officials. The quality of our work is evidenced by the number of RMP inspections that result in no violations or fines for our clients. Each time one of our client facilities undergoes an RMP inspection, we review any findings or suggestions made by inspectors and adjust our documents to help maintain our track record of perfect inspections for facilities with whom we work.

We believe the cost of our service are extremely reasonable for the value received. We control costs through the use and continued development of online tools and services allowing us to efficiently deliver required RMP documentation, safety videos and other tools to our clients to help ensure continuous compliance with RMP regulations. Each client in the RMP Compliance Services program has the option to renew our service at the end of every twelve-month service period. For those clients that choose to renew the service, the annual maintenance fee remains fixed each year. Once a facility becomes a MunicipalH2O RMP Compliance Services client, they know their annual fee will not change easing the burden of annual budgeting for our service.

MunicipalH2O has adequate staff, systems and processes in place to meet schedules and deadlines that may be needed by our clients.

4. The firm's familiarity with RMP regulations and experience in providing RMP compliance services to other water and wastewater. Provide at least five (5) references and contact information for other water and/wastewater facilities for which the services described in this Scope of Service have been successfully implemented.

MunicipalH2O Response:

MunicipalH2O is proud of our record of performance in all areas of our work. While we provide ongoing RMP compliance services for more than 150 water and wastewater facilities in Texas, the best source for validating our record with respect to control of costs, quality of work and ability to meet schedules and deadlines, is to ask the municipal or regional water and wastewater operators located near the City of San Juan with whom we have worked. Some of these clients include:

Brownsville Public Utilities Board – Brownsville, TX

Service: RMP Compliance Services Program

Contact: Juan R. Carrizales, Regulatory Compliance Specialist
956-983-6253
jcarrizales@brownsville-pub.com

MunicipalH2O has worked with the Brownsville Public Utilities Board since 2016 to provide ongoing RMP Compliance Services for three (3) water treatment facilities and one (1) wastewater treatment facility. These facilities utilize chlorine in their disinfection process which are stored in ton cylinders. MunicipalH2O has prepared and maintains Hazard Assessments, Prevention Programs, EPA Registrations and Updates, and conducted Compliance Audits and Hazard Reviews for each facility.

City of Three Rivers, TX

Service: RMP Compliance Services Program

Contact: Thomas Salazar, Water Plant Supervisor
361-786-3463
salazar.thomas17@gmail.com

MunicipalH2O has worked with the City of Three Rivers since 2013 to provide ongoing RMP Compliance Services for one (1) water treatment plant. This facility utilizes chlorine in the disinfection process which is stored in ton cylinders. MunicipalH2O has prepared and maintains Hazard Assessments, Prevention Programs, EPA Registrations and Updates, and conducted Compliance Audits and Hazard Reviews for each facility.

City of Mission, TX

Service: RMP Compliance Services Program

Contact: Filemon Olvera, Water Treatment Plant Supervisor
956-212-0435
folvera@missiontexas.us

MunicipalH2O has worked with the City of Mission since 2014 to provide ongoing RMP Compliance Services for two (2) water treatment plants. These facilities utilize chlorine in their disinfection process which are stored in ton cylinders. MunicipalH2O has prepared and maintains Hazard Assessments, Prevention Programs, EPA Registrations and Updates, and conducted Compliance Audits and Hazard Reviews for each facility.

Agua Special Utility District – Palmview, TX

Service: RMP Compliance Services Program
Contact: Aaron Castillo, Water Treatment Plant Supervisor
(956) 240-3986
acastillo@aguasud.com

MunicipalH2O has worked with the Agua Special Utility District since 2011 to provide ongoing RMP Compliance Services for three (3) water treatment plants and one (1) wastewater treatment plant. These facilities utilize chlorine in their disinfection process which are stored in ton cylinders. MunicipalH2O has prepared and maintains Hazard Assessments, Prevention Programs, EPA Registrations and Updates, and conducted Compliance Audits and Hazard Reviews for each facility.

Guadalupe-Blanco River Authority – Port Lavaca, TX

Service: RMP Compliance Services Program
Contact: Stephanie Shelley, Division Manager
(361)552-9751
sshelly@gbra.org

MunicipalH2O has worked with the Guadalupe-Blanco River Authority – Port Lavaca since 2009 to provide ongoing RMP Compliance Services for one (1) water treatment plant. MunicipalH2O has prepared and maintains Hazard Assessments, Prevention Programs, EPA Registrations and Updates, and conducted Compliance Audits and Hazard Reviews for the facility.

APPENDIX: Additional Experience Record

A full Statement of Qualifications for MunicipalH2O, highlighting our experience in RMP compliance and providing a partial list of clients across the country, is included in the Appendix to this RFQ Response.

Miscellaneous Items**1. Conflict of Interest Questionnaire**

A completed Conflict of Interest Questionnaire appears in the Appendix. As indicated on the form, MunicipalH2O has no business relationship with anyone associated with the City of San Juan.

2. Disclosure of Litigation Statement

None. Since our inception as a company, MunicipalH2O has not been involved in any civil or criminal litigations and there are currently no litigations or investigations pending.

3. Insurance

MunicipalH2O currently has insurance in place to meet the insurance requirements included with the RFQ. If we are awarded the work, COIs will be provided.

APPENDIX

To provide additional information about MunicipalH2O and our RMP Compliance Service, several items are included in the Appendix for review.

1. Statement of Qualifications for MunicipalH2O highlighting our experience in RMP compliance and providing a partial list of clients
2. Screenshots of Online Tools available to RMP Compliance Services Program Clients
3. Agreement related to the RMP Compliance Services Program

MunicipalH2O

Statement of Qualifications



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Introduction

This Statement of Qualifications provides information about MunicipalH2O and our experience and capabilities in providing professional services related to EPA Risk Management Program (RMP) development and compliance and other professional services for municipal and privately-owned water and wastewater treatment facilities.

MunicipalH2O specializes in providing EPA Risk Management Program (RMP) Compliance Services for water and wastewater facilities throughout the U. S. We provide a complete solution for all EPA/State Risk Management Program (RMP) requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training and other services. Since our beginning more than a decade ago, we have built a strong reputation for service and have become established as the leader in the field of regulatory compliance. We are responsible for the development of RMP documents and continued RMP compliance for more than 350 water and wastewater facilities in thirty-three states and have completed more RMP registrations with EPA than anyone in the country.

All of our RMP Compliance Services Program clients receive:

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.
- Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.
- Online tools and 90-day advance notification emails to remind them of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Compliance Alert emails to keep them up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
- A comprehensive review of all RMP documents for the facility prior to an EPA inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection.
- An annual Compliance Review for each facility in the Program.
- No charge for updates to RMP documents and EPA registration changes if there are any process changes at the facility or any RMP regulation changes requiring RMP document updates.
- Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
- All RMP compliance documents for each facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
- RMP documents are stored in an off-site data storage facility and are backed-up several times a day for disaster recovery purposes.
- Year-round availability of professional RMP consulting services.

Background

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

Summary of Services

MunicipalH2O offers specialized Risk Management Plan (RMP) compliance and consulting services to municipal and privately-owned water and wastewater operations in the following broad service areas:

- Risk Management Plan (RMP) Development and Compliance
- RMP Compliance Consulting
- RMP Compliance Training

Risk Management Program Development and Compliance

On June 21, 1999, the Risk Management Program Rule became effective and owners and operators of facilities that use certain listed hazardous substances were required to prepare a Risk Management Program and submit a Risk Management Plan to the EPA. The Risk Management Program Rule also requires these facilities to continuously maintain and update specific elements of the program according to a prescribed schedule. Following is a brief summary of these requirements:

Requirement Description	Required Completion Date
Original RMP Submittal	No later than June 21, 1999
Operating Procedures Refresher Training	Every three years
Initial Compliance Audit	Every three years
Update of the Hazard Review	Every five years
Update and Re-submittal of the RMP Registration	Every five years

The MunicipalH2O staff has extensive experience in preparing, auditing and updating Risk Management Programs and Plans. Our objective is to provide a product to our clients that is compliant with regulatory requirements, is easily understood, cost effective and provides tools that assist the client in maintaining their program to ensure continuous compliance.

Because EPA Risk Management Plan (RMP) requirements are ongoing and involve a variety of components and deadlines, MunicipalH2O has leveraged its practical field experience to automate many elements of the compliance process.

Risk Management Program Development and Compliance
Relevant Company and Staff Experience

Project Description	Partial List of Clients
EPA Risk Management Program (RMP) Compliance Services and RMP Plan Preparation	• Arlington Water Utilities, Arlington, TX • City of Grapevine, Grapevine, TX • North Texas Municipal Water District, Wylie, TX • City of Nacogdoches, TX • Brownsville Public Utilities Board, Brownsville, TX • Agua Special Utility District, Mission, TX • Guadalupe Blanco River Authority, Port Lavaca, TX • San Jacinto River Authority, The Woodlands, TX • City of Galveston, Galveston, TX • Wichita Falls Public Utilities, Wichita Falls, TX • City of Lewisburg, Lewisburg, TN • Madison Suburban Utility District, Madison, TN • Knoxville Utilities Board, Knoxville, TN • Columbia Power and Water, Columbia, TN • Evansville Water & Sewer Utility, Evansville, IN • Stucker Fork Water Utility, Austin, IN • City of Fort Wayne, Fort Wayne, IN • Muncie Sanitary District, Muncie, IN • City of South Bend, South Bend, IN • City of Jasper, Jasper, IN • Vincennes Water Utilities, Vincennes, IN • City of Hickory, Hickory, NC • City of Statesville, Statesville, NC • City of Wilson, Wilson, NC • City of Rocky Mount, NC • City of Elizabeth City, NC • City of Weaverville, Weaverville, NC • City of Cayce, Cayce, SC • City of Walterboro, Walterboro, SC • City of Emporia, Emporia, KS • City of Monmouth, Monmouth, OR • C-N-W Regional Wastewater Authority, Coeburn, VA • Henry County Public Service Authority, Martinsville, VA • City of Buena Vista, Buena Vista, VA • City of Cedar City, Cedar City, UT • City of Flagstaff, Flagstaff, AZ • Shelbyville Municipal Water Commission, KY • Corbin Utilities Commission, Corbin, KY • London Utilities Commission, London, KY • Berea Municipal Utilities, Berea, KY • Macon Water Authority, Macon, GA • City of Toccoa, Toccoa, GA • Athens-Clarke County Utilities, Athens, GA • Jefferson County Commission, Birmingham, AL

- Birmingham Water Works Board, Birmingham, AL
- Huntsville Utilities, Huntsville, AL
- Gadsden Water Works and Sewer Board, AL
- Utilities Board of Tuskegee, Tuskegee, AL
- Montgomery Water Works, Montgomery, AL
- Edmond Water Utilities, Edmond, OK
- Tahlequah Public Works, Tahlequah, OK
- City of Muskogee, Muskogee, OK
- City of Del City, Del City, OK
- City of Gillette, Gillette, WY
- Canon City Water, Canon City, CO
- City of Elgin, IL
- City of Decatur, IL
- Municipal Authority of Westmoreland County, PA
- North Fayette County Municipal Authority, Dunbar, PA
- Morrisville Municipal Authority, Morrisville, PA
- Bluefield Sanitary Board, Bluefield, WV
- City of Mankato, Mankato, MN
- City of Eagan, MN
- City of Chanhassen, Chanhassen, MN
- City of Fergus Falls, MN
- City of Inver Grove Heights, MN
- Bloomington Water Department, Bloomington, MN
- Moorhead Public Service, Moorhead, MN
- City of Rochester, Rochester, MN
- Creston Water Works, Creston, IA
- Mahoning Valley Sanitary District, OH
- Village of Byesville, Byesville, OH
- City of Toledo, Toledo, OH
- City of Lorain, Lorain, OH
- City of Oregon, Oregon, OH
- City of Avon Lake, Avon Lake, OH
- City of Deerfield Beach, Deerfield Beach, FL
- Florida Keys Aqueduct Authority, Key West, FL
- City of Fort Lauderdale, Fort Lauderdale, FL
- City of DeLand, DeLand, FL
- City of Orlando, Orlando, FL
- Broward County Water and Wastewater, Pompano Beach, FL
- Fort Smith Water Utilities, Fort Smith, AR
- Little Rock Wastewater, Little Rock, AR
- El Dorado Water Utilities, El Dorado, AR
- City Corporation, Russellville, AR
- Baton Rouge Water Company, Baton Rouge, LA
- City of Bossier City, Bossier City, LA
- City of Opelousas, Opelousas, LA
- City of Monett, Monett, MO
- City of Independence, Independence, MO

Compliance Consulting

With the growing demand for clean water and environmentally friendly operation, many water and wastewater operators have a difficult time keeping up with constantly changing regulation and compliance requirements. In many states, regulatory agencies are stepping up their regulatory compliance oversight to protect the public and ensure the safety and soundness of water and wastewater systems. This increased regulatory oversight also increases the likelihood of an audit and the possibility of fines should the audit reveal areas of non-compliance.

With years of experience providing regulatory compliance services to water and wastewater professionals across the U.S., MunicipalH2O's Compliance Consulting Services help our clients more effectively meet growing regulatory requirements that otherwise often divert resources and attention from what should be their key focus: providing clean water for their customers.

We work closely with each client to identify the compliance issues specific to their water and/or wastewater facility and design turn-key, cost-effective solutions to remediate existing issues and ensure continuous compliance. MunicipalH2O provides regulatory compliance consulting in the areas of:

- Risk Management Program (RMP) Compliance
- Risk Management Program Compliance Audits
- General Duty Clause Compliance
- Hazard Assessment
- Process Hazard Analysis
- Prevention Programs
- Emergency Response
- Facility Safety
- Security Policies and Procedures
- Vulnerability Assessments
- Incident Investigation
- Delisting of RMP Facilities

Relevant Company and Staff Experience

Project Description	Name and Location of Facility
Risk Management Program Compliance Audits and Update of RMP Documents	• DeKalb County Department of Watershed Management, GA • City of Moore Haven, Moore Haven, FL • City of Dubois, DuBois, PA • New Braunfels Utilities, New Braunfels, TX • Brazos River Authority, Waco, TX • City of Baltimore, MD • Baton Rouge Water Company, Baton Rouge, LA • City of Camden, SC • Water District No. 1 of Johnson County, Lenexa, KS • City of Mankato, Mankato, MN • Jefferson County Commission, Birmingham, AL • City of Lynnwood, Lynnwood, WA • City of Cortland, NY • City of North Bend, OR • West Wilson Utility District, Mt, Juliet, TN • City of Midlothian, Midlothian, TX • Coastal Water Authority, Houston, TX • City of Tallahassee, FL, Tallahassee, FL • Beaver Water District, Lowell AR • Jonesboro City Water Light, Jonesboro, AR
Hazard Reviews	• City of Kerrville, Kerrville, TX • City of Lynnwood, Lynnwood, WA

	• Ellis County WCID #1, Waxachachie, TX • City of Marshall, Marshall, TX • City of Apple Valley, MN
RMP Five-Year Registration Update	• City of Paris, Paris, KY • City of Muncie, IN • City of Brownwood, TX • City of Wichita, KS • Municipal Utilities District, Nebraska City, NE • City of Groves, Groves, TX • Greeneville Water Commission, Greeneville, TN • West Wilson Utility District, Mt, Juliet, TN • City of Vidalia, Vidalia, LA • South Adams County Water & Sanitation, Commerce City, CO • City of Lebanon, Lebanon, TN • Marshall Utilities, Marshall, TX • West Travis County Public Utility Agency, Bee Cave, TX
RMP Compliance Audits	• City of Marshall, TX • Coastal Water Authority, Pasadena, TX • City of Toledo, OH • City of Elizabethtown, KY • Eastside Utility District, Chattanooga, TN • City of Inver Grove Heights, MN • City of Cortland, NY • City of Duluth, MN • Beaver Water District, Lowell, AR • West Wilson Utility District, Mount Juliet, TN • City of South Bend, IN • Denver Water, Denver, CO • South Adams County WSD, Commerce City, CO
RMP Compliance Training	• Department of Environmental Protection, New York, NY • Severn Trent • City of Amarillo, TX • North Texas Municipal Water District, Wylie, TX
General Duty Clause Compliance	• North Little Rock Waste Water, North Little Rock, AR • Baton Rouge Water Company, Baton Rouge, LA
Emergency Response Plan Review	• City of Aurora, Aurora, CO
Delisting of RMP Facilities	• Morristown Utility Commission, Morristown, TN • Benton Water Utilities, Benton, AR • Zapata County Waterworks, Zapata, TX

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APPENDIX

ONLINE TOOLS AND RESOURCES

AVAILABLE TO RMP COMPLIANCE SERVICES PROGRAM CLIENTS

Online Access to RMP Tools and Resources

The following pages present screenshots of a few of the online services available to RMP Compliance Services Program Clients. These services are not available for one-time RMP compliance services project clients.

MunicipalH2O (MHC) Secure Web Site Set-up

MunicipalH2O Clients have access to the only automated web-based system in the country that specializes in assisting municipal water and wastewater systems in ongoing regulatory compliance. An email address and assigned password is used to access the secure web site.

The screenshot displays the MunicipalH2O website interface. At the top left is the logo with the tagline "RMP Compliance. Guaranteed.". To the right is a login section with fields for "TYPE:", "EMAIL:", and "PASSWORD:", followed by a "LOG IN" button. Below the login section is a "CONTACT US" link. The main content area features a navigation menu on the left with links for "SERVICES", "BENEFITS", and "ABOUT US". The central part of the page includes a large image of a wastewater treatment facility with the text "Cost-effective and proven processes to simplify regulatory compliance." To the right of this image are two smaller images: one showing a close-up of a pipe and another showing a large circular tank. Below these images is a section titled "REGULATORY COMPLIANCE SERVICES FOR WATER AND WASTEWATER PROFESSIONALS". This section contains two columns of text. The left column describes the company's history and expertise, while the right column lists "Our areas of professionally-delivered services Include:" followed by a bulleted list of services. At the bottom of the page, there is a copyright notice and a website design credit.

MunicipalH2O RMP Compliance. Guaranteed.

TYPE:
 EMAIL:
 PASSWORD: **LOG IN**

CONTACT US

SERVICES
BENEFITS
ABOUT US

Cost-effective and proven processes to simplify regulatory compliance.

REGULATORY COMPLIANCE SERVICES FOR WATER AND WASTEWATER PROFESSIONALS

For more than a decade, MunicipalH2O.com (MHC) has specialized in providing regulatory compliance services to municipal and privately-owned water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

With a goal of delivering a consistently high level of service for each client, we have earned a solid reputation for performance and reliability from clients across the U.S. In fact, MHC and its regulatory compliance specialists have prepared more RMP compliance filings and assisted clients with more EPA audits than anyone in the country.

Contact us at your convenience for a no obligation consultation or price quote.

Our areas of professionally-delivered services Include:

- Compliance Consulting
- Risk Management Plan (RMP) Compliance
 - Guaranteed RMP compliance
 - Automated compliance alert service
 - General Duty Clause compliance
 - Facility operator training
 - Vulnerability assessments
 - Simulated EPA audits
- Emergency response plans
- Occupational safety & health compliance

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website design by 1011 Web Solutions

RMP Compliance Alerts

The Compliance Alert Main Page contains regulatory laws, news, and other information to help plant personnel stay abreast of RMP regulations, as well as other information that may be of interest to municipal water and wastewater operators. At the bottom of this page, there are links to Compliance Alerts for each Client facility. There is no limit to the number of facilities that can be managed from the site. Selecting a facility link will take the user to that facility's site specific RMP information.

Risk Management Program Compliance Alert

February, 2012

Cedar Water System

Laws, Regulations & Related Agency Guidance

[Beware of the General Duty Clause](#) US

The Risk Management Program Rule contains an often overlooked requirement that could create a compliance concern for thousands of water facilities throughout the United States – The General Duty Clause. This requirement affects those facilities that use listed hazardous substances below the EPA Threshold Quantity. Click title of regulation above to view or download the EPA's General Duty Clause Fact Sheet.

News, Tips & Resources

[WaterWorld News and Features](#) US

Online source of news and regulatory information for the water and wastewater industry.

[Hypochlorite plus Urea Explosion](#) US

A municipal water treatment company decided to switch from chlorine gas (Cl₂) disinfectant to liquid 12.5% sodium hypochlorite (NaOCl). Part of the motivation for the switch was to avoid the OSHA Process Safety Management (29 CFR 1910.119) requirement for a Process Hazard Analysis. They also believed the liquid would be safer than the chlorine gas.

[Chairman Bresland Urges OSHA Coverage for All Public Employees](#) US

Washington, DC, January 26, 2009 - Citing a fatal explosion in Daytona Beach, Florida, in 2006, U.S. Chemical Safety Board Chairman John Bresland today issued a new video safety message urging the state to move forward promptly with recommendations to extend OSHA coverage to all its public workers. The safety message can be viewed on the CSB's safety message channel, www.youtube.com/safetymessages, and can be also read on safetymessages.blogspot.com. "In 26 states, public employees are not covered by OSHA workplace safety standards. Without those protections and responsibilities, public employees face an undue risk of being killed, injured, or sickened on the job," Chairman Bresland said. In 2007 the CSB recommended that Florida require all state agencies, counties, and cities to follow OSHA standards.

Select Facility Below to View Current Compliance Alert



- [Cedar Pumping Stations](#)
- [Cedar Wastewater Treatment Plant](#)
- [Cedar Water Reuse Plant](#)
- [Cedar Water Treatment Plant](#)

Continuous RMP Compliance Monitoring

Based on current information entered into the MunicipalH2O automated system, the status of all recurring requirements and other information concerning RMP compliance are continuously monitored. As a MunicipalH2O Client, the Monthly Service covers the maintenance of this information and when updates or actions are necessary, MunicipalH2O will assist and provide this service at no additional charge. With this service, deadlines related to required RMP compliance activities are never missed or overlooked.



MunicipalH2O RMP Compliance. Guaranteed.

Focused Solutions for Water and Wastewater Operators

[HOME](#)
[SERVICES](#)
[BENEFITS](#)
[ABOUT US](#)
[CONTACT US](#)

[System Home](#)
[Return to RCS](#)
[Update my Information](#)
[Communications](#)
[Tasks](#)
[Compliance Dates](#)
[Logoff](#)

8/28/2012

Cedar Water System

[Facilities](#)
[View Compliance Alert](#)
[Compliance Alert Setup](#)
[Compliance Documents](#)
[Compliance Audit](#)
[Action Items](#)

Risk Management Program Compliance Alert			
Cedar Water System	August, 2012		
Current Status Of Recurring RMP Requirements:			
IMPORTANT NOTICE: The accuracy of this Compliance Alert is based on the update you entered on 2/13/2012 for your current facility operations with respect to RMP requirements.			
Facility Name: Cedar Wastewater Treatment Plant Process Name: Chlorination			
Requirement	Frequency (minimum)	Most Recent Date Completed	Next Deadline
Compliance Audit	Every 3 year(s)	6/12/2008	Out of Compliance
Hazard Review	Every 5 year(s)	5/1/2009	5/1/2014
Operator Procedures Training	Every 3 year(s)	7/12/2008	Out of Compliance
RMP Registration	Every 5 year(s)	1/21/2005	Out of Compliance
Process Specific Action Items The cylinder hoist should be inspected annually by an outside contractor. Previous Certification: 8/12/2009 Next Certification Due: <i>Immediately</i> Out of Compliance			
Upcoming Action Items of Recurring RMP Requirements			
Process Name	Requirement	Date Due	
Chlorination	Compliance Audit	Immediately	
Chlorination	Operator Procedures Training	Immediately	
Chlorination	RMP Registration	Immediately	
Other Outstanding RMP Compliance Requirements:			
You were asked, "Has there been a change in your Emergency Contact information?" You answered 'Yes' You must update registration with new Emergency Contact information within 30 days of change if registration is required. Requirement: Update Registration unless your facility is exempt under the General Duty Clause Deadline: 30 days from change			

Compliance Document Section

Perhaps the most unique and valuable feature of the MunicipalH2O site, is the Compliance Document section. The section is accessed from the Client's Home Page by selecting the [View/ Upload Compliance Documents](#) link. In this section, all compliance documents are stored for easy access from any computer with internet access. The documents can be viewed, downloaded, and printed, as needed. More importantly, any updates and changes can be made quickly and made available within seconds.

[System Home](#)
[Return to RCS](#)
[Update my Information](#)
[Communications](#)
[Tasks](#)
[Compliance Dates](#)
[Logout](#)
2/13/2012

Cedar Water System

[Facilities](#)
[View Compliance Alert](#)
[Compliance Alert Setup](#)
[Compliance Documents](#)
[Compliance Audit](#)
[Action Items](#)

Compliance Documents

[Upload Document](#)

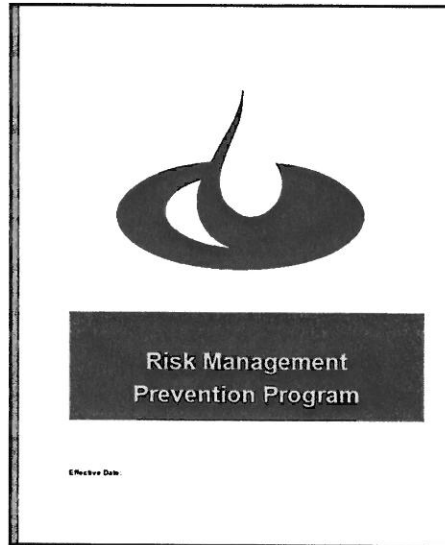
Facility:

Category:

Facility	Category	File	Date	
Cedar Pumping Stations	Preventive Maintenance Schedule and Checklists	Hoist Inspection	2/13/2012	Edit Delete
Cedar Pumping Stations	Compliance Audits	Compliance Audit - Cedar Water WWTP - 1-31-12	2/13/2012	Edit Delete
Cedar Water Treatment Plant	Prevention Program	Sample Prevention Program	7/27/2010	Edit Delete
Cedar Wastewater Treatment Plant	Hazard Assessment	Sample Hazard Assessment	7/27/2010	Edit Delete
Cedar Pumping Stations	Guidance Documents	EPA Emergency Response Guidance	8/28/2010	Edit Delete
Cedar Pumping Stations	Guidance Documents	Hoist Inspection and Hoist Maintenance	4/28/2010	Edit Delete
Cedar Water Reuse Plant	Compliance Audits	Compliance Audit - Cedar Water Reuse Plant - Sulfonation - 1/15/2010	1/15/2010	Edit Delete
Cedar Water Reuse Plant	Compliance Audits	Compliance Audit - Cedar Water Reuse Plant - Chlorination - 1/15/2010	1/15/2010	Edit Delete
Cedar Pumping Stations	Guidance Documents	Water Facility Chlorine Guide	11/20/2009	Edit Delete
Cedar Wastewater Treatment Plant	Preventive Maintenance Schedule and Checklists	Hoist Inspection Checklist	5/23/2005	Edit Delete
Cedar Wastewater Treatment Plant	Prevention Program	CI2 Shipment Inspection	5/23/2005	Edit Delete

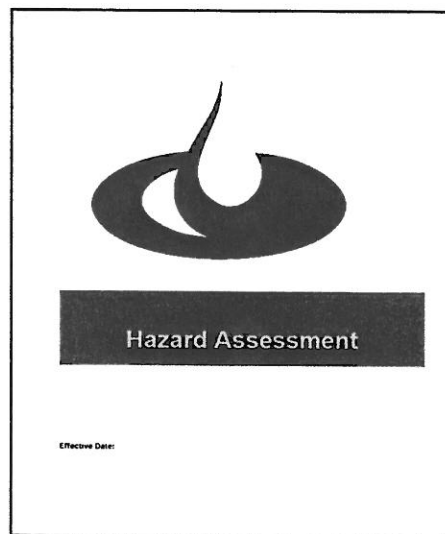
RMP Prevention Program Preparation

The second step of the Set-up is preparation of the RMP Prevention Program. The MunicipalH2O RMP Prevention Program is customized for each client facility and contains all the elements and tools necessary to meet EPA requirements. The Prevention Program also contains numerous checklists and forms to help document required RMP activities, which is a critical part of compliance.



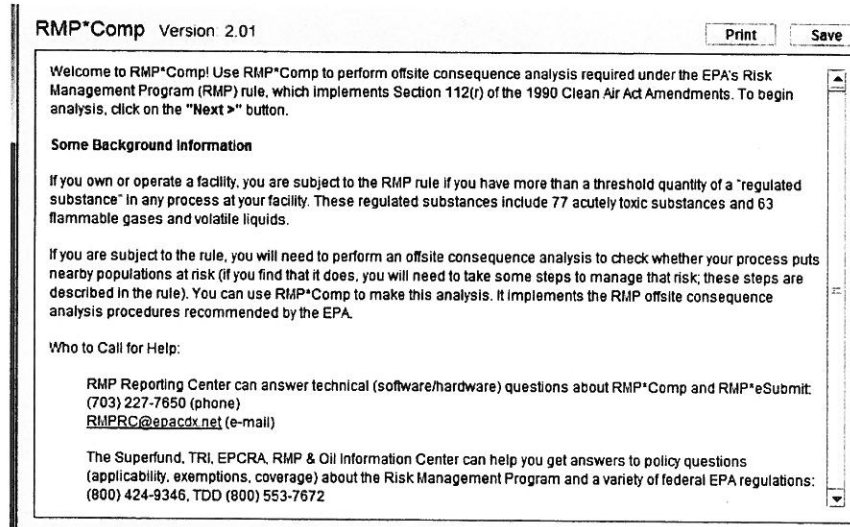
Hazard Assessment Preparation

The third step of the Set-up is the preparation of the Hazard Assessment. The Hazard Assessment is the most scrutinized part of the RMP during an EPA inspection. MunicipalH2O strictly follows the EPA recommendations for the preparation and documentation of this requirement.



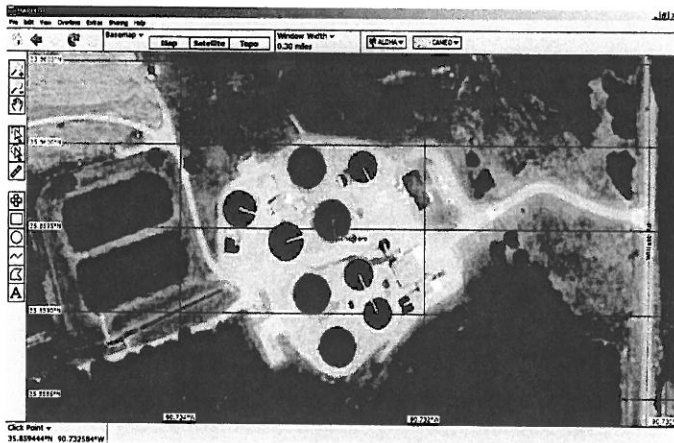
Release Scenario Distance Calculations

Release Scenario distances to endpoints are determined by using the EPA supported RMP*Comp software. Parameters used for this analysis are based on information obtained during EPA RMP inspections.



Off-Site Consequence Analysis

The Off-Site Consequence Analysis is conducted using the EPA recommended MARPLOT (Mapping Application for Response, Planning, and Local Operational Tasks) software to determine the Latitude and Longitude of the facility.



Developed by:

Emergency Response Division
National Oceanic and Atmospheric Administration

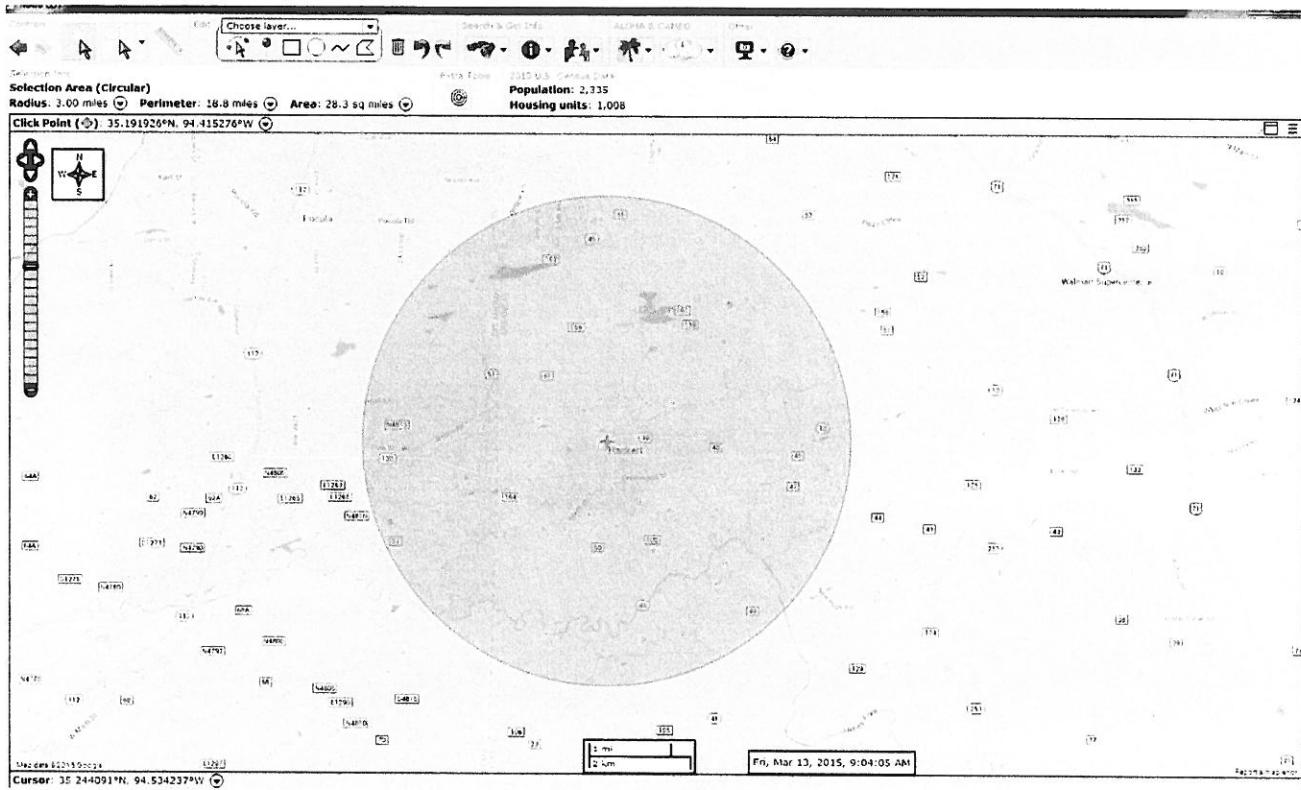


Office of Emergency Management
U.S. Environmental Protection Agency



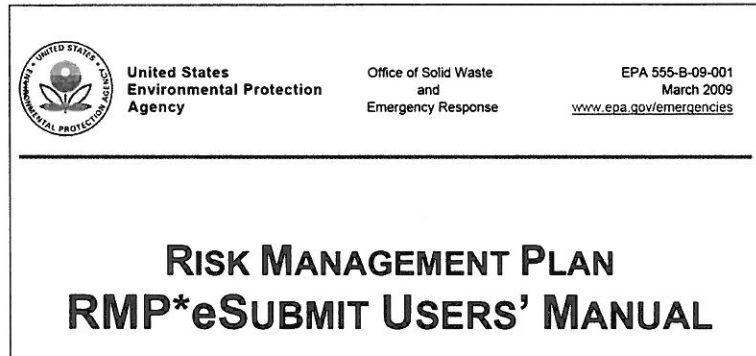
MARPLOT Estimator

The MARPLOT Estimator provides the estimated population within a release radius and the MARPLOT Mapping Tool generates a map detailing the release area and identifying offsite receptors within the release area. Population estimates, based on data from the 2010 U.S. Census, are identified within the specified radius.



Updating the RMP Registration

The final step of the Set-up is preparing and/or updating the RMP Registration electronically using EPA's RMP*eSubmit online registration program. If it is determined during the Set-up that a Registration Update is necessary, all submittal documents are prepared and the Registration is updated.





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[Frequently Asked Questions](#)
[Help & Support](#)
[CDX Home](#)
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[Logout](#)

RMP Section Selection

1000000
WATER TREATMENT PLANT
TRANSACTION TYPE: RESUBMISSION

Introduction to RMP*eSubmit

Section 1. Registration

Enter Registration Information

SELECT A PROCESS FROM THE FOLLOWING LIST TO UPDATE OR DELETE:

1000000344 Water Treatment

Add Process
Update/Delete Process
Help

Section 2. Toxics: Worst Case

SELECT A CHEMICAL FROM THE FOLLOWING LIST TO UPDATE OR DELETE SCENARIO:

1000000344 Water Treatment

Add Scenario
Update/Delete Scenario
Help

Section 3. Toxics: Alternative Release

SELECT A CHEMICAL FROM THE FOLLOWING LIST TO UPDATE OR DELETE SCENARIO:

1000000344 Water Treatment

Add Scenario
Update/Delete Scenario
Help

Section 4. Flammables: Worst Case

Add Scenario
Help

Section 5. Flammables: Alternative Release

APPENDIX

RMP Compliance Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into by the City of San Juan, located in San Juan, Texas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform professional services ("Services") related to CITY compliance with EPA Risk Management Program requirements for the following facilities:

City of San Juan Water Plant No. 1	709 South Nebraska Street	San Juan	TX
City of San Juan Water Plant No. 2	2111 North "I" Road	San Juan	TX
City of San Juan Wastewater Plant	201 W. Hall Acres	San Juan	TX

Services will be performed using online services available at www.MunicipalH2O.com as specified in the attached Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

2. MHC COMPLIANCE GUARANTEE. MHC agrees to pay any and all fines imposed by the Environmental Protection Agency (EPA), or in OSHA-delegated states the responsible state agency, levied on CITY because of CITY's failure to comply with EPA's Risk Management Program rule ("RMP") or the state's equivalent of RMP, provided that the fine is for a failure to comply during the term of MHC's Services, following MHC's completion of the Services specified as part of the Compliance Set-up Services in Exhibit A, and provided that CITY has fully complied with CITY's Compliance Guarantee Requirements specified in Exhibit B. CITY agrees to promptly notify MHC in the event that a fine, otherwise covered by this guaranty, is proposed or levied and further agrees to provide MHC with a copy of the written citation and allow MHC to communicate with EPA or the state agency, in conjunction with CITY, to attempt to negotiate a reduction in the amount of said fine or otherwise mitigate the amount thereof, should MHC, in its sole discretion, choose to do so. Notwithstanding the above provisions, this guaranty shall exclude any fine levied for a violation resulting from any error or omission of CITY: (a) to maintain equipment, and properly document such maintenance, covered by RMP requirements (e.g. such as

hoists and chlorine detectors) according to procedures specified by the manufacturer in the owner's manual, and (b) to provide in a timely manner operator procedures training for new operators and refresher training for existing operators and properly document such training as required by RMP. MHC agrees that it is responsible for including such RMP requirements in the written Prevention Program provided to CITY by MHC. This guaranty shall also exclude any fine levied more than one (1) year after the termination of this Agreement for any reason by either party.

3. COMPENSATION. CITY agrees to pay MHC a one-time Setup Fee of **\$6,000**. Additionally, CITY agrees to pay MHC a monthly fee of **\$575** for a first-year total cost of **\$12,900** (Setup Fee plus 12 months of monthly fees) for the professional services specified in Exhibit A during the term of this AGREEMENT. Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the professional services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the professional services specified in Exhibit A, with the exception of MHC's presence during an EPA or state inspection, normally can be performed by telephone and through the online services of MunicipalH2O.com. If any of the professional services require a site visit, including during an EPA or state inspection, and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work.

4. COOPERATION. CITY agrees to provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required services.

5. TERM AND TERMINATION. The AGREEMENT is effective on the date of signature by CITY and MHC, for a Term of twelve (12) calendar months, during which time the AGREEMENT may only be terminated in the event of a material breach of the Agreement, which the defaulting party fails to cure within ten (10) business days of written notice. The AGREEMENT will automatically renew each year at the Monthly Service Fee quoted for an additional one-year term on the anniversary of the effective date unless written notice is provided to the other party by the party wishing to terminate at least thirty (30) days prior to the renewal date.

6. CONFIDENTIALITY. The parties to this AGREEMENT agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

7. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O
Attention: MHC Business Operations
650 South Shackleford Rd, Suite 325
Little Rock, AR 72211

City of San Juan (CITY):

City of San Juan
Attention: Utilities Director
709 South Nebraska Street
San Juan, TX 78589

8. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

City of San Juan (CITY):

Print Name

Date

Signature

Title

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

Print Name

Date

Signature

Title

EXHIBIT A
Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following professional services:

Compliance Set-up Services for Each Facility:

1. Conduct an EPA Compliance Audit
2. Based on information provided by CITY, create and/or update RMP written documentation, including:
 - Compliance Audit Report
 - Hazard Assessment using EPA's RMP*Comp software and the latest available US Census software available from the MARPLOT mapping program.
 - RMP Prevention Program with all elements as required by EPA
 - Hazard Review or Process Hazard Analysis
3. Complete EPA registration forms and electronic filing using EPA's RMP*eSubmit as required.
4. Set up MunicipalH2O web-based account allowing CITY to receive the RMP Compliance Alert Service.
5. Provide training to CITY on the use of online RMP tools and resources available through the MunicipalH2O web-based service.

Ongoing Compliance Maintenance Services for Each Facility:

1. Maintain and update as needed the CITY MunicipalH2O.com web site to reflect any changes that occur in the facility or operations of CITY by maintaining regular contact with CITY to inquire about facility or process changes that may have affected RMP compliance requirements;
2. Assist in the conduct and documentation of the recurring requirements of the RMP standards, as needed, to include:
 - Written Prevention Program updates
 - Compliance Audits and reports
 - Hazard Review/Analysis updates and reports
 - Operating Procedures updates and training materials
 - Written Hazard Assessment updates
 - EPA Registration updates and submittals
3. Conduct, in cooperation with CITY, an annual RMP Compliance Review of the facility and process covered by this Agreement to ensure ongoing compliance and update documentation as needed. Annual Compliance Review shall be conducted by telephone or web-conference using the online automation tools of MunicipalH2O;
4. Provide onsite support upon request in conjunction with an EPA or state inspection related to RMP, provided that at least five (5) business days' prior written notice (email, fax, postal mail or courier) is provided to MHC; and
5. Provide the Compliance Guarantee to pay any fines resulting from MunicipalH2O's errors or omissions as specified in this Agreement.

EXHIBIT B

Compliance Guarantee Requirements

In accordance with the terms of Section 2 of the AGREEMENT, CITY understands and agrees that the MHC Compliance Guarantee is invalidated and becomes immediately null and void if CITY does not consistently and promptly perform the following requirements ("Compliance Guarantee Requirements"):

1. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all changes in CITY facility treatment processes, personnel, equipment used, operating procedures, equipment maintenance procedures, quantities of chemicals used, and other matters relevant to EPA or State Risk Management Program Requirements. It shall be CITY's responsibility to return MHC's telephone call based on MHC leaving one voicemail message at CITY's telephone number of record and sending one email to CITY's email address of record;
2. Promptly implement and adequately document the performance of the recurring requirements specified in the written Prevention Program provided by MHC to CITY, including proper equipment maintenance in accordance with manufacturer's specifications and proper training of new facility operators and service suppliers ("Recurring Requirements");
3. Promptly implement and adequately document the performance of all actions specified as needed for EPA and State Risk Management Program compliance in MHC Compliance Alerts made available on CITY's MHC website home page accessible at www.MunicipalH2O.com and/or provided to CITY in a written communication from MHC delivered by U.S. Postal service mail, overnight courier, email or Facsimile ("Required Actions");
4. Promptly reply to any MHC telephone call when a voicemail is left by MHC at CITY telephone number of record indicating the call is regarding CITY "RMP Compliance Update" and promptly reply to any email from MHC entitled "RMP Compliance Update" sent to CITY email address of record.; and
5. Ensure that MHC is always provided with current information regarding CITY designated compliance contact person, an alternate contact person in the event that the primary contact person is not available, and the telephone number(s), email address(es) and Facsimile number(s) appropriate for compliance-related communications.
6. Promptly notify MHC of receipt of any communication from EPA, OSHA or a state agency regarding CITY's non-compliance with RMP requirements covered under this Agreement; and grant MHC permission to communicate directly with EPA, OSHA or state agency making such allegation of non-compliance in an effort to avoid a citation or mitigate the amount of fine related to the alleged non-compliance.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

MunicipalH2O

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

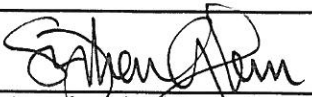
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

7-24-2018
Date

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Discussion and Possible Action to Approve the Final Pay Application in the Amount of \$36,259.23 from GO Underground for the East San Juan Water Improvement Project and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Approve the Final Pay Application in the Amount of \$36,259.23 from GO Underground for the East San Juan Water Improvement Project and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed

RECOMMENDATION:

Approve As Presented

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

CONTRACT AGREEMENT FOR ENGINEERING PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF HIDALGO §

PART I. PARTIES AND PROJECT

This AGREEMENT 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**, hereinafter called the PROJECT.

PART II. ENGINEERING FEES



For Basic Services: \$ 42,858.00 or 9% of the final construction cost, whichever is greater. The City of San Juan will reimburse the ENGINEER for any surveying and geotechnical expenses after providing a copy of paid invoices for those types of services.

PART III. TERM OF AGREEMENT

This agreement shall be in effect for 365 days or to the final completion of construction whichever is less.

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 Agreement.

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 3 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, responsible 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 Section 1 and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement 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 Section 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 Agreement.

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 Agreement 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 Agreement will be set forth in an exhibit

that is to be identified, attached to and made a part of this Agreement 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 Section 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 Agreement. 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 Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 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 Section I (or as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") as follows:

Study and Report Phase	Not to Exceed 20%
Design Phase	Not to Exceed 75 %
Bidding Phase	Not to Exceed 80%
Construction Phase	Not to Exceed 95 %
As-Built Drawings	Not to Exceed 100%



- 4.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 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 Agreement 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 under Paragraph 5.1 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 section 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 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 Article 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 Agreement 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 Agreement; provided however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;
 - 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 Agreement, 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 Termination. The obligation to provide further services under this Agreement may be terminated by the OWNER upon ten (10) days written notice at the sole discretion of the OWNER or either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 5.2 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.
- 5.3 Controlling Law. This agreement is to be governed by the Law of the State of Texas. Venue shall be in Hidalgo County.
- 5.4 Successors and Assigns
 - 5.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.
 - 5.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in Paragraph 5.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

ARTICLE 6 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 6.1 This Agreement 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, 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 Agreement 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 Agreement:
- 6.2.1 Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 2 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 Agreement (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 Agreement 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 Agreement, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement 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 Agreement. 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 Agreement, from the inception of the Agreement 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.

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

OWNER:

CITY OF SAN JUAN, TEXAS

Benjamin Arjona, City Manager

ENGINEER:

PCE - PEREZ CONSULTING ENGINEERS

J. David Perez, P.E., President

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 Agreement made on _____, 2017 between City of San Juan, Texas and PCE-Perez Consulting Engineers, LLC (Engineer) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the Agreement 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.
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.

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
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

LS#12

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PROPOSED 12" WATERLINE
EXISTING WATERLINE
EXISTING SANITARY SEWER
EXISTING STORM SEWER

Google Earth

Pay Application

PROJECT:
EAST SAN JUAN WATER IMPROVEMENTS
PROJECT NO.: 18-69-06-13

APPLICATION FOR PAYMENT NO.: **FINAL**
DATES INCLUDED IN APPLICATION: **3/29/2019** **5/14/2019**
FROM TO

CONTACTOR:
GO UNDERGROUND, LLC
217 E. MONROE AVE.
HARLINGEN, TEXAS 78550

OWNER:
CITY OF SAN JUAN
709 S. NEBRASKA ST.
SAN JUAN, TEXAS 78589

ENGINEER:
PEREZ CONSULTING ENGINEERS
808 DALLAS AVE
MCALLEN, TX 78501



				CONTRACT TOTAL		COMPLETED TO DATE	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL (a)	QUANTITY	TOTAL COST (b)
A. BASE BID							
1	12" PVC AWWA C 900 DR18 Pressure Class 235 PSI Pipe for water transmission and distribution,	2,000	LF	\$ 32.25	\$ 64,500.00	2,000	\$ 64,500.00
2	16" PVC AWWA C900 DR18 Pressure Class 235 PSI Pipe for water transmission and distribution,	34	LF	\$ 75.38	\$ 2,562.92	34	\$ 2,562.92
3	Open Cut Installation o 24" x 3/8" Thick Coated Steel Casing inclusive of 16" PVC AWWA C 900 DR18 Pressure Class 235 PSI Carrier Pipe,	370	LF	\$ 150.14	\$ 55,551.80	370	\$ 55,551.80
4	7' x 7' Reinforced Concrete Cast in Place Conflict Box,	1	EA	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00
5	7' x 10' Reinforced Concrete Cast in Place Conflict Box,	1	EA	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
6	16" x 16" AWWA C 153 MJ Tee,	2	EA	\$ 4,181.79	\$ 8,363.58	2	\$ 8,363.58
7	16" AWWA MJ Plug Solid,	2	EA	\$ 1,683.89	\$ 3,367.78	2	\$ 3,367.78
8	16" x 45° AWWA C 153 MJ Bend,	2	EA	\$ 2,138.76	\$ 4,277.52	2	\$ 4,277.52
9	16" x 12" AWWA C 153 MJ Reducer,	2	EA	\$ 1,744.68	\$ 3,489.36	2	\$ 3,489.36
10	12" x 12" AWWA C 153 MJ Tee,	1	EA	\$ 3,852.51	\$ 3,852.51	1	\$ 3,852.51
11	12" x 8" AWWA C 153 MJ Tee,	1	EA	\$ 3,606.24	\$ 3,606.24	1	\$ 3,606.24
12	12" x 6" AWWA C 153 MJ Tee,	7	EA	\$ 3,565.07	\$ 24,955.49	7	\$ 24,955.49
13	12" x 45 degree AWWA C 153 MJ Bend,	1	EA	\$ 1,457.46	\$ 1,457.46	1	\$ 1,457.46
14	12" x 11-1/4 degree AWWA C 153 MJ Bend,	1	EA	\$ 1,380.74	\$ 1,380.74	1	\$ 1,380.74
15	12" AWWA C 509 Resilient Seat Gate Valve Mueller® A2361 or A2362 Series or equal,	5	EA	\$ 2,923.32	\$ 14,616.60	5	\$ 14,616.60
16	8" AWWA C 509 Resilient Seat Gate Valve Mueller® A2361 or A2362 Series or equal,	1	EA	\$ 1,961.64	\$ 1,961.64	1	\$ 1,961.64
17	12" AWWA C 219 Repair Coupling Adaptor Smith Blair® Series 462 Long Sleeve Heavy Cast Ductile Iron or equal,	3	EA	\$ 2,670.60	\$ 8,011.80	3	\$ 8,011.80
18	8" AWWA C 219 Repair Coupling Adaptor A423 Mueller Super Centurion® with Aguagrip® System or equal,	1	EA	\$ 2,188.28	\$ 2,188.28	1	\$ 2,188.28
19	5-1/4" Fire Hydrant Assembly including AWWA C502 Dry Barrel Fire Hydrant, Mueller Centurion, and 6" AWWA C 509 Resilient Seat Gate	7	EA	\$ 5,693.43	\$ 39,854.01	7	\$ 39,854.01
20	1" Water Service Tap Connection with Meter box	3	EA	\$ 929.59	\$ 2,788.77	3	\$ 2,788.77
21	1" Private Waterline Reconnect at Lot 1 El Tigre Food Store,	1	LS	\$ 299.26	\$ 299.26	1	\$ 299.26
22	1" Private Waterline Reconnect,	2	EA	\$ 1,499.26	\$ 2,998.52	2	\$ 2,998.52
23	Plug and abandon existing water service,	3	EA	\$ 450.00	\$ 1,350.00	3	\$ 1,350.00
24	Remove and replace a section of existing sanitary sewer service with 10' LF of IPS CL160 pressure rated PVC Pipe centered 2' below the	2	EA	\$ 2,799.80	\$ 5,599.60	2	\$ 5,599.60
25	Bore across existing driveway,	188	LF	\$ 105.00	\$ 19,740.00	188	\$ 19,740.00
26	Mill existing road surface to 1 1/2" depth, inclusive of hauling fee to stockpile it at City of San Juan, Waste Water Treatment Plant, 201 W.	2,521	SY	\$ 5.76	\$ 14,520.96	2,521	\$ 14,520.96

27	Resurface with 1 1/2" compacted Dense-graded Hot Mix Asphalt TxDOT Item 340 Type D fine surface pavement,	2,521	SY	\$ 6.87	\$ 17,319.27	2,521	\$ 17,319.27
28	Reinstall reflectorized pavement marking TxDOT Item 666 Type I Marking Material hot applied thermoplastic and raised pavement	1	LS	\$ 8,980.00	\$ 8,980.00	1	\$ 8,980.00
29	Traffic Control Plan (TCP), inclusive of professional engineering fees for preparation of TCP and installation and maintenance of all required	1	LS	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00
30	Erosion Control Measures,	1	LS	\$ 2,090.00	\$ 2,090.00	1	\$ 2,090.00
31	Clear and Restore,	2,370	LF	\$ 5.00	\$ 11,850.00	2,370	\$ 11,850.00
TOTAL BASE BID				\$ 395,034.11		\$ 395,034.11	
CHANGE ORDER NO. 1							
1	Remove 50 LF of Base Bid Item 1: 12" AWWA C900 DR18 Pressure Class 235 PSI Pipe	-50	LF	\$ 32.25	\$ (1,612.50)	-50	\$ (1,612.50)
2	Remove 1 of Base Bid Item 11: 12" x 8" AWWA C 153 MJ Tee	-1	EA	\$ 3,606.24	\$ (3,606.24)	-1	\$ (3,606.24)
3	Remove 1 of Base Bid Item 14: 12" x 11-1/4 degree AWWA C153 MJ Bend	-1	EA	\$ 1,380.74	\$ (1,380.74)	-1	\$ (1,380.74)
4	Remove 1 of Base Bid Item 16: 8" AWWA C 509 Resilient Seat Gate Valve Mueller® A2361 or A2362 Series or equal	-1	EA	\$ 1,961.64	\$ (1,961.64)	-1	\$ (1,961.64)
5	Remove 1 of Base Bid Item 18: 8" AWWA C 219 Repair Coupling Adaptor	-1	EA	\$ 2,188.28	\$ (2,188.28)	-1	\$ (2,188.28)
6	Remove 50 LF of Base Bid Item 31: Clear and Restore	-50	LF	\$ 5.00	\$ (250.00)	-50	\$ (250.00)
7	Add 10 LF of Base Bid Item 3: Open Cut Installation of 24" x 3/8" Thick Coated Steel Casing inclusive of 16"	10	LF	\$ 150.14	\$ 1,501.40	10	\$ 1,501.40
8	Add 4 each of Base Bid Item 13: 12" x 45 degree AWWA C153 MJ Bend	4	EA	\$ 1,457.46	\$ 5,829.84	4	\$ 5,829.84
9	Per Proposal Request No. 1 - Add 1 - TxDOT Inlet installed mid point in the turn around lane (STA 21+00)	1	EA	\$ 6,020.00	\$ 6,020.00	1	\$ 6,020.00
10	Per Proposal Request No. 2, Option 2 - Remove existing concrete collar.	1	EA	\$ 5,250.00	\$ 5,250.00	1	\$ 5,250.00
11	Per Proposal Request No. 2, Option 2 - Cut and Restore existing paved driveway 17 LF.	17	LF	\$ 44.12	\$ 750.00	17	\$ 750.00
12	Per Proposal Request No. 2, Option 2 - Deduct 17 LF of Base Bid Item 25: Bore across existing driveway	-17	LF	\$ 105.00	\$ (1,785.00)	-17	\$ (1,785.00)
13	Terracon Invoice Adjustment: Report No. 0006, Service Date 11.26.18, Supplier CEMEX; compressive strenght does not comply (Contractor responsible for charge-reimbursable amount paid by City of San Juan.)	-1	LS	\$ 386.75	\$ (386.75)	-1	\$ (386.75)
14	Terracon Invoice Adjustment: Report No. 0023, Service Date 2.18.19, Contractor was not ready when testing lab arrived at project site. (Contractor responsible for charge-reimbursable amount paid by City of San Juan.)	-1	LS	\$ 122.00	\$ (122.00)	-1	\$ (122.00)
TOTAL CHANGE ORDER NO. 1				\$ 6,058.09		\$ 6,058.09	
GRAND TOTAL - BASE BID + CHANGE ORDER NO. 1				\$ 401,092.20		\$ 401,092.20	

SUBMITTED BY:

GO UNDERGROUND, LLC - CONTRACTOR

DATE

06/25/19

RECOMMENDED BY:

PEREZ CONSULTING ENGINEERS - PROJECT ENGINEER

Alfonso A. Gonzalez, P.E.

DATE

APPROVED BY:

CITY OF SAN JUAN, PUBLIC UTILITIES DEPARTMENT

DATE

PLEASE NOTE:

The approval of this periodic estimate is provisional and subject to field verification of "As Built" quantities. No field verification of quantities have been made. Periodic pay quantity is approximated by field observation only.

PROJECT SUMMARY

(1) CONTRACT AMOUNT (a)	\$ 395,034.11
(2) CHANGE ORDERS (b)	\$ 6,058.09
(3) ADJUSTED CONTRACT AMOUNT ((1) + (2))	\$ 401,092.20
(4) COMPLETED TO DATE	\$ 401,092.20
(5) MATERIALS ON HAND	
(6) TOTAL COMPLETED TO DATE ((4) + (5))	\$ 401,092.20
(7) LESS 5% RETAINAGE	\$ -
(8) NET COMPLETED TO DATE ((6) - (7))	\$ 401,092.20
(9) LESS PREVIOUS PAYMENTS	\$ 364,832.97
TOTAL DUE THIS ESTIMATE ((8) - (9))	\$ 36,259.23

Certificate of Substantial Completion

Dated: April 16, 2019

Project: East San Juan Water Improvements	Owner: City of San Juan, Texas 709 S. Nebraska St. San Juan, Texas 78589	Owner's Project No. 18-69-06-13
Contract: East San Juan Water Improvements Project		Date of Contract: August 17, 2018 NTP: August 17, 2018
Contractor: GO Underground, LLC Attn: George Olivarez 217 E. Monroe Ave. Harlingen, Texas 78550		Engineer: PCE-Perez Consulting Engineers Attn: Alfonso A. Gonzalez, P.E. 808 Dallas Avenue McAllen, Texas 78501

THIS CERTIFICATE OF SUBSTANTIAL COMPLETION APPLIES TO ALL WORK UNDER CITY OF SAN JUAN CONTRACT EXECUTED ON AUGUST 17, 2018:

DATE OF SUBSTANTIAL COMPLETION: **TUESDAY – APRIL 10, 2019**

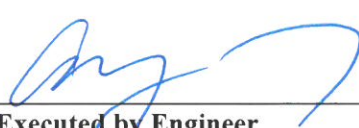
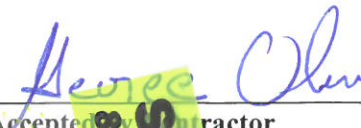
The work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and found to be substantially complete. The Date of Substantial Completion of the Project (or portion thereof designated above) is hereby declared and is also the date of commencement of applicable warranted required by Contract Documents, except as stated below.

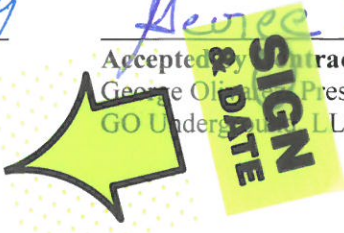
A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Plans and Contract Documents.

The following Documents are attached to and made part of this Certificate:

1. Substantial Completion Letter detailing Punch List Items
2. Photo Exhibits numbered 1-10
3. Typical Detail
4. Safe-T-Cover Specification Submittal Sheet

This Certificate does not constitute acceptance of the Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Plans and Contract Documents.

 Executed by Engineer Alfonso A. Gonzalez, P.E. PCE-Perez Consulting Engineers	Date	<u>05/03/19</u>	 Accepted by Contractor George Olivarez, President GO Underground, LLC	Date	<u>04/30/19</u>
---	------	-----------------	--	------	-----------------



Accepted by Owner Ben Arjona, City Manager City of San Juan, Texas	Date
---	------



LETTER OF WARRANTY

DATE: 04/10/2019

PROJECT NAME: E. SAN JUAN WATER IMPROVEMENTS CSJ17119

PROJECT LOCATION: SAN JUAN, TX

CONTRACT NUMBER: 18-69-06-13

CONTRACT AMOUNT: \$401,600.95

GEORGE OLIVARES warrants all labor performed and material installed at the above-mentioned jobsite, in accordance with the contract drawings, specifications, and alternations, and additions thereto for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and / or product abuse.

Under this warranty, GO UNDERGROUND, LLC. will be provided the opportunity to have one of its representatives assess any damage identified to be caused by employees and / or material installed by us. If said damage is judged to be the fault of GO UNDERGROUND, LLC. workmanship and / or material, GO UNDERGROUND, LLC. will at no cost to the Owner repair or replace defective material.

Respectfully,

George Olivares, President
Name / Title

George Olivares/GO UNDERGROUND, LLC.
Contractor/Company Name



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: E. SAN JUAN WATER IMPROVEMENTS

PROJECT NO#: CSJ17119

OWNER: CITY OF SAN JUAN

CONTRACTOR: GO UNDERGROUND, LLC.

ENGINEER: PEREZ CONSULTING ENGINEERS

The Contractor, in accordance with the Contract Documents, and in consideration of the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens, which the Contractor may have on or affecting the project as a result of this contract for the project or for performing labor and / or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractor of labor and / or materials supplied to, for through and at the direct and indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR:

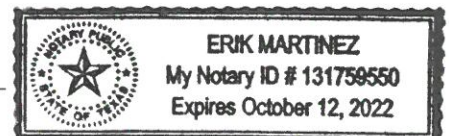
BY: George Olivas

TITLE: _____

Subscribe and sworn to before me this 2 day of May 20 19.

Notary Public: Erik Martinez

My Commission Expires: 10-12-2022



Office: 956-412-6100 – Fax: 956-412-6101 – Email: goexcavate@yahoo.com

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LIEN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of TWENTY THREE THOUSAND TWO HUNDRED EIGHTY AND NO/100'S DOLLARS

(\$ 23,280.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

ALAMO CONCRETE PRODUCTS
SUPPLIER

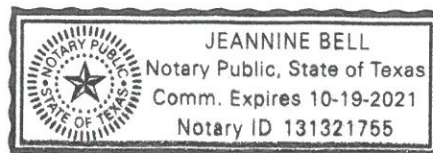
BY: Jack Valdez JACK VALDEZ
TITLE: CREDIT SUPERVISOR

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13 day of JUNE 2019

To certify which witness my hand and seal of office.

Jeannine Bell
NOTARY PUBLIC in and for the State of TEXAS

My Commission Expires: 10/19/21



UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: East San Juan Water Improvements

The signer of this document has been paid in full for all labor, services, furnished to the property or to Go Underground Construction on the property of City of San Juan (owner) located at US Expressway 83 From (location) to the following extent: Temporary Traffic Control Plans and Cesar Chavez Rd. (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

"The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

By: M. A. Salian
Name: Mario A. Salian, P.E.
Title: Owner
Date: 6/12/19



NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project 18-69-06-13 E SAN JUAN H2
Job No. 41424 only

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to GO UNDERGROUND LLC (person with whom signer contracted) on the property of CITY OF SAN JUAN (owner) located at US EXPY 83 & CESAR CHAVEZ, ALAMO, TX 78516 (location) to the following extent: Waterworks etc.. (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release. Final payment received 4.11.19.

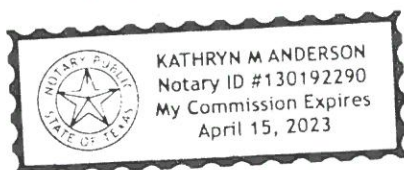


Eduardo Garcia
Operations Manager

Subscribed and sworn-to before me, the undersigned Notary Public, by Eduardo Garcia, Operations Manager of Ferguson name title supplier on this 9th day of May 2019.



Notary Public in and for the State of Texas
(seal)



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of 60
Fourteen thousand seven hundred sixty-nine dollars and 100 DOLLARS

(\$ 14,769.60) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

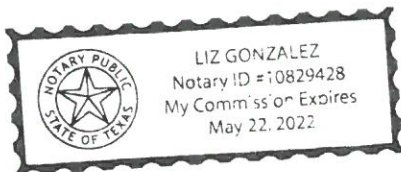
Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Frontera Materials, Inc.

SUPPLIER

BY:

TITLE



SWORN TO AND SUBSCRIBED BEFORE ME, on this the 30th day of April
2015 2019

To certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of TEXAS

My Commission Expires: 5/22/2022

14643347

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of THREE HUNDRED TWENTY & 00/100 DOLLARS

(\$ 320.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Cemex

SUPPLIER

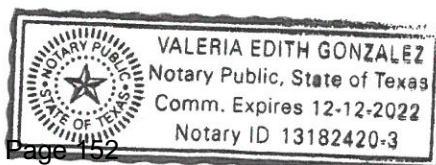
BY: [Signature] credit manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 3rd day of May 2019

To certify which witness my hand and seal of office.

Valeria Gonzalez
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 12-12-2022



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

_____ DOLLARS

(\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Vulcan Materials

SUPPLIER

BY: _____

TITLE

Credit Mgr

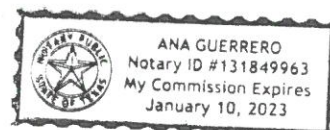
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 30 day of Apr 2019
2015

To certify which witness my hand and seal of office.

Ana Guerrero

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 1-10-23



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

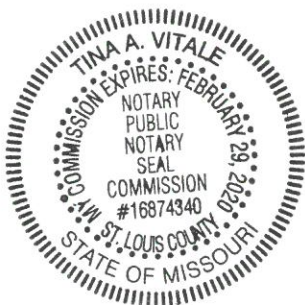
CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

One thousand three hundred ninety-three & seven cents DOLLARS

(\$ 1,393.07) and other good and valuable consideration, ~~the receipt and sufficiency of~~ ^{upon payment clearing the bank} ~~which is hereby acknowledged and confessed,~~ ^{upon which it is drawn} the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.



Core & Main
SUPPLIER

BY: Phyllis W. Winslow
TITLE Credit Manager

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22 day of April
2015-2019

To certify which witness my hand and seal of office.

Tina A. Vitale
NOTARY PUBLIC in and for the State of Missouri

My Commission Expires: 2-29-2020

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

four hundred thirty eight 80/100 DOLLARS

(\$ 438.80) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Southern Star Transport, LLC
SUPPLIER

BY:

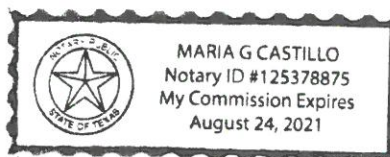
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16th day of May 2019
2015

To certify which witness my hand and seal of office.

Maria G. Castillo
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8/24/21



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

Four Thousand Five Hundred Twenty-Four Dollars ^{\$ 68/100} DOLLARS

(\$ 4524.68) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

CMC Construction Services
SUPPLIER

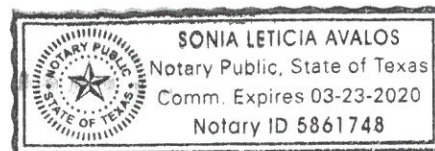
BY: Pamela Sautman
TITLE Credit Rep

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 29 day of April
2019

To certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of TEXAS

My Commission Expires: 03/23/2020



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of 24
One thousand three hundred seventy one DOLLARS

(\$ 1371.24) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Upper Valley Materials
SUPPLIER

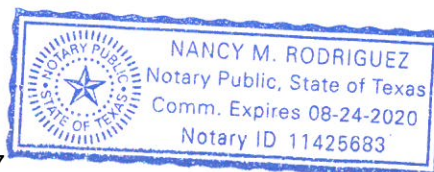
BY: Edgar M. [Signature] / CREDIT MGR
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 24th day of April
2015

To certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

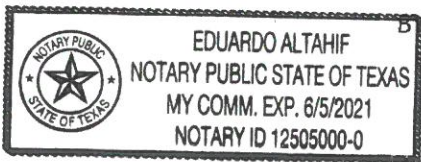
_____ DOLLARS

(\$ 475.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SJS Enterprises

SUPPLIER



owner [Signature]

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 8th day of May, 2019

To certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 06/05/2021

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

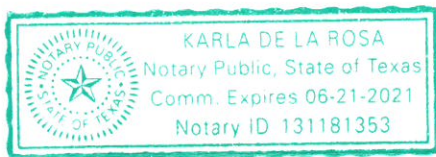
E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of Five Hundred and Ninety Nine DOLLARS and 22 Cents

(\$ 599.22) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.



2GS, LLC dba Earthworks Enterprise
SUPPLIER

BY: Humberto Garcia, Jr/Member

TITLE

A handwritten signature in blue ink, appearing to read "Humberto Garcia, Jr.", written over a horizontal line.

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 29th day of May 2019

To certify which witness my hand and seal of office.

Karla De La Rosa

A handwritten signature in blue ink, appearing to read "Karla De La Rosa", written over a horizontal line.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 06/21/2021

98035199

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

_____ DOLLARS

(\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

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All invoices through 4-15-19 paid in full.

McCa's Building Supply
SUPPLIER

BY: [Signature] / Senior Collector
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 24 day of April
2015-2019

To certify which witness my hand and seal of office.



Christy L. Deadmond
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

_____ DOLLARS

(\$ -0-) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

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VALLEY CALICHE PRODUCTS, INC.



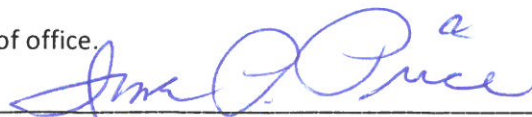
SUPPLIER

BY: VICE PRESIDENT

TITLE

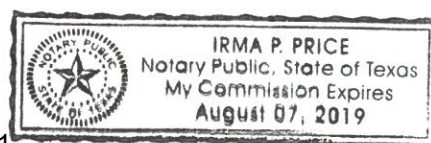
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22ND day of APRIL
2015

To certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of TEXAS

My Commission Expires: 8-7-19



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

TWO THOUSAND THREE HUNDRED NINETY SIX ²⁴/₁₀₀ DOLLARS

(\$ 2396 ²⁴/₁₀₀) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

RIO VALLEY PIPE
SUPPLIER

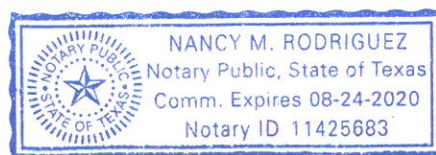
BY: [Signature] / CREDIT MANAGER
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of May
2015

To certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-24-20



FINAL AFFIDAVIT AND WAIVER AND RELEASE OF LEIN

THE STATE OF TEXAS

COUNTY OF: HIDALGO

The undersigned contracted with GO UNDERGROUND, LLC. to furnish Material in connection with certain improvements to real property located in HIDALGO County, Texas, and owned by the City of San Juan which improvements are described as follows:

E. SAN JUAN WATER IMPROVEMENTS CSJ17119

CONTRACT NUMBER: 18-69-06-13

In consideration of Final Application for Payment No. 6, the amount of

Five thousand eight hundred ninety seven DOLLARS

(\$ 5,897.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's line or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valley Striping Corp
SUPPLIER

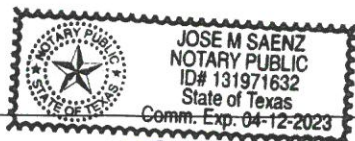
BY: Guadalupe Salinas / President

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 30 day of April 2019

To certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for the State of



Texas

My Commission Expires: 04-12-2023

Valley Striping Corp.
1616 E. Griffin Pkwy #143
Mission, TX 78572

GO Underground, LLC
217 E. Monroe Ave.
Harlingen, TX. 78550



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

A. Preliminary and Final Plat Approval of the Shops at HEB being a Re-Plat of Lot 3, HEB San Juan-Unit 2 Subdivision, located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road, as Requested by Melden and Hunt, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is proposing to Re-plat Lot 3, HEB San Juan –Unit 2 into three (3) commercial subdivision. Originally, the subdivision plat was recorded in 2010. The property is vacant and zoned as the Expressway Corridor District (EC).

Water and sewer services will be provided by the City of San Juan. There is an existing 2-inch and 6-inch water lines in site. An existing 8-inch sewer line is available in the middle of the property.

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission recommended approval of the Preliminary and Final Plat Approval of the Shops at HEB Subdivision with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Preliminary and Final Plat Approval for the Shops at HEB Subdivision.
APPLICANT:	Shops at San Juan, LLC. c/o Caraig J.Garansuay
SURVEYOR/ENGINEER:	Melden & Hunt, Inc.
LEGAL:	Being a Re-Subdivision of 3.304 acre tract out of Lot 3, HEB San Juan – Unit 2
LOCATION:	Located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road
LOT/TRACT SIZE:	3.304 acres
EXISTING LAND USE AND ZONING:	<i>North</i> – Commercial; Expressway Corridor District (EC) <i>South</i> – Residential; Expressway Corridor District (EC) <i>West</i> – Commercial; Expressway Corridor District (EC) <i>East</i> – Vacant; Expressway Corridor District (EC)
ACCESS AND CIRCULATION:	The property has access onto Frontage Road
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the request.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is proposing to Re-plat Lot 3, HEB San Juan –Unit 2 into three (3) commercial subdivision. Originally, the subdivision plat was recorded in 2010. The property is vacant and zoned as the Expressway Corridor District (EC).

Water and sewer services will be provided by the City of San Juan. There is an existing 2-inch and 6-inch water lines in site. An existing 8-inch sewer line is available in the middle of the property.

PLAT REQUIREMENTS

Drainage Statement

1. Revised Drainage Statement received on June 14, 2019 and approve as revised.
2. Detention calculations for pond volume determination should reflect actual undeveloped discharge permitted (2.75 cfs) into the TxDOT System or the undeveloped flow, whichever is less.
3. Provide a copy of the approve TxDOT Drainage Discharge Permit.

Subdivision Plat

1. Include a Plat Notes starting, “Access will not be permitted through the existing 25 feet Street R.O.W. located on the south line of the subdivision.”
2. Other comments by Planning Department and Utilities Department as appropriate.

Engineering Plans

a. Water Distribution System Layout

(Subject to additional review and requirements by Utilities Department)

b. Sanitary Sewer System Layout

(Subject to review by Utilities Department)

c. Paving and Drainage Plans

Provide engineering plans for proposed outfall into the TxDOT drainage system.

Provide detention pond volumes after determination of actual required volume as per A.2 (Drainage Statement)

Escrow and Engineering Estimates

1. Submit engineering estimate(s) for all public infrastructure water lines, fire hydrants and sidewalks.
2. Subdivision may be subject to reimbursement for war and sanitary sewer connections.

Fire:

1. Shall require a 12-inch looped water line. (Water line shall be extended from Veterans Boulevard to site location)
2. Pad Site C-Building will require a complete sprinkler system.

3. Additional Fire Hydrants will be required.
4. All buildings will require automatic notification and detection systems.
5. Fire lanes shall be established once parking lot is completed.
6. FDC shall be free standing with 5-inch KNOX BOX STORZ with Safety Cap and a 90 Degree Elbow.
7. Sprinkler System Plans must be submitted for approval, one set of plans to be submitted to Fire Department and one set to be submitted to ISO.
8. No construction without all Fire Protection in place.
9. Pad Sites shall have KNOX BOX vaults for access.
10. Address shall be posted in front of building with 6-inch minimum and shall be visible from the roadway.
11. All site pads shall have a 26 feet rear access road.
12. Will require total square footage on site Pad-A.

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Subdivision Plat
Photos



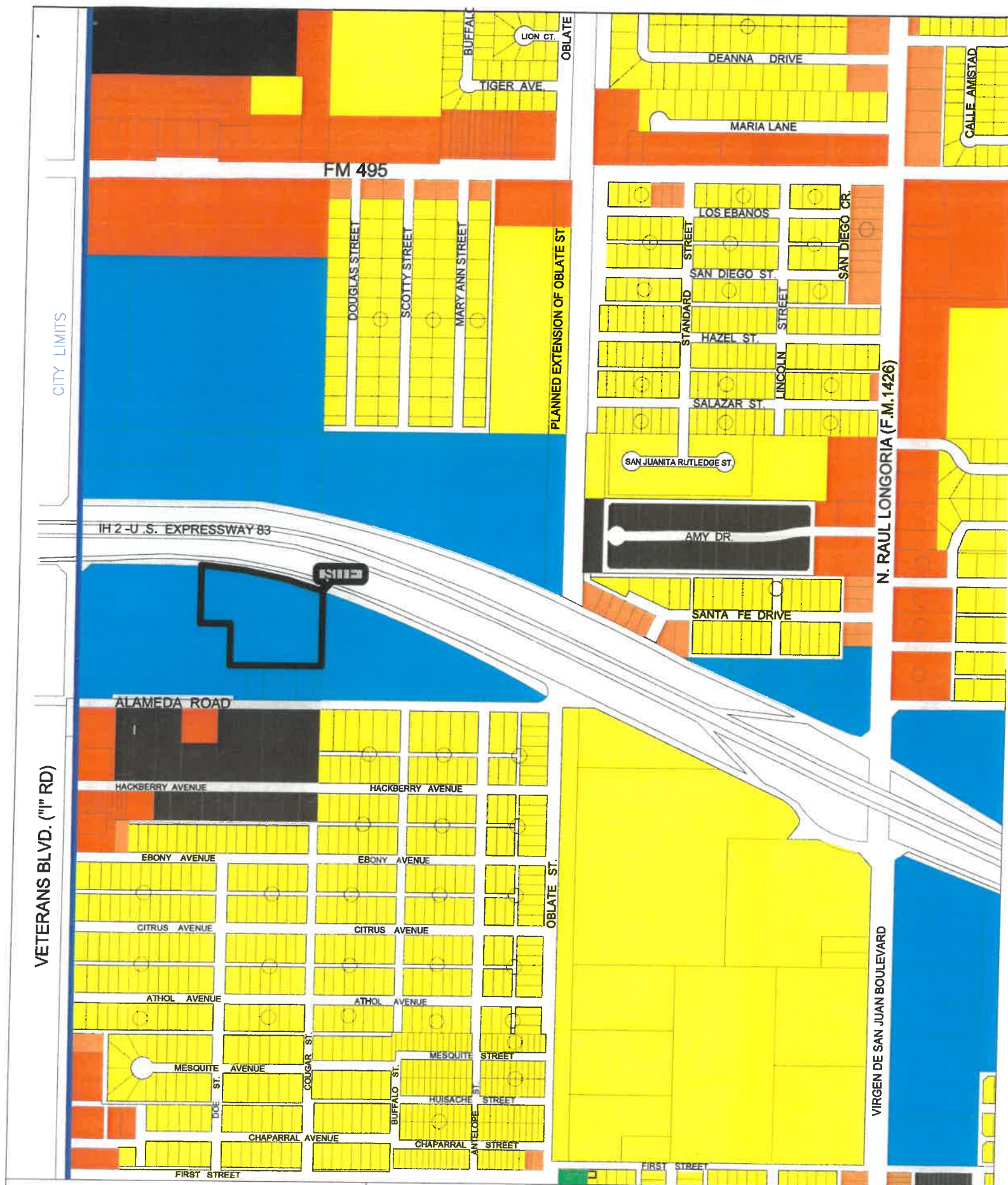


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Shops at HEB being a Re-Plat of Lot 3, HEB San Juan - Unit 2 Subdivision, located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road, as Requested by Melden & Hunt.





Preliminary and Final Plat Approval of the Shops at HEB being a Re-Plat of Lot 3, HEB San Juan - Unit 2 Subdivision, located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road, as Requested by Melden & Hunt, Inc.



- Preliminary and Final Plat Approval of the Shops at HEB being a Re-Plat of Lot 3, HEB San Juan-Unit 2 Subdivision, located approximately 600 feet East of Veterans Boulevard, along the South side of Frontage Road, as Requested by Melden and Hunt, Inc.



Proposed Site

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Preliminary and Final Plat Approval of the Black Hills Estates Subdivision being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Rios, the applicant, is proposing to subdivide 20.0 acre tract into a residential subdivision with 91 lots. The proposed subdivision will have two interior streets that will connect it to Sioux Road. The subdivision is proposing to have water service from North Alamo Water Supply Corporation and sewer from the City of San Juan.

It is noted that the property was rezone to Multi-Family Residence District on 2017 and subdivision plat was processed with 10.0 acre tract.

Mr. Rios acquired the adjacent 10 acre tract and rezoned the property back to Single-Family on May 2019 in order to comply with zoning for the proposed subdivision.

It is noted that the Project Engineer is requesting a variance to not have to comply with the minimum lot width of 60 feet in width for a residential lot and to not have to comply on the block length.

RECOMMENDATION:

During the regular meeting on July 1, 2019, the Planning and Zoning Commission recommended denial of the Preliminary and Final Plat Approval of the Black Hills Estates Subdivision with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 07/01/2019
CITY COMMISSION – 07/09/2019
DATE PREPARED – 07/01/2019

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Preliminary and Final Plat Approval for the Black Hills Estates Subdivision.

APPLICANT: Omar Rios

SURVEYOR/ENGINEER: Delcon Logistics

LEGAL: Being a 20.0 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Subdivision

LOCATION: Located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road

LOT/TRACT SIZE: 20.0 acres

EXISTING LAND USE AND ADJACENT ZONING: North – Outside city limits
South – Residential; Single-Family Residential District (R-S)
East – Residential; Single-Family Residential District (R-S)
West – Vacant; Single-Family Residence District (R-S)

ACCESS AND CIRCULATION: The property has access onto Sioux Road

PUBLIC SERVICES: Water service will be provided by the City of San Juan. Sewer is provided by the City of San Juan.

VARIANCE REQUEST: The applicant is requesting the following variances (see enclosed letter):

1. To not comply with the minimum lot with requirement.
2. To not comply with the block length.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Rios, the applicant, is proposing to subdivide 20.0 acre tract into a residential subdivision with 91 lots. The proposed subdivision will have two interior streets that will connect it to Sioux Road. The subdivision is proposing to have water service from North Alamo Water Supply Corporation and sewer from the City of San Juan.

It is noted that the property was rezoned to Multi-Family Residence District on 2017 and subdivision plat was processed with 10.0 acre tract.

Mr. Rios acquired the adjacent 10 acre tract and rezoned the property back to Single-Family on May 2019 in order to comply with zoning for the proposed subdivision.

It is noted that the Project Engineer is requesting a variance to not have to comply with the minimum lot width of 60 feet in width for a residential lot and to not have to comply on the block length.

PLAT REQUIREMENTS

WATER:

1. Developer will tie into an existing NAWSC 8-inch water line along the South side of Sioux Road.
2. Fire hydrants will need to be installed according to City of San Juan Fire Department.
3. Construction drawings will need to be submitted for review.

SEWER:

1. Proposed is to tie into an existing 18-inch along Sioux Road.
2. Need to clarify sewer line design.
4. Construction drawings will need to be submitted for review.

STREETS AND DRAINAGE:

1. Block lengths cannot exceed 800 feet per Ordinance. Will need East/West Street stub out.
2. Approved Drainage Report needs to be submitted for review.
3. Proposed detention pond cannot be dedicated to the City for maintenance.
4. No Dead End alleys are allowed.
5. All Storm Drainage pipe shall be reinforced concrete or as per Ordinance.
6. Construction Drawings will need to be submitted for review.

PLAT:

1. Show all adjacent easements on plat.
2. Minimum lot frontage is 60 feet and 65 feet for corner lots.
3. Correct Note 3 to state at middle front of each lot.
4. Note 18, City will not maintain Detention Pond.
5. Clarify Note No. 18.
6. Note 20, a 5 foot sidewalk along Sioux Road will be constructed during Subdivision process.

MISCELLANEOUS:

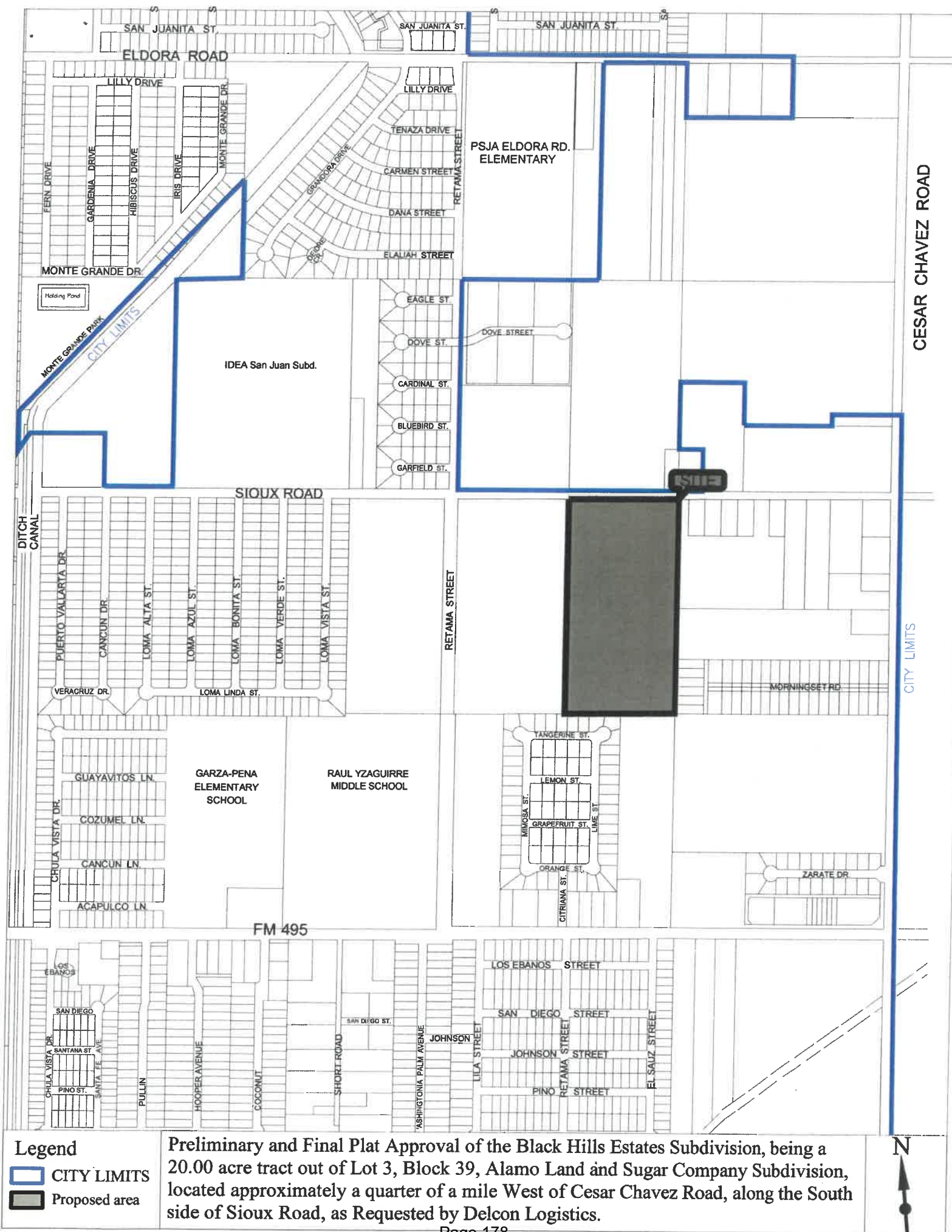
1. Correct detail sheets as noted.
2. During review process, further comments may need to be addressed.

FIRE:

1. Water line shall be 8 inch minimum and looped.
2. Six (6) fire hydrants shall be placed every 500 feet (Recommended Mueller Safety Yellow Barrel without anti-theft device.)
3. All hydrants are to have Blue Reflective Markers on the Center of Street to Identify Hydrant Location.
4. Curb shall be painted RED with WHITE lettering reading NO PARKING 30 feet from the center of hydrant and 15 feet to each side.
5. Should Subdivision have security gates at main entrance they shall be siren activated and must have a manual lever in case of a power failure.

ATTACHMENTS:

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



- Legend**
- CITY LIMITS
 - Proposed area

Preliminary and Final Plat Approval of the Black Hills Estates Subdivision, being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Company Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.

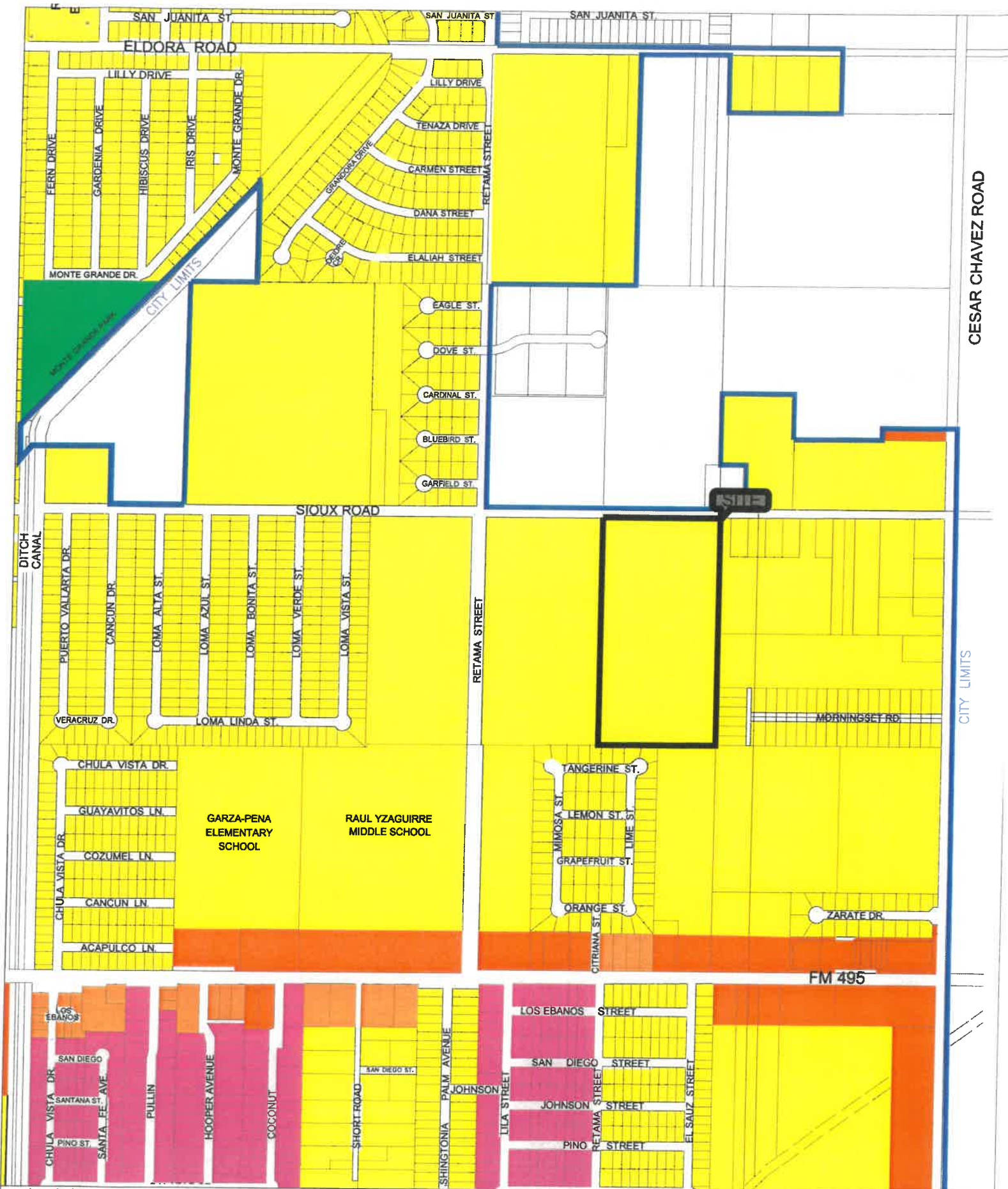


Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Black Hills Estates Subdivision, being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Company Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.





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 Black Hills Estates Subdivision, being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Company Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.



June 28th, 2019

Roberto Escobar
Director of Planning & Zoning
City of San Juan
709 S. Nebraska
San Juan, Texas 78589

Re: Variance Request for Black Hills Estates Subdivision
The East 20 Acres of Lot 3, Block 39,
Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas
San Juan, Texas

Mr. Escobar,

Attached you will find two variance request applications for the proposed Black Hills Estates Subdivision. As previously discussed, one is for a variance on the minimum lot widths and the other is for a variance on the block length.

Mr. Rios and I are formally requesting that these variances be considered for approval by the planning and zoning board.

If you have any questions or concerns regarding this submittal, I am available at my telephone number (956) 655-3681 or my email address: jose@delconlogistics.com.

Sincerely,



Jose A. Rodriguez, P.E., S.I.T.
President – Delcon Logistics, LLC

Cc: Omar I. Rios – Owner & Developer

Preliminary and Final Plat Approval of the Black Hills Estates Subdivision being a 20.00 acre tract out of Lot 3, Block 39, Alamo Land and Sugar Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Sioux Road, as Requested by Delcon Logistics.



Proposed Site

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Discussion and Possible Action to Authorize City Manager to Solicit Bids for Water and Waste Water Supply Chemicals, Sludge Disposal, Laboratory Services and Annual Calibration Services.

STAFF COMMENTS AND RECOMMENDATIONS:

Authorize City Manager to Solicit Bids for Water and Waste Water Supply Chemicals, Sludge Disposal, Laboratory Services and Annual Calibration Services.

RECOMMENDATION:

Approve as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider and Approve Resolution to Establish Support between the Lower Rio Grande Valley Development Council and the City of San Juan for the City of San Juan Transit Terminal Project.

STAFF COMMENTS AND RECOMMENDATIONS:

The City of San Juan received a grant from the Lower Rio Grande Valley Development Council (Valley Metro) for the development of a Municipal Building/Valley Metro Substation. This resolution by the City of San Juan Commission expresses the support for the City of San Juan Transit Terminal Project.

RECOMMENDATION:

Approve Resolution as Presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

A RESOLUTION BY THE CITY COMMISSION OF THE
CITY OF SAN JUAN, TEXAS, EXPRESSING THE SUPPORT
FOR CITY OF SAN JUAN TRANSIT TERMINAL PROJECT;
AND SETTING FORTH OTHER MATTERS RELATED
THERE TO

- WHEREAS,

the City of San Juan, Texas, is a political subdivision of the State of Texas, authorized to plan, develop, and maintain infrastructure; and
- WHEREAS,

the City of San Juan has a general need to more safely and adequately improve mobility by developing the City of San Juan Transit Terminal; and
- WHEREAS,

the Project will help serve the citizens and traveling public of San Juan allowing the Elderly, Disabled, Low Income and others to access of fixed routes leading to improved ridership; and
- WHEREAS,

the City of San Juan recognizes the need for the proposed Project; and
- WHEREAS,

the City of San Juan has secured the proposed property site to allow for further development of the Project; and
- WHEREAS,

the proposed site has received an Environmental Review in the form of a Categorical Exclusion, and has resulted in findings of no significant impacts; and
- WHEREAS,

the City of San Juan continues to support the Project and has secured financing by approving the Issuance of Certificates of Obligation as approved previously by City Commission to participate in the improvements of the Project including but not limited to right of way, environmental work and professional services, towards the design and construction that will help to complete the Project,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, that the City of San Juan hereby passes this resolution in full support and urges The Lower Rio Grande Valley Development Council and Valley Metro in the further development of the proposed Project through the Federal Transportation Administration (FTA) section 5307 Program Funding.

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

CITY OF SAN JUAN

Mario Garza, Mayor

ATTEST:

Diana Cavazos, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Discussion and Action to Approve the Budget Program Amendment for the Hidalgo County Urban County Program Year 30 (2017).

STAFF COMMENTS AND RECOMMENDATIONS:

The approval of the budget for the Street Improvements Project after conducting the required Public Hearing in compliance with the Community Development Block Grant (CDBG) requirements.

The City of San Juan will received input from interested parties on the City's proposed program amendment to its Urban County Program Year 30 (2017).

RECOMMENDATION:

Approval of the Budget Program Amendment for the Hidalgo County Urban County Program Year 30 (2017).

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



Mayor: Mario Garza
Mayor Pro-Tem: Pete Garcia
Commissioner: Jesus "Jesse" Ramirez
Commissioner: Ernesto Guajardo
Commissioner: Leonardo "Lenny" Sanchez
"The Friendly City"

May 21, 2019

Hidalgo County – Urban County Program
1916 N. Tesoro Boulevard
Pharr, TX 78577

To whom it may concern:

The City of San Juan is requesting that the remaining 2017 Urban County Funds be utilized for the 2018 Street Improvements Project. Please begin the Budget & Program amendment as soon as possible so that funds can be transferred.

The City is requesting Public Hearing notice for July 9, 2019 at 6:00 P.M. in order to meet the 30 day notice for citizen participation compliance.

If you have any questions or concerns please contact me at your earliest convenience.

Thank you,

Benjamin Arjona
City Manager
City of San Juan

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

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

STAFF COMMENTS AND RECOMMENDATIONS:

A subdivision plat for Hidalgo County Community Resource Center Subdivision was recorded on March 2005. The property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires for an agreement between the corporation, the City of San Juan and the property owner be signed and executed before the corporation will allow the installation of fire hydrants and water lines.

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

RECOMMENDATION:

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

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS

COUNTY OF HIDALGO

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BETWEEN:
NORTH ALAMO WATER SUPPLY
CORPORATION; HIDALGO COUNTY;
AND CITY OF SAN JUAN

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

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

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

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

WHEREAS, Hidalgo County ("Developer") is constructing a facility in the location described in **Exhibit "A"**, Hidalgo County Community Resource Center (the "**Facility**") and desires fire protection for the Facility.

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

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

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

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

cost to the City.

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

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

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

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

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

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

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

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

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

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

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

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

installation or repair of the plumbing in the Fire Hydrants.

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SIGNED this _____ day of _____, 2018.

ATTEST:

By: _____,
Diana Cavazos, City Secretary

THE CITY OF San Juan, Texas

By: _____,
Mario Garza, Mayor

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED AS TO FORM:

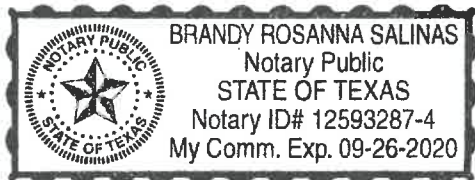
Atty Hall + Rodriguez LLP
By: [Signature]
Attorney for Entity

APPROVED BY
COMMISSIONERS' COURT
ON: 10/23/18 [Signature]

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ramon Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the County Judge of Hidalgo County, Texas and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Nov. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of Nov. 2018.



[Signature]
Notary Public in and for the State of Texas

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

APPROVED AS TO FORM:

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

By: _____
Steven P. Sanchez, General Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

EXHIBIT "A"

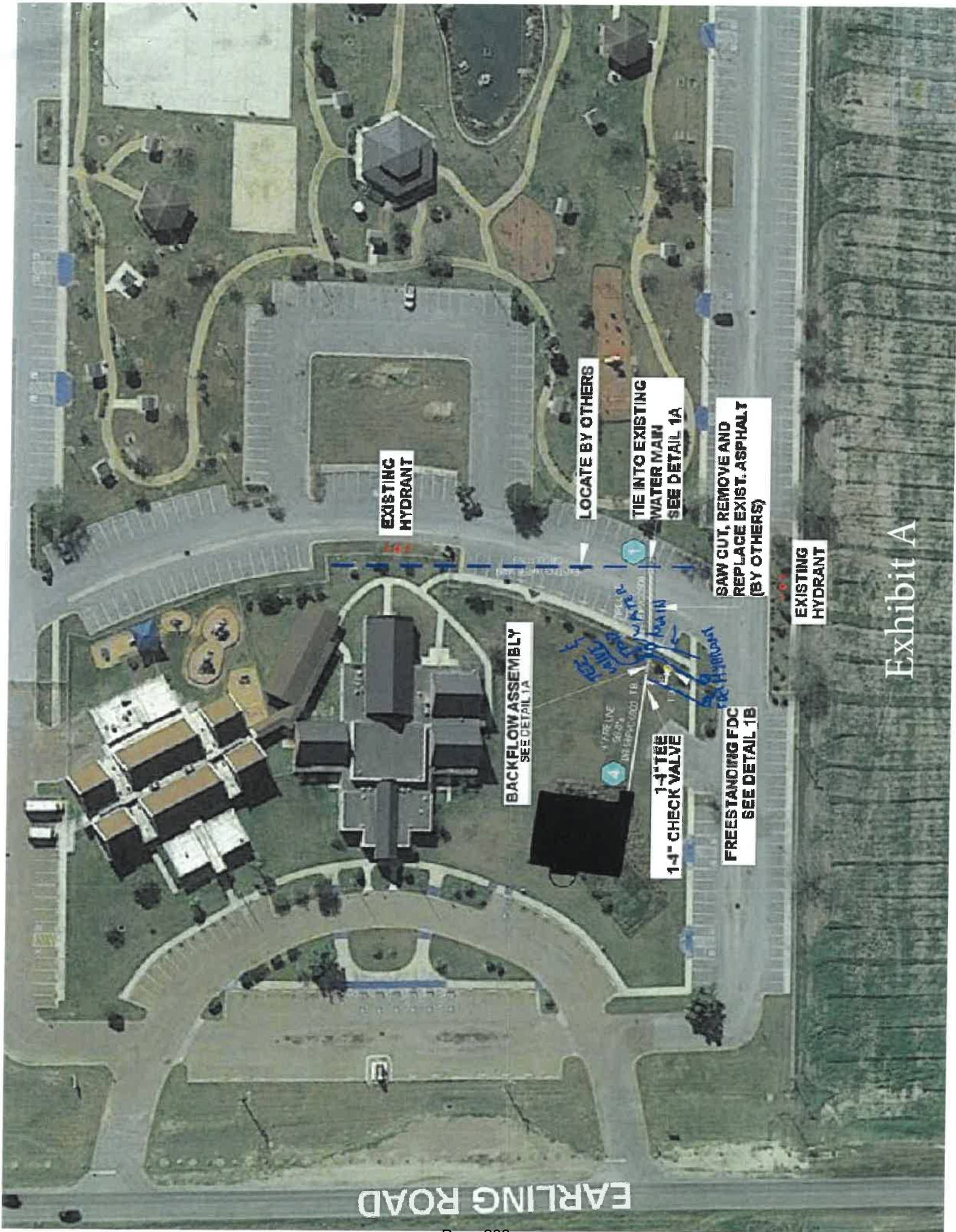


Exhibit A

EXHIBIT "B"

Fire Hydrant Installation

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

RESOLUTION NO.

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

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

WHEREAS, the Hidalgo County Community Resource Center Subdivision is located within the service area of the North Alamo Water Supply Corporation and within the City of San Juan city limits; and

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

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

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

READ, CONSIDERED and APPROVED this the 9th day of July, 2019.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

DIANA CAVAZOS
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider Resolution To Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), Gerardo and Blanca Garza and the City of San Juan.

STAFF COMMENTS AND RECOMMENDATIONS:

A subdivision plat for Garco Subdivision was approved by City Commission on January 8, 2019. The subdivision plat was never recorded. The property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires for an agreement between the corporation, the City of San Juan and the property owner be signed and executed before the corporation will allow the installation of fire hydrants and water lines.

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

RECOMMENDATION:

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

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS

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§BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION; GERARDO
GARZA AND BLANCA GARZA; AND
CITY OF SAN JUAN

COUNTY OF HIDALGO

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

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

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

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

WHEREAS, Gerardo Garza and Blanca Garza ("**Owners**") have a storage facility on the property described in **Exhibit "A"** (the "**Property**") and desires fire protection for the Property.

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

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

shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

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

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's and Owner's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of NAWSC's personnel.
10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER

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

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY

DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

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

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

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS

FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Owner will list NAWSC as an additional insured on all liability insurance policies it holds related to the Property being the subject of this Agreement for the duration of this Agreement. Owner will provide NAWSC with a certificate of insurance and notice 60 days prior to any cancellation.
16. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Property at a point to be chosen by NAWSC, and shall have access to the Property and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Property. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, its own expense, any necessary fire service lines and equipment from NAWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by NAWSC. NAWSC shall also have access to the Property for purpose of inspecting for possible illegal connections, cross-connections, potential contamination

hazards, and illegal lead materials, and Owner and City agrees to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
18. NAWSC may notify Owner and/or City of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice in the Property. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or properly install, test, and maintain an appropriate backflow prevention device at the service connection at Owner's and/or City sole expense. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to Owner and/or City.
19. Owner shall grant to NAWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by NAWSC to extend or improve

NAWSC's service for existing and future customers and members of NAWSC, on such forms as are required by NAWSC.

20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or other authority.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

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

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

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

SIGNED this day of NOVEMBER 13TH, 2018.

ATTEST:

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

By: Diana Cavazos
Diana Cavazos, City Secretary

By: B. Arjona
Benjamin Arjona, City Manager

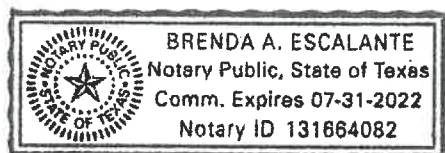
APPROVED AS TO FORM:

By: Rick Palacios
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of May 2018. 2019 (39)



B. Escalante
Notary Public in and for the State of Texas

By: _____
Gerardo Garza

By: _____
Blanca Garza

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Gerardo Garza**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Blanca Garza**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she signed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____
day of _____, 201____.

Notary Public in and for the State of Texas

EXHIBIT "A"

TRACT I:

The North 1.0 acre of a 2.0-acre tract of land out of the Southeast corner of the North ½ of Lot 9, Block 8, JOHN CLOSNER, ET AL SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas.

TRACT II:

A 2.66 acres (Deed: 2.70-acre) of land being a portion of Lot 9, Block 8, JOHN CLOSNER ET AL SUBDIVISION, Hidalgo County, Texas as per map or plat thereof recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas.

JOHN CLOSNER ET AL
SUBDIVISION
VOL. 0, PG. 4
H.C.M.R.

LOT 9, BLOCK 9

JOHN CLOSNER ET AL
SUBDIVISION
VOL. 0, PG. 4
H.C.M.R.
LOT 9, BLOCK 9

S 81°18'00" E

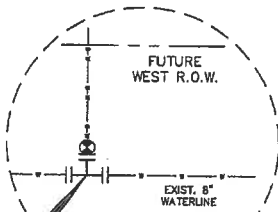
446.00'

EXIST. 80.00'
ROAD R.O.W.
40.00'

BM #51
LOCATION: AT THE
SOUTHWEST INTERSECTION
OF OWASSA RD.
RAUL LONGORIA RD.
EL. 97.492

N 08°25'00" E
140.00'

DETAIL "A"



N 81°18'00" W

JOHN CLOSNER ET AL
SUBDIVISION
VOL. 0, PG. 4
H.C.M.R.

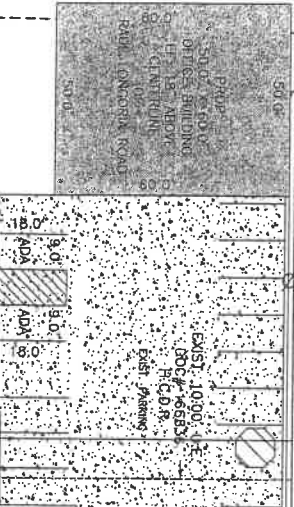
LOT 9, BLOCK 9

311.14'

INSTALL ±285 LF 6"
C-900 PVC PIPE FOR
PRIVATE FIRE LINE

PROP. DETENTION AREA

PROP. FIRE HYDRANT
LOCATION

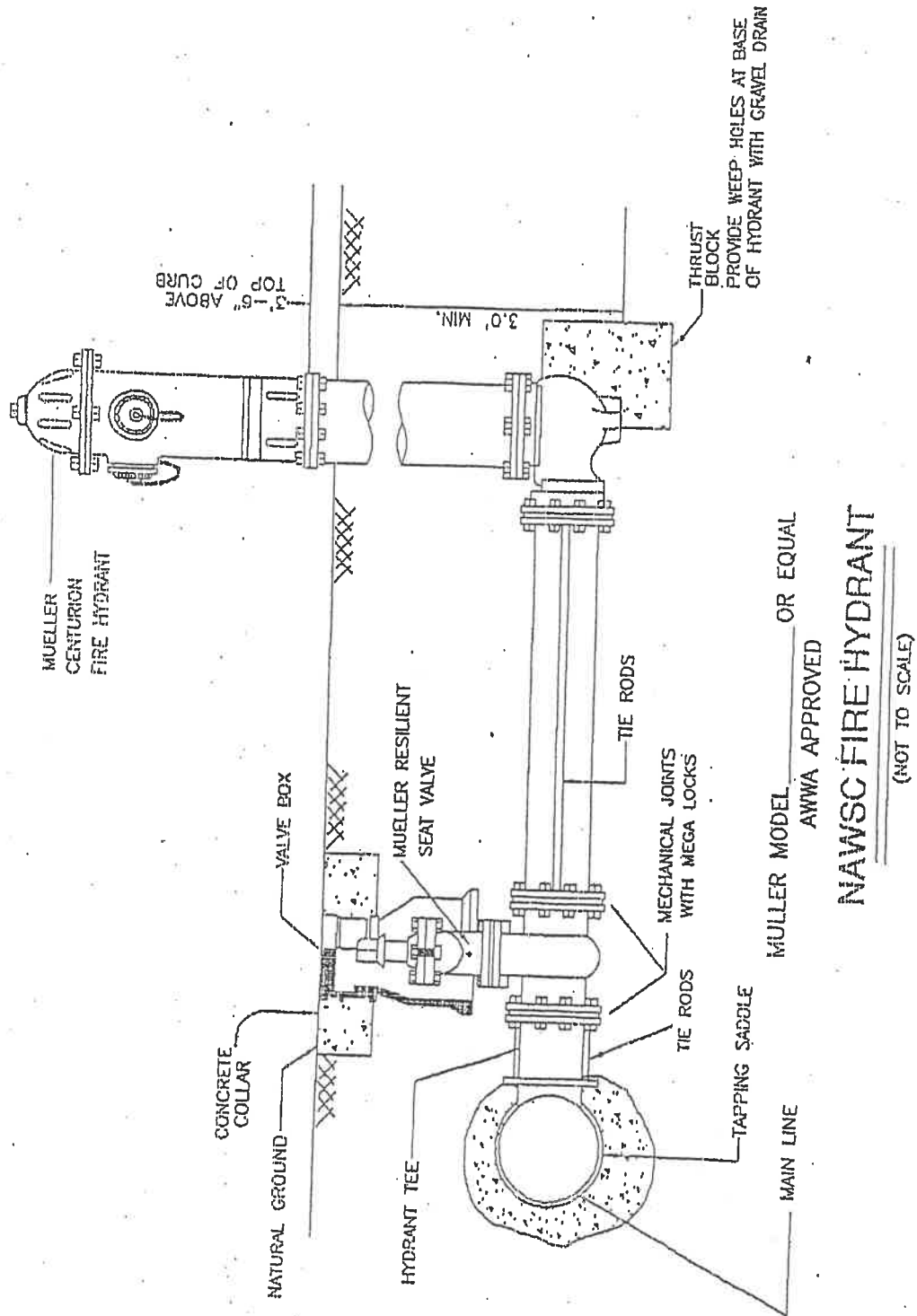


- LEGEND
- - C-900 PVC
 - - MANHOLE
 - - 18" WATER
 - - 12" WATER
 - - 8" WATER
 - - 4" WATER
 - - 2" WATER
 - - 1" WATER
 - - 1/2" WATER
 - - 1/4" WATER
 - - 1/8" WATER
 - - 1/16" WATER
 - - 1/32" WATER
 - - 1/64" WATER
 - - 1/128" WATER
 - - 1/256" WATER
 - - 1/512" WATER
 - - 1/1024" WATER
 - - 1/2048" WATER
 - - 1/4096" WATER
 - - 1/8192" WATER
 - - 1/16384" WATER
 - - 1/32768" WATER
 - - 1/65536" WATER
 - - 1/131072" WATER
 - - 1/262144" WATER
 - - 1/524288" WATER
 - - 1/1048576" WATER
 - - 1/2097152" WATER
 - - 1/4194304" WATER
 - - 1/8388608" WATER
 - - 1/16777216" WATER
 - - 1/33554432" WATER
 - - 1/67108864" WATER
 - - 1/134217728" WATER
 - - 1/268435456" WATER
 - - 1/536870912" WATER
 - - 1/1073741824" WATER
 - - 1/2147483648" WATER
 - - 1/4294967296" WATER
 - - 1/8589934592" WATER
 - - 1/17179869184" WATER
 - - 1/34359738368" WATER
 - - 1/68719476736" WATER
 - - 1/137438953472" WATER
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EXHIBIT "B"

Fire Hydrant Installation

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



RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, GERARDO GARZA AND BLANCA GARZA, AND THE CITY OF SAN JUAN

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

WHEREAS, the proposed Garco Subdivision is located within the service area of the North Alamo Water Supply Corporation and within the City of San Juan city limits; and

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

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

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

READ, CONSIDERED and APPROVED this the 9th day of July, 2019.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

DIANA CAVAZOS
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
JULY 9, 2019

Consider Second and Final Reading of an Ordinance for the Comprehensive Plan for the City of San Juan, *Envisioning Our Future*.

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on June 25, 2019 the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

The public hearing for the Comprehensive Plan will consist of a brief overview, comments from attendees and an opportunity to ask questions to the Consultant.

The Comprehensive Plan, *Envisioning Our Future*, is nearing completion after a year of work with staff, the Planning and Zoning Commission, and the Consultant. The Plan is a guide for future development and growth based on a series of goals and actions focused on Land Use, Transportation, Economic Development and development related actions for Public Works and Utilities.

As drafted, the proposed Comprehensive Plan will guide the City's general development for the next twenty years. The new Comprehensive Plan consists of the following nine sections: (1) Introduction and History, (2) Community Profile, (3) Vision and Goals, (4) Land Use, (5) Transportation; (6) Economic Development; (7) City Services and Utilities (8) Capital Improvement; (9) Implementation. The draft Plan also has three maps, Existing Land Use, Future Land Use and Major Thoroughfare.

Two Community Meetings in December 2018 and April 2019 were held to introduce and explain the planning process and resulting document as well as receive input from the community.

RECOMMENDATION:

During the regular meeting on June 6, 2019, the Planning and Zoning Meeting Commission recommended approval of the Comprehensive Plan with a 5-0 vote.

PREPARED BY:

Roberto Escobar,

APPROVED BY:

Benjamin Arjona, City

Planning Director

Manager

ORDINANCE NO. 2019-

An Ordinance of the City of San Juan, Texas adopting the 2019 Comprehensive Plan, *Envisioning Our Future*, providing a vision, goals, actions, policies, and maps developed for the purpose of guiding future development and redevelopment within the City of San Juan, Texas and providing and effective date.

WHEREAS, the City of San Juan strives to enhance the quality of life for its citizens, businesses and visitors; and

WHEREAS, the City of San Juan strives to promote good governance through innovation, efficiency, transparency and public involvement in its community planning efforts; and

WHEREAS, the City of San Juan seeks to promote sound development of the city and promote public health, safety and welfare through its comprehensive plan, pursuant to Section 213.001, Texas Local Government Code, as amended; and

WHEREAS, the San Juan Comprehensive Plan, *Envisioning Our Future*, is a guide that establishes a general plan for the long-range development of the City, it does not limit the ability of the to prepare other plans, policies or strategies as required.

WHEREAS, by providing a document for guiding the future of the City of San Juan that focuses on land use, transportation, economic development and related development needs, the City is in a better position to clearly inform and direct desired development; and

WHEREAS, the Planning and Zoning Commission reviewed and discussed the sections of the Plan; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 6, 2019, open to all persons wishing to comment on the proposed 2019 Comprehensive Plan and subsequently recommended approval of the 2019 Comprehensive Plan, *Envisioning Our Future*; and

WHEREAS, the City Commission held a public hearing on June 25, 2019, open to all persons wishing to comment on the proposed 2019 Comprehensive Plan, *Envisioning Our Future*; and

WHEREAS, the City Commission having been presented with the vision, goals, actions and maps, upon review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the 2019 Comprehensive Plan, *Envisioning Our Future* should be approved, adopted and utilized by the City of San Juan;

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

Section I. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth therein.

Section II. The 2019 City of San Juan Comprehensive Plan, *Envisioning Our Future*, which includes the vision, goal, policies, actions and maps attached hereto as Exhibit "A", is hereby approved and adopted in its entirety.

Section III. A previous, 1999 comprehensive plan, as referenced in Chapter 2 - Zoning Regulations, Article I - Master Plan, Objectives, And Conformity, is hereby repealed.

Section IV. The primary format shall be digital and available on the City’s website. Printed copies will be provided upon request.

Section V. The City of San Juan has the ability to prepare other plans, policies or strategies as required in accordance with Section 213.004, *Texas Local Government Code*.

Section VI. The City Manager shall be authorized to implement continual maintenance and periodic technical updates of the 2019 Comprehensive Plan, *Envisioning Our Future* to adjust such items as facts, figures, inventories, and descriptions or graphic depictions of existing conditions, excluding the framework of the Plan.

Section VII. This ordinance shall become effective immediately from and after its passage.

PASSED AND APPROVED on first reading on the 25th day of June, 2019.

PASSED AND APPROVED on second and final reading on the 9th day of July, 2019.

CITY OF SAN JUAN

Mario Garza, MAYOR

ATTEST:

Diana Cavazos, CITY SECRETARY

APPROVED AS TO FORM
Palacios, Garza & Thompson, P.C.

CITY ATTORNEY

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, November 13, 2018

TIME: 6:33 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Pete Garcia, Mayor Pro-Tempore
Leonardo “Lenny” Sanchez, Commissioner
Jesus “Jesse” Ramirez, Commissioner
Eduardo “ Neto” Guajardo
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Juan Gonzalez, Chief of Police
Leroy Gonzalez, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Segin, Library Director
Patrick Willingham, Director of Parks and Recreation
Roberto Escobar, Director of Planning and Zoning
Rene Jaime, Purchasing/Risk Management
David Salinas, Interim Director of Sanitation/Director of Utilities
Mary Enriquez, Court Administrator
Amy Naggy-Martinez , Interim Director of Information Technology

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER**
Mayor Mario Garza called meeting to order at 6:33p.m.
- II. INVOCATION**
Benjamin Arjona, City Manager led the invocation.
- III. PLEDGE OF ALLEGIANCE**
Mayor Mario Garza led the Pledge of Allegiance
- IV. PUBLIC COMMENTS**
Mayor Mario Garza thanked all the veterans for their service to our country.
- V. PRESENTATIONS**
 - a. Presentation on the Proclamation, Recognizing the Queens of the San Juan Royal Court.

Discussion: Mayor Mario Garza presented the proclamation recognizing the Queens of the San Juan Royal Court. Mayor Garza further mentioned that the reigning queens have the great responsibility to represent the city of San Juan to the best of their abilities during 2019 community events.

- b. Presentation on the Proclamation, Proclaiming November 13th as the One Year anniversary of the Boys and Girls Club in San Juan

Discussion: Mayor Mario Garza read the proclamation, proclaiming November 13th as the one year anniversary of the Boys and Girls Club in San Juan and thanked them.

- c. Presentation of the TAAF Bronze award to the San Juan Parks and Recreation Department

Discussion: Patrick Willingham, Parks and Recreation Director thanked his staff and the City Commission for the support. Mr. Willingham mentioned that on September they attended the Texas Amateur Athletic Federation and the Texas Amateur Athletic Federation presented the City of San Juan with the TAAF Bronze Member City Award. He commented that they were awarded for outstanding registration, outstanding support and for their teams or individuals in the training over the year.

- d. Presentation of Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, San Juan Memorial Library and Department of Sanitation

Discussion: Benjamin Arjona, City Manager stated the department directors are present if they have further questions. Commissioner Jesus “Jesse” Ramirez asked David Salinas Interim Director of Sanitation/Public Works if there are any plans for the tire clean-up. Commissioner Ramirez mentioned that there are tires along the road north on Raul Longoria and asked if the city can send someone to pick them up. Mr. Salinas responded the reason they haven’t planned one yet is because they’re looking at doing a city wide clean-up. He also mentioned that they will send someone to pick up those tires right away. Mr. Salinas further explained the process that is followed for illegal dumping. Mayor Mario Garza asked Mr. Salinas how long has the grapppler been out of service to which Mr. Salinas replied that it’s been out for about a month due to an electrical shortage, but should be getting back by the end of the week. He also mentioned that they will need to replace the entire wire harness but the contractor is working on splicing the burnt wires to get it running while they look for prices to do the harness replacement. Mayor Mario Garza recommended changing the brush pick-up from two weeks to three weeks since they’re behind schedule. Mr. Salinas stated that he will look into the schedule and make some proposals or suggestions to the City Manager to be more efficient. Mayor Garza asked for the status on the brush truck that had the engine replaced to which Mr. Salinas replied that they just got informed that the shop received the engine yesterday and that some extra work will be needed. Mayor Garza asked what the plan was to keep up with the brush and Mr. Salinas answered that they are renting a roll-off truck to help since they are using the one we have for the brush pick up. He also mentioned that at the next commission meeting he will bring before the commission the purchase of a brush truck and grapppler. Mayor Garza stated that with the holidays just around the corner residents tend to clean out and he would like to avoid having more debris out in the streets. Mr. Salinas informed that they’re making some adjustment on the schedule to have a drop-off site location open an entire day on Saturday. Mayor Garza asked how the citizens will be informed to which Mr. Salinas replied that they’ll do a PSA. Mayor Pro-Tem asked Mr. Arjona if any quotes have been obtained for the city sweep to which Mr. Arjona answered that he hasn’t received anything yet. Mayor Pro-Tem Garcia asked Mr. David Salinas to get a price for a mulcher machine to which Mr. Salinas mentioned that they currently have a chipper that is being used to do mulch. Mayor Pro-Tem Garcia asked if it was possible to add mulch to the muddy allies to which Mr. Salinas informed that it’s being worked on through the proposal on the East San Juan Waterline Improvement Project crossing TXDOT. Commissioner Jesus “Jesse” Ramirez asked Mr. Salinas for the

status on the commercial front loader to which Mr. Salinas responded that both front loaders are up and running.

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

Discussion: Benjamin Arjona, City manager asked Mr. David Salinas and Aaron Garcia with Schneider Electric to come forward to give an update on the study they're currently working on. Mr. Salinas mentioned that both utilities and the Public Works Department have ongoing projects. He informed that Ariya would be giving an update on the water plant first time sewer and phase II street paving project. Mr. Salinas introduced Mr. Aaron Garcia with Schneider Electric who gave an update on the performance contract for the wastewater and water meter. Mr. Garcia introduced himself and his partner Zia Qureshi. Mr. Garcia gave a quick rundown status of the project which at the moment was at a mid-term stage. He stated that they like to keep in mind the city's mission and vision. He also mentioned that the key goal for the city was to come up with a solution on utilizing utility savings since savings will help pay for any future projects. Mr. Zia Qureshi spoke about the upgrade of the water meters in the metering system; they have 7,300meters that will be replaced for both commercial and residential. He further mentioned that the Wastewater Treatment Plant, the Water Treatment Plant and building infrastructure evaluations have been completed. Mr. Qureshi explained the preliminary findings they had on the treatment plants. He further explained that the city runs two plants and both are pretty advanced in age. Mr. Qureshi stated that with the building infrastructure reported some buildings were identified that needed some LED lighting improvements, some building automation and some mechanical HVAC upgrades. Mr. Qureshi presented the plan for the future, which included corrective actions, operations protocols process optimization and City of San Juan Goals that will set the city for the future. Mr. Qureshi recommended the city to utilize the money obtain from the Texas Water Development Board to process optimization and capacity expansion.

- Texas Water Development Board grants process optimization and capacity expansion.
- Leverage savings to offset some of the capital requirements.
- Long Term-expand capacity and upgrade process to meet future treatment standards.
- Cost for 2 million gallons per day expansion - \$7 to 9 million (\$3.50 to \$4.50 per gallon)
- Comparison new plant cost for 2 million gallons per day - \$30 to \$40 million (\$15 to \$20 per gallon)

Mr. Qureshi provided a report which included the 2nd phase of evaluation and mentioned that they wanted for their local technical partner to make a decision as to whether they'll be joining their team. Commissioner Jesus "Jesse" Ramirez asked if all 7,000 meters are the number of meters the city provides services to which Mr. David Salinas, Director of Utilities replied that those numbers were provided directly to Schneider from Incode. He further stated that they service around 6,300 and 6,400 meters every month. Commissioner Ramirez stated that reason he was asking was because in one chart it shows the population at 37,000. He added that not all 37,000 receive water services from the city of San Juan since North Alamo Water is a supplier as well. Mr. Salinas mentioned that the city services around 21,000 to 22,000 of the total population for water and for sewer services about 9,000 plus accounts. Commissioner Ramirez asked if based on the area that is still available for development this plan would suffice to which Mr. Salinas answered yes, because the city's water services are compared to city wide is only 6.2 sq. miles and most of it is already developed. He added that the most potential for development would be the wastewater side; because the city's CCN is 12.4 sq. miles

David Salinas, Director of Utilities introduced Mark Ramirez from Cruz-Hogan to make the presentation on the Water Treatment Plant No. 2, First-Time sewer project and the Phase 2 Paving Project. Mr. Ramirez gave a status on the Water Treatment Plant Expansion and informed that they are close to the end of this project. They also received a request for substantial completion from the contractor and they will respond to the request by doing a final inspection to determine if it's been completed. Mayor Pro-Tem Pete Garcia asked Mr. Ramirez if any work was done to the old plant to which Mr. Ramirez responded that yes, the project involves rehabilitation to the existing structures and 16 components of the plan. He also mentioned that the old components of the old existing plant were upgraded and it's almost completed. Commissioner Leonardo "Lenny" Sanchez asked for the time frame of the project completion to which Mr. Ramirez stated that back in late September they had a list with items that were pointed out and as of today they've corrected about 80 to 85 percent of those items. He also mentioned that by next week most of the pending items should be completed. Mr. Ramirez further stated that they met with the First Time Sewer project contractor and the project has been delayed due to the weather but should be completed by the end of the week in addition the only area pending work would be Sioux Rd. The remainder of the project is just clean-up and some touch-up work here and there. Mr. Ramirez proceeded to the Paving Reconstruction Project Phase 2. He went on to say this project had been a good project and likely to finish the last paving portion by the end of this week or the next. He stated that San Diego Road is pending pavement due to weather conditions since they are not receiving asphalt from the plant due to the weather. Mr. Ramirez mentioned that last month they conducted an inspection to the roads located south of the expressway and created a punch list with pending items which is almost completed by the contractor. He also mentioned that the same thing will be done to the roads located on the north side of the expressway. Mayor Pro-Tem Pete Garcia asked if any mailboxes were removed for the construction and if they would be reinstalled to which Mr. Ramirez replied yes.

Mrs. Cordero, Director of Human Resources came forward and informed that in follow up to the last city commission meeting, there was some questions regarding the validity of the comprehensive plan. She informed that after doing her reach out to them, they did indicate that it will be valid because it's going to have current information. They did mention that the delay is still there and they are asking for an extension for the end of the month, because they have to compile the information of the previous consultant. Mrs. Cordero informed that today two of the cities submitted the information and further explained that the November 30th deadline is basically to provide a list of all the job titles, the current salaries that the surveyed cities have. Mayor asked how long the extension was for to which Mrs. Cordero answered November 30th. Mr. Arjona, City Manager added that it was only to compile the information coming from the other cities. Commissioner Leonardo "Lenny" Sanchez asked if we were waiting on the other cities responses to which Mrs. Cordero answered that we are waiting for them, with the exception of a few changes that were done with the budget. Commissioner Jesus "Jesse" Ramirez asked if the request for the extension for November 30th was for this phase of the project to which Mrs. Cordero answered, correct. Commissioner Jesus "Jesse" Ramirez asked Mrs. Cordero how many phases were left to which she replied that the personal policies and procedures and the evaluation form that was part of that process. Mayor Mario Garza asked if there was four phases to which Mrs. Cordero responded yes. Commissioner Jesus "Jesse" Ramirez asked for the deadlines for completion of the entire project to which Mrs. Cordero replied that they have not been provided with a deadline but that they already know that it is past due and that its need it as soon as possible. Mrs. Cordero informed that the last communication was yesterday and the consultant knows that the information was given already. Mayor Garza asked if the consultant had given us a deadline to which Mrs. Cordero replied that no deadline had been provided. Commissioner Leonardo "Lenny" Sanchez asked how long has the project been in process to which Mrs. Cordero replied that it has been a long process since the discussion started in 2016 but the actual agreement was in 2017. Then all the information had to be requested from the Directors which were the job description. Mayor Pre-Term Pete Garcia asked if they had changed firms to which Mrs. Cordero replied that they didn't, another consultant took over the project due to the previous consultant working on it getting sick.

VI. PUBLIC HEARING/ORDINANCE

- a. Consider adoption of an ordinance Amending Chapter 1 General Provisions, Article, 1.05 Administrative Fees, and Section 1.05.004 San Juan Memorial Library of the City of San Juan's Code or Ordinances for the purpose of establishing certain fees for library services.

Discussion: City Manager, Benjamin Arjona presented the item and informed that in the last meeting Commissioner Jesus "Jesse" Ramirez asked about the cost of black and white copies and also color copies. We looked at the fees and Ms. Segin is proposing lowering the copies per page from 25 cents to 15 cents and the color copies from 1 dollar to 50 cents. City Manager Benjamin Arjona asked Mrs. Segin if there was anything she wanted to add. Mrs. Segin replied that everything City Manager said was correct and that as a follow up on Commissioner Jesse "Jesus" Ramirez request, we lower the print out and the copies from black and white. City Manager, Benjamin Arjona asked if we would be in line with the other cities to which Mrs. Segin answered yes. Commissioner Jesus "Jesse" Ramirez thanked Mrs. Segin for all her work and for gathering the information for them.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. (5-0)

VII. CONTRACTUALS/RESOLUTIONS

- a. Consider and Approve and enter into an Interlocal Cooperation Agreement between Hidalgo County Pct. 2 and the City of San Juan Texas concerning reconstruction of roadway improvements to a portion of Hi-Line Road from Veterans Boulevard to Steward Road. (Ben Arjona, City Manager).

Discussion: City Manager, Ben Arjona informed that county is asking for and agreeing to the cost to make some reconstruction repairs on South of Stewart Road between Stewart and Veterans on Hi-Line and they're doing this only because of the fact that the city owns the ETJ off of Stewart Rd which is about 175 linear feet coming in. Mayor Mario Garza asked if he was talking about the right away to which City Manager, Ben Arjona replied that it's actually whatever the city owns Stewart Road, which is about 475 feet into Hi-Line. For the record Mayor Mario Garza asked if there's no contribution to which City Manager replied that it was correct there's no contribution from the City.

Mayor Mario Garza made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. (5-0)

- b. Consider, Approve and enter into an Interlocal Corporation Agreement between Hidalgo County and the City of San Juan Texas concerning Reconstruction of Roadway and drainage improvements of Cesar Chavez Road from Business 83 to Hall Acres Road. (Ben Arjona, City Manager)

Discussion: City Manager, Benjamin Arjona explained that the same thing applies to this item. This is the Cesar Chavez Road the County Pct. 2 is coming in and doing some reconstruction work and also any additional drainage work is needed on Cesar Chavez between Business 83 all the way to Hall Acres Road at no cost to the city.

Mayor Pro-Tem Pete Garcia made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. (5-0)

- c. Consideration and Approval of a resolution approving the Plan of Finance previously adopted by the San Juan Economic Development Corporation pertaining to the contemplated issuance of obligations to be designated as “San Juan Economic Development Corporation Sales Tax Revenue Refunding Bonds, Series 2018” and resolving other matters related to the foregoing

Discussion: City Manager, Benjamin Arjona explained to the commission that this item is a resolution relates to the issuance of sales tax revenue refunding bonds to restructure outstanding EDC, which is currently accruing interest in an increase in variable rate to a fixed rate. City Manager, Benjamin Arjona informed the commission that Mr. Chris Vela, Financial Advisor was present, and what he will present today has been reviewed and approved on October 24th by the San Juan Economic Development Corporation this resolution does not obligate the issuance of refunding bonds but only approves the EDC’s action and acknowledges the EDC officials . Mr. Chris Vela Advisory Bond Council came forward and informed that on October 29th they met with the board of San Juan Economic Development Corporation and they presented a plan of refinancing the Texas leverage funding that had been outstanding since 2010.

Commissioner Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. (5-0)

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

Discussion: City Manager, Benjamin Arjona informed that as we recall has to do with a Minnesota, Vegas ranges subdivision Phase 1. Mr. Arjona explained that this is a formality so that we can enter in an agreement with the North Alamo Water Supply Corporation. Mr. Roberto Escobar, Director of Planning and Zoning informed that it’s basically so that the city can provide fire protection to their CCN, there’s certain rules that we have to follow in case we ever have to use fire protection.

Mayor Pro-Tem Pete Garcia made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. (5-0)

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

Discussion: Mr. Roberto Escobar, Director of Planning and Zoning informed that the available funds are \$295,584 and that at the last meeting we had a public hearing where we had Nuestra Clinica and different organizations come in and request funds. Mr. Roberto Escobar informed that we had a last minute person contact us which was CASA, and based on last year’s report the city provided five thousand. Mr. Roberto Escobar explained the breakdown listed for street improvements would be \$27,584, Amigos del Valle \$7,500, Nuestra Clinica del Valle \$5,000. If Mayor and City Council decides to give CASA, it will be \$5,000. Commissioner Jesus “Jesse” Ramirez asked if they submitted a formal request to which Mr. Roberto Escobar answered that there was a phone call where they claimed a letter would be submitted the next day but it was not received. Mr. Roberto Escobar informed that if the work plan was approved they would submit the final to Urban County since its due February 15, 2019. City Manager Benjamin Arjona added that in the past the streets proposed to be repaved under the amount this time the estimate came in \$344,000 versus what we currently have without including CASA at \$295,000 which we are going to be up about 64,000 and explained that until next fiscal year we will appropriate for that funding.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. (5-0)

- f. Consider resolution authorized application submission and commitment of local match for the “PSJA Tri-City Pedestrian Safety Improvements Project Phase II” under the Hidalgo County Metropolitan Planning Organization’s Fiscal Year 2018-2019 Transportation Alternatives Program.

Discussion: City Manager, Benjamin Arjona informed the commission that we had Mr. Joe Torres present. Mr. Joe Torres informed that two years ago they submitted the application as a joint venture between the three cities plus the school district and were very successful in getting awarded 2.4 million dollars. Mr. Torres explained that out of those funds it was an 80/20 match and the state about five months ago gave us their decision and went ahead with most of the 20% so right now its 80%, 17.6% and 2.4% local match which is about \$48,000. Mr. Torres informed that the share for the City of San Juan is about \$7,000 and that a second application is due in a couple of weeks. He is hoping to at least do 18 miles across PSJA area, hopefully we can do 4.5 miles here in the City of San Juan. Mayor Pro-Tem Pete Garcia asked when the deadline was to which Mr. Joe Torres answered the due date was November 21st. Mr. Torres informed that they’ve been meeting for the last three weeks and had been working with staff and trying to find all the locations here in the City of San Juan. Mayor Pro-Tem Pete Garcia asked if the sidewalks were to lead them to the school to which Mr. Torres replied that it is supposed to be to the schools but he’s having a meeting with TXDOT and if there is more money available he will see where it can be extended. Mayor Pro-Tem Pete Garcia informed Mayor Mario Garza that we needed sidewalks in the north side to which Mayor Mario Garza agreed.

Mayor Pro-Tem Pete Garcia made motion to approve and was seconded by Commissioner Leonardo “Lenny” Sanchez. (5-0)

VIII. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS

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

Discussion: City Manager, Benjamin Arjona informed that he was approached by Memorial Funeral Home here in San Juan with the opportunity to take the services from animal shelter site SUA for the disposal and cremation of animals. Mr. Benjamin Arjona mentioned that this is what the City is currently doing with the City of Weslaco as well. However he feels that another venue would benefit the city tremendously and we can send them to Memorial Funeral Home and save the employee time from having to go to Alamo and back. Mayor Mario Garza asked Mr. Benjamin Arjona how much the cost saving to which Mr. Benjamin Arjona is replied that more or less 45% of Weslaco’s cost but he really doesn’t have an exact number at this time.

Mayor Mario Garza entertains motion to approve and was seconded by Mayor Pro-Tem Pete Garcia. (5-0)

- b. Consider the approval of the San Juan Memorial Library Advisory Board revised by-laws.

Discussion: City Manager, Benjamin Arjona informed that the only thing being revised is that the library director shall be an ex-official member of the board which has been taken out. Other than that it stays the same. Mrs. Sesin, Director of Library explained that in section two changes to designated commissioner shall be a liaison between the San Juan Library Advisory Board and the City Commission.

Mayor Pro-Tem Pete Garcia made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. (5-0)

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

Discussion: Roberto Escobar, Director of Planning and Zoning informed the commission that there are utilities already there at the location, there's a 12 inch city water line and a 12 inch city sewer line. Mr. Escobar noted that there are also three existing fire hydrants that will be used for fire protection. Mr. Escobar informed that there's been easements that have been dedicated as shown on the plat and the city also requested that they do drainage that can help with flooding or any drainage runoff. Mr. Escobar explained that this is preliminary final and once its recorded they'll go to the building permit stage and move forward for construction. Mr. Escobar stated the commission that a representative, Joe Eduardo Cardena from Rio Grande Hospital was there to answer any questions they might have. Mayor Pro-Tem Pete Garcia asked what kind of building they are planning to do to which Mr. Escobar replied that they are trying to build a Hospital Emergency Care. Mr. David Erizarde, Hospital Administrator came forward and informed the commission that they are excited to bring a free-standing emergency department to the City of San Juan and to the citizens and extend their services. Mr. Erizarde informed that it will be the same model as the one in McAllen-Mission and Edinburg.

Mayor Pro-Tem Pete Garcia made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. (5-0)

- d. Consider selecting and authorizing the City Manager to enter into a contract agreement for the installation of fencing at the San Juan Municipal Park softball fields.

Discussion: Mr. Rene Jaime, Director of Purchasing/Risk Management informed that the park staff had asked to go out for bid for a fencing project at the City of San Juan Municipal Park. The deadline is October 25th to submit the bid that was advertised twice in the Advance News. On October 25th staff received one response to the sale bid request that response was from American Fence of San Juan, Texas. Mr. Jaime informed that the staff had reviewed the proposal and feels that the bid is acceptable. Mr. Jaime added that the bid that the commission have in the packet is the bid for \$31,962 from American Fencing Company with an additional \$2,340 for the 390 feet of fencing from 1st base to 3rd base to the foul pole. Mr. Jaime informed the commission that he had parts to answer any questions they had about the scope and the need of project. Mr. Patrick Willingham, Director of Parks and Recreation informed that since the added new lighting to the park this past year the total pricing is for the fencing of both parks. Mayor Pro-Tem Pete Garcia asked who the lowest bid was to which Mr. Willingham responded that there was only one bid but he felt comfortable with it based on the work they have seen at other projects like the McAllen Youth Baseball Complex on 29th. Mayor Pro-Tem Garcia asked what we were doing with the fence that we are taking off to which Mr. Willingham replied that they are going to keep it. Mayor Pro-Tem Pete Garcia advised to keep the fence so it can be used at later events. Mayor Mario Garza asked Mr. Willingham how far back he was planning to extend the fence from the home plate, explaining that the reason why he was asking is because he knows there's a gap in between fence to the snack bar. Mr. Willingham replied that since there's not a lot of room to go back any further the only thing he could think of is moving home plate up a little and expand it when they do the lines in the infields. Mayor Mario Garza asked how far we are planning to fence the park to which Mr. Willingham replied that it will be all the way down to the double gates. Commissioner Ernesto "Neto" Guajardo advised to design some baseball signs saying "do not use for batting practice".

Mayor Mario Garza entertain Motion Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Mayor Pro-Tem Pete Garcia (5-0)

- e. Discussion and Possible action in authorizing the City Manager to advertise for the position of Municipal Judge.

Discussion: City Manager, Benjamin Arjona informed that the item had been requested. Mayor Mario Garza noted that he knows this item was on the agenda from the last meeting and it was voted down and now is back up. City Council, Rick Palacios informed that it was a different item since it had been modified. Commissioner Jesus “Jesse” Ramirez clarified that at the previous agenda stated appointment of and in this case we’re authorizing City Manager to advertise for the position. Mayor Mario Garza mentioned that in the prior meeting they spoke about how they wanted to get a judge too oversee Code Enforcement cases. He further stated that base on the information received in the packet, October 2017 through September 2018 under Code Enforcement there was only one case. Mayor Mario Garza asked for an explanation on that one particular case for one year. Mayor Pro-Tem Garcia added that there was only one case because they have not enforce it, since they didn’t have Code Enforcement Officers. Mayor Pro-Tem Pete Garcia explained that getting another Judge will help the community and the city. Commission Ernesto “Neto” Guajardo added that he thinks it will be a good idea to have another Judge for when the other two are busy with cases at the court. Mayor Mario Garza and Commissioner Leonardo “Lenny” Sanchez asked if the additional judge had been budgeted for to which City Manager, Ben Arjona replied no. Mayor Pro-Tem Garcia then stated that he doesn’t think that the cost will oversee \$10,000 to \$15,000, depending on the cases we might only need the judge part time. City Council Rick Palacios added that the item doesn’t discuss salary. The item is advertising a position and once applicants have been evaluated at that time the budget can be amended should the council go forward with either part time or full time. Mr. Roberto Escobar, Director of Planning and Zoning informed that Code Enforcement falls under his department and that citations will be given out instead of violations, which are basically just warnings. Mayor Mario Garza said that if that’s the case we should just go ahead and engage it and hire the new Code Enforcement Officer and wait to the new budget and see how many citations are issued.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Mayor Mario Garza and Commissioner Leonardo “Lenny” Sanchez opposed. (3-2)

IX. EXECUTIVE SESSION at 8:14 pm

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

Mayor Pro-Tem Pete Garcia made motion to go to Executive Session and was seconded by Commissioner Leonardo “Lenny” Sanchez. (5-0)

X. RECONVENE – 8:40 pm

Mayor Pro-Tem Pete Garcia made motion to reconvene and was seconded by Commissioner Jesus “Jesse” Ramirez. (5-0)

No action.

XI. ADJOURNMENT at 8:40 pm

Mayor Pro-Tem Pete Garcia made motion to adjourn and was seconded by Commissioner Ramirez. (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, February 26, 2019

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, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Leonardo “Lenny” Sanchez, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Juan Gonzalez, Chief of Police
Leroy Gonzales, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Sesein, Library Director
Patrick Willingham, Director of Parks & Recreation
Robert Escobar, Director of Planning & Zoning
Roel Garza, Director of Sanitation/ Public Works
Rene Jaime, Purchasing/Risk Management
Ramiro, Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called the meeting to order at 6:00pm.

II. INVOCATION

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE

All led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

Ramiro Castro Jr. was there to talk to the City Commission about animal control and how no one had reached back to him with an update regarding his neighbor. He has been trying to resolve the issue and propose an ordinance with a limit of pets.

V. PRESENTATIONS

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

Discussion: Benjamin Arjona, City Manager informed the commission that all department directors were present to answer any questions. City Manager informed that on March 9, 2019 we will have the neighborhood clean-up. Mr. Roel Garza, Director of Sanitation stated that there will be 5 drop off locations: Raul Longoria Rd. Fireman's Park, 400 El Dora Road Reed and Mock Elementary, PSJA ISD lot 515 E 495, San Juan Community Resource Center and the Park at 509 E. Earling Rd. These locations will be available for anyone needing to dispose of any trash, any kind of material or tires. City Manager, Benjamin Arjona stated that the neighborhood cleanup will start at these locations first and then move to different quadrants on a monthly basis. Mayor Mario Garza asked if there were any questions for the directors at this time. Commissioner Jesus "Jesse" Ramirez asked Fire Chief, Tirzo Garza how many delayed response times did the ambulance service have to which Fire Chief answered that there was a total of seven. Commissioner Jesus "Jesse" Ramirez informed that we had a couple over twenty and one over half an hour and asked Fire Chief if they had given him a reason why. Fire Chief responded that he's waiting on a response and due to some changes that they've had over at the facility he thinks they forward the email to another director, department head or supervisor, but that as soon as he receives a response he will forward it to the commission.

VI. PUBLIC HEARING/ORDINANCES

- A. Consider Adoption of an Ordinance in First Reading of the Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) for a Property Legally Described as Lots 3 and 4, Capri No. 2 Subdivision, Located at Corner of Pullin and FM 495, as Requested by Baltazar Alanis.

Mayor Mario Garza made motion to untabled this item and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion passed 4-0.

Discussion: Roberto Escobar, Director of Planning and Zoning informed the commission that in this area there's commercial but there's also residential and that a lot of the area is moving to Neighborhood Commercial District. The city has no issue with this zone change it's continuous but the city does recommend approval on this item. Mr. Escobar has also provided a copy of the minutes as requested in the packet. Commissioner Jesus "Jesse" Ramirez mentioned that it was motioned to deny so it was denied from the Planning and Zoning Commission. Mr. Escobar informed that currently the two lots north of that are Neighborhood Commercial District so they are extending the second two lots so that it'll be continuous because they want to create a larger business. Rick Palacios, City Attorney advised the commission that in the charter if there's no ordinance it does away with the fourth vote. Unless there's already an ordinance that was adopted by this commission to do it by majority but if there hasn't been one under the local government code it would take a fourth, fifth vote to overturn the Planning and Zoning. Commissioner Jesus "Jesse" Ramirez asked Mr. Escobar on the minutes it reads that there are some houses in front of the proposed property that's being considered for rezoning. Mr. Escobar replied that they are referring to the south side of that property there are some manufactured homes. Mayor Mario Garza asked for Mr. Escobar's recommendation, Mr. Escobar replied that since it's continuous they don't see a problem with it since it's along 495 and it's a major road in San Juan with commercial and residential. Commissioner Leonardo "Lenny" Sanchez asked if this business was already established to

which Mr. Escobar replied that there isn't, there are 2 lots that are commercial they just want to change it two extra lots to make it bigger. Commissioner Sanchez asked Mr. Escobar if they wanted the main entrance to be through the street which is Pullin St. Mr. Escobar replied yes, and that if we look further east there are other businesses and other plazas. Commissioner Jesus "Jesse" Ramirez asked if the entrance for those businesses were through 495 to which Mr. Escobar replied that there's some off 495 and some off the actual road that goes north and south. City Attorney, Rick Palacios asked if there was another stage in which the plan had been approved before the Commission to which Mr. Escobar replied no. City Attorney asked if the commission wishes to approve or over rule, they should be able to do it with the condition saying so long as a curb cut or the entrance is off 495 instead of the subdivision. Mr. Escobar replied that he doesn't know if that will be a condition of zoning but we try to make the best decision for all the residential when we get a building permit. City Attorney, Rick Palacios stated that the commission could also ask the applicant to come up or meet some other time to which Mr. Escobar replied that Baltazar Alanis was present. Lisa Alanis, daughter of Mr. Baltazar came forward and informed the commission that they are willing to go with any condition the commission implies so if they want them to use 495 entrance they are more than willing to do that without a problem.

Commissioner Jesus Ramirez made motion to approve the condition for the entrance to be off 495 and not through Pullin Street was seconded by Commissioner Ernesto Guajardo. Motion passed. 4-0

B. Special Use Permit for the Construction of a New Monopole Cell Tower and a Variance Request to the Zoning Ordinance to Allow the Construction of a 125 feet Monopole Tower within the 200 feet setback from a Residential Property legally described as Lot 2, Los Jardines Subdivision, as Requested by Branch Tower III, LLC.

Discussion: Roberto Escobar, Director of Planning and Zoning informed the commission that Branch Towers submitted a building application for a 125 foot monopole tower. He explained that the 1997 tower ordinance there were certain things the city did not meet initially therefore and an appeal process should be followed through the city council. The three areas of the ordinance that weren't met were set backs, so the tower is in the middle of a property without the proper setbacks. The second requirement that wasn't met is that they have to have a separation of 375 feet from the location of the tower to the residence. The separation from another tower, they do meet that. They're supposed to have about 1500 feet of separation from the tower and they have about 4,000 feet. Since they don't meet two of the requirements the item is being brought to the city commission to request that. Mr. Escobar informed the commission that Mr. Jarred, Executive Vice President and CEO of Branch Towers had a presentation to discuss the request. Mr. Jarred Ledee came forward to present and mentioned that from conversations he's had with the city there are potential opportunities that the water tank will be decommissioned making this location serve as a solution for Verizon for continuous coverage in the area that consumers are accustomed to utilizing. Mr. Jarred added that the challenge is really finding a piece of property that meets the ordinances as the evolution of the technology has changed so does the need for where towers need to be located. Mayor Garza informed Mr. Jarred that he has a safety concern, if a natural disaster were to occur what would happen to the resident around the area of the tower. Mr. Jarred informed Mayor Garza that he will put him at ease; there are specific regulations that are mandated by the Federal government to the design criteria that they have to build the tower too. As they are closer to the Gulf Coast area we all can acknowledge the fact that we don't hear or see any these towers having any structural concerns they are the primary need in ability for us to be able to communicate with our loved ones at time, they might not have permanent power to the site but each carriers deploying portable generators to allow the electronics to operate the deploy microwave network if the telco is down. Mr. Jarred assured that this tower will meet all standards and

expectations to assure that we meet and comply with all aspects and beyond address that concern. Mayor Garza asked if this towers collapse to which Mr. Jarred informed the commission that there's breakpoints obviously within the structure. He further stated that there are designs factors for that such as the hurricanes that was sustained thus far from Puerto Rico to things along the Gulf Coast. These towers are built to be rebut and to be as reliable as we need them to be in the times of need. Commissioner Sanchez asked Mr. Jarred if he had any feedback from the residents in the area to which Robert Escobar, Director of Planning and Zoning informed the commission that there was one email which was included in the packet. City Manager, Benjamin Arjona added that in the presentation it says "rejected due to scheduled demolition" City Manager clarified that there's no scheduled demolition of any water towers at this point.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Eduardo "Neto" Guajardo. Motion passed. (4-0)

C. Consider a Public Hearing and Ordinance in First Reading for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Barrilito Drive-Thru" legally described as the Lot 5, McBride Subdivision, located at 901 W. FM 495, Suite 2, as Requested by Asael Solis.

Discussion: Roberto Escobar, Director of Planning and Zoning informed the commission that this is an off premise consumption for "El Barrilito" Drive thru. This is an existing business and what they are doing is changing the ownership so they are required to apply for a condition use permit. Mr. Escobar sent out letters with some of the application fees and the requirements would be that they have a TABC license and also apply for the occupational license.

Mayor Mario Garza opened the Public Hearing at 6:28

Anyone for or against, Mayor asked if there was any questions from the Commission and there wasn't.

Mayor Mario Garza closed the Public Hearing at 6:29

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion passed. (4-0)

D. Consider and Possible Action to Approve an Ordinance Abandoning a Street or Right-of-Way Exhibits "A" and "B", as Described as the South Twenty-eight (S28') feet of Lot Six (6), Burg Subdivision, an addition to the City of San Juan, Hidalgo County, Texas, as Recorded in Volume 1222, Page 565, Map Records of Hidalgo County, Texas as Requested by the Owner(s); Authorizing the Mayor to Execute any and all Necessary Transfer Documents for said Abandonment; Providing a Repealer Clause; Providing a Savings Clause; Providing for Effective Date; Providing for Publication; and Ordaining Other Provisions Related to the Subject Matter Hereof.

Discussion: Robert Escobar, Director of Planning and Zoning informed the commission that this is a subdivision plat that was approved April 30, 2018 but it was approved pending an ordinance to abandon the roadway. It is located on business 83 and King Road so it went to preliminary to final and they haven't been able to do any construction because we need to bring this up to possibly be abandoned. Mr. Escobar informed the commission that they are only asking to abandon the 20 foot, there will be 15 feet dedicated to the city for the easement and then they're going to have 13 so they to abandon this.

Commissioner Leonardo “Lenny” Sanchez asked Mr. Escobar for his recommendation to which Mr. Escobar responded that it depends if the city is going to use the roadway. Mayor Mario Garza asked Fire Chief Tirso Garza if there were any concerns in reference to the issue. Mr. Escobar added that its 28 feet of 382 feet. Mayor Garza asked Mr. Escobar for his recommendation to which Mr. Escobar replied that it all depends if the city wants to use that easement or not. Benjamin Arjona, City Manager added that this is just an abandonment of the street so it will be up to the council whether we want to recap some of the fair market cost of the street or just abandon out right. Mr. Arjona recommended recapping some of the monies. Mr. Rene Barrera, representing Engineer Garcia informed that Mr. Garcia purchased the entire lot, Six Burke Subdivision so he paid for the entire area and when he purchased the property he did purchase the 28 feet so it’s really critical for his development that this happened otherwise they’ll have to sell it. Commissioner Ramirez asked how many apartments would be build. Mr. Garcia informed that there’s going to be two phases. First phase is 12 in the first floor and 12 in the second floor for phase 2.

Based on what was discussed, Commissioner Jesus “Jesse” Ramirez made motion to approve as presented with the abandonment of the easement. Commissioner Ernesto “Neto” Guajardo seconded. Motion passed. (4-0)

VII. CONSTRUCTUALS/RESOLUTIONS

A. Consider a Resolution Authorizing the City Manager to Submit, Accept an Application for Funding to the Office of the Governor, Homeland Security Grant Division for the City of San Juan Law Enforcement Emergency Regional Response Team (LEERRT) Enhancement Project – 2019 Great Project.

Discussion: Juan Gonzalez, Police Chief informed the commission that this is basically a grant that’s submitted every year for our original SWAT Team for the assistance of different agencies. He informed that there are 30 operators and eased 18 assault rifles, 14 kilograms of methamphetamine 6 kilograms of heroin and \$1.3 million in U.S. currency this past year. We have 24 different agencies on board with us and 45 operators. It’s a 100% grant so there’s no match from the city for this application.

Commissioner Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed. (4-0)

B. Consider Resolution Authorizing the Submission of an Application Under the 2020 Local Border Security Program Solicitation to the Governor’s Office Homeland Security Grant Division.

Discussion: Juan Gonzalez, Police Chief informed the commission that it’s another grant of 100% with no match. Commissioner Leonardo “Lenny” Sanchez asked Police Chief if it was strictly overtime or did he request any equipment for this to which Chief Gonzalez replied that for the Borderstar its strictly overtime.

Commissioner Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed. (4-0)

C. Consider Resolution Authorizing the City Manager to Submit, Accept and Applications for Funding to the Office of the Governor, Criminal Justice Division for the City of San Juan Crime Victims Liaison Project.

Discussion: Juan Gonzalez, Police Chief informed the commission that they are asking for an additional liaison for the Crime Victims and that it does require a grant for an additional 20%. Mayor Mario Garza

asked where we can get this additional 20% from to which Chief Gonzalez responded that we would use forfeiture money if the position is a law enforcement position held by law enforcement personnel but if it's a civilian it cannot be used for that so it would have to come from the general fund. Commissioner Leonardo "Lenny" Sanchez asked if it had to be strictly from the forfeiture account and up to a year to which Police Chief answered correct. Commissioner Sanchez asked when the grant would take place to which Benjamin Arjona, City Manager added that the grant is for one year anywhere between \$8,500 - \$9,000 for a match. Mayor Mario Garza asked what the total salary is which Chief Gonzalez replied that the total salary cost is about \$42,000 and it includes supplies that the person will need and equipment. He added that it's a good program and the governor is focused on crime victims and it's a priority for the state. He further stated that he is aware that San Juan Police Department already has one but the need is there and they will also be working with the local agencies. Mayor Mario Garza asked about the supplies he mentioned, he asked if that is budgeted with the grant to which Chief Gonzalez responded yes, through the governor's office.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. Motion passed. (4-0)

D. Consider Authorizing the City Manager to Enter Into an Agreement with Perez Consulting Engineers, LLC. for Water Treatment Plant No. 1 Equipment Replacement and Rehabilitation and Authorize the Mayor to Execute All Related Documents and Budget Amendment as Needed.

Discussion: Benjamin Arjona, City Manager informed the commission that this is the water treatment plant that sits right behind the City Hall. The equipment that's going to be here is to rehab the water plant to put it back up to par. Commissioner Jesus "Jesse" Ramirez asked Mr. Arjona where the monies will come from to which City Manager added that the funding will be out of the bond 2016-2017. The funding was already approved for this project.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. Motion passed. (4-0)

E. Reconsideration of Preliminary and final Plat Approval of the Kings Apartments Subdivision being a 0.905 acre tract of land being all of Lot 6, Burg Subdivision, as Requested by Barrera Infrastructure Group Inc.

Discussion: Robert Escobar, Director of Planning and Zoning informed the commission that item was presented to the City of San Juan commission as a preliminary final plat on April 30, 2018 the city has been meeting with the engineer in the past to discuss the abatement of the easement. They wanted to bring it back because they did have an issue with the drainage. The City currently has a 10 year storm detention, other counties require a fifty year due to all the storms that we've been having. Mr. Escobar added that the inlet that they were looking at will require for the pipe to be extended all through the 470 feet. They are asking for a variance to just have on-site detention and bleed to the roadway with eventually rich the inlet. Mr. Escobar mentioned that the Engineer was present to answer any questions. Commissioner Leonardo "Lenny" Sanchez asked how long the water will actually stay stagnant in the street to which Mr. Rene Barrera, Representative for Mr. Marco Garcia informed that the county will not allow retention at all as well as the city.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. Motion Passed (4-0).

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

A. Consider Declaring Real Property Sun Valley Estates #1 Lot 51, San Juan, Hidalgo County, Texas; AKA 908 Sunset Street, San Juan, Texas 78589-4302 as Surplus Property and Authorize the City Manager to Sell or Lease said Property.

DISCUSSION: City Manager, Ben Arjona informed the Commission that this property is in the subdivision that was acquired back in December of 2014 which was acquired by the San Juan Police Department. Police Chief, Juan Gonzales stated that it's a property that was seized and was awarded by the court. Mr. Arjona mentioned that it has a value of approximately \$20,000. Commissioner Leonardo "Lenny" Sanchez asked if once in salvage it gets put in auction and the monies will be used for law enforcement purposes only to which Chief Gonzalez added that we give the 33 percent share to district attorney's office.

Commissioner Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (4-0).

B. Consider Authorizing Staff to Submit the Revised Water Conservation and Drought Contingency Plan to the Texas Water Development Board.

DISCUSSION: City Manager, Ben Arjona informed the commission that the Texas Water Development Board is requesting to appoint somebody as a Coordinator Conservation Corps within the City. They are requesting approval for Francisco Flores to be the Conservation Coordinator since he's already doing it.

Commissioner Jesus" Jesse" Ramirez made motion to approve and was seconded by Commissioner Leonardo "Lenny" Sanchez. Motion Passed (4-0).

C. Municipal Court Amnesty Program.

DISCUSSION: Judge Eloy Hernandez, Municipal Court Judge informed the commission that they are trying to commence an amnesty program that was conducted in previous years. The program would be effective March 1st and conclude April 30th. In the past they would waive any fees towards their outstanding citations due to outstanding warrants or failure to appear as long as they pay the underlying citation. Mayor Mario Garza asked how much do they collect yearly to which Judge Hernandez responded that in the past 2 years they collected \$50,000 a month. Commissioner Leonardo "Lenny" Sanchez asked for the amount of outstanding citations to which Judge Hernandez responded that there is \$2.3 million Dollars of outstanding balances within 20 years. Commissioner Leonardo "Lenny" Sanchez asked how the program will be advertised to which Ben Arjona, City Manager responded that it would be advertised through the Advance, Social Media, Telemundo, Channel 5 News and City website. Commissioner Leonardo "Lenny" Sanchez asked the difference between the Scofflaw and the Amnesty Program and how will it work to which Judge Hernandez responded that with the Scofflaw program, when trying to renew their license plates or driver's license at the motor vehicle office, they require to have an agreement first on file. The amnesty program allows them to walk in to the Municipal Court and make the agreement directly at the Municipal Court. Mayor Mario Garza asked if they will not receive or renew their license plates or driver's license until they are cleared to which Judge Hernandez responded

yes. Commissioner Leonardo “Lenny” Sanchez asked if the \$2.3 Million was including the state as well to which Judge Hernandez responded that it is the general amount overall including the state. City Manager, Ben Arjona advised that hopefully something we can do will be to analyze and identify which balances are from the Amnesty Program and that maybe we can reach out to the vendor to label them in a way they can distinguish the different programs.

Commissioner Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-0).

VIII. CONSENT AGENDA

- A.** Consider Second and Final Reading of an Ordinance for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at Candilejas Event Center, LLC. located at 2103 N. Raul Longoria Road, legally described as Lot 11, Dos Arbolitos Plaza, as Requested by Looney Tunes Day Care Center, Inc.
- B.** Monthly Collection Report – January 2019
- C.** Budget Expenditure Report – January 2019
- D.** Meeting Minutes
 - August 14, 2018
 - September 18, 2018
 - September 25, 2018
 - October 22, 2018
 - December 11, 2018

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Leonardo “Lenny” Sanchez. Motion Passed (4-0).

IX. EXECUTIVE SESSION 6:58 P.M.

Commissioner Jesus” Jesse” Ramirez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-0).

- A.** The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon’s Texas Statutes and Codes Annotated, Government Code Chapter 551.071 and 551.074 (Consultation with Attorney and Texas Government Code).
 - 1.** Discussion and Possible Action Regarding the Appointment, Duties, Remuneration and/or Public Office or Employee: City Manager (Texas Government Code 551.074 Personal Matters; Closed Meeting)
 - 2.** Discussion and Possible Action Regarding Issues Concerning Takeover Agreement Between the City of San Juan and the Guarantee Company of North America USA Concerning 3.5 MGD Water Treatment Plant No. 2 Project (Bond

No. SS70111645) (Texas Government Code 551.071 Consultation with Attorney;
Closed Meeting).

X. RECONVENE 7:14 P.M.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Mayor Mario Garza. Motion Passed (4-0).

A. The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

1. Discussion and Possible Action Regarding the Appointment, Duties, Remuneration and/ or Public Office or Employee; City Manager (Texas Government Code 551.074 Personnel Matters; Closed Meeting).

Mayor Mario Garza made motion to approve as discussed by City Manager and was seconded by Commissioner Ernesto “ Neto” Guajardo. Motion Passed (4-0).

City Council, Rick Palacios advised to make motion to enter into Interlocal Agreement between the City of San Juan and EDC.

Commissioner Ernesto “ Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “ Jesse” Ramirez. Motion Passed (4-0).

2. Discussion and Possible Action Regarding Issues Concerning Takeover Agreement Between the City of San Juan and the Guarantee Company of North America USA Concerning 3.5 MGD Water Treatment Plant No. 2 Project (Bond No. SS70111645) (Texas Government Code 551.071 Consultation with Attorney; Closed Meeting).

NO ACTION

XII. ADJOURNMENT 7:15 P.M.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “ Jesse” Ramirez. Motion Passed (4-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

