



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, August 11, 2020

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

- A.** It is the Intent of the City Commission to Conduct this Meeting Primarily via Teleconference Pursuant to the Open Meetings Act Procedures Announced by Governor Abbott. Due to the COVID-19 Pandemic, the City has Established and Alternative for Residents to Make Public Comments During the Meeting. If you Would Like to Participate Under Public Comments, You Must Submit a Request Beginning Friday, August 7, 2020 by (1) Sending an Email to publiccomments@sjtx.us or (2) by Dropping Off the Request in the Drop Box Next to the Drive-Thru Behind City Hall at 709 S. Nebraska San Juan, Texas 78589. All Requests Must be Received no Later that 5:00 p.m. on Tuesday, August 11, 2020. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

V. PRESENTATIONS

- A. Presentation on Department Reports: Department of Planning and Zoning, Department of Parks and Recreation, San Juan Memorial Library and Department of Sanitation.

- 1. Planning and Zoning Monthly Report.
- 2. San Juan Memorial Library Monthly Report.
- 3. Parks and Recreation Monthly Report.
- 4. Department of Sanitation Monthly Report.

VI. ORDINANCES

- A. Consider Adoption of an Ordinance Approving the Negotiated Resolution Between the City of San Juan and Texas Gas Service Regarding the Cost of Service Adjustment Filing.

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

- A. Discussion and Possible Action Regarding Hidalgo County Elections
Department Request for Early Voting/Election Day Polling Location of Fire Station# 2 (2301 N. Raul Longoria, San Juan, Texas 78589) for the November 3, 2020 General Election Day and Early Voting.
- B. Discussion and Consider Proposed Tax Rate for the City of San Juan for Fiscal Year Beginning October 1, 2020 to September 30, 2021 and Set Public Hearings.

VIII. CONTRACTUALS

- A. Consider Authorizing the Mayor to Enter into a Contract Agreement for Architecture Services with ERO Architects for the Construction of the New City Hall/Transit Terminal building at a six percent (6%) fee from the Total Cost of the Project.

IX. RESOLUTIONS

- A. Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare Service Plan for a 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, as Requested by Ricardo Cazares.

X. ADJOURNMENT

CERTIFICATION

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

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2020.

OFFICE OF THE CITY SECRETARY



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roberto Escobar, Planning Director

DATE: 7/30/2020

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.

- 72 building permits were issued during the month of June, \$3,300,617.94 in total valuation.
- Provide customer service and support to 2,379 people and handled approximately 472 calls.
- The building inspectors made approximately 847 inspections.
- 15 building permits were issued for new houses \$1,487,1000.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational license and health permits were up to date. A total of twenty-eight (28) yearly letters were sent out to existing businesses to renew their licenses. A total of fourteen (14) business permits were renewed with a \$700.00 in total valuation and eight (8) health inspections were issued during the month of July with an \$800.00 in total valuation. Health Inspector was assisting business owners about the latest State's orders regarding the Covid-19 pandemic.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Gary's Auto Parts at 2003 N. Veterans Boulevard
- Paletas Lokas at 205 W. Nolana Avenue
- The Wings Sports Bar at 205 W. Nolana Avenue
- We Nail'd It at 203 N. Veterans Boulevard

CODE ENFORCEMENT

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
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Code Enforcement Inspectors sent twenty six (26) weedy lot letters, ten (10) illegal dumping violations, twenty-two (22) work orders for weedy lot, eight (8) junk vehicles violation and five (5) garage sales without a permit.

SUBDIVISIONS IN PROCESS

- Uresti Subdivision
- Shops at Chavez Subdivision
- ND Sonic Subdivision
- Area Holdings Subdivision
- Luna Subdivision
- Solis-Trevino Phase 1 Subdivision
- Valley Ranch Subdivision
- Cesar Heights Subdivision
- Royal Ridge Subdivision
- Garza Estates
- Carroll Estates
- The Trump Subdivision
- Black Hills Estates Subdivision
- Hacienda San Fernando Subdivision
- County Park Phase 1
- Perez-Garza Subdivision
- Las Misiones de San Juan
- Garco Subdivision

SUBDIVISIONS RECORDED

- The Shops at HEB

REZONING REQUEST

- Request by George Lazaro at the Northwest corner of Stewart and Dicker Road

PLANNING AND ZONING MEETING

- July 9, 2020



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: 8/4/2020

SUBJECT: San Juan Memorial Library Monthly Report.

Enclosed is the July monthly report including statistics and programs:

For the month of July, we had, 1,273 visitors. Out of those visitors, 326 were here for computer use only. The library checked out a total of 602 items both adult and children. We had 34 in-house circulation items. We requested and received twenty-two (22) Interlibrary Loans (ILL). We had 33 new patrons added to our circulation system. We helped the public with an estimated 475 reference/informational questions. We had 49 fax transactions. The monthly amount deposited was \$905.29 both fines and fees.

Please see the attached statistical report.

During the month of July

- The Library Board did not meet in July.
- Attended the Emergency called meetings
- Attended a virtual Meeting with the Mexican Consulate in McAllen
- Attended the Directors’ meeting.
- Attended, virtually, the City Commission meetings.
- Went to City Hall to make the money deposits for the library.
- Managed the day to day operations of the San Juan Memorial Library.

Meetings to be held in August 2020

Multipurpose Room

City Commission Special Called meeting, August 3rd

EDC meetings, August 4th & 18th

Emergency Management meetings, August 7th, 10th, 14th, 17th, 19th, 21st, 24th, 28th, & 31st

City Commission meetings, August 11th & 25th

Directors' Meetings, August 12th & 26th

Utilities Department meeting, August 15th

Training Room:

No meetings are scheduled in the Training room.

**San Juan Memorial Library
July 2020 Statistics**

Statistics	
Total Visitors	1,273
Computer Users	326
Total Checkouts	602
In-House Use	34
Inter-Library Loans	22
New Patrons	33
Reference\ Informational Questions	475
FAX transactions	49
Children's Programs	2
Attendance	14

Multipurpose Room Reservations	Attendance
9th Civil Service Meeting	3
10th Emergency Management Meeting	14
14th Special Called Emergency Meeting	7
14th City Commission	6
15th Emergency Management Meeting	14
15th HR - Executive Room	3
16th HR Meeting	7
17th City Manager - Executive Room	3
17th Emergency Management Meeting	16
22nd HR Fire Exam	6
23rd EDC Meeting	11
28th Parks & Rec - Executive Room	1
29th Emergency Management Meeting	14
29th City Manager - Executive Room	5
29th SJPD Corporal Exam	6
29th Parks & Rec - Executive Room	1
31st TML Meeting	6
Total	123

Checkouts	
DVDs	134
Books Juvenile	313
Books Adult	155
Total	602

WiFi Usage	
LibGuest	268
LibStaff	662
Total	930

Study Room Attendance	
Study Rooms	59

Facebook Page	
Likes	13
Visitors	1

SJML Homepage	
Visitors	914

Deposits	
Fines	\$ 151.59
Copies	\$ 753.70
Total	\$ 905.29

Youth & Children's Programs/Attendance

Date	Program	Attendance
Wednesday, July 1, 2020	*	0
Thursday, July 2, 2020	*	0
Tuesday, July 7, 2020	*	0
Wednesday, July 8, 2020	*	0
Thursday, July 9, 2020	*	0
Friday, July 10, 2020	*	0
Saturday, July 11, 2020	*	0
Tuesday, July 14, 2020	*	0
Wednesday, July 15, 2020	*	0
Thursday, July 16, 2020	*	0
Friday, July 17, 2020	*	0
Saturday, July 18, 2020	*	0
Tuesday, July 21, 2020	*	0
Wednesday, July 22, 2020	*	0
Thursday, July 23, 2020	*	0
Friday, July 24, 2020	*	0
Saturday, July 25, 2020	*	0
Tuesday, July 28, 2020	*	0
Wednesday, July 29, 2020	*	0
Thursday, July 30, 2020	*	0
Friday, July 31, 2020	*	0
July 20, 2020 - July 24, 2020	Take Home Crafts	7
July 27, 2020 - July 31	Take Home Crafts	7
Total	2	14
* No Programing for July		



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 8/4/2020

SUBJECT: Parks and Recreation Monthly Report.

For the month of July 2020, we have the following to report:

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

- Working the Municipal Park baseball fields pulling out weeds and maintaining new grass.
- Completed the demolition of the concrete pads at the Municipal Park baseball/softball fields.
- Painting and trimming trees around the parking lot area at Municipal Park.
- Assisted with the clean-up process after the Hurricane Hannah.
- Maintaining all the city parks cutting, watering, and picking up trash.
- Sanitizing parks vehicles and also the lawn mower tractors.

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

- 4th July Festival- Cancelled, due to covid-19.
- Preparing Liberty Park for the 4th of July weekend.
- Obtaining quotes on tractor attachments.
- Regular staff meetings on covid-19 procedures.
- Sanitizing our office and vehicles.

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- On July 13 started a skeleton rotation with the office staff, parks crew, and maintenance crew.

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

-

PONY BASEBALL/SOFTBALL:

- Due to Covid-19 all recreation programs have been suspended until the fall of 2020. We will continue to follow the guidelines of the Governor so that we continue to programs in a safe and proper manner.

At this time we continue to monitor the parks and make sure they are clean and that proper sanitation is being done on a regular basis.

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

- Staff continues to monitor A/C units around the city.
- Assisted with minor repairs after the hurricane.
- Custodial staff stationed at city hall continuously cleaning and sanitizing the high traffic areas.
- Currently our city custodial staff's priority to ensure that all city buildings are being properly sanitized.

Upcoming Events:

All upcoming events have been postponed until further notice.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roel Garza, Sanitation Director

DATE: 8/5/2020

SUBJECT: Department of Sanitation Monthly Report.

Sanitation Department Monthly Report (July 2020)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site - 1410 Residents
- Residential - 1,464.11 Tons
- Commercial – 560.89 Tons
- Roll-Off – 46.84 Tons 19 loads (rental)
- Brush – 776.33 & 254 loads of brush

Central Garage (July 2020)

- Open 13
- Closed 19
- 6 Residential Side Loaders operating
- 1 Commercial Side Loaders operating
- 2 Commercial Front Loaders operating
- 3 Brush truck operating, 1 Brush Truck down
- 1 Brush tractor (grapple) operating
- 3 Brush Grapple Truck operating, 1 Brush Grapple Truck down
- 3 Roll-Off Trucks operating

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Recycling (July 2020)

- Cardboard: 7.91 tons/\$708.95
- Mix Paper: 0.00 tons/\$0
- Office: 0.00 tons/\$0
- Newspaper: 0.00 tons/\$0
- Curbside: 0.00 tons/\$0
- Tin Cans: 0 .06 tons/\$32.32
- Metal: 0.00 tons/\$0
- Batteries: 0.00 tons/\$0
- Signs: 0.00 tons/\$0
- Tanks: 0.00 tons/\$0
- Brass:0.00 tons/\$0

- Total Tons/Revenue: 7.91 tons/\$741.27
- Savings of: \$159.40
- Walk-Ins: 738

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 11, 2020

Consider Adoption of an Ordinance Approving the Negotiated Resolution Between the City of San Juan and Texas Gas Service Regarding the Cost of Service Adjustment Filing.

STAFF COMMENTS AND RECOMMENDATIONS:

On April 30, 2020 there was a filing against Texas Gas Service for the Company's Cost of Service Adjustment (COSA) declaring existing rates to be unreasonable. New tariffs were adjusted to reflect a consistent rate adjustment that is reasonable for the City by adopting the service clause, which is determined in the ordinance if passed.

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S APRIL 30, 2020 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL.

WHEREAS, the City of _____, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS’ 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 30, 2020, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of \$1,924,585; and

WHEREAS, the Company's COSA filing proposes an approximately \$5.9 million refund to customers for funds over-collected in past rates related to the excess accumulated deferred income tax ("EDIT");

WHEREAS, the City coordinated a review of TGS' COSA filing and designated attorneys and consultants to resolve issues in the Company's COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$1,893,252 on a system-wide basis and approve TGS' proposed tax refund of approximately \$5.9 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing and the resulting rates are, as a whole, in the public interest; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That a rate increase of \$1,893,252 on a system-wide basis is reasonable.

Section 3. That a tax refund of approximately \$5.9 million is reasonable.

Section 4. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 5. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 6. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 29, 2020 consistent with the COSA tariff.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2020.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$17.02 plus
All Ccf @	\$0.53863 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$94.84 plus (For Commercial Service) \$76.84 plus (For Church Service)
All Ccf @	\$0.31650 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B	- Mining - all Major Groups
Division D	- Manufacturing - all Major Groups
Divisions E and J	- Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$457.09 plus
All Ccf @	\$0.30336 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$82.93 plus
All Ccf @	\$0.38068 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the "Company") distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial	\$436.84 per month
Industrial	\$707.09 per month
Public Authority	\$437.93 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	The First 5000 Ccf @	\$0.31650 per Ccf
	All Over 5000 Ccf @	\$0.01777 per Ccf

TRANSPORTATION SERVICE RATE

(Continued)

Industrial	The First 5000 Ccf @	\$0.30336 per Ccf
	All Over 5000 Ccf @	\$0.03453 per Ccf
Public Authority	The First 5000 Ccf @	\$0.38068 per Ccf
	All Over 5000 Ccf @	\$0.01595 per Ccf

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.
- 6) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Schedule Dated
July 29, 2019

Meters Read On and After
July 29, 2020

Model Staff Report in Support of TGS COSA Rate Increase Ordinance

Background

On April 30, 2020, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area (“RGVSA”) Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$1,924,585 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$1,893,252 on a system-wide basis.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the third filing under the revised tariff.

Resolution of the 2020 Filing

Cities’ consultant found that TGS’ cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions. TGS has agreed to remove these costs resulting in a reduction to its requested revenue requirement increase.

In addition, in its 2020 COSA filing, TGS is addressing excess revenues caused by the reduction in the federal income tax rate in 2017 under the Tax Cuts and Jobs Act. TGS proposes to amortize and return to customers approximately \$5.9 million over a 4-year period.

TGS estimates a first-year customer refund of \$1,854,150. The refund will be made as a one-time bill credit distributed as follows:

<u>Class</u>	<u>Per Customer</u>
Residential	\$17.09
Commercial	\$158.59
Public Authority	\$162.85
Industrial	\$1,388.38

TGS will make annual filings to calculate subsequent bill credits until the entire amount is refunded.

In summary, these recommendations result in a total revenue requirement adjustment of \$31,333 off of the Company's original request of \$1,924,585. The agreed reductions to the revenue requirement results in a total increase of \$1,893,252. The first-year refund will essentially offset the increase in rates (\$1,854,150 refund vs. \$1,893,252 rate increase), however, subsequent year refunds will be lower.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

- Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.
- Section 2. This paragraph authorizes TGS to collect an additional \$1,893,252 in revenue.
- Section 3. This paragraph authorizes TGS to refund approximately \$5.9 million related to excess tax revenues.
- Section 4. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.
- Section 5. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 6. This paragraph recites compliance with the Open Meetings Act.
- Section 7. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 8. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 29, 2020.
- Section 9. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and outside counsel to the City.

RECOMMENDATION

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 11, 2020

Discussion and Possible Action Regarding Hidalgo County Elections Department Request for Early Voting/Election Day Polling Location of Fire Station# 2 (2301 N. Raul Longoria, San Juan, Texas 78589) for the November 3, 2020 General Election Day and Early Voting.

STAFF COMMENTS AND RECOMMENDATIONS:

The Hidalgo County Elections Department is requesting the facility next to fire station #2 for the early voting and general election day polling location. Early voting is scheduled from Tuesday, October 13th through October 30th from 7:00 a.m. to 7:00 p.m. with the exception of Sundays from 10:00 a.m. to 3:00 p.m. Election day is scheduled for Tuesday, November 3, 2020 from 7:00 a.m. to 7:00 p.m.

Attached you may find the proclamation signed by Governor Abbott stating eligible voters in Texas may exercise their right to vote in person with the health protocols to conduct elections safely. In order for the election to proceed efficiently and safely when casting a vote in person the number of days polling locations will be opened has increased. Election officials will implement appropriate social distancing and safe hygiene practices.

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



Via facsimile

ELECTIONS DEPARTMENT County of Hidalgo



Nov. 3, 2020 Elections Early Voting & Election Day Request(s)

August 3, 2020

To: Diana Cavazos, City of San Juan

We are requesting the use of your facility(s) as an **Early Voting** and **Election Day** polling location(s) for the upcoming November General Election. As per Governor Abbott's Proclamation, please see attached, Early Voting has been extended to begin one week earlier. Please review the dates below.

Early Voting Dates and Hours:

Day:	Date:	Hours:
Tuesday/ martes	Oct. 13, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 14, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 15, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 16, 2020	7: 00 A.M.- 7:00 P.M.
Saturday/ sabado	Oct. 17, 2020	7: 00 A.M.- 7:00 P.M.
Sunday/ domingo	Oct. 18, 2020	10: 00 A.M.- 3:00 P.M.
Monday/ lunes	Oct. 19, 2020	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 20, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 21, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 22, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 23, 2020	7: 00 A.M.- 7:00 P.M.
Saturday/ sabado	Oct. 24, 2020	7: 00 A.M.- 7:00 P.M.
Sunday/ domingo	Oct. 25, 2020	10: 00 A.M.- 3:00 P.M.
Monday/ lunes	Oct. 26, 2020	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 27, 2020	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 28, 2020	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 29, 2020	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 30, 2020	7: 00 A.M.- 7:00 P.M.

Election Day

Tuesday/ martes	Nov. 3, 2020	7: 00 A.M.- 7:00 P.M.
-----------------	--------------	-----------------------

Please complete the separate form along with this letter and fax, (956) 393-2039, or email your response to the email located below as soon as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,

Cindy Lopez

Elections Specialist

(956)318-2570 ext. 5729

Email: cindy.lopez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections #hidalgocountyvotes



GOVERNOR GREG ABBOTT

July 27, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

2:00pm O'CLOCK

JUL 27 2020

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending certain statutes concerning elections on November 3, 2020.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, pursuant to legislative authorization under Chapter 418 of the Texas Government Code, I have issued executive orders, proclamations, and suspensions of Texas laws in response to the COVID-19 disaster, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, Section 41.001(a) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on November 3, 2020; and

WHEREAS, I issued a proclamation on March 18, 2020, suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise have held elections on May 2, 2020, to move their general and special elections for 2020 only to the November 3, 2020 uniform election date; and

WHEREAS, Texas law provides that eligible voters have a right to cast a vote in person; and

WHEREAS, as counties across Texas prepare for the upcoming elections on November 3, 2020, and establish procedures for eligible voters to exercise their right to vote in person, it is necessary that election officials implement health protocols to conduct elections safely and to protect election workers and voters; and

WHEREAS, in order to ensure that elections proceed efficiently and safely when Texans go to the polls to cast a vote in person during early voting or on election day for the November 3, 2020 elections, it is necessary to increase the number of days in which polling locations will be open during the early voting period, such that election officials can implement appropriate social distancing and safe hygiene practices; and

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 PM O'CLOCK

JUL 27 2020

WHEREAS, Section 85.001(a) of the Texas Election Code provides that the period for early voting by personal appearance begins 17 days before election day; and

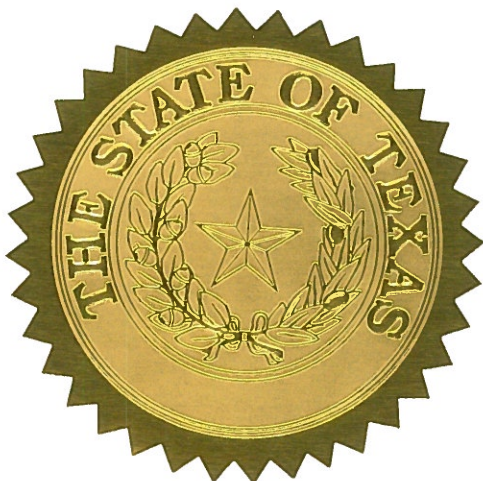
WHEREAS, Section 86.006(a-1) of the Texas Election Code provides that a voter may deliver a marked mail ballot in person to the early voting clerk's office while the polls are open on election day; and

WHEREAS, in consultation with the Texas Secretary of State, it has become apparent that for the November 3, 2020 elections, strict compliance with the statutory requirements in Sections 85.001(a) and 86.006(a-1) of the Texas Election Code would prevent, hinder, or delay necessary action in coping with the COVID-19 disaster, and that providing additional time for early voting will provide Texans greater safety while voting in person; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the legislature has expressly authorized the Governor to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster;

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and laws of the State of Texas, do hereby suspend Section 85.001(a) of the Texas Election Code to the extent necessary to require that, for any election ordered or authorized to occur on November 3, 2020, early voting by personal appearance shall begin on Tuesday, October 13, 2020, and shall continue through the fourth day before election day. I further suspend Section 86.006(a-1) of the Texas Election Code, for any election ordered or authorized to occur on November 3, 2020, to the extent necessary to allow a voter to deliver a marked mail ballot in person to the early voting clerk's office prior to and including on election day.

The Secretary of State shall take notice of this proclamation and shall transmit a copy of this order immediately to every County Judge of this state and all appropriate writs will be issued and all proper proceedings will be followed to the end that said elections may be held and their results proclaimed in accordance with law.



IN TESTIMONY WHEREOF, I have hereto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 27th day of July, 2020.

A handwritten signature in black ink, reading "Greg Abbott", written over a horizontal line.

GREG ABBOTT
Governor of Texas

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 PM O'CLOCK

JUL 27 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:00 pm O'CLOCK
JUL 27 2020

Nov. 3, 2020 General Elections
Early Voting and/or Election Day
 Polling Location(s) Request for:

Facility requested: San Juan Fire Station- 2301 N. Raul Longoria Rd. San Juan, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated Voting Area: _____

Location Contact Info #1: _____

Location Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

Please fill out polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		
<u>Covid-19 SUPPLEMENTAL INFO./ PPE DISPOSAL & FACILITY MANAGEMENT</u>		
1. Will the designated voting area be cleared out for poll worker set-up?		
2. Will you be providing trash cans & trash bags at the polling location?		
3. Can your facilities mgmt. visit the polling location 2 times per day to dispose of the trash?		
3A. If No , how many times per day can they visit the polling location?		
4. Does the polling location have restrooms available for the poll workers?		
4A. Will the restrooms stocked with hand soap?		
4B. Will the restrooms be stocked with toilet paper?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 11, 2020

Discussion and Consider Proposed Tax Rate for the City of San Juan for Fiscal Year Beginning October 1, 2020 to September 30, 2021 and Set Public Hearings.

STAFF COMMENTS AND RECOMMENDATIONS:

In Accordance with Property Tax Law, if the Proposed Tax Rate (\$.6993/\$100) will exceed the Effective Tax Rate (\$0.6534/\$100) or Rollback Tax Rate (\$.8191/\$100) a Record Vote must be Taken and also schedule one (1) Public Hearing. The Public Hearings will be scheduled on Tuesday, August 25, 2020 at 6:00 P.M. The Public Hearing will take place at the City of San Juan Memorial Library Multipurpose Room located at 1010 S Standard.

RECOMMENDATION:

Consider Proposed Tax Rate for the City of San Juan for Fiscal Year Beginning October 1, 2020 through September 30, 2021 and Set Public Hearings.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 11, 2020

Consider Authorizing the Mayor to Enter into a Contract Agreement for Architecture Services with ERO Architects for the Construction of the New City Hall/Transit Terminal building at a six percent (6%) fee from the Total Cost of the Project.

STAFF COMMENTS AND RECOMMENDATIONS:

On May 26, 2020, during the regular scheduled meeting, the city commission meeting approved to contract services with ERO Architects. ERO Architects has submitted the final contract for the construction of the City Hall/Transit Terminal Building at a six percent (6%) fee from the total cost of the project.

RECOMMENDATION:

Approve as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «12 » day of «August» in the year «2020 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of San Juan
709 S Nebraska Ave
San Juan, TX 78589 »

and the Architect:
(Name, legal status, address and other information)

«goERO International, LLC d.b.a. ERO Architects»
«300 S. 8th Street »
«McAllen, TX 78501 »
«Tel. (956) 655-4655 »

for the following Project:
(Name, location and detailed description)

« New and right-sized City of San Juan City Hall/Transit Terminal Building
512 S. Nebraska
San Juan, Texas 78589»

The Owner and Architect agree as follows.

Architect will provide architectural design services for the construction of a San Juan City Hall / Transit Terminal Building project that is divided into two phases:

Phase 1: Preliminary Design – Architect will deliver a preliminary design to determine a best option before proceeding to Phase 2 and schematic design. Architect will provide a program of space requirements, bubble diagram layout, site plan, probable cost of work and project schedule.

Phase 2: Design and Construction - After the preliminary design is approved, the Architect will proceed with the design services and the subsequent bidding and construction administration services as described in Article 3.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«To be determined after the approval of the Phase 1: Preliminary Design of the project. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« To be determined after the approval of the Phase 1: Preliminary Design of the project. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«TBD »

- .2 Construction commencement date:

«TBD »

- .3 Substantial Completion date or dates:

«TBD »

- .4 Other milestone dates:

«TBD »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Sealed Proposals or Construction Manager At-Risk »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

« TBD »

- .2 Civil Engineer:

« TBD »

- .3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Surveyor:

« TBD »

Information Technology Systems:

« TBD »

Transportation Engineer:

« TBD »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Brian Godinez »
«GOERO International, LLC dba. ERO Architects »
«300 S. 8th Street »
«McAllen, TX 78501 »
«(956) 655-4655»
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

Phase 1: Preliminary Design

.1 Structural Engineer:

«GOERO International, LLC dba. ERO Architects »« »
«300 S. 8th Street »
«McAllen, TX 78501 »
«(956) 661-0400 »

Phase 2: Design and Construction

.1 Structural Engineer:

«GOERO International, LLC dba. ERO Architects »« »
«300 S. 8th Street »
«McAllen, TX 78501 »
«(956) 661-0400 »

.2 Mechanical, Electrical & Plumbing Engineer:

« Edcon MEP
1101 W. Ferguson Street
Pharr, Texas, 78577 »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«Phase 1: Preliminary Design

«TBD »

Phase 2: Design and Construction

«Stephen P. Walker Landscape Architect
7217 N. 30th St.
McAllen, Texas 78504 »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One million dollars» (\$ «1,000,000.00») for each occurrence and «One million dollars» (\$ «1,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One million dollars» (\$ «1,000,000.00») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One million dollars» (\$ «1,000,000.00») each accident, «One million dollars» (\$ «1,000,000.00») each employee, and «One million dollars» (\$ «1,000,000.00») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One million dollars» (\$ «1,000,000.00») per claim and «One million dollars» (\$ «1,000,000.00») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other

documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided – Preliminary Design Phase
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facility topography, boundary, surveys and geotechnical	Owner
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Transportation design	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.30 Other Supplemental Services	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Landscape design »

»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« Existing facility topography, boundary, surveys and geotechnical
Civil engineering
Telecommunications/data design
Transportation design
Commissioning»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination before the Architect proceeds and incurs Additional Services. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «One» («1») visit per week to the site by the Architect during construction
- .3 «Two» («2») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two» («2») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 The Architect will request written authorization from the Owner before extending the time of any phase of the project. The Architect shall be compensated as Additional Services if approved in advance by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the

Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1 if designated.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any

event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[☒] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum for **Phase 1: Preliminary Design**
(Insert amount)

«Lump sum fee of \$25,000»

- .2 Percentage Basis for **Phase 2: Design and Construction**
(Insert percentage value)

«6»%

of the Owner’s budget for the Cost of the Work, which will be determined after the Phase 1: Preliminary Design, as calculated in accordance with Section 11.6 plus the cost of the of the Supplemental Service Consultants listed in Section 11.2.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Phase 2: Design and Construction

«Landscape Design»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Amount invoiced to the Architect plus 10% »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «five» percent («5»%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« Amount invoiced to the Architect plus 10% »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Fifteen»	percent (	«15»	%)
Design Development Phase	«Twenty»	percent (	«20»	%)
Construction Documents Phase	«Fourty»	percent (	«40»	%)
Procurement Phase	«Five»	percent (	«5»	%)
Construction Phase	«Tenty»	percent (	«20»	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category

Rate (\$0.00)

ERO Architecture

Principal/Partner	\$225.00
Principal Project Manager	\$200.00
Architectural Designer	\$155.00
Senior Contract Administrator	\$155.00
Architectural Intern	\$120.00
Production/Drafter	\$120.00
Graphic Designer	\$110.00
Copy Writer	\$ 90.00
Clerical	\$ 75.00

ERO Structural Engineering

Principal/Partner	\$225.00
Principal Project Engineer	\$200.00
Senior Structural Drafter/Designer	\$165.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project and must be approved with written authorization by Owner, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments for Phase 1 and Phase 2 Services

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

« »

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

« A. Final Preliminary Design Report approved by the City Commission.

B. Request For Qualifications (RFQ) RFQ No. 19-15-05-08 - Architectural Services for
The Construction of a San Juan City Hall / Transit Terminal Building.

[« »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits
and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Mario Garza»

City of San Juan Mayor

ARCHITECT (Signature)

«Eli R. Ochoa, PE, AIA»

Principal

ERO Architects

TBAE #18160/Since 2001/Since 1979

TBPE #60251/Since 2001/Since 1983



**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ No. 19-15-05-08**

**Architectural Services for
The Construction of a San Juan City Hall / Transit
Terminal Building**

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ No.: 19-15-05-08

**For Architectual Services
For the Construction of a San Juan City Hall / Transit
Terminal Building**

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**AMENDED
REQUEST FOR QUALIFICATIONS**

Request For Qualifications (RFQ) for Architectural Services for a San Juan City Hall/Transit Terminal Building are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas, 78589-2649 and will be received on May 8, 2020 until 10:00 a.m., at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

**Request for Qualifications for Architectural Services, No. 19-15-05-08
For a San Juan City Hall / Transit Terminal Building
Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649**

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

Be advised that if a company downloads the RFQ documents from the web page and is contemplating on submitting an RFQ, the respondent must register with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing by e-mail at rjaime@sjtx.us. In the subject line of your emails, please include the RFQ No. and name. In the body of your email, please include the company's name, address, phone and facsimile number, as well as the contact person's name and title.

The City of San Juan reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the qualification to be the best and most advantageous to the City, and hold the qualification for a period of 60 days without taking action. Qualifications submitted past the aforementioned date and time will not be accepted. **Caution to those submitting qualifications; those not in the proper form may be rejected.**

**CITY OF SAN JUAN
REQUEST FOR ARCHITECTURAL SERVICES
FOR SAN JUAN CITY HALL/TRANSIT TERMINAL BUILDING**

I. PURPOSE OF RFQ

The City of San Juan, Texas, invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing architectural services in connection with a San Juan City Hall/Transit Terminal Building as herein outlined.

II. LOCATION

The City is proceeding with planning (as herein outlined) for a San Juan City Hall/Transit Terminal Building to be built at the Northwest corner of Nebraska Avenue and 6th Street.

III. OBJECTIVE

The City proposes to retain a highly qualified, capable firm(s) to act as the Architect during the planning of the project. Those firm(s) who participate in this RFQ process are sometimes referred to as “Respondents” and “Architects”. The City will give prime consideration to the Architect with significant, current experience in the development, design, and construction of city hall/transit terminal buildings. The City reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

IV. SCOPE OF WORK

1. The selected Architect(s) will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon selection of a Respondent with whom negotiations will proceed, a Scope of Work will be developed. The City anticipates a contract which will include programming, schematic design, production of computer generated renderings, plans, specifications, and cost estimations; however the City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate. The City will not use the standard AIA contract documents to secure the professional services herein described. The Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The Architect is also required to identify and select the appropriate sub-consultants; however, the City reserves the right to approve proposed sub-consultants that will be associated with the Project.
2. The City will use the services of a Project Manager. The Project Manager will serve as an integral team member from the inception of the programming and design efforts. Furthermore, the Project Manager may be used, in conjunction with the design team, as the cost estimator, project scheduler, and in the implementation of phasing alternatives for the project upon completion of preliminary layouts and plans sufficient to estimate the project. The Architect will coordinate and cooperate fully with The Project Manager. Initial planning phase cost estimates will be provided by the Architect.

V. PROJECT FUNDING

Funding for the work described herein will be provided from the various sources as determined upon approval by the City Commission. Including but not limited to Federal Transit Authority.

VI. SELECTION PROCESS

Selection of the firm will follow the proposal-interview process.

From a review of the statements of qualification received, and after a recommendation from the Project Manager, the City intends to invite a “short – list” of firms to be interviewed before making a final selection of a firm for this project.

The statements of qualifications received will be one part of the selection process utilized by the City, together with the interviews, to determine if a consulting contract should be pursued. The City Commission may request that presentations be made during a City Commission meeting to assist them in their decision.

The selected respondent will then negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice negotiations will then proceed with the second choice respondent until a mutually agreed contract can be negotiated.

VII. EVALUATION CRITERIA

The criteria used by the Project Manager to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

A. Qualifications of Firm – 40 points

Qualifications of firm, specifically as they relate to this Project.

B. Firms Experience on Similar Projects – 20 points

Related project experience of the firm(s) and the individuals who would be assigned to this Project.

C. Available Resources to Complete Project – 20 points

This criterion would include the analytical, design tools, personnel, resources or methodologies commonly used by the firm that may be applicable to the project categories.

D. Responsiveness to the RFQ – 10 points

This would include any documents submitted such as concept plans, space planning, and design concepts and other related items.

E. Professional References – 10 points

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of San Juan for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the

proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the City Staff, which are outside of the establish process should not be initiated.

- B. **All Information True** – By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents present to the City of San Juan for consideration in the selection process may be excluded.
- C. **Interviews** – After the initial evaluation of the statements of qualifications, the Respondents will be notified of their status in the selection process. Respondents who are “short-listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent’s program approach, but on an appraisal of the design professionals who would be directly involved in the Project. “Short listed” respondents may be asked to make a presentation to the City Commission. If a presentation to the Commission is requested, it will be necessary that additional RFQ response submittals be provided by the “short listed” respondent.
- D. **Inquires** – Do not contact the Mayor, City Commission, or Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Mr. Rene J. Jaime, Purchasing Agent for the by e-mail at RJaime@sjtx.us.
- E. **Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. **Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate Staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. **No Obligation** – The City reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all Respondents submitting responses, should it be deemed in the City’s best interest; or cancel the entire process.
- H. **Professional Liability Insurance** – The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas.
- I. **Minority Business Enterprises** – It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, apply to this contract as follows:

The consultant agrees to insure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26 has the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that Disadvantaged Business Enterprise (DBE) have the maximum opportunity to compete for and perform contracts.

The Consultant and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set above shall constitute a breach of contract and, after the notification of the City of San Juan, may result in termination of the contract by the City of San Juan or other such remedy as the City deems appropriate.

Contract Goals/Good Faith Effort: In order to be responsive to the DBE requirements please keep in mind that DBE need to be certified by FTA and the selected architect must meet the requirements of either alternative A or B or both:

CITY CONTACT

Sealed submittals, one (1) marked original, six (6) copies and one (1) electronic copy on a USB flash drive, are to be submitted in response to this Request for Qualification (RFQ), as well as any questions, clarifications or for general information are to be emailed to:

Rene J. Jaime, Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649
Phone: 956.223.2200
Email: RJaime@sjtx.us

The individual above may be contacted for clarification of the specifications of this Request for Qualifications (RFQ) only. All contact shall be made electronically.

Any non-written representations, explanations, or instructions given by City Staff are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

Under no circumstances will private meetings be scheduled between the Utilities Professional Services firm and City Staff and/or City Representatives prior to submittal deadline.

CONFIDENTIALITY OF RESPONSE CONTENT

All submittals offered in response to this RFQ shall be held confidential until an agreement is awarded. Following the agreement award, submittals are subject to release as public information unless the submittal or specific parts of the submittal can be shown with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential responders.

If a responder believes that a submittal or part of a submittal is confidential then the responder shall so specify. The responder shall stamp in bold red letter the term “**CONFIDENTIAL**” on that part of the submittal, which the responder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

All submittals become property of the City and will not be returned to the engineering firm.

CONFLICT OF INTEREST

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us and herein, see Appendix A. Complete Conflict of Interest Questionnaires may be mailed or delivered by hand to the Purchasing Manager. If mailing a completed form, please mail to:

Rene J. Jaime
City of San Juan
709 S. Nebraska
San Juan, Texas 78589

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor’s submittal.

A current list of City of San Juan officers is available in the office of the City of San Juan City Secretary, City Hall or on the City’s website at <http://www.cityofsanjuantexas.com>. If you are considering doing business with the City of San Juan or the City of San Juan Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Secretary) of the City of San Juan not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Juan Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN JUAN
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Juan (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Juan City Commission:

Mayor:	Mario Garza
Mayor Pro-Tempore:	Leonardo “Lenny” Sanchez
Commission Members:	Jesus "Jesse" Ramirez Ernesto "Neto" Guajardo Marco “Markie” Villegas
City Manager:	Benjamin Arjona

City of San Juan Staff:

Director of Finance	Leroy Gonzales
Director of Planning:	Roberto Escobar
Purchasing Agent:	Rene J. Jaime

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code,

Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;

- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

DISCLOSURE OF LITIGATION

Each responder shall include in its submittal a complete disclosure of any civil or criminal litigation or investigation pending which involves the responder or in which the responder has been judged guilty.

EX PARTE COMMUNICATION

Please note that to insure proper and fair evaluation of a submittal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the responder to the Mayor, City Commission, or City Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Rene J. Jaime, Purchasing Agent for the City by e-mail at rjaime@sjtx.us.

INDEMNIFICATION

The successful responder shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, or fees incident to any work done as a result of this response and arising out of a willful or negligent act or omission of the successful responder, its officers, agents, servants, and employees; provided however, that the successful responder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

LEGAL REQUIREMENTS

All parties offering submittals shall comply with federal, state and local laws and mandates relative to the preparation of submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPPA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All submittals will be presumed to be in compliance with all applicable laws.

SUBMITTAL CONTENTS

The contents of the response submittal by the successful firm and this RFQ will become part of any contract award. The successful firm shall be expected to sign a contract with the City. The response and this RFQ shall be incorporated by reference into the contract as though fully set forth therein.

RIGHT OF RETENTION

The City of San Juan reserves the right to retain all responses submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission of a response indicate acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the response and confirmed in the contract between the City of San Juan and the firm selected. Under no circumstances shall a responder whose submittal has not been accepted be entitled to any claims for compensation. The City reserves the right to hold a RFQ for 60 days without taking action.

INSURANCE

Certificate of Insurance should be made to the City of San Juan, 709 S. Nebraska, San Juan, Texas 78589 and should reference the RFQ number and name.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Purchasing/Risk Manager prior to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term “City” shall include The City of San Juan and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

- A. Comprehensive Commercial General Liability: The Respondent/Selected Firm shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the “City of San Juan” as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an “occurrence” form.

B. Business Automobile Liability: The Respondent/Selected Firm shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

This policy of insurance shall name the "City of San Juan" as an additional insured.

C. Umbrella/Excess Liability: Respondent/Selected Firm shall provide umbrella/excess coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.

D. Workers' Compensation: The respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease."

E. Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

IX. SUBMITTAL INSTRUCTIONS

Request For Qualifications (RFQ) for Architectural Services for a San Juan City Hall/Transit Terminal Building are to be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas, 78589-2649 and will be received on May 8, 2020 until 10:00 a.m, at which time they will be taken to the City Hall Conference Room, and the names of the responding firms will be read aloud. Submissions are to have a return address on their envelope and are to be addressed as follows:

**Request for Qualifications for Architectural Services, No. 19-15-05-08
For a San Juan City Hall / Transit Terminal Building
Purchasing Department
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649**

To enable the City to efficiently evaluate the responses, it is important that the Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

Each copy of the responses shall be bound to ensure pages are not lost. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

X. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Letters**

The first page following the divider shall be a letter transmitting the response of the City and stating that the proposal set forth in it remains effective for a period of 60 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

- **Divider #2: Firm Information**

- a. Firm name, addresses, and telephone numbers of all firm offices.
- b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- c. The number of years the firm has been in business.
- d. Name of principals in firm.
- e. Primary contact.
- f. Organizational description.
- g. Description of firm's philosophy.

- **Divider #3: General Company History/Qualifications**

- a. A brief history of the Architect and the services routinely provided in-house on municipal (or related) building projects.
- b. An organization chart that explains team member responsibilities.
- c. Name of the Project Team Leader in charge of project.
- d. The resumes of all persons to be assigned to the project with their prospective roles identified.
- e. Documentation that the firms on the Architect's team (architects and engineers) are registered in the State of Texas.

- **Divider #4: Financial and Legal Status**

- a. Describe the general financial capability of the Respondent. If requested during the selection or negotiation process a financial statement and balance sheet may be required.
- b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
- c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
- d. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #5: Experience and References**

- a. Discussion of Architect's experience in working with government Agencies.

- b. List of all representative Municipal and Governmental project, whether ongoing or completed, including references. Please begin with projects in Texas. For each, please provide:
 - i. Project name and location
 - ii. Year completed
 - iii. Short description of project
 - iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
 - v. Cost of construction for project
 - vi. Names, addresses and telephone numbers of general contractor and engineer
 - vii. Design and construction cost and whether or not it was completed on time
- c. List of all projects currently under contract

• **Divider #6: Management and Organizational Approach**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

- a. Describe your firm's understanding of the project.
- b. Describe how the firm will organize to perform the services.
- c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, City Commission, staff and users.
- d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
- e. Describe the architectural team's approach to communication with the City and Construction Manager.
- f. Description of Architect's approach to code analysis and jurisdictional approvals.

• **Divider #7: Signed and completed original of RFQ Packet No. 19-15-05-08**

In the event that two or more architectural firms are collaborating, dividers 2 – 7 must be filled out for each company, with responsibilities clearly delineated between firms.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

E-Mail: _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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 	
1 Name of vendor who has a business relationship with local governmental entity.		
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.		
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		Date

Appendix A - CIQ Form pg. 2 of 2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
AUGUST 11, 2020

Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare Service Plan for a 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, as Requested by Ricardo Cazares.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning and Zoning Department is proposing to adopt a Resolution for a Voluntary Annexation Petition, Setting Dates and Times of the Public Hearings for a proposed subdivision being 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision.

The property owner of the subject property has submitted a petition for voluntary annexation to the City of San Juan. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

RECOMMENDATION:

Adopt a Resolution to Accept Petition for Voluntary Annexation; Setting Dates and Times of the Public Hearings.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

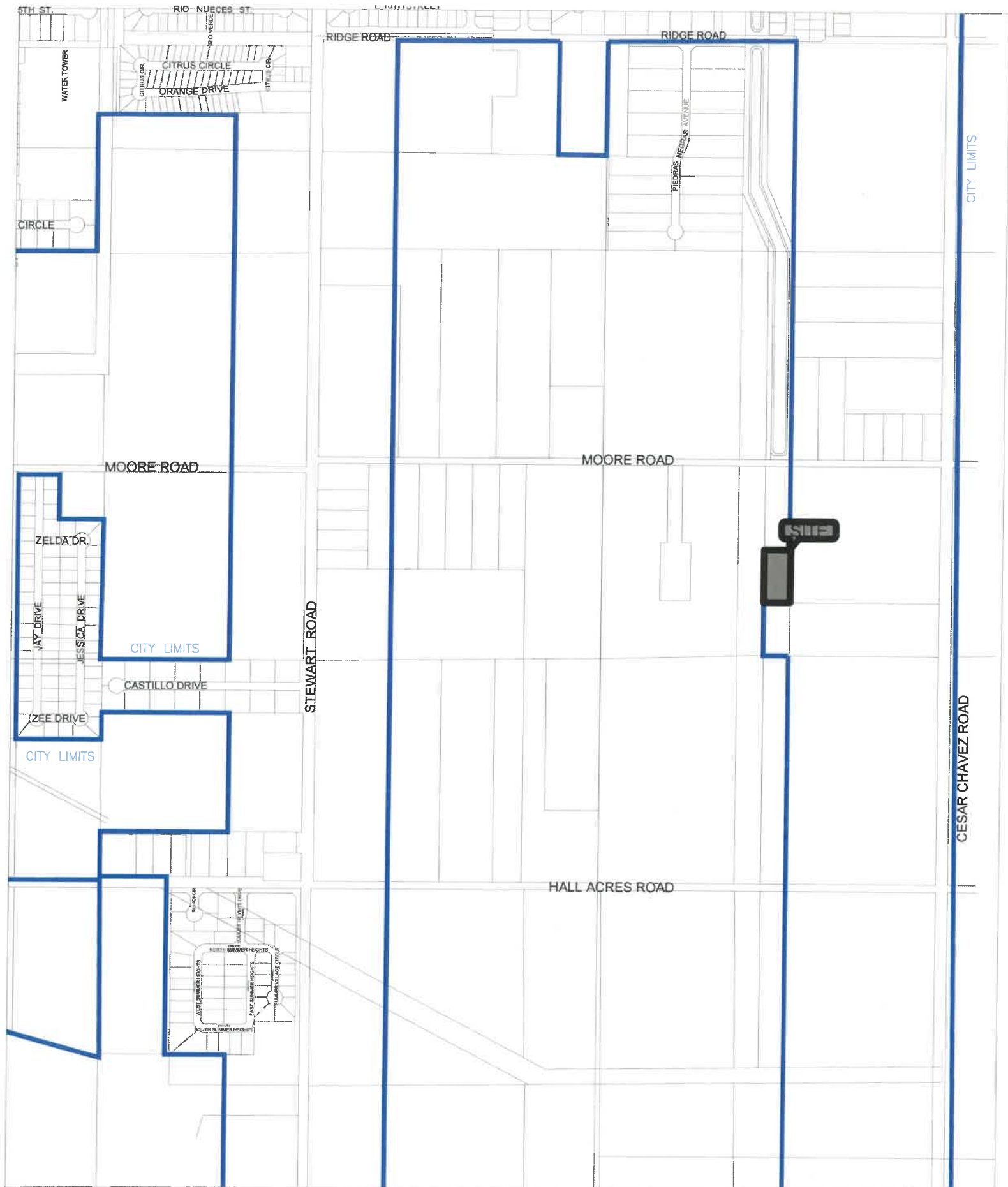
Benjamin Arjona, City
Manager



Planning & Zoning Department

VOLUNTARY ANNEXATION SCHEDULE

Subject Property	Being 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, as Requested by Ricardo Cazares.
Monday, July 27, 2020	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Monday, July 27, 2020	Negotiate written service agreement with property owner and City.
Tuesday, August 11, 2020	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Tuesday, August 19, 2020	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, September 8, 2020	City Commission holds public hearing on Voluntary Annexation.
Wednesday, September 16, 2020	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, October 13, 2020	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, October 27, 2020	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, November 10, 2020	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.



Legend

-  CITY LIMITS
-  Proposed area

Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare Service Plan for a 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24-26, Map Records, as Requested by Ricardo Cazares.



Date: _____
Taken by: _____

**REQUEST FOR ANNEXATION
BY THE OWNER OF AREA ANNEXED**

To: The Honorable Mayor and
Board of Commissioners of the city of San Juan.

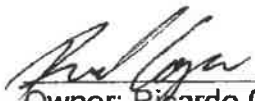
The undersigned owner of the hereinafter described land hereby request that you extend the present corporate limits of the city of San Juan so as to include as part of the city of San Juan, Hidalgo County, Texas, the following described property;

A 1.61 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

See attached Survey and Metes and Bounds.

I certify that the above described tract of land lies adjacent to and adjoins the city of San Juan , Texas, and that petition is signed and dully acknowledged be each and every person owning any interest in said land.

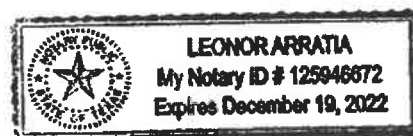
WITNESS my hand this 13th day of July 2020


Owner: Ricardo Cazares
Address: 1337 W. Moore Road
Alamo Texas 78516

State of Texas
County of Hidalgo

Sworn and subscribed before me on the 13th day of July, 2020


Notary Public
State of Texas



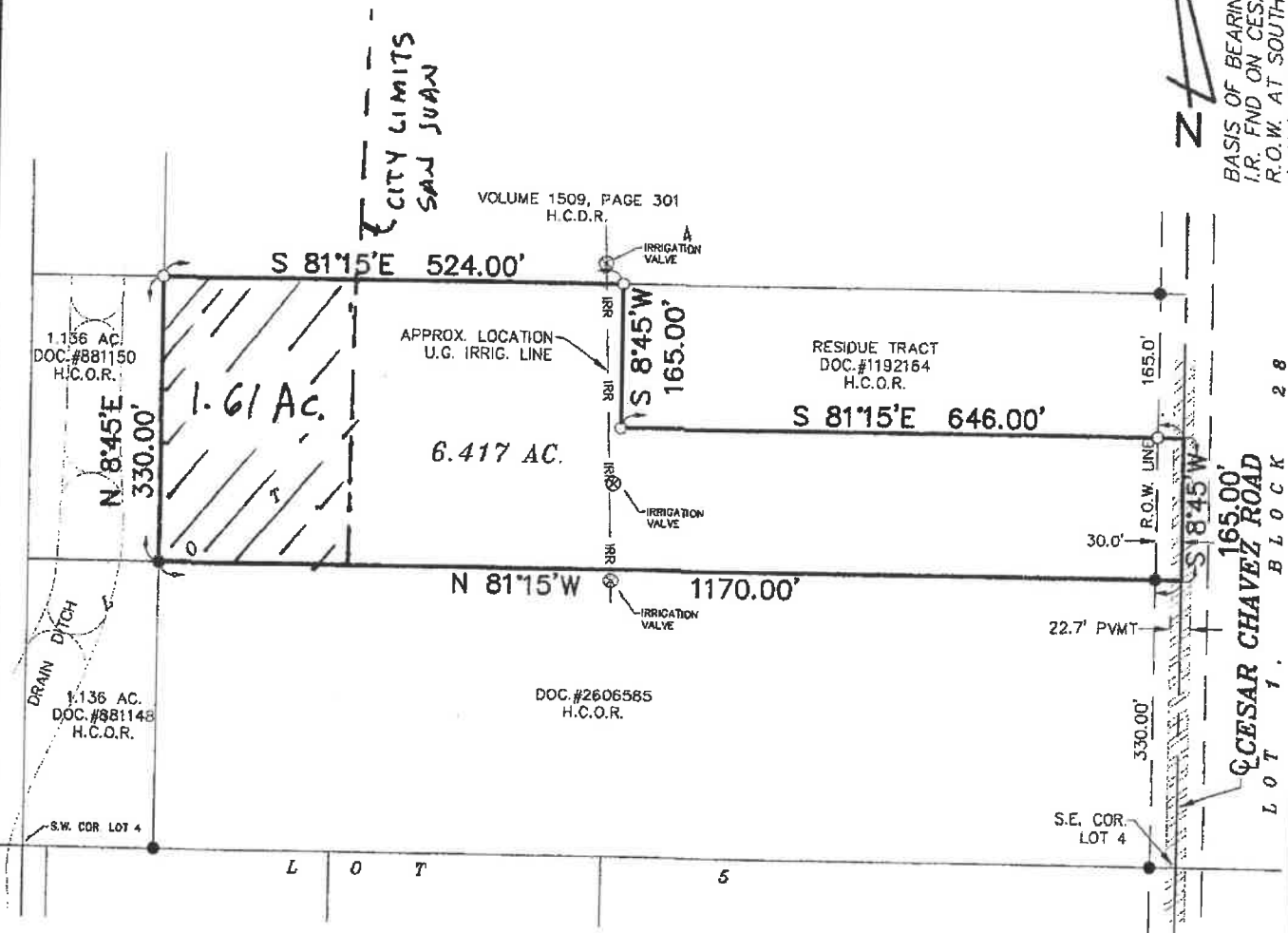
NOTE: THIS PROPERTY IS SUBJECT TO THE CITY OF SAN JUAN/ HIDALGO COUNTY SUBDIVISION RULES AND REGULATIONS.

LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "R&A"

20370

BASIS OF BEARINGS: 1/2" I.R. FND ON CESAR CHAVEZ R.O.W. AT SOUTH LINE LOT 4 AND 660 FT. NORTH



SURVEY PLAT OF
6.417 ACRES OF LAND OUT OF
LOT 4, BLOCK 27,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, H.C.M.R.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "B" (AREAS BETWEEN LIMITS OF THE 100 YR AND 500-YR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD) OF FIRM COMMUNITY PANEL NO. 480334 0425 C, DATED NOVEMBER 16, 1982.

Reynaldo Robles
REYNALDO ROBLES, R.P.L.S. #4032

PREPARED FOR: RICARDO CAZARES

RA ROBLES & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

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WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 968-2011
FIRM No. 10096700

SURVEYED: 1-28-20	DRAWN BY: JR/2-04-20
SCALE: 1"=200'	JOB No. 20370
TITLE COMMITMENT No.	REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

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METES AND BOUNDS

A 1.61 acre tract of land out of Lot 4, Block 27, Alamo Land and Sugar Company Subdivision, according to the map recorded in volume 1, pages 24-26, map records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a point for the southwest corner of this tract, said point bears, S 81°15'E, 150.00 and N 08°45' E, 330.00 feet from the southwest corner of lot 4;

THENCE; N 08°45' E, a distance of 330.00 feet to a point for the northwest corner of this tract;

THENCE; S 81°15' E, a distance of 213.00 feet to a point for the northeast corner of this tract;

THENCE; S 08°45' W, a distance of 330.00 feet to a point for the southeast corner of this tract;

THENCE; N 08°45' W, a distance of 213.00 feet to the point of beginning and containing 1.61 acres of land more or less.

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR VOLUNTARY ANNEXATION; SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS REGARDING THE PROPOSED ANNEXATION OF THE BELOW MENTIONED PROPERTIES; AND DIRECTING THE PLANNING DEPARTMENT TO PREPARE A PLAN OF SERVICES FOR SAID ANNEXATION.

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

Section 1. The City of San Juan has received a petition from the following property owners for voluntary annexation of properties described in Exhibit "A". The City Commission of the City of San Juan hereby declares its intention to institute proceedings to annex to the City the territory generally described in Exhibit "A" and being out of the and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of San Juan for all purposes to include such territory. A map of such proposed annexation is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. The City Commission of the City of San Juan hereby calls two (2) public hearings at which time all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territories described above. The first public hearing shall be held in the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 at 6:00 p.m. on September 8, 2020. The second public hearing shall be held at the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 on October 13, 2020 at 6:00 p.m. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than eleven (11) days nor more than twenty (20) days subsequent to such public hearings.

Section 3. The City Secretary of the City of San Juan is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of San Juan and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not less than eleven (11) days nor more than twenty (20) days prior to the day of that public hearing.

Section 4. The Planning Department is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territories that are proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

CONSIDERED, PASSED AND APPROVED on this 11th day of August, 2020, at a meeting of the City Commission of the City of San Juan, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Mario Garza
Mayor

Attest:

Diana Cavazos
City Secretary