



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: Amigos Del Valle
600 W. 1st Street
San Juan, Texas 78589
Tuesday, October 27, 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 an 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, October 23, 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 than 5:00 p.m. on Tuesday, October 27, 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.** Proclamation Proclaiming October 27-October 30, 2020 as Red Ribbon Week.
- B.** Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.
- 1.** Department of Finance Monthly Report.

2. Fire Department Monthly Report.
3. Police Department Monthly Report.
4. Municipal Court Monthly Report
5. Department of Utilities Monthly Report.

VI. PUBLIC HEARINGS

- A. Hold a Public Hearing for a Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.
- B. Hold a Public Hearing for a Conditional Use Permit to allow a Drive-Thru Window at Denny's Restaurant located at 1601 E. IH 2, legally described as Lot 2, RR San Juan Retail Subdivision, as Requested by TopCon, Inc.
- C. Hold a Second Public Hearing to Consider a Voluntary Annexation Petition of the 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, Hidalgo County, Texas located approximately a quarter of a mile South of Moore Road, along the West side of Cesar Chavez Road, as Requested by Ricardo Cazares.

VII. APPOINTMENTS

- A. Consider the Appointment of a Representative and Alternate for Fiscal Year 2020-2021 to the Amigos Del Valle Board of Directors.

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

- A. Consider Awarding RFP No. 19-22-10-09 Batting Cage to Javier Cavazos from San Juan, Texas for the amount of \$60,200.00
- B. Consider Awarding Bid # 19-19-10-02 for the Purchase of Sulfur Dioxide to DPC Industries, Inc. from Corpus Christi Texas in the Amount of \$806.00 in an Amount Not to Exceed \$20,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

- C.** Consider Awarding Bid# 19-18-10-02 for Purchase of Chlorine to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$797.00 Per Ton Containers and \$141.00 Per 150-lb Cylinders, in an Amount Not to Exceed \$35,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.
- D.** Consider Awarding Bid# 19-20-10-02 for the Purchase of Sludge Hauling and Disposal Service to Denali Water Solutions from Russellville, Arkansas in the Amount of \$520.00 Per Load of De-Watered Sludge Cake and \$0.105 Per Gallon of Liquid Sludge, in an Amount Not to Exceed \$165,000 and Authorized the City Manager to Execute all Related Documents and Budget Amendment as Needed.
- E.** Consider Awarding Bid# 19-22-10-02 for the Purchase of Liquid Ammonium Sulfate to Chemtrade Chemicals US, LLC., from Odem, Texas in the Amount of \$0.149 lb in an Amount Not to Exceed \$20,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.
- F.** Consider Awarding Bid# 19-21-10-02 for the Purchase of Aluminum Sulfate/Blends to Chemtrade Chemicals US, LLC., from Odem, Texas in an Amount of \$0.0764 Per Liquid Pound for an Amount not to Exceed \$80,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

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 9.32 acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, as Requested by Juan Maldonado.
- B.** Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), DST Family Limited Partnership and the City of San Juan.
- C.** Consider and Approve Resolution Authorizing the Creation of the Rio Grande Valley Regional 9-1-1 Emergency Communication District (ECD) as Requested by the Lower Rio Grande Valley Development Council.

X. CONSENT AGENDA

A. Tax Collection Report - September 2020

- B. Meeting Minutes**
- March 16, 2020
- March 18, 2020
- March 27, 2020

XI. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551. (Consultation with Attorney)**
- 1. Pursuant to Section §551.071, Consultation with Attorney; Discussion and Possible Action Regarding Approval on Phase 1 Preliminary Design on City Hall/Transit Terminal Building and Proceed to Phase 2 Design and Construction.**

XII. RECONVENE

- A. The City Commission will Reconvene in Open Session to Take Necessary Action, if any, in Accordance with Chapter 551, Open Meeting, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.**
- 1. Discussion and Possible Action Regarding Approval on Phase 1 Preliminary Design on City Hall/Transit Terminal Building and Proceed to Phase 2 Design and Construction.**

XIII. ADJOURNMENT

CERTIFICATION

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

DIANA CAVAZOS

CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

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

OFFICE OF THE CITY SECRETARY



Proclamation

Red Ribbon Week *"Be Happy. Be Brave. Be Drug Free."*

- Whereas,* alcohol and drug abuse in this Nation have reached epidemic stages, making it imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and
- Whereas,* Red Ribbon Week offers community members an opportunity to demonstrate their commitment to drug-free lifestyles; and
- Whereas,* Red Ribbon Week will be celebrated by the City of San Juan, Texas, October 23-31, 2020; and
- Whereas,* community members in San Juan, Texas will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign.

Now, Therefore Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with Mayor Pro-Tempore Leonardo "Lenny" Sanchez, Commissioner Jesus "Jesse" Ramirez, Commissioner Ernesto "Neto" Guajardo and Commissioner Marco "Markie" Villegas hereby declare October 23-31, 2020 as National Red Ribbon Week.

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 10/20/2020

SUBJECT: Department of Finance Monthly Report.

Finance Department

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

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

Additional Information

- 7 STAFF MEMBERS
- Maintained 26 funds, assisted 24 departments and posted 2,122 journal entries, issued 4,694 disbursement checks and processed 6,304 payroll checks and direct deposits, during the months of October 2019 – September 2020
- July Sales Tax 12.04% Increase of \$41,124 Compared to last year.
- Audit FY 2018/2019- Complete
- Reconciled 10 Bank Accounts
- Budget Adjustments (94)
- Budget Amendments (31)
- Manage a 23.0 million budget

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

General Fund Budget of 11.8 million

Utility & Sanitation Fund 7.0 million

Stormwater Fund 290 thousand

Debt Service Fund 1.7 million

Other Funds 2.2 million

Utility Billing Department

Department Description

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

- The City collects about 6,703 water and 9,855 sewer accounts.
- North Alamo Water Supply Corporation service 3,544 sewer accounts.
- Per Audited Financial Report, in FY ending 9/30/2019, Utility Fund collected 5.2 million and Sanitation Fund 3.21 million with a combined 8.4 million.
- Implementation of the Incode 10-Complete
- Received 2 Chevy Colorado Meter Division
- Email Billing (76)
- Service Orders
 1. Connects 52
 2. Meter information 11
 3. Disconnect 32
 4. Dead Meters Change 10
 5. Past Due Notice 1,538
 6. Cut Off Register -
 7. Cut List-
 - Payments are made by
 - 67 % paid in person
 - 1 % Junior's Supermarket
 - 21 % online
 - 6 % bank drafts
 - 5 % other locations
- Staff of 6 Employees



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

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: Tirso Garza, Fire Chief
DATE: 10/21/2020
SUBJECT: Fire Department Monthly Report.

The San Juan Fire Department had the following activity during the month of September 2020:

Emergency Calls

A total of 31 Calls for the month of September 2020. (Please see attached report.)

- A Shift = 9
- B Shift = 10
- C Shift = 12

Med-Care Response

Due to COVID19 Med-Care EMS responded along with the Fire Department for a total of 6 calls with one (1) delayed response for the month of September 2020. The Med-Care report from the EMS Company was submitted on October 2, 2020.

County Calls

For the month of September 2020, the San Juan Fire Department had no County Calls.

Volunteer Department

The San Juan Volunteer Fire Department was not able to meet for a monthly business meeting due to COVID-19.

Fire Inspections

A total of 20 inspections were conducted in the Month of September 2020, please see attached for detailed information about each conducted inspection.

Plan Reviews

The following plans were reviewed for the month of September 2020:

- Uresti Subdivision
- Sepulveda Subdivision
- Texas National Subdivision
- Snowball Express
- Cesar Heights Subdivision
- Allure Nail Salon
- Cristina Tijerina Apts

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belong only to the logs that were submitted by the Fire Chief, Lieutenant or Firefighter in Charge for the month of September 2020 to the Administration Office.

- A total of 651.4 Gallons of Diesel
- A total of 177.9 Gallons of Unleaded



CITY OF SAN JUAN

**SEPTEMEBR-2020
9-1-1 AMBULANCE REPORT**

**Submitted To:
Chief Tirso Garza**

October 2, 2020

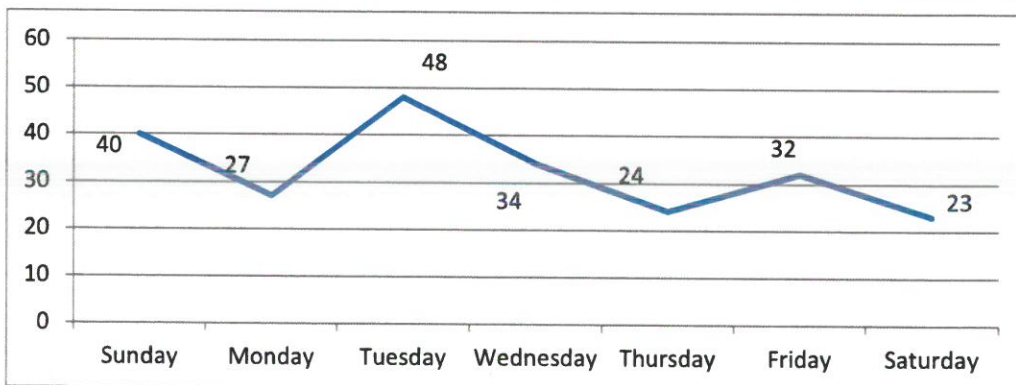
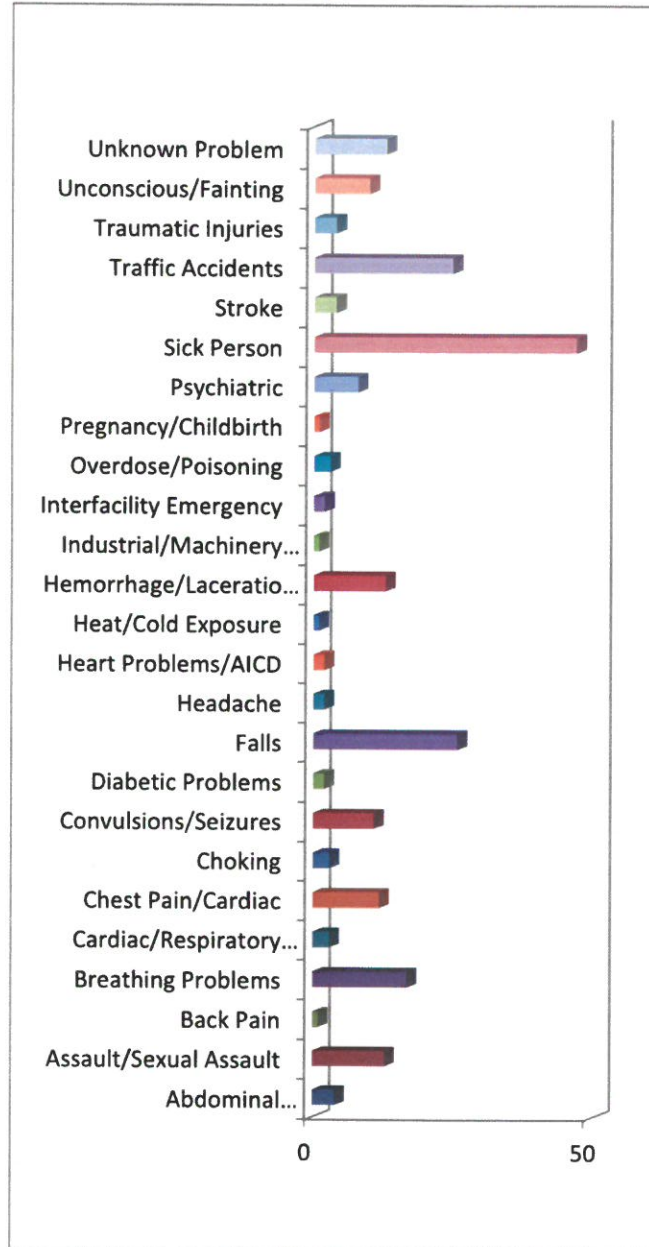
MEDCARE EMS, INC.
San Juan 9-1-1 Call Types Sept 2020

	San Juan
Abdominal Pain/Problems	4
Assault/Sexual Assault	13
Back Pain	1
Breathing Problems	17
Cardiac/Respiratory Arrest	3
Chest Pain/Cardiac	12
Choking	3
Convulsions/Seizures	11
Diabetic Problems	2
Falls	26
Headache	2
Heart Problems/AICD	2
Heat/Cold Exposure	1
Hemorrhage/Lacerations	13
Industrial/Machinery Accidents	1
Interfacility Emergency	2
Overdose/Poisoning	3
Pregnancy/Childbirth	1
Psychiatric	8
Sick Person	47
Stroke	4
Traffic Accidents	25
Traumatic Injuries	4
Unconscious/Fainting	10
Unknown Problem	13
Total	228

Calls by Day of the Week	Total
Sunday	40
Monday	27
Tuesday	48
Wednesday	34
Thursday	24
Friday	32
Saturday	23
Total	228

Compliance Response

96.2%



Community Events

Sep-20



Date	Address	Event
	None	

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratltime	atdtime
9/1/2020	38,512	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	12:43:46 AM	12:53:30 AM	12:00:00 AM	12:00:00 AM
9/1/2020	38,514	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	1:22:59 AM	1:26:42 AM	12:00:00 AM	12:00:00 AM
9/1/2020	38,518	1604 SOL ST	SAN JUAN	17-A-4-G	2:06:58 AM	2:26:34 AM	2:51:51 AM	3:05:55 AM
9/1/2020	38,521	611 MESQUITE AVE	SAN JUAN	21-B-1-M	4:06:17 AM	4:17:55 AM	4:38:07 AM	4:50:20 AM
9/1/2020	38,541	707 W 6TH ST	SAN JUAN	04-B-1-A	9:46:14 AM	9:50:44 AM	10:08:11 AM	10:19:57 AM
9/1/2020	38,571	805 W RIDGE RD	SAN JUAN	17-B-04	1:06:40 PM	1:14:22 PM	1:35:09 PM	1:41:32 PM
9/1/2020	38,586	510 CHAPARRAL AVE	SAN JUAN	25-B-6	3:15:50 PM	3:15:55 PM	3:30:32 PM	3:35:54 PM
9/1/2020	38,595	E BUSINESS 83 & S KANSAS AVE	SAN JUAN	29-B-5-U	4:19:06 PM	4:26:08 PM	12:00:00 AM	12:00:00 AM
9/1/2020	38,615	904 SUNSET ST	SAN JUAN	26-C-02-C	6:49:38 PM	6:58:33 PM	7:15:48 PM	7:25:31 PM
9/2/2020	38,665	421 12TH ST	SAN JUAN	01-A-1	3:37:24 AM	3:48:51 AM	4:03:24 AM	4:35:32 AM
9/2/2020	38,685	2201 S VETERAN	SAN JUAN	29-B-5-U	9:33:02 AM	9:39:33 AM	12:00:00 AM	12:00:00 AM
9/2/2020	38,709	307 SALLY AVE	SAN JUAN	30-A-3	1:54:14 PM	2:03:24 PM	2:27:05 PM	2:33:30 PM
9/2/2020	38,724	S STEWART RD & E BUSINESS 83	SAN JUAN	29-B-5-U	3:52:45 PM	4:04:53 PM	12:00:00 AM	12:00:00 AM
9/3/2020	38,796	420 SAN MARCOS ST	SAN JUAN	26-A-8	6:00:37 AM	6:12:41 AM	6:26:35 AM	6:41:04 AM
9/3/2020	38,804	404 E 12TH ST	SAN JUAN	10-D-5	7:32:17 AM	7:40:14 AM	7:55:47 AM	8:09:54 AM
9/3/2020	38,808	2803 N RAUL LONGORIA RD	SAN JUAN	26-B-1	7:58:04 AM	8:06:28 AM	8:13:28 AM	8:26:11 AM
9/3/2020	38,821	300 W SAN DIEGO ST	SAN JUAN	17-B-1-G	10:06:59 AM	10:11:16 AM	12:00:00 AM	12:00:00 AM
9/3/2020	38,825	2015 LOMA VISTA ST	SAN JUAN	10-D-4	10:51:27 AM	11:01:47 AM	11:20:18 AM	11:36:39 AM
9/3/2020	38,840	1701 N RAUL LONGORIA RD	SAN JUAN	21-B-1	2:21:22 PM	2:26:57 PM	12:00:00 AM	12:00:00 AM
9/3/2020	38,856	301 E RIDGE RD	SAN JUAN	29-D-2-M	4:42:19 PM	4:49:50 PM	12:00:00 AM	12:00:00 AM
9/3/2020	38,889	112 DEANNA DR	SAN JUAN	21-B-1-M	8:26:21 PM	8:31:41 PM	8:44:36 PM	8:55:07 PM
9/3/2020	38,910	4002 JESENIA ST	SAN JUAN	01-C-6	10:39:33 PM	10:52:36 PM	11:21:59 PM	11:39:52 PM
9/4/2020	38,938	418 CITRUS CIR	SAN JUAN	17-D-4-G	5:32:49 AM	5:51:36 AM	6:16:40 AM	6:24:20 AM
9/4/2020	38,960	418 SAN MARCOS ST	SAN JUAN	26-A-11-C	10:00:46 AM	10:08:39 AM	10:24:26 AM	10:34:12 AM
9/4/2020	38,981	300 N NEBRASKA	SAN JUAN	32-B-3	1:18:50 PM	1:24:24 PM	1:43:29 PM	1:51:08 PM
9/4/2020	39,045	200 E EXPRESSWAY 83	SAN JUAN	33-C-7	10:05:21 PM	10:10:11 PM	10:23:13 PM	10:35:05 PM
9/5/2020	39,060	2601 IRIS DR	SAN JUAN	21-B-1-M	12:50:05 AM	12:59:25 AM	1:14:40 AM	1:21:47 AM
9/5/2020	39,082	495 & RAUL LONGORIA	SAN JUAN	29-B-5-U	7:03:39 AM	7:05:44 AM	7:24:55 AM	7:27:42 AM
9/5/2020	39,087	211 W 11TH ST	SAN JUAN	17-B-1	8:37:32 AM	8:47:40 AM	8:57:40 AM	9:01:44 AM
9/5/2020	39,169	404 E HALL ACRES	SAN JUAN	12-D-2	10:07:41 PM	10:16:49 PM	10:30:36 PM	10:46:37 PM
9/6/2020	39,186	913 ATHOL AVE	SAN JUAN	06-D-2	12:19:09 AM	12:23:05 AM	12:33:02 AM	1:00:35 AM
9/6/2020	39,213	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	5:21:28 AM	5:27:48 AM	5:46:58 AM	6:25:20 AM
9/6/2020	39,218	205 CALLE DEL JARDIN	SAN JUAN	26-A-11-C	5:55:37 AM	6:04:57 AM	6:17:59 AM	6:21:44 AM
9/6/2020	39,239	503 E BRECHA DR	SAN JUAN	17-A-4-G	10:23:59 AM	10:30:43 AM	12:00:00 AM	12:00:00 AM
9/6/2020	39,250	317 E CHAPARRAL	SAN JUAN	04-B-3-A	11:51:36 AM	11:55:46 AM	12:00:00 AM	12:00:00 AM
9/6/2020	39,258	2906 SAMANTHA DR	SAN JUAN	31-D-3	2:18:58 PM	2:40:15 PM	2:40:21 PM	2:57:24 PM
9/6/2020	39,259	436 LOMA LINDA ST	SAN JUAN	18-C-2-J	2:20:49 PM	2:47:39 PM	2:47:46 PM	2:47:59 PM
9/6/2020	39,262	306 N WYOMING	SAN JUAN	23-C-7-I	2:42:10 PM	2:49:43 PM	2:56:29 PM	2:58:59 PM
9/6/2020	39,275	710 FAITH DR	SAN JUAN	04-B-3-A	5:11:38 PM	5:18:33 PM	12:00:00 AM	12:00:00 AM
9/6/2020	39,286	129 SANDRA ST	SAN JUAN	26-A-08-C	6:37:59 PM	6:47:03 PM	6:57:44 PM	7:01:32 PM
9/6/2020	39,294	335 E 1ST ST	SAN JUAN	21-D-5-M	8:06:32 PM	8:14:52 PM	8:35:18 PM	8:45:22 PM
9/6/2020	39,319	3807 JESENIA ST	SAN JUAN	32-B-3	11:31:11 PM	11:40:55 PM	12:01:03 AM	12:14:03 AM
9/7/2020	39,324	1915 OLIMITOS AVE	SAN JUAN	26-B-1	12:41:16 AM	12:47:33 AM	1:03:51 AM	1:11:05 AM
9/7/2020	39,326	605 E 8TH ST	SAN JUAN	17-B-1-G	1:13:16 AM	1:24:07 AM	12:00:00 AM	12:00:00 AM

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratrie	atdtime
9/7/2020	39,334	400 N IOWA AVE	SAN JUAN	09-E-1	3:31:57 AM	3:39:52 AM	4:14:34 AM	4:23:17 AM
9/7/2020	39,346	900 E HIGHWAY 83	SAN JUAN	32-B-2	8:28:56 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/7/2020	39,386	306 E LETICIA ST	SAN JUAN	31-D-4	3:58:05 PM	4:03:50 PM	4:16:56 PM	4:32:54 PM
9/7/2020	39,388	SAN ANTONIO & BUS 83	SAN JUAN	32-B-3	4:15:53 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/7/2020	39,424	105 W SIOUX RD	SAN JUAN	04-B-3-A	9:17:47 PM	9:21:36 PM	9:38:18 PM	9:42:37 PM
9/7/2020	39,429	200 E EXPRESSWAY 83	SAN JUAN	21-B-1	9:36:49 PM	9:48:20 PM	9:50:00 PM	10:10:12 PM
9/8/2020	39,465	411 JUDEAN LN	SAN JUAN	28-C-02-X	5:06:25 AM	5:14:48 AM	5:59:51 AM	5:59:56 AM
9/8/2020	39,481	501 W EBONY	SAN JUAN	17-B-1	10:17:33 AM	10:22:37 AM	10:43:01 AM	11:00:27 AM
9/8/2020	39,482	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	10:31:34 AM	10:36:27 AM	10:57:12 AM	11:02:00 AM
9/8/2020	39,486	823 E SALAZAR ST	SAN JUAN	26-A-04-C	12:29:41 PM	12:35:35 PM	12:45:20 PM	1:02:05 PM
9/8/2020	39,534	2140 N DOE ST	SAN JUAN	26-C-20	8:37:32 PM	8:46:26 PM	8:51:44 PM	9:39:39 PM
9/8/2020	39,552	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	10:54:37 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/9/2020	39,561	107 CALLE DEL JARDIN	SAN JUAN	21-B-1-M	1:50:47 AM	1:54:32 AM	12:00:00 AM	12:00:00 AM
9/9/2020	39,609	3703 JENICA ST	SAN JUAN	26-B-1	1:10:57 PM	1:18:33 PM	1:33:19 PM	1:48:00 PM
9/9/2020	39,626	900 E NOLANA LOOP	SAN JUAN	29-D-2-P	3:38:51 PM	3:51:30 PM	4:01:27 PM	4:18:22 PM
9/9/2020	39,637	1600 N RAUL LONGORIA RD	SAN JUAN	04-B-1-A	4:36:58 PM	4:40:58 PM	12:00:00 AM	12:00:00 AM
9/9/2020	39,647	2301 N RAUL LONGORIA RD	SAN JUAN	12-C-1	5:56:19 PM	6:01:07 PM	6:17:39 PM	6:22:55 PM
9/10/2020	39,707	715 W 8TH ST	SAN JUAN	17-A-3	7:02:34 AM	7:17:13 AM	7:32:11 AM	7:43:20 AM
9/10/2020	39,713	403 W 12TH ST	SAN JUAN	13-C-1	9:01:49 AM	9:07:56 AM	9:37:45 AM	9:54:46 AM
9/10/2020	39,758	400 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	3:42:04 PM	4:06:34 PM	4:32:19 PM	4:34:57 PM
9/10/2020	39,786	5101 N RAUL LONGORIA RD	SAN JUAN	10-D-4	7:30:33 PM	7:35:06 PM	7:45:15 PM	8:00:19 PM
9/10/2020	39,795	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	8:30:17 PM	8:36:29 PM	12:00:00 AM	12:00:00 AM
9/10/2020	39,805	411 JUDEAN LN	SAN JUAN	26-A-8	9:45:38 PM	9:56:53 PM	10:30:38 PM	10:44:45 PM
9/11/2020	39,814	503 E BRECHA	SAN JUAN	17-A-4-G	12:51:54 AM	1:00:51 AM	12:00:00 AM	12:00:00 AM
9/11/2020	39,827	300 N NEBRASKA AVE	SAN JUAN	19-C-4	4:59:15 AM	5:22:24 AM	5:45:32 AM	6:19:23 AM
9/11/2020	39,839	900 E BUSINESS 83	SAN JUAN	10-D-4	9:07:43 AM	9:15:06 AM	9:40:01 AM	10:08:42 AM
9/11/2020	39,842	306 W ELDORA RD	SAN JUAN	26-B-1	9:33:33 AM	9:38:53 AM	10:02:40 AM	10:45:47 AM
9/11/2020	39,848	311 E EXPRESSWAY	SAN JUAN	29-D-2-P	10:03:13 AM	10:09:46 AM	10:32:24 AM	10:39:27 AM
9/11/2020	39,855	311 E EXPRESSWAY	SAN JUAN	29-D-2-P	10:03:13 AM	10:09:46 AM	10:32:24 AM	10:39:28 AM
9/11/2020	39,873	503 BRECHA DR	SAN JUAN	17-A-4-G	1:03:32 PM	1:10:49 PM	1:37:12 PM	1:42:26 PM
9/11/2020	39,884	211 E CHAPARRAL	SAN JUAN	26-C-2	3:24:01 PM	3:30:41 PM	12:00:00 AM	12:00:00 AM
9/11/2020	39,898	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	5:19:44 PM	5:25:16 PM	5:45:57 PM	5:53:00 PM
9/11/2020	39,915	5101 N RAUL LONGORIA RD	SAN JUAN	31-A-3	7:41:35 PM	7:49:31 PM	8:00:44 PM	8:10:33 PM
9/11/2020	39,931	608 S STANDARD AVE	SAN JUAN	04-B-3	9:53:47 PM	9:58:16 PM	12:00:00 AM	12:00:00 AM
9/12/2020	39,975	2301 N RAUL LONGORIA RD	SAN JUAN	25-B-5	8:31:08 AM	8:36:59 AM	9:00:13 AM	9:04:58 AM
9/12/2020	39,977	1608 DOUGLAS ST	SAN JUAN	28-C-02-K	9:31:00 AM	9:33:37 AM	9:52:28 AM	10:09:01 AM
9/12/2020	39,991	129 SANDRA ST	SAN JUAN	21-B-1-M	11:43:22 AM	11:47:35 AM	12:08:45 PM	12:25:42 PM
9/12/2020	40,010	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	2:33:01 PM	2:38:33 PM	12:00:00 AM	12:00:00 AM
9/12/2020	40,011	315 W HAZEL ST	SAN JUAN	31-C-1	2:36:18 PM	2:41:18 PM	2:59:54 PM	3:46:03 PM
9/12/2020	40,025	111 E 3RD ST	SAN JUAN	04-B-3-A	4:42:44 PM	4:50:31 PM	5:15:02 PM	5:19:01 PM
9/12/2020	40,036	2301 N RAUL LONGORIA RD	SAN JUAN	06-D-2	6:31:10 PM	6:35:17 PM	7:08:40 PM	7:13:52 PM
9/12/2020	40,060	211 CHAPARRAL ST	SAN JUAN	12-D-2-E	10:04:05 PM	10:10:07 PM	10:28:14 PM	10:39:56 PM
9/12/2020	40,067	N RAUL LONGORIA RD & E NOLANA LOOP	SAN JUAN	29-B-5-U	10:55:22 PM	11:01:23 PM	11:21:59 PM	11:32:17 PM
9/13/2020	40,088	300 N NEBRASKA AVE	SAN JUAN	12-D-2-E	2:47:32 AM	2:55:27 AM	3:31:55 AM	3:41:43 AM

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratrie	atdtime
9/13/2020	40,100	306 W ELDORA RD	SAN JUAN	23-D-2-I	4:48:55 AM	4:56:34 AM	5:36:58 AM	5:42:27 AM
9/13/2020	40,112	S NEBRASKA AVE & W 1ST ST	SAN JUAN	29-B-5-U	8:32:04 AM	8:46:04 AM	9:26:20 AM	9:26:27 AM
9/13/2020	40,114	S NEBRASKA AVE & W 1ST ST	SAN JUAN	29-B-5-U	8:32:04 AM	8:46:04 AM	9:26:20 AM	9:26:25 AM
9/13/2020	40,116	506 CITRUS AVE	SAN JUAN	26-D-01-C	9:25:41 AM	9:30:30 AM	9:50:51 AM	10:02:05 AM
9/13/2020	40,122	111 E 1ST ST	SAN JUAN	06-D-1-A	10:40:47 AM	10:46:54 AM	11:11:39 AM	11:18:35 AM
9/13/2020	40,134	3802 JESENIA ST	SAN JUAN	10-D-4	1:42:34 PM	1:49:41 PM	2:15:25 PM	3:25:32 PM
9/13/2020	40,152	901 W EXPRESSWAY 83	SAN JUAN	20-B-2	4:53:29 PM	4:56:52 PM	12:00:00 AM	12:00:00 AM
9/13/2020	40,190	207 E 10TH ST	SAN JUAN	17-B-1-G	10:34:56 PM	10:41:48 PM	12:00:00 AM	12:00:00 AM
9/13/2020	40,192	519 W OWASSA RD	SAN JUAN	31-C-1	11:00:06 PM	11:08:27 PM	11:50:09 PM	12:00:24 AM
9/14/2020	40,206	503 BRECHA DR	SAN JUAN	17-B-04-G	12:50:03 AM	12:58:19 AM	12:00:00 AM	12:00:00 AM
9/14/2020	40,214	S STEWART RD & E MILITARY HIGHWAY	SAN JUAN	29-D-2-P	1:31:40 AM	1:39:18 AM	12:00:00 AM	12:00:00 AM
9/14/2020	40,236	600 E NOLANA LOOP	SAN JUAN	29-B-5-U	8:04:17 AM	8:09:45 AM	8:28:25 AM	8:28:29 AM
9/14/2020	40,247	906 ATHOL AVE	SAN JUAN	26-A-7	11:21:27 AM	11:22:16 AM	11:42:34 AM	11:50:59 AM
9/14/2020	40,251	503 BRECHA DR	SAN JUAN	17-D-4-G	11:40:47 AM	11:46:29 AM	12:10:49 PM	12:22:18 PM
9/14/2020	40,287	2301 N RAUL LONGORIA RD	SAN JUAN	04-B-3-A	3:56:00 PM	4:03:15 PM	4:20:28 PM	4:44:44 PM
9/15/2020	40,351	1111 E 13TH ST	SAN JUAN	26-A-10	3:14:50 AM	3:31:17 AM	3:55:02 AM	4:12:13 AM
9/15/2020	40,356	607 E LETICIA ST	SAN JUAN	06-D-2	5:00:44 AM	5:07:51 AM	5:19:57 AM	5:26:52 AM
9/15/2020	40,362	210 W AMY DR	SAN JUAN	06-D-1-A	7:57:39 AM	8:00:54 AM	8:18:14 AM	8:22:03 AM
9/15/2020	40,364	207 E 7TH ST	SAN JUAN	06-D-2-O	8:08:50 AM	8:13:06 AM	8:28:21 AM	8:31:53 AM
9/15/2020	40,373	600 E FM 495	SAN JUAN	26-D-01-C	10:07:21 AM	10:14:52 AM	10:32:22 AM	11:33:19 AM
9/15/2020	40,376	111 E 1ST ST	SAN JUAN	06-D-2-A	12:05:18 PM	12:10:43 PM	12:18:26 PM	12:33:29 PM
9/15/2020	40,395	300 N NEBRASKA AVE	SAN JUAN	26-B-1	3:06:51 PM	3:25:21 PM	3:25:23 PM	3:27:13 PM
9/15/2020	40,435	5101 N RAUL LONGORIA RD	SAN JUAN	25-A-1	9:11:00 PM	9:18:04 PM	9:39:35 PM	9:56:14 PM
9/15/2020	40,442	1410 LILA ST	SAN JUAN	31-C-2	10:28:36 PM	10:35:15 PM	10:50:14 PM	10:59:57 PM
9/16/2020	40,465	301 SAN MARCOS ST	SAN JUAN	01-C-4	3:44:26 AM	3:52:59 AM	4:01:54 AM	4:14:14 AM
9/16/2020	40,469	613 MESQUITE AVE	SAN JUAN	17-D-4-G	5:58:18 AM	6:05:45 AM	6:26:30 AM	6:35:48 AM
9/16/2020	40,474	115 W 3RD ST	SAN JUAN	18-A-1	8:18:37 AM	8:44:16 AM	8:48:35 AM	9:02:05 AM
9/16/2020	40,477	606 E MINNESOTA RD	SAN JUAN	30-B-1	9:07:25 AM	9:17:20 AM	9:46:30 AM	10:02:16 AM
9/16/2020	40,482	617 S VETERANS	SAN JUAN	06-D-2	10:24:52 AM	10:30:44 AM	10:41:00 AM	10:47:13 AM
9/16/2020	40,492	430 LOMA LINDA ST	SAN JUAN	26-C-02-C	12:01:53 PM	12:10:10 PM	12:25:04 PM	12:39:21 PM
9/16/2020	40,538	303 CHAPARRAL ST	SAN JUAN	28-C-03-J	6:52:21 PM	6:58:10 PM	7:37:21 PM	8:09:06 PM
9/16/2020	40,555	200 E EXPRESSWAY 83	SAN JUAN	21-D-3-T	9:09:02 PM	9:18:43 PM	9:26:41 PM	9:33:49 PM
9/16/2020	40,566	1221 MONICA LN	SAN JUAN	05-A-1	10:56:36 PM	11:05:59 PM	11:33:00 PM	11:40:22 PM
9/16/2020	40,568	708 ATHOL AVE	SAN JUAN	19-C-7	11:47:36 PM	11:53:43 PM	12:10:25 AM	12:20:17 AM
9/17/2020	40,574	1409 RIO GUADALUPE CIR	SAN JUAN	32-B-2	12:35:46 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/17/2020	40,602	303 E CHAPARRAL	SAN JUAN	12-D-2	7:43:33 AM	7:49:18 AM	8:13:16 AM	8:27:14 AM
9/17/2020	40,633	300 N NEBRASKA AVE	SAN JUAN	26-A-2	11:49:43 AM	11:53:10 AM	12:20:37 PM	12:37:55 PM
9/17/2020	40,639	IRD & HALL ACARES	SAN JUAN	29-B-5-U	12:33:27 PM	12:43:20 PM	12:00:00 AM	12:00:00 AM
9/17/2020	40,647	331 E 3RD ST	SAN JUAN	26-C-01-C	1:32:26 PM	1:39:54 PM	1:56:15 PM	2:11:51 PM
9/17/2020	40,658	417 W HIGHWAY 83	SAN JUAN	25-D-3-V	2:48:14 PM	3:11:42 PM	3:28:25 PM	3:39:10 PM
9/17/2020	40,669	306 E LOS EBANOS ST	SAN JUAN	17-B-1-G	5:03:47 PM	5:07:24 PM	5:24:07 PM	5:37:09 PM
9/18/2020	40,720	112 W EXPRESSWAY 83	SAN JUAN	04-B-3-A	5:22:47 AM	5:27:15 AM	12:00:00 AM	12:00:00 AM
9/18/2020	40,738	400 VIRGEN DE SAN JUAN BLVD	SAN JUAN	17-B-1	10:39:05 AM	10:44:29 AM	11:05:12 AM	11:15:31 AM
9/18/2020	40,748	501 JAIME ST	SAN JUAN	10-C-3	12:43:18 PM	12:48:39 PM	1:10:03 PM	1:17:53 PM

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratetime	atdtime
9/18/2020	40,777	613 CHAPARRAL AVE	SAN JUAN	32-B-2	3:14:48 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/18/2020	40,782	401 TAYLOR ST	SAN JUAN	26-B-1	3:55:06 PM	4:03:19 PM	12:00:00 AM	12:00:00 AM
9/18/2020	40,826	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	9:07:21 PM	9:07:26 PM	9:07:33 PM	9:07:33 PM
9/19/2020	40,865	1518 SCOTTY ST	SAN JUAN	17-B-1-G	5:52:57 AM	6:04:16 AM	6:34:54 AM	6:58:26 AM
9/19/2020	40,883	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	10:51:53 AM	11:03:12 AM	12:00:00 AM	12:00:00 AM
9/19/2020	40,889	RAUL LONGORIA AND EXPRESSWAY 83	SAN JUAN	26-C-02-C	11:40:45 AM	11:49:03 AM	12:00:00 AM	12:00:00 AM
9/19/2020	40,911	2301 N RAUL LONGORIA RD	SAN JUAN	26-B-1	2:29:23 PM	2:40:51 PM	12:00:00 AM	12:00:00 AM
9/19/2020	40,961	611 W MESQUITE	SAN JUAN	17-B-1-G	11:26:24 PM	11:33:43 PM	11:55:37 PM	12:05:16 AM
9/20/2020	40,979	424 US HWY 83	SAN JUAN	25-A-1	3:23:17 AM	3:39:36 AM	12:00:00 AM	12:00:00 AM
9/20/2020	40,996	1303 QUAIL DR	SAN JUAN	17-B-1-G	9:31:07 AM	9:39:37 AM	9:54:59 AM	10:03:49 AM
9/20/2020	41,024	503 BRECHA DR	SAN JUAN	22-D-4	3:46:37 PM	3:52:47 PM	4:07:38 PM	4:18:21 PM
9/20/2020	41,037	RETANA ST & GUADALUPE DR	SAN JUAN	23-C-7	6:06:35 PM	6:11:58 PM	12:00:00 AM	12:00:00 AM
9/20/2020	41,038	914 E LOS EBANOS ST	SAN JUAN	30-D-4	6:19:08 PM	6:20:40 PM	6:28:47 PM	6:35:09 PM
9/20/2020	41,053	431 W 13TH ST	SAN JUAN	10-D-4	8:23:09 PM	8:35:26 PM	8:50:35 PM	9:04:36 PM
9/20/2020	41,070	400 N IOWA AVE	SAN JUAN	26-B-1	10:58:10 PM	11:04:20 PM	11:11:29 PM	11:14:58 PM
9/21/2020	41,112	111 E 1ST ST	SAN JUAN	25-B-3-V	9:46:32 AM	9:52:22 AM	10:06:13 AM	11:08:23 AM
9/21/2020	41,124	801 W 1ST ST	SAN JUAN	26-C-01-C	12:03:05 PM	12:15:22 PM	12:23:17 PM	1:03:19 PM
9/21/2020	41,127	2013 PUERTO VALLARTA DR	SAN JUAN	06-D-2-E	12:23:33 PM	12:28:00 PM	12:41:57 PM	12:55:49 PM
9/21/2020	41,151	311 E 14 1/2 ST	SAN JUAN	06-D-2	2:36:08 PM	2:41:44 PM	3:08:11 PM	3:21:11 PM
9/21/2020	41,156	121 W 7TH ST	SAN JUAN	17-B-1-G	2:57:31 PM	3:04:36 PM	3:24:36 PM	3:29:30 PM
9/21/2020	41,179	600 E FM 495	SAN JUAN	28-C-03-K	6:52:08 PM	7:00:40 PM	7:17:05 PM	7:29:11 PM
9/21/2020	41,189	344 E 15TH ST	SAN JUAN	06-D-2	8:31:20 PM	8:38:22 PM	8:53:37 PM	9:06:34 PM
9/21/2020	41,195	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	8:56:13 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/21/2020	41,205	110 S RIDGE LN	SAN JUAN	06-C-1	10:27:30 PM	10:33:18 PM	12:00:00 AM	12:00:00 AM
9/21/2020	41,210	107 CALLE DE JARDIN	SAN JUAN	21-D-4-M	11:03:05 PM	11:06:43 PM	11:21:58 PM	11:25:32 PM
9/22/2020	41,279	901 W EXPRESSWAY 83	SAN JUAN	29-B-5-U	1:47:40 PM	1:50:55 PM	12:00:00 AM	12:00:00 AM
9/22/2020	41,285	208 CHAPARRAL ST	SAN JUAN	04-B-3-A	2:53:46 PM	2:58:49 PM	3:08:14 PM	4:10:40 PM
9/22/2020	41,312	OBLATE ST & W 1ST ST	SAN JUAN	29-B-5-U	6:38:57 PM	6:49:26 PM	7:09:04 PM	7:14:17 PM
9/22/2020	41,319	1001 E EXPRESSWAY 83	SAN JUAN	21-D-5-M	8:10:38 PM	8:12:29 PM	12:00:00 AM	12:00:00 AM
9/23/2020	41,361	721 W 8TH ST	SAN JUAN	26-A-5	7:48:35 AM	7:57:11 AM	8:12:31 AM	8:52:41 AM
9/23/2020	41,383	414 CHULA VISTA DR	SAN JUAN	17-A-2-G	1:48:54 PM	1:54:15 PM	2:17:11 PM	3:00:01 PM
9/23/2020	41,398	225 E RAILROAD ST	SAN JUAN	26-B-1	3:16:04 PM	3:21:11 PM	3:35:26 PM	3:49:32 PM
9/23/2020	41,422	S STEWART RD & E SAM HOUSTON BLVD	SAN JUAN	26-B-1	7:05:47 PM	7:12:00 PM	7:41:26 PM	7:58:22 PM
9/23/2020	41,428	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	8:15:11 PM	8:19:34 PM	12:00:00 AM	12:00:00 AM
9/24/2020	41,467	311 E 14TH 1/2 ST	SAN JUAN	12-D-1	4:00:07 AM	4:14:04 AM	12:00:00 AM	12:00:00 AM
9/24/2020	41,468	2301 N RAUL LONGORIA RD	SAN JUAN	04-B-3-A	4:50:20 AM	4:50:23 AM	4:50:26 AM	5:03:57 AM
9/24/2020	41,469	201 COUGAR ST	SAN JUAN	21-D-4-M	4:21:36 AM	4:32:13 AM	4:41:40 AM	4:53:29 AM
9/24/2020	41,493	200 W EXPRESSWAY 83	SAN JUAN	24-B-1	10:08:59 AM	10:18:07 AM	10:23:27 AM	10:29:56 AM
9/24/2020	41,496	2301 N RAUL LONGORIA RD	SAN JUAN	12-B-1	10:51:59 AM	10:55:08 AM	11:09:07 AM	11:14:06 AM
9/24/2020	41,501	400 VIRGEN DE SAN JUAN BLVD	SAN JUAN	12-A-2	11:19:52 AM	11:23:20 AM	11:44:57 AM	11:48:09 AM
9/24/2020	41,552	2809 LUCKY DR	SAN JUAN	06-D-2	6:29:31 PM	6:36:39 PM	7:03:34 PM	7:19:50 PM
9/24/2020	41,556	3802 JESENIA ST	SAN JUAN	10-D-1	6:38:15 PM	6:46:26 PM	7:06:50 PM	7:19:50 PM
9/25/2020	41,618	2301 N RAUL LONGORIA RD	SAN JUAN	06-D-2	5:54:05 AM	6:02:11 AM	6:15:20 AM	6:27:53 AM
9/25/2020	41,620	200 CHAPARRAL ST	SAN JUAN	31-D-1	6:03:58 AM	6:08:13 AM	6:36:18 AM	6:55:19 AM

trip_date	run_number	puaddr	pucity	mpds	disptime	atstime	tratrie	atdtime
9/25/2020	41,624	813 E RIDGE RD	SAN JUAN	26-D-01-C	6:47:37 AM	6:54:59 AM	7:12:59 AM	7:25:43 AM
9/25/2020	41,649	1700 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	11:43:04 AM	11:45:47 AM	12:00:11 PM	12:04:03 PM
9/25/2020	41,705	1321 PULLIN AVE	SAN JUAN	10-D-4	5:08:01 PM	5:12:51 PM	5:43:35 PM	5:52:37 PM
9/25/2020	41,706	E FM 495 & N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	5:15:47 PM	5:21:33 PM	5:39:40 PM	5:46:58 PM
9/25/2020	41,727	218 E 11TH ST	SAN JUAN	29-B-5-U	8:06:36 PM	8:10:55 PM	12:00:00 AM	12:00:00 AM
9/25/2020	41,734	306 N WYOMING	SAN JUAN	04-B-3	8:40:15 PM	8:48:13 PM	12:00:00 AM	12:00:00 AM
9/25/2020	41,735	4711 MAYA DR	SAN JUAN	01-C-6	8:42:33 PM	8:58:08 PM	9:12:17 PM	9:23:47 PM
9/25/2020	41,737	4815 N VETERAN	SAN JUAN	17-D-5	9:19:48 PM	9:24:39 PM	9:38:48 PM	9:47:56 PM
9/25/2020	41,744	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	10:30:54 PM	10:43:44 PM	12:00:00 AM	12:00:00 AM
9/25/2020	41,745	3803 WOLVERINE RD	SAN JUAN	11-D-1-U	10:27:57 PM	10:34:47 PM	10:45:56 PM	11:08:58 PM
9/26/2020	41,789	121 W 7TH ST	SAN JUAN	17-B-1-G	9:06:59 AM	9:13:33 AM	9:42:11 AM	9:46:29 AM
9/26/2020	41,810	1207 S NEBRASKA AVE	SAN JUAN	26-C-2	2:14:25 PM	2:21:23 PM	2:43:20 PM	2:56:13 PM
9/26/2020	41,812	114 ENCINO DR	SAN JUAN	13-C-1	2:25:51 PM	2:32:01 PM	2:51:38 PM	3:03:28 PM
9/26/2020	41,829	1803 N RAUL LONGORIA RD	SAN JUAN	31-D-4	6:04:16 PM	6:07:09 PM	6:26:39 PM	6:37:23 PM
9/26/2020	41,836	1207 S NEBRASKA AVE	SAN JUAN	17-B-1-G	7:08:29 PM	7:14:16 PM	7:30:05 PM	7:41:40 PM
9/26/2020	41,867	200 EBANO DR	SAN JUAN	09-E-1	11:03:13 PM	11:11:28 PM	11:33:11 PM	11:43:21 PM
9/27/2020	41,875	113 W BLUEBIRD ST	SAN JUAN	11-D-1-F	12:39:09 AM	12:45:09 AM	12:00:00 AM	12:00:00 AM
9/27/2020	41,896	606 BAILY DR	SAN JUAN	31-C-1	6:10:09 AM	6:21:59 AM	6:34:21 AM	6:47:29 AM
9/27/2020	41,905	200 E EXPRESSWAY 83	SAN JUAN	33-C-7	9:10:23 AM	9:15:18 AM	9:29:28 AM	9:41:13 AM
9/27/2020	41,908	2116 S VETERANS	SAN JUAN	06-D-2	10:16:04 AM	10:24:57 AM	10:43:35 AM	10:52:38 AM
9/27/2020	41,921	1207 S NEBRASKA AVE	SAN JUAN	10-D-1	12:47:08 PM	1:01:12 PM	1:16:16 PM	1:22:55 PM
9/27/2020	41,930	415 E 2ND ST	SAN JUAN	04-B-2-A	2:21:03 PM	2:25:57 PM	12:00:00 AM	12:00:00 AM
9/27/2020	41,936	1612 N RAUL LONGORIA RD	SAN JUAN	29-B-5-U	2:41:49 PM	2:55:00 PM	3:06:54 PM	3:11:19 PM
9/27/2020	41,940	1415 DOUGLAS ST	SAN JUAN	17-D-3	3:36:38 PM	3:40:56 PM	4:04:45 PM	4:15:39 PM
9/27/2020	41,967	505 EBONY AVE	SAN JUAN	06-D-2	7:43:06 PM	7:50:15 PM	8:06:51 PM	8:24:24 PM
9/28/2020	42,048	411 JUDEAN LN	SAN JUAN	21-B-2-M	1:12:10 PM	1:21:16 PM	12:00:00 AM	12:00:00 AM
9/28/2020	42,068	1703 S TEXAS AVE	SAN JUAN	26-C-1	4:19:56 PM	4:28:07 PM	5:06:18 PM	5:29:09 PM
9/28/2020	42,087	109 W 8TH ST	SAN JUAN	25-D-3	6:56:43 PM	7:04:40 PM	7:21:48 PM	8:16:33 PM
9/28/2020	42,105	2217 OLMO AVE	SAN JUAN	12-D-2	8:33:58 PM	8:46:57 PM	9:05:26 PM	9:55:59 PM
9/29/2020	42,128	2217 OLMO AVE	SAN JUAN	31-D-3	12:04:26 AM	12:14:40 AM	12:00:00 AM	12:00:00 AM
9/29/2020	42,150	4409 ROSIE ST	SAN JUAN	26-A-01	8:46:53 AM	9:02:56 AM	9:28:13 AM	9:40:51 AM
9/29/2020	42,159	1701 E EXPRESSWAY 83	SAN JUAN	25-B-6	10:36:37 AM	10:48:01 AM	10:57:24 AM	11:05:58 AM
9/29/2020	42,166	600 CITRUS AVE	SAN JUAN	09-E-1	11:17:10 AM	11:21:30 AM	11:44:12 AM	11:52:44 AM
9/29/2020	42,184	505 EBONY AVE	SAN JUAN	06-D-2	1:00:18 PM	1:07:36 PM	1:21:49 PM	1:27:23 PM
9/29/2020	42,185	104 E 8TH ST	SAN JUAN	26-D-1	1:11:49 PM	1:12:22 PM	1:35:16 PM	1:48:00 PM
9/29/2020	42,193	300 N NEBRASKA AVE	SAN JUAN	26-C-2	2:34:47 PM	2:38:31 PM	3:01:32 PM	3:12:27 PM
9/29/2020	42,210	S STEWART RD & E MILITARY HIGHWAY	SAN JUAN	29-B-5-U	4:23:16 PM	4:37:54 PM	4:52:24 PM	5:12:23 PM
9/29/2020	42,214	S STEWART RD & E MILITARY HIGHWAY	SAN JUAN	29-B-5-U	4:23:16 PM	4:37:54 PM	4:52:24 PM	5:12:23 PM
9/29/2020	42,215	S STANDARD AVE & W 3RD ST	SAN JUAN	29-B-5-U	5:04:28 PM	5:07:45 PM	5:24:55 PM	5:36:44 PM
9/29/2020	42,235	N RAUL LONGORIA RD & LIBERTY LOOP N	SAN JUAN	29-B-5-U	8:22:30 PM	8:27:26 PM	8:48:59 PM	8:57:17 PM
9/29/2020	42,236	107 CALLE DEL JARDIN	SAN JUAN	32-B-2	8:25:03 PM	8:35:19 PM	12:00:00 AM	12:00:00 AM
9/29/2020	42,237	900 E BUSINESS 83	SAN JUAN	32-B-2	8:29:47 PM	12:00:00 AM	12:00:00 AM	12:00:00 AM
9/30/2020	42,293	300 N NEBRASKA AVE	SAN JUAN	26-A-5	9:38:19 AM	9:47:20 AM	10:05:28 AM	10:15:44 AM
9/30/2020	42,304	1614 N RAUL LONGORIA RD	SAN JUAN	30-B-1	11:28:10 AM	11:32:53 AM	11:39:40 AM	11:43:07 AM

[illegible]



Zurizadai Beaz
Acting Lieutenant

**September 2020
Call Volume Monthly Breakdown**

Fire House Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	4
323	Auto-Pedestrian	1
324	Motor Vehicle Accidents w/o Injuries	1
311	Medical Call	0
142/143	Grass/Brush Fires	1
131	Vehicle Fires	2
700/750	False Alarms	4
154	Trash Fires	1
550/551	Assist other Agency/Dept.:	3
651	Smoke Scare	1
111	Structure Fires	1
1101	Equipment Fire	0
412	Gas Leak	3
480	Attempted burning, Illegal action	4
600	Good Intent Call	0
611	Cancelled in Route	1
622	Wrong Location/No Incident Found	0
541	Bee attack/ Animal Problem	0
331	Child Locked in a Vehicle	1
440/1601	Electrical Equipment Problem (Pole)	3
1131	Cooking Fire	0
100	Fire, Other	0
Grand Total:		31

Call Volume for each shift:

A Shift 9
B Shift 10
C Shift 12

Respectfully Submitted by,

Zurizadai Beaz

Zurizadai Beaz, Acting Lieutenant

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



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

Med-Care Response Times

September 2020

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
09-09-2020	20-532	900 E Nolana	1536	1552	16	MVA
09-11-2020	20-537	300 E Expressway 83	1001	1010	9	MVA
09-12-2020	20-539	Raul Longoria/ Nolana	2254	2302	8	MVA
09-13-2020	20-540	961 W Expressway 83	1651	1657	6	Child Locked in Vehicle
09-17-2020	20-543	1600 E Expressway	1743	1743	0	MVA
09-25-2020	20-549	1700 N Raul Longoria	1141	1149	8	MVA

Fire Inspection September 2020

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	9/1/20	Delias Resturant	106 W Nolana LOOP	Albert Cepeda	J. Salinas	Approved
2	9/1/20	Lucky Café	300 E Interstate 2 HWY E	Adela Ortega	J. Salinas	Approved
3	9/1/20	Marisela Resendez Insurance	101 S Nebraska AVE, I	Felicia Maldonado	J. Salinas	Approved
4	9/1/20	Looney Tunes Day Care Inc, II	2701 N Raul Longoria HWY	Geronimo Mendoza	J. Salinas	Approved
5	9/10/20	Chiky Miky's Snowcone	3704 N Raul Longoria HWY, Stand	Emanuel Garza	J. Salinas	Approved
6	9/10/20	El Gran Gallo Restaurant	302 E 83 BUS, 6&7	Ma Dolores Martinez de Torres	J. Salinas	Approved
7	9/11/20	Restaurant Mariscos La Costa	108 E 495, B&C	Luis Suarez	J. Salinas	Approved
8	9/11/20	Southern Darling Boutique	2604 N Raul Longoria HWY, 117	Nallely Molina	J. Salinas	Approved
9	9/11/20	BBBQ	219 W 83 BUS	Armando Rodriguez	J. Salinas	Approved
10	9/22/20	Tire Plus	2411 N Veterans RD	Joaquin Garcia Zavala	J. Salinas	Approved
11	9/22/20	Foster Home - Enrique Partida & Maria	2004 Loma Alta ST	Enrique Partida	J. Salinas	Approved
12	9/22/20	Foster Home - Jose Leal	717 E Bluebird ST	Jose Luis leal	J. Salinas	Approved
13	9/22/20	Falsies Nails and Lashes	602 W 83 EXPY, 1	Juana Morales	J. Salinas	Approved
14	9/22/20	San Juan I Head Start	200 S Cougar ST	Veronica Garcia	J. Salinas	Approved
15	9/25/20	CDI MS HS TX / OK San Juan	202 S San Antonio AVE	Guadalupe Diaz	J. Salinas	Approved
16	9/25/20	Richard's Fence/Backyards Unlimited	302 W Interstate 2	Ricardo Cardenas	J. Salinas	Approved
17	9/24/20	Casa de Dios El Shaddai	302 E 83 BUS	Gloria Delgado	J. Salinas	Approved
18	9/25/20	Guadalajara Express Mexican Food	205 W Nolana LOOP, 8	Adela Morales	J. Salinas	Approved
19	9/25/20	Boys and Girls Club of San Juan	509 E Earling RD	Brenda Segura	J. Salinas	Approved
20	9/25/20	Triple B Motors	917 E 495	Raul Ernesto Fong	J. Salinas	Approved
21						
22						
23						
24						
25						
26						

FUEL LOG

September 2020

DATE	TIME	UNIT/DIESEL CONTAINER	GALLONS	OFFICER IN CHARGE
9/1/2020	12:09 p.m.	1202	22.8	J. Salinas
9/1/2020	2:02 p.m.	Ladder-1	16.3	R. Torres
9/2/2020	12:13 p.m.	1201	13.5	Chief T. Garza
9/2/2020	12:41 p.m.	Engine-2	11	A. Garza
9/2/2020	2:12 p.m.	Ladder-1	14.9	J. E. Mata
9/3/2020	6:03 p.m.	Rescue-1	14	L. Rider
9/3/2020	2:56 p.m.	Ladder-1	9.9	R. Torres
9/4/2020	12:51 p.m.	Engine-2	14.5	J. Mata
9/5/2020	5:37 p.m.	Ladder-1	14.1	R. Torres
9/8/2020	1:51 p.m.	Engine-2	14	J. Lopez
9/9/2020	11:34 a.m.	Brush-1	9	A. M. Garza
9/9/2020	2:40 p.m.	Ladder-1	22	J. E. Mata
9/9/2020	2:44 p.m.	Brush-2	11.6	J. E. Mata
9/11/2020	1:40 p.m.	Engine-2	22	A. M. Garza
9/11/2020	2:11 p.m.	Ladder-1	18.7	A. Garza
9/12/2020	5:34 p.m.	Engine-2	14	L. Rider
9/13/2020	4:48 p.m.	Ladder-1	13.2	A. Foster
9/14/2020	1:45 p.m.	Ladder-1	10.9	S. Cardenas
9/14/2020	1:39 p.m.	Engine-2	19.3	V. Sanchez
9/15/2020	12:44 p.m.	1202	15.8	C. Alaniz
9/15/2020	1:16 p.m.	Ladder-1	11.2	J. C. Martinez
9/16/2020	9:01 a.m.	Tank-1	12.4	J. E. Mata
9/16/2020	1:17 p.m.	Ladder-1	18.2	O. Escamilla
9/16/2020	2:57 p.m.	Engine-2	19.4	A. Garza
9/16/2020	5:06 p.m.	Engine-1	23.7	J. E. Mata
9/17/2020	8:38 a.m.	Brush-2	6.5	J. C. Martinez
9/18/2020	10:11 a.m.	1202	11.5	C. Alaniz
9/18/2020	2:18 p.m.	Engine-2	16.4	A. Garza
9/19/2020	6:01 p.m.	Engine-1	15.2	J. Lopez
9/21/2020	1:16 p.m.	Engine-1	5.9	R. Lopez
9/22/2020	6:51 p.m.	1201	15.5	Chief T. Garza
9/22/2020	9:42 a.m.	Brush-1	10.2	V. Sanchez
9/22/2020	1:34 p.m.	Engine-2	15	V. Sanchez
9/22/2020	2:31 p.m.	Ladder-1	17.8	J. C. Martinez
9/24/2020	5:36 p.m.	1202	13.7	C. Alaniz
9/24/2020	2:31 p.m.	Ladder-1	8.1	A. Aragus
9/24/2020	2:15 p.m.	Engine-2	16.4	J. Mata

DATE	TIME	UNIT/DIESEL CONTAINER	GALLONS	OFFICER IN CHARGE
9/24/2020	2:20 p.m.	Rescue-1	12.3	J. Mata
9/25/2020	4:35 p.m.	Engine-2	11.6	A. Garza
9/26/2020	5:13 p.m.	Engine-2	7.5	J. Mata
9/27/2020	6:07 p.m.	Engine-1	25.7	J. Mata
9/28/2020	2:48 p.m.	Engine-2	14.9	L. Rider
9/29/2020	9:21 a.m.	1202	16.8	C. Alaniz
9/29/2020	1:54 p.m.	Engine-2	6	A. Garza
9/29/2020	2:18 p.m.	Ladder-1	18	J. E. Mata
TOTAL of Diesel			651.4	

September 2020

Sandra Guajardo, Administrative Assistant
Page 25



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Albino Rodriguez, Interim Chief of Police

DATE: 10/19/2020

SUBJECT: Police Department Monthly Report.

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

- Statistics: Police September
- Calls for service: 1589
- Incident reports: 575
- Traffic Crashes (Accidents): 80
- 911 Calls 1339
- Patrol Citations Given 142 Violations 208
- Patrol Arrest Made 62
- CID Issued Warrants 32
- Statistics: Animal Control September
- Calls for Service 279
- Citations Given 14
- Significant Events:
- New parking lot has been completed; lighting is still pending.
- Crime Stoppers
- No board meetings were scheduled.
- Federal & State Asset Forfeiture Program:
- Received no state forfeiture awards.
- Received no federal forfeiture awards.
- Department is in full compliance with federal and state guidelines (Audits).
- Special Grant Details:
- Stone Garden: 0 hrs. of enforcement
- Border Star: 0 hrs. of enforcement
- Tx-Dot STEP-Wave Traffic Enforcement: 42hrs. of traffic enforcement
- New Personnel:

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

- Peace Officers:
- We currently have two (8) pending Police Officer position available.
- Backgrounds are being conducted from the current active civil service list.
- Tele-communicators:
- Last dispatch position filled.

- Animal Control:
- All positions have been filled.
- Fleet:
- Repairs and maintenance continue with no major issues to the fleet.
- Traffic Enforcement Areas:
- Cruiser enforcement (Thursday Nights). Month of September
 - 28 traffic stops
 - 22 citations given, 5 warnings, 1 arrest made, 1 vehicle towed
- Regular patrol city wide.
- COVID-19 Operations:
- We still are following the guidelines set forth by the Mayor, County Judge and the Governor of Texas.

Respectfully

INTERIM CHIEF ALBINO RODRIGUEZ



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 10/20/2020

SUBJECT: Municipal Court Monthly Report

The Municipal Court is responsible for the legal enforcement of City Ordinances and laws. It deposits and prepares daily reports to the Department of Finance.

Amount Collected	\$16,067.81
Defensive Driving	0
Deferred	0
Pre-Trials	0
Bench Trials	0
Scofflaw	\$ 2,359.50

COLLECTIONS 2019
September - \$27,578.00

COLLECTIONS 2020
September - \$16,067.81

CITATIONS ISSUED 2019
September - 201

CITATIONS ISSUED 2020
September - 142

SCOFFLAW COLLECTIONS 2019
September - \$ 6,237.25

SCOFFLAW COLLECTIONS 2020
September - \$ 2,359.50

City Marshal - Warrants and Fines Collected - \$3,225.00
Total Warrants Issued - 0



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

MEMORANDUM

TO: Benjamin Arjona, City Manager
FROM: David Salinas, Director of Utilities
DATE: 10/19/2020
SUBJECT: Department of Utilities Monthly Report.

Texas Drought Outlook

1. 32% of Texas is in a drought (End of September)
2. Normal (RGV)
3. Stage II is still in full effect

System Outlook

1. Water Connections – 6703
2. Sewer Connections – 10,276 (3598 NAWSC)

Water Treatment Facility

Combined Gallons Treated: 71,293,000

Combined Gallons Produced: 67,483,000

WTF No 1

- 406,000 gals treated
- 32,251,000 gals delivered
- 30,150,000 gals transferred from plant 2
- 31,837,000 gals RAW (Reservoir)
- 0 Backwash
- 0 gals Well

WTF No 2

- 70,887,000 gals treated

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

- 35,232,000 gals delivered
- 30,150,000 gals transferred to plant 1 daily
- 20,020,000 gals RAW (Reservoir)
- 1,940,000 Backwash

WTP 3.5 MGD Expansions and Rehab 100%

- Operated Water Plant as efficiently as possible
- Sludge Management continue to be critical
- WTP 3.5 MGD Expansions and Rehab 100%
- Proposed Budget Pending TWDB Approval

Water Distribution

Water Breaks & Leaks

- Leaks – 7
- Breaks - 3
- Taps - 0

Water Loss

- Reported - 107,500 gals
- Unreported - 53,350 gals

Hydrants

- Flushed - 33
- Repaired/Replaced - 1
- **Stage II Water Conservation** still in effect.

Valves

- Worked – 6

Utility Billing Work Orders – 3

We continue our hydrant and valve maintenance

- Two Vacancies – HEO/Distribution Maintenance
- One staff member tested for TCEQ Certification

Wastewater Treatment Facility

1. Treated - 63,984,000 gals
2. Wetland – 507,000 gals
3. 440 - cubic yards of sludge hauled to landfill
4. JMJ continues work on Solids Dewatering Facility
5. Aerator 3 motor out – pending repairs
6. Wetland Pumps – pending repairs

7. Pending Permit Renewal – Public Review

Wastewater Collections

Work orders - 47
Sewer Main Repaired – 0
Odor Complaints – 6
Locates – 8
Unauthorized Discharge - 1
Manholes Ring and Covers - 0
Sewer Backups Reported - 29
Sewer Backups Cleared - 27
Main Sewer Lines Repaired – 2
Lighting Alerts - 12

Administration

Financials

- Administration – 11.06%
- Water Treatment – 6.11%
- Distribution – 24.19%
- Sewer Collection – 19.55%
- Wastewater Treatment – 8.34%

Projects

- WTP No. 2 Pending TWDB Budget Approval
- WWTP BFP – 35% Complete
- WWTP Rehab – 100% Engineering Complete (CHC)
- WTP No. 1 Rehab – 100%, Rebid
- LS 13 – 100% Engineering Complete (CHC)

Training

- Admin – 1
- Water Treatment – 0
- Distribution – 0
- Sewer Collection – 0
- Wastewater Treatment – 0

Certification

- Water Treatment - 0
- Distribution - 0
- Sewer Collection - 0
- Wastewater Treatment - 1

Renewals - 0

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Hold a Public Hearing for a Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is proposing to rezone two (2) residential lots located at the northwest corner of Hazel and Raul Longoria Road into Neighborhood Commercial District (C-1) in order to open a carport. There are water and sewer services available with the City of San Juan.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-three (23) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

During the regular meeting on October 1, 2020, the Planning and Zoning Commission unanimously recommended approval of the rezoning request with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 10/01/2020
CITY COMMISSION – 10/27/2020
DATE PREPARED – 10/19/2020

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1)

APPLICANT: Juan Aurelio Cadena

AGENT: N/A

LEGAL: Lots 1 and 2, Hazel Subdivision

LOCATION: The property is located at the Northwest corner of Hazel and Raul Longoria Road.

LOT/TRACT SIZE: 60 feet by 130 feet (approximately 7,800 square feet each lot)

CURRENT USE OF PROPERTY: Residential

PROPOSED USE OF PROPERTY: Commercial / Neighborhood Commercial District (C-1)

EXISTING ZONING: Single-Family Residence District (R-S)

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

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

RECOMMENDATION: Staff recommends approval of the rezoning request.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is proposing to rezone two (2) residential lots located at the northwest corner of Hazel and Raul Longoria Road into Neighborhood Commercial District (C-1) in order to open a carport. There are water and sewer services available with the City of San Juan.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-three (23) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Survey
Subdivision Plat
List of neighboring property owners receiving notice
Ordinance



Proposed Site

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 10/01/2020 Commissioner Cardenas made a motion to approve the rezoning request as presented by staff. Commissioner Magallan seconded the motion. The motion passed unanimously with 6-0 vote.

Mr. Escobar explained that property is located at corner of Hazel and Raul Longoria Road, just South of the Dollar Tree and Church's Chicken. The zoning of the property is Neighborhood Commercial District (C-1) which allows personal services, dry cleaning, doctor's office, clinics or restaurants. The city does not have issues with the zone change. The advertisement was in the newspaper and letters were mail out to the surrounding property owners within the 200-foot radius and received one comments in favor the request.



Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.



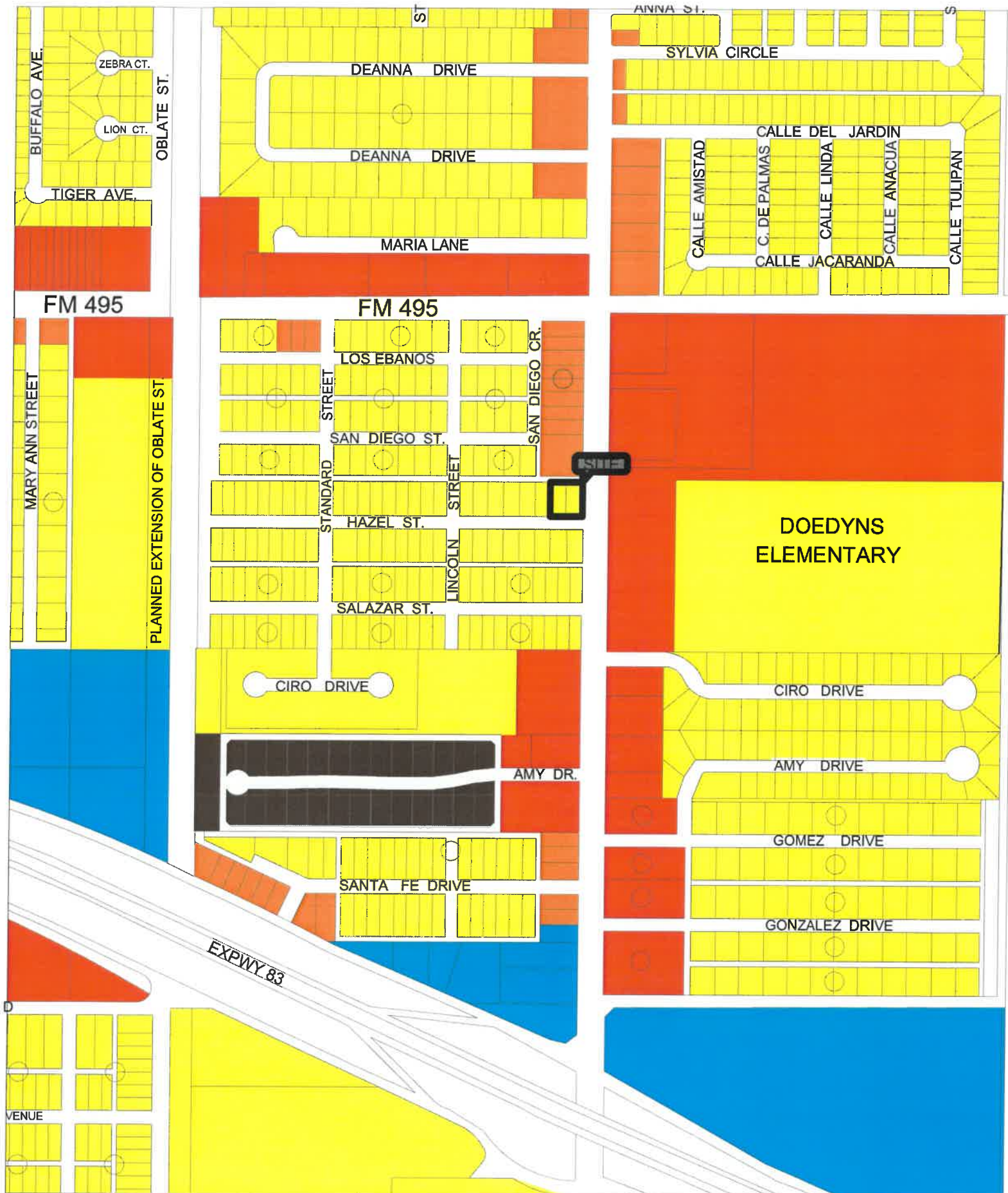


Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.





Zoning Districts

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

Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.



LEGEND

○ CAPPED 1/2" IRON ROD SET
⊗ FENCE CORNER
● 1/2" IRON ROD FOLDED
△ CALCULATED POINT
XXXX MEASURED
(XXXX) RECORD CALL VOL.15, PG.2, MR.H.C.

SCALE: 1" = 30'
BEARING BASIS
TX STATE PLANE
COORDINATES HAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

VOL. 1224, PAGE 58, M.R.H.C.
DOC#2973964 H.C.O.R.

0.77' FROM FENCE

NW CRN LOT 8 HAZEL SUBDIVISION VOL 15, PG 21. M.R.H.C.

(N81°31'W 360.00")
(N81°29'57"W 360.00")

EXIST. 10.00' ALLEY (AS PER VOL 15, PG 21 M.R.H.C.)

CAPPED 1/2" IRON ROD SET

EXIST. STORAGE (S81°31'E 120.00")

S81° 29' 57"E 120.00'

11.71'

EXIST. POWERPOLE

EXIST. FENCE (TYP.)

EXIST. STORAGE

EXIST. CONCRETE DRIVEWAY (TYP.)

EXIST. PORCH

EXIST. 1 STORY BRICK HOUSE 1180 SQFT

LOT 2 LOT 1

34.42'

34.28'

37.53'

CAPPED 1/2" IRON ROD SET

EXIST. FENCE (TYP.)

2.10' FROM FENCE

N81° 29' 57"W 120.00'
(N81°31'W 120.00")

EXIST. 30.00' B-B PAVED STREET

SOUTH R.O.W. LINE

3.30' FROM FENCE

EXIST. 5.00' SIDEWALK (TYP.)

CAPPED 1/2" IRON ROD SET

EXIST. 110.00' R.O.W.

60.80'

50.00'

EXIST. FENCE (TYP.)

WEST R.O.W. LINE

EXIST. FIRE HYDRANT

EXIST. WATER VALVE

CAPPED 1/2" IRON ROD SET

3.18' FROM FENCE

S8° 31' 39"W 130.00'
(S8°29'W 130.00")

NE CRN LOT 1, BLOCK 1 SALAZAR SUBDIVISION NO. 2 VOL 14, PG 40. M.R.H.C.

N 31° 31'E 130.00'
(S8°29'W 130.00")

E N RAUL LONGORIA ROAD
(EXIST. 110.00' R.O.W.)

EAST R.O.W. LINE

UVALLE RUBY & RUBEN
LOT 50
HAZEL SUBDIVISION
VOL. 15, PAGE 21, M.R.H.C.
DOC#3004047 H.C.O.R.

CUELLAR JOSE & JOAQUINA C
LOT 51 & 52
HAZEL SUBDIVISION
VOL. 15, PAGE 21, M.R.H.C.
DOC#883946 H.C.O.R.

G.W. HAZEL STREET
(EXIST. 50.00' R.O.W.)

1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2) THE PROPERTY SHOWN IS IN ZONE "C" (NO SHADE) OUT OF ANY SPECIAL FLOOD HAZARD AREAS IN THE CITY OF MISSION, HIDALGO COUNTY, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0425 C, DATED NOVEMBER 16, 1982.

3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I, NANCY GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREIN DURING SEPTEMBER 2020, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS"; THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78642
(TEL) 956-380-5158 (FAX) 956-380-5083

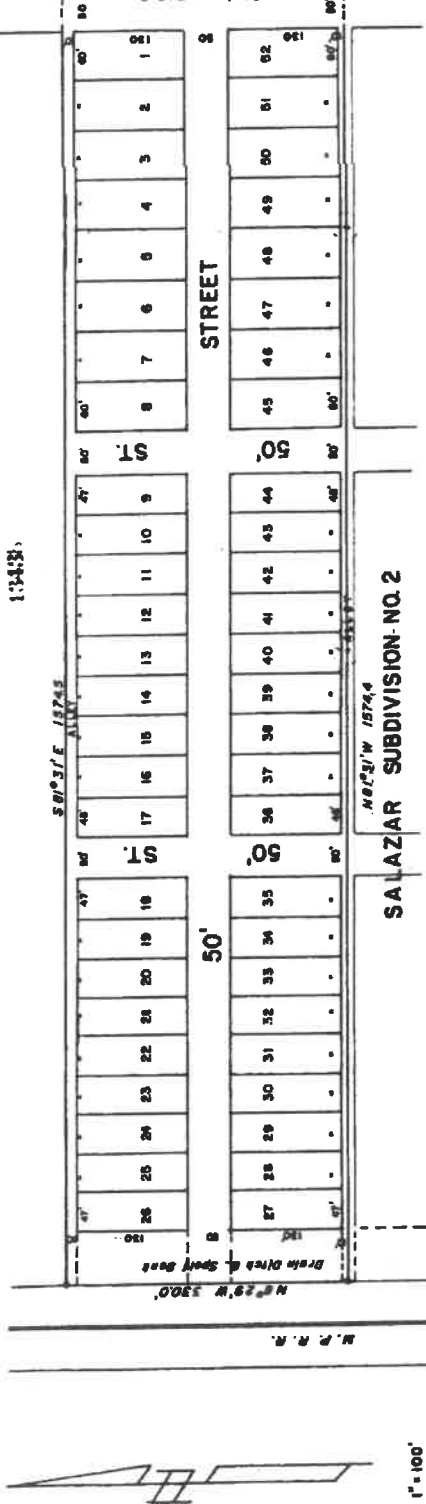
DATE	SEPTEMBER 2020
PUBLICATION	SUR 20 132
PAGE	1 OF 1

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE _____



SAN JUAN ROAD F.M. 1426



APPROVED FOR RECORDING
Hidalgo County Clerk
Date 8/5/64

HAZEL SUBDIVISION

BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF LOT 24 BLOCK 8 OF JOHN CLOSNER ET AL. SUBDIVISION OF PORCIONES 71 & 72

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE, AND CONFIRM THE ABOVE MAP AND HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS SHOWN THEREON.

I, CHARLES L. WELDEN, A REGISTERED PUBLIC SURVEYOR, HEREBY CERTIFY THE ABOVE MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE DESCRIBED LANDS AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Welden
CHARLES L. WELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
MAY 23, 1964



Carlos Salazar
CARLOS SALAZAR

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS SALAZAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSE THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON _____ DAY OF _____ A.D. 1964
THE _____ DAY OF _____
Jorge N. Joffe
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS
My Comm. Expires _____
JULIO GUSMAN
COUNTY CLERK
HIDALGO COUNTY, TEXAS
Date 8/5/64

FILED FOR RECORD THIS DATE
MAY 22 1964

AUG 4 1964

JULIO GUSMAN
COUNTY CLERK
HIDALGO COUNTY, TEXAS
Date 8/5/64

Rezoning Request from Single-Family Residence District (R-S) to Neighborhood Commercial District (C-1) of Lots 1-2, Hazel Subdivision, located at the Northwest corner of Hazel Street and Raul Longoria Road, as Requested by Juan Aurelio Cadena.

Cadena, Juan Aurelio
901 W. Sam Houston Blvd.
San Juan, TX 78589

Fonseca, Maria Magdalena
409 E. Austin Avenue
Alamo, TX 78516

Huttonco Development LP.
736 Cherry St.
Chattanooga, TN 37402-1909

Cantu, Aristeo Jr. ET AL
P.O. Box 1427
San Juan, TX 78589

Salinas, Manuel Jr. and Adriana Rdz.
114 W. Salazar Street
San Juan, TX 78589

Cruz, Juan R. Jr.
109 W. San Diego St.
San Juan, TX 78589

Salazar, Elena
P.O. Box 571
San Juan, TX 78589

Limas, Maria de la Luz Duran
P.O. Box 1167
San Juan, TX 78589

Mendoza, Arnoldo
Estella M. Mendoza
109 W. San Diego St.
San Juan, TX 78589

Garza, Rosalinda S.
1912 Fawn Circle
Edinburg, TX 78539

G&G Holding LLC.
901 W. Hackberry Avenue
McAllen, TX 78589

Salazar, Santos and Eliza S.
P.O. Box 1267
San Juan, TX 78589

Pharr-San Juan, Alamo ISD
P.O. Box 769
Pharr, TX 78577

Baez, Roxana dba Avi McAllen
P.O. Box 1975
Pharr, TX 78577

San Juan Town Center LTD.
2300 W. Pike Blvd. Suite #101
Weslaco, TX 78596

Murillo, Raquel
7620 N 22th Street
McAllen, TX 78504

Chavez, Felix Jr.
11100 N. Shary Road
Mission, TX 78573-1285

Rodriguez, Sarah
107 W Hazel Street
San Juan, TX 78589

Hutton Basecamp LLC.
736 Cherry St.
Chattanooga, TN 37402-1909

Uvalle, Ruby and Ruben
101 Ebano Drive
San Juan, TX 78589

Davila, Rosa V.
107 W San Diego St.
San Juan, TX 78589

Cuellar, Jose and Joaquin C.
103 W Hazel Street
San Juan, TX 78589

Nava, Joel and Eva
113 W San Diego St.
San Juan, TX 78589

ORDINANCE NO.

**AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006, TO
CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE
DISTRICT (R-S) TO NEIGHBORHOOD COMMERCIAL DISTRICT (C-I) OF LOTS
1 AND 2, HAZEL SUBDIVISION, LOCATED AT THE NORTHWEST CORNER OF
HAZEL AND RAUL LONGORIA ROAD, BE IT ORDAINED BY THE CITY
COMMISSION OF THE CITY OF SAN JUAN, TEXAS:**

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

The zoning district of the property legally described as Lots 1 and 2, Hazel Subdivision, located at the Northwest corner of Hazel and Raul Longoria Road, shall be changed to General Business District (C-I) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 27th day of October, 2020.

PASSED and **APPROVED** on second and final reading on the _____ day of _____, 2020.

CITY OF SAN JUAN

MARIO GARZA
MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Hold a Public Hearing for a Conditional Use Permit to allow a Drive-Thru Window at Denny's Restaurant located at 1601 E. IH 2, legally described as Lot 2, RR San Juan Retail Subdivision, as Requested by TopCon, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

Property owner is applying for a Conditional Use Permit to open a drive-thru window at Denny's Restaurant. They are proposing a drive-thru window to pick-up along the East side of the building. They are proposing the Entrance along Frontage Road.

The following are the list of requirements:

1. Owner must comply with the Occupational and Conditional Use Permit thru the City.
2. The business must comply with the Off-Street Parking Ordinance.
3. Traffic cannot be obstructed along Frontage Road.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Seven (7) property owners within a two hundred (200) foot radius and received no comment in favor or against this request.

RECOMMENDATION:

During the regular meeting on October 1, 2020, the Planning and Zoning Commission unanimously recommended approval of the rezoning request with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 10/01/2020
CITY COMMISSION – 10/27/2020
DATE PREPARED – 10/19/2020

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to allow a drive-in window at Denny's Restaurant.
APPLICANT:	TopCon, Inc.
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 2, RR San Juan Subdivision
LOCATION:	1601 E. IH 2 Located at the Southwest corner of Frontage and Cesar Chavez Road.
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Commercial; Expressway Corridor District (EC) <u>South</u> – Commercial; Expressway Corridor District (EC) <u>East</u> – Commercial; Expressway Corridor District (EC) <u>West</u> – Commercial; Expressway Corridor District (EC)
ACCESS AND CIRCULATION:	This property has access onto Frontage Road
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Property owner is applying for a Conditional Use Permit to open a drive-thru window at Denny’s Restaurant. They are proposing a drive-thru window to pick-up along the East side of the building. They are proposing the Entrance along Frontage Road.

The following are the list of requirements:

1. Owner must comply with the Occupational and Conditional Use Permit thru the City.
2. The business must comply with the Off-Street Parking Ordinance.
3. Traffic cannot be obstructed along Frontage Road.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Seven (7) property owners within a two hundred (200) foot radius and received no comment in favor or against this request.

ATTACHMENTS:

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



Proposed Site

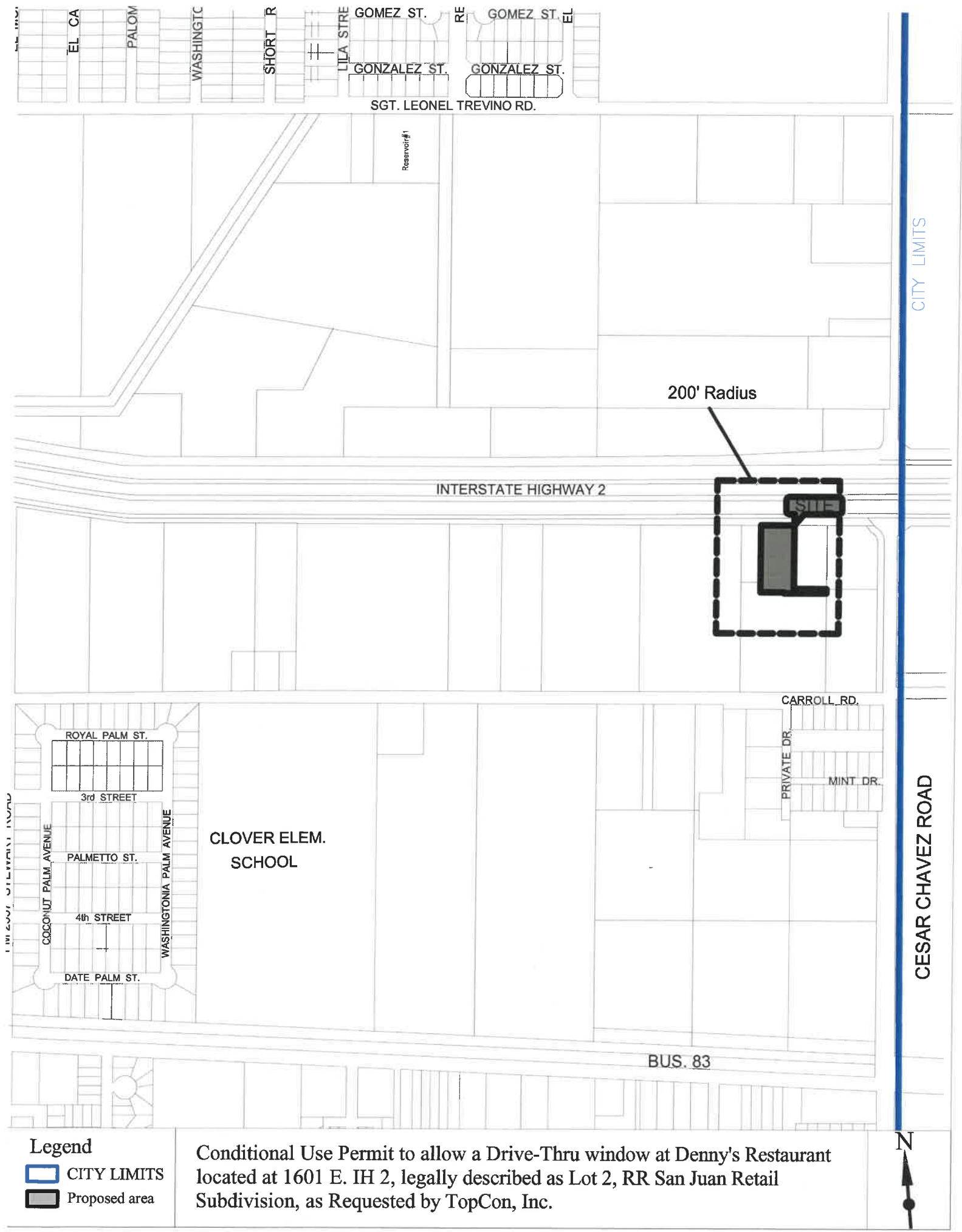
**CONDITIONAL USE PERMIT
"DENNY'S RESTAURANT"
OCTOBER 27, 2020**

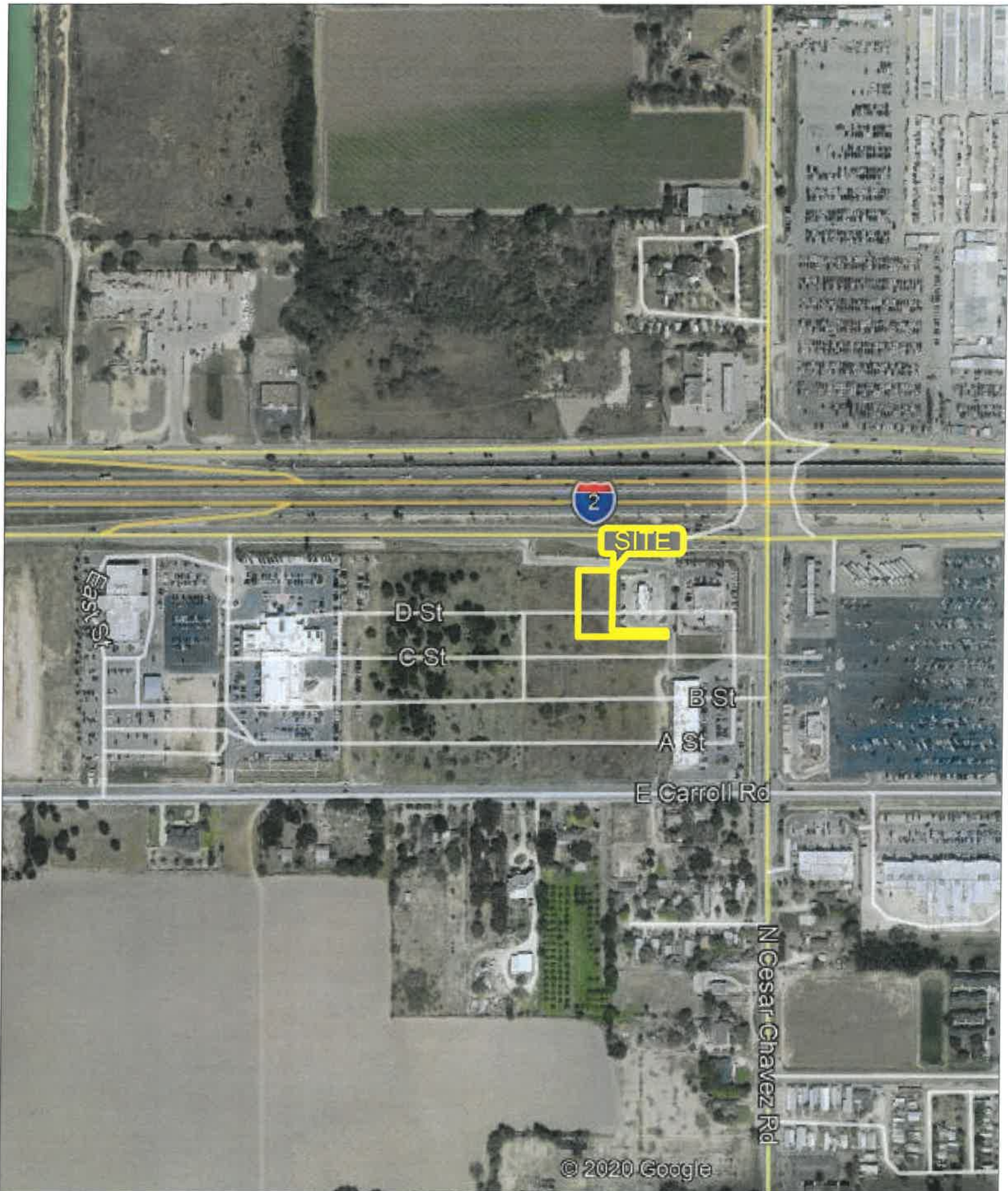
PAGE 3

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 10/01/2020 Commissioner Alaniz made a motion to approve the conditional use permit as presented by staff. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with 6-0 vote.

Mr. Escobar said that due to Covid-19 pandemic, Denny's Restaurant is proposing to install a drive-thru window to serve customers. He said applicant is aware of traffic control plan and he is willing to comply with all the requirements. He reminded the board that it is a conditional use permit and city can revoke the permit at any time for any violations.



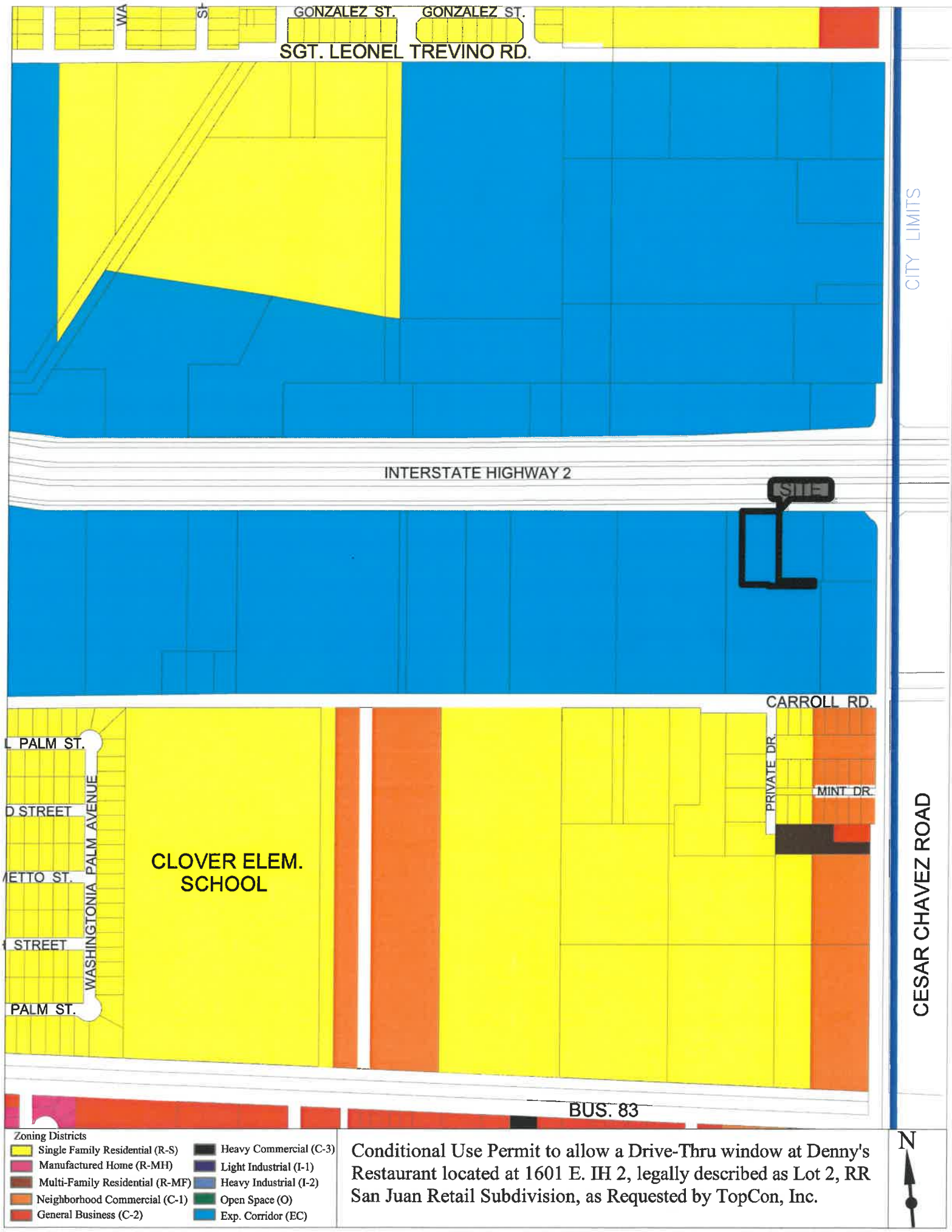


Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit to allow a Drive-Thru window at Denny's Restaurant located at 1601 E. IH 2, legally described as Lot 2, RR San Juan Retail Subdivision, as Requested by TopCon, Inc.





Conditional Use Permit to allow a Drive-Thru window at Denny's Restaurant located at 1601 E. IH 2, legally described as Lot 2, RR San Juan Retail Subdivision, as Requested by TopCon, Inc.

Conditional Use Permit to allow a Drive-Thru window at Denny's Restaurant located at 1601 E. IH 2, legally described as Lot 2, RR San Juan Retail Subdivision, as Requested by TopCon, Inc.

Bramble Real Estates, LTD.
6101 N. 23rd Street, Suite H
McAllen, TX 78504

Pop Holdings LP.
4055 Valley View Ln. Suite #500
Dallas, TX 75244-5048

Bank of America
NC1-001-03-81
101 N. Tryon St.
Charlotte, NC 28255-0001

Rubiano, Ricardo
RRG Revocable Trust
1501 North Border Avenue
Weslaco, TX 78599-4163

DJP III, LLC.
Attn: Ronald Heller
312 Pearl Parkway #4113
San Antonio, TX

Sierra Gorda Investments, LLC.
1501 N. Border Avenue, Apt #104
Weslaco, TX 78599

TopCon, Inc.
8821 N. 23rd Street
McAllen, TX 78504

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A DRIVE-THRU BUSINESS AT DENNY'S RESTAURANT LOCATED AT 1601 E. IH 2, LEGALLY DESCRIBED AS LOT 2, RR SAN JUAN RETAIL SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, TopCon, Inc. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow a drive-thru window at *"Denny's Restaurant"*.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to TopCon, Inc. has applied for a Conditional Use Permit to allow *"Denny's Restaurant"* at 1601 E. IH 2, subject to the following conditions:

1. Owner must comply with the Occupational and Conditional Use Permit thru the City.
2. The business must comply with the Off-Street Parking Ordinance.
3. Traffic cannot be obstructed along Frontage Road.

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

PASSED and APPROVED on first reading on the 27th day of October, 2020.

PASSED and APPROVED on second and final reading on the ____ day of ____, 2020.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

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

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY

[illegible]

- 1.0 DRIVE-THRU MENU BOARD & COMMUNICATION BOX
- 2.0 PROPOSED DRIVE-THRU WINDOW
- 3.0 DRIVE-THRU LETTERING
- 4.0 DIRECTION ARROWS
- 5.0 STRIPING FOR DRIVE-THRU PASSAGE
- 6.0 PROPOSED PARALLEL PARKING AREA
- 7.0 NEW MENU BOARD ISLAND
- 8.0 ELECTRICAL CONTROL WIRING FOR MENU BOARD

A1.0

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Hold a Second Public Hearing to Consider a Voluntary Annexation Petition of the 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, Hidalgo County, Texas located approximately a quarter of a mile South of Moore Road, along the West side of Cesar Chavez Road, as Requested by Ricardo Cazares.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located approximately a quarter or a mile South of Moore Road, along the West side of Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. On August 11, 2020 the City Commission approved a Resolution 20-14 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. 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:

Hold the Second Public Hearing for a Voluntary Annexation of the proposed Cesar Heights Subdivision.

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.

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.

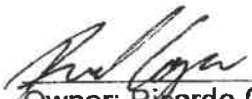
The undersigned owner of the hereinafter described land hereby request that you extend the present corporate limits of the city of San Juan so as to include as part of the city of San Juan, Hidalgo County, Texas, the following described property;

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.

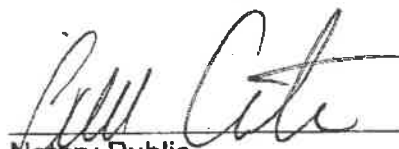
I certify that the above described tract of land lies adjacent to and adjoins the city of San Juan , Texas, and that petition is signed and dully acknowledged be each and every person owning any interest in said land.

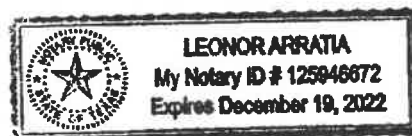
WITNESS my hand this 13th day of July 2020


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

N

CITY LIMITS
SAN JUAN

VOLUME 1509, PAGE 301
H.C.D.R.

1.136 AC.
DOC.#881150
H.C.O.R.

S 81°15'E 524.00'

APPROX. LOCATION
U.G. IRRIG. LINE

RESIDUE TRACT
DOC.#1192164
H.C.O.R.

IRRIGATION
VALVE

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

N 84°45'E
330.00'

1.136 AC.
DOC.#881148
H.C.O.R.

S.W. COR LOT 4

DRAIN
DITCH

6.417 AC.

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

IRR

S 81°15'E 646.00'

N 81°15'W 1170.00'

DOC.#2606585
H.C.O.R.

22.7' P.V.M.T.

S.E. COR LOT 4

165.0'

30.0'

330.00'

165.00'
CESAR CHAVEZ ROAD

28

1. BLOCK

LOT 1

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

P.O. BOX 478
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
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.

© COPYRIGHT 2020

ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY. EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.

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. 20-14

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.

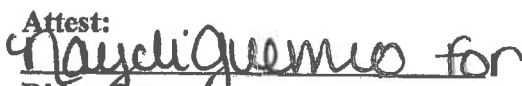
Section 2. The City Commission of the City of San Juan hereby calls two (2) public hearings at which time all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territories described above. The first public hearing shall be held in the City 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



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.



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider the Appointment of a Representative and Alternate for Fiscal Year 2020-2021 to the Amigos Del Valle Board of Directors.

STAFF COMMENTS AND RECOMMENDATIONS:

Amigos Del Valle, Inc. is requesting for the appointment of a Representative and Alternate to the Board of Directors for Fiscal Year 2020-2021 (October 1, 2020- September 30, 2021).

RECOMMENDATION:

Approve as Recommended by City Commission.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding RFP No. 19-22-10-09 Batting Cage to Javier Cavazos from San Juan, Texas for the amount of \$60,200.00

STAFF COMMENTS AND RECOMMENDATIONS:

Staff advertised Request for Proposals No. 19-22-10-09 in the Advance News Journal on September 23, 2020 and September 30, 2020. Only one response from Javier Cavazos from San Juan, Texas was received.

RECOMMENDATION:

As per the recommendation of Patrick Willingham, Park & Recreation Director, award RFP No. 19-22-10-09 to Javier Cavazos and authorize the City Manager to negotiate a contract and execute all related documents.

PREPARED BY:

Rene J. Jaime,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

ORIGINAL RECEIVED

10/08/20 R

INVITATION TO BID

Sealed Proposals / Bids addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Avenue, San Juan, Texas 78589-2649 are to be received no later than Friday, October 9, 2020, at 10:00 a.m., for a Batting Cage, at which time they will be taken to City Hall Conference Room, and read aloud.

Batting Cage for the Municipal Park Baseball Field

Specifications

Request for Sealed Proposals # 19-22-10-09

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 Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.cityofsanjuantexas.com.

Be advised that if a company downloads the bidding documents from the web page and is contemplating on bidding, the respondent must register prior to bid opening with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing Department by e-mail at RJ Jaime@sjtx.us. Please include the bid name and bid number in the email's subject line and your company's name, address, phone and email address, as well as your contact person's name and title in the body of the email.

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

**CITY OF SAN JUAN
INSTRUCTIONS TO RESPONDENTS**

Please read the specifications/requirements thoroughly and be sure your submission is equal to or better than all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on letterhead attached to bid. If no exceptions are noted, and you are the successful bidder, it will be required that the Batting Cage be provided as specified by the bid specifications. The successful Bidder shall demonstrate in their submission that the Batting Cage being proposed/offered is equal to or better than the specifications provided herein.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

A Batting Cage at the San Juan Municipal Baseball Fields

INTENT

The purchase of a Batting Cage at the San Juan Municipal Baseball Fields to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Proposals will be submitted in a sealed envelope; the envelope must have as a return address the name of the bidder and their address and be addressed/marked on the outside as follows:

**Batting Cage at the San Juan Municipal Baseball Fields
Request for Proposals # 19-22-10-09
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649**

Bidders shall be required to submit their proposal on a complete copy of this Request for Proposal form. **Bids submitted by fax or electronically will not be accepted.** Submittal of a proposal in response to this solicitation for bids constitutes an offer by the Respondent and if accepted by the City constitutes a Contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. No late bids will be accepted. Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Person signing bid must show title or authority to bind his/her firm in a contract.

Bidders shall submit their proposal via a complete original request for proposal packet along with their supporting documentation and the same original bid shall be provided via an electronic PDF file on a flash/pin drive with their sealed bid.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the specifications/requirements provided herein must be noted. Any parts not specifically mentioned which are necessary as part of a Batting Cage as per the specifications herein shall be furnished by the successful bidder.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all proposals, and to waive any or all formalities or technicalities, negotiate a contract and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Department and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and the bidder shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Department, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the delivery of the contracted Batting Cage has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of San Juan.

INTERPRETATIONS

Any questions concerning this bid packet with regards to this solicitation for bids shall be directed to the Purchasing Agent by email to RJaime@sjtx.us as outlined in this bid. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective registered bidders via Addendum. No interpretation shall be considered as binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Department at rjaime@sjtx.us.)

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of product/item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

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

VENUE

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

CONFLICT OF INTEREST

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Jesus "Jesse" Ramirez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- Patrick Willingham, Parks & Recreation Director
- Ruben Guajardo, Asst. Director of Parks and Recreation
- Leroy Gonzales, Finance Director
- Rene J. Jaime, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFQ 19-22-10-09.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2020

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

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

PRODUCER Connect Insurance 407 W FM 495 San Juan, TX 78589		CONTACT NAME: Oscar Martinez PHONE (A/C, No, Ext): 956-782-8191 E-MAIL ADDRESS: oscar.martinez@connectmyinsurance.com FAX (A/C, No): 956-783-9413	
INSURED JAVIER CAVAZOS DBA CAVAZOS WELDING 1200 E 7th St San Juan, TX 78589		INSURER(S) AFFORDING COVERAGE INSURER A: DELTA GENERAL AGENCY INSURER B: PROGRESSIVE INSURANCE INSURER C: TEXAS MUTUAL INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 00017237-204967**REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			2025448	10/08/2020	10/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			027667860	10/08/2020	10/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N / A		00953215822	10/08/2020	10/08/2021	☒ PER STATUTE ☐ OTH-ER \$ \$100,000 E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - EA EMPLOYEE \$ \$100,000 E.L. DISEASE - POLICY LIMIT \$ \$100,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SAN JUAN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (OMA)

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.

INSURANCE REQUIREMENTS

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

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Workers Compensation	Statutory Coverage
Comprehensive General Liability (City Named as additional Insured)	Statutory Coverage
Bodily Injury & Property Damage Aggregate	\$500,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore, providing the best value. The City is not necessarily bound to accept the lowest submitted bid proposal. The proposal that most closely meets the City's specifications and desired qualities will be selected.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail, email or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

AGREEMENT

The City of San Juan reserves the right to terminate the agreement if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner. The agreed agreement will be in the bid form submitted.

CITY OF SAN JUAN

Batting Cage

Please read specification thoroughly and make sure that the Batting Cage offered will be in compliance with all requirements. Variation from the specifications is to be indicated on an attached letter with your company's letterhead and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the Batting Cage be provided as specified. The successful Bidder shall demonstrate in their submission that the Batting Cage they are offering is equal to or better than the specifications provided herein. Bidder guarantees product offered shall meet or exceed minimum specifications identified in this request for proposals.

All specifications shown are minimum.

Batting Cage **Must** Comply with These Specifications and Must Encompass **All** of These Design Features:

- Structure Anchors: Qty. 10, Base Size 12in X 12in, Square Tube 4in X 4in X 2 ft, Rebar ¾ inch. Please see picture P9 herein.
- Skirting- 4ft drop from roof, around perimeter. Maroon, same specs as roof.
- Qty. 2 #36 60ft X 14 ft. X 12 ft. Batting Cage Netting Installed.
- Qty. 2 #36 30ft X 14 ft. X 12 ft. Batting Cage Netting Installed.
- ¾ inch Cable for Net Installation
- Turn Buckles for cable installation.

See pictures herein P1 through P10 which provide an example of the structure to be built, including the design and material to be used as well as the location of the Batting Cage used as a model / standard with the address and location of where the proposed structure is to be built. Picture P10 provides the minimum building details to be offered as a submission to this Request for Proposal 19-22-10-09.

In addition, the location of the Batting Cage to be used as a model / standard for the design of the proposed Batting Cage can be found at the Baseball Facility of the PSJA Collegiate High School Program, 704 W. Ridge Rd., San Juan, Texas on the southeast side of the property as indicated herein.

General Instructions:

1. It is the intent of these specifications to obtain competitive bid proposals for the delivery of Batting Cage. These specifications are intended to demonstrate the high quality and value desired by the City. The City desires a structure that closely meets or exceeds the specifications noted in this document, however exceptions will be considered provided proper supportive information is presented in order for the City to compare and evaluate such exceptions to the specifications.
2. While evaluating the bid proposals to determine which proposal is the most advantageous to the City, the following factors will be considered: Price, commitment for delivery, warranty length and terms, Contractor's / Bidder's location and history of performance both with the City and other references, material referenced to be used in construction, compliance with bid specifications, and completeness of the bid design detail and supportive and descriptive information submitted.
3. Bid proposals will only be considered from businesses that have an established history as a reputable builder of Batting Cages and/or contractor. Bidder's submission should demonstrate the before mentioned.
4. Each proposal shall provide satisfactory evidence of the Bidder's ability to provide an acceptable end product meeting the specifications herein and provide post-delivery service.
5. Bidders shall complete and submit in its entirety the provided Bid Proposal Form along with the entire bid packet. The Bid Proposal Form shall clearly list the final price of the Batting Cage as indicated. Failure to complete the Bid Proposal Form in its entirety may result in the rejection of the bid proposal. Bidders shall list their guaranteed delivery time on the Bid Proposal Form, as the Batting Cage is needed in a timely fashion.
6. Bid proposals shall include the bidder's standard purchase contract to be reviewed by the City of San Juan.
7. Bid proposals shall also include Bidder's standard quote form completed with information including structure and material details and a rendering / design of the structure being offered via their bid.

Special Conditions:

1. **Litigation Disclosure:** Bid proposals shall include a statement as to whether or not the manufacturer is or has been involved in or any litigation or legal action in the past five (5) years regarding product or company performance.

Warranties:

1. **Batting Cage Condition at Delivery:** The structure built shall be guaranteed to be free from all defects in material and workmanship.
2. **Warranty Details:** Complete details of the warranty shall be provided with the bid proposal documents.
3. **Quality and Workmanship:** All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a safe and functional Batting Cage.

Relevant Vendor References:

1. Reference form must be completed and returned with bid.

City of San Juan

Bid Proposal Form

Vendor Information

Vendor Name/Company:

Javier Carrazos

Product Manufacturer:

Metal Mart

Project Representative's Name:

Javier Carrazos

Representative's Name:

Javier Carrazos

Phone Number:

956-844-4829

Email Address:

j1carrazos72@yahoo.com

Vendor Address:

1700 E 7th St. San Juan TX.

PROPOSAL

Batting Cage as Specified: \$ 60,200.00

Alternate Proposal Submitted \$

(If submitted)

Guaranteed Date Completed:

11/15/20

(Month / Date / Year)

3-4 weeks (Completion
Depending
on Start Date)

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Bio Grande Steel
Address: US Highway 281 Edinburg TX 78542
Contact Person and Title: Frank / Sales Mgr.
Phone: 956-781-0268 Fax: 956-
Email Address: _____ Contract Period: _____
Scope of Work: Steel / Construction Supply Sales

REFERENCE TWO

Government/Company Name: Rodco Steel Distributor
Address: 808 IH2 Mission TX 78572
Contact Person and Title: Ivan / Administrator
Phone: 956-630-3385 Fax: _____
Email Address: _____ Contract Period: _____
Scope of Work: Steel Sales

REFERENCE THREE

Government/Company Name: Metal Mart
Address: 4309 W. Bos 83 McAllen TX 78501
Contact Person and Title: Junior / Manager
Phone: 956-688-6900 Fax: 956-688-6903
Email Address: metalmart66@mcclproymetal.com Contract Period: _____
Scope of Work: Steel Sales / Service

Bidder Shall Return Completed Form with Offer.

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. N/A	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. N/A 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. N/A		
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 10/8/20 Date		

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.

Bidders response to RFP 19-22-10-09 shall be returned with the entire packet completed. All addendums issued in respect to this project shall be considered official changes to the original bidding document. It shall be the bidder's responsibility to ensure that all addendums have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each addendum which shall be made part of their bid submittal. Bidder's signature on addendums shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of San Juan and as such are made part of the original bidding documents. Respectfully submitted this

**CITY OF SAN JUAN
SPECIFICATIONS/AGREEMENT
BATTING CAGE**

The undersigned affirm that they are duly authorized to execute this contract,

Accepted and agreed to this on 8 day of October, 2020.


Signature

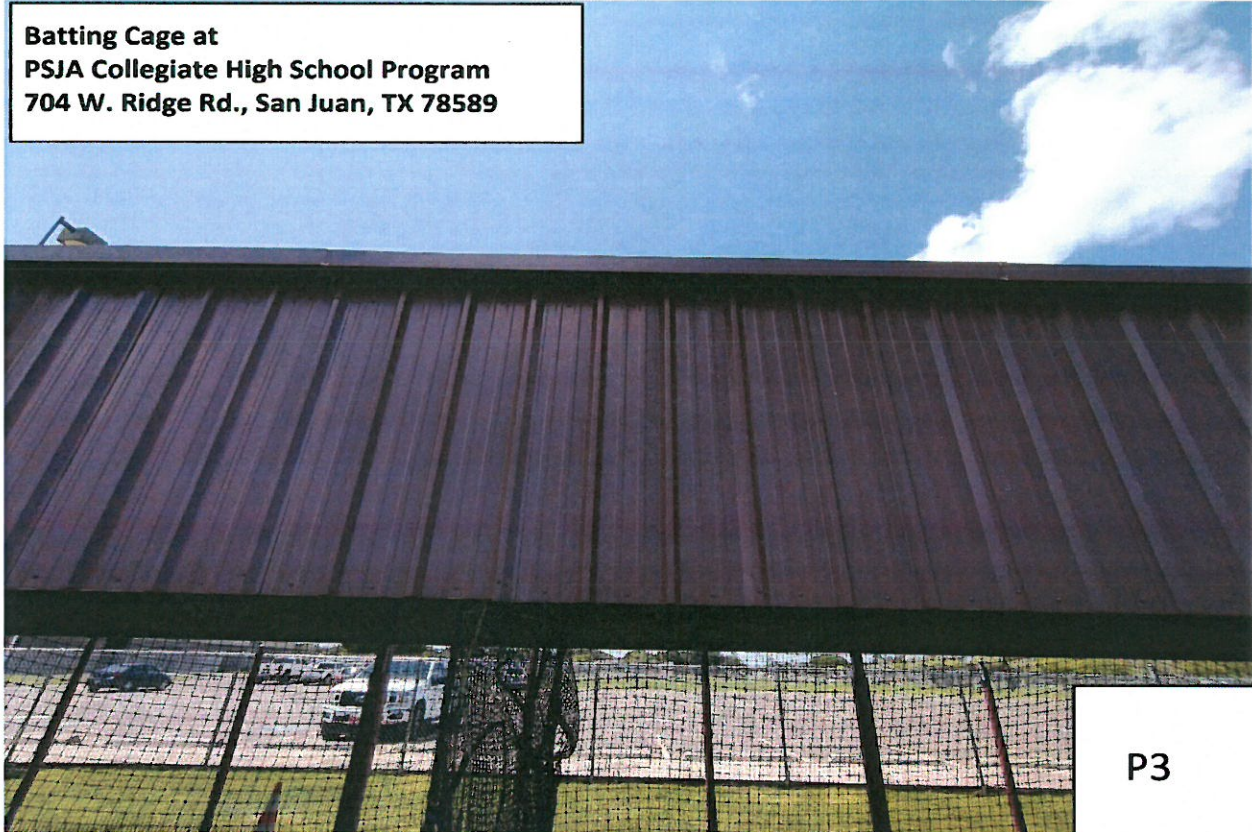
Javier Cavazos
Print/Type Name

Owner
Title

Javier Cavazos
Company



**Batting Cage at
PSJA Collegiate High School Program
704 W. Ridge Rd., San Juan, TX 78589**



P3

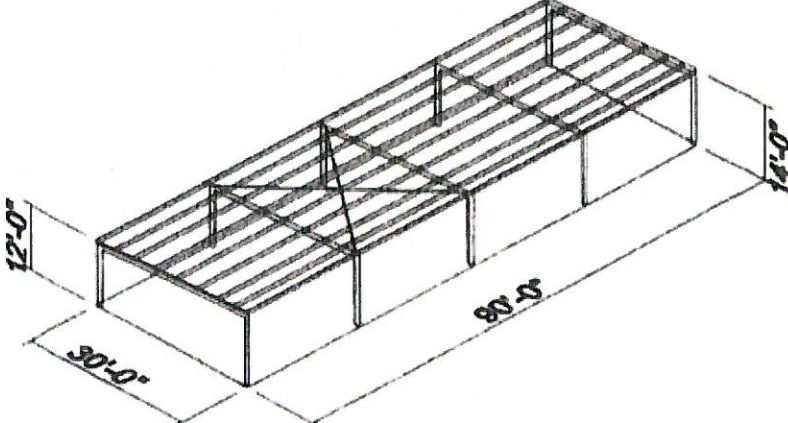


P4







BUILDING DETAILS											
BUILDING TYPE: <u>STRAIGHT COLUMN RIGID FRAME</u>				EAVE HT: <u>14</u>		ROOF PITCH: <u>0.8:12</u>		GIRT TYPE: <u>Cee Flush</u>			
WIDTH: <u>30</u>		LENGTH: <u>90</u>		FRONT SIDE: <u>14</u>		BACK SIDE: <u>12</u>		Cee Flush			
SIDEWALL BAY SPACING: <u>4 at 22.5</u>											
BUILDING CODE				BUILDING LOADS		WALL BRACING					
DESIGN CODE: <u>IBC 15</u>		IMPORTANCE FACTORS		DEAD LOAD: <u>2.5</u> psf		ROOF: <u>Cable Bracing</u>					
CLOSED/OPEN: <u>Open</u>		WIND: <u>1.00</u>		LIVE LOAD: <u>20</u> psf		LEFT EW: <u>Rigid Frame</u>					
EXPOSURE: <u>C</u>		SEISMIC: <u>1.00</u>		GROUND SNOW LOAD: <u>psf</u>		FRONT SW: <u>Weak Axis Bending</u>					
SEISMIC COEF: <u>0.064</u>				COLLATERAL: <u>3</u> psf		RIGHT EW: <u>Rigid Frame</u>					
SEISMIC ZONE: <u>A</u>				WIND LOAD: <u>132</u> mph		BACK SW: <u>Weak Axis Bending</u>					
ROOF EXTENSIONS				ENDWALL BRACING							
LEFT EW:		FRONT SW:		RIGHT EW:		BACK SW:		LEFT EW: <u>Rigid</u>		RIGHT EW: <u>Rigid</u>	
SHEETING & TRIM											
ROOF			WALL			SOFFIT					
FINISH: <u>Asph/Flt</u>			FINISH: <u>PBR</u>			FINISH: <u>PBR</u>					
PANEL: <u>26</u>			PANEL: <u>26</u>			PANEL: <u>26</u>					
GAUGE: <u>26</u>			GAUGE: <u>26</u>			GAUGE: <u>26</u>					
ACCESSORIES				FRAMED OPENINGS							
FRONT SW:		BACK SW:		LEFT ENDWALL: <u>none</u>		FRONT SIDEWALL: <u>none</u>		RIGHT ENDWALL: <u>none</u>		BACK SIDEWALL: <u>none</u>	
GUTTERS: <u> </u>		DOWNSPOUTS: <u> </u>									
											

P10

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding Bid # 19-19-10-02 for the Purchase of Sulfur Dioxide to DPC Industries, Inc. from Corpus Christi Texas in the Amount of \$806.00 in an Amount Not to Exceed \$20,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Solicited Request for Proposals for Water and Wastewater Treatment Plant Chemicals and Sludge Hauling and Disposal.

October 9, 2020 we received proposals from:

Dixie Petroleum Company (DPC Industries, Inc).

Sulfur Dioxide for \$806.00 for 1000 pound containers and delivered to the waste water treatment plant. This is an annual contract with option to renew one or two years extension.

RECOMMENDATION:

Approve As Presented

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**AMENDED
REQUEST FOR SEALED PROPOSALS**

Sealed proposals addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave, San Juan, Texas, will be received on Friday, October 9, 2020 until 10:00 a.m., at which time they will be taken to the City Hall Conference Room and will be read aloud.

**AMENDED SEALED PROPOSALS FOR
SULFUR DIOXIDE - RFP #19-19-10-02
PURCHASING DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Specification can be obtained by calling the Purchasing Division 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,).

Be advised that if a firm downloads the bidding document from the web page and is contemplating bidding on the project, the respondent must register with the Finance Department so that any changes/additions via Addendum can be forwarded to the firm. Register with the Purchasing Division by email at RJ Jaime@sjtx.us. Please include the RFP name and number in the subject line of all related emails.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the bid to be the best and most advantageous to the City, and hold the proposals for a period of sixty (60) days without taking action. Proposals submitted past the aforementioned date and time will not be accepted.

Caution to those submitting proposals; that not in proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTION TO BIDDERS**

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

SULFUR DIOXIDE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original and one (1) copy of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**AMENDED SEALED PROPOSALS FOR
SULFUR DIOXIDE - RFP #19-19-10-02
PURCHASING DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Sealed Proposals should be addressed as indicated above, with a return address label.

Proposals are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Proposals cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

State sales tax must not be included in bid.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the Sulfur Dioxide to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) else where and charge increase cost and handling to defaulting bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Proposals subject to unlimited price increase will not be considered.

The city may hold proposals 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchasing Agent in writing at RJaime@sjtx.us and obtain clarification by addendum prior to submitting bid.

INSURANCE REQUIREMENTS

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

law in compliance with Section II of the General Specifications when submitting proposal.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$5000,000 each occurrence
(City Named as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Sulfur Dioxide.

All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years as approved by the City Commission (with one-year intervals.)

Delivery will be made on an as needed basis.

Payment will be made for delivered quantities only.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible proposal. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their proposals. Bidder will hold unit price(s) firm for the term of the contract period.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful bidder's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form

allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Rene J. Jaime by email at RJaime@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at RJaime@sjtx.us.)

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

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

VENUE

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

CONFLICT OF INTEREST

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Jesus "Jesse" Ramirez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- David Salinas, Utilities Director
- Leroy Gonzales, Finance Director
- Rene J. Jaime, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFQ 19-19-10-02.

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.

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Those submitting Proposals are advised that failure to complete the project within the time frame(s) allowed (after award of contract by email, fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Rene J. Jaime by email at RJ Jaime@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

CITY OF SAN JUAN

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

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

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

HISTORICAL ANNUAL USAGE

(24) 1-Ton Containers Wastewater Treatment

Base Proposal

Unit price 1-ton container and put in place \$ 806.00

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (on a year by year basis) as approved by the City Commission.

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 72 hours.

Delivery and quantity to be on an as needed basis.

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

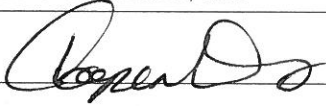
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Corine King 361-289-6947

Please identify hours of operation Monday - Friday 8 - 5.

Please identify name of person(s) authorized to receive orders: Corine King, Ed Manzano, Lenny Leal

Respectfully submitted this 9th day of October, 2020.

Company: DPC Industries, Inc.

Signature: 

Title: RGV Territory Manager

Address: 5245 Sunbelt

Corpus Christi, Texas 78408

Telephone No.: 361 289-6947

Fax Number: 361 289-7709

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1
TO
BID DOCUMENTS
FOR
RFP No. 19-19-10-02 SULFUR DIOXIDE

Please acknowledge the receipt of the ADDENDUM herein, where Addendum No. 1 is RFP No. 19-19-10-02 Bid opening is now Friday, October 9, 2020 at 10:00 AM issued by the Purchasing Division of the City of San Juan, by signature and recording the date of receipt below.

Bidder Name: DPC Industries, Inc.

Authorized Signatory: Cooper Davis Date: 10/9/2020

Print Name: Cooper Davis

Title: RGV Territory Manager

In addition to submission, email this page to RJ Jaime@sjtx.us

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

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

None

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

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

None

Name of Officer

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

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

☐ Yes☒ No

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

☐ Yes☒ No

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

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

7
R. C. Kam, President, DPC Industries, Inc.
Signature of vendor doing business with the governmental entity

Date

10-9-20

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-255813

Date Filed:
08/31/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DPC Industries, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan, Texas

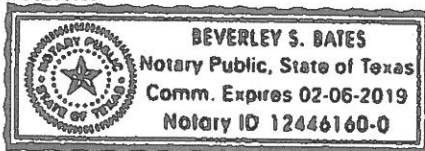
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid # 17-55-08-31
Chlorine

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morian, S. Reed	Houston, TX United States	X	
	Morian, S. C.	Houston, TX United States	X	
	Karm, R. C.	Houston, TX United States	X	
	Ingram, William E.	Houston, TX United States	X	
	Hixon, William L.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said R. C. Karm, President, this the 31st day of August, 20 17, to certify which, witness my hand and seal of office.

Beverly S. Bates
Signature of officer administering oath

Beverly S. Bates, Notary ID # 12446160-0

Printed name of officer administering oath

Title of officer administering oath

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding Bid# 19-18-10-02 for Purchase of Chlorine to DPC Industries, Inc., from Corpus Christi, Texas in the Amount of \$797.00 Per Ton Containers and \$141.00 Per 150-lb Cylinders, in an Amount Not to Exceed \$35,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Solicited Request for Proposals for Water and Wastewater Treatment Plant Chemicals and Sludge Hauling and Disposal.

October 9, 2020 We Received Proposals from:

Dixie Petroleum Company(DPC Industries, Inc):

Chlorine; \$797.00 for 1000 Pound Put in Place WWTP and WTP
\$141.00 for 150-lb Cylinders Put in Place Reservoir
Annual Contract with Option to Renew for one or two year extension

RECOMMENDATION:

Approve As Presented

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**AMENDED
REQUEST FOR SEALED PROPOSALS**

Sealed proposals addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave, San Juan, Texas 78589-2649 are to be received no later than Friday, October 9, 2020 by 10:00 a.m., at which time they will be taken to the City Hall Conference Room and will be read aloud for the following:

**CHLORINE
REQUEST FOR PROPOSAL # 19-18-10-02
PURCHASING / PROCUREMENT DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Sealed proposals are to be addressed as above with a return address label.

Specification 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 bidding document from the web page and is contemplating bidding on the services, the respondent must register with the Purchasing Department so that any changes/additions via Addendum can be forwarded to the company. Register by e-mail at rjaime@sjtx.us, bid number and name must be included in the subject line. All RFP related emails are to contain the same in each subject line.

The City of San Juan reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities or to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of sixty (60) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Caution to those submitting proposals; that not in proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTION TO BIDDERS**

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Any variation from the specifications/requirements is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

CHLORINE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original submission completely filled out and signed and an electronic PDF copy on a USB flash drive. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**SEALED PROPOSALS FOR
CHLORINE - BID #19-18-10-02
PURCHASING DEPARTMENT
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Bids are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

State sales tax must not be included in bid.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the chlorine to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promise of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) else where and charge increase cost and handling to defaulting bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Bids subject to unlimited price increase will not be considered.

The city may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent, and his assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchasing Agent, (City of San Juan, (956) 223.2200) and obtain clarification by addendum prior to submitting bid.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated**. Insurance coverages are to be no less than the following:

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$5000,000 each occurrence
(City Name as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

DETAILS

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

The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Chlorine.

All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (with one-year intervals.)

Delivery will be made on an as needed basis.

Payment will be made for delivered quantities only.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for bids shall be directed by email to Rene J. Jaime at RJ Jaime@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Department at RJ Jaime@sjtx.us.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

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

VENUE

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

CONFLICT OF INTEREST

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

The City of San Juan City Commission and City Manager are as follows:

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

City Staff include:

- Benjamin Arjona, City Manager
- David Salinas, Utilities Director
- Leroy Gonzales, Finance Director
- Rene J. Jaime, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFQ 19-18-10-02.

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.

BUDGET APPROVAL

For purposes of this Request for a Sealed Bid, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bids are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

Price quoted is to remain unchanged from October 1, 2020, ending on September 30, 2021, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending September 30, 2023. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN

**BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
CHLORINE**

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

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

HISTORICAL ANNUAL USAGE

(45) 1-Ton Containers Wastewater Treatment

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

(25) 150-lb Containers

Base Bid

Unit price 1-ton container and put in place \$ 797.00

Unit price 150-lb cylinders and put in place \$ 141.00

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

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 72 hours.

Delivery and quantity to be on an as needed basis.

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

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

Please identify hour of operation 8 - 5 Monday - Friday.

Please identify name of person(s) authorized to receive orders: Corine King, Ed Manzano, Lenny Leal

Respectfully submitted this 9th day of October, 2020.

COMPANY: DPC Industries, Inc.

SIGNATURE: *Cooper Davis*

TITLE: RGV Territory Manager

ADDRESS: 5245 Sunbelt

Corpus Christi, Texas 78408

TELEPHONE NO: 361 289-6947

EMAIL: cdavis@dxgroup.com

CITY OF SAN JUAN
CHLORINE CONTRACT
GENERAL CONDITIONS AND AGREEMENT

- Contractor proposes and offers to furnish to the City of San Juan, San Juan Public Utilities all of the City's Chlorine needs at unit prices stated on bid form.
- Contractor agrees to allow the City of San Juan an overall inventory of nine (9) 1-ton containers on site at all times. Breakdown: (2) 1-ton containers at Water Plant #1 – Kansas & 8th Street, (2) 1-ton at Water Plant #2 – 211 N. "I" Road, (2) 150lb containers at the City Reservoir – 1 ½ W. of Cesar Chavez on Sgt. Treviño and (3) 1-ton containers at the Wastewater Treatment Plant – 201 W. Hall Acres, San Juan, Texas.
- Contractor agrees to deliver additional chlorine cylinders as needed by the City of San Juan, San Juan Utilities Department within a period of two (3) calendar days after notification by telephone. *
- All contents delivery(ies) by Contractor shall meet all applicable federal and/or state laws and safety requirements.
- Neither the Contractor nor his employees engaged in the delivery and off-loading of Chlorine shall be considered employees of the City of San Juan or San Juan Utilities Department. The method and manner of performance of such undertaking will be under the exclusive control of the vendor's delivery personnel. The City will have the right of inspection of said undertaking at any time.
- The Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City of San Juan, San Juan Public Utilities harmless of any and from all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the contractor.
- The City of San Juan, San Juan Utilities Department reserves the right to terminate the contract if the Contractor fails to perform in the delivery of Chlorine and/or the Chlorine fails to meet the minimum requirements of the specifications. Termination will be in written form allowing for two-week notice.
- Contractor agrees not to charge the City of San Juan, San Juan Utilities Department any rental demurred charges.

- Contractor agrees to provide San Juan's Water Treatment Plants. Nos. 1 and 2 with chlorine that meets (Certification for ANSI/NSF Standard 60).
- This is a proposal and offer by Contractor to the City of San Juan, San Juan Public Utilities and shall not be binding upon the City unless accepted and signed by Rene J. Jaime, Purchasing Agent, City of San Juan.

Accepted and agreed to this the _____ day of _____, 2020.

Cooper Davis

Contractor Signature

Benjamin Arjona, City Manager

Cooper Davis

Print/Type Name

RGV Territory Manager

Contractor's Title

DPC Industries, Inc.

Company

ADDENDUM NO. 1 - Bid opening is now Friday, October 9, 2020 at 10:00 AM.

ADDENDUM NO. 2 – Contract length as described on page 9 of 16

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		

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.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1 & 2
TO
BID DOCUMENTS
FOR
RFP No. 19-18-10-02 CHLORINE

Please acknowledge the receipt of the ADDENDUM herein, where Addendum No. 1 is RFP No. 19-18-10-02 Bid opening is now Friday, October 9, 2020 at 10:00 AM issued by the Purchasing Division of the City of San Juan, by signature and recording the date of receipt below.

And were Addendum No. 2 clarifies the contract period was clarified as follows:

CONTRACT

Price quoted is to remain unchanged from October 1, 2020, ending on September 30, 2021, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending September 30, 2023. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

Bidder Name: DPC Industries, Inc.

Authorized Signatory: Cooper Davis Date: October 9th, 2020

Print Name: Cooper Davis

Title: RGV Territory Manager

In addition to submission, email this page to RJ Jaime@sjtx.us

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding Bid# 19-20-10-02 for the Purchase of Sludge Hauling and Disposal Service to Denali Water Solutions from Russellville, Arkansas in the Amount of \$520.00 Per Load of De-Watered Sludge Cake and \$0.105 Per Gallon of Liquid Sludge, in an Amount Not to Exceed \$165,000 and Authorized the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Solicited Request for Proposals for Water and Wastewater Treatment Plant Chemicals and Sludge Hauling and Disposal.

October 9, 2020 We Received Proposals From:

Denali Water Solutions:

Liquid Sludge; Per Gallon \$0.105, \$420.00 for 4000 Gallon Tanker and \$672.00 for 6,400 Gallon Tanker

Annual Contract with Option to Renew for Two, One Year Extensions

RECOMMENDATION:

Approve As Presented

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

Proposal Submitted by:



3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Proposal:

RFP #19-20-10-02

Sludge Transportation and Disposal

Submitted to:

City of San Juan
709 S. Nebraska Avenue
San Juan, Texas
78589-2649

Submitted by courier



Due Date:

October 9, 2020 at 10:00 a.m. CDT



October 7, 2020

Submitted via Courier

Rene J. Jaime, Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas
78589-2649

RE: ***Invitation to Bid #19-20-10-02
Sludge Transportation and Disposal***

Dear Rene,

Denali Water Solutions LLC ("Denali") is the respondent to the ***Invitation to Bid #19-20-10-02 Sludge Transportation and Disposal***. At Denali, our goal is to continuously exceed our Customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City to engage trusted biosolids experts throughout the term of the project.

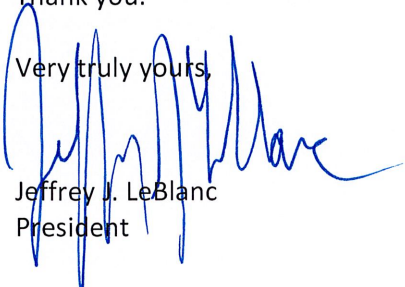
The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City for the sludge transportation and disposal to a TCEQ permitted solid waste landfill. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the Utilities Board of the City of Ozark and we look forward to the next steps.

Thank you.

Very truly yours,


Jeffrey J. LeBlanc
President

CITY OF SAN JUAN

SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL

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

	ITEM AND DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD
	Annual Sludge Transportation and Disposal to Permitted Solid Waste Landfill Contract per Specification			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$ 0.105	\$ 420.00 for 4,000 gallon tanker* 672.00 for 6,400 gallon tanker*
2	De-Watered Sludge Cake	Per Load	\$ 520.00	\$ 520.00
3	Water Tight Box Rental Water Plant 1(WT) (per month) Water Plant 2(WT) (per month) Wastewater Plant (WW) (per month)	Each Rental	\$ 0	\$ 0

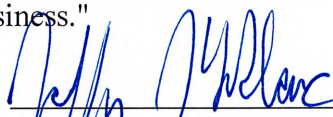
* Note: We propose using two different tanker trucks:

One holds 4,000 gallons, and the other holds 6,400 gallons. This is reflected in our price per load.

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

October 7, 2020

DATE



SIGNATURE

Jeffrey J. LeBlanc

PRINT/TYPE NAME

President

TITLE

Denali Water Solutions LLC

COMPANY

jeffrey.leblanc@denaliwater.com

E-MAIL

(479) 498-0500

PHONE

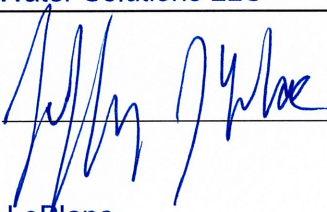
RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO. 1
TO
BID DOCUMENTS
FOR
RFP No. 19-20-10-02

SLUDGE TRANSPORTATION & DISPOSAL

Please acknowledge the receipt of the ADDENDUM herein, where the RFP No. 19-20-10-02 Bid opening is now Friday, October 9, 2020 at 10:00 AM issued by the Purchasing Division of the City of San Juan, by signature and recording the date of receipt below.

Bidder Name: Denali Water Solutions LLC

Authorized Signatory:  Date: October 7, 2020

Print Name: Jeffrey J. LeBlanc

Title: President

In addition to submission, email this page to RJ Jaime@sjtx.us

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

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

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

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

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

OFFICE USE ONLY

Date Received

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

Denali Water Solutions LLC

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. N/A_____
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.

N/A

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

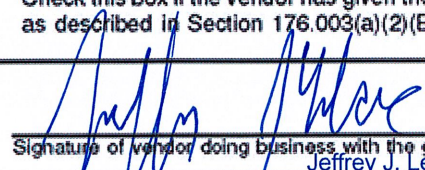
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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.

N/A

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
Jeffrey J. LeBlanc, President

October 7, 2020

Date

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-675581

Date Filed:
10/06/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Denali Water Solutions LLC
Russellville, AR United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-20-10-02
Sludge Transportation & Disposal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



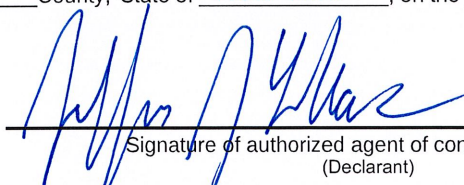
6 UNSWORN DECLARATION

My name is Jeffrey J. LeBlanc, and my date of birth is _____.

My address is 250-B Lucius Gordon Drive, Suite 8, West Henrietta, NY, 14586, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Monroe County, State of New York, on the 7th day of October, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



AUTHORITY TO SIGN

Denali Water Solutions LLC Corporate Evidence of Authority to Sign, Solely for Routine bids and Customer Contracts associated with the handling of Biosolids. This authority does not extend to any other type of contract.

A meeting of the Board of Directors for Denali Water Solutions LLC was held on February 11, 2020. Present at the meeting were Andy McNeill, Rob Currey, B.J. Loessberg, Kevin Dunlap, Todd Sims, and Ransom Langford. During the meeting, the Board of Directors authorized the following to sign contracts and agreements on behalf of Denali Water Solutions LLC:

- Andy McNeill, Chief Executive Officer
- Jeffrey LeBlanc, President
- Rob Currey, Chief Financial Officer
- Scott Walker, Director of Assets & Procurement
- Jeff Thurber, General Manager
- Todd Sims, Chief Investment Officer
- Kevin Dunlap, Chief Operating Officer



Signed by: Andy McNeill, Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1490 Market Street Suite 3 Lake Charles LA 70601		CONTACT NAME: Myra Clayton, CIC CISR PHONE (A/C, No, Ext): 337-289-5048 E-MAIL ADDRESS: Myra_Clayton@ajg.com		FAX (A/C, No): 866-421-2655
INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 3308 Bernice Ave Russellville AR 72802		License#: BR-724491 DENAWAT-03		
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Aspen Specialty Insurance Company				10717
INSURER B: National Union Fire Insurance Company of Pittsburg				19445
INSURER C: New Hampshire Insurance Company				23841
INSURER D: Westchester Surplus Lines Insurance Co				10172
INSURER E: RSUI Indemnity Company				22314
INSURER F: AXIS Surplus Insurance Company				26620

COVERAGES

CERTIFICATE NUMBER: 342459610

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ER00HEY20	7/10/2020	6/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	5717880	7/10/2020	6/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D U M	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	EX00HF020 G71818056001 NHA090763 P-001-000377041-01	7/10/2020 7/10/2020 7/10/2020	6/30/2021 6/30/2021 6/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	Y	014195821 014195820	7/10/2020 7/10/2020	6/30/2021 6/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability and Professional Liability	Y	Y	ER00HEY20	7/10/2020	6/30/2021	Pollution Limit \$1,000,000 Professional Limit \$1,000,000

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

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement number 87950. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions.

Workers Compensation Policy #: 014195820 covers State of California only.

Workers Compensation Policy #: 014195821 covers all other States.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of San Juan
 Attn: Rene Jaime, Purchasing R,
 709 S. Nebraska Avenue
 San Juan TX 785892649

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 3308 Bernice Ave Russellville AR 72802
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EX00HF020 - \$10,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: P-001-000377041-01 - \$3,000,000 limit (1st Layer) and is excess over Automobile and Workers Comp. Employer's Liability only.

Policy #: NHA090763 - \$2,000,000 limit (2nd Layer) and is excess over Automobile and Workers Comp. Employer's Liability only.

Policy #: G71818056001 - \$5,000,000 limit (3rd Layer) and is excess over General Liability, Automobile and Workers Comp. Employer's Liability only.

Complete list of Named Insureds: Dispatch Acquisition Holdings, LLC, Denali Water Solutions, LLC, Dispatch Parent, LLC, Terra Renewal Services, Inc., WeCare Denali, LLC, Denali ROI, LLC, Ramco Environmental, LLC, NuTerra SE FL Organics, LLC, NuTerra Finance, Inc.



STATEMENT OF QUALIFICATIONS

Denali Water has been in the business of providing residuals management services for the last 24 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

History

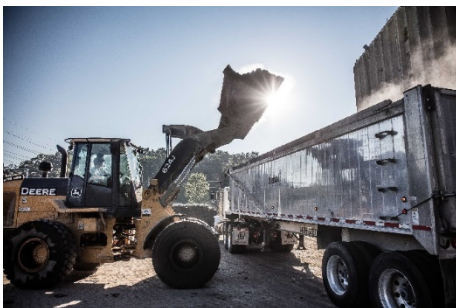
Denali Water was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids.

At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali Water was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

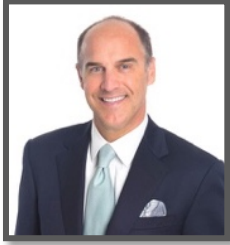


The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL - CHIEF EXECUTIVE OFFICER



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

JEFFREY J. LEBLANC - PRESIDENT



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

CHIEF ENVIRONMENTAL OFFICER – JIMMY MARDIS



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

CHIEF FINANCIAL OFFICER – ROB CURREY



Rob Currey serves the company as its Chief Financial Officer. Rob's professional experience has been focused on the intersection of entrepreneurship, energy and resource use, and environmental stewardship. Rob's diverse background spans private equity investing, renewable-energy project development, corporate strategy at a large multinational company, and most recently, CFO roles at companies focused on delivering municipal wastewater systems and services. Rob received a graduate degree from Duke University with a Master of Environmental Management. Rob pursued his undergraduate studies at Princeton where he earned his Bachelor of Science degree in Engineering, and where he played varsity football.

CHIEF OPERATIONS OFFICER – KEVIN DUNLAP



Kevin is an experienced executive and leader in the water, wastewater, and environmental services industries with a demonstrated history of success. Kevin serves as Chief Operations Officer at Denali, and was previously CEO of Orège North America Inc. He has spent his entire 25-year career in various sales, operations, management, and executive leadership roles, including positions with American Water/EMC, US Filter, ITT Industries, Waterlink, and BCR Environmental. He has spent the past 15 years in management and executive level positions. Kevin has led municipal and industrial sales efforts in North America that have focused on both water and wastewater treatment equipment and services. He has also been responsible for profit and loss, and overseeing the day to day operations in several roles. He has focused the majority of his career on complex transactions involving capital sales of \$250,000 or more and long-term service agreements of 3 years or more. Kevin has a bachelor's degree in Environmental Studies from Baylor University.

VICE PRESIDENT, HUMAN RESOURCES - LINDSEY HILL



Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

DIRECTOR OF SAFETY - JASON R. RAMSEY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.



3308 Bernice Avenue
Russellville, Arkansas 72802

(479) 498-0500
www.denaliwater.com



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding Bid# 19-22-10-02 for the Purchase of Liquid Ammonium Sulfate to Chemtrade Chemicals US, LLC., from Odem, Texas in the Amount of \$0.149 lb in an Amount Not to Exceed \$20,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Solicited Request for Proposals for Water and Wastewater Treatment Plant Chemicals and Sludge Hauling and Disposal.

Octoter 9, 2020 We Received Proposals from:

Chemtrade Chemicals US, LLC.,:

Liquid Ammonium Sulfate for \$0.149 Per Pound

Number of Gallons Ordered (X)'s 10.0 Constant-Rate (X)'s \$1.505/Gallon

Annual Contract with Option to Renew for Two, One Year Extensions

RECOMMENDATION:

Approve As Presented.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

AMENDED
REQUEST FOR PROPOSALS

Sealed bids for Purchase of Liquid Ammonium Sulfate must be addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave, San Juan, Texas, will be received on Friday, October 9, 2020, until 10:00 a.m., at which time they will be taken to the City Hall Conference Room and will be read aloud.

**AMENDED
SEALED PROPOSALS FOR
A SUPPLY CONTRACT FOR THE
PURCHASE OF LIQUID AMMONIUM SULFATE
RFP #19-22-10-02
PURCHASING DIVISION
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specification can be obtained by calling the Purchasing Division at 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 bidding document from the web page and is contemplating bidding on the chemical, the respondent must register with the Purchasing Division so that any changes/additions via addendum can be forwarded to the company. Register with the Purchasing Division by e-mail at RJ Jaime@sjtx.us. The RFP number and name must be included in the subject line of all RFP related emails.

The City of San Juan reserves the right to refuse and reject any or all bid/proposals and to waive any or all formalities or technicalities or to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of sixty (60) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

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



AMENDED

REQUEST FOR SEALED PROPOSALS

FOR A SUPPLY CONTRACT FOR THE

PURCHASE OF

LIQUID AMMONIUM SULFATE

**CITY OF SAN JUAN
INSTRUCTIONS TO
BIDDER**

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

The purpose of these specifications and bidding documents is to award a contract for the purchase of the following:

LIQUID AMMONIUM SULFATE

1. The Liquid Ammonium Sulfate is to be furnished under this bid shall be the type of Liquid Ammonium Sulfate specified. All specifications shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.
2. Bids will be submitted in a sealed envelope upon the blank form attached hereto. Each bid must be completely filled out and submitted in duplicate form. **Bids submitted by fax or electronically will not be accepted.** Bids must be filed with the City of San Juan before opening day and hour. No late bids will be accepted, bids will be returned to bidder unopened (if properly identified). Sealed Proposal is to include one original completed signed copy of bid packet and an electronic PDF copy on a USB flash drive.

Bids will be submitted in a sealed envelope with a return address - the envelope must be marked on the outside as follows:

**SEALED PROPOSALS FOR
LIQUID AMMONIUM SULFATE
RFP # 19-22-10-02
PURCHASING DIVISION
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

RFPs can be hand delivered to 709 S. Nebraska, Purchasing Division or mailed to the City of San Juan, all must be received before opening day and hour.

3. Bids **must** give full company name and address of bidder and be manually signed; **failure to do so will disqualify the bid.** Person signing bid must show title or authority to bind the company in a contract. Company's name and authorized signature **must** appear on each page that calls for this information.

4. Bids cannot be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bids may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of San Juan.
5. State sales tax must not be included in bid.
6. No substitutions or cancellations permitted without written approval of the City of San Juan.
7. If unable to bid, bidder should return inquiry giving reasons.
8. The bidder shall attach to the bid sheet a list of any exceptions to the specifications if unable to do so in bid form.
9. Number of days to deliver the Liquid Ammonium Sulfate, **must** be within three (3) days from date of order.
10. When delay can be foreseen, bidder shall give prior notice to the City of San Juan. Bidder must keep the City of San Juan advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of San Juan to purchase such Liquid Ammonium Sulfate elsewhere and **charge increase in cost to defaulting bidder**.
 - a. Acceptable reasons for delayed delivery times are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, and war. Actions beyond the control of the successful bidder.
11. Quote F.O.B. San Juan, Texas. If not quoting, show guaranteed exact cost to deliver and dump into City's storage tanks. Bid units of quantity specified – extend and show total (as requested). In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered. The City of San Juan shall honor only the unit prices stated in the bid form therefore; same should incorporate any and all cost at time of submittal.
12. The company(s) agree(s) to carry adequate public liability insurance and automobile liability insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Company(s) further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contact(s) and from any claims of any other person or person for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be sole proximate cause of said injury, loss, or damage. Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting bid.

13. The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City.
14. The bidder agrees to indemnify and save harmless the City, the Purchasing Division, and its assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or process are used.
15. Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in Bid packet are to be completed and returned with Bid.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Jesus "Jesse" Ramirez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- David Salinas, Utilities Director
- Leroy Gonzales, Finance Director
- Rene J. Jaime, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFQ 19-22-10-02.

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.

16. 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.

17. 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.

19. BUDGET APPROVAL

For purposes of this Request for a Sealed Bid, award will be contingent on approval of budget.

20. METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

21. FAILURE TO COMPLETE PROJECT

Bids are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

22. The City of San Juan will execute payment by mail in strict accordance with the State of Texas Pay law. No other method of payment will be considered.
23. Where in this bid package Liquid Ammonium Sulfate is used, its meaning shall refer to the purchase of Liquid Ammonium Sulfate as specified.
24. The geographical location(s) of bidder's facilities will be given due consideration in the evaluation and award of bid. All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.
25. Number of days stated on bid form will be a factor in the evaluation and award of bid.
26. The City of San Juan reserves the right to waive or take exception to any part of these specifications when it is in the best interest of the City and will award the contract that is the most advantageous to the City.
27. Contract shall be for a period of one (1) year with the option to extend the contract for an additional two years at one-year intervals. As approved by the City Commission.
28. Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Actual usage may fluctuate up or down during the course of an annual contract period. This historical data may or may not be given consideration by bidders when submitting their bids.

29. Bidders will be required to hold the prices firm for the contract period, which includes the additional two (2) years, when awarded. Chemical shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order number at the time of order.

Delivery shall be within the time specified after execution of order by telephone, fax, or mail.

30. Liquid Ammonium Sulfate being bid must meet the latest A.W.W.A., Texas Commission on Environmental Quality (TCEQ) and must conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. **Certification for ANSI/NSF Standard 60 & 61 must accompany bid at time of submittal.**
31. A written emergency response plan **must** be submitted, that includes but is not limited to emergency contracts: Name, Title, and 24 hour phone numbers, specific actions, public informing procedure, health care, and emergency response time.
32. The successful contractor shall conduct a safety class for each participating entity. The class shall be at least one (1) hour long, and be provided to the employees at the Water and/or the Wastewater Treatment Plant(s) free of charge.
33. The successful contractor shall be responsible to provide a demonstration class on the proper use of a Liquid Ammonium Sulfate. Demo shall be provided to the employees at the City/Public Utilities employees free of charge.
34. The City of San Juan will be responsible for expediting its own purchase orders, receiving, shipment, inspecting of goods, verifying invoices and paying of bills. No participants shall by execution of agreement or by participation in any purchase contract be liable for any materials, supplies or equipment ordered or received by any other participant.
35. Any dispute arising between the City and a successful bidder not related to the validity of the award of the purchase contract or the rejection of the bids shall be settled by and at the cost of that participant involved in the dispute. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or other dispute(s) shall be in Hidalgo County, Texas.
36. The City of San Juan may terminate its participation in this agreement at any time without notice. Should the City deem the company's performance is not meeting the City's requirements; the City can terminate the agreement without notice and may terminate the agreement if the budget has non-availability of funds.
37. Award and renewal of contract will be contingent on approval of budget.

38. INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for bids shall be directed by email to Rene J. Jaime at RJaime@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

39. STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

40. RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

43. HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Department at RJaime@sjtx.us.

44. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

45. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

46. MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

47. PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

48. JURISDICTION

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

**CITY OF SAN JUAN
SPECIFICATIONS FOR
LIQUID AMMONIUM SULFATE**

RFP #19-22-10-02

BID OPENING DATE: October 9, 2020 at 10:00 a.m.

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

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

TERMS OF CONTRACT

The terms of the contract for furnishing Liquid Ammonium Sulfate shall be for one (1) year period with the option to extend the contract for two (2) additional years at one year intervals. During this period, purchase orders will be issued for the chemical as needed. In any conflict between the terms and conditions, as specified herein and said purchase orders, the term and conditions of this contract shall govern. Company will not perform against this contract without first having received an official purchase order. It is emphasized that the City does not guarantee to purchase any specific quantity of any item listed during the period of this contract; rather, the quantities may vary depending upon the actual needs of the Surface Water Treatment Plant. For information purposes the City has provided estimated quantities on the bid form.

PURPOSE

The purpose of these specifications is to select and purchase Liquid Ammonium Sulfate for the production of chloramines on a cost per pound basis. The City has developed the following criteria to ensure a fixed cost of treatment and that bids received are from experienced chemical suppliers.

**CITY OF SAN JUAN
SPECIFICATIONS FOR
LIQUID AMMONIUM SULFATE**

MINIMUM REQUIREMENTS

INTENT

All specifications shown are a minimum. There is no intention to disqualify any bidder who can meet these specifications.

MATERIALS

Treatment chemicals and media: Each shipment of Liquid Ammonium Sulfate shall always contain a minimum of 38% - 40% content of ammonium sulfate. Any content below said minimum shall be considered a breach of contract. All chemicals used in treatment of water supplied by public water systems must conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.

MATERIAL SAFETY DATA SHEETS (MSDS)

All bidders should submit with their bid, two (2) complete, most recent copies of the required Material Safety Data Sheet (OSHA) form 174, manufacturer's safety data sheet or such other sheet which contains the same information as the OSHA Form 174 for Liquid Ammonium Sulfate. Failure to comply with this notice will be just cause for rejection of the bid from further consideration. A Material Safety Data Sheet must accompany each shipment. Material Safety Data Sheets shall conform to the format in ANSI A400.1 (1998 revision).

TO BE FILLED OUT BY BIDDER

PLEASE SEE ATTACHED STATEMENT OF

NSF CERTIFICATION

CHEMTRADE CANNOT PROVIDE A THIRD PARTY ANALYSIS OF EA

SHIPMENT DUE TO COSTS & NOT BEING ABLE TO PROVIDE ANALYSIS IN A TIMELY MANNER FROM AN OUTSIDE COMPANY. THIS IS NOT REASONABLE OR FEASIBLE ON A PER LOAD BASIS. SEMI-ANNUAL OR ANNUAL ANALYSIS FROM A THIRD PARTY LAB MAY BE CONSIDERED. CHEMTRADE CAN PROVIDE A CERTIFICATE OF ANALYSIS WITH EACH SHIPMENT FROM CHEMTRADE'S NSF CERTIFIED & ISO 9001-2015 CERTIFIED LOCATION

SEE ATTACHED FOR REVIEW

**CITY OF SAN JUAN
SPECIFICATIONS FOR
LIQUID AMMONIUM SULFATE**

The material shall be shipped in clean bulk tank trucks (minimum shipment of 2,000 gallons). Each load delivered must include proof that tanker was washed before being filled with liquid ammonium sulfate. The bidder must verify the equipment requirements prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle, which is compatible with the existing unloading system.

The vendor agrees to assure that the carrier has all appropriate equipment such as tools, hoses, valves and suitable hydraulic or electrical devices capable of ensuring a timely unloading as not to interrupt the normal operation of the City.

The company agrees to make deliveries only upon receipt of duly signed and approved purchase orders issued by the City. Deliveries made without such purchase order shall be at bidder's risk and shall leave the City the option of canceling any contract implied or expressed herein.

Company shall guarantee to ensure that either own carrier or any common carrier used shall be covered by all appropriate insurance required by any and all state and federal agencies for the transportation of hazardous chemicals. The company shall further guarantee to ensure that all vehicles are properly placarded and/or labeled and suitably maintained and equipped for the transportation of hazardous chemicals. Delivery shall be made within three (3) calendar days after order is placed.

DELIVERY: 2 - 3 DAYS A.R.O.

**CITY OF SAN JUAN
SPECIFICATIONS FOR
LIQUID AMMONIUM SULFATE**

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

INVOICING

All invoices must be submitted in duplicate, itemized as to quantity, part number, description, and applicable discount (if any). In addition, invoices must show the name of the department, division or section to which the merchandise was delivered, and the City's purchase order number.

All delivery tickets must be signed by the receiving employee and have a description of the commodity delivered.

PAYMENT

Payment shall be made in accordance with the State of Texas Pay Law after the City has approved the invoice or after the City has accepted the goods, whichever occurs later. The City and company agree that the terms of this contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms.

TERMINATION OF AGREEMENT

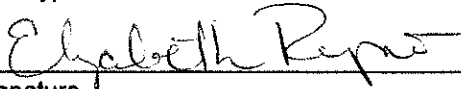
The agreement may be terminated by the City at its option, without notice, if the materials furnished does not conform to the standard set forth herein, or if the deliveries and servicing of this agreement do not conform to the requirements detailed herein.

ELIZABETH RYNO

10/06/2020

Print/type name

Date


Signature

MARKETING SPECIALIST

Title

CHEMTRADE CHEMICALS US LLC

Company

RFP #19-22-10-02

BID OPENING DATE: October 9, 2020 at 10:00 a.m.

Historical Annual Usage

City of San Juan – (254,500) lbs.

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

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

Delivery locations:

City of San Juan, Public Utilities:

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

No. of LAS gallons ordered (X)'s (10.0) Constant-Rare

(X)'s \$ ^{*}1.505 / GALLON

Conversion of liquid gallons to pounds

Unit Price/lb. \$ 0.149

ZERO DOLLARS AND ONE-FOUR-NINE CENTS

UNIT PRICE PER POUND WRITTEN IN WORDS

Maximum delivery time (not to exceed three calendar days) to designated sites after receiving order by telephone, fax or email 48 - 72 hours. (2-3 DAYS A.R.O.)

Respectfully submitted on this 6 day of OCTOBER, 2020.

Signature: Elizabeth Ryno

Company Name: CHEMTRADE CHEMICALS US LLC

Type/Print Name: ELIZABETH RYNO

Address: 90 EAST HALSEY ROAD, SUITE 200

Title: MARKETING SPECIALIST

PARSIPPANY, NJ 07054

*FOR CONVERSION PURPOSE ONLY, PRICE
EQUATES TO \$298.00/TON

Telephone No. 800-441-2659

973-515-4461
Fax No./Email Address bids@ChemtradeLogistics.com

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1
TO
BID DOCUMENTS
FOR
RFP No. 19-22-10-02 LIQUID AMMONIUM SULFATE

Please acknowledge the receipt of the ADDENDUM herein, where Addendum No. 1 is RFP No. 19-22-10-02 Bid opening is now Friday, October 9, 2020 at 10:00 AM issued by the Purchasing Division of the City of San Juan, by signature and recording the date of receipt below.

Bidder Name: CHEMTRADE CHEMICALS US LLC

Authorized Signatory:  Date: 10/06/2020

Print Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

In addition to submission, email this page to RJ Jaime@sjtx.us

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.

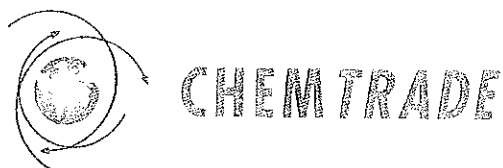
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(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.



DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Ann Hopler	Andrew Hoffman	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal

Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

ORDER CONTACT, EMERGENCY CONTACT AND TECHNICAL SERVICE INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Waseeq Ahsan
Phone: 1-844-204-9673
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

After normal business hours, for emergencies and orders please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.

For Technical Service please call (315) 478-2323 or visit our website at:
<http://www.chemtradelogistics.com>

Corporate/Sales Office

Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

Delana Peralta, Business Mgr.
Phone: (973) 515-1812
Email:
Dperalta@chemtradelogistics.com

Robert Naranjo, Rep - Sales
Mobile: (360) 440-0293
Email:
Rnaranjo@chemtradelogistics.com

For Bid/Contract Information:

Elizabeth Ryno
Ph: (800) 441-2659
Direct: (973) 515-1858
Fax: (973) 515-4461
BRyno@chemtradelogistics.com
Bids@chemtradelogistics.com

Manufacturing Location:

Chemtrade Solutions LLC
5302 County Road 2047
Odem, TX 78370-4412

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-675847

Date Filed:
10/07/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CHEMTRADE CHEMICALS US LLC
Parsippany, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF SAN JUAN

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-22-10-02

Furnish Liquid Ammonium Sulfate

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is ELIZABETH RYNO, and my date of birth is 10/26/77.

My address is 90 EAST HALSEY ROAD, PARSIPPANY, NJ, 07054, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in MORRIS County, State of NEW JERSEY, on the 7 day of OCT, 2020
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

Emergency Delivery Plan Chemtrade Chemicals US, LLC

Chemtrade Chemicals is fully prepared, and possesses the necessary resources, to support municipal customers under conditions that may require extraordinary measures. We take both *preventative measures* and a *comprehensive back-up procedure* have been implemented to assure that alum requirements are fully satisfied, even in the unlikely event of a disaster.

In order to prepare for any potential disruption in service, Chemtrade Chemicals has implemented the following preventative measures to assure that our customer's requirements are always satisfied:

- Chemtrade maintains key raw material inventory levels of aluminum hydrate and sulfuric acid on site at all times. In the unlikely event of a raw material transportation delay, products can be produced from raw materials on site providing, on average 15-day alum supply. Back-up trucking of key raw materials from one of Chemtrade Chemical's alternate production facilities (over 30 in North America, back-up facilities typically within 300 miles of a customer's location) will allow for an uninterrupted supply line to the customer.
- Chemtrade Chemicals maintains our manufacturing plants finished goods inventory as close to capacity as possible. Storage of finished product on average provides additional day's alum supply.
- The above referenced raw material management and finished inventory storage, allows Chemtrade Chemicals to supply product demand to all customers for a full 3 weeks.
- All critical or long lead-time spare parts for manufacturing equipment are maintained on site. Other spare parts are within a 24-hour reach of each plant. In the event of equipment malfunction, all necessary items will be on hand and available within 24 hours.

Disruption of Product, Power Outages, Sources of Supply, Strike:

In addition to the above preventative measures, Chemtrade Chemicals will also implement the following procedure in the unlikely event of a disaster resulting in complete shutdown of operations:

1. Material will be initially supplied from storage providing a minimum 5-day supply, even during worst-case peak scenarios.
2. One local back-up plant is located within 300 miles of your facilities, will supply material as required, within 24 hours, to either the customer or to Chemtrade Chemical's storage tanks. Shipments from back-up plants will begin immediately to assure that the customer's supply is never interrupted.

Summary:

Chemtrade Chemicals has been producing alum in North America since 1912. The NSF and ISO-9001:2008 certification of our entire network of over 30 manufacturing plants and technical resources ensure that Chemtrade Chemicals will consistently serve our municipal customers with the highest level of quality and technical service available in the industry. Chemtrade Chemical's 24-hour customer service, and back-up production facilities provide for the most comprehensive and dependable service even in the event of unforeseen emergencies.



EMERGENCY CHEMICAL SPILL INFORMATION

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night:

United States:	CHEMTREC - 1-800-424-9300
Canada:	CANUTEC - 1-613-996-6666
Chemtrade Emergency Contact:	(866) 416-4404
National Response Center:	(800) 424-8802 (US)

In the event of a chemical spill during transport or unloading, it should be reported to Chemtrec. 24 hours a day, 7 days a week. Chemtrec will then notify Chemtrade (24/7). Chemtrade Chemicals has a corporate agreement with Chemtrec. For reference, our corporate account number with them is CCN9322. Furthermore, Chemtrade maintains a Technical Service Group that would provide assistance during a transportation related spill or emergency.

Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2020

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 CN102200184-STND-GAWUL-20-21	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkley National Insurance Co.	38911
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C: Greenwich Insurance Company	22322
	INSURER D: XL Specialty Insurance Company	37885
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

HOU-003202185-08

REVISION NUMBER: 0

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

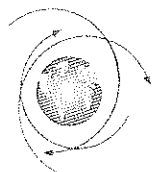
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			AGN 5700000-10	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS1-B71-072790-060 AS1-B71-072790-070	05/01/2020 05/01/2020	05/01/2021 05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 100,000			US00099935L20A	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA2-B7D-072790-080 WC2-B71-072790-010	05/01/2020 05/01/2020	05/01/2021 05/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability			PEC000967414	05/01/2020	05/01/2021	Occurrence \$ 5,000,000 Aggregate \$ 10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of San Juan 709 S. Nebraska San Juan, TX 78589-2649	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2016 ACORD CORPORATION. All rights reserved.

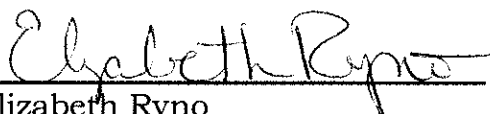


PRODUCTS CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Ammonium Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 302-16 standard in every respect.

Additionally we certify that the product meets or exceeds the specifications as set forth in the San Juan, TX bid.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.


Elizabeth Ryno
Marketing Specialist

**CHEMTRADE**<http://www.chemtradelogistics.com>

Liquid Ammonium Sulfate

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate		
C.A.S.	7783-20-2 (Ammonium sulfate)		
	pH (neat)	3.0 - 7.0	
	Specific Gravity @ 21°C (70°F)	1.216 - 1.228	
	Freezing Point	Less than -12°C (10°F)	
	Density, lbs./gal., US	10.15 - 10.25	
	(NH ₄) ₂ SO ₄ , %	38 - 40	
	NH ₃ Equivalent, %	9.8 - 10.3	

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

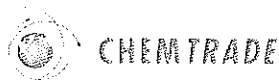
Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5040P

Revision Date: April 22, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018

Date of Issue: 05/01/2015

Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Statements : H401 - Toxic to aquatic life.

Precautionary Statements : P273 - Avoid release to the environment.

P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60*	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1*	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, faint yellow to amber colored
Odor	: Odorless
Odor Threshold	: Not available
pH	: 3 - 7
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -12 °C (10.4 °F)
Boiling Point	: Not available
Flash Point	: Not available

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Specific Gravity	: 1.216 - 1.228
Solubility	: Not available
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])

Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.
Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.
Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)
Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSC	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

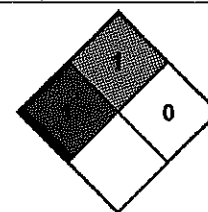
NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible
Flammability : 1 Slight Hazard
Physical : 0 Minimal Hazard
PPE See Section 8

Abbreviations and Acronyms

AICS -- Australian Inventory of Chemical Substances
ACGIH -- American Conference of Governmental Industrial Hygienists
AIHA -- American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT - 49 CFR -- US Department of Transportation -- Code of Federal Regulations Title 49 -- Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
Ems - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA -- Environmental Protection Agency
EPCRA 304 RQ -- EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act -- Reportable Quantity
ERAP Index -- Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS -- Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association -- Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 -- National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA -- Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE -- Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC -- European Candidate List of Substance of Very High Concern
TDG -- Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA -- United States Toxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Chemtrade NA GHS SDS 2015

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, October 02, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text.

Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=AMMONIUM&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=AMMONIUM&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC
(formerly General Chemical
LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Celina, TX

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

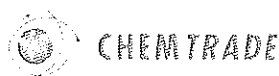
Facility : Odem, TX**Ammonium Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018

Date of Issue: 05/01/2015

Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Statements

: H401 - Toxic to aquatic life.

Precautionary Statements

: P273 - Avoid release to the environment.

P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60*	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1*	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, faint yellow to amber colored
Odor	: Odorless
Odor Threshold	: Not available
pH	: 3 - 7
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -12 °C (10.4 °F)
Boiling Point	: Not available
Flash Point	: Not available

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Specific Gravity	: 1.216 - 1.228
Solubility	: Not available
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])

Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.

Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.

Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)

Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

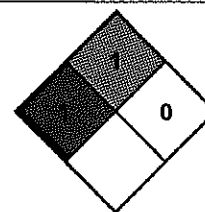
NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible
Flammability : 1 Slight Hazard
Physical : 0 Minimal Hazard
PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances	LC50 - Median Lethal Concentration
ACGIH - American Conference of Governmental Industrial Hygienists	LD50 - Median Lethal Dose
AIHA - American Industrial Hygiene Association	LOAEL - Lowest Observed Adverse Effect Level
ATE - Acute Toxicity Estimate	LOEC - Lowest-observed-effect Concentration
BCF - Bioconcentration factor	Log Pow - Octanol/water Partition Coefficient
BEI - Biological Exposure Indices (BEI)	NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
CAS No. - Chemical Abstracts Service number	NIOSH - National Institute for Occupational Safety and Health
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSC - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ErC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Chemtrade NA GHS SDS 2015

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Awarding Bid# 19-21-10-02 for the Purchase of Aluminum Sulfate/Blends to Chemtrade Chemicals US, LLC., from Odem, Texas in an Amount of \$0.0764 Per Liquid Pound for an Amount not to Exceed \$80,000 and Authorize the City Manager to Execute all Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff Solicited Request for Proposals for Water and Wastewater Treatment Plant Chemicals and Sludge Hauling and Disposal.

October 9, 2020 We Received Proposals from:

Chemtrade Chemicals US, LLC:

Aluminum Sulfate/Blend for \$0.0764 Per Pound Delivered WTP
Conversion Purposes Price Equates to \$315.00/Dry Ton
Annual Contract with Option to Renew for Two, One Year Extensions

RECOMMENDATION:

Approve As Presented.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager

**AMENDED
REQUEST FOR SEALED PROPOSAL**

Sealed bids addressed to Rene J. Jaime, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave, San Juan, Texas, will be received on Friday, October 9, 2020, until 10:00 a.m., at which time they will be taken to the City Hall Conference Room and will be read aloud.

**AMENDED
SEALED PROPOSALS
FOR ALUMINUM
SULFATE
ALUMINUM SULFATE BLEND (1% COPPER SULFATE)
ALUMINUM SULFATE BLEND (2% POLYMER)
ALUMINUM SULFATE BLEND (2% POLYMER & 1% COPPER
SULFATE) RFP #19-21-10-02
PURCHASING DIVISION
CITY OF SAN JUAN
709 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589-2649**

Specification can be obtained by calling the Purchasing Division 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 firm downloads the bidding document from the web page and is contemplating bidding on the project, the respondent must register with the Finance Department so that any changes/additions via Addendum can be forwarded to the firm. Register with the Purchasing Division by email at rjaime@sjtx. All related emails should include in the subject line please include the RFP number and name.

The City of San Juan reserves the right to refuse and reject any or all bids / proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of sixty (60) days without taking action. Proposals submitted past the aforementioned date and time will not be accepted.

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



AMENDED

REQUEST FOR SEALED

PROPOSALS FOR

ALUMINUM SULFATE

ALUMINUM SULFATE BLEND (1% COPPER SULFATE)

ALUMINUM SULFATE BLEND (2% POLYMER)

ALUMINUM SULFATE BLEND
(2% POLYMER & 1% COPPER SULFATE)

CITY OF SAN JUAN INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item proposal form and covered by letter attached to and made part of the proposal. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

ALUMINUM SULFATE, ALUMINUM SULFATE BLEND, ALUMINUM SULFATE BLEND (1% COPPER SULFATE), ALUMINUM SULFATE BLEND (2% POLYMER), and ALUMINUM SULFATE BLEND (2% POLYMER & 1% COPPER SULFATE)

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

1. Proposals are to be submitted one (1) original and one electronic PDF copy on a USB flash drive in sealed envelopes with the proposal name, and number on the outside of the envelope, along with the vendor's return address and upon the blank form of proposal attached hereto. Each proposal must be completely filled out. Proposals are to be received at the City of San Juan before opening day and hour. If a proposal is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification.**
2. Proposals are to have full firm name and address of bidder and manually signed, **failure to do so will disqualify proposal.** Person signing proposal must show title or authority to bind his/her firm in a contract.
3. Proposals cannot be altered or amended after the opening time of proposal. Any changes made before opening time are to be initialed to guarantee authenticity for, aluminum sulfate, aluminum sulfate blend (1% copper sulfate), aluminum sulfate blend (2% polymer) and aluminum sulfate blend (2% polymer and 1% copper sulfate).
4. State sales tax must not be included in proposal.
5. No substitution or cancellations permitted without written approval of City of San Juan.
6. Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the aluminum sulfate, aluminum sulfate blend (1% copper sulfate), aluminum sulfate blend (2% polymer) and aluminum sulfate blend (2% polymer and 1% copper sulfate) to be ready for use or which are normally furnished as standard shall be

furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

7. The number of days required to deliver chemical(s) after receiving order is to be stated in proposal. Failure to state will obligate the bidder to complete delivery within two days.
8. If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) elsewhere and charge increase cost and handling to defaulting bidder.
9. Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.
10. Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Proposal in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Proposals subject to unlimited price increase will not be considered.
11. The City of San Juan may hold proposals **60** days after opening without taking action. Bidders are required to hold their proposal firm for the same period of time.
12. The City of San Juan reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.
13. Both parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.
14. Bidders shall provide automobile liability policy(ies) of insurance with coverage for all vehicles in an amount for each vehicle of not less than \$100,000.00 property damage, \$250,000.00 bodily injury each person, and \$500,000.00 bodily injury each occurrence, and shall further provide errors and omissions policy(ies) of insurance with coverage for all of bidder's shall provide to the City satisfactory evidence of the existence of this indemnification coverage. The Bidder shall require that the insurer specify in the certificate of coverage that the insurer shall serve on the City 10 day's written notice prior to cancellation of the insurance policy.

15. Bidders shall provide a policy(ies) of insurance under which the City shall be indemnified against any liability, as specified in this agreement, which provides for a minimum indemnification coverage of all attorney's fees, litigation costs, court costs, expenses expert fees and \$500,000.00 for each person and \$1,000,000.00 for each single occurrence for bodily injury or death and \$200,000.00 for each single occurrence for injury to or destruction of property. The Bidder shall provide to the City satisfactory evidence of the existence of this indemnification coverage. The Bidder shall require that the insurer specify in the certificate of coverage that the insurer shall serve the City 10 day's written notice prior to cancellation of the insurance policy.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$500,000 each occurrence
(City Named as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

16. The Bidders agrees to provide Worker's Compensation Insurance as mandated by Preamble 110.110, and hold harmless the City of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract(s) and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage.
17. The Bidder agrees to indemnify and save harmless the City, the Finance Department Staff and Purchasing Agent from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchase Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

18. Bidder will carefully examine proposal forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from proposal forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchase Division at RJaime@sjtx.us and obtain clarification by addendum prior to submitting proposal.
19. The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.
20. Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of aluminum sulfate, aluminum sulfate blend (1% copper sulfate), aluminum sulfate blend (2% polymer) and aluminum sulfate blend (2% polymer and 1% copper sulfate).
21. All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.
22. Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.
23. The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
24. Price quoted is to remain unchanged from October 1, 2020, ending on September 30, 2021, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending September 30, 2023. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

25. Delivery will be made on an as needed basis.

26. Payment will be made for delivered quantities only.

27. Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Leonardo "Lenny" Sanchez
- Commissioner Jesus "Jesse" Ramirez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Marco "Markie" Villegas

City Staff include:

- Benjamin Arjona, City Manager
- David Salinas, Utilities Director
- Leroy Gonzales, Finance Director
- Rene J. Jaime, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFQ.

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.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Rene J. Jaime at RJ Jaime@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum."

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing Department at 956.787.5978.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any proposal, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

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

VENUE

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

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CITY OF SAN JUAN

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

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

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

Historical Annual Usage

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

Base Proposal

Unit price per pound and put in place \$ *0.0764 /LIQUID LB

*FOR CONVERSION PURPOSE
ONLY, PRICE EQUATES
TO \$315.00/DRY TON

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

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

Delivery and quantity to be on an as needed basis.

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

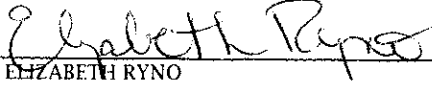
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached SEE ATTACHED CONTACT SHEET
ON-CALL CUSTOMER SERVICE REP

Please identify hour of operation 8:00 am - 5:00 pm.

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

Respectfully submitted this 6 day of OCTOBER, 2020.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE: 
ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

TELEPHONE NO: 800-441-2659

FAX NUMBER: 973-515-4461

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

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

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

Historical Annual Usage

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

Base Proposal

Unit price per pound and put in place \$ * 0.087/LIQUID LB

*PLEASE NOTE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION CS4

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

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

Delivery and quantity to be on an as needed basis.

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

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

Please identify hour of operation 8:00 am - 5:00 pm.

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

Respectfully submitted this 6 day of OCTOBER, 2020.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE: 
ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, SUITE 200

PARSIPPANY, NJ 07054

TELEPHONE NO: 800-441-2659

FAX NUMBER: 973-515-4461

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

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

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

Historical Annual Usage

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

Base Proposal

Unit price per pound and put in place \$ * 0.087 / LIQUID LB

*PLEASE NOTE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION A402H

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

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

Delivery and quantity to be on an as needed basis.

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

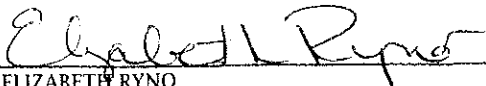
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached PLEASE SEE ATTACHED CONTACT SHEET
ON-CALL CUSTOMER SERVICE REP

Please identify hour of operation 8:00 am - 5:00 pm.

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

Respectfully submitted this 6 day of OCTOBER, 2020.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE: 
ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

TELEPHONE NO: 800-441-2659

FAX NUMBER: 973-515-4461

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

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

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

Historical Annual Usage

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

Base Proposal

Unit price per pound and put in place \$ ^{*} 0.087 / LIQUID LB

*PLEASE NOTE THE PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION 91024

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

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

Delivery and quantity to be on an as needed basis.

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

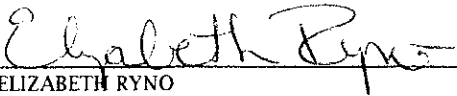
Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached PLEASE SEE ATTACHED CONTACT INFO
ON CALL CUSTOMER SERVICE REP

Please identify hour of operation 8:00 am - 5:00 pm

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

Respectfully submitted this 6 day of OCTOBER, 2020.

COMPANY: CHEMTRADE CHEMICALS US LLC

SIGNATURE: 
ELIZABETH RYNO

TITLE: MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

TELEPHONE NO: 800-441-2659

FAX NUMBER: 973-515-4461

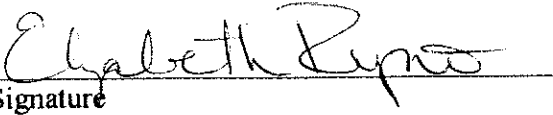
CITY OF SAN JUAN

GENERAL CONDITIONS AND AGREEMENT

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

10. The City of San Juan, San Juan Public Utilities reserves the right to terminate the contract if the Contractor fails to perform in the delivery of chemicals and fails to meet the minimum requirements of the specifications. Termination will be in written form allowing for two-week notice.
11. Contractor agrees not to charge the City of San Juan, San Juan Public Utilities any rental demurred charges.
12. Contractor will furnish the City of San Juan, San Juan Public Utilities, upon request, with factual information as to existence and financial stability of company, along with a list of present cities being serviced, and a laboratory test report of their Aluminum Sulfate Blend from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.
13. This is a proposal and offer by Contractor to the City of San Juan, San Juan Public Utilities and shall not be binding upon the City unless accepted and signed by an authorized representative of the City.

Accepted and agreed to this the 6 day of OCTOBER, 2020


Signature

ELIZABETH RYNO
Print/Type Name

MARKETING SPECIALIST
Title

CHEMTRADE CHEMICALS US LLC
Company

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1
TO
BID DOCUMENTS
FOR
RFP No. 19-21-10-02 ALUMINUM SULFATE BLENDS

Please acknowledge the receipt of the ADDENDUM herein, where Addendum No. 1 is RFP No. 19-21-10-02 Bid opening is now Friday, October 9, 2020 at 10:00 AM issued by the Purchasing Division of the City of San Juan, by signature and recording the date of receipt below.

Bidder Name: CHEMTRADE CHEMICALS US LLC

Authorized Signatory: Elizabeth Ryno Date: OCTOBER 6, 2020

Print Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

In addition to submission, email this page to RJ Jaime@sjtx.us

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

Date Received

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

CHEMTRADE CHEMICALS US LLC

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

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

NONE EXISTS

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

OCTOBER 6, 2020

Date

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.

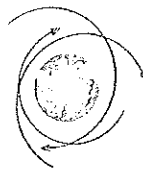
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(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.



CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Ann Hopler	Andrew Hoffman	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Susan Paré
Corporate Secretary

Seal

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

**ORDER CONTACT, EMERGENCY CONTACT AND TECHNICAL
SERVICE INFORMATION**

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Waseeq Ahsan
Phone: 1-844-204-9673
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

***After normal business hours, for emergencies and orders please call
1-647-531-9709 and the on-call Customer Service Representative will be
available to assist you. This number will also be provided if you call the regular
Customer Service line.***

**For Technical Service please call (315) 478-2323 or visit our website at:
<http://www.chemtradelogistics.com>**

Corporate/Sales Office

Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

Delana Peralta, Business Mgr.
Phone: (973) 515-1812
Email:
Dperalta@chemtradelogistics.com

Robert Naranjo, Rep - Sales
Mobile: (360) 440-0293
Email:
Rnaranjo@chemtradelogistics.com

For Bid/Contract Information:

Elizabeth Ryno
Ph: (800) 441-2659
Direct: (973) 515-1858
Fax: (973) 515-4461
BRyno@chemtradelogistics.com
Bids@chemtradelogistics.com

Manufacturing Location:

Chemtrade Solutions LLC
5302 County Road 2047
Odem, TX 78370-4412

FORM 1295

1 of 1

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Date Filed:
10/07/2020

Date Acknowledged:

Chemtrade Chemicals US LLC
Parsippany, NJ United States

CITY OF SAN JUAN

19-21-10-02

19-21-10-02
Furnish and Supply Liquid Aluminum Sulfate & Liquid Aluminum Blends

5 Check only if there is NO Interested Party.

☒

My name is ELIZABETH RYNO, and my date of birth is 10/26/77

My address is 90 EAST HALSEY ROAD, PARSIPPANY, NJ, 07054, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in MORRIS County, State of NEW JERSEY, on the 7 day of OCT, 2020
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2020

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
CN102200184-STND-GAWUL-20-21	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkley National Insurance Co.		38911
	INSURER B : Liberty Mutual Insurance Company		23043
	INSURER C : Greenwich Insurance Company		22322
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** HOU-003202185-08 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			AGN 5700000-10	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS1-B71-072790-060 AS1-B71-072790-070	05/01/2020 05/01/2020	05/01/2021 05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 100,000			US00099935L120A	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA2-B7D-072790-060 WC2-B71-072790-010	05/01/2020 05/01/2020	05/01/2021 05/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability			PEC000967414	05/01/2020	05/01/2021	Occurrence \$ 5,000,000 Aggregate \$ 10,000,000

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

CERTIFICATE HOLDER

City of San Juan
709 S. Nebraska
San Juan, TX 78589-2649

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.



90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

Emergency Delivery Plan Chemtrade Chemicals US, LLC

Chemtrade Chemicals is fully prepared, and possesses the necessary resources, to support municipal customers under conditions that may require extraordinary measures. We take both *preventative measures* and a *comprehensive back-up procedure* have been implemented to assure that alum requirements are fully satisfied, even in the unlikely event of a disaster.

In order to prepare for any potential disruption in service, Chemtrade Chemicals has implemented the following preventative measures to assure that our customer's requirements are always satisfied:

- Chemtrade maintains key raw material inventory levels of aluminum hydrate and sulfuric acid on site at all times. In the unlikely event of a raw material transportation delay, products can be produced from raw materials on site providing, on average 15-day alum supply. Back-up trucking of key raw materials from one of Chemtrade Chemical's alternate production facilities (over 30 in North America, back-up facilities typically within 300 miles of a customer's location) will allow for an uninterrupted supply line to the customer.
- Chemtrade Chemicals maintains our manufacturing plants finished goods inventory as close to capacity as possible. Storage of finished product on average provides additional day's alum supply.
- The above referenced raw material management and finished inventory storage, allows Chemtrade Chemicals to supply product demand to all customers for a full 3 weeks.
- All critical or long lead-time spare parts for manufacturing equipment are maintained on site. Other spare parts are within a 24-hour reach of each plant. In the event of equipment malfunction, all necessary items will be on hand and available within 24 hours.

Disruption of Product, Power Outages, Sources of Supply, Strike:

In addition to the above preventative measures, Chemtrade Chemicals will also implement the following procedure in the unlikely event of a disaster resulting in complete shutdown of operations:

1. Material will be initially supplied from storage providing a minimum 5-day supply, even during worst-case peak scenarios.
2. One local back-up plant is located within 300 miles of your facilities, will supply material as required, within 24 hours, to either the customer or to Chemtrade Chemical's storage tanks. Shipments from back-up plants will begin immediately to assure that the customer's supply is never interrupted.

Summary:

Chemtrade Chemicals has been producing alum in North America since 1912. The NSF and ISO-9001:2008 certification of our entire network of over 30 manufacturing plants and technical resources ensure that Chemtrade Chemicals will consistently serve our municipal customers with the highest level of quality and technical service available in the industry. Chemtrade Chemical's 24-hour customer service, and back-up production facilities provide for the most comprehensive and dependable service even in the event of unforeseen emergencies.



Water Treatment Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.


Elizabeth Ryno
Marketing Specialist



CHEMTRADE

http://www.chemtradelogistics.com

Liquid Alum

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)	1.4 - 2.6	
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35	
	Freezing Point	-16°C (4°F)	
	Density, lbs./gal., US	10.8 - 11.3	
	Aluminum as Al, %	4.2 - 4.5	
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4	
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49	

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

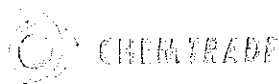
Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

Revision Date: April 10, 2020

CHE-5001P-1

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.
Revision Date: 06/11/2019 Date of Issue: 05/01/2015 Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :



Signal Word :

Danger

Hazard Statements :

H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

Precautionary Statements :

P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing.

Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P405 - Store locked up.

P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)

LD50 Oral Rat > 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

LC50 Fish 1 100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])

EC50 Daphnia 1 12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)

LD50 Fish 2 33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

Persistence and Degradability

Liquid Alum

Persistence and Degradability Not established.

Bioaccumulative Potential

Liquid Alum

Bioaccumulative Potential Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2

NFPA Fire Hazard : 0

NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2

Flammability : 0

Physical : 1

PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
ACGIH - American Conference of Governmental Industrial Hygienists
AIHA - American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSC - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ErC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA's "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 05, 2020** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=alum&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=alum&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

[Visit this company's website](#)

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Odem, TX

Aluminum Sulfate[AL]

Trade Designation

Alum

Aluminum Sulfate

Liquid Alum

Liquid Alum Acidized 0.5-10.0%

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400mg/L

400mg/L

400mg/L

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 4

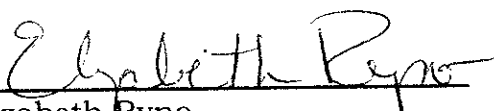
Processing time was 0 seconds



PRODUCTS CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Clar+Ion as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B-403-09 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.


Elizabeth Ryno
Marketing Specialist

**CHEMTRADE**<http://www.chemtradelogistics.com>

Clar*Ion® CS4

PRODUCT DATA SHEET

CHARACTERISTICS

Clar*Ion® CS4 is a clear, blue-green colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)
pH (neat)	2.4 - 2.7
Specific Gravity @ 21°C (70°F)	1.29 - 1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8 - 11.0
Aluminum as Al, %	4.1 - 4.3
Aluminum as Al ₂ O ₃ , %	7.7 - 8.1
Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
Soluble Cupric Iron (Cu ⁺²), %	0.20 - 0.31

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SHIPPING CONTAINERS

Bulk transport Bulk car 275 US gal. one-way container 55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8 ID Number: UN3264 Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5054P

Revision Date: April 29, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.
Revision Date: 05/26/2018 Date of Issue: 11/13/2014 Version: 2.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® CS4

FIFRA Number 83918

Intended Use of the Product

For professional use only.

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :



Signal Word :

Danger

Hazard Statements :

H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements :

P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

P390 - Absorb spillage to prevent material damage.

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS-No.) 7732-18-5	40 - 70	Not classified
Sulfuric acid, aluminum salt (3:2)	(CAS-No.) 10043-01-3	30 - 60*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Sulfuric acid, copper(2+) salt (1:1), pentahydrate**	(CAS-No.) 7758-99-8	1 - 5*	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

+The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with Regulations Amending the Hazardous Product Regulations (HPR) SOR/2018-68 and 29 CRF 1910.1200.

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

**As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Corrosive to metals upon prolonged contact.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Specific End Use(s)

For professional use only. Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Copper compounds (Not applicable)		
USA ACGIH	ACGIH TWA (mg/m ³)	1 mg/m ³ (dust and mist)
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	1 mg/m ³ (dust and mist)

Clar-Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

USA IDLH	US IDLH (mg/m ³)	100 mg/m ³ (dust and mist)
Manitoba	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Newfoundland & Labrador	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Nova Scotia	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Prince Edward Island	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear to blue green color
Odor	: Not available
Odor Threshold	: Not available
pH	: 2.4 - 2.7
Evaporation Rate	: Not available
Melting Point	: Not available
Freezing Point	: -16 °C (3.2 °F)
Boiling Point	: Not available
Flash Point	: Not available
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.29 - 1.32
Solubility	: 100% in water.
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Hazardous Decomposition Products: Thermal decomposition generates: sulfur oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Effects After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

LD50 Oral Rat 960 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

LC50 Fish 1 0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])

EC50 Daphnia 1 0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

LC50 Fish 2 0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

Clar+lon® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+lon® CS4
Immediate (acute) health hazard

US TSCA Flags Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL as (7758-98-7)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCs	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) * Anhydrous form is listed on TSCA as (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 05/26/2018

Revision Summary

Section	Change	Date Changed
5	Language modified	05/26/2018
6	Language modified	05/26/2018
7	Language modified	05/26/2018
10	Language modified	05/26/2018
13	Language modified	05/26/2018
14	Language modified	05/26/2018

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1

Clar+Ion® CS4

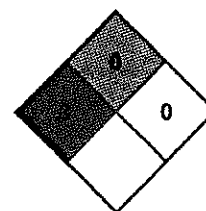
Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

- NFPA Health Hazard** : 3 - Materials that, under emergency conditions, can cause serious or permanent injury.
- NFPA Fire Hazard** : 0 - Materials that will not burn under typical dire conditions.
- NFPA Reactivity Hazard** : 0 - Material that in themselves are normally stable, even under fire conditions.



HMIS Rating

- Health** : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given
- Flammability** : 0 Minimal Hazard
- Physical** : 0 Minimal Hazard
- PPE** : See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances	LC50 - Median Lethal Concentration
ACGIH - American Conference of Governmental Industrial Hygienists	LD50 - Median Lethal Dose
AIHA - American Industrial Hygiene Association	LOAEL - Lowest Observed Adverse Effect Level
ATE - Acute Toxicity Estimate	LOEC - Lowest-observed-effect Concentration
BCF - Bioconcentration factor	Log Pow - Octanol/water Partition Coefficient
BEI - Biological Exposure Indices (BEI)	NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
CAS No. - Chemical Abstracts Service number	NIOSH - National Institute for Occupational Safety and Health
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCs - Japanese Existing and New Chemical Substances Inventory	PDSC - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
EC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in	TDG - Transport Canada Transport of Dangerous Goods Regulations
	TLM - Median Tolerance Limit
	TLV - Threshold Limit Value
	TPQ - Threshold Planning Quantity

Clar+lon® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

China

IMDG - International Maritime Dangerous Goods Code

INSQ - Mexican National Inventory of Chemical Substances

ISHL - Japan Industrial Safety and Health Law

TSCA – United States Toxic Substances Control Act

TWA - Time Weighted Average

WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care®

Our commitment to sustainability



Gestion responsable™

Notre engagement envers le développement durable

Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 05, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=cs4&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=cs4&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Odem, TX

Aluminum Sulfate[AL]

Trade Designation

Clar+Ion® CS4[CP]

Product Function

Coagulation & Flocculation

Max Use

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

**CHEMTRADE**<http://www.chemtradelogistics.com>**Clar+lon® 91024****PRODUCT DATA SHEET****CHARACTERISTICS**

Clar+lon® 91024 is a clear, blue colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified**TYPICAL PROPERTIES**

Formula:	Aluminum sulfate mixture
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)
	pH (neat) 2.4 - 2.7
	Specific Gravity @ 21°C (70°F) 1.30
	Freezing Point (approx.) -16°C (3°F)
	Density, lbs./gal., US 10.84
	Aluminum as Al, % 4.0 - 4.2
	Aluminum as Al ₂ O ₃ , % 7.5 - 7.9
	Copper (II) Sulfate Pentahydrate, % 0.8 - 1.2
	Soluble Cupric Iron (Cu ⁺²), % 0.2 - 0.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5121P

Revision Date: April 30, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.
Revision Date: 05/09/2017 Date of Issue: 05/05/2015 Version: 3.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® 91024

Product Code: EPA Registration #: 83918-5

Intended Use of the Product

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide. For professional use only.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements

: P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P501 - Dispose of contents/container in accordance with local, regional, territorial, provincial, national, and international regulations.

Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	40 - 65	Not classified
Sulfuric acid, aluminum salt (3:2)†	(CAS No) 10043-01-3	35 - 50	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Quaternary Ammonium Polymer**	(CAS No) Proprietary	0.1 - 5	Aquatic Chronic 3, H412
Sulfuric acid, copper(2+) salt (1:1), pentahydrate	(CAS No) 7758-99-8	0.1 - 5	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

†As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate)

**The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200].

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable.

Explosion Hazard: Product is not explosive.

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides. Carbon oxides (CO, CO₂). Ammonia.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Collect spillage. Absorb and contain with inert material. Place contents in suitable container for disposal.

Methods for Cleaning Up: Absorb and/or contain spill with inert material, then place in suitable container. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Section 8, Exposure Controls and Personal Protection. Concerning disposal elimination after cleaning, see item 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer and handling.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. May be corrosive to metals.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

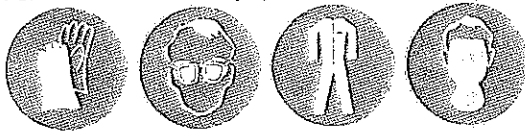
Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Personal Protective Equipment: Gloves. Protective goggles. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved air-purifying or supplied-air respirator where airborne concentrations of vapor or mist are expected to exceed exposure limits.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, blue
Odor	: Not available
Odor Threshold	: Not available
pH	: 2.4 - 2.7
Evaporation Rate	: Not available
Melting Point	: -16 °C (3.2 °F)
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.29 - 1.30
Solubility	: 100%
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids, strong bases, strong oxidizers. Non acid-proof metals. Galvanized surfaces. Unalloyed steel.

Hazardous Decomposition Products: None known.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg
Quaternary Ammonium Polymer	
LD50 Oral Rat	3000 mg/kg
Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects Not available

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC,	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS:

Clar+lon® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	N.O.S. (CONTAINS: ALUMINUM SULFATE)	ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 171	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Quaternary Ammonium Polymer	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+lon® 91024

Immediate (acute) health hazard

US TSCA Flags

Chemical Name (CAS No.)	US TSCA Flags/ Other Information
Quaternary Ammonium Polymer	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e, Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C))

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Quaternary Ammonium Polymer	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No
Quaternary Ammonium Polymer

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)

Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL (7758-98-7)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Quaternary Ammonium Polymer

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Quaternary Ammonium Polymer	Yes	No	Yes	No	No	No	No	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) *Anhydrous form is listed on TSCA (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Quaternary Ammonium Polymer	Yes	Yes	No	No	No	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/09/2017

Revision Summary

Section	Change	Date Changed
3	Language modified	02/13/2017
4	Language modified	02/13/2017
5	Language modified	02/13/2017
8	Language modified	02/13/2017

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

9	Language modified	02/13/2017
11	Data modified	02/13/2017
14	Language modified	02/13/2017
16	Data modified	02/13/2017

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

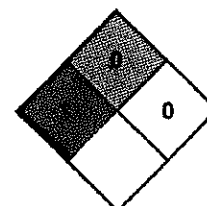
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE : See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
 CIGR - Turkish Inventory and Control of Chemicals
 DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.

ISHL - Japan Industrial Safety and Health Law
 LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health
 NLP - Europe No Longer Polymers List
 NOAEL - No-Observed Adverse Effect Level
 NOEC - No-Observed Effect Concentration
 NZIOC - New Zealand Inventory of Chemicals

Clar+Ion® 91024

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

EC50 - Median effective concentration	OEL - Occupational Exposure Limits
ECL - Korea Existing Chemicals List	OSHA - Occupational Safety and Health Administration
EINECS - European Inventory of Existing Commercial Chemical Substances	PEL - Permissible Exposure Limits
ELINCS - European List of Notified Chemical Substances	PICCS - Philippine Inventory of Chemicals and Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage	PDSCl - Japan Poisonous and Deleterious Substances Control Law
ENCS - Japanese Existing and New Chemical Substances Inventory	PPE - Personal Protective Equipment
EPA - Environmental Protection Agency	PRTR - Japan Pollutant Release and Transfer Register
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency	REL - Recommended Exposure Limit
Planning and Community Right-to-Know-Act - Reportable Quantity	SADT - Self Accelerating Decomposition Temperature
ERAP Index - Emergency Response Assistance Plan Quantity Limit	SARA - Superfund Amendments and Reauthorization Act
ErC50 - EC50 in Terms of Reduction Growth Rate	SARA 302 - Section 302, 40 CFR Part 355
ERG code (IATA) - Emergency Response Drill Code as found in the International	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
Civil Aviation Organization (ICAO)	SARA 313 - Section 313, 40 CFR Part 372
ERG No. - Emergency Response Guide Number	SRCL - Specifically Regulated Carcinogen List
HCCL - Hazard Communication Carcinogen List	STEL - Short Term Exposure Limit
HMIS - Hazardous Materials Information System	SVHC - European Candidate List of Substance of Very High Concern
IARC - International Agency for Research on Cancer	TDG - Transport Canada Transport of Dangerous Goods Regulations
IATA - International Air Transport Association - Dangerous Goods Regulations	TLM - Median Tolerance Limit
IDLH - Immediately Dangerous to Life or Health	TLV - Threshold Limit Value
IECSC - Inventory of Existing Chemical Substances Produced or Imported in	TPQ - Threshold Planning Quantity
China	TSCA - United States Toxic Substances Control Act
IMDG - International Maritime Dangerous Goods Code	TWA - Time Weighted Average
INSQ - Mexican National Inventory of Chemical Substances	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care®

Our commitment to sustainability



Gestion responsable™

Notre engagement envers le développement durable

Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 05, 2020** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=91024&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

[Visit this company's website](#)

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Odem, TX

Polymer Blends

Trade Designation

Clar+Ion® 91024[AL] [CP]

Product Function

Coagulation & Flocculation

Max Use

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds



CHEMTRADE

<http://www.chemtradelogistics.com>

Clarlon® A402H PRODUCT DATA SHEET

CHARACTERISTICS

Clarlon® A402H is a clear, light green or amber colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture	
C.A.S.	10043-01-3 (Aluminum sulfate)	
	pH (neat)	1.4 - 3.5
	Specific Gravity @ 21°C (70°F)	1.32 - 1.34
	Freezing Point (approx.)	-17°C (1°F)
	Density, lbs./gal., US	11.0 - 11.2
	Aluminum as Al, %	4.1 - 4.4
	Aluminum as Al ₂ O ₃ , %	7.8 - 8.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDC)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8 ID Number: UN3264 Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

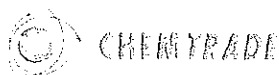
Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5160P

Revision Date: April 24, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar-Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/24/2017

Date of Issue: 05/07/2015

Version: 2.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixtures

Product Name: Clar-Ion® A402H

Intended Use of the Product

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Aquatic Chronic 3 H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements

: P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, face protection, eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER, a doctor.

P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions. May be corrosive to respiratory tract.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%***	GHS Ingredient Classification
Water	(CAS-No.) 7732-18-5	40- 70	Not classified
Sulfuric acid, aluminum salt (3:2)*	(CAS-No.) 10043-01-3	30 – 60	Met. Corr. 1, H290 Acute Tox. 4 (Oral), H302 Eye Dam. 1, H318 Aquatic Acute 3, H402
**Quaternary Ammonium Polymer	(CAS-No.) Proprietary	0.1 – 1	Aquatic Chronic 3, H412

Full text of H-phrases: see section 16.

*As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

**The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200].

***Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Get immediate medical advice/attention.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes severe skin burns and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: Causes severe irritation which will progress to chemical burns.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Clar-Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides and aluminum oxides; sulfur oxides are toxic.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe mist/vapors/spray.

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Bases, oxidizers, metals, water reactive materials.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Clar+lon® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, Light Green or Amber
Odor	: Not available
Odor Threshold	: Not available
pH	: 1.4 – 3.0
Evaporation Rate	: Not available
Melting Point	: < -18 °C (< -0.4 °F)
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not applicable
Flammability (solid, gas)	: Not available
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Specific Gravity	: 1.26 - 1.34
Solubility	: 100%
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Bases, oxidizers, metals, water reactive materials.

Hazardous Decomposition Products: None expected under normal conditions of use.

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Causes severe skin burns and eye damage.

pH: 1.4 – 3.0

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 – 3.0

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: Causes severe irritation which will progress to chemical burns.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Quaternary Ammonium Polymer	
LD50 Oral Rat	3000 mg/kg
Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Persistence and Degradability

Clar+Ion® A402H	
Persistence and Degradability	Not established.

Bioaccumulative Potential

Clar+Ion® A402H	
Bioaccumulative Potential	Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Quaternary Ammonium Polymer	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+Ion® A402H
Immediate (acute) health hazard.

US TSCA Flags

Chemical Name (CAS No.)	US TSCA Flags/ Other Information
Quaternary Ammonium Polymer	XU - XU - indicates a substance exempt from reporting under the Inventory Update Reporting Rule, i.e., Partial Updating of the TSCA Inventory Data Base Production and Site Reports (40 CFR 710(C)).

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Quaternary Ammonium Polymer	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Quaternary Ammonium Polymer
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Quaternary Ammonium Polymer

Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Quaternary Ammonium Polymer	Yes	No	Yes	No	No	No	No	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCs	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Quaternary Ammonium Polymer	Yes	Yes	No	No	No	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 05/24/2017

Revision Summary

Section	Change	Date Changed
2	Classification modified	04/10/2017
3	Data modified	04/10/2017
4	Language modified	04/10/2017
5	Language modified	04/10/2017
5	Language modified	04/10/2017
6	Language modified	04/10/2017
7	Language modified	04/10/2017
8	Language modified	04/10/2017
10	Language modified	04/10/2017
11	Data modified	04/10/2017
12	Language modified	04/10/2017
13	Language modified	04/10/2017
14	Language modified	04/10/2017
15	Language modified	04/10/2017
16	Language modified	04/10/2017

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H402	Harmful to aquatic life
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard

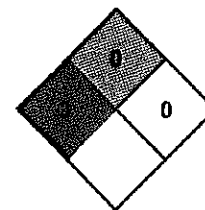
: 3 - Materials that, under emergency conditions, can cause serious or permanent injury.

NFPA Fire Hazard

: 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard

: 0 - Material that in themselves are normally stable, even under fire conditions.



HMIS Rating

Health

: 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability

: 0 Minimal Hazard

Physical

: 0 Minimal Hazard

PPE

See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer

LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations

Clar+Ion® A402H

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law

TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United States Toxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 05, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=a402h&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=a402h&PlantState=Texas+TX&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Odem, TX

Polymer Blends

Trade Designation

Clar+Ion® A402H[AL] [PY]

Product Function

Coagulation & Flocculation

Max Use

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 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 9.32 acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, as Requested by Juan Maldonado.

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 9.32 acre tract of land out of Lot 4, Block 47, 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

September 11, 2020

Roberto Escobar
Planning Director
709 S. Nebraska Ave
San Juan, TX 78589

Mr. Roberto Escobar:

As a qualified voter and owner of the following described property which is partially inside the San Juan City Limits, hereby voluntarily petition the Board of Commissioners of said city, to Annex the attached portion which is excluded.

The property located at Earling Road and Cesar Chavez Road legally described as Alamoland Sugar Co. S. 5'00" - W 495' Lot 14 Block 47, 5.68 Ac is currently located within the City of San Juan. However an attached portion (same Lot 14, Blk 47) 9.32 Ac. GR 8.33 Ac Net is not in San Juan city limits.

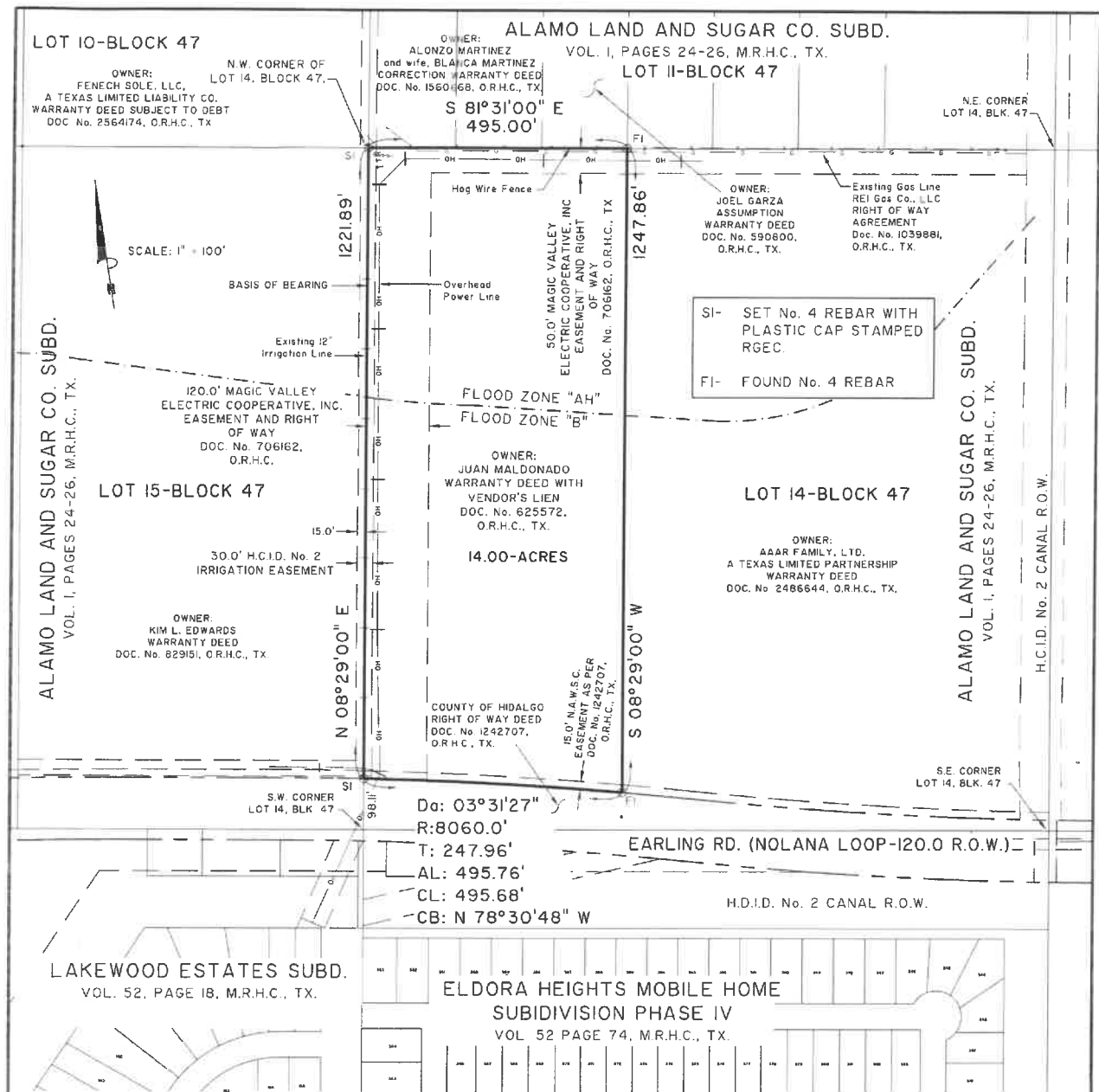
Respectfully,

Juan J. Maldonado
Juan J. Maldonado



**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Being 9.32 acre tract of land out of Lot 14, Block 47, 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 Juan Maldonado.
Wednesday, October 7, 2020	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Tuesday, October 13, 2020	Negotiate written service agreement with property owner and City.
Tuesday, October 27, 2020	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Tuesday, November 4, 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, November 24, 2020	City Commission holds public hearing on Voluntary Annexation.
Wednesday, December 2, 2020	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, December 22, 2020	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, January 12, 2021	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, January 26, 2021	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.



**SURVEY PLAT
OF
A 14.0 ACRE TRACT OF LAND, BEING
PART OF THE WEST 15.0 ACRES
(SAVE AND EXCEPT A 1.0 ACRE OF LAND
VESTED TO THE COUNTY OF HIDALGO AS
RECORDED IN DOCUMENT No. 1242707,
O.R.H.C., TEXAS) OF A 25.0 ACRE TRACT
OF LAND, BEING THE WEST 25.0 ACRES
OF LOT 14, BLOCK 47,
ALAMO LAND AND SUGAR
COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME I, PAGES 24-26, M.R.H.C., TX.**

R. Gutierrez Professional Engineers & Land Surveyors
Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78777
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101052.00

ANY CERTIFICATION EXPRESSED OR IMPLIED
HEREIN IS INVALID WITHOUT THE ORIGINAL
SIGNATURE AND SEAL OF PABLO SOTO, JR.
ALTERATION OF THIS DOCUMENT, EXCEPT BY A
LICENSED LAND SURVEYOR IS ILLEGAL.

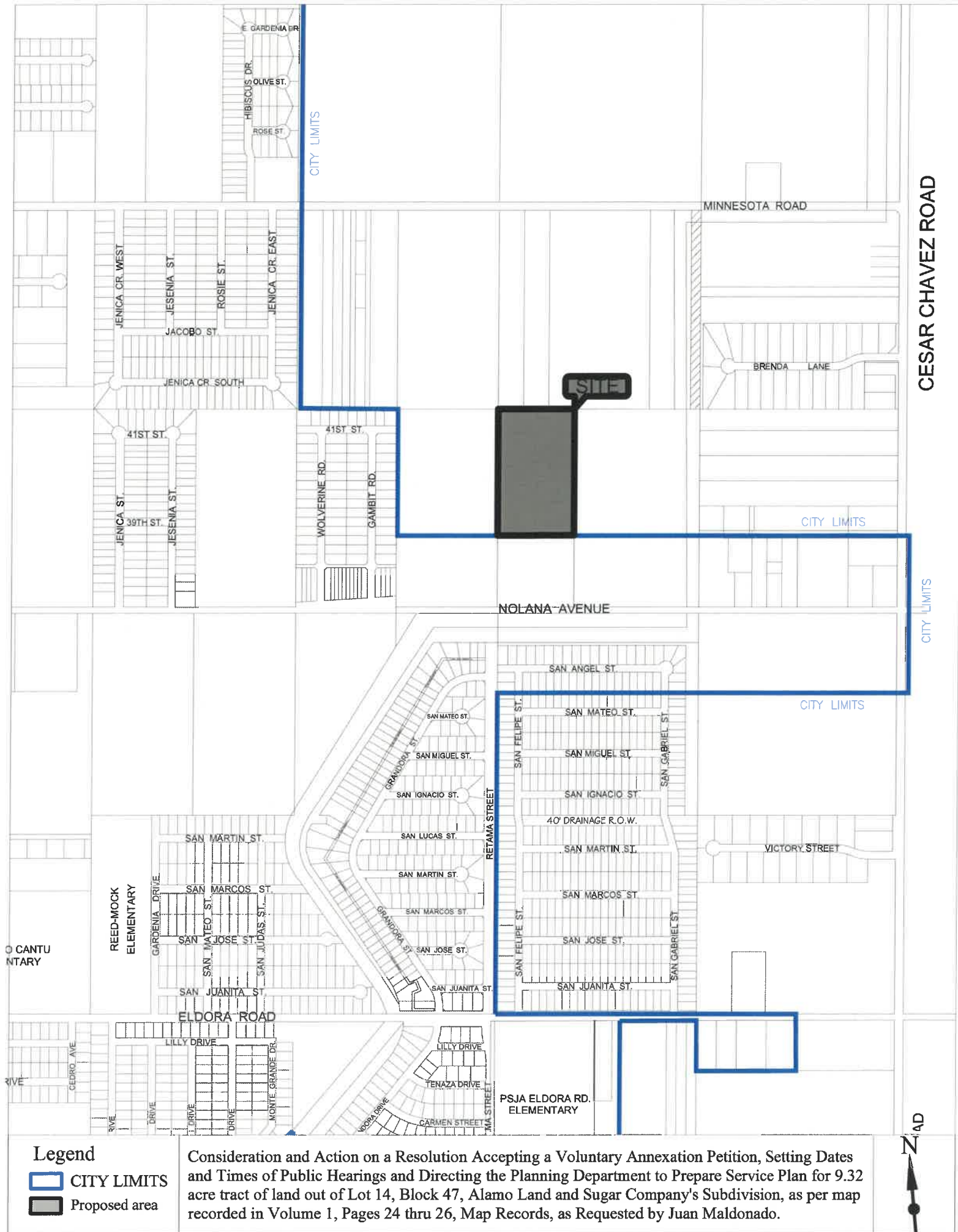
I, PABLO SOTO, JR., HEREBY STATE THAT
THIS SURVEY WAS PERFORMED ON THE
GROUND UNDER MY SUPERVISION AND THAT
THIS SURVEY CORRECTLY REPRESENTS THE
FACTS FOUND AT THE TIME OF THE SURVEY.

PABLO SOTO, Jr. - H.P.L.S. No. 4541

Date: 4/18/16

This plat was prepared without the benefit of a title research.

FLOOD ZONE	☐ A ☐ A0 ☐ C ☐ X	Com. Panel No.: 480334 0425 C
	☒ AH ☐ B ☐ D ☐ OTHER	MAP REVISED: NOVEMBER 16, 1982
Description: Areas between limits of the 100-yr & 500-yr flood; or certain areas subject to 100-yr (B) flooding with average depths less than (1) foot or where the contributing drainage area is less than 1 square mile; or areas protected by levees from the base flood.		
(AH) Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 100.0		
Client:	Mailing Address:	City: State: Zip Code:
JUAN J. MALDONADO	504 E. SIOUX RD.	San Juan TX 78589
Job No.: SUR16.025	FB: 556	Drawn By: RG
Date: APRIL 13, 2016	PG: 03	Checked By: PS



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 November 24, 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 December 22, 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 **27th day of October, 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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), DST Family Limited Partnership and the City of San Juan.

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires for an agreement between the corporation, the City of San Juan and the property owner be signed and executed before the corporation will allow the installation of fire hydrants and water lines.

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

RECOMMENDATION:

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

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS

COUNTY OF HIDALGO

§ BETWEEN:
§ NORTH ALAMO WATER SUPPLY
§ CORPORATION AND CITY OF SAN
§ JUAN
§

**WATERLINE ACCESS AGREEMENT
(with City)**

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

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

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

WHEREAS, DST Family Limited Partnership ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A"**, San Juan & El Dora Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

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

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

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

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

on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

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

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

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES

NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

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

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

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

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

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

annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.
18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

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

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals executed and effective as of the ____ day of _____, 20 ____.

ATTEST:

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

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of
_____20_____.

Notary Public in and for the State of Texas

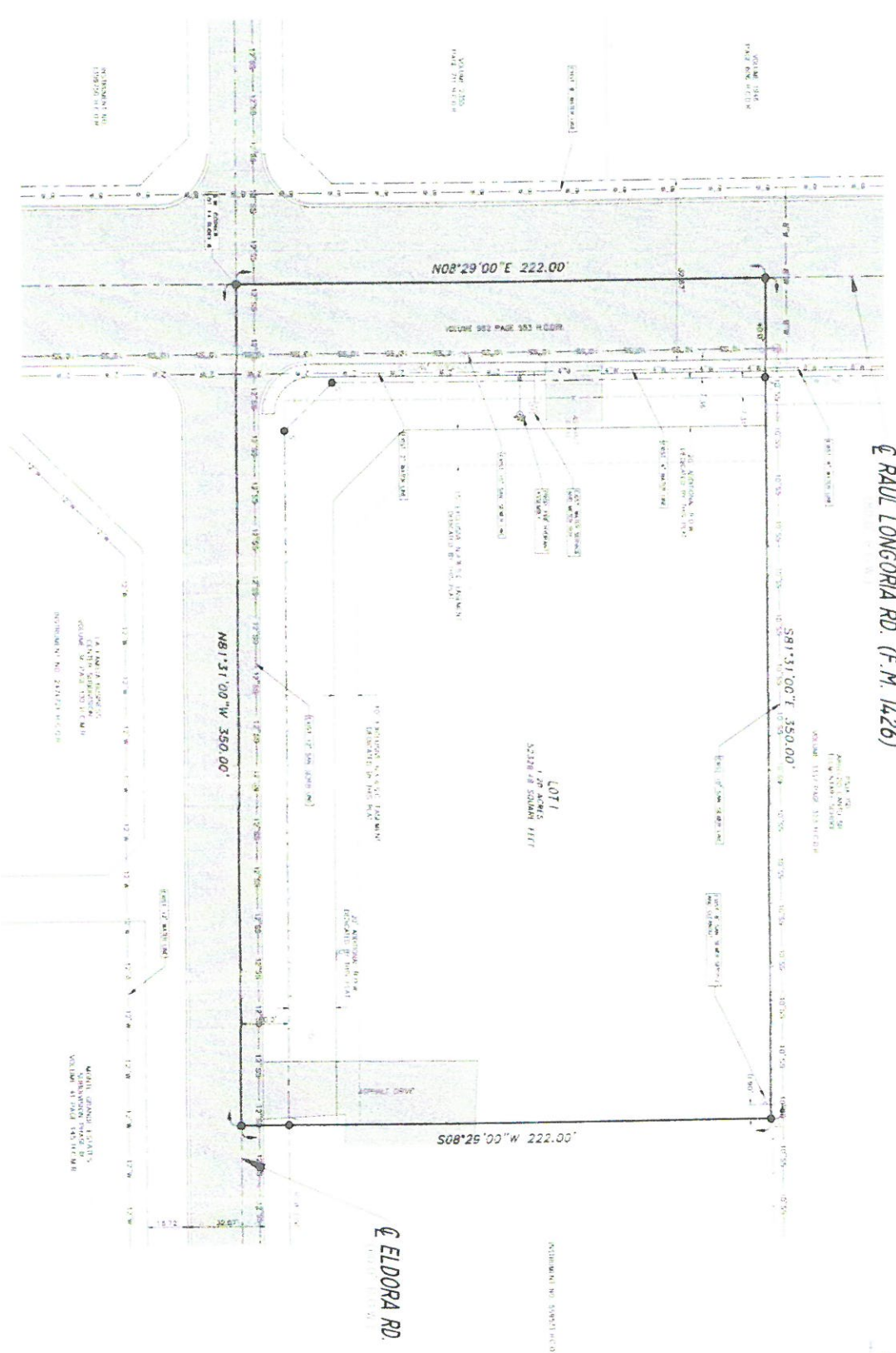
EXHIBIT "A"

A 1.78 Acre tract of land, being a portion of Lot 14, Block 8, JOHN CLOSNER SUBDIVISION as recorded in Volume 0, Pages 4 and 5, Map Records, Hidalgo County, Texas, being that certain tract described in Correction Warranty Deed recorded in Document No. 2779423, Official Records, Hidalgo County, Texas.

EXHIBIT "B"

Fire Hydrant Installation

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



RAUL LONGORIA RD. (F.M. 1426)

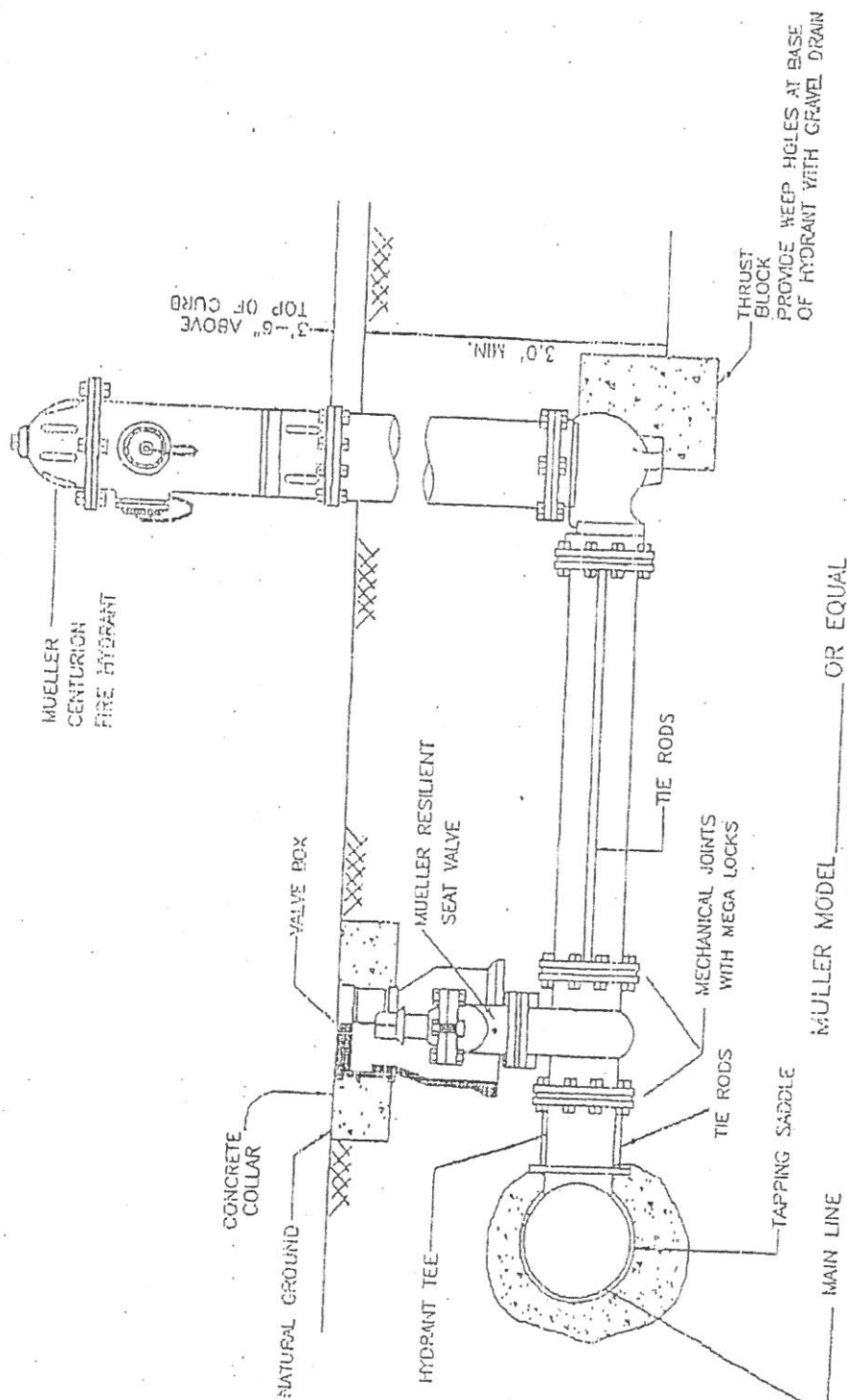
ELDORA RD.

00
00

PROJECT: UTILITY SHEET
AZIZ QUICK STOP
SAN JUAN, TEXAS

R.E. Garcia
Associates

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
114 NORTH 12TH AVE
DOWNSBORO, TEXAS 79624 (940) 744-1001
EMAIL: REGARCIA@GMAIL.COM



MUeller MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, DST FAMILY LIMITED PARTNERSHIP AND THE CITY OF SAN JUAN

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

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

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

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

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

READ, CONSIDERED and APPROVED this the 27th day of October, 2020.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

DIANA CAVAZOS
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
OCTOBER 27, 2020

Consider and Approve Resolution Authorizing the Creation of the Rio Grande Valley Regional 9-1-1 Emergency Communication District (ECD) as Requested by the Lower Rio Grande Valley Development Council.

STAFF COMMENTS AND RECOMMENDATIONS:

In the recent legislative session SB 1108/HB 3462 allows Councils of Governments/Regional Planning Commissions to establish a Regional Emergency Communications District (ECD). There are potential advantages and opportunities to our benefit by creating an EDC. The new law requires the governing body of each entity now served to pass a resolution calling for the creation of the ECD.

RECOMMENDATION:

Staff Recommends Approval of Resolution.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



Lower Rio Grande Valley Development Council

Mayor Jim Darling, McAllen.....	President
Judge Aurelio "Keter" Guerra, Willacy County	1 st Vice President
Mayor Ambrosio "Amos" Hernandez, Pharr	2 nd Vice President
Mayor Chris Boswell, Harlingen.....	Secretary
Mayor Trey Mendez, Brownsville.....	Treasurer
Mayor David Suarez, Weslaco.....	Immediate Past President

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Johnny Garcia
Councilman, Edinburg

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

George Rivera
Mayor, Palm Valley

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin "Ben" Gomez
Mayor, San Benito

Marco "Markie" Villegas
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Norma G. Garcia
Member-at-Large

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Patiño Houle
Grassroots Organizations

EXECUTIVE DIR
Manuel "Manny" Cruz

September 18, 2020

Honorable Mario Garza
City of San Juan
709 S. Nebraska St.
San Juan, TX 78589

Dear Mayor Mario Garza:

The Lower Rio Grande Valley Development Council (LRGVDC) currently administers the State's 9-1-1 Program for your city/county, as directed by legislation enacted in 1987. LRGVDC – Emergency Communications/9-1-1 has more than met the legislative charge of providing emergency dispatch centers with the latest and best available equipment and technology, and assuring that this equipment and technology are operating or backed up on a 24 hour/365 day basis.

I am writing this letter to you on behalf of the LRGVDC Board of Directors, which is made up of elected and appointed officials from the entities which are served by the LRGVDC 9-1-1 program. We believe there is a positive opportunity for the participants in the LRGVDC program to have a real and larger impact on policy and fiscal matters than is now available through the state administrative program.

In the most recent legislative session, the Health and Safety Code was amended by SB 1108/HB 3462 to permit Councils of Governments/Regional Planning Commissions to establish Regional Emergency Communications Districts (ECD). We see a lot of potential advantages and opportunities that would be to our benefit by creating an ECD. I will attempt to lay out our reasoning in the following paragraphs.

Currently, our citizens and businesses are charged 50 cents on their phone bills to pay for 9-1-1 services. This money is remitted to and held by the state until the legislature appropriates all or part of the funds collected to the Texas Commission on State Emergency Communications (CSEC). CSEC then allocates these funds to councils of governments. The problem is that the Legislature does not always appropriate all of the funds collected, but rather retains some of the funds to show (on paper) a balanced state budget.

If we were to create an Emergency Communication District (ECD), the monies collected through the maximum 50 cent fee would be remitted in their entirety to this district. The major benefit from this, aside from all the funds collected in our region coming back to it, is that a long-range strategic plan could be adopted outlining future capital improvements and replacements for our dispatch centers based on a known and reliable stream of revenue. Under the present situation, we have no certainty of the amount of funding that the region will receive during any given biennium. This results in a lot of inefficiencies because long-term planning for capital equipment is difficult to do.

The other major benefit to being realized from having our district is one of local control. Policy and budgetary matters would be decided by a Board of Directors consisting of local elected officials from entities served by the LRGVDC 9-1-1 Program. The new law specifies that councils of governments, LRGVDC in our case, will continue as staff to the district. This assures that there will be no disruption to the current services provided to our citizens and businesses through the already existing dispatch centers.

The new law requires that the governing body of each entity now served by a council of governments pass a resolution calling for the creation of an ECD. Our 16 PSAPs and LRGVDC Board of Directors have already indicated an interest in doing so and have approved the resolution that is being presented. Thus, we are now reaching out to everyone to execute the resolution. Please let us know of your preference and/or if you would like to have a meeting to learn more about this matter and to get any questions answered. Also, enclosed is the approved sample resolution, which can be used to support the creation of an ECD. I would encourage you to contact Hector Chapa, Assistant Director at 956.682.3481 Ext. 143 with any technical questions.

Please contact us if you would like to meet with us or as soon as you execute the resolution so we can make arrangements to collect the document. I would also encourage you to call me at 956-279-4130 if you have any questions.

Sincerely,



Manuel Cruz,
Executive Director

Cc: Benjamin Arjona, City Manager

CITY OF SAN JUAN

RESOLUTION# _____

A RESOLUTION AUTHORIZING THE CREATION OF THE RIO GRANDE VALLEY REGIONAL
9-1-1 EMERGENCY COMMUNICATIONS DISTRICT.

- WHEREAS,** Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the “act”), provides the creation of a Regional Emergency Communications District: and
- WHEREAS,** the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission: and
- WHEREAS,** the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the “District”): and
- WHEREAS,** as of May 25, 1989, the City of SAN JUAN exclusively receives 9-1-1 system services operated through the Council of Governments, a regional planning commission.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SAN JUAN
AUTHORIZES THE CREATION OF 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT**

Passed and approved on the 27th day of October, 2020 at a regularly scheduled City
Commission Meeting of the City of San Juan , Texas.

APPROVED:

Mayor: Mario Garza

ATTEST:

City Secretary: Diana Cavazos



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: October 9, 2020
Subject: Monthly Collection Report – September 2020

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2019	2018	2017	2016	2015
Tax Levy	7,793,728.78	7,286,363.64	7,112,363.88	6,638,277.98	6,363,985.51
Adjustment to date	(31,767.84)	(16,319.15)	(4,985.64)	(19,259.27)	2,492.92
Adjusted Tax Levy	7,761,960.94	7,270,044.49	7,107,378.24	6,619,018.71	6,366,478.43
Collections to date	7,396,486.76	6,913,739.06	6,751,777.82	6,232,308.52	6,006,559.85
Percentage Collected	95.29%	95.10%	95.00%	94.16%	94.35%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
SEPTEMBER 2020**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2019/2020	COLLECTED 2018/2019
2019 TAX ROLL	7,793,728.78	7,396,486.76	-	(31,767.84)	365,474.18✓	95.29%	94.70%
2018 & PRIOR YRS	1,392,850.34	327,317.29	(7,741.98)	(22,744.66)	1,035,046.41✓	24.03%	25.01%
ROLLBACK	62,463.19	63,200.16		736.97	(0.00)✓	100.00%	0.00%
TOTALS	9,249,042.31✓	7,787,004.21✓	(7,741.98)	(53,775.53)	1,400,520.59✓		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2020

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	26,596.27	(162.77) CURRENT
CURRENT YEAR-P&I	4,692.59	
PRIOR YEARS-BASE TAX	13,562.77	(10,391.18) PRIOR
PRIOR YEARS-P&I	7,202.96	
ROLLBACK		ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	5,894.02	PURGED
TOTAL COLLECTIONS	57,948.61	(10,553.95)
LESS TRANSFERRED	44,049.96	
LESS IN TRANSIT	10,520.68	
LESS DUE TO HCAD COMM. FEE	1.97	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

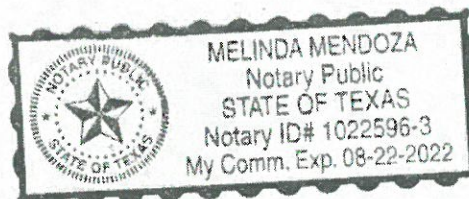
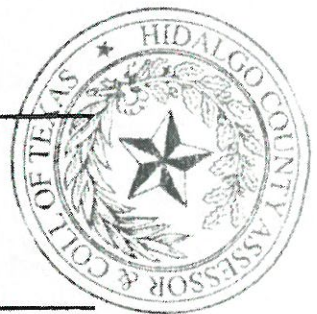
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER 2020 IS CORRECT.

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

SWORN AND SUBSCRIBED BEFORE ME THIS 6TH DAY OF OCTOBER 2020 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF SEPTEMBER 2020

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2019-2020</u>	<u>2018-2019</u>	<u>DIFFERENCE</u>
<u>2019 CURRENT</u>			
ORIGINAL LEVY	7,793,728.78	7,286,363.64	507,365.14
MODIFICATIONS	(31,767.84)	(14,818.41)	(16,949.43)
CURRENT LEVY	7,761,960.94	7,271,545.23	490,415.71
CURRENT COLLECTIONS THIS MONTH	26,596.27	37,440.76	(10,844.49)
CURRENT COLLECTIONS TO DATE	7,396,486.76	6,886,059.71	510,427.05
OUTSTANDING TO DATE	365,474.18	385,485.52	(20,011.34)
PERCENT COLLECTED/ORIGINAL	94.90%	94.51%	0.39%
PERCENT COLLECTED/MODIFIED	95.29%	94.70%	0.59%
TOTAL COLLECTIONS FISCAL YEAR	7,396,486.76	6,886,059.71	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,392,850.34	1,400,698.14	(7,847.80)
MODIFICATIONS	(30,486.64)	(18,543.58)	(11,943.06)
DELINQUENT LEVY	1,362,363.70	1,382,154.56	(19,790.86)
DELINQUENT COLLECTIONS THIS MONTH	13,562.77	12,726.12	836.65
DELINQUENT COLLECTIONS TO DATE	327,317.29	345,609.65	(18,292.36)
OUTSTANDING TO DATE	1,035,046.41	1,036,544.91	(1,498.50)
PERCENT COLLECTED/ORIGINAL	23.50%	24.67%	-1.17%
PERCENT COLLECTED/MODIFIED	24.03%	25.01%	-0.98%
TOTAL COLLECTIONS FISCAL YEAR	327,317.29	345,609.65	
<u>ROLLBACK</u>			
ORIGINAL LEVY	62,463.19	0.00	62,463.19
MODIFICATIONS	736.97	62,463.19	(61,726.22)
ROLLBACK LEVY	63,200.16	62,463.19	736.97
ROLLBACK COLLECTIONS THIS MONTH	736.97	0.00	736.97
ROLLBACK COLLECTIONS TO DATE	63,200.16	0.00	63,200.16
OUTSTANDING TO DATE	0.00	62,463.19	(62,463.19)
PERCENT COLLECTED/ORIGINAL	101.18%	#DIV/0!	#DIV/0!
PERCENT COLLECTED/MODIFIED	100.00%	0.00%	100.00%
TOTAL COLLECTIONS FISCAL YEAR	63,200.16	0.00	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS AS OF SEPTEMBER 2020

37

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	PRIOR RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
1-Sep	1,871.52	301.35			335.70	121.63			335.95		2,966.15		2,966.15	
2-Sep	2,479.63	461.92			2,029.56	1,135.71			458.82		6,565.64		6,565.64	
3-Sep	2,017.10	366.87			381.52	107.88			388.33		3,261.70	9,417.49	(6,155.79)	10-Sep
4-Sep	1,790.92	304.79			730.05	467.05			359.05		3,651.86	3,651.86	0.00	11-Sep
8-Sep	1,839.88	252.40			453.34	300.19			301.82		3,147.63	3,147.63	0.00	14-Sep
9-Sep	1,758.64	278.06			733.12	346.50			356.85		3,473.17	3,473.17	-	15-Sep
10-Sep	1,335.06	231.97			607.67	285.32			328.42		2,789.44	2,789.44	-	16-Sep
11-Sep	1,036.44	207.32			371.13	142.09			263.55		2,020.53	2,020.53	(0.00)	17-Sep
14-Sep	1,231.97	241.55			186.23	73.43			255.46		1,988.64	1,988.64	-	18-Sep
15-Sep	789.37	150.65			836.41	539.98			311.00		2,627.41	2,627.41	-	21-Sep
16-Sep	1,679.10	304.59			453.88	160.61			360.68		2,958.86	2,958.86	(0.00)	22-Sep
17-Sep	526.68	105.34			206.08	66.59			135.70		1,040.39	1,040.39	-	23-Sep
18-Sep	527.34	105.47			66.75	32.05			109.74		841.35	841.35	-	24-Sep
21-Sep	583.44	117.53			99.94	31.98			125.12		963.01	963.01	0.00	25-Sep
22-Sep	1,006.17	146.35			558.36	223.56			226.86		2,161.30	2,161.30	-	28-Sep
23-Sep	379.52	75.90			234.44	138.90			124.32		953.08	953.08	(0.00)	29-Sep
24-Sep	700.40	89.19			3,046.51	1,996.98			182.72		6,015.80	6,015.80	-	30-Sep
25-Sep	1,047.53	193.49			589.60	257.96			291.70		2,380.28	2,380.28	(0.00)	1-Oct
28-Sep	520.30	104.04			233.27	77.29			128.90		1,063.80	1,063.80	-	2-Oct
29-Sep	1,160.07	231.99			335.08	119.61			263.21		2,109.96	2,109.96	(0.00)	5-Oct
30-Sep	2,309.19	421.82			1,074.13	577.65			585.82		4,968.61	4,968.61	1.97	6-Oct
TTL	26,596.27	4,692.59	0.00	0.00	13,562.77	7,202.96	0.00	0.00	5,894.02	0.00	57,948.61	54,570.64	3,377.97	

OVERALL TOTAL	57,948.61
LESS REFUNDS	0.00
LESS HCAD COMM FEES	1.97
LESS COMM/COST (Increased by)	3,376.00
BALANCE	54,570.64
LESS TRANSFERRED	44,049.96
LESS TRANSF IN TRANSIT	10,520.68
BALANCE PENDING	0.00

FISCAL START: 10/01/2019 END: 09/30/2020 JURISDICTION: 0037 CITY OF SAN JUAN

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	7,793,728.78	162.77-	31,767.84-	26,596.27	7,396,486.76	365,474.18	95.29	2,584.90-
2018	356,305.43	763.12-	6,991.37-	4,587.59	171,287.56	178,026.50	49.04	1,364.07-
2017	172,231.23	581.21-	4,077.41-	2,115.58	55,477.61	112,676.21	32.99	1,131.87-
2016	118,736.66	557.92-	1,551.30-	1,449.83	28,766.49	88,418.87	24.55	1,066.60-
2015	91,354.55	557.92-	4,502.66-	629.42	14,391.49	72,460.40	16.57	745.05-
2014	73,241.60	508.15-	632.18-	382.37	9,389.17	63,220.25	12.93	628.15-
2013	65,419.92	589.77-	725.73-	230.02	7,331.61	57,362.58	11.33	725.73-
2012	60,516.06	751.32-	887.28-	754.15	5,220.23	54,408.55	8.75	887.28-
2011	70,520.46	746.39-	882.35-	868.21	5,260.36	64,377.75	7.55	882.35-
2010	53,920.06	746.39-	882.35-	712.24	4,318.36	48,719.35	8.14	882.35-
2009	54,210.46	746.39-	984.44-	157.38	4,269.45	48,956.57	8.02	746.39-
2008	44,202.26	699.97-	1,054.08-	346.49	4,211.46	38,936.72	9.76	828.70-
2007	35,381.66	669.07-	858.63-	222.82	1,817.83	32,705.20	5.27	669.07-
2006	31,434.17	587.08-	966.88-	134.93	1,514.93	28,952.36	4.97	663.44-
2005	26,794.33	577.60-	940.58-	238.30	1,402.14	24,451.61	5.42	637.11-
2004	20,530.06	291.16-	453.93-	244.87	1,837.90	18,238.23	9.15	291.16-
2003	20,910.32	280.15-	280.15-	229.38	1,695.54	18,934.63	8.22	280.15-
2002	16,234.58	238.59-	238.59-	149.88	1,460.20	14,535.79	9.13	238.59-
2001	14,328.54	242.66-	242.66-	70.28	1,575.57	12,510.31	11.19	242.66-
2000	12,434.30	243.63-	243.63-	0.00	999.17	11,191.50	8.20	243.63-
1999	12,744.06	12.69-	1,693.64-	39.03	1,142.18	9,908.24	10.34	12.69-
1998	41,399.63	.00	1,396.80-	0.00	3,948.04	36,054.79	9.87	0.00
***	9,186,579.12	10,553.95-	62,254.48-	40,159.04	7,723,804.05	1,400,520.59		15,751.94-

**CITY OF SAN JUAN, TEXAS
AS OF SEPTEMBER 2020**

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjstid Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,626.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjstid Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstid Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstid Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,937,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)

6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjstid Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)

6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjstid Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)												
6,026,969.81												
Adjustments	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjusted Levy	(34.83) 6,026,934.98	4,339.90 6,031,309.71	2,590.79 6,029,560.60	(5,378.19) 6,021,591.62	(6,015.81) 6,020,954.00	(8,260.56) 6,018,709.25	(11,819.73) 6,015,150.08	(8,375.80) 6,018,594.01	(12,883.52) 6,014,086.29	(15,059.23) 6,011,910.58	(15,348.77) 6,011,621.04	(16,498.87) 6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52
Levy 2012 (12-13 YR)												
5,863,668.66												
Adjustments	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjusted Levy	- 5,863,668.66	- 5,863,668.66	7,624.63 5,871,293.29	8,071.65 5,871,740.31	6,337.14 5,870,005.80	25,567.07 5,889,235.73	(6,855.00) 5,856,813.66	(7,107.30) 5,856,561.36	(13,669.36) 5,849,999.30	(13,669.36) 5,849,999.30	(14,510.29) 5,849,158.37	(15,355.04) 5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43
Levy 2011 (FY 11-12)												
5,807,342.89												
Adjustments	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjusted Levy	(434.68) 5,806,908.21	9,757.00 5,817,099.89	7,191.02 5,814,533.91	6,935.04 5,814,277.93	6,744.28 5,814,087.17	2,616.92 5,809,959.81	1,327.13 5,808,670.02	(8,800.15) 5,798,542.74	(8,800.15) 5,798,542.74	(8,800.15) 5,798,542.74	(8,800.15) 5,798,542.74	(16,234.68) 5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04
Levy 2010 (FY 10-11)												
5,689,359.60												
Adjustments	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjusted Levy	(369.63) 5,688,989.97	(2,132.72) 5,687,226.88	(365.30) 5,688,994.30	(4,388.62) 5,684,970.98	(4,901.42) 5,684,458.18	(5,178.87) 5,684,180.73	(6,706.52) 5,682,653.08	(2,962.02) 5,686,397.58	(4,257.62) 5,685,101.98	(11,079.53) 5,678,280.07	(11,173.60) 5,678,186.00	(11,810.88) 5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64
Levy 2009 (FY 09-10)												
5,701,885.79												
Adjustments	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjusted Levy	- 5,701,885.79	7,424.84 5,709,310.63	16,530.13 5,718,415.92	14,684.93 5,716,570.72	14,684.93 5,716,570.72	(14,062.27) 5,687,823.52	(15,130.69) 5,686,755.10	(14,892.39) 5,686,993.40	(21,523.95) 5,680,361.84	(22,109.34) 5,679,776.45	(23,755.08) 5,678,130.71	(24,108.71) 5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47
Levy 2008 (FY 08-09)												
5,024,376.42												
Adjustments	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjusted Levy	2,627.82 5,027,004.24	36,019.13 5,060,395.55	60,676.90 5,085,053.32	60,676.90 5,085,053.32	52,123.47 5,076,499.89	29,177.11 5,053,553.53	27,155.50 5,051,531.92	23,864.16 5,048,240.58	23,055.80 5,047,432.22	23,055.80 5,047,432.22	23,047.86 5,047,424.28	22,638.15 5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68
Levy 2007 (FY 07-08)												

4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjst'd Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01
Levy 2006 (FY 06-07)												
3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
Adjst'd Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18
Levy 2005 (FY 05-06)												
3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjst'd Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28
PREPARED BY: Leroy Gonzales												
October 9, 2020												

MINUTES OF SPECIAL EMERGENCY CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Monday, March 16, 2020

TIME: 5:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Leonardo “Lenny” Sanchez, Mayor Pro-Tempore
Jesus “Jesse” Ramirez, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Ricardo Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called meeting to order at 6:00p.m.

II. PRESENTATIONS

- A. The San Juan City Commission is Calling an Emergency Meeting in Accordance to the Texas Open Meetings Act, Section 551.045 Regarding Threat to Public Health – Coronavirus Disease (COVID-19).

DISCUSSION: Benjamin Arjona, City Manager greeted the City Commission, staff and community members for their attendance. Mr. Arjona stated he had spoken to the Mayor the night before and had requested for a special called meeting although it may not be a catastrophic event yet, the Coronavirus is not to be taken lightly. Mr. Arjona added staff he had gotten together with staff on conference calls with the Texas Health Department and with Hidalgo County to put this presentation together for you all. Chief Tirso Garza will explain what to look for, what precautionary measures to take, what is the state of Texas actually working on and Hidalgo County. Mr. Arjona stated it was an epidemic a couple of weeks ago now it’s a pandemic. Mr. Arjona added it is a virus that is spreading around the world quickly not just in the United States but proactive measures are being taken to contain it to a minimum.

Chief Tirso Garza stated everyone's has been hearing about coronavirus on the news the steps that we are taking are to mitigate the spread were discussed this morning with City Manager and Directors. Chief Garza further stated at 2:00 p.m. the president and CDC reduced the amount for gatherings from 50 to 10 people with a social distance of 6 feet to alleviate some of the spreading. Chief Garza added the spread is from person to person by respiratory droplets produced by an infected person and landing on a person nearby via cough or sneeze or by touching surfaces that have the virus and then touching the mouth, nose or eyes. Chief Garza stated many events have been cancelled throughout the state and local jurisdictions, I just received a notification that the livestock show has been cancelled and all operations have been seized. Mayor Garza stated he got word that PSJA ISD also extended an additional week of Spring Break and asked if it was correct to which Chief Garza responded correct.

Chief Tirso Garza stated symptoms are similar to the influenza and it ranges from mild symptoms to severe illness and possible death. Chief Garza further stated symptoms included fever, cough and shortness of breath and could possibly take 2 to 14 days for symptoms to appear. Chief Garza added the department had been placing informational fliers in all city buildings in English and Spanish about the Coronavirus to make the public aware. Chief Garza stated to prevent it residents must avoid being near people that may be infected and advised to stay home if they feel ill to prevent the virus from spreading. Chief Garza added the Center of Disease Control does recommend for people that are infected, health workers and people who are caring for someone who is in closed settings such as at home or health care facilities. Chief Garza further stated it is recommended for everyone to wash their hands with soap and water for at least 20 seconds especially after going to the restroom, before eating and after coughing or sneezing.

Chief Garza stated if an individual is infected they must restrict their activities outside the home and isolate from other people. Chief Garza further stated if visiting a doctor they must make the facility aware so they can take the preventative measures necessary to avoid the spreading. Chief Garza added avoid sharing personal items; clean all surfaces such as table tops, door knobs, bathroom fixtures, toilets, phones, bedside tables and keyboards. Chief Garza further stated he spoke to City Manager regarding additional personnel to disinfect the areas. Mayor Mario Garza stated staff would have to clean the facilities more frequently to which Chief Garza responded staff needed to wear gloves at all times. Mayor Mario Garza asked if the City had protective gear to which Chief Garza responded the department had been trying to place an order last week but everything is in backorder although he could provide maintenance people with gloves until they are in stock. Mayor Garza asked how often building maintenance would be cleaning to which Chief Garza responded every hour was part of the action plan that will be put in place and the guidelines from the CDC and the county would be followed. Chief

Garza stated on the conference call the state is trying to finalize numbers to decide if it's necessary to elevate to a level 2 but notification would be sent out regarding the agreement from today's discussion. Mayor Mario Garza asked in the conference call was with the County to which Chief Garza responded it was with the state and that the call with the county was regarding the minimal amount of resources at the moment and they will be giving them to the counties with the most confirmed positive cases. Chief Garza added a notification was received for the department of emergency management to keep track of all expenses incurred for COVID-19 because of a possible reimbursement. Mayor Garza asked if the reimbursement was through the state to which Chief Garza responded yes, I will be meeting with all department directors for in reference to all items that are purchased and an action plan will be put in place.

Mayor Mario Garza asked if any known numbers had been reported for the area since there was a rumor there's one right now to which Chief Garza responded he had not received any confirmed cases from the County although the state is pending some test results from 300 individuals. Mayor Garza asked if it is expected for the number to go up to which Chief Garza responded yes, there are some requirements such as symptoms that must be met before being tested. Mayor Garza asked God forbid it were to happen but if we had a positive case in the community is there a place for them to quarantine to which Chief Garza responded the only information the state would release would be the county, age and gender of the individual with no name because of HIPAA violation. Chief Garza added Eddie Olivarez with Hidalgo County had confirmed there are no confirmed cases for the county. Mayor Garza asked if the number of gatherings was reduced from 50 to 10 to which Chief Garza responded yes. Mayor Garza stated he had spoken to Mr. Arjona before the meeting regarding the City Commission meetings and how changes will have to be made since we do get about 7 citizens that come in. Mayor Garza added he had mentioned to Mr. Arjona to not have directors present at the meeting since they are very thorough on the reports only available for any questions the Commission might have. Mayor Garza stated the Commission would have to decide based on the agenda if a meeting should be held or not to which Chief Garza responded it could be livestreamed or through conference call. Mayor Garza stated the public could not be kept out of the meetings and measures had to be taken to figure it something for example for this emergency meeting we were able to have it without meeting the 72 hour requirement. Ricardo Palacios, City Attorney stated there are exemptions to the acts that would allow the City Commission to have meetings.

Tirso Garza, Fire Chief stated there had been a discussion earlier regarding the quality of the water the city currently has since residents are starting to hoard bottled water. Chief Garza further stated the city has superior water and the water system from the city may alleviate some of the issues with the cases of water that are being hoarded. Mayor Mario Garza asked if the quality of water could be promoted on

social media and on the city website. Benjamin Arjona, City Manager stated he had spoken to Mr. Salinas regarding the city water and asked Mr. Salinas to come to the podium. Mr. David Salinas, Utilities Director greeted the Mayor and Commissioners. Mr. Salinas stated the topic was brought up at a conference last week with the state. Mr. Salinas further stated through the state and the quality standards viruses are targeted in the water system and by law have to be removed through a logging activation which inactivates a 99% of all viruses. Mr. Salinas added both of the water plants are above a 4 which is the number that is required, plant #2 is consistently over a 4 which is about 99.99% of logging activation or removal of viruses and plant #1 is at a 14 which would be almost at nothing. Mr. Salinas added the water is treated on a daily basis and meets the requirements of quality standards. Mr. Salinas further added those samples are on top of the samples that are done at the plant every hour and those get reported to the state in which the reports are made available to the public through the website drinking water watch link.

Mayor Garza asked if the literature that was handed out to the Commission could be provided to the citizens in English and Spanish when they pay their water bills since many don't have internet access to which Mr. Benjamin Arjona responded most definitely the literature could be placed at the office and a link would be provided on the website. Mayor Pro Tem Leonardo "Lenny" Sanchez asked if the literature could be hand delivered to the residents instead of on the counter since some residents might not take them to which Mr. Arjona responded yes. Chief Tirso Garza stated the Police and Fire Department would continue business as usual services must be provided at 100% and added an email was received from Medcare stating they would be using EMD guidelines if the Fire or Police department wasn't needed to mitigate contamination. Mayor Pro Tem Sanchez asked if the Police and Fire Departments had all their protective gear to which Chief Garza responded yes all their gear was certified for circumstances like this.

Commissioner Ramirez asked considering the amount of people allowed at gathering whether it be 10 or 50 people how would that work with the library since they already have staff of 5 or 6 to which Mrs. Segin, Library Director responded she could let in 5 patrons at a time that is what other libraries are doing. Mr. Arjona added the recommended number from the CDC would be followed and it could be monitored. Commissioner Ramirez asked if there was a good amount of kids coming in to which Mrs. Segin responded it was slow. Commissioner Villegas stated to be proactive since now that classes are online the number might increase. Commissioner Ramirez asked who would monitor the restaurants and other businesses to which Chief Garza responded it would all depend on what the county declares and what the recommendation is. Commissioner Ramirez stated he knew the county judge recommended 50 to which Chief Garza responded that number had been changed soon after the meeting. Mr. Arjona

stated it had been changed to 10 people for public gatherings. Ricardo Palacios, City Attorney stated there were recommendations by the Governor and the Attorney's General Office regarding the public meetings were guidelines were set to allow telephone and videoconference meetings by the governing body. Mr. Palacios added certain requirements must be met such as: giving an electronic notice, a toll free number to dial in for public comments and a copy of the recorded meeting.

Chief Tirso Garza stated in case the City Commission decides to declare a state of emergency for the City, one would be prepared following the County's declaration. Mr. Arjona stated the informational packets would be available on the website and would be distributed at city facilities starting tomorrow.

III. ADJOURNMENT

Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to adjourn at 5:26 p.m. and was seconded by Commissioner Marco "Markie" Villegas. Motion passed (5-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF SPECIAL EMERGENCY CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Wednesday, March 18, 2020

TIME: 5:15 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Jesus “Jesse” Ramirez, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Ricardo Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary

ORDER OF BUSINESS

I. CALL MEETING TO ORDER

Mayor Mario Garza called meeting to order at 5:15 p.m.

II. PRESENTATION

- A. The San Juan City Commission is Calling an Emergency Meeting in Accordance to the Texas Open Meetings Act, Section 551.045 Regarding Threat to Public Health – Coronavirus Disease (COVID-19) Update and Declare the City of San Juan as State of Disaster and Local and Local Health Emergency.

DISCUSSION: Benjamin Arjona, City Manager greeted the City Commission, staff and community members for their attendance. Mr. Arjona stated Mayor Mario Garza would be declaring the City of San Juan as a State of Disaster to public health. Mr. Arjona added the declaration the Mayor would be reading was made pursuant to the Texas Disaster Act of 1975, which appoints Mayor Mario Garza as the Emergency Management Director, Chief Tirso Garza as the Emergency Management Coordinator and Mr. Arjona as the Public Information Officer for the City of San Juan. Mr. Arjona stated the act authorizes the use of all available resources to assist the City in response to the public health emergency related to Coronavirus disease. Mr. Arjona added there’s a couple of options to approve the declaration the first one is for the Mayor to declare it, which makes it good for 7 days or to approve it as a quorum

for 14 days. Mr. Arjona further added since a quorum was established his recommendation was to approve for the 14 days. Mayor Mario Garza proceeded to read and signed the Proclamation.

Commissioner Marco “Markie” Villegas made motion to approve the proclamation and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (4-0).

Mr. Arjona stated for peace of mind there hasn’t any confirmed cases in Hidalgo or Cameron County. Commissioner Marco “Markie” Villegas asked if those were the latest updates. Mayor Garza stated we have all been keeping up with the national and state news on the status of the epidemic and as you all know is something we need to take serious. Mayor Garza further stated at the City of San Juan we will be taking a proactive approach and asked the commission, directors and staff to get together maybe every other day or once a week in reference to where we stand to be prepared. Mayor Garza thanked first responders, police and fire and stated he appreciated all the hard work they do to protect the city. Mayor Garza added the City would be making some changes and Director’s would need to keep their staff informed: first responders will continue as normal, for the billing department payments will only be taken through the drive thru and asked for a recommendation for permits. Roberto Escobar, Planning Director responded individuals could apply for the permit through email to avoid coming in person. Mayor Garza stated his concern was for those that don’t have internet access, email accounts or access to computers to which Mr. Arjona responded he had already spoken to Mr. Escobar regarding that matter and they could make an exception and assist by appointment only.

Commissioner Jesus “Jesse” Ramirez stated if it would be best to put a halt to permits to avoid gatherings or inspectors going from house to house such as for garage sales at this time. Chief Garza responded he recommended meeting weekly and if there was a significant amount of permits make changes then. Commissioner Villegas stated he agreed with that anything moving forward would have to be updated constantly and changes would have to be made. Commissioner Villegas added any changes than need to be made could be decided on the next meeting by the City Commission as a whole. Mr. Arjona stated most definitely the next meeting coming up would be next Tuesday and the plan is to be meeting every Friday to see if the situation has escalated or remained the same it would be brought up to the Commission and there would be constant communication via text or email. Any changes would be blasted on Facebook on our webpage. Commissioner Villegas stated the reason he was asking was because everyday things were changing and what is being said today may not apply tomorrow so as long as the city is able to adapt to changes we would be alright.

Mayor Garza stated if there was a significant change then a meeting would be called for. Mayor Garza added all I ask is for directors to communicate with staff so that everyone is up to par and on the same

page in case God forbid anything came our way. Adelaida Cordero, Human Resources Director stated City Manager and Chief Garza have been doing really good communicating updates with all directors. Mayor Garza asked how will citizens ask for records, pay citations or meet with police officers to which Chief Gonzalez responded he had met with staff already and make changes recommended by City Manager, non-essential reports would be taken over the phone and for the reports that require investigative work we will go to those calls, and we are limiting the access to the lobby. Chief Gonzalez added citizens are getting notified they can get accident reports, which are the most common ones online. Mayor Garza stated the municipal court is doing that as well, it was explained to me earlier. Commissioner Ramirez asked if the Commission could be made aware of the day to day changes of what is going in case they receive any calls. Commissioner Ramirez further stated he had received a call from a Pastor asking for the number of people that could gather and he responded based on the last meeting to which Mr. Arjona responded there was a bit of confusion because at one point it was 50 people congregating in one building and then it went to 10 and then yesterday at a in a conference call with the county they said 50.

Commissioner Ramirez asked about the activity at the library to which Mrs. Segin responded they were limiting computer usage to 1 hour unless patrons were working on an application or taking a test. Commissioner Ramirez asked if they were disinfecting after each use to which Mrs. Segin responded they were disinfecting the chairs, tables, and computers. Mayor Garza asked if the sanitation services would continue as normal or if there were going to be changes to which Mr. Arjona responded there wouldn't be any changes.

III. ADJOURNMENT

Commissioner Ernesto “Neto” Guajardo made motion to adjourn at 5:31 p.m. and was seconded by Commissioner Marco “Markie” Villegas. Motion passed (4-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

CITY OF SAN JUAN SPECIAL CALLED MEETING

DATE: Friday, March 27, 2020

TIME: 12:15 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Leonardo “Lenny” Sanchez, Mayor Pro-Tempore
Marco “Markie” Villegas, Commissioner
Jesus “Jesse” Ramirez, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Criselda Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Juan Gonzalez, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks & Recreation
Roberto Escobar, Director of Planning
Roel Garza, Director of Sanitation/ Public Works
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

I. CALL TO ORDER

Mayor Mario Garza called meeting to order at 12:15 p.m.

II. PRESENTATION

A. Presentation of the Annual Financial Report for the City of San Juan, Texas, for Fiscal Year Ending September 30, 2019.

DISCUSSION: Mr. Manuel Garcia with Garcia & Pena, stated as you can see on page 7 and 8, there are all the government funds such as: general fund, debt service fund, economic development and our non-major government funds. Mr. Garcia added all of the funds indicate positive balances at the end of the year which at the bottom of the page under the total there are \$2,000,259.00, the debt service has \$980,000.00, economic development has \$840,000 and \$7,456,000 in the non-government funds. Mr. Garcia stated the reason the non-governmental funds is the highest is because a lot of the bond money has not been spent yet they are bonds that have been issued throughout the year and have not been spent. Mr. Garcia further stated on page 10 and 11 you can see the statement of revenues and expenditures where the fund's total a little over \$15,000,000.00 in revenues for 2019 and there were \$15,000,000.00 in the previous year which was a slight decline on the revenues.

Mr. Garcia stated down at the bottom are the operative expenditures which were \$16,000,000.00 for the year vs \$19,000,000.00 for the previous year and the difference is capital outlay. Mr. Garcia further stated \$4,400,000.00 had been spent for the previous year and this year only \$1,036,000.00 had been spent, the other change was the principal debt that was paid \$2,400,000.00 compared to \$1,300,000.00 which was due to some refunding or bonds issued throughout the year. Mr. Garcia added below are other financing sources in which \$4,000,000.00 of bonds proceeds in 2019 were part of the refund from the bonds mentioned above. Mr. Garcia stated page 13 summarizes the government funds in terms of the budget there you can find the original budget, the final budget and the actual budget. Mr. Garcia further stated on the revenues it was overstated by \$262,000.00 on expenditures which went over the budget by \$248,000 for the year and the reason was the principal on the bonds because the accounting department didn't adjust the budget.

Mr. Garcia stated on page 14 the utility fund had a stable position: the utility water sewer fund, solid waste fund, non-enterprise project fund and the water utility system have a total of \$74,000,000.00 vs \$61,000,000.00. Mr. Garcia further stated on the previous year the increases was for the restricted cash investment of \$13,000,000.00 vs \$1,600,000.00 the prior year. Mr. Garcia added there were changes on the non-depreciable asset from \$13,000,000.00 to \$16,000,000.00 and there was a decline in the depreciable assets from \$30,000,000.00 to \$29,000,000.00 due to depreciation. Mr. Garcia stated on page 15 the utility fund, water and sewer fund, solid waste and the non-major fund on the revenues we have \$8,400,000.00 for the current year vs a 1,500,000.00 from the previous year were there was a decline on water sales, sewer sales and the refuse fees for the solid waste on the expenditures there was an increase it was \$6,402,000.00 the previous year vs \$6,670,000.00 the current year. Mr. Garcia stated this concluded the where the city stands at this point.

Mr. Garcia stated the other area he wanted to mention was the property taxes on page 37 which had a collection effort of 99.25% for the year which was extremely good, on page 38 and 39 has the capital assets for the governmental funds and the capital assets for the utility fund which show the beginning balances, the additions for the year and then the balances at the end of the year. Mr. Garcia further stated on the governmental funds on the constructional progress there was \$4,200,000.00 spent but \$2,065,000.00 were completed in projects mostly buildings, equipment, and infrastructure. Mr. Garcia added below we have other additions mainly vehicles for \$1,251,000.00 for the for the solid waste department which pretty much covers the audit.

Mayor Mario Garza asked for any comments or recommendation regarding the audit to which Mr. Arjona, City Manager responded the finance director, the firm and himself had gone through the audit and everything looked good. Mr. Arjona added it was a good solid financial audit report. Mr. Arjona stated the recommendations were on page 83 where the significant efficiencies are identified on which the audit qualified as a low risk which is a good thing. Mr. Arjona thanked Mr. Garcia and all the staff for providing the necessary documentation to complete the task and Mr. Garcia thanked the City Commission for the opportunity.

Commissioner Ernesto “Neto” Guajardo made motion to approve the audit as presented and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

III. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

A. Preliminary and Final Plat Approval of the Solis- Trevino Phase I Subdivision being a 4.00 acre tract of land of Lot 17, San Juan Hacienda estates Unit No. 1, located approximately a quarter of a mile East of Veterans Boulevard along the North side of Hall Acres Road, as Requested by Arturo Garcia Engineering Services, PLLC.

DISCUSSION: Benjamin Arjona, City Manager stated the existing subdivision was located on Hall Acres going west and they want to establish the subdivision to provide the proper services. Mr. Arjona further stated the variances were for the expansion of the street since they thought it’s too much for the subdivision in which an action of denying it or approving it needs to take place. Mr. Arjona added the item had already gone through P&Z and it was denied however, if you look at the project as a whole the people have already lived there for over 15 years. Mr. Arjona further added the properties were sold and the people were taken advantage because of the positions individuals were holding back in the day and they want to comply as a subdivision. Commissioner Ernesto “Net” Guajardo asked Mr. Arjona what the P&Z voted for to which Mr. Arjona responded they voted to deny based on the variances that they are asking for. Mr. Arjona further stated every subdivision was different in this case it was because of how this one was initiated 15- 20 years ago. Mayor Mario Garza asked if they already reached out to the county to which Mr. Arjona responded as far as he knew they were working with the county for the septic tank because there is no sewer and it was approved.

Mr. Arjona stated due to the gravity situation we can’t at this point accommodate the sewer plan since we are ensuring that when it floods the water gets pumped to the canal and that’s one of the reasons it floods because the valve was locked when it should have been opened. Commissioner Jesus “Jesse” Ramirez asked if the property was family owned or if there’s a family moving in to which Mr. Arjona responded he was not sure but there is an existing family that lives there. Mr. Arjona added Rafael Trejo and Frances Zavala are the ones asking for the subdivision. Commissioner Ramirez asked if there were any issues with the fire hydrant to which Mr. Arjona responded that as far as he knows no because if it already made it to this point more than likely it was waived.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Commissioner Ernesto “Neto” Guajardo voted against for the reason of the safety when it floods. Motion Passed (4-1).

B. Discussion and Possible Action Regarding Requested for Sealed Bid# 19-13-03-13 Skid Unit.

DISCUSSION: Benjamin Arjona, City Manager stated both bids submitted the same amount of money which was \$44,000 the only difference was the installation which had option one and option two. Mr. Arjona stated only one of the bidders would include the installation at no additional cost while the other would include an additional cost of \$3,800 which is the reason Chief is recommending CET.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).

IV. PUBLIC HEARING

A. Hold a Public Hearing for a Conditional Use Permit to allow “Hot Dogs El Regio” at 4404 N. Raul Longoria Road, legally described as the East 208.71 feet of the South 208.71 feet of the North 489.43 feet of Lot 8, Block 8, John Closner Subdivision, as Requested by Jose Luis Pedraza.

No action was taken on the item.

IV. ADJOURNMENT

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to adjourn and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion passed (5-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary