



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

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, September 14, 2021

REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

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

- 1.** Planning and Zoning Monthly Report.
- 2.** Parks and Recreation Monthly Report.
- 3.** San Juan Memorial Library Monthly Report.

4. Department of Sanitation Monthly Report.

B. Presentation of the TAAF local Athletes of the Year.

VI. PUBLIC HEARINGS

- A. Hold a Public Hearing for the Conditional Use Permit to Allow a Truck Parking at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet of Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.**
- B. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Yadiras Drive-Thru" located at 506 E. FM 495, legally described as Lot 1, Yadura Subdivision, as Requested by Margarito Esquivel.**
- C. Hold a Public Hearing for a Conditional Use Permit to Allow an Automotive Repair and Service at "El Tio Auto Sales" located at 804 E. Business 83, legally described as Lots 84-89, Tierra Blanca Estates Subdivision, as Requested by Luis A. Vazquez.**

VII. ORDINANCES

- A. Consideration and Action to Approve an Ordinance Abandoning a 15-Foot Utility Easement Dedication out of Lots 12 through 22, Cesar Heights Subdivision, Hidalgo County, Texas, as recorded by Instrument Number 3235451, as requested by the Owner(s); Authorizing the Mayor to Execute any and all Necessary Transfer Documents for said Abandonment; Providing a Repealer Clause; Providing a Saving Clause; Providing for Effective Date; Providing for Publication; and Ordaining Other Provisions Related to the Subject Matter Hereof.**
- B. An Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.006 San Juan Memorial Park, Subsection (A) Park Facility Rental Fees of the City of San Juan's Code of Ordinances to Add Paragraph (4) to Provide Provisions to Allow Co-Sponsorship and Co-Promotion of Events Held at the City's Park Facilities; Providing for Effective Date; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.**

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

- A. Preliminary and Final Plat Approval of the Arguello Subdivision being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision, located approximately a quarter of a mile East of Veterans Boulevard, along the North side of Eldora Road, as Requested by R.E. Garcia & Associates.**

CITY COMMISSION MEETING AGENDA

SEPTEMBER 14, 2021

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- B.** Preliminary and Final Plat Approval of the Christian Estates Subdivision being a 10.95-acre tract of land out of Lot 12, Block 8, John Closner Subdivision, located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road, as Requested by Quintanilla, Headley and Associates, Inc.
- C.** Discussion and Possible Action to Authorize Staff to Approve the Final Year Contract Extension with Chemtrade for Liquid Ammonium Sulfate Solution and Liquid Alumminum Sulfate with a Possible Price Increase and Authorize The City Manager to Execute All Related Documents and Budget Amendment as Needed.
- D.** Discussion and Possible Action to Approve the Internet Crimes Against Children (ICAC) Task Force Memorandum of Understanding (MOU) between the Office of Attorney General of Texas and the San Juan Police Department.
- E.** Discussion and Possible Action to Approve the Service Contract Interlocal Agreement between the City of Weslaco and the City of San Juan.
- F.** Discussion and Possible Action to Approve the TLETS ACCESS Interlocal Agreement between the Pharr-San Juan-Alamo ISD Police Department and the San Juan Police Department.
- G.** Discussion and Possible Action to Approve the Law Enforcement Emergency Regional Response Team (LEERT) Memorandum of Understanding (MOU) between the City of Alton Police Department and the City of San Juan Police Department.
- H.** Discussion and Possible Action to Approve the Law Enforcement Emergency Regional Response Team (LEERT) Memorandum of Understanding (MOU) between the Pharr-San Juan-Alamo ISD Police Department and the City of San Juan Police Department.

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 the 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company, according to the plat thereof recorded in Volume 1, Pages 24-25, Map Records, as Requested by 193 S. Heathwood Drive, LLC.

X. CONSENT AGENDA

- A.** Budget Expenditure Report -July 2021.

B. Budget Expenditure Report -July 2021

C. Meeting Minutes

- January 26, 2021
- February 9, 2021

XI. EXECUTIVE SESSION

A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Section §551.071 Consultation with Attorney.

1. Discussion and Possible Action Regarding Case No. AAA-10-21-0002-6837, Arbitration Hearing Regarding Appeal of Indefinite Suspension Concerning Joseph Martinez v. City of San Juan.
2. Discussion and Possible Action Regarding Proposed Collective Bargaining Agreement with San Juan Professional Fire Fighters Association, IAFF Local #4697.
3. Discussion and Possible Action Regarding Cause No. C-2414-20-A Styled Hall-Mark Fire Apparatus-Texas, LLC v. City of San Juan, Texas in 92nd Judicial District Court, Hidalgo County, Texas.

XII. RECONVENE

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

1. Possible Action Regarding Case No. AAA-10-21-0002-6837, Arbitration Hearing Regarding Appeal of Indefinite Suspension Concerning Joseph Martinez v. City of San Juan.
2. Possible Action Regarding Proposed Collective Bargaining Agreement with San Juan Professional Fire Fighters Association, IAFF Local #4697.
3. Action Regarding Cause No. C-2414-20-A Styled Hall-Mark Fire Apparatus-Texas, LLC v. City of San Juan, Texas in 92nd Judicial District Court, Hidalgo County, Texas.

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 _____, 2021.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
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Commissioners: Adina “Dina” Santillan
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roberto Escobar, Planning Director

DATE: 8/25/2021

SUBJECT: Planning and Zoning Monthly Report.

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

- 91 building permits were issued during the month of August, \$4,675,890.00 in total valuation.
- 148 garage sale permits were issued \$2,220 in total valuation.
- Provide customer service and support to 869 people and handled approximately 2,223 calls.
- The building inspectors made approximately 631 inspections.
- Eighteen (18) building permits were issued for new houses \$2,978,525.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational license and health permits were up to date. A total of twenty (20) yearly letters were sent out to existing businesses to renew their licenses. A total of twelve (12) business permits were renewed with \$600.00 in total valuation and twelve (12) health inspections were issued during the month of July with a \$1,225.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- G W'S BBQ Catering – 107 N. Nebraska Avenue
- JNV Nutrition – 2012 N. Raul Longoria Road
- Texas Audio Vide – 2604 N. Raul Longoria Road
- The Roundup BBQ Sauce – 107 N. Nebraska Avenue

CODE ENFORCEMENT

Code Enforcement Inspectors issued two (2) illegal dumping, nineteen (19) work orders for weedy lots, eight (8) abandoned and junk vehicles, one (1) garage sale without a permit, three (3) rubbish, four (4) building without a permit, forty-four (44) certified letters and one (1) street vendor.

SUBDIVISIONS IN PROCESS

- Christian Estates
- Plaza San Juan
- Arguello Subdivision
- Hinojosa Subdivision
- Sioux Coves Subdivision
- Meadows on Ridge
- Valley Ranch Phase 2
- Starlite Subdivision
- The R.G. Complex
- Re-Plat of Texas National
- Uresti Subdivision
- Area Holdings Subdivision
- Luna Subdivision
- Black Hills Estates Subdivision
- Hacienda San Fernando Subdivision
- County Park Phase 1
- Las Misiones de San Juan
- Garco Subdivision

PLANNING AND ZONING MEETINGS

During the month of August, there was no Planning and Zoning Meeting.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 9/7/2021

SUBJECT: Parks and Recreation Monthly Report.

For the month of August 2021, we have the following to report:

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

- Staff has been maintaining our athletic fields, watering, fertilizing and mowing in preparation for the fall programs.
- Assisted Public Works/Sanitation with clean-up on August 21, 2021.
- Keeping up with parks and city buildings and properties.
- Crews have been working on sprinkler systems and making sure they are operating properly during these hot summer days.

Recreation Division,

PSJA SCHOOLS PE COACHES MEETING: On August 18, recreation staff met with the San Juan Elementary Coaches to promote our upcoming fall programs in the City of San Juan. On August 19, recreation staff met with coaches from Raul Yzaguirre Middle School and Austin Middle School about the upcoming 6th grade programs that our department is planning. Staff distributed the

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flyer/registration forms, program posters and answered any questions and listened to their comments & suggestions.

-

NATIONAL NIGHT OUT: August 12, 2021 staff, along with management & parks staff set up at Municipal Park 2 pm- 5 pm for the National Night Out scheduled to start at 6 p.m. Staff passed out over 100 backpacks filled school supplies and the flyer/registration forms for the upcoming fall sports programs.

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FALL LEAGUES: Preparations are being be made for the upcoming Youth Volleyball, Youth Flag Football, Youth Tackle Football, High School Baseball/Softball Fall Leagues, Fall Training and Adult Softball Class E & Co-Ed. Staff has been contacting the coaches and parents from last season and previous year programs participants and emails have been sent out. Flyers have been posted on the City's Social Media. Staff has placed banners throughout the City promoting our youth fall programs.

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OPEN/CLOSE PARKS: My staff was opening/closing parks as needed for rentals and Carmen Park for public use.

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

- Repaired AC units at City Shop, as well replaced a broken water faucet.
- Worked on AC unit at the water plant, cleaned out drain and pan.
- IT did maintenance on unit at the building as well had to clean out drain and pan.
- Continuous maintenance on AC units throughout the city as well as replacing air filters throughout.
- Continue to monitor and service units at the Library.
- Assisted with the installation of a wall AC unit at Recycle Center Office.

Upcoming Events:

Registration continues for the fall programs.

Parks Advisory Board: The Parks and Recreation Advisory Board met on Tuesday August 31, 2021. Members present were: Aaron Gonzalez, Erica Lopez, RC Flores, Rick Martinez, Jonathan Gongora, and Claudia Alvarado. This meeting had a short agenda and was more of an update on the upcoming programs as well as the new developments with the Northside recreation center and park. A brief discussion was held regarding the upcoming fall sports programs. Mr. Gongora asked if we had any specific plans as to any particular rules for safety protocols. The department informed him that since we use school district facilities we would be following any safety protocols that the district has in place. Other discussion on games was a plan in case we had to make further adjustments. Suggestions by Mr. Gonzalez, Mr. Gongora and Mr. Flores were to consider one parent per child to enter the games, as well as leaving a 15min- 20 min. open slot in between games so that players and families could filter in and out without a whole lot of contact. These suggestions were made in case we got to that point. After this discussion I briefly brought them up to date on the north side park and recreation center development. Everyone was in agreeance that a park on the north side of town was needed. Board then moved for adjournment.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Armandina Sesin, Director of Library

DATE: 9/2/2021

SUBJECT: San Juan Memorial Library Monthly Report.

Enclosed is the August monthly report including statistics and programs:

For the month of August, we had, 1,914 visitors. Out of those visitors, 496 were here for computer use only. The library checked out a total of 794 items both adult and children. We had 69 in-house circulation items. We requested and received twenty-two (22) Interlibrary Loans (ILL). We had 58 new patrons added to our circulation system. We helped the public with an estimated 452 reference/informational questions. We had 86 fax transactions. The monthly amount deposited was \$950.95 both fines and fees.

Please see the attached statistical report.

During the month of August

- The Library Board did not meet in August
- Attended the Directors’ meetings
- Attended “virtually” the Hidalgo County Library System (HCLS) meeting
- Attended the City Commission meetings
- Attended a Webinar from Follet
- Participated in the Night Out event at the Municipal Park
- Went to City Hall to make the money deposits for the library
- Managed the day-to-day operations of the San Juan Memorial Library

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Meetings to be held in September 2021

Multipurpose Room

Library Board, September 1st

HR Civil Service, September 2nd & 3rd

EDC meeting, September 7th & 21st

HR meeting, September 7th

Pre-bid Conference, September 8th

Health Fair, September 9th & 19th (Tentatively)

City Commission meetings, September 14th & 28th

Directors' meetings, September 15th & 29th

Bid Conference, September 21st

HR Hearings, September 23rd & 24th

Civil Service Entry Exam, September 28th

Training Room:

Public Works, September 1st

San Juan Memorial Library
August 2021 Statistics

Statistics	
Total Visitors	1,914
Computer Users	496
Total Checkouts	794
In-House Use	69
Inter-Library Loans	22
New Patrons	58
Reference\ Informational Questions	452
FAX transactions	86
Children's Programs	1
Attendance	18

Multipurpose Room Reservations	Attendance
2nd Insurance Review	19
3rd Human Resources - Executive Room	5
3rd EDC Meeting	10
5th Planning & Zoning	5
6th Summer Reading Pizza Party	18
9th Human Resources - Executive Room	3
10th Work Session	25
10th City Commission	28
11th Directors Meeting	14
12th Civil Service Meeting	12
14th CCR Open Forum	2
16th Collective Bargaining	10
17th Open Enrollment	145
17th EDC Meeting	15
18th Open Enrollment	88
18th Human Resources - Executive Room	8
19th Civil Service promo exam	6
20th City Hall Review	5
23rd Human Resources - Executive Room	4
24th City Commission	27
25th Directors Meeting	16
26th Human Resources - Hearings	20
27th Human Resources - Hearings	17
28th Home Owners' Association	20
30th Open Enrollment	22
30th Special Called Meeting	10
31st City Manager	12
Total	566

Training Room Reservations	Attendance
26th Human Resources - Hearings	9
27th Human Resources - Hearings	8
Total	17

Checkouts	
DVDs	48
Books Juvenile	555
Books Adult	191
Total	794

WiFi Usage	
LibGuest	310
LibStaff	233
Total	543

Study Room Attendance	
Study Rooms	50

Facebook Page	
Likes	0
Visitors	31

SJML Homepage	
Visitors	1,056

Deposits	
Fines	\$ 150.00
Copies	\$ 800.95
Total	\$ 950.95

Youth & Children's Programs/Attendance

Date	Program	Attendance
Monday, August 1, 2021	0	0
Tuesday, August 2, 2021	0	0
Wednesday, August 3, 2021	0	0
Thursday, August 4, 2021	0	0
Friday, August 5, 2021	*SRP PARTY	18
Monday, August 9, 2021	0	0
Tuesday, August 10, 2021	0	0
Wednesday, August 11, 2021	0	0
Thursday, August 12, 2021	0	0
Friday, August 13, 2021	0	0
Monday, August 16, 2021	0	0
Tuesday, August 17, 2021	0	0
Wednesday, August 18, 2021	0	0
Thursday, August 19, 2021	0	0
Friday, August 20, 2021	0	0
Monday, August 23, 2021	0	0
Tuesday, August 24, 2021	0	0
Wednesday, August 25, 2021	0	0
Thursday, August 26, 2021	0	0
Friday, August 27, 2021	0	0
Monday, August 30, 2021	0	0
Tuesday, August 31, 2021	0	0
Total	1	18
*SUMMER READING PROGRAM PARTY		



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Roel Garza, Sanitation Director

DATE: 9/1/2021

SUBJECT: Department of Sanitation Monthly Report.

Sanitation Department (Aug. 2021)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site –1,314 Residents
- Residential – 1,132.27 Tons
- Commercial – 781.65 Tons
- Roll-Off Containers – 134.80 Tons 28 loads
- Brush – 803.22 Tons 299 loads of brush

Central Garage (Aug. 2021)

- Tickets Open 55
- Tickets Closed 90
- 6 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 3 Brush trucks operating
- 1 Brush tractor (grapple) operating
- 3 Brush Grapple Trucks operating
- 2 Roll- Off Trucks operating and 1 down

Recycling (Aug. 2021)

- Cardboard: 11.81 tons/\$2,097.05
- Mix White Paper: 0.00 tons/\$0.00
- Office Paper: 0.00 tons/\$0.00
- Newspaper: 0.67 tons/\$72.36
- Books/Magazines: 0.00 tons/\$0.00
- Aluminum Cans: 0.00 tons/\$0.00
- Tin Cans: 0.06 tons/\$67.68
- E-Waste: 0.00 tons / \$ 0.00
- Metal: 2.72 tons/\$466.40
- Plastic: 4.62 tons/\$0.00
- Curbside Recycle: 5.32 tons/\$0.00
- Total Tons/Revenue: 25.20 tons/\$2,703.49
- Savings of \$504.00
- Walk-Ins: 694
- Cleanup Event: 12.98 tons/\$255.92

Code Enforcement (Aug. 2021)

- Violation Notices Issued: 19
- Illegal Dumping: 10
- Customers Contacted: 41
- Construction Material: 21
- Tires: 19



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 9/7/2021

SUBJECT: Presentation of the TAAF local Athletes of the Year.

Every year the Texas Amateur Athletic Federation recognizes two local athletes for their accomplishments throughout the year. This award was suspended in 2020 due to the shutdown of all youth programs due to the covid19 pandemic. With the reopening of TAAF sports throughout the state of Texas this award and recognition of athletes has resumed. It is our honor to recognize these athletes for their efforts and accomplishments throughout this past summer.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Hold a Public Hearing for the Conditional Use Permit to Allow a Truck Parking at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet of Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Gonzalez owns a couple of commercial trucks and he is applying for a Conditional Use Permit to allow a Truck Parking for personal use at 301 W. Nolana Avenue, next to the Drainage Canal. It is noted, that in front of the property a Spirit Trucking Company and Parking Lot are located. The surrounding properties consist of commercial use along Nolana Avenue.

Applicant must agree to pay an annual fee to maintain the conditional use permit with the city. A six-foot opaque buffer fence shall be required adjacent to residentially zoned property. Paved area in accordance to the off-street parking and loading and landscaping regulations.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to six (6) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the Regular Meeting on September 2, 2021, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/02/2021
CITY COMMISSION – 09/14/2021
DATE PREPARED – 09/23/2021

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STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to allow a Truck Parking Lot in a commercial area.
APPLICANT:	Eluid Gonzalez
SURVEYOR/ENGINEER:	N/A
LEGAL:	The North 330 feet of the West 314 feet excluding the West 100 feet of Drainage Ditch of Lot 12, Block 8, John Closner Subdivision.
LOCATION:	301 W. Nolana Avenue
USE / EXISTING ZONING:	Commercial Plaza / General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Commercial; General Business District (C-2) <u>South</u> – Vacant; Multi-Family Residence District (R-MF) <u>East</u> – Vacant; General Business District (C-2) <u>West</u> – Hidalgo County Drainage Canal
ACCESS AND CIRCULATION:	This property has access onto Nolana Avenue.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation and sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the conditional use.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Gonzalez owns a couple of commercial trucks and he is applying for a Conditional Use Permit to allow a Truck Parking for personal use at 301 W. Nolana Avenue, next to the Drainage Canal. It is noted, that in front of the property a Spirit Trucking Company and Parking Lot are located. The surrounding properties consist of commercial use along Nolana Avenue.

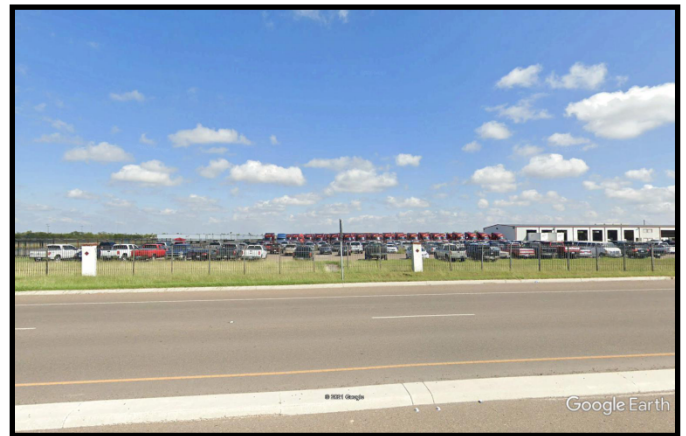
Applicant must agree to pay an annual fee to maintain the conditional use permit with the city. A six-foot opaque buffer fence shall be required adjacent to residentially zoned property. Paved area in accordance to the off-street parking and loading and landscaping regulations.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to six (6) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS: Location Map
 Aerial Photo
 Zoning Map
 Survey
 List of neighboring property owners receiving notice
 Ordinance



Proposed Site



Spirit Trucking

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 09/02/2021 Commissioner Cardenas made a motion to approve the conditional use permit as presented by staff. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with a (6-0) vote.

Mr. Escobar explained that property is located West of Raul Longoria Road along Nolana Avenue, few lots West of commercial plaza. The property is currently zoned as General Business District (C-2) and Mr. Gonzalez is applying for a conditional use permit to store his personal trucks at commercial property, instead of a residential area where he lives. It is noted, that Spirit Trucking is located at the North side of the property and was established when the properties were located outside the city limits of San Juan. Letters were mailed out and public notice was on the newspaper. No comments were received in favor or against the request.

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A TRUCK PARKING AT 301 W. NOLANA AVENUE, LEGALLY DESCRIBED AS THE NORTH 330 FEET OF THE WEST 314 FEET EXCLUDING THE WEST 100 FEET OF DRAINAGE DITCH OF LOT 12, BLOCK 8, JOHN CLOSNER 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, Eliud Gonzalez has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to Allow a Truck Parking at commercial area.

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 Eliud Gonzalez has applied for a Conditional Use Permit for to Allow a Truck Parking at 301 W. Nolana Avenue, subject to the following conditions:

1. Applicant must agree to pay an annual fee to maintain the conditional use permit with the city.
2. A six-foot opaque buffer fence shall be required adjacent to residentially zoned property.
3. Paved area in accordance to the off-street parking and loading and landscaping regulations.

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 14th day of September, 2021.

PASSED and **APPROVED** on second and final reading on the ____ day of _____, 2021.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

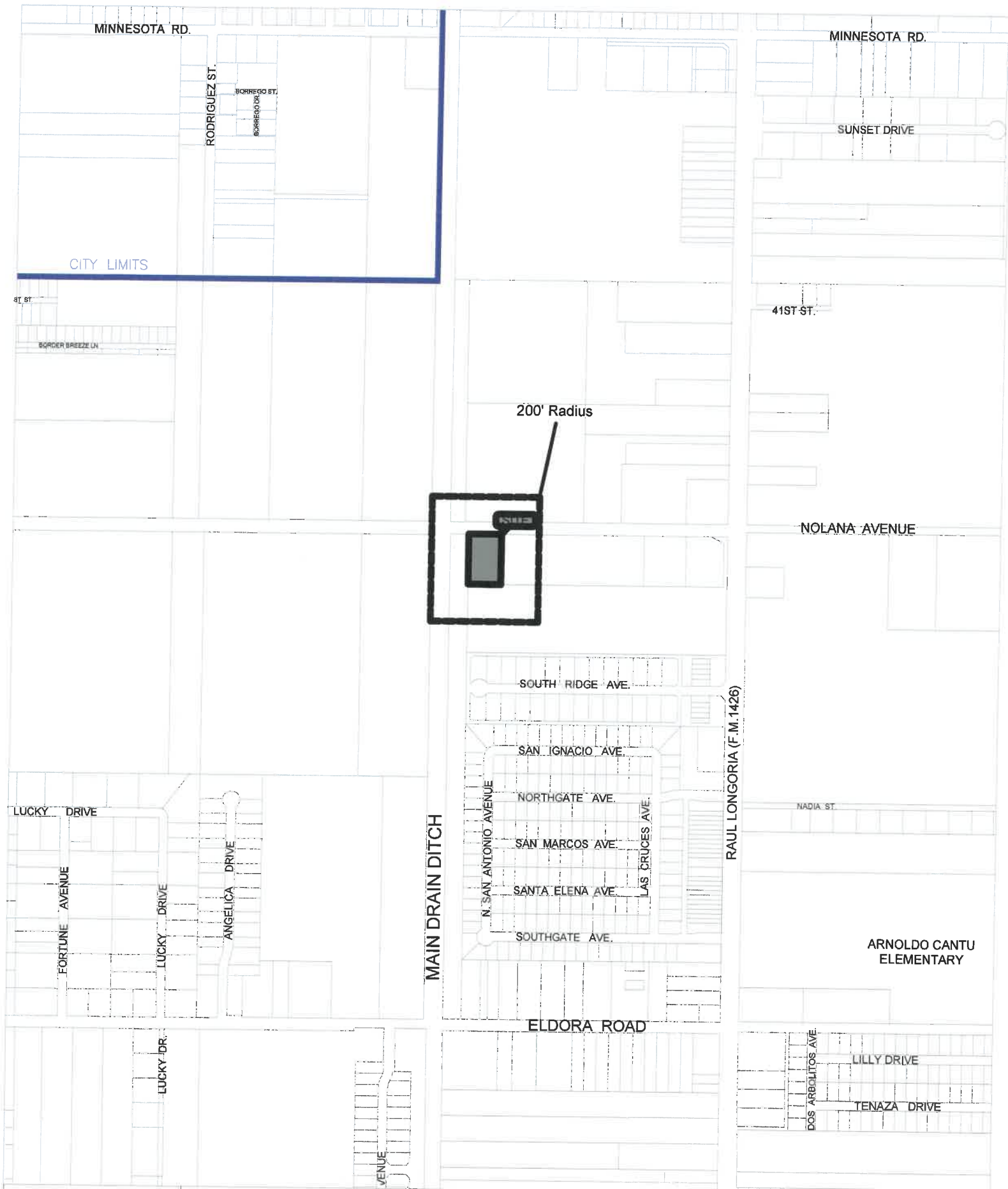
ATTEST:

DIANA CAVAZOS
CITY SECRETARY

APPROVED BY:

Palacios, Garza & Thompson, P.C.

CITY ATTORNEY



Legend

- CITY LIMITS
- Proposed area

Conditional Use Permit to Allow a Truck Parking Lot at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.



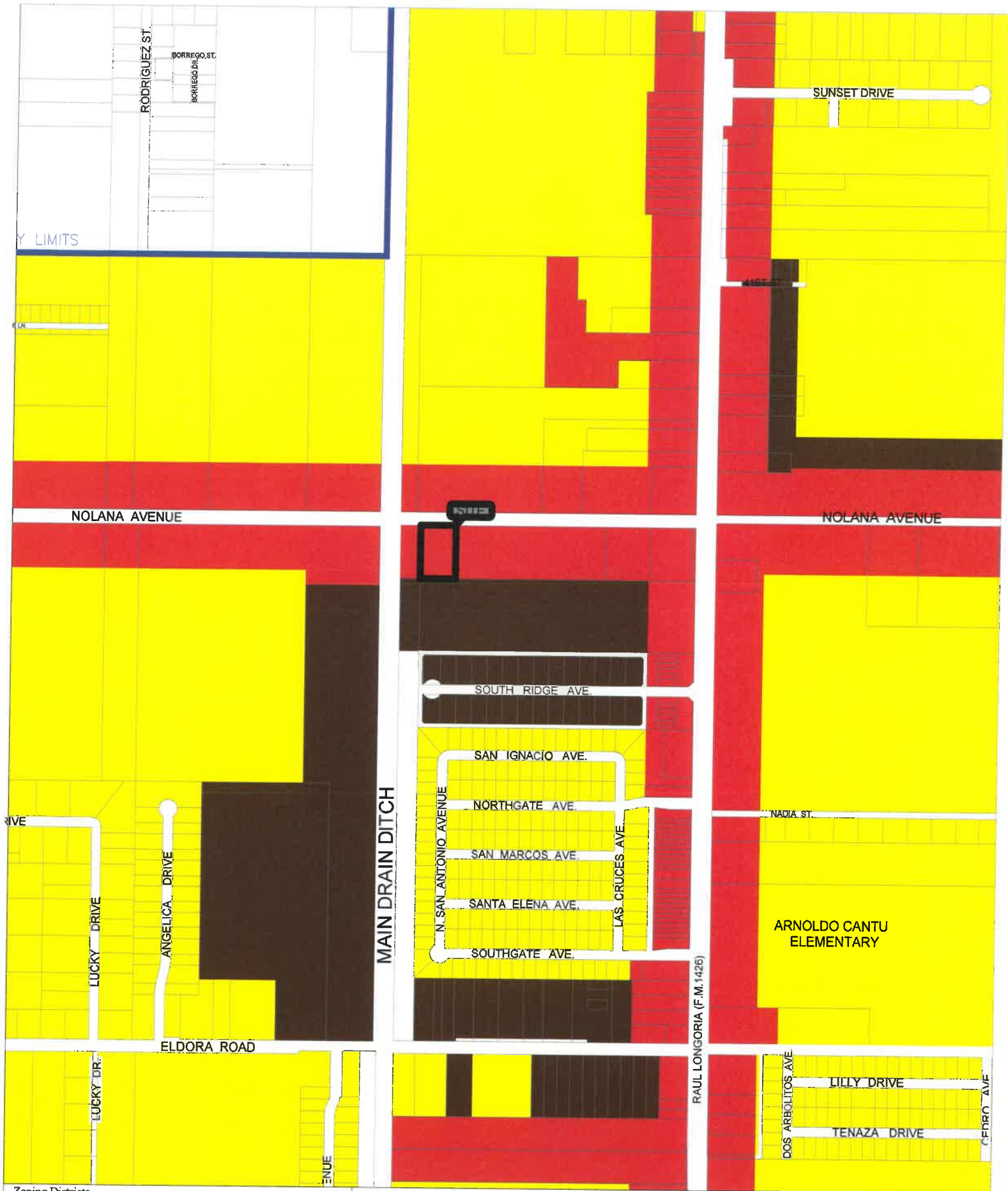


Legend

- CITY LIMITS
- Proposed area

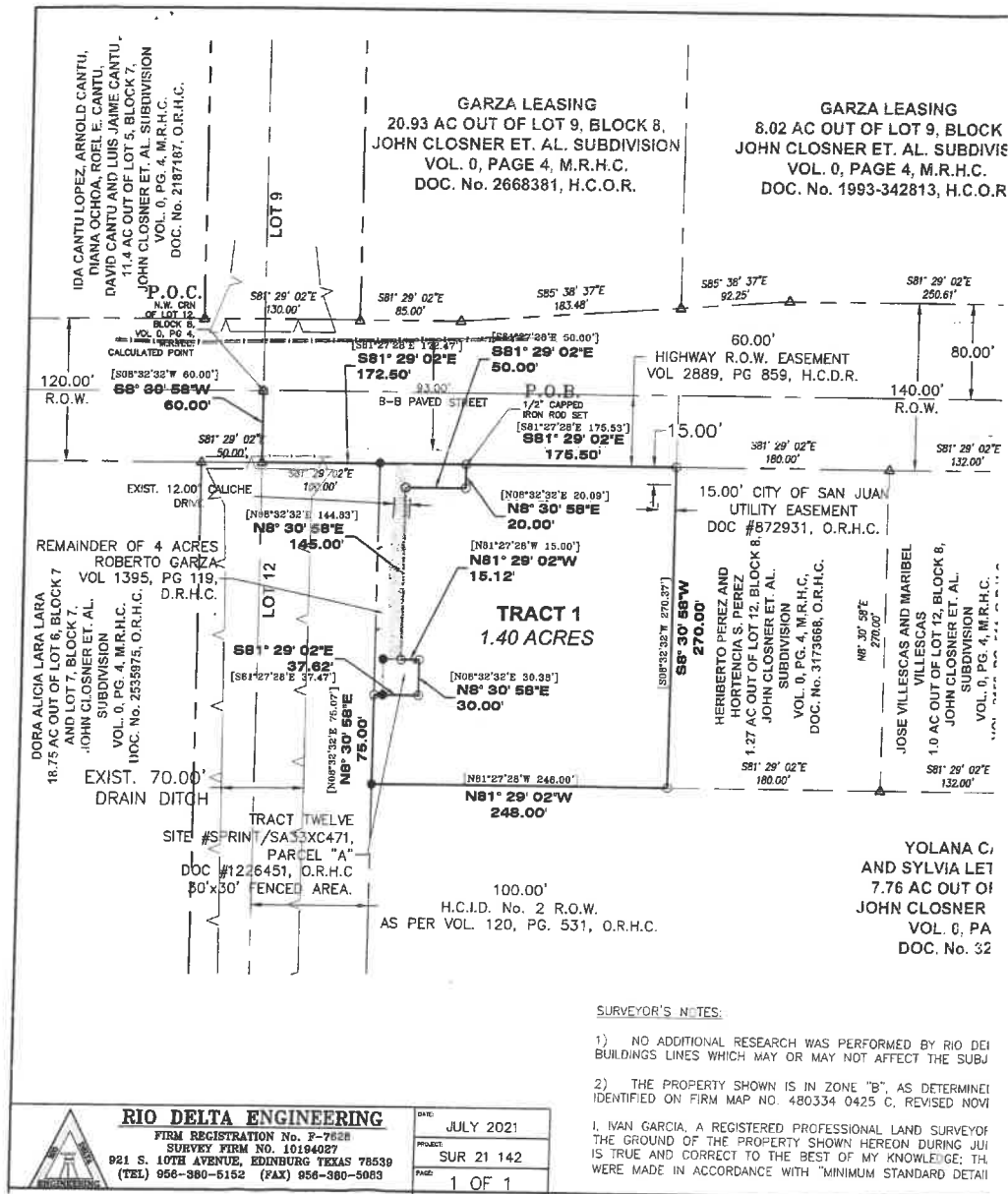
Conditional Use Permit to Allow a Truck Parking Lot at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.





Conditional Use Permit to Allow a Truck Parking Lot at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.





Parking facilities for nonresidential uses - Applicable conditions including but not limited to:

- (1) Sides adjacent to residentially zoned property are screened by six-foot opaque fence; and
- (2) The paved area is landscaped in compliance with the off-street parking and loading regulation and landscaping regulation.

Conditional Use Permit to allow a truck parking at 301 W. Nolana Avenue, legally described as the North 330 feet of the West 314 feet excluding the West 100 feet Drainage Ditch of Lot 12, Block 8, John Closner Subdivision, as Requested by Eliud Gonzalez.

Gonzalez, Eliud
414 N. Resplendor St.
Mission, TX 78572

Global Signal Acquisitions IV LLC.
PMB 331
4017 Washington Road
McMurray, PA 15317-2510

Perez Heriberto & Hortencia S. Trustees
Heriberto & Hortencia Perez Living Trust
1013 Vanessa Avenue
McAllen, TX 78503

OC Development LTD.
2912 S. Jackson Rd.
McAllen, TX 78503

Hidalgo County Drainage District #1
902 N. Doolittle Road
Edinburg, TX 78542

Garza Leasing
P.O. Box 658
San Juan, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Yadiras Drive-Thru" located at 506 E. FM 495, legally described as Lot 1, Yadira Subdivision, as Requested by Margarito Esquivel.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Esquivel is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Yadiras Drive Thru" which has been in operation since 2005. He is applying for On-Premise Consumption Permit to allow them to open a wine container to add to their products.

The days and hours of operation are Monday to Sunday from 10:00 am to midnight. The applicant must agree to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits. No loading or unloading of merchandise in a public street.

RECOMMENDATION:

During the Regular Meeting on September 2, 2021, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit with a 6-0 vote with the condition to consume on-premise after 5:00 p.m. Monday thru Friday.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/02/2021
CITY COMMISSION – 09/14/2021
DATE PREPARED – 09/23/2021

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Yadiras Drive-Thru”
APPLICANT:	Margarito Esquivel
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 1, Yadiras Subdivision
LOCATION:	506 E. FM 495 Located at the Southeast corner of FM 495 and Hooper Avenue
EXISTING LAND USE/ ADJACENT ZONING:	<i>North</i> – School; General Business District (C-2)/Single-Family Residence District (R-S) <i>South</i> – Residential; Manufactured Home District (R-MH) <i>East</i> – Vacant; Neighborhood Commercial District (C-1) <i>West</i> – Residential; Neighborhood Commercial District (C-1)
ACCESS AND CIRCULATION:	This property has access onto FM 495 and Hooper Avenue.
PUBLIC SERVICES:	Water and sewer services will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to comply with the list of requirements attached in the packet.

**CONDITIONAL USE PERMIT
“YADIRAS DRIVE-THRU”
SEPTEMBER 14, 2020**

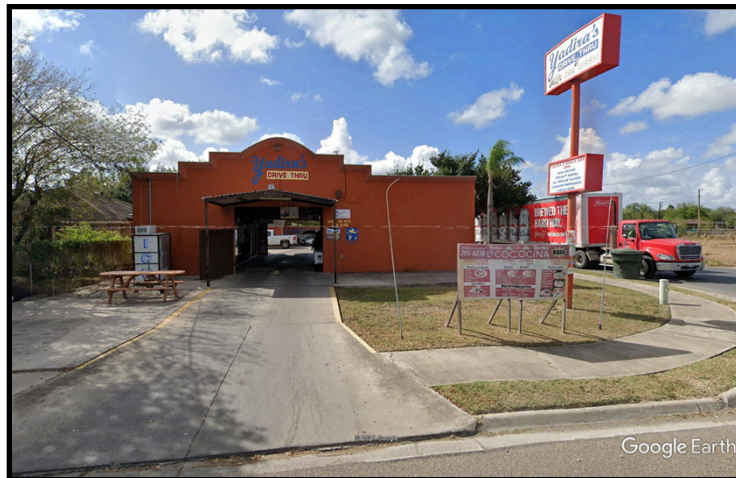
PAGE 2

Mr. Esquivel is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Yadira's Drive Thru” which has been in operation since 2005. He is applying for On-Premise Consumption Permit to allow them to open a wine container to add it to products.

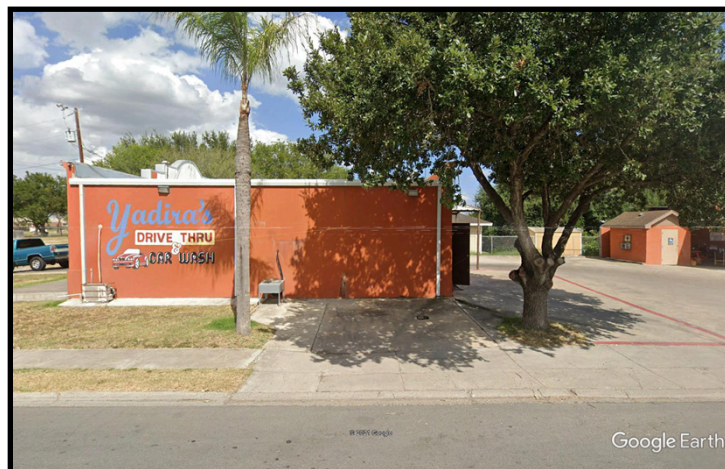
The days and hours of operation are Monday to Sunday from 10:00 am to midnight. The applicant must agree to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits. No loading or unloading of merchandise in a public street.

ATTACHMENTS:

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



Yadira's Drive Thru



FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 09/02/2021 Commissioner Alaniz made a motion to approve the conditional use permit as with the condition to consume on-premise after 5:00 p.m. Monday thru Friday. Commissioner Perez seconded the motion. The motion passed unanimously with a (6-0) vote.

Mr. Escobar explained it is an existing drive-thru located at corner of FM 495 and Hooper Avenue. Mr. Esquivel is applying for a conditional use permit for on-premise consumption for open the drinks and mixes it with beverages. The Texas Alcoholic Beverages Commission (TABC) is requesting a permit for on-premise consumption. Letters were mailed out and public notice was on the newspaper. No comments were received in favor or against the request.

Commissioner Alaniz asked about drinking inside the drive-thru, right in front of school property. Mr. Escobar responded that customers are not allowed to drink inside the drive-thru; the conditional use permit is only to open the drinks to mix it with beverages. Commissioner Perez added that permits that businesses have are only allowed to sell the drinks enclosed and now they will be able to open the containers and mix it with other beverages.

Commissioner Alaniz said that his main concern is that businesses can technically drink inside the building. Mr. Escobar said yes, but TABC will be monitoring those permits. Commissioner Alaniz suggested a special condition since drive-thru is located in front of school, to consume on-premise Monday thru Friday after 5:00 pm; Commissioner Perez agreed with Mr. Alaniz’ condition.

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AT “YADIRAS DRIVE-THRU” LOCATED AT 506 E. FM 495, LEGALLY DESCRIBED AS LOT 1, YADIRA 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, Margarito Esquivel has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages for On-Premise Consumption at “Yadiras Drive-Thru”.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Margarito Esquivel has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Yadiras Drive-Thru” located at 506 E. FM 495, subject to the following conditions:

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 14th day of September, 2021.

PASSED and **APPROVED** on second and final reading on the ____ day of _____, 2021.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

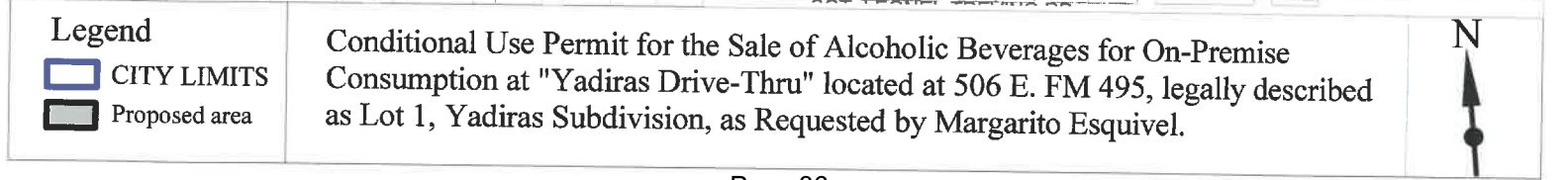
ATTEST:

DIANA CAVAZOS
CITY SECRETARY

APPROVED BY:

Palacios, Garza & Thompson, P.C.

CITY ATTORNEY



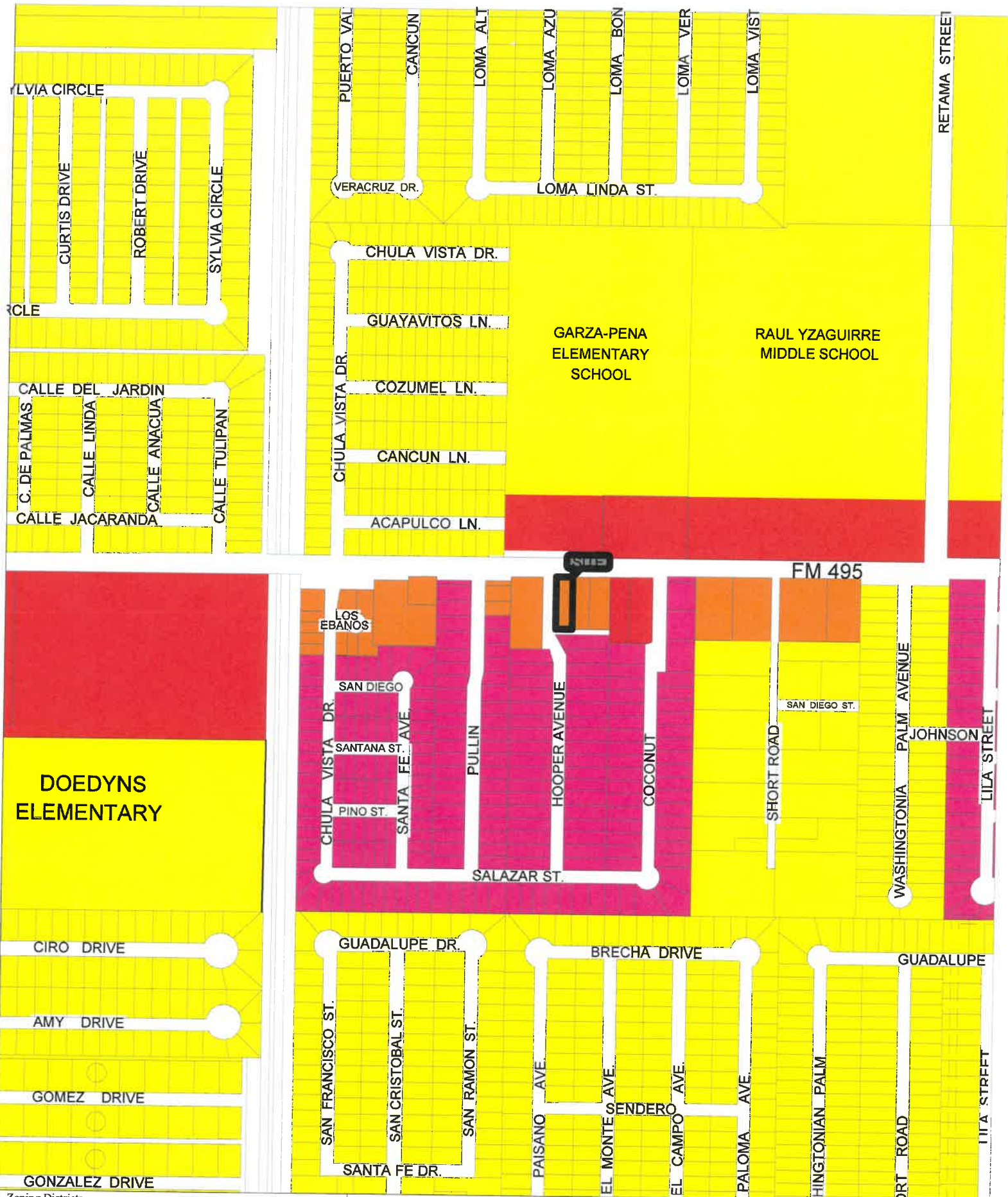


Legend

-  CITY LIMITS
-  Proposed area

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Yadiras Drive-Thru" located at 506 E. FM 495, legally described as Lot 1, Yadiras Subdivision, as Requested by Margarito Esquivel.





Zoning Districts

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

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Yadiras Drive-Thru" located at 506 E. FM 495, legally described as Lot 1, Yadiras Subdivision, as Requested by Margarito Esquivel.



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

Hermosillo, Marco A. Martinez
Mario Alberto Hermosillo
1605 Hooper St.
San Juan, TX 78589

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

Tristan, Evangelina
P.O. Box 217
Fairview, OR 97024

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

Montelongo, Armando and Miriam
1603 Hooper Street
San Juan, TX 78589

Almaguer, Properties, LLC.
516 E. FM 495
San Juan, TX 78589

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

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

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

Cardenas, Olivia
1511 Pulling Avenue
San Juan, TX 78589

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

Barajas, Joaquin F.
1601 Pullin Avenue
San Juan, TX 78589

Garcia, Luciano A. and Paulina
P.O. Box 1168
Progreso, TX 78579

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

Cantu, Dania Danet
1606 Coconut Avenue
San Juan, TX 78589

Alanis, Baltazar
26 West Rios Cove
Roma, TX 78584

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

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

PSJA ISD
P.O. Box 769
Pharr, TX 78577

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Hold a Public Hearing for a Conditional Use Permit to Allow an Automotive Repair and Service at "El Tio Auto Sales" located at 804 E. Business 83, legally described as Lots 84-89, Tierra Blanca Estates Subdivision, as Requested by Luis A. Vazquez.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Vazquez is proposing to open “El Tio Auto Sales” at 804 E. Business 83, next to the San Juan Mobile Home. He is applying for a conditional use permit to allow an automotive repair to serve the auto sales business.

The following is the list of requirements:

- a) All service, repair, maintenance, painting, and other work shall take place within an enclosed area;
- b) There shall be no outside storage of materials;
- c) No junk cars will be allowed;
- d) A six-foot wall or opaque fence buffering the proposed use from any residential use of residentially zoned area may be required;
- e) All new buildings and all conversions of existing buildings to such uses shall meet current building and fire code requirements in terms of separation of high hazard uses from other occupancy use classifications, etc.
- f) Owner agrees to pay an annual fee to the City of San Juan to maintain conditional use permit.
- g) The business must comply with the city’s noise ordinance.
- h) The business must comply with the City’s Security Cameras Ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against the application.

RECOMMENDATION:

During the Regular Meeting on September 2, 2021, the Planning and Zoning Commission unanimously recommended approval of the conditional use permit with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/02/2021
CITY COMMISSION – 09/14/2021
DATE PREPARED – 09/23/2021

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to Allow an Automotive Repair and Service at “El Tio Auto Sales”
APPLICANT:	Luis A. Vazquez
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lots 84-89, Tierra Blanca Estates
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Residential; Single-Family Residence District (R-S) <u>South</u> – Residential; Single-Family Residence District (R-S) <u>East</u> – Residential; General Business District (C-2) <u>West</u> – Mobile Home Park; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access onto East Business 83.
PUBLIC SERVICES:	Water and sewer services will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to comply with the list or requirements in the attached report.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Vazquez is proposing to open “El Tio Auto Sales” at 804 E. Business 83, next to the San Juan Mobile Home. He is applying for a conditional use permit to allow an automotive repair to serve the auto sales business.

The following are the list of requirements:

- a) All service, repair, maintenance, painting, and other work shall take place within an enclosed area;
- b) There shall be no outside storage of materials;
- c) No junk cars will be allowed;
- d) A six-foot wall or opaque fence buffering the proposed use from any residential use of residentially zoned area may be required;
- e) All new buildings and all conversions of existing buildings to such uses shall meet current building and fire code requirements in terms of separation of high hazard uses from other occupancy use classifications, etc.
- f) Owner agrees to pay an annual fee to the City of San Juan to maintain conditional use permit.
- g) The business must comply with the city’s noise ordinance.
- h) The business must comply with the City’s Security Cameras Ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against the application.

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



FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 09/02/2021 Commissioner Alaniz made a motion to approve the conditional use permit with the condition to put a buffer fence between residential and commercial. Commissioner Cardenas seconded the motion. The motion passed unanimously with a (6-0) vote.

Mr. Escobar said that proposed property is located along Business 83, between Stewart and Cesar Chavez Road. Applicant wants to open a car lot business with a mechanic shop where he can repair the vehicles. Commissioner Alaniz said since Business 83 is a commercial street; these types of businesses are allowed in that area. Commissioner Perez suggested to include some conditions to the permit. Mr. Escobar said that one of the requirements is to install a buffer fence between residential and commercial, but he does not want junk cars there. He explained that a list of requirements is listed in the packet and city staff is going to monitor those businesses to be in compliance.

ORDINANCE NO.

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE
SALE TO ALLOW AN AUTOMOTIVE REPAIR AND SERVICE AT “EL
TIO AUTO SALES” LOCATED AT 804 E. BUSINESS 83, LEGALLY
DESCRIBED AS LOTS 84-89, TIERRA BLANCA ESTATES
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, Luis A. Vazquez has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to Allow an Automotive Repair and Service at “El Tio Auto Sales”.

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 Luis A. Vazquez has applied for a Conditional Use Permit to Allow an Automotive Repair and Service at “El Tio Auto Sales” located at 804 E. Business 83, legally described as Lots 84-89, Tierra Blanca Estates, subject to the following conditions:

- a) All service, repair, maintenance, painting, and other work shall take place within an enclosed area;
- b) There shall be no outside storage of materials;
- c) No junk cars will be allowed;
- d) A six-foot wall or opaque fence buffering the proposed use from any residential use of residentially zoned area may be required;
- e) All new buildings and all conversions of existing buildings to such uses shall meet current building and fire code requirements in terms of separation of high hazard uses from other occupancy use classifications, etc.
- f) Owner agrees to pay an annual fee to the City of San Juan to maintain conditional use permit.
- g) The business must comply with the city’s noise ordinance.
- h) The business must comply with the City’s Security Cameras Ordinance.

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 14th day of September, 2021.

PASSED and **APPROVED** on second and final reading on the _____ day of _____, 2021.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

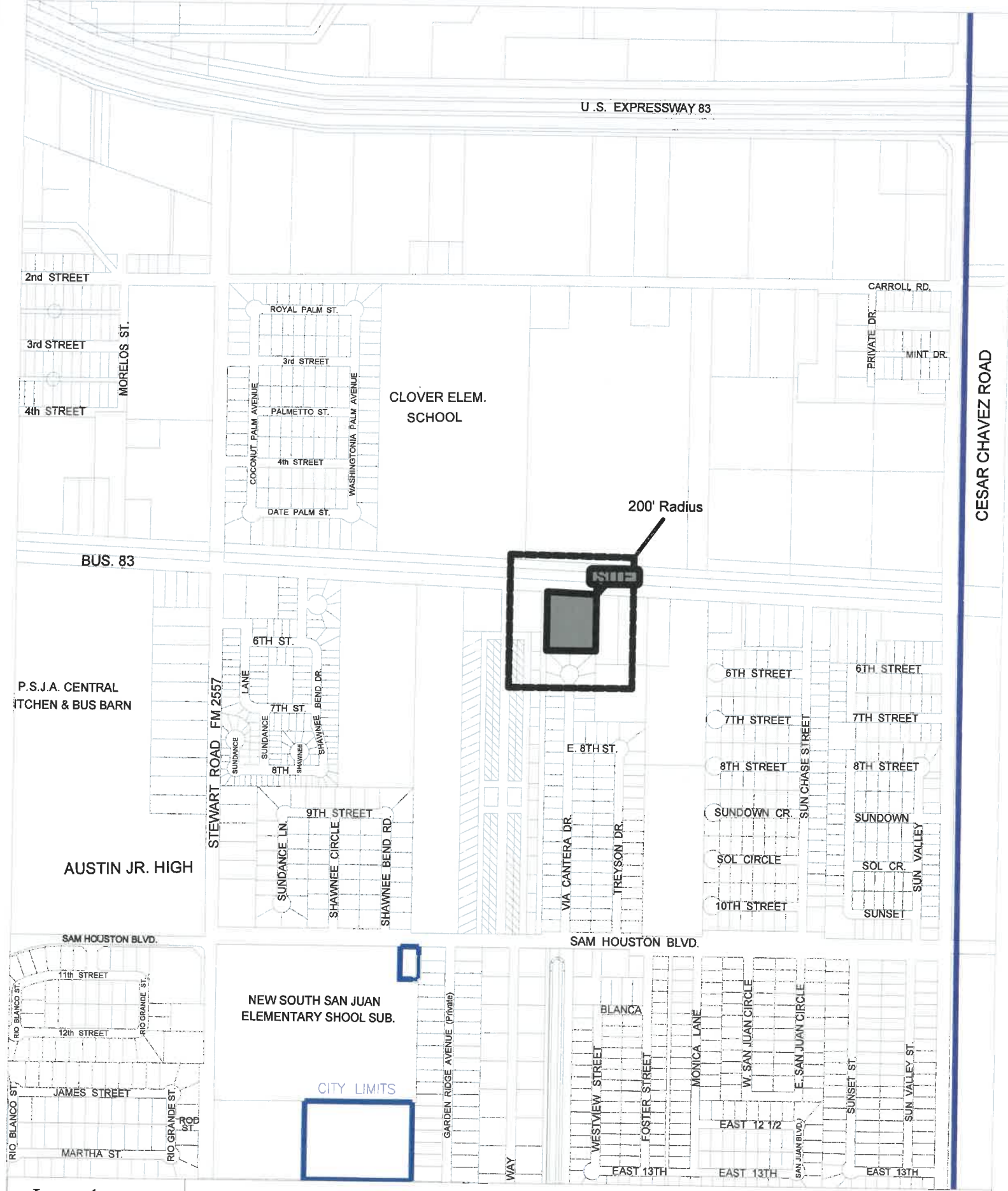
ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

DIANA CAVAZOS
CITY SECRETARY

CITY ATTORNEY



CESAR CHAVEZ ROAD

Legend

-  CITY LIMITS
-  Proposed area

Conditional Use Permit to Allow an Automotive Repair and Service at "El Tio Auto Sales" located at 804 E. Business 83, legally described as Lots 84-89, Tierra Blanca Estates Subdivision, as Requested by Luis A. Vazquez.





 CITY LIMITS
 Proposed area

FM 2557 STEWART ROAD

CARROLL RD.

ROYAL PALM ST

3RD STREET

PALMETTO ST

4TH STREET

DATE PALM ST

CLOVER ELEM.
SCHOOL

PRIVATE DR

MINT DR

CESAR CHAVEZ ROAD

S. 83

BUS. 83

STEWART ROAD FM 2557

6TH ST
THE GROVE

7TH ST

8TH

9TH STREET

SUNDANCE LN

SHAWNEE BEND RD

SHAWNEE BEND RD

E. 8TH ST

VIA CANTERA DR

TREYSON DR

6TH STREET

7TH STREET

8TH STREET

SUNDOWN CR

SOL CIRCLE

10TH STREET

SUN CHASE STREET

6TH STREET

7TH STREET

8TH STREET

SUNDOWN

SOL CR

SUNSET

SUN VALLEY

SAM HOUSTON BLVD.

STEWART ROAD FM 2557

RIDGE AVENUE (Private)

BLANCA

7 STREET

STREET

1 LANE

W. SAN JUAN CIRCLE

E. SAN JUAN CIRCLE

NSET ST

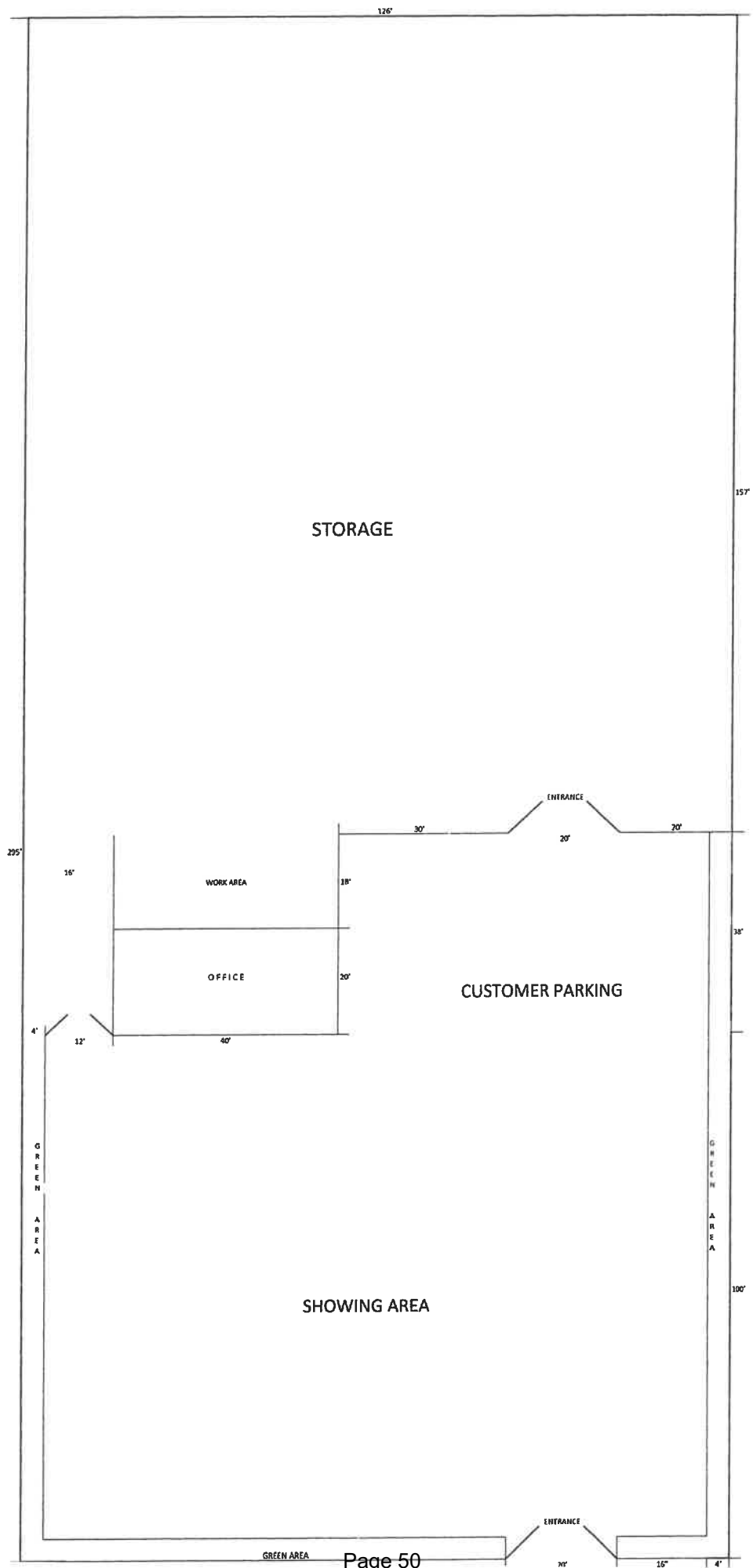
VALLEY ST

Zoning Districts

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

Conditional Use Permit to Allow an Automotive Repair and Service at "El Tio Auto Sales" located at 804 E. Business 83, legally described as Lots 84-89, Tierra Blanca Estates Subdivision, as Requested by Luis A. Vazquez.





Vazquez, Luis A.
908 Gonzalez Dr.
San Juan, TX 78589

ACJ LLC.
501 Ridge Road
Pharr, TX 78577

Phillips, Thomas F.
910 East Business 83
San Juan, TX 78589

Neyra, Oziel and Libradette M.
Carmona
606 Via Cantera
San Juan, TX 78589

Phillips, Thomas F.
1312 Bluebird Avenue
McAllen, TX 78504

Shuby 69 LLC.
900 E. Business 83
San Juan, TX 78589

TDL Properties, LLC.
120 W. Jonquil Avenue
McAllen, TX 78501

Dorado, Yeanet
607 Via Cantera Dr.
San Juan, TX 78589

Villalobos, Antonio
605 Via Cantera Dr.
San Juan, TX 78589

Aniceto, Fabiola C. and Fernando
603 Via Cantera Dr.
San Juan, TX 78589

Garza, Jesus
601 Via Cantera Dr.
San Juan, TX 78589

Parra, Ambrosio and Silvia
600 Via Cantera Dr.
San Juan, TX 78589

Duran, Edna M.
602 Via Cantera Dr.
San Juan, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Consideration and Action to Approve an Ordinance Abandoning a 15-Foot Utility Easement Dedication out of Lots 12 through 22, Cesar Heights Subdivision, Hidalgo County, Texas, as recorded by Instrument Number 3235451, as requested by the Owner(s); Authorizing the Mayor to Execute any and all Necessary Transfer Documents for said Abandonment; Providing a Repealer Clause; Providing a Saving Clause; Providing for Effective Date; Providing for Publication; and Ordaining Other Provisions Related to the Subject Matter Hereof.

STAFF COMMENTS AND RECOMMENDATIONS:

NAIN Engineering, LLC. is requesting to abandon a 15-foot Utility Easement Dedication within Cesar Heights Subdivision, a twenty-two (22) single-family residential development, which was platted and recorded on June 18, 2021. The City of San Juan does not have utility lines through that easement since that area is within the Military Water Supply Corporation Certificate of Convenience and Necessity (CCN) . The purpose of this Ordinance is to abandon approximately 1,708 linear feet easement that runs along Lots 12 thru 22, Cesar Heights Subdivision.

On August 12, 2003 the City of San Juan acquired a fifteen (15) foot Utility Easement for pipe line, water and utility purposes, over, under, and upon a portion of Lot 4, Block 27, Alamo Land and Sugar Company Subdivision, as show on Document Number 1258636.

If the City of San Juan does not approve the abandon of that 15-foot Utility Easement, the construction of residences at Lots 12 through 22 will be not possible since that utility easement runs in the middle of the properties.

RECOMMENDATION:

Staff recommends approval to abandon a 15-foot utility easement at Cesar Heights Subdivision.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

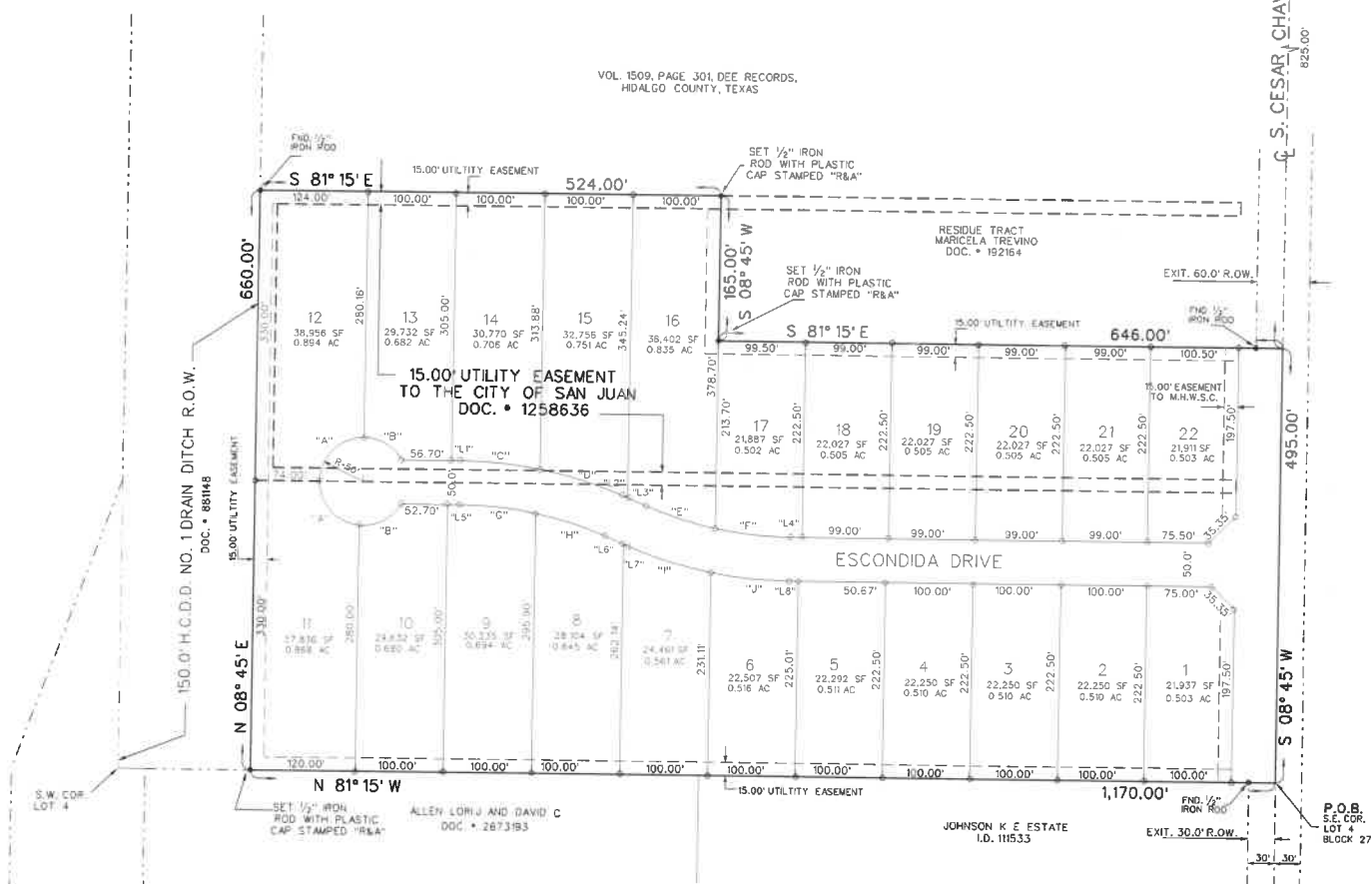
Benjamin Arjona, City
Manager

CESAR HEIGHTS SUBDIVISION

AN 15.28 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.

MOORE ROAD

VOL. 1509, PAGE 301, DEE RECORDS,
HIDALGO COUNTY, TEXAS



LOT 5, BLOCK 27
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
VOL. 1, PAGE 25, MAP RECORDS,
HIDALGO COUNTY, TEXAS.



8/23/2021

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS. 78537

FIRM NO. F-9050

PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

UTILITY EASEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

I, MARICELA TREVINO, a feme sole, whose mailing address is P.O. Box 405, San Juan, Hidalgo County, Texas 78589, for and consideration of the sum of ten dollars (\$10.00) in hand paid by the CITY OF SAN JUAN, TEXAS, a Texas Municipal Corporation of 709 South Nebraska, San Juan, Hidalgo County, Texas 78589, do by these presents Grant, Bargain, Sell, and convey unto said CITY OF SAN JUAN, TEXAS, a municipal corporation, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water and sewer lines and/or other utilities along, and across the following described lands and premises in the County of Hidalgo, State of Texas, to wit:

A 15.00 feet Utility Easement dedication out of Lot 4, Block 27, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, as per map thereof recorded in Volume 1, Page 24-26 of the Map Records of said County, said Utility Easement being more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of Lot Four (4), Block Twenty-seven (27), thence with the East line of said Lot, the centerline of Cesar Chavez Road, South 660.00 feet to a cotton picker spindle found, thence West, at 30.00 feet found a one-half (1/2) inch diameter iron rod at the Existing West Right of Way of Cesar Chavez Road, at 50.00 feet in all to a one-half (1/2) inch diameter iron rod set at the additional Right of Way of said Road, for the most Northerly Northeast corner hereof and PLACE OF BEGINNING;

Thence continuing West 1120.00 feet to a one-half (1/2) inch diameter iron rod found for the Northwest corner hereof;

Thence with the East line of Hidalgo County Drainage District No. 1 Tract described in Document No. 881150, Official Records of said County, South 330.00 feet to a one-half (1/2) inch diameter iron rod set for the Southwest corner hereof;

Thence East 1120.00 feet to a one-half (1/2) inch diameter iron rod set at the additional right of way of said Road, for the most Southerly Southeast corner hereof;

Thence North 15.00 feet to the most Southerly Northeast corner hereof;

Thence West 1100.00 feet to an inside corner hereof;

Thence North 300.00 feet to an inside corner hereof;

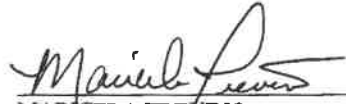
Thence East 1100.00 feet to the most Northerly Southeast corner hereof;

Thence North 15.00 feet to the PLACE OF BEGINNING, containing Ninety-one hundredths (0.91) acre, more or less.

TO HAVE AND TO HOLD the same perpetually unto the City of San Juan and its assigns, together with the right of ingress and egress for the purpose of installing, constructing, reconstructing, repairing, inspecting, and maintaining the water and sewer lines and/or other utilities.

Grantor, her heirs and assigns, hereby covenant to and with the City of San Juan that its officers, agents or employees may at any and all times, when necessary or convenient to do so, go over and upon said described land, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this grant is made.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 12th day of August, 2003.


MARICELA TREVINO

(Acknowledgment)

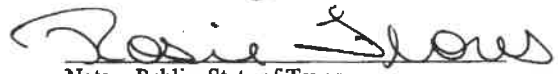
THE STATE OF TEXAS

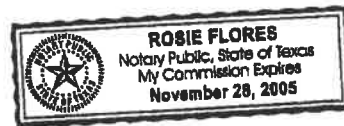
§

COUNTY OF HIDALGO

§

This instrument was acknowledged before me on the 12th day of August, 2003, by
MARICELA TREVINO.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

MONTALVO & RAMIREZ
900 North Main
McAllen, Texas 78501

File No. 03-531R

Filed for Record in:
Hidalgo County, III
by J. D. Salinas, III
County Clerk
On: Oct 24, 2003 at 09:10A
As a Recording
Document Number: 1258636
Total Fees: 16.00
Receipt Number - 537751
By: Tessa Garcia, Deputy



To Whom it may concern,

Military Highway Water Supply Corporation does not have any interest or use on the utility easement designated to the City of San Juan within the development of Cesar Heights Subdivision.

Feel free to contact me for any comments or concerns.

Respectfully,


David Garcia

MHWSC

Field Operations Manager

"This institution is an equal opportunity provider and employer"

Military Highway Water Supply Corporation

P.O. Box 250 • Progreso, Texas 78579
Phone (956) 565-2491 • Fax (956) 565-9471

ORDINANCE NO.

AN ORDINANCE ABANDONING A 15-FOOT UTILITY EASEMENT AND/OR RIGHT-OF-WAY LOCATED ALONG LOTS 12 THROUGH 22, CESAR HEIGHTS SUBDIVISION, AS RECORDED IN INSTRUMENT NO. 1258636, MAP RECORDS OF HIDALGO COUNTY, TEXAS AS REQUESTED BY THE OWNER(S); AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL NECESSARY TRANSFER DOCUMENTS FOR SAID ABANDONMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of San Juan, Texas has exclusive control over and under the public highways and streets, including authority to vacate, abandon and close streets, pursuant to § 253.001 of the Texas Local Government Code and §311.001 and §311.007 of the Texas Transportation Code; and

WHEREAS, the subdivision plat of Cesar Heights Subdivision was recorded on the 18th day of June 2021, Instrument Number 3235451, Map Records of Hidalgo County, Texas, which is attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, pursuant to the above referenced plat, an street easement/right-of-way was dedicated to the public and such street easement/right-of-way specifically runs within the boundaries of the Lot 5, Block 27, Alamo Land and Sugar Company Subdivision (Lots 12 through 22, Cesar Heights Subdivision), an addition to the City of San Juan, Hidalgo County, Texas as recorded in Instrument No. 1258636, Map Records of Hidalgo County, Texas; and

WHEREAS, such street easement/right-of-way is more particularly illustrated in **Exhibit “B”** attached hereto and made a part hereof (hereinafter referred to as the “Right-of-Way”); and

WHEREAS, pursuant to § 272.001(b) of the Texas Local Government Code the City may convey streets and alleys, owned in fee or used by easement, for less than the fair market value of the land or interest if such conveyance is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, Ricardo Cazares, RK Development & Construction, LLC. who is the sole owner of the underlying property in fee simple that abuts the Right-of-Way, is requesting that the City of San Juan to abandon said Right-of-Way; and

WHEREAS, upon proper review, the City has determined that the said Right-of-Way no longer serves a public purpose and that it would be appropriate for the Right-of-Way to be abandoned; and

WHEREAS, the City Commission deems that the public’s interest would be best served by the abandonment of the Right-of-Way; and

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

SECTION I. Incorporation of Recitals. The City Commission finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Commission hereby incorporates such Recitals as part of this Resolution.

SECTION II. It is, therefore, ordered by the City Commission that it is in the best interest of the public that said Right-of-Way be and is hereby abandoned, subject to the following conditions:

1. The owner(s) Ricardo Cazares, RK Development & Construction, LLC. assumes financial responsibility for any and all public utilities located within the Right-of-Way that will need to be relocated as a result of the abandonment of the Right-of-Way;
2. That a note be placed on the Cesar Heights Subdivision Plat referring to the Ordinance relating to this abandonment.

SECTION III. It is further ordered and the City Commission hereby authorizes the Mayor to execute any and all necessary transfer documents that are related thereto upon satisfaction of the conditions described in Section II above.

SECTION III. It is further ordered that the City Manager or his designee cause this ordinance to be recorded at the County Clerks' Office of Hidalgo County, Texas upon satisfaction of the conditions described in Section II above.

SECTION IV. REPEALER. This Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION V. SAVINGS CLAUSE. If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION VI. EFFECTIVE DATE. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and wherein such second reading is not made until fifteen (15) days has passed after its first reading.

SECTION VII. PUBLICATION. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a

newspaper having general circulation in San Juan, Texas.

READ, PASSED AND APPROVED ON THE FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, on the 14th day of September, 2021.

READ, PASSED AND APPROVED ON THE SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, on the _____ day of _____, 2021

CITY OF SAN JUAN, TEXAS

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Diana Cavazos, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

BY: _____
City Attorney

Attachments: Exhibits “A” and “B”.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

An Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.006 San Juan Memorial Park, Subsection (A) Park Facility Rental Fees of the City of San Juan's Code of Ordinances to Add Paragraph (4) to Provide Provisions to Allow Co-Sponsorship and Co-Promotion of Events Held at the City's Park Facilities; Providing for Effective Date; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

STAFF COMMENTS AND RECOMMENDATIONS:

This amendment to the Ordinance will provide for a Co-sponsorship and Co-promotion of Events Held at City's Park Facilities. Subject to City Commission Approval, the City Manager may enter into a co-sponsorship/Co-promotion agreements with entities and/or individuals for events held at the City's Park Facilities whereby the City sponsors the event when co-sponsorship will assist in bringing to the City a broad range of activities and entertainment of commercial value thereby enhancing the quality of life of the general public.

RECOMMENDATION:

Approve as recommended.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 2021-XX

AN ORDINANCE AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.05 ADMINISTRATIVE FEES, SECTION 1.05.006 SAN JUAN MEMORIAL PARK, SUBSECTION (A) PARK FACILITY RENTAL FEES OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES TO ADD PARAGRAPH (4) TO PROVIDE PROVISIONS TO ALLOW CO-SPONSORSHIP AND CO-PROMOTION OF EVENTS HELD AT THE CITY'S PARK FACILITIES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the City of San Juan provides Parks & Recreation Services to the community and certain fees are necessary to offset the operational and administrative costs incurred by the City in doing so; and

WHEREAS, The City of San Juan currently provides for park facility rental fees and such fees are provided for under Chapter 1, Article 1.05, Sections 1.05.006 Parks and Recreation Fees, Subsection (A) Park Facility Rental Fee of the City of San Juan Code of Ordinances; and

WHEREAS, after review of the current fees, the City Commission desires to amend such provisions to allow for agreements with entities and/or individuals wherein the City is sponsoring or promoting such events that will assist in bringing to the City a broad range of activities and entertainment of commercial value thereby enhancing the quality of life of the general public.

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

SECTION 1: CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.05 ADMINISTRATIVE FEES, SECTION 1.05.006 PARKS AND RECREATION FACILITY, SUBSECTION (A) PARK FACILITY RENTAL FEES OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES is hereby amended to add the new provisions under Paragraph (4) as underlined below:

Sec. 1.05.006 Parks and Recreation Fees

(A) Park Facility Rental Fees

- (1) San Juan Memorial Park
 - (a) Deposit (refundable): \$100.00
 - (b) Rental for city resident: \$125.00
 - (c) Rental for noncity resident: \$175.00
 - (d) Rental for city employee: \$125.00
 - (e) Rental of kitchen: \$ 50.00
 - (f) Noise permit: \$ 10.00

- (2) San Juan Sports Complex
 - (a) Baseball/Softball Field (Practice): \$ 45.00 per 2 Hour Block
 - (b) Baseball/Softball Field (Tournament): \$200.00 per field, per day
\$150.00 per field, per day, if City runs the concession stand

\$100.00 per field, per day, if City runs the concession stand and the gate entrance.

Note: If a person/entity rents all four (4) baseball/softball fields (located at San Juan Sports Complex and the San Juan Municipal Park) for a tournament and for the same rental period, a \$25 discount will apply per field per day.

(3) San Juan Municipal Park

- (a) Baseball/Softball Field (Practice): \$ 75.00 per 2 hour block
- (b) Baseball/Softball Field (Tournament): \$500.00 per field, per day
\$300.00 per field, per day, if City runs the concession stand
\$200.00 per field, per day, if City runs the concession stand and the gate entrance.
- (c) Batting Cages: \$ 50.00 per 1 hour and 30 minutes
- (d) Soccer Field: \$300.00 per day
- (e) Multipurpose Field: \$500.00, per day, if event is open to the public at no charge
\$3,000.00 per day for ticketed or private events
\$250.00 per day for use of electrical outlets
\$500.00 for portable fencing
\$150.00 per day for gate keeper

Note 1: If a person/entity rents all four (4) baseball/softball fields (located at the San Juan Sports Complex and the San Juan Municipal Park) for a tournament and for the same rental period, a \$25.00 discount will apply per field per day.

Note 2: If a person/entity rents the Multipurpose Field and a ticketed event is held, then, in addition to the applicable rental fee under (e) above, person/entity holding such event shall be required to pay the City \$0.75 for every \$5.00 ticket value, per ticket sold; provided that such fee shall not exceed \$3.00 per ticket value, per ticket sold. For example, if ticket value is \$10.00, person/entity holding event will be required to pay the City \$1.50 per ticket sold.

(4) Co-sponsorship and Co-promotion of Events Held at City's Park Facilities

- (a) Co-sponsorship of Events at City Park Facilities. Subject to City Commission approval, the City Manager may enter into co-sponsorship agreements with entities and/or individuals for events held at the City's Park Facilities whereby the City sponsors the event when co-sponsorship will assist in bringing to the City a broad range of activities and entertainment of commercial value thereby enhancing the quality of life of the general public. Such agreements shall be considered on a case by case basis and shall be made under terms and conditions

deemed by the City Commission to be in the best interest of the general public. Co-sponsorship agreements are not subject to the park facility rental fees under Paragraphs (1), (2), and (3) in this Subsection, but such fees may be used as consideration in such agreements.

- (b) Co-promotion of Events at City Park Facilities. Subject to City Commission approval, the City Manager may enter into co-promotion agreements with entities and/or individuals to promote events held at the City's Park Facilities whereby the City shares part of the cost of promoting the event when co-promotion will assist in bringing to the City a broad range of activities and entertainment of commercial value thereby enhancing the quality of life of the general public. Such co-promotional agreements shall be considered on a case by case basis and shall be made under terms and conditions deemed by the City Commission to be in the best interest of the general public. Co-promotional agreements are not subject to the park facility rental fees under Paragraphs (1), (2), and (3) in this Subsection, but such fees may be used as consideration in such agreements.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until the fifteen (15) days has passed after its first reading.

SECTION 5. PUBLICATION. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 6. CODIFICATION. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 7. SEVERABILITY. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 8. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of September, 2021.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of September, 2021.

CITY OF SAN JUAN, TEXAS

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Diana Cavazos, City Secretary

APPROVED AS TO FORM:

Palacios Garza & Thompson, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Preliminary and Final Plat Approval of the Arguello Subdivision being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision, located approximately a quarter of a mile East of Veterans Boulevard, along the North side of Eldora Road, as Requested by R.E. Garcia & Associates.

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide 0.86 acre tract along West Eldora, into one (1) residential subdivision lot. The proposed subdivision is located in a flood zone “B” according to the FEMA Map.

Water service will be provided by the North Alamo Water Supply Corporation and sewer by the City of San Juan. The fire hydrant shall be connected to the 8-inch water line as requested by the Fire Department. A fire hydrant must be placed within 500 feet of existing fire hydrants. All entrance and exits must be 26 feet.

RECOMMENDATION:

During the Regular Meeting on September 2, 2021, the Planning and Zoning Commission unanimously recommended approval of the Preliminary and Final Plat with a 6-0 vote.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/02/2021
CITY COMMISSION – 09/14/2021
DATE PREPARED – 09/23/2021

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Preliminary and Final Plat Approval of the Arguello Subdivision
APPLICANT:	Luis Manuel Arguello
AGENT:	R.E. Garcia & Associates
LEGAL:	Being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision
LOCATION:	The property is located approximately a quarter of a mile East of Veterans Boulevard, along the North side of Eldora Road
LOT/TRACT SIZE:	0.86 acres
CURRENT USE OF PROPERTY:	Vacant
EXISTING ZONING:	Single-Family Residence District (R-S)
EXISTING LAND USE/ ADJACENT ZONING	<u>North</u> – Vacant; Single-Family Residence District (R-S) <u>South</u> – Residential; Single-Family Residence District (R-S) <u>East</u> – Residential; Single-Family Residence District (R-S) <u>West</u> – Residential; Single-Family Residence District (R-S)
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation and sewer service will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to comply with the list of requirements in the attached report.

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide 0.86 acre tract along West Eldora, into one (1) residential subdivision lot. The proposed subdivision is located in a flood zone “B” according to the FEMA Map.

Water service will be provided by the North Alamo Water Supply Corporation and sewer by the City of San Juan. The fire hydrant shall be located to the 8-inch water line as requested by the Fire Department. A fire hydrant must be placed within 500 feet of existing fire hydrants. All entrance and exits must be 26 feet.

Park Fees:

1. \$675.00 per lot being platted for single-family residential purposes.

Additional Fees:

1. \$106.00 Recording Fee
2. \$250.00 Hidalgo County Drainage District Fee

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Comments from City Engineer, Fire and Utilities Departments
Subdivision Plat



Proposed Site

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 09/02/2021 Commissioner Yzaguirre made a motion to approve the Preliminary and Final Plat Approval as presented by staff. Commissioner Perez seconded the motion. The motion passed unanimously with a (6-0) vote.

Mr. Escobar said that property is located along Eldora Road, between Veterans and Raul Longoria Road. Applicant wants to build a house and he needs to go to the subdivision. He is proposing a one lot residential subdivision. City Staff and City Engineer reviewed the plans. Water service will be provided by the North Alamo Water Supply Corporation, there is an existing 8-inch water line is located along Eldora Road and existing 10-inch sewer line that city extended a couple of years back as a city project. A 15-foot utility easement was dedicated and approved drainage report was presented.

Raul Garcia, Project Engineer, said that was a property partition and owner needs to subdivide in order to build a residential facility.

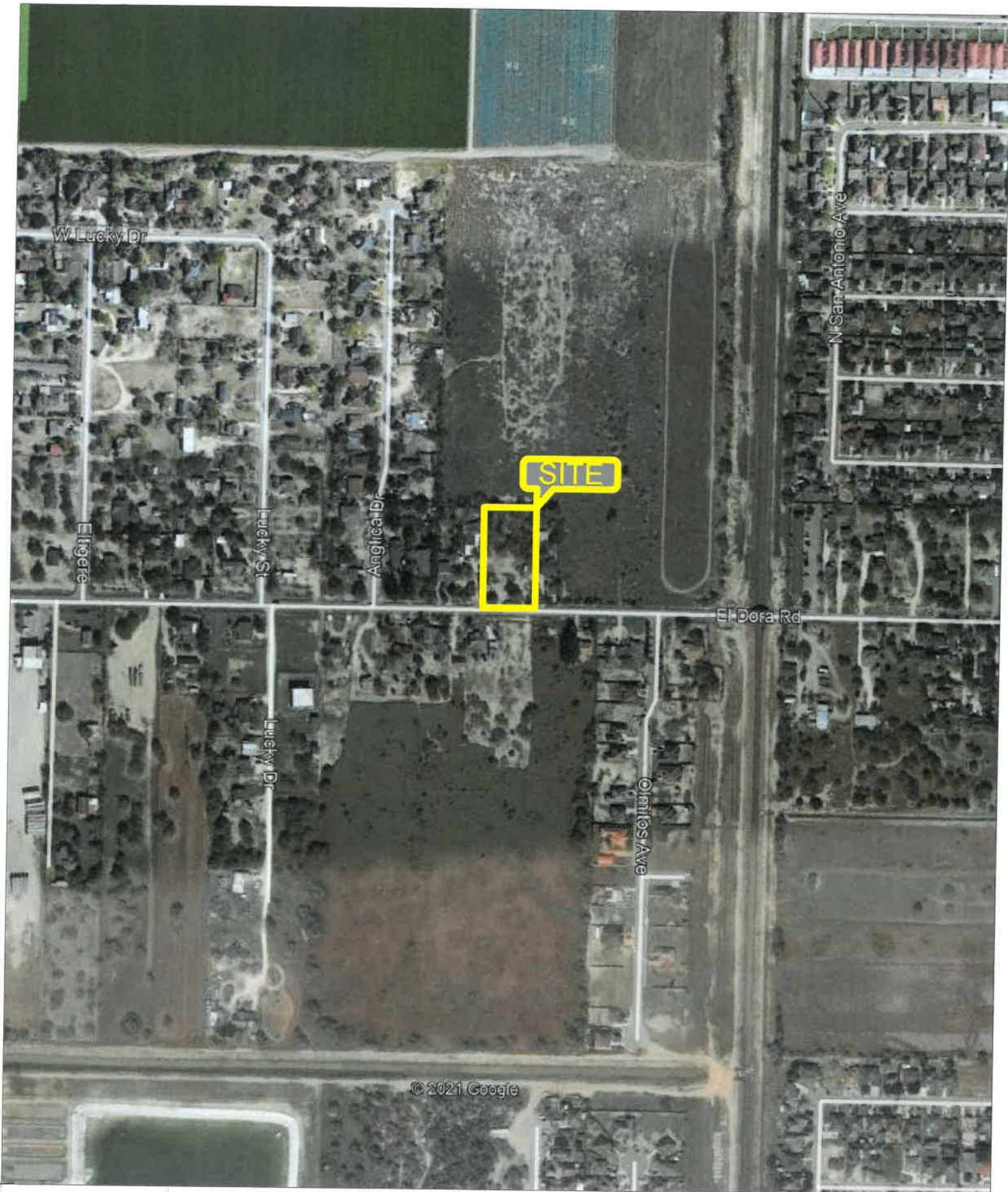
Commissioner Alaniz remembered a subdivision plat that was presented previously where property owner needs to extended services to the property. Raul Garcia said this is the same subdivision plat but now all the services are already in place.



- Legend**
- CITY LIMITS
 - Proposed area

Preliminary and Final Plat Approval of the Arguello Subdivision being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision, located approximately a quarter of a mile East of Veterans Boulevard along the North side of Eldora Road, as Requested by R.E. Garcia & Associates.





Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of the Arguello Subdivision being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision, located approximately a quarter of a mile East of Veterans Boulevard along the North side of Eldora Road, as Requested by R.E. Garcia & Associates.





Preliminary and Final Plat Approval of the Arguello Subdivision being an 0.86-acre tract of land out of Lot 7, Block 6, John Closner Subdivision, located approximately a quarter of a mile East of Veterans Boulevard along the North side of Eldora Road, as Requested by R.E. Garcia & Associates.



JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.tx.com

TBPELS FIRM NO. F-1295

MEMORANDUM

RECEIVED

JUL 29 2021

Planning Department

To: City of San Juan
Attn: Ms. Monica Gomez, Planner II
From: Javier Hinojosa, P.E. 
Subject: Arguello Subdivision (Preliminary)
Date: July 29, 2021

The following are our comments regarding Arguello Subdivision:

Subdivision Plat

1. Need to show P.O.B. on face of the plat.
2. Need to contour lines on face of plat.
3. Need to show benchmark on face of the plat.
4. Need to revise Note No. 4 to indicate finish floor above centerline of road since there is no curb and gutter.
5. Need a note indicating the required amount of stormwater detention and how it will be provided.
6. Need to revise all dates to be 2021.

Overall Utility Plan

1. Water
 - a. Need to submit plans to North Alamo Water Supply for their review and approval.
 - b. Need to indicate the size of the existing waterline along Eldora Road along with the ownership of the line.
 - c. Need to show any existing fire hydrants in the area. Need to have City's Fire Marshall review the need for a fire hydrant for this subdivision.
2. Sanitary Sewer
 - a. Need to indicate the size of the existing sanitary sewer line along Eldora Road along with the ownership. Need to show the top and invert elevations of any existing manholes along Eldora Road.

3. Storm Drainage

- a. Need to provide an approved drainage report from Hidalgo County Drainage District No.1.
- b. Need to show any existing drainage lines adjacent to the property if applicable.
- c. Need to show all existing topography on the site including Eldora Road.
- d. Need to show the width of the pavement along Eldora Road.

Irrigation

1. Need to submit subdivision plat and utility layout to Irrigation District No. 2 for their review and approval.
2. Need to show any existing irrigation lines that may need to be abandoned or relocated.

I would recommend preliminary approval based on my comments and comments of City staff. Please have the Engineer revise and resubmit to the City. If you have any questions or require further information, please feel free to contact me at your convenience.



Tirso Garza,
Fire Chief

Carlos Alaniz,
Deputy Chief

Jose J. Salinas,
Fire Inspector

Sandra Guajardo,
Adm. Assistant

Station #1
707 S. Nebraska
San Juan, TX 78589

Station #2
2301 N. Raul Longoria Rd.
San Juan, TX 78589

Ph: (956) 223-2470
Fax: (956) 783-3441

BUILDING PLAN REVIEW COMMENTS

Building Plan Name: R. E. Garcia & Associates

Address:

Date Reviewed: 8/16/21

After reviewing plans the following requirements shall be needed as per the Fire Protection System per IFC 2012:

1. The hydrant shall be looped to the 8" waterline. (Recommended Mueller Safety Yellow Barrel without the anti-theft device.)
2. The Developer shall install reflective blue markers in front of all hydrants.
3. Curb shall be painted RED with WHITE lettering reading NO PARKING 30 feet from the center of hydrant and 15 feet to each side.
4. A fire hydrant must be placed within 500 feet of existing fire hydrant.
5. All entrance and exits must be 26 feet.

Plans Reviewed By,
Jose J. Salinas, Fire Inspector

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

PLAT OF ARGUELLO SUBDIVISION

A 0.86 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 7, BLOCK 6, JOHN CLOSNER, ET. AL., SUBDIVISION, AS AMENDED AND RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN GIFT DEED RECORDED IN DOCUMENT NO. 2603581, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: OCTOBER 29, 2018

SCALE IN FEET
0 30' 60' 90'

SCALE: 1" = 30'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS



JOB NO.: 2012-101
DRAWN BY: D.E.S.

116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1081
EMAIL: REGASSOC@AOL.COM

PLAT NOTES

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
COMMUNITY-PANEL NO. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
- SETBACKS ARE AS FOLLOWS:

FRONT 40.00'
SIDE 15.00' OR EASEMENT, WHICHEVER IS GREATER.
REAR 15.00' OR EASEMENT, WHICHEVER IS GREATER
- BENCHMARK ELEVATION: BM-1: TOP OF MANHOLE LOCATED 194.70 FEET EAST AND 19 FEET SOUTH OF THE SOUTHEAST CORNER OF DESCRIBED PROPERTY, ELEVATION: 99.32 DATUM: N.A.D. 1983
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE CENTERLINE OF ROAD, WHICHEVER IS GREATER.
- ALL CORNERS SET HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
- IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,328 CUBIC FEET (0.03 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.
- A DEVELOPMENT PERMIT SHALL BE REQUIRED PRIOR TO ANY CONSTRUCTION OR PLACING ANY STRUCTURE ON LOT.
- A FIVE (5') FEET WIDE CONCRETE SIDEWALK TO BE BUILT ALONG ELDORA ROAD AT THE TIME A BUILDING PERMIT IS ISSUED.
- ALL UTILITY EASEMENTS, ALLEYS, AND RIGHT OF WAYS SHALL BE PROPERLY MAINTAINED BY OWNER PER CITY REQUIREMENTS.

METES AND BOUNDS DESCRIPTION

A 0.86 OF AN ACRE TRACT OF LAND BEING A PORTION OF LOT 7, BLOCK 6, JOHN CLOSNER, ET. AL., SUBDIVISION, AS AMENDED AND RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 1216, PAGE 86, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF ELDORA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 7, BLOCK 6, BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED IN DOCUMENT NUMBER 698057, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEARS EAST 465.34 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 6,

THENCE NORTH ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED IN DOCUMENT NUMBER 698057, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING PARALLEL TO THE WEST LINE OF SAID LOT 7, BLOCK 6, PASS AT 20.00 FEET A POINT BEING THE NORTH RIGHT-OF-WAY LINE OF SAID ELDORA ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 304.00 FEET TO A SET ONE-HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED IN DOCUMENT #698057, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE EAST 123.75 FEET PARALLEL TO THE SOUTH LINE OF SAID LOT 7, BLOCK 6, TO A SET ONE-HALF INCH IRON ROD FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 7, BLOCK 6, PASS AT 284.00 FEET A POINT BEING THE NORTH RIGHT-OF-WAY LINE OF SAID ELDORA ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 304.00 FEET TO A POINT ON THE CENTERLINE OF SAID ELDORA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 7, BLOCK 6, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE WEST 123.75 FEET ALONG SAID CENTERLINE OF ELDORA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 7, BLOCK 6, TO THE POINT OF BEGINNING AND CONTAINING 0.86 OF AN ACRE (37,620 SQUARE FEET) OF LAND, MORE OR LESS.

APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2:

THIS PLAT HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS ____ DAY OF ____ 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS OR EASEMENTS.

ATTEST:

PRESIDENT _____ DATE _____ SECRETARY _____ DATE _____

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE PLAN FOR THIS SUBDIVISION COMPANY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

THE STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF SAN JUAN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT, CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF SAN JUAN _____ DATE _____

SECRETARY, CITY OF SAN JUAN _____ DATE _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING & ZONING COMMISSION HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING & ZONING COMMISSION _____ DATE _____



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

THE STATE OF TEXAS COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS ARGUELLO SUBDIVISION ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

LUIS MANUEL ARGUELLO
502 WEST ELDORA ROAD
SAN JUAN, TEXAS 78589

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED LUIS MANUEL ARGUELLO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____, 20__.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

NORTH ALAMO WATER SUPPLY CORPORATION

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

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

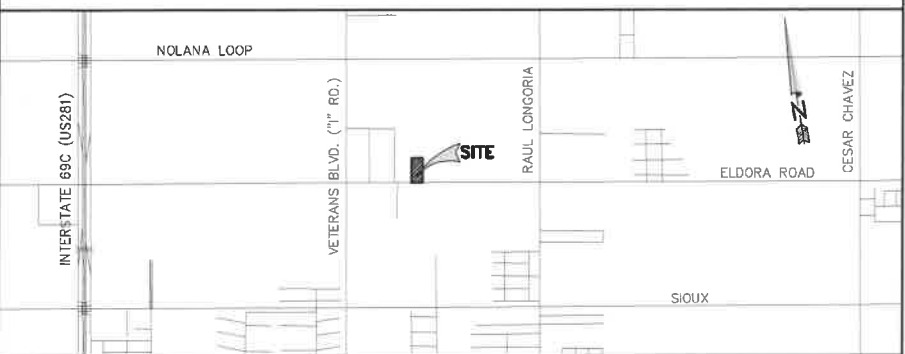
THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT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

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 20__.

LUIS MANUEL ARGUELLO
502 WEST ELDORA ROAD
SAN JUAN, TEXAS 78589

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

LOCATION MAP SCALE: 1" = 1000"



PRINCIPAL CONTACTS:

OWNER:	NAME:	ADDRESS:	CITY, STATE & ZIP:	PHONE NO:
	D. LUIS MANUEL ARGUELLO	502 WEST ELDORA ROAD	MSAN JUAN, TX. 78589	(956) 533-4332
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381-1081
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381-1081

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Preliminary and Final Plat Approval of the Christian Estates Subdivision being a 10.95-acre tract of land out of Lot 12, Block 8, John Closner Subdivision, located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road, as Requested by Quintanilla, Headley and Associates, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide 10.95 acre tract into twenty-eight (28) residential and two (2) commercial lots. The property is located at Nolana Avenue and Raul Longoria Road. The proposed subdivision is located in a flood zone “B” according to the FEMA Map and it is going to be a private subdivision with entrance/exit along Raul Longoria Road.

Water service will be provided by the North Alamo Water Supply Corporation and sewer service by the City of San Juan. The fire hydrant shall be connected to the 8-inch water line as requested by the Fire Department. A fire hydrant must be placed within 500 feet of existing fire hydrants. All entrance and exits must be 26 feet.

The project engineer is requesting the following variances:

1. To not comply with the 20-foot rear setback. He is proposing 10-feet for lots 1-28.
2. To not comply with the 6-foot side setback. He is proposing 5-foot for lots 1-28.
3. To not comply with the 20-foot front setback for cul-de-sac lots 13-16. He is proposing 15-foot.
4. To not comply with the 15-foot Utility Easement. He is proposing a 10-foot utility easement for Lots 1-28 on rear side and west die of Lots A-B, north side of Lot A and south side of Lot B.
5. To not comply with a lot frontage for Multi-Family Residential District. He is proposing 60.88-feet for Lots 13-16 and 78 feet for Lots 12, 17-28.
6. To not comply with the lot area for Multi-Family Residential District. He is proposing 10,781.17 - 16, 171.05 sq. ft. for Lots 1-16 and 10,920 sq. ft. for Lots 17-28.
7. To not comply with the handicap ramps on internal street corners. He is proposing to be done at the building permit stage.
8. To not comply with the 600-feet maximum at cul-de-sac length. He is proposing 1,200-feet.
9. To allow fiberglass sewer manholes with concrete foundation.

RECOMMENDATION:

During the Regular Meeting on September 2, 2021, the Planning and Zoning Commission recommended denial and follows staff recommendation and City of San Juan Ordinances and Codes with a 5-1.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/02/2021
CITY COMMISSION – 09/14/2021
DATE PREPARED – 09/23/2021

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Preliminary and Final Plat Approval of the Christian Estates

APPLICANT: OC Development, LTD.

AGENT: Quintanilla, Headley and Associates, Inc.

LEGAL: Being a 10.95-acre tract of land out of Lot 12, Block 8, John Closner Subdivision.

LOCATION: The property is located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road

LOT/TRACT SIZE: 10.96 acres

CURRENT USE OF PROPERTY: Vacant

EXISTING ZONING: Neighborhood Commercial District (R-S)

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

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

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

1. To not comply with the 20-foot rear setback. He is proposing 10-feet for lots 1-28.
2. To not comply with the 6-foot side setback. He is proposing 5-foot for lots 1-28.
3. To not comply with the 20-foot front setback for cul-de-sac lots 13-16. He is proposing 15-foot.
4. To not comply with the 15-foot Utility Easement. He is proposing a 10-foot utility easement for Lots 1-28 on rear side and west die of Lots A-B, north side of Lot A and south side of Lot B.
5. To not comply with a lot frontage for Multi-Family Residential District. He is proposing 60.88-feet for Lots 13-16 and 78 feet for Lots 12, 17-28.

6. To not comply with the lot area for Multi-Family Residential District. He is proposing 10,781.17 - 16,171.05 sq. ft. for Lots 1-16 and 10,920 sq. ft. for Lots 17-28.
7. To not comply with the handicap ramps on internal street corners. He is proposing to be done at the building permit stage.
8. To not comply with the 600-feet maximum at cul-de-sac length. He is proposing 1,200-feet.
9. To allow fiberglass sewer manholes with concrete foundation.

RECOMMENDATION:

Staff recommends to follows the City of San Juan Ordinances and Codes.

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide 10.95 acre tract into twenty-eight (28) residential and two (2) commercial lots. The property is located at Nolana Avenue and Raul Longoria Road. The proposed subdivision is located in a flood zone "B" according to the FEMA Map and it is going to be a private subdivision with entrance/exit along Raul Longoria Road.

Water service will be provided by the North Alamo Water Supply Corporation and sewer by the City of San Juan. The fire hydrant shall be located to the 8-inch water line as requested by the Fire Department. A fire hydrant must be placed within 500 feet of existing fire hydrants. All entrance and exits must be 26 feet.

The project engineer is requesting the following variances:

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5. To not comply with a lot frontage for Multi-Family Residential District. He is proposing 60.88-feet for Lots 13-16 and 78 feet for Lots 12, 17-28.
6. To not comply with the lot area for Multi-Family Residential District. He is proposing 10,781.17 - 16, 171.05 sq. ft. for Lots 1-16 and 10,920 sq. ft. for Lots 17-28.
7. To not comply with the handicap ramps on internal street corners. He is proposing to be done at the building permit stage.
8. To not comply with the 600-foot maximum at cul-de-sac length. He is proposing 1,200-feet.
9. To allow fiberglass sewer manholes with concrete foundation.

Park Fees:

1. \$675.00 per dwelling unit being platted for multi-family residential purposes

Additional Fees:

1. \$106.00 Recording Fee
2. \$250.00 Hidalgo County Drainage District Fee
3. A 4% Inspection Fee based on Cost Estimate submitted by the Project Engineer

ATTACHMENTS:

Location Map
Aerial Photo
Zoning Map
Variance Request Letter
Comments from City Engineer, Fire and Utilities Departments
Subdivision Plat



Proposed Site

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 09/02/2021 Commissioner Alaniz made a motion to follow the staff recommendation and follow the City of San Juan Ordinances and Codes. Commissioner Perez seconded the motion. The motion passed with a (5-1) vote with Commissioner Yzaguirre voting nay.

Mr. Escobar said that property is located South of Nolana Avenue, along the West side of Raul Longoria Road. The applicant is proposing twenty-eight (28) multi-family lots and two (2) commercial lots. He reminded the board that property was recently rezoned into multi-family. City Staff and City Engineer reviewed the subdivision plat and comments were provided to the Project Engineer. There is an existing 8-inch water line from North Alamo Water Supply Corporation and 8-inch sewer line. A total of three (3) fire hydrants will be installed and lighting. A variance request letter was included in the packet; all variances were similar request like Carroll Estates. He explained the variances requested: 1) To not comply with the 20-foot rear setback. He is proposing 10-feet for lots 1-28. 2) To not comply with the 6-foot side setback. He is proposing 5-foot for lots 1-28. 3) To not comply with the 20-foot front setback for cul-de-sac lots 13-16. He is proposing 15-foot. 4) To not comply with the 15-foot Utility Easement. He is proposing a 10-foot utility easement for Lots 1-28 on rear side and west side of Lots A-B, north side of Lot A and south side of Lot B. 5) To not comply with a lot frontage for Multi-Family Residential District. He is proposing 60.88-feet for Lots 13-16 and 78 feet for Lots 12, 17-28. 6) To not comply with the lot area for Multi-Family Residential District. He is proposing 10,781.17 - 16,171.05 sq. ft. for Lots 1-16 and 10,920 sq. ft.

for Lots 17-28. 7) To not comply with the handicap ramps on internal street corners. He is proposing to be done at the building permit stage. 8) To not comply with the 600-foot maximum at cul-de-sac length. He is proposing 1,200-feet. 9) To allow fiberglass sewer manholes with concrete foundation. Mr. Escobar added that developer is requesting all these variances because new developments do not meet with City of San Juan Ordinances.

Commissioner Alaniz said that he does not agree with waving ADA ramps requirement. Mr. Escobar responded that ramps will be installed by the builder, not by the developer.

Commissioner Cardenas remembered that Planning and Zoning Board denied similar variances in different subdivisions. Mr. Escobar responded that Planning and Zoning denied the variances but City Commission approved them. Commissioner Alaniz said that they need to be consistent with everybody.

Alfonso Quintanilla, Project Engineer, said the only ramps that are installing are along Raul Longoria Road, where the commercial lots are located. He said all variances are identical as Carroll Estates, where some apartments were built and everything working well with variances, as far of rear and side setbacks. He said all the utility companies are working well with the 10-foot utility easement. Water and sewer lines are located at front of the properties; very limited utilities are in the back of the properties. The lot frontage is reduced because of the curl-de-sac lots. The other issue is with the manufacture company for the fiber glass sanitary manholes.

Eddie Cantu, OC Development, said that handicap ramps variance does not apply to this subdivision since they are installing handicap ramps along Raul Longoria Road, where commercial lots are located. He explained the reason why they were requesting this variance on handicap ramps is because the City of San Juan requires installing the ramps before sidewalks. He said that no other cities require handicap ramps before sidewalks.

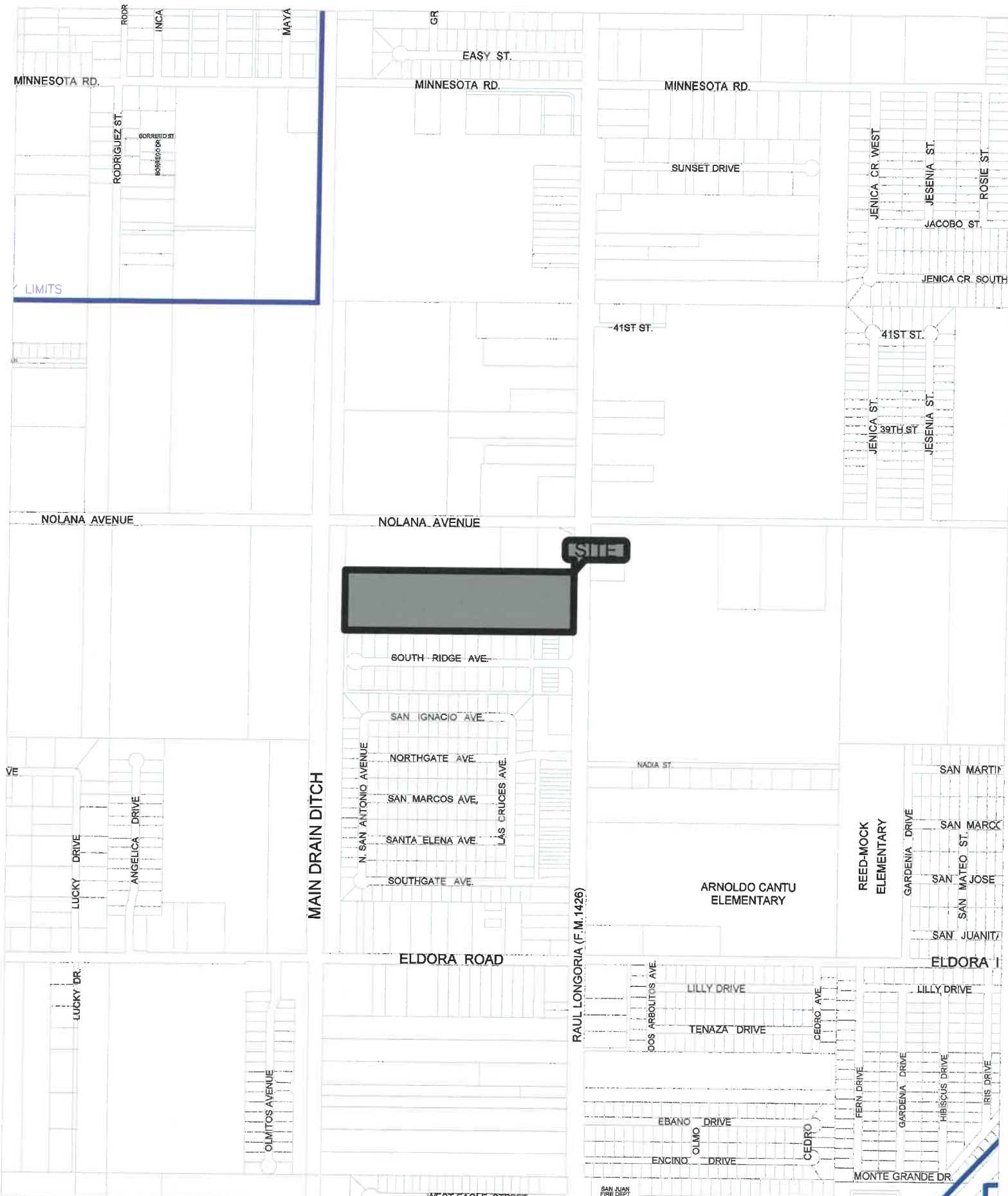
Commissioner Yzaguirre asked Mr. Escobar if CONSOR Engineering had any comments regarding the fiberglass manholes. Mr. Escobar responded that city has standards that city adopted back in 2016. He said that proposed manholes will work but they are new style and are against our city standards. Eddie Cantu explained that they installed the required manholes in some of the new subdivisions, but now those type or manholes are not available due to COVID.

Commissioner Cardenas recapped saying that they talked about to be consistent when other subdivisions came forward. Commissioner Alaniz asked about the street's length; Mr. Quintanilla responded 36' back to back.

Alfonso Quintanilla said that subdivision will be gated and they will have a homeowner's association in charge of maintenance. The gate will be between the commercial and multi-family area, as per Fire Department requirements.

Commissioner Alaniz said that his main concern is the stacking of cars along the street and no space for the Fire Department Engine in case of an emergency. Mr. Quintanilla responded that there is 200 feet from Raul Longoria to the gate in case of stacking.

Commissioner Yzaguirre made a motion to approve the Preliminary and Final Plat Approval along with variances, excluding variance #7 – handicap ramps. The motion dies.



Legend

- CITY LIMITS
- Proposed area

Preliminary and Final Plat Approval of Christian Estates Subdivision being an 8.69-acre tract of land out of Lot 12, Block 8, John Closner Subdivision, located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road, as Requested by OC Development, LTD.



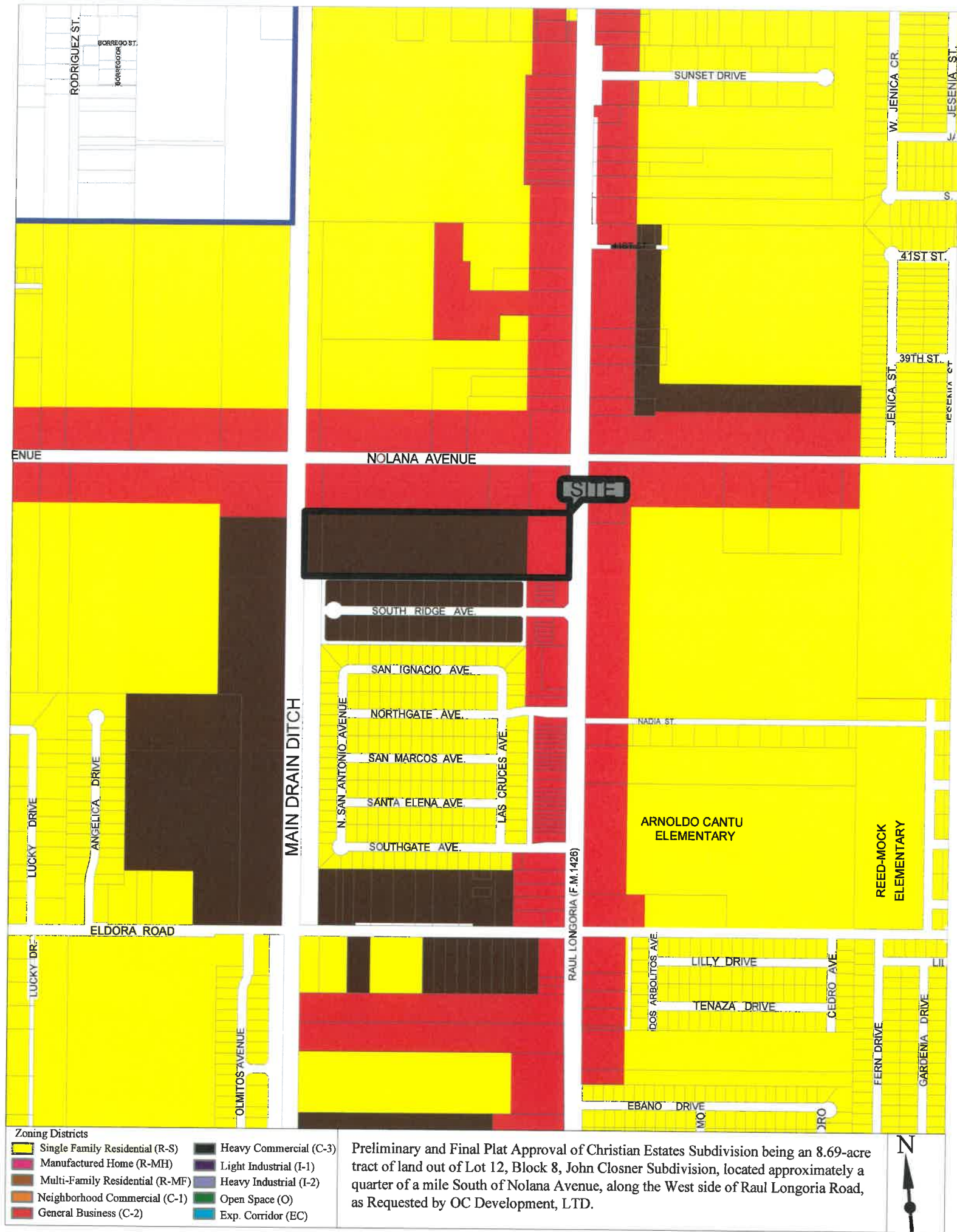


Legend

- CITY LIMITS
- Proposed area

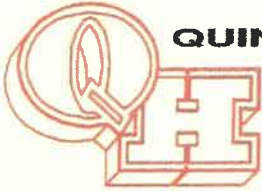
Preliminary and Final Plat Approval of Christian Estates Subdivision being an 8.69-acre tract of land out of Lot 12, Block 8, John Closser Subdivision, located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road, as Requested by OC Development, LTD.





Preliminary and Final Plat Approval of Christian Estates Subdivision being an 8.69-acre tract of land out of Lot 12, Block 8, John Closner Subdivision, located approximately a quarter of a mile South of Nolana Avenue, along the West side of Raul Longoria Road, as Requested by OC Development, LTD.





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

July 28, 2021

Mr. Robert Escobar
Director of Planning
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

Re: Christian Estates

Dear Mr. Escobar,

On behalf of the developer, I am hereby requesting the following variances:

- Rear Setback
 - Required 20.00', proposed 10.00' for lots 1-28
- Side Setback for lots 1-28
 - Required 6.0', proposed 5.00'
- Front Setback for Cul-de-sac lots
 - Required 20.00', proposed 15.00' for Lots 13-16
- 15.0' Utility Easement
 - Required 15.0' utility easement, proposed 10.00' utility easement for Lots 1-28 on rear side and on west side of Lots "A" & "B", north side Lot "A", and south side Lot "B"
- Lot Frontage for Multi-Family Residential District (R-MF)
 - Required 150', Proposed 60.88' for Lots 13-16 and 78' for Lots 12 and 17-28
- Lot Area for Multi-Family Residential District (R-MF)
 - Required 22,500 sqft., Proposed 10,781.17 sqft. – 16,171.05 sqft. for Lots 1-16 and 10,920 sqft. for Lots 17-28
- Handicap Ramps on internal street corners: Developer proposes that this be done by the individual requesting the building permit
- Cul-de-sac Length
 - Required 600' Max, Proposed 1,200'
- Allow sanitary sewer manholes fiberglass complete with concrete foundation poured in place

RECEIVED

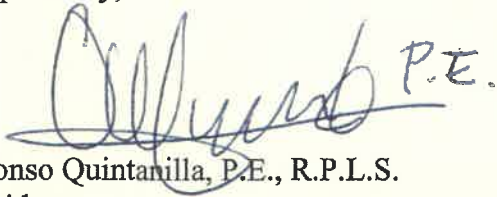
JUL 29 2021

Planning Department

The developer is proposing this development as a gated community and this layout is designed to maximize the demand for this type of development.

Please present this plat along with this request to the Planning and Zoning Commission for their consideration. Should you have any questions or need additional information, please feel free to contact me at 381-6480.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Alfonso Quintanilla', followed by the initials 'P.E.' written in a larger, bold script.

Alfonso Quintanilla, P.E., R.P.L.S.
President

August 10, 2021

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

Subject: Christian Estates Plat & Plan Review

Dear Mr. Escobar:

We have reviewed Christian Estates Plat & Plans and have the following comments:

Plat

- Easement shall be at least fifteen (15) feet wide
- Dedicated Storm Drainage Easement or utility easement is missing from lots 14 & 15.

Water Distribution Layout

- No Service Connection to Lot 14.
- Typical details don't reflect layouts
- No Trench bedding circular pipe detail for water provided.

Sanitary Sewer Layout

- No casing on sewer line servicing lot 14.
- Verify top elevation of manholes in comparison with top of curb elevation.

Paving & Drainage Layout

- Cross-Section A-A, Storm discharge structure, plan view information is inconsistent in data (elevations, callouts, and etc..)
- Storm discharge structure text is unreadable (scale accordingly).
- Need to coordinate and get approval from HCDD No.1 on the proposed detention improvements.
- Proposed inlet elevations are 1.5 foot lower than HCDD No.1 bench elevations.
- Verify street cross slopes 3.23%
- Driveway entrance detail and drainage profile missing.

Pollution Prevention and Erosion Control Plan Details and Notes

- Silt fence & straw bale drop inlet protection barrier not needed (No inlets are shown)

Street Light Layout

- Layout shows details on power source, electric services, conduits, circuit wire runs.

- Notes to be added on layouts.

NAWSC Detail Sheet

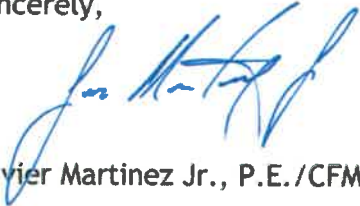
- Dimensions to concrete collar around valve box not specified.

Paving & Drainage Details Sheets

- Interior street section and drainage & paving layout roadway dimensions are inconsistent.
- Detail: Addition section along Ridge Road and Cesar Chavez Road does not pertain to Christian Estates.
- Precast Concrete Manhole Detail is not needed since not on plans.

If you have any questions, please feel free to give me a call at (956) 291-3995 Ext. 4462

Sincerely,

A handwritten signature in blue ink, appearing to read "Javier Martinez Jr.", is positioned above the printed name.

Javier Martinez Jr., P.E./CFM



Tirso Garza,
Fire Chief

Carlos Alaniz,
Deputy Chief

Jose J. Salinas,
Fire Inspector

Sandra Guajardo,
Adm. Assistant

Station #1
707 S. Nebraska
San Juan, TX 78589

Station #2
2301 N. Raul Longoria Rd.
San Juan, TX 78589

Ph: (956) 223-2470
Fax: (956) 783-3441

BUILDING PLAN REVIEW COMMENTS

Building Plan Name: Christian Estates

Address: _____

Date Reviewed: 7/30/2021

After reviewing plans the following requirements shall be needed as per the Fire Protection System per IFC 2012:

1. The hydrant shall be looped to the 8" waterline. (Recommended Mueller Safety Yellow Barrel without the anti-theft device.)
2. The Developer shall install reflective blue markers in front of all hydrants.
3. Curb shall be painted RED with WHITE lettering reading NO PARKING 30 feet from the center of hydrant and 15 feet to each side.
4. A fire hydrant must be placed within 500 feet of existing fire hydrant.
5. All entrance and exits must be 26 feet.



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

MEMORANDUM

TO: Roberto Escobar, Planning & Zoning Director
FROM: David Salinas, Director of Utilities *dsal*
DATE: August 2, 2021
SUBJECT: Christian Estates

Water Distribution

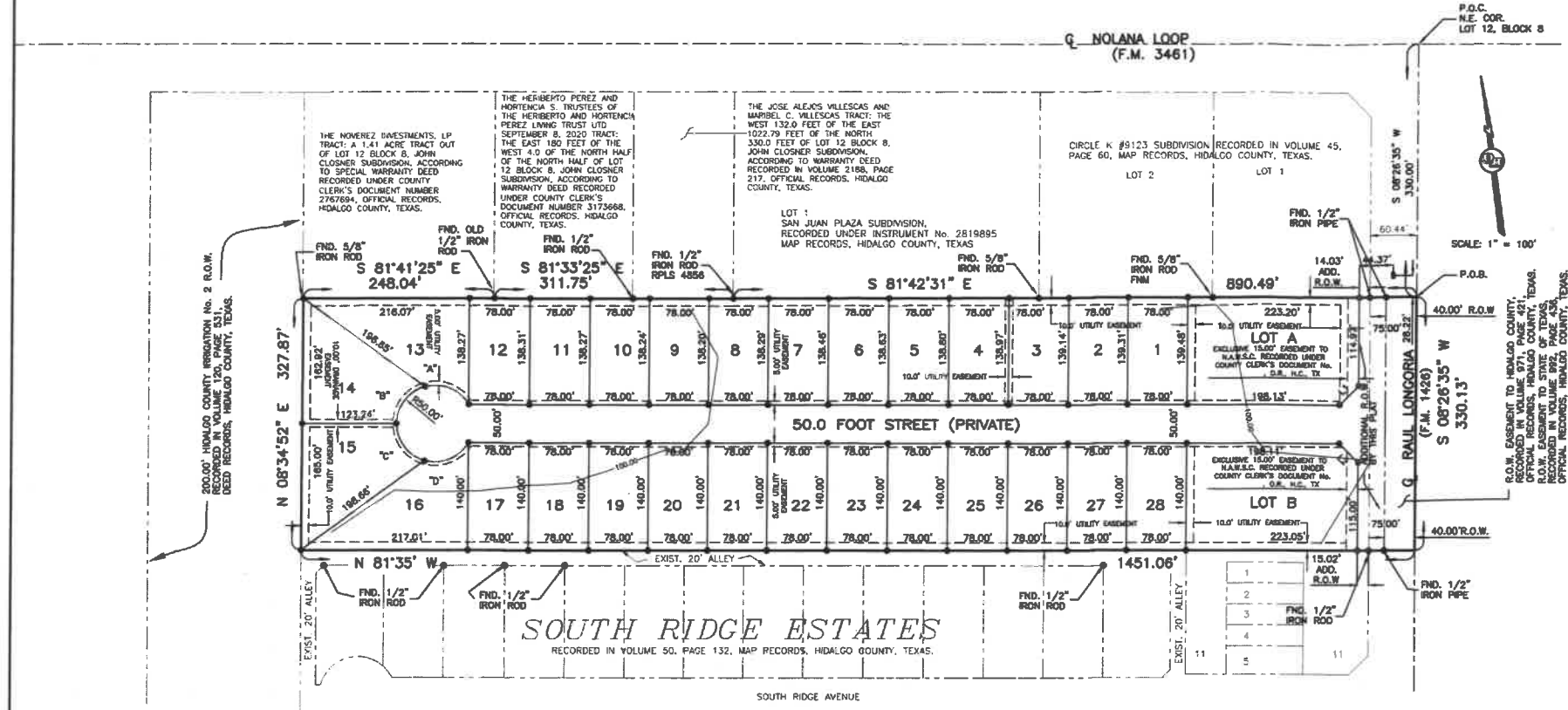
- All domestic water systems shall be designed in conformance with the most current revision of TCEQ's Drinking Water Rules (30 TAC Chapter 290) and the **City of San Juan Standard Details and Specifications**. The most stringent requirements shall apply where the standards conflict.
- NAWSC Service Area
- Possible conflict with water sewer service.
- **Set of Construction Plans and specifications must be submitted to the City for review and approval prior to construction.**
- Additional Comments will be provided at the time of construction plan review

Wastewater Collection System

- All sanitary sewers shall be designed in conformance with the most current revision of TCEQ's Design Criteria for Sewerage Systems (30 TAC Chapter 217) and the City of San Juan standards. The most stringent requirements shall apply where the standards conflict.
- Sewer must go to lift station 2 on Lolana Loop.
- Sewer must be located in a 15' UE (Cannot be in TXDOT or Private ROW)
- Manholes must include bottoms and factory installed stub outs.
- MH detail on Sanitary Sewer Layout sheet is incorrect.
- Sanitary flow calculations must be submitted for City Engineer review
- Water & Sewer Plans and Specifications require TCEQ submittal and approval prior to construction
- Additional comments will be provided at the time of construction plan review.
- **Set of Construction plans and specifications must be submitted to the City for review and approval prior to construction.**

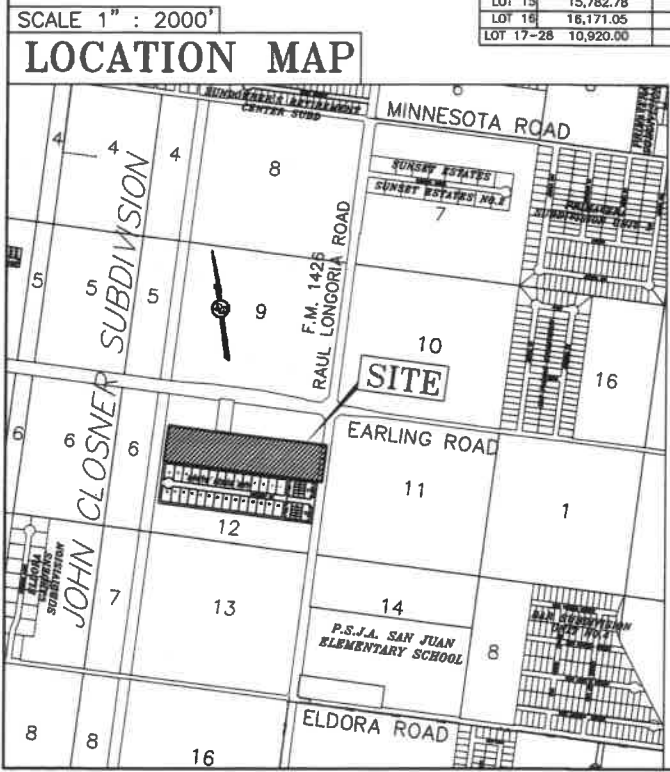
The Fire Department and City Engineers May Have Additional Comments.

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



CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
"A"	60.88	50.00'	75°00'00"	60.90'	S 59°05'00" E
"B"	60.88	50.00'	75°00'00"	60.90'	N 45°55'00" E
"C"	60.88	50.00'	75°00'00"	60.86'	N 29°05'00" W
"D"	60.88	50.00'	75°00'00"	60.79'	N 15°05'28" W

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°25'48" W	35.38'
L2	S 36°34'12" E	21.21'



- PLAT NOTES AND RESTRICTIONS:**
- FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIAN SHADING) COMMUNITY-PANEL NUMBER 480334-0425 C MAP REVISED: NOVEMBER 16, 1982
 - MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE TOP OF CURB AT CENTER OF LOT.
 - LEGEND: - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.
 - MINIMUM BUILDING SETBACKS:
LOT A & B FRONT 60.00'
LOT A & B REAR 15.00'
LOT A & B SIDE 10.00'
 - THIS LOTS 1 THROUGH 28 ARE FOR MULTIFAMILY USE. LOTS A & B ARE FOR COMMERCIAL USE.
 - A 6.0' BUFFER FENCE, BUILT BY DEVELOPER AND MAINTAINED BY THE HOME OWNERS ASSOCIATION WILL BE REQUIRED BETWEEN MULTI-FAMILY AND COMMERCIAL LOTS.
 - NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT.
 - DRAINAGE DETENTION REQUIRED FOR THE ENTIRE SUBDIVISION IS 124,096.97 C.F. (2.65 ACRE-Feet), AS PER APPROVED DRAINAGE REPORT. DETENTION FOR ALL LOTS IS BEING PROVIDED BY THE DETENTION AREA EXCAVATION BUILT DURING THE SUBDIVISION CONSTRUCTION LOCATED WITHIN SUBDIVISION.
 - BENCH MARK No. 1= ELEV. 99.23 TOP OF INLET LOCATED 28.22' NORTH AND 44.37' EAST OF NORTH EAST CORNER OF LOT A OF THIS SUBDIVISION. MARK, 88 DATUM.
 - A 4.00 FOOT SIDEWALK WILL BE REQUIRED TO BE CONSTRUCTED ON BOTH SIDES OF INTERIOR STREETS AT BUILDING PERMIT STAGE. A 5.00 FOOT SIDEWALK WITH ADA RAMPS ALONG THE WEST SIDE OF RAUL LONGORIA ROAD WILL BE CONSTRUCTED DURING SUBDIVISION CONSTRUCTION.
 - THE HOMEOWNERS' ASSOCIATION MUST COLLECT DUES TO MAINTAIN SAID PRIVATE STREETS, STREET SIGNS, LANDSCAPE IMPROVEMENTS IN COMMON AREAS, STREET LIGHTS ELECTRIC BILL, AND OTHER AMENITIES IMPROVEMENTS FOR THIS SUBDIVISION AND ALONG RAUL LONGORIA ROAD.
 - THE OWNERS OF LOTS SERVED BY THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE ACCESS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE ACCESS ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF SIGNS SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF SAN JUAN.
 - SANITARY SEWER IS PROVIDED BY CITY OF SAN JUAN.
 - THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF ALL STORM WATER DETENTION FACILITIES.
 - ADJUT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1426 (RAUL LONGORIA).

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, on exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantor is hereby authorized to designate the course of the easement hereinafter conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purposes for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

DATE

OC DEVELOPMENT, LTD.
EDUARDO CANTU, MEMBER
2912 S JACKSON ROAD
MCALLEN, TX 78503

16- THE LOT OWNER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPER'S STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPROVEMENTS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION

17- TOTAL PARK LAND FEE PER LOT IS \$675.00/DWELLING UNIT:
4-DWELLING UNITS PER LOT IS \$2,700.00/LOT. 50% OF THIS AMOUNT TOTALING \$1,350.00/LOT WILL BE DUE AND PAID DURING SUBDIVISION PROCESS BY DEVELOPER. THE REMAINING 50% OF PARKLAND FEE \$1,350.00/LOT IS TO BE PAID AT TIME THE BUILDING PERMIT IS SUBMITTED BY CONTRACTOR.

DATE

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

SUBDIVISION PLAT OF: (PRIVATE SUBDIVISION) CHRISTIAN ESTATES

A 10.95 ACRE TRACT OF LAND OUT OF LOT 12, BLOCK 8, JOHN CLOSNOR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 0, PAGES 4 AND 5, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3246028, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF SAN JUAN.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF SAN JUAN.

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STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS CHRISTIAN ESTATES DO HEREBY GRANT AN EASEMENT TO THE CITY OF SAN JUAN AND THOSE WHO MAY NOW OR HEREINAFTER HOLD FRANCHISES UNDER SAID CITY, THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF SAN JUAN, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY ON SAN JUAN AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF THE PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF SAN JUAN.

DATE

OC DEVELOPMENT, LTD.
EDUARDO CANTU, MEMBER
2912 S JACKSON ROAD
MCALLEN, TX 78503

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared

EDUARDO CANTU, MEMBER OF OC DEVELOPMENT, LTD.

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

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

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires November 04, 2021

CLARISSA ANNETTE QUINTANILLA - NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT No. 2
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2
ON THIS _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

ATTEST:

PRESIDENT SECRETARY

CITY OF SAN JUAN
PLANNING & ZONING COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN JUAN, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATE

CHAIRMAN PLANNING COMMISSION

CITY OF SAN JUAN
MAYOR CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF SAN JUAN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATE

CITY SECRETARY

MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

DATE

MARCO A. GONZALEZ
P.E. No. 120016

8-25-21

DATE

RECEIVED
AUG 25 2021
Planning Department

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

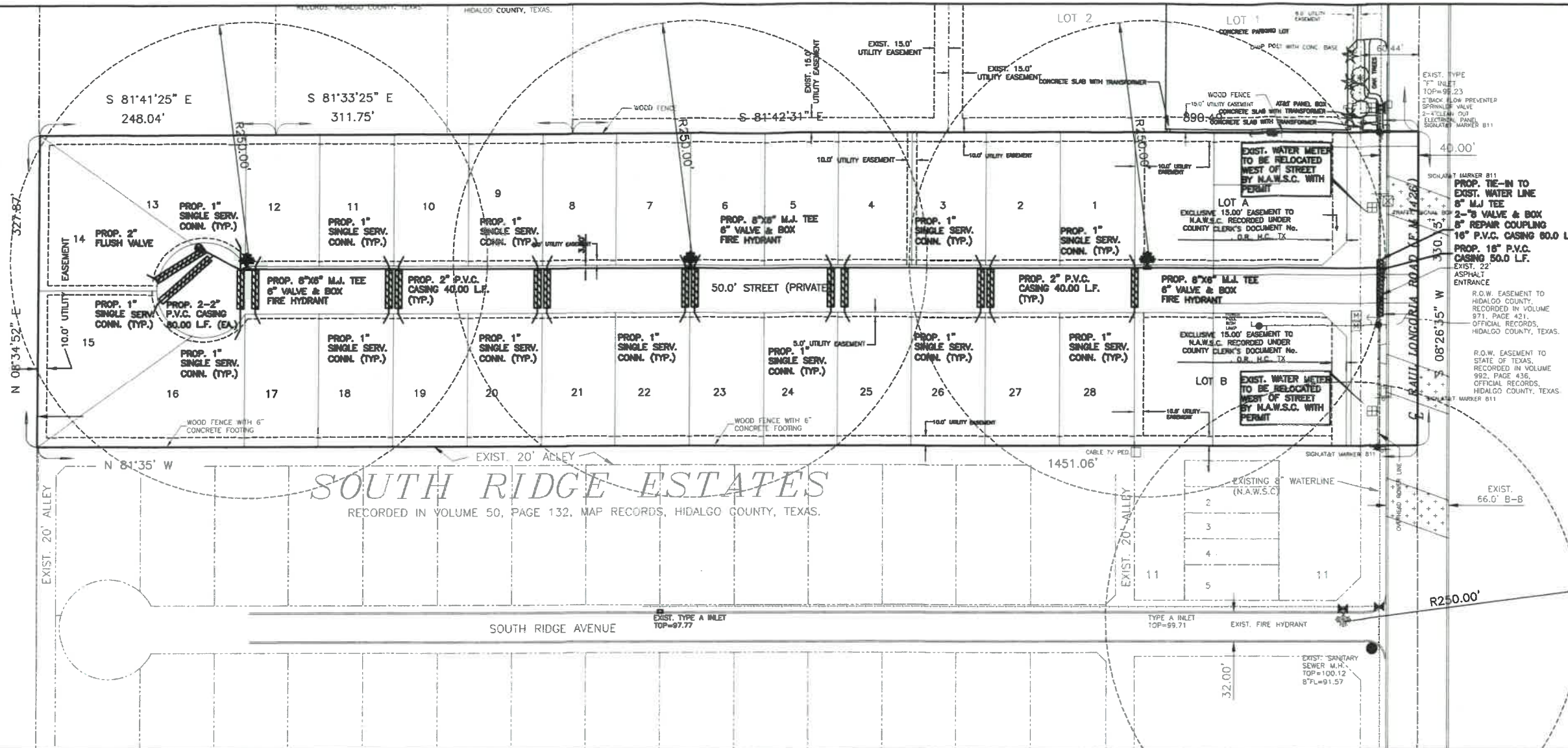
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

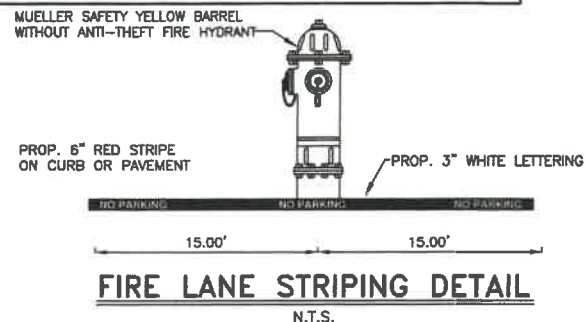
DATE OF PREPARATION: JUNE 24, 2021
F:\DATA\SUBDIVISIONS\SAN JUAN\CHRISTIAN ESTATES\PLAT
DATE PREPARED BY: JUNE 2021
DATE CHECKED BY: JUNE 2021
DATE REVISION BY: JUNE 2021

NOTE:



- 1.- ALL SERVICE LINES SHALL BE AS PER NAWSC.
- 2.- MECHANICAL RESTRAINTS SHALL BE MEGA LUG TYPE
- 3.- FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION 250
- 4.- ALL PVC PIPE SHALL BE JM EAGLE C900 BLUE BRUTE
(50 YEAR REPLACEMENT WARRANTY)
- 5.- 3M ELECTRONIC MARKER SYSTEM (EMS) BALL MARKERS
(3M-ID) IS REQUIRED (SPACING MAX 250')
- 6.- WATER SERVICES TO BE STAMPED ALONG THE
CURB WITH AN "W"
- 7.- ALL GATES SHALL BE SIREN ACTIVATED AND HAVE MANUAL
OVERRIDE IN CASE OF POWER OUTAGE. GATES ARE TO BE
OPERATIONAL AT ALL TIMES.

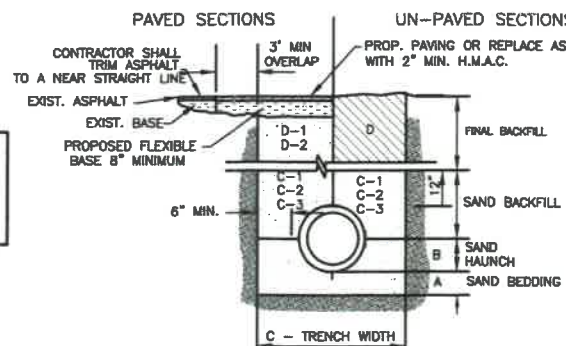
ALL DOMESTIC WATER SYSTEMS SHALL BE DESIGNED IN CONFORMANCE WITH THE MOST CURRENT REVISION OF TCEQ'S DRINKING WATER RULES (30 TAC CHAPTER 290) AND NAWSC STANDARD DETAILS AND SPECIFICATIONS. THE MOST STRINGENT REQUIREMENTS SHALL APPLY WHERE THE STANDARDS CONFLICT.



- 1.- FIRE LANE TO BE STRIPED AT ALL FIRE HYDRANTS.
- 2.-CURB SHALL BE PAINTED RED WITH WHITE LETTERING READING "NO PARKING" 30 FEET FROM THE CENTER OF THE FIRE HYDRANT AND 15 FEET TO EACH SIDE.
- 3.- DEVELOPER SHALL INSTALL REFLECTIVE BLUE MARKERS IN FRONT OF ALL FIRE HYDRANTS

NAWSCC NOTES:

- 1.- WATERLINE CASING @ SANITARY SEWER CROSSING SHALL BE EXTENDED 9.0' BEYOND SEWER LINE
- 2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING
- 3.- SANITARY SERVICE CASING @ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT - 1/2 SAND MIXTURE.



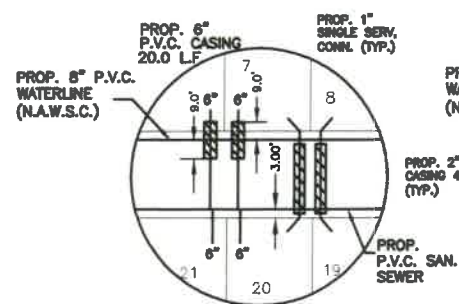
NAWSC P.V.C. TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

- [illegible]

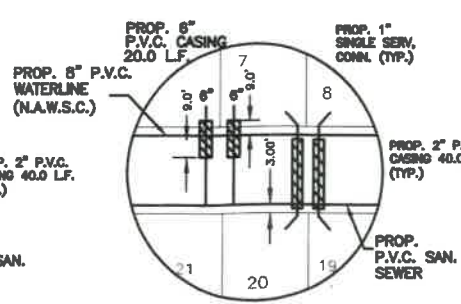


LEGEND

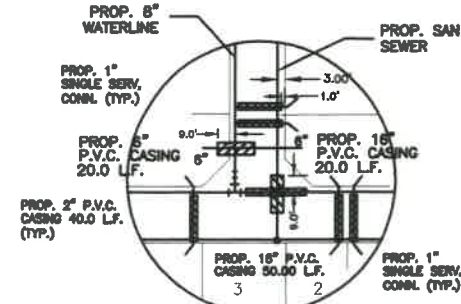
-  = FIRE HYDRANT
-  = GUY WIRE
-  = POWER POLE
-  = MAILBOX
-  = WATER METER
-  = WATER VALVE
-  = SIGN
-  = SERVICE POLE
-  = TEL BOX
-  = ELECT BOX
-  = GAS METER
-  = GAS MARKER
-  = GAS VALVE
-  = TRANSMISSION
-  = TRAFFIC CONTROL
-  = GAS SERVICE



**SANITARY SEWER SERVICE
CONNECTION CROSSING • WATERLINES
(TYPICAL)**



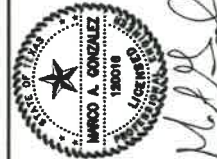
WATER SERVICE
CONNECTION CROSSING • SEWER LINES
(TYPICAL)



WATERLINE AND SANITARY SEWER CROSSING
(TYPICAL)

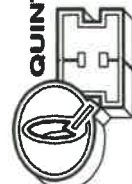
F:\DATA\SUBJ\SAN JUAN\CHRISTIAN ESTATES\WATER LAYOUT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
07-18-2021	JULIE OYES		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

**CHRISTIAN ESTATES
WATER DISTRIBUTION SYSTEM**


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00



200.00' HIDALGO COUNTY IRRIGATION NO. 2 R.O.W.
RECORDED IN VOLUME 120, PAGE 531,
DEED RECORDS, HIDALGO COUNTY, TEXAS.

NOLANA LOOP (F.M. 3461)

THE NOVEREZ INVESTMENTS, LP TRACT:
A 1.41 ACRE TRACT OUT OF LOT 12
BLOCK 8, JOHN CLOSER SUBDIVISION,
ACCORDING TO SPECIAL WARRANTY DEED
RECORDED UNDER COUNTY CLERK'S
DOCUMENT NUMBER 2767894, OFFICIAL
RECORDS, HIDALGO COUNTY, TEXAS.

THE HERBERTO PEREZ AND
HORTENCIA S. TRUSTEES OF THE
HERBERTO AND HORTENCIA PEREZ
LIVING TRUST DATED SEPTEMBER 8,
2020 TRACT: THE EAST 180 FEET
OF THE WEST 4.0 OF THE NORTH
HALF OF THE NORTH HALF OF LOT
12 BLOCK 8, JOHN CLOSER
SUBDIVISION, ACCORDING TO
WARRANTY DEED RECORDED UNDER
COUNTY CLERK'S DOCUMENT
NUMBER 3173668, OFFICIAL
RECORDS, HIDALGO COUNTY, TEXAS.

THE JOSE ALEJO'S
VILLEGAS AND MARIBEL
C. VILLEGAS TRACT: THE
WEST 132.0 FEET OF THE
EAST 1022.79 FEET OF
THE NORTH 330.0 FEET
OF LOT 12 BLOCK 8,
JOHN CLOSER
SUBDIVISION, ACCORDING TO
WARRANTY DEED
RECORDED IN VOLUME
2188, PAGE 217,
OFFICIAL RECORDS,
HIDALGO COUNTY, TEXAS.

LOT 1
SAN JUAN PLAZA SUBDIVISION,
RECORDED UNDER INSTRUMENT NO. 2819895
MAP RECORDS, HIDALGO COUNTY, TEXAS

EXIST. SANITARY
SEWER M.H.
TOP=102.29

EXIST. SANITARY
SEWER M.H.
TOP=101.75

EXIST. SANITARY
SEWER M.H.
TOP=99.97
FL=82.49
12" PVC DROP
STRUCT. FL=85.27

EXIST. SANITARY
SEWER M.H.
TOP=99.21

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 42.0 L.F. S=0.335%
BY BOSS & INSTALL 48.0 LF

PROP. M.H.
TOP=99.25
F.L.=90.84

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 200.0 L.F. S=0.335%

PROP. M.H.
TOP=99.25
F.L.=91.48

PROP. M.H.
TOP=99.25
F.L.=91.31

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 194.0 L.F. S=0.335%

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 45.0 L.F. S=0.335%

PROP. 16" P.V.C. CASING
(TYP.)
20.00 LF

PROP. M.H.
TOP=99.25
F.L.=94.75

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 475.00 L.F. S=0.335%

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 312.0 L.F. S=0.335%

PROP. M.H.
TOP=99.25
F.L.=92.11

PROP. 8" P.V.C. SANITARY SEWER
SDR-26 457.0 L.F. S=0.335%

PROP. M.H.
TOP=99.78
F.L.=94.75

SOUTH RIDGE ESTATES

RECORDED IN VOLUME 50, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:

1.- WATERLINE CASING @ SANITARY
SEWER CROSSING SHALL BE
EXTENDED 9.0' BEYOND SEWER
LINE

2.- ALL WATERLINE SERVICES CONNECTIONS
CASINGS SHALL HAVE A 1.00' GAP FROM
LOT LINE AT SANITARY SEWER CROSSING

3.- SANITARY SERVICE CASING @
WATERLINE CROSSING SHALL BE
PLUG AT BOTH ENDS WITH 1/2
GROUT -1/2 SAND MIXTURE.

ALL SANITARY SEWERS SHALL BE DESIGNED IN
CONFORMANCE WITH THE MOST CURRENT REVISION
OF TCEQ'S DESIGN CRITERIA FOR SEWERAGE
SYSTEMS (30 TAC CHAPTER 217) AND THE CITY OF
SAN JUAN STANDARDS. THE MOST STRINGENT
REQUIREMENTS SHALL APPLY WHERE THE STANDARDS
CONFLICT.

NOTE:

- MANHOLE COVERS SHALL BE CAP COMPOSITE MANHOLE COVERS WITH RFID
MARKERS AND HAVE CITY OF SAN JUAN LOGO
- FIBER GLASS MANHOLES MUST MEET OR EXCEED ALL ASTM STANDARDS AND
H2O RATING
- SANITARY SEWER SERVICE TO BE STAMPED ALONG THE CURB WITH AN "S"
4.- 1" PVC CONDUIT MARKING LOCATION OF SEWER SERVICE (24" ABOVE FINAL
GRADE & PAINTED GREEN)-SEE SEWER SERVICE DETAIL
- 3M ELECTRONIC MARKER SYSTEM (EMS) BALL MARKERS (3M-ID) IS REQUIRED
(SPACING MAX 250')
- HOPE ADJUSTMENT RINGS ARE NOT ALLOWED UNDER PAVED STREET
- STRIKE 1/2 BARRIER ON ALL MANHOLES
- ALL MANHOLES MUST BE RFG MONOLITHIC CONSTRUCTION

LEGEND

- LEGEND
- FIRE HYDRANT
 - PALM TREE
 - GUY WIRE
 - TREE
 - POWER POLE
 - MAILBOX
 - WATER METER
 - WATER VALVE
 - SIGN
 - SERVICE POLE
 - FLUSH VALVE
 - VALVE MARKER
 - OLEANDER PLANT
 - TEL PED
 - TEL MARKER
 - GATEWELL/STANDPIPE
 - GAS MARKER
 - LAMP POST
 - TRANSMISSION POLE
 - TRAFFIC CONTROL BOX
 - DOWN DRAIN
 - LIGHT POLE
 - IRRIGATION VALVE
 - SPRINKLER
 - MANHOLE

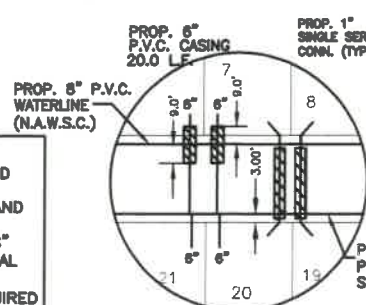
AVERAGE DAILY FLOW	
MULTIFAMILY-LOTS 1-28	
28 Lots x 10 bedrooms x 125 Gal/day = 35,000 GPD*	Lot bedroom
35,000 Gal x Day	24 hrs
Day	60 mins
= 25.17 GPM	

*Each Lot will have 4 apartments with 10 total bedrooms. As
per TCEQ, apartments usage rate is 125 GPD per bedroom.

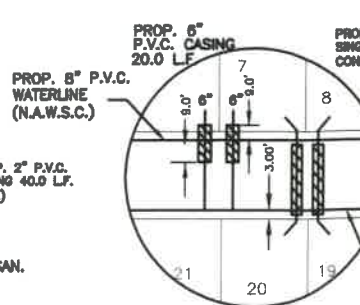
AVERAGE DAILY FLOW	
COMMERCIAL LOTS A & B	
2 Lots x 30 Occupants x 10 Gal = 600 GPD	Lot People Day
600 Gal x Day	24 hrs
Day	60 mins
= 0.42 GPM	

*Each commercial lot is estimated to be Office Buildings. As
per TCEQ, office building usage rate is 10 GPD per occupant
with estimated 30 occupants.

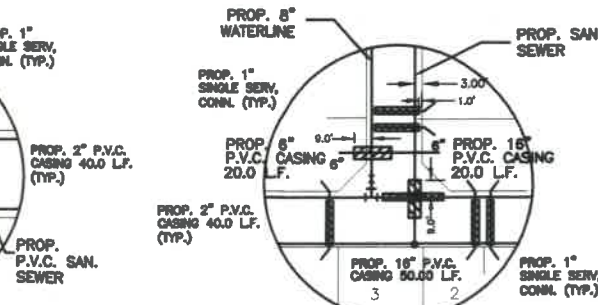
TOTAL INCREASED FLOW DEMAND	
25% =	8,900.00 GPD
50% =	17,800.00 GPD
75% =	26,700.00 GPD
100% =	35,600.00 GPD (35,000 + 600)



SANITARY SEWER SERVICE
CONNECTION CROSSING @ WATERLINES
(TYPICAL)

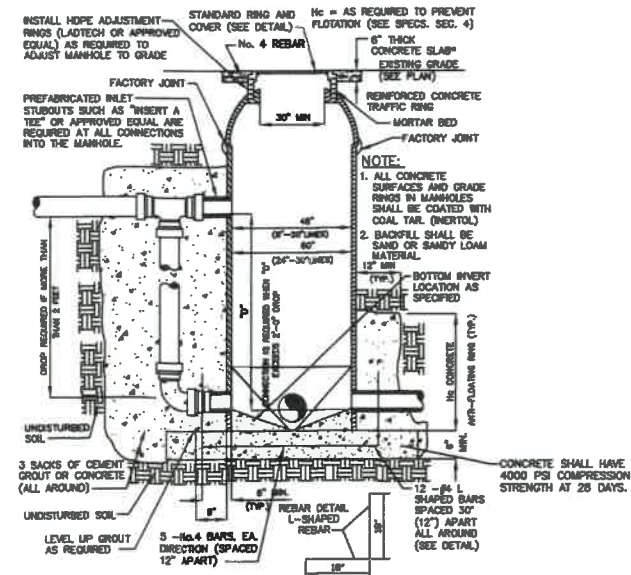


WATER SERVICE
CONNECTION CROSSING @ SEWER LINES
(TYPICAL)



WATERLINE AND SANITARY SEWER CROSSING
(TYPICAL)

NOTE:
1.- FIBER GLASS MANHOLES MUST MEET OR EXCEED ALL ASTM
STANDARDS AND H2O RATING
2.- MANHOLES TO BE OF RFG MONOLITHIC CONSTRUCTION



TYPICAL FIBERGLASS MANHOLE DETAIL

(NOT TO SCALE)

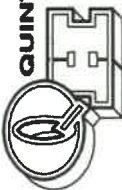
CHRISTIAN ESTATES SANITARY SEWER COLLECTION SYSTEM



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Authorize Staff to Approve the Final Year Contract Extension with Chemtrade for Liquid Ammonium Sulfate Solution and Liquid Alumminum Sulfate with a Possible Price Increase and Authorize The City Manager to Execute All Related Documents and Budget Amendment as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Authorize Staff to Approve the Final Year Contract Extension with Chemtrade for Liquid Ammonium Sulfate Solution and Liquid Alumminum Sulfate with a Possible Price Increase and Authorize The City Manager to Execute All Related Documents and Budget Amendment as Needed.

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

David Salinas,
Director of Utilities

APPROVED BY:

Benjamin Arjona, City
Manager



August 26, 2021

David Salinas at San Juan
City of San Juan, TX
709 S. Nebraska
San Juan, TX 78589
E-mail: Dsalinas@sitx.us

RE: RFP 19-21-10-02 Aluminum Sulfate Blends Renewal

Dear Mr. Salinas,

Chemtrade appreciates and is very grateful for the City of San Juan's business. We endeavor to continue providing you with quality product and service. A part of our commitment to meeting your needs includes being able to deliver product when you need it. According to the American Transportation Research Institute, for the fourth year in a row, driver shortage ranked #1 in critical issues facing the trucking industry. Our freights costs have continued to rise year-over-year due to carriers' needs to retain responsible, qualified and safe drivers, as well as to maintain safe equipment.

Over the last year and forward looking into 2022, we have experienced and expect to continue to see cost increases for the manufacture and delivery of Clar+Ion 91024 (alum blend product) to the City of San Juan, TX. In addition to delivery, Chemtrade has absorbed significant cost increases for the raw materials and overhead. For instance, a key raw material in producing alum blend products is sulfuric acid. The Tampa Sulfur index has seen continual increases over the last year with the Q3 2021 pricing settling +\$126/LT higher than Q4 2020. This is a 183% increase versus the Q4 2020 price. Alum and alum blend products consist of almost 50% sulfuric acid, therefore the alum blend costs from sulfuric acid increases alone have gone up.

To assist with the abovementioned cost increases, Chemtrade would kindly request a price increase for the anniversary date of the current bid, to be effective October 26th, 2021. Below is the requested revised price.

Full Truckload Deliveries	Current Price	Revised 2021-2022 Price (Effective 10/26/2021 – 10/25/2022)
CLAR+ION 91024 (Mat 2852)	\$174.00/liquid ton	\$214.00/liquid ton

Chemtrade values the relationship we have with the City of San Juan and we look forward to many more years of doing business together. We sincerely appreciate your consideration and support in reviewing our requested price increase.

If you have any questions, please don't hesitate to contact me or your Chemtrade Account Manager – Robert Naranjo at (360) 440-0293, RNaranjo@ChemtradeLogistics.com.

Regards,

Victoria Leung
Business Manager – Southeast Water Chemicals
Chemtrade Chemicals US

Chemtrade Chemicals US LLC
90 East Halsey Road, Parsippany, NJ 07054
T 973-515-0900 F 973-515-3232

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Approve the Internet Crimes Against Children (ICAC) Task Force Memorandum of Understanding (MOU) between the Office of Attorney General of Texas and the San Juan Police Department.

STAFF COMMENTS AND RECOMMENDATIONS:

The ICAC Task Force Program, created by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (“OJJDP”), is a national network of state and local law enforcement cybercrime units tasked with combating technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute ICAC activities. The ICAC program requires existing task forces to develop multijurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education.

RECOMMENDATION:

Staff recommends approval of the ICAC Task Force MOU.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

Memorandum of Understanding

2214336-01
OAG Contract No. _____

This Memorandum of Understanding (“MOU”) is executed between the Parties identified below, for certain Internet Crimes Against Children (“ICAC”) Task Force activities. The Parties may be referred to in this contract individually as “Party” or collectively as “Parties.”

Section 1 Parties

San Juan Police Department

____ (“Department”)

The Office of the Attorney General of Texas (“OAG”)

Section 2 Mission of the OAG

The ICAC Task Force Program, created by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (“OJJDP”), is a national network of state and local law enforcement cybercrime units tasked with combating technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute ICAC activities. The ICAC program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education.

The OAG is designated by the OJJDP as the Regional Contact for the “Texas, Southern ICAC Task Force.” The OAG is a recipient of an OJJDP ICAC grant. The OAG utilizes the ICAC grant funds to administer and operate an ICAC Task Force. The mission of the OAG’s ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting Internet crimes against children, and (3) provide community education regarding the prevention of Internet crimes against children.

Section 3 Term of MOU

This MOU shall be effective on October 1, 2021 and will continue in effect until September 30, 2024.

Section 4 Purpose of the MOU

The purpose of this MOU is to formalize the working relationship between the OAG and the Department. This MOU delineates the responsibilities and expectations of the Parties. By signing this MOU, the Department agrees to join the OAG ICAC Task Force for the primary

purpose of vigorously and properly performing ICAC investigations. By joining the OAG ICAC Task Force, the Department will benefit from joint operations and extensive training opportunities.

By entering into this MOU, the OAG will benefit from the investigative support by the Department.

This MOU cancels and replaces any prior existing ICAC Task Force MOU between the Parties.

Section 5 Investigations

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other OAG ICAC Task Force members. Investigations will follow guidelines established by each Party's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC operational standards is cause for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the Task Force.

Section 6 Department's Duties and Responsibilities

The Department will ensure the following activities:

- A. Only sworn Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OAG.
- B. Conduct reactive investigations where subjects are associated with the Department's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, or other appropriate sources.
- C. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.
- D. Provide agents assigned to the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
- E. Locate its ICAC investigators in secured space provided by the Department with controlled access to all equipment, software, and investigative files. At a minimum,

information should be maintained in locked cabinets and under control of the Department ICAC Task Force personnel, with restricted access to authorized personnel only.

- F. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

Section 7 Supervision; Compliance with Regulatory and Licensing Bodies

The Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

The Department agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this MOU. The Department agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

Section 8 No Employment Relationship with the OAG; Liability

The Department expressly agrees that there is no employment relationship between the Department and the OAG. Under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of the Department be considered an employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG.

To the extent allowed by law, the Department is responsible for all types of claims whatsoever due to their own actions or performance under this MOU, including, but not limited to, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

Section 9 Reporting Statistics

Using the reporting form provided by the OAG, the Department shall submit monthly statistics to the OAG on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the tenth (10th) calendar day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, the Department shall provide detail reporting on the basic case data for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the Department. The OAG will then be responsible for all required reporting to OJJDP.

Section 10 Training

The Department shall make investigators designated as ICAC Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Department will support the on-going training needs of its investigators to maintain their competency and currency.

Section 11 Confidentiality

It is understood that any confidential information pertaining to ICAC investigations will be held in the strictest confidence, and will only be shared with participating OAG ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

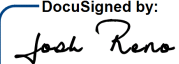
Section 12 Termination of MOU

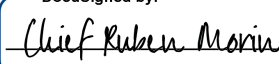
Either Party, at its sole discretion, may terminate this MOU for convenience upon written notice to the other Party at least thirty (30) calendar days in advance of the effective date of such termination. The OAG may terminate this MOU for cause for the following reasons that include, but are not limited to, failure of Department to accept and/or investigate cyber tips, failure of Department to report statistics to the OAG, failure of Department to adhere to national ICAC program's Operational and Investigative Standards, or failure of Department to exercise reasonable efforts to support the on-going training needs of its investigators to maintain their competency and currency.

Section 13 Signatures

The Parties stipulate and agree that the signatories hereto are signing, executing and performing this MOU only in their official capacity.

Office of the Attorney General

DocuSigned by:

 F33DA093DEBC4E9
 Attorney General or designee

DocuSigned by:

 CCC99A8853484B4...
 Authorized Official
 Chief Ruben Morin

Certificate Of Completion

Envelope Id: B4E8EC187F0B413CBD2C742241042C98

Status: Completed

Subject: ICAC MOU - San Juan Police Department, OAG Contract no. 2214336-01

Template ID:

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 0

Michael Neill

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Enabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Michael.Neill@oag.texas.gov

IP Address: 204.64.56.14

Record Tracking

Status: Original

Holder: Michael Neill

Location: DocuSign

8/19/2021 3:30:44 PM

Michael.Neill@oag.texas.gov

Signer Events**Signature****Timestamp**

Michael Neill

Completed

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michael.neill@oag.texas.gov

Viewed: 8/19/2021 3:32:21 PM

Office of the Attorney General of Texas

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Trey Morales

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trey.morales@oag.texas.gov

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Asset Forfeiture Manager

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Office of the Attorney General of Texas

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Jason Anderson

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Jason.Anderson@oag.texas.gov

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Criminal Investigations Division Chief

Signed: 8/20/2021 9:20:13 AM

Office of the Attorney General of Texas

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Heather Myers

Completed

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Heather.Myers@oag.texas.gov

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Office of the Attorney General of Texas

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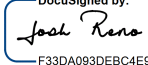
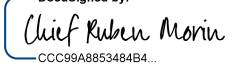
Signing Group: General Counsel, Contracts

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Signed using mobile

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
Michael Neill Michael.Neill@oag.texas.gov Office of the Attorney General of Texas Signing Group: Financial Litigation - FLD Attorney Review Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 204.64.56.14	Sent: 8/20/2021 9:20:15 AM Viewed: 8/20/2021 2:00:51 PM Signed: 8/20/2021 2:00:56 PM
Brent Dupre Brent.Dupre@oag.texas.gov Director of Law Enforcement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 204.64.50.212	Sent: 8/20/2021 5:58:12 PM Viewed: 8/23/2021 9:49:12 AM Signed: 8/23/2021 9:49:19 AM
Josh Reno josh.reno@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  F33DA093DEBC4E9... Signature Adoption: Pre-selected Style Using IP Address: 204.64.50.212	Sent: 8/23/2021 9:49:21 AM Viewed: 8/23/2021 3:30:56 PM Signed: 8/23/2021 3:31:04 PM
Chief Ruben Morin rmorin@sanjuanpolice.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/2/2021 10:26:32 AM ID: 2e3fbe38-ac88-498e-a61c-c528894c0890	DocuSigned by:  CCC99A8B53484B4... Signature Adoption: Pre-selected Style Using IP Address: 24.227.179.186	Sent: 8/23/2021 9:49:21 AM Resent: 9/2/2021 9:14:09 AM Resent: 9/2/2021 9:14:56 AM Viewed: 9/2/2021 10:26:32 AM Signed: 9/7/2021 7:14:56 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
GCD Contracts GCDContracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/19/2021 5:04:16 PM

Carbon Copy Events	Status	Timestamp
Jo Anne Osborn JoAnne.Osborn@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/7/2021 7:14:58 AM
Cody Smirl Cody.Smirl@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/7/2021 7:14:59 AM
Megan De La Rosa Megan.DeLaRosa@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/7/2021 7:14:59 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/7/2021 7:14:56 AM
Completed	Security Checked	9/7/2021 7:14:59 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Approve the Service Contract Interlocal Agreement between the City of Weslaco and the City of San Juan.

STAFF COMMENTS AND RECOMMENDATIONS:

Renewal of Service Contract Interlocal Agreement with the City of Weslaco.

RECOMMENDATION:

Staff recommends approval of the Service Contract Interlocal Agreement with the City of Weslaco.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
COUNTY OF HIDALGO	§	
SERVICE CONTRACT	§	

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF SAN JUAN** a Home Rule Municipal Corporation, hereinafter referred to as “**SAN JUAN**”, located at 709 S. Nebraska Avenue San Juan, Hidalgo County, Texas 78589.

RECITALS

WHEREAS, SAN JUAN desires to engage with CITY for the provision of certain professional services, therefore CITY and SAN JUAN mutually agree as follows:

SECTION I CONTRACT AGREEMENT

CITY agrees to provide SAN JUAN Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to SAN JUAN.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and SAN JUAN must provide individual door tags for each animal brought into CITY'S facility.

D. SAN JUAN must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. SAN JUAN must give CITY prompt written notice whenever SAN JUAN observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of San Juan may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF SAN JUAN
Benjamin Arjona, City Manager _____, _____.
709 S Nebraska Avenue
San Juan, Texas 78589

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from SAN JUAN may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

SAN JUAN agrees to pay CITY for services contracted herein as follows:

- A. SAN JUAN shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. SAN JUAN shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. SAN JUAN citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. SAN JUAN citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. SAN JUAN shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. SAN JUAN shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with SAN JUAN'S invoice.

SAN JUAN will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2021 and shall continue in full-force and effect through October 1, 2022.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to SAN JUAN.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and SAN JUAN have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____

Mario Garza, Mayor

City Of San Juan

709 N Nebraska

San Juan, Texas 78589

956-223-2200

ATTEST:

BY: _____

Diana Cavazos, City Secretary

APPROVED AS TO FORM ONLY:

_____, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Approve the TLETS ACCESS Interlocal Agreement between the Pharr-San Juan-Alamo ISD Police Department and the San Juan Police Department.

STAFF COMMENTS AND RECOMMENDATIONS:

PSJA ISD desires to utilize the San Juan Police Department dispatch staff to gain access to TLETS for inquiries such as license plate checks, driver licenses check, criminal history checks, data entry such as warrants and stolen property.

RECOMMENDATION:

Staff recommends of approval of the TLETS ACCESS Interlocal Agreement with the PSJA ISD Police Department.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

INTERLOCAL AGREEMENT

TLETS ACCESS

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This Agreement made and entered into by and between the **CITY OF SAN JUAN**, a home rule municipality (hereinafter sometimes referred to as “SAN JUAN”) and the **PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT**, a Texas Public school district (hereinafter sometimes referred to as “PSJA ISD”), both situated in Hidalgo County, Texas

City of San Juan

Benjamin Arjona

City Manager

709 S. Nebraska

San Juan, TX 78589

Pharr-San Juan-Alamo ISD

Dr. Jorge L. Arredondo

Superintendent

601 E. Kelly Ave

Pharr, TX 78577

WITNESSETH

WHEREAS, the City of San Juan maintains a full-time staff to dispatch fire alarms, ems, police and related incidents; and,

WHEREAS, PSJA ISD desires to utilize the City of San Juan dispatch staff to gain access to TLETS for inquiries such as license plate checks, driver licenses check, criminal history checks, data entry such as warrants and stolen property; and,

WHEREAS, City of San Juan is able to accommodate this request for TLETS access and is willing to cooperate with PSJA ISD to effect these services for said purposes; and,

WHEREAS, the City of San Juan is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and,

WHEREAS, the City of San Juan and PSJA ISD are authorized to enter into an agreement for this provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government Code Ann. § 791.00 I, et seq.

NOW, THEREFORE, The City of San Juan and PSJA ISD hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

TABLE OF CONTENTS

- I. DEFINITIONS
- II. DUTIES OF CITY OF SAN JUAN
 - A. IN GENERAL
 - B. TLETS ACCESS
 - C. OTHER SERVICES
 - D. EQUIPMENT AND FACILITY MAINTENANCE
 - E. COMMUNICATIONS POLICY
 - F. AUDIT CLAUSE
 - G. PUBLIC INFORMATION REQUESTS
- III. DUTIES OF PSJA ISD
 - A. TLETS REQUESTS
 - B. BREACH
- IV. TERM AND TERMINATIONS
- V. MISCELLANEOUS
 - A. RELEASE
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 - C. ENTIRE AGREEMENT
 - D. APPLICABLE LAWS
 - E. ENFORCEMENT
 - F. ASSIGNMENTS
 - G. PARTIES IN INTEREST
 - H. NOTICES

All of the above-described sections and documents are hereby incorporated into this agreement by this reference for all purposes.

I. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set out below:

“TLETS” means Texas Law Enforcement Telecommunication Systems

“TLETS ACCESS” means providing the DPS and local criminal justice agencies with access to the Texas Crime Information Center (TCIC); DPS’ Computerized Criminal History System (CCH); DPS’ Driver License System (DLS); The Department of Motor Vehicles’ Registration Title System (RTS), TexasSure – the Financial Responsibility Verification Program (FRVP) and Texas Parks and Wildlife (TPWD).

II. DUTIES OF CITY OF SAN JUAN

A. IN GENERAL

During the Contract Term, The City of San Juan shall provide TLETS access to PSJA ISD Police department officer’s, All officers must have half-access operator license active through TCOLE, for the purpose of inquiries and data entries such as but not limited to license plates, driver license, criminal history checks (CCH), warrants and stolen property.

B. TLETS ACCESS

The City of San Juan shall receive requests’ for TLETS inquires through phone, email or fax. The City of San Juan shall provide TLETS inquires to any person who has been listed as an authorized user under the department’s Agency ORI (Originating Agency Identifier Number). The City of San Juan shall ask for the officer’s full name, DOB, PID and badge number to run sensitive inquires as the system provided may ask for such information. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the City of San Juan.

C. OTHER SERVICES

The City of San Juan will monitor any hit requests deemed for the PSJA ISD Police department. Hit requests are requests from other agencies inquiring if a person or property is still active as wanted or stolen in the

TLETS system. This occurs when another agency makes contact with a person or property who's name, or serial number comes back listed as wanted or stolen through the agencies ORI. The City of San Juan will verify with the PSJA Police Department if such hit requests are still active, so that they can send a reply in a timely manner as per TLETS guidelines for response to hit requests.

D. EQUIPMENT AND FACILITY MAINTENANCE

The City of San Juan will maintain responsibility for maintenance for their dispatch center and any related equipment or appurtenances.

E. Communications Policy

The City of San Juan will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the communications center.

F. AUDIT CLAUSE

The City of San Juan will allow PSJA ISD access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the San Juan Public Safety Communications Center operations and maintenance.

G. Public Information Requests

The City of San Juan will process requests for public information as they relate to the San Juan Public Safety Communications Center in accordance to applicable laws and local policies.

III. DUTIES OF PSJA ISD

A. TLETS REQUESTS

The PSJA ISD Police Department will ensure that all sworn personnel are up to date on training records through TCOLE before making any inquiries with the City of San Juan. The PSJA ISD Police department is solely responsible for their officer's training records and mandated courses needed before making any TLETS requests. The PSJA ISD Police department shall make requests through phone, email or fax. The PSJA ISD Police department personnel making a request shall provide their full name, DOB, PID and badge number to the San Juan dispatch officer, upon request, when inquiring on sensitive information.

B. BREACH

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City of San Juan. If the PSJA ISD commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the PSJA ISD that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. The written notice to PSJA ISD shall specify the following:

1. The nature of the breach
2. The date of the notice of breach
3. The failure of the PSJA ISD to cure timely, and
4. The PSJA ISD's interest in the San Juan Public Safety Communications Center is terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

IV. TERM AND TERMINATIONS

The first full Contract Term shall be one (1) year from the date and signatures made on this Contract. This Contract will be reviewed yearly and be presented for renewal to City of San Juan board and PSJA ISD school board for approval, unless it is terminated by either party giving the other party prior notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. Notwithstanding the preceding provisions, the Contract Term will also end:

- Upon PSJA ISD giving the City of San Juan less than thirty(30) days prior notice of its intent to terminate.
- Upon City of San Juan's notice of termination for convenience, upon thirty (30) days written notice.
- Upon the expiration date for yearly renewal

VI. MISCELLANEOUS

A. RELEASE

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF SAN JUAN, ITS

PREDECESSORS, ASSIGNS,LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS,EMPLOYEES,DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF CITY OF SAN JUAN FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED UNDER THIS CONTRACT.

B. FORCE MAJEURE

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy,war,blockades,insurrection,riots,epidemics,landslides,lightning,earthquakes,fires,storms,floods,washouts, tornadoes, hurricanes, arrests and restrains of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not withing the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party with five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible re remedied with reasonable dispatch.

C. ENTIRE AGREEMENT

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. APPLICABLE LAWS

This Contract is subject to all laws of the State of Texas, The City Charters and Ordinances of the City of San Juan, The Policies and Guidelines of the PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL

DISTRICT, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. ENFORCEMENT

The City of San Juan's City Manager or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

F. Assignment

The PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT shall not assign this Contract at law or otherwise without the prior written consent of the City of San Juan.

G. PARTIES IN INTEREST

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City of San Juan and PSJA ISD only

H. Notices

Any and all notices or other communications required or permitted to be given pursuant to this Interlocal Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

<u>City of San Juan:</u>	<u>Benajamin Arjona, City Manager, City of San Juan, San Juan, Texas</u>
<u>PSJA ISD:</u>	<u>Dr. Jorge L. Arredondo, Superintendent, PSJA ISD, Pharr, Texas</u>

IN WITNESS THEREOF, the undersigned City and District execute this Agreement as authorized by the respective governing bodies, as of the day and year first written on the Agreement.

City of San Juan

PHARR-SAN JUAN-ALAMO ISD

Sign: _____ Date: _____

Sign: _____ Date: _____

Mayor Mario Garza

Jorge Zambrano

School Board President

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Approve the Law Enforcement Emergency Regional Response Team (LEERRT) Memorandum of Understanding (MOU) between the City of Alton Police Department and the City of San Juan Police Department.

STAFF COMMENTS AND RECOMMENDATIONS:

This Memorandum of Understanding is being executed between the City of San Juan, Texas Police Department and the City of Alton Police Department to establish operating procedures for the Law Enforcement Emergency Regional Response Team. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

RECOMMENDATION:

Staff recommends approval of the LEERRT MOU with the City of Alton Police Department.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

MEMORANDUM OF UNDERSTANDING

FOR POLICE SERVICES BY AND BETWEEN

City of San Juan, Texas 78589

San Juan Police Department and City of Alton Police Department

This Memorandum of Understanding is being executed between the **City of San Juan, Texas Police Department** and the **City of Alton Police Department** to establish operating procedures for the **Law Enforcement Emergency Regional Response Team**. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the **City of San Juan Police Department** and **City of Alton Police Department** to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain specialized police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the **City of San Juan Police Department (Law Enforcement Emergency Regional Response Team)** and the **City of Alton Police Department** agree as follows:

PURPOSE AND MISSION

The primary purpose of the **Law Enforcement Emergency Regional Response Team** is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the **Law Enforcement Emergency Regional Response Team**, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the **Law Enforcement Emergency Regional Response Team Policies and Procedures**.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The **Law Enforcement Emergency Regional Response Team** recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.

GENERAL AGREEMENTS

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Departments of **(City of San Juan)** and **(City of Alton Police Department)**.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. **"(City of San Juan Police Department)"** means the corporate limits of said City.
 - b. **"(City of Alton Police Department)"** means the corporate limits of said City.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request specialized emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, or designee, shall be responsible for receiving requests for specialized emergency police services and assistance **(Law Enforcement Emergency Regional Response Team)** in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request

specialized emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or assistance from other Agencies. **(Law Enforcement Emergency Regional Response Team)**.
2. The requesting Agency shall specify the type of specialized emergency police service or assistance, **(Law Enforcement Emergency Regional Response Team)** which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or assistance **(Law Enforcement Emergency Regional Response Team)** requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting specialized emergency police services or assistance from other Agencies, and the types of specialized emergency police services and assistance **(Law Enforcement Emergency Regional Response Team)** which they are requesting are as follows:
 - a. The **(City of Alton Police Department Department)** hereby requests that the police department of **(City of San Juan, Texas Law Enforcement Emergency Regional Response Team)** provide specialized emergency police services and assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of **(City of Alton Police Department)**, or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of **(City of Alton, Texas Police Department)**.

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are

acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

D. COMPOSITION AND COMMAND

The **City of Alton, Texas Agency's Police Department** agrees to assign one (1) or more **personnel (s) to the LEERRT as SWAT Operators** and/or Hostage Negotiators. Increases to the LEERRT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERRT Team will be in accordance with the provisions outlined in the LEERRT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERRT team by providing a **30 day notice to the team commander in writing**. This will include the number of personnel assigned.

The LEERRT will select all prospective members from a valid selection roster created through applicant testing. Criteria form application will be based on the following; time in service if a certain length, satisfactory job performance in present and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERRT specific validated task related tests.

The LEERRT team Commander and team leaders will be assigned by the Command and Control Structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERRT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

E. POLICY AND DIRECTION

The policy and direction of the **Law Enforcement Emergency Regional Response Team** will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERRT team.

F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERRT Team will assist when requested to the extent possible.

G. COOPERATION BETWEEN AGENCIES

To the extent possible, all **Law Enforcement Emergency Regional Response Team** operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in

accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the **Law Enforcement Emergency Regional Response Team Command and Control Element**. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

I. OPERATIONAL PROCEDURES

The **Law Enforcement Emergency Regional Response Team** in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in concert with the National Incident Management System (NIMS) and/or Incident Command System (ICS) protocols. The **LEERRT** will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

J. EQUIPMENT

Equipment acquisition will occur jointly by the **Law Enforcement Emergency Regional Response Team**. The Command Staff will meet monthly and answer to and provide regular updates on the following to the **LEERRT participating agencies**; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. **Regional Grant monies will be used to assist member agencies in the purchase of specialized equipment.**

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

K. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

L. EVALUATION AND REVIEW

The **Law Enforcement Emergency Regional Response Team** will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

M. LIABILITY

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the command and control staff of the San Juan Police Department's legal department.

N. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

O. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the **(City of San Juan, Texas Police Department (Law Enforcement Emergency Regional Response Team))** and the **(City of Alton, Texas Police Department)**.

P. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the **(City of San Juan Police Department (Law Enforcement Emergency Regional Response Team))** and the **(City of Alton, Texas Police Department)**.

Q. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the **(City of San Juan Police Department (Law Enforcement Emergency Regional Response Team))** and the **(City of Alton, Texas Police Department)** of an ordinance, resolution, or other document indicating withdrawal from this agreement.

R. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

S. CONFIDENTIALITY

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERRT policies and procedures manual.

IN WITNESS WHEREOF, the City Commission of **(City of San Juan, Texas)** and the City Commission of the **(City of Alton, Texas)** have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

AGENCY A

Authorized Official: _____

Signature

Chief Ruben Morin

Printed Name and Title

Agency: San Juan Police Department

Address: 301 E Ridge Rd San Juan, Tx 78589

Telephone(s): (956) 223-2400

AGENCY B

Authorized Official: _____

Signature

Chief Jonathan B. Flores

Printed Name and Title

Agency: Alton Police Department

Address: 509 S. Alton Blvd. Alton, Tx 78577

Telephone(s): (956) 432-0700

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

Discussion and Possible Action to Approve the Law Enforcement Emergency Regional Response Team (LEERRT) Memorandum of Understanding (MOU) between the Pharr-San Juan-Alamo ISD Police Department and the City of San Juan Police Department.

STAFF COMMENTS AND RECOMMENDATIONS:

This Memorandum of Understanding is being executed between the City of San Juan, Texas Police Department and the Pharr-San Juan-Alamo ISD Police Department to establish operating procedures for the Law Enforcement Emergency Regional Response Team. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

RECOMMENDATION:

Staff recommends approval of the MOU with the PSJA ISD PD.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

MEMORANDUM OF UNDERSTANDING

FOR POLICE SERVICES BY AND BETWEEN

City of San Juan, Texas 78589

San Juan Police Department and Pharr-San Juan-Alamo ISD Police Department

This Memorandum of Understanding is being executed between the **City of San Juan, Texas Police Department** and the **Pharr-San Juan-Alamo ISD Police Department** to establish operating procedures for the **Law Enforcement Emergency Regional Response Team**. The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective operation procedures.

WHEREAS, it is in the best interest of the **City of San Juan Police Department** and **Pharr-San Juan-Alamo ISD Police Department** to provide for certain police services upon request; and

WHEREAS, the Texas Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain specialized police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the **City of San Juan Police Department (Law Enforcement Emergency Regional Response Team)** and the **Pharr-San Juan-Alamo ISD Police Department** agree as follows:

PURPOSE AND MISSION

The primary purpose of the **Law Enforcement Emergency Regional Response Team** is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented. While life safety is a priority of the **Law Enforcement Emergency Regional Response Team**, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved.

Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force. The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the **Law Enforcement Emergency Regional Response Team Policies and Procedures**.

The mission of the LEERRT is to provide a professionally specialized trained team capable of responding to any critical incident and render the location and area safe utilizing special weapons and tactics. The **Law Enforcement Emergency Regional Response Team** recognizes the vulnerability of the people and communities located within the Region to loss of life and or serious injury due to acts of violence and/or threats of violence. These critical incidents, civil emergencies and disasters may present equipment and manpower requirements beyond the capacity of each individual Agency.

GENERAL AGREEMENTS

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the Police Departments of **(City of San Juan)** and **(Pharr-San Juan-Alamo ISD Police Department)**.
2. "Requesting Agency" means an Agency requesting specialized emergency police services or assistance pursuant to this Agreement.
3. "Responding Agency" means an Agency providing specialized emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing specialized emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of serious bodily harm to civilians and police officers, a situation involving critical incident that will require specialized personnel and equipment, or other similar civil disturbance.
5. "Jurisdiction" of the Agency shall be as follows:
 - a. **"(City of San Juan Police Department)"** means the corporate limits of said City.
 - b. **"(Pharr-San Juan-Alamo ISD Police Department)"** means the corporate limits of said District.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request specialized emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide specialized emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, or designee, shall be responsible for receiving requests for specialized emergency police services and assistance **(Law Enforcement Emergency Regional Response Team)** in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request

specialized emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request specialized police emergency police services or assistance from other Agencies. **(Law Enforcement Emergency Regional Response Team)**.
2. The requesting Agency shall specify the type of specialized emergency police service or assistance, **(Law Enforcement Emergency Regional Response Team)** which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the specialized emergency police services or assistance **(Law Enforcement Emergency Regional Response Team)** requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide specialized emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting specialized emergency police services or assistance from other Agencies, and the types of specialized emergency police services and assistance **(Law Enforcement Emergency Regional Response Team)** which they are requesting are as follows:
 - a. The **(Pharr-San Juan-Alamo ISD Police Department Department)** hereby requests that the police department of **(City of San Juan, Texas Law Enforcement Emergency Regional Response Team)** provide specialized emergency police services and assistance in situations where they receive calls or other requests for specialized emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of **(Pharr-San Juan-Alamo ISD Police Department)**, or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of **(PSJA ISD Police Department)**.

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are

acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.

D. COMPOSITION AND COMMAND

The **Pharr-San Juan-Alamo ISD Police Department** agrees to assign one (1) or more **personnel (s) to the LEERRT as SWAT Operators** and/or Hostage Negotiators. Increases to the LEERRT team by either agency may occur upon agreement by both participating agencies. Selection and dismissal of personnel to/from the LEERRT Team will be in accordance with the provisions outlined in the LEERRT Policies.

Each department reserves the right to make changes in its certified personnel assigned to the LEERRT team by providing a **30 day notice to the team commander in writing**. This will include the number of personnel assigned.

The LEERRT will select all prospective members from a valid selection roster created through applicant testing. Criteria form application will be based on the following; time in service if a certain length, satisfactory job performance in present and previous assignments, review of operator's attendance, performance and conduct, satisfactory physical fitness levels and a LEERRT specific validated task related tests.

The LEERRT team Commander and team leaders will be assigned by the Command and Control Structure of the San Juan Police Department. The team commanders will have the responsibility for overall command and control, supervision, selection, training, assignments, call-outs, and equipment purchases and replacement for the team. Command of the LEERRT Team tactical operations shall rest with the Team Leaders assigned to the team until the critical incident has been resolved and the scene has been rendered safe.

E. POLICY AND DIRECTION

The policy and direction of the **Law Enforcement Emergency Regional Response Team** will be a joint responsibility of the participating agencies on the team and the San Juan Police Department in accordance with the policies and procedures of the LEERRT team.

F. INVESTIGATIVE GUIDELINES, PROCEDURES AND JURISDICTION

After the **Law Enforcement Emergency Regional Response Team** has responded and secured the critical incident, the agency with jurisdiction will be responsible for processing the crime scene. The LEERRT Team will assist when requested to the extent possible.

G. COOPERATION BETWEEN AGENCIES

To the extent possible, all **Law Enforcement Emergency Regional Response Team** operations will be a joint activity, with no agency acting independently of the other agency. Agencies will operate in

accordance with established guidelines under the Incident Command System and established protocol through the LEERRT policies.

H. TEAM ACTIVATION AND OPERATIONAL PROBLEMS

Team activations take precedence over all others assignments within the agencies assigned to the LEERRT. Team members from the various agencies assigned to the LEERRT become subordinate to the team Commander and/or team leaders. The Commander or Team Leaders will then take responsibility for the conduct of the activation. The personnel costs of training and activations shall be absorbed by each member agency as agreed upon in these MOU.

The LEERRT team is available, with the approval of the team Commander to any requesting law enforcement agency. When a request for the team is received it shall be immediately forward to the LEERRT Commander who will determine if in fact the situation warrants the activation of the team based on a standard threat matrix.

If the situation warrants the activation of the team, the Commander will request activation of the team. Once permission is granted the activation will follow standard procedures.

If any tactical operational problems are encountered, they will be mutually addressed and resolved by the **Law Enforcement Emergency Regional Response Team Command and Control Element**. Ideally, it is agreed that resolution of tactical operational problems will be resolved by the LEERRT Team. Any tactical operational problems not resolved at this level will be referred to the heads of the respective agencies on scene.

I. OPERATIONAL PROCEDURES

The **Law Enforcement Emergency Regional Response Team** in concert with this Memorandum of Understanding will report to the On-Scene Incident Commander and operate under their control in concert with the National Incident Management System (NIMS) and/or Incident Command System (ICS) protocols. The **LEERRT** will respond to but not limited to the following types of incidents: Homeland Security related Missions (Border Security), Protection of Critical Infrastructure and Personnel, Terrorists Incidents, Hostage Rescue Operations, Response to Suicide & Homicide Bombers, Civil Disturbances, including Riots, Active Shooter Incidents, Hazardous Warrant Service, Operations in CBRNE environments, Barricaded Persons and in any event in which a member agencies tactical resources have been depleted.

J. EQUIPMENT

Equipment acquisition will occur jointly by the **Law Enforcement Emergency Regional Response Team**. The Command Staff will meet monthly and answer to and provide regular updates on the following to the **LEERRT participating agencies**; Operational standards, Equipment acquisitions, personnel acquisitions, training activities, activations, after action summaries and regional grant funding concerns and opportunities. **Regional Grant monies will be used to assist member agencies in the purchase of specialized equipment.**

In the event the LEERRT team is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department. Equipment will be stored in accordance with LEERRT Protocols. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

K. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the LEERRT team itself will be released to the media without the mutual approval of the team commander.

L. EVALUATION AND REVIEW

The **Law Enforcement Emergency Regional Response Team** will be evaluated on an annual basis by the police chiefs from each participating department who may make recommendations for improving the performance of the team.

M. LIABILITY

The statutes and case law of the State of Texas shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person(s) or damaged to the property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

All damaged property claims; injury claims and/or use of force claims reported as a result of a tactical operation will be reviewed, investigated and evaluated by the command and control staff of the San Juan Police Department's legal department.

N. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

O. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the **(City of San Juan, Texas Police Department (Law Enforcement Emergency Regional Response Team) and the (Pharr-San Juan-Alamo ISD Police Department))**.

P. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the **(City of San Juan Police Department (Law Enforcement Emergency Regional Response Team))** and the **(Pharr-San Juan-Alamo ISD Police Department)**.

Q. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the **(City of San Juan Police Department (Law Enforcement Emergency Regional Response Team))** and the **(Pharr-San Juan-Alamo ISD Police Department)** of an ordinance, resolution, or other document indicating withdrawal from this agreement.

R. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of Texas.

S. CONFIDENTIALITY

In order to ensure the safety of all operators, all parties to the memorandum of understanding agree to adhere to the confidentiality expectations as outlined in the LEERRT policies and procedures manual.

IN WITNESS WHEREOF, the City Commission of **(City of San Juan, Texas)** and the School Board of the **(PSJA ISD Police Department)** have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

AGENCY A

Authorized Official: _____

Signature

Chief Ruben Morin

Printed Name and Title

Agency: San Juan Police Department

Address: 301 E Ridge Rd San Juan, Tx 78589

Telephone(s): (956) 223-2400

AGENCY B

Authorized Official: _____

Signature

Chief Rolando Garcia

Printed Name and Title

Authorized Official: _____
Signature

Superintendent Dr. Jorge Arredondo
Printed Name and Title

Agency: Pharr-San Juan-Alamo ISD Police Department Address: 804 E. US Hwy 83 Harr, Texas 78577

Telephone(s): (956) 354-2175



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 14, 2021

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 the 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company, according to the plat thereof recorded in Volume 1, Pages 24-25, Map Records, as Requested by 193 S. Heathwood Drive, LLC.

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 a 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company's Subdivision.

The property owner of the subject property has submitted a petition for a 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 a Voluntary Annexation Petition, Setting Dates and Times of the Public Hearings.

PREPARED BY:

Roberto Escobar,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

PETITION FOR ANNEXATION

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

The undersigned, owner of land or representative of the majority of landowners hereby petitions the Mayor and City Council of the City of San Juan, Texas to annex a tract of land being the S483.80' of the W500' out of Lot 2, Block 31, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas as per map thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas.


193 S. Heathwood Drive, LLC,
Jorge Cuevas, Manager
3381 White Boulevard
Naples, Florida 34117

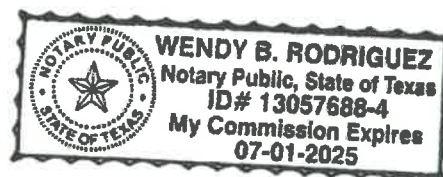
STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared Jorge Cuevas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this the 30th day of August, 2021.


Notary Public, State of Texas





**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Being 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, as Requested by 193 S. Heartwood Drive, LLC.
Tuesday, September 7, 2021	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Tuesday, September 7, 2021	Negotiate written service agreement with property owner and City.
Tuesday, September 14, 2021	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, September 29, 2021	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, October 12, 2021	City Commission holds public hearing on Voluntary Annexation.
Wednesday, October 20, 2021	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, November 9, 2021	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, November 23, 2021	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, December 14, 2021	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.

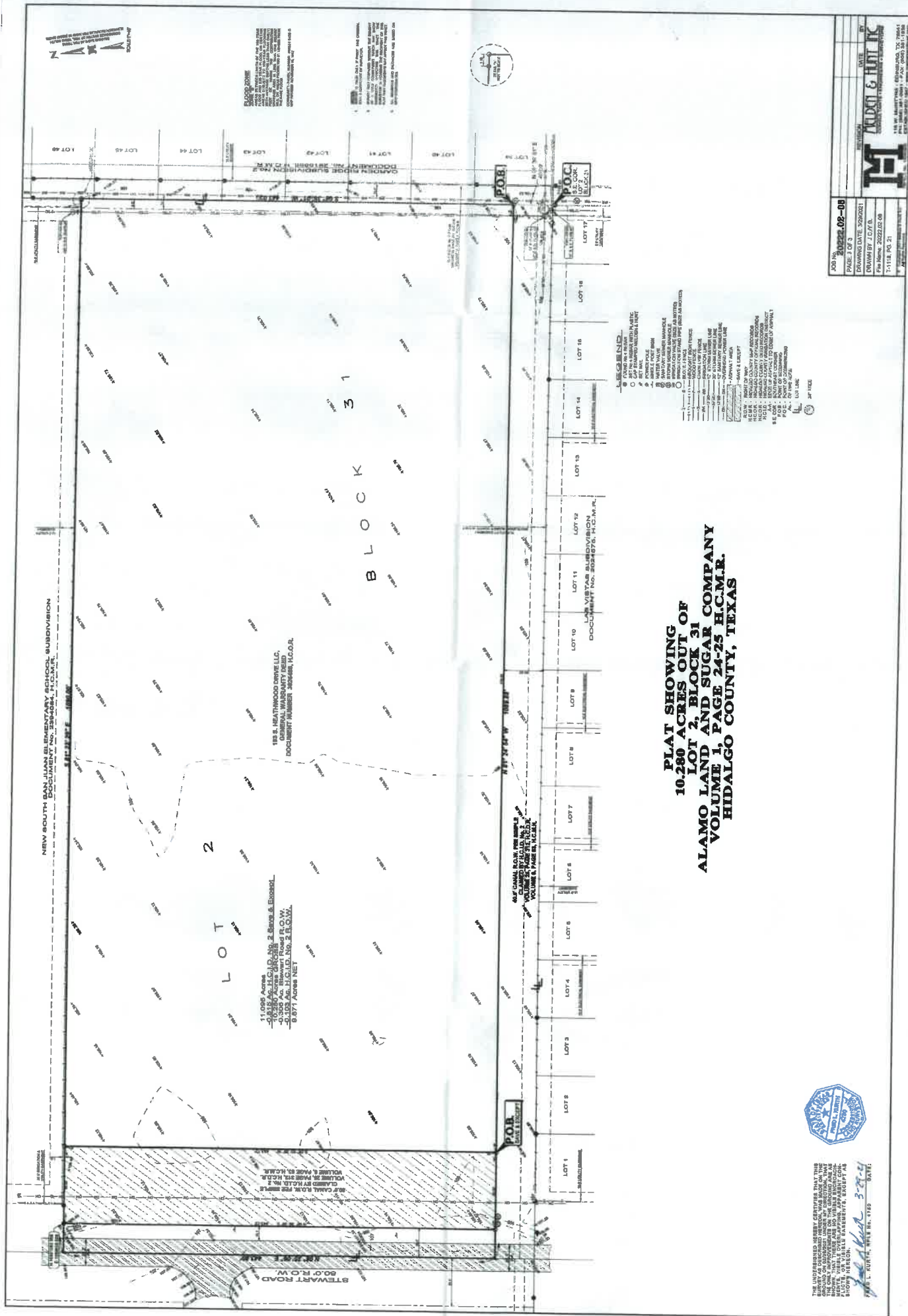


Legend

- CITY LIMITS
- Proposed area

Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare Service Plan for the 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company Subdivision, according to the plat thereof recorded in Volume 1, Pages 24-25, Map Records.





**PLAT SHOWING
10.280 ACRES OUT OF
LOT 2, BLOCK 31
ALAMO LAND AND SUGAR COMPANY
VOLUME 1, PAGE 24-25 H.C.M.R.
HIDALGO COUNTY, TEXAS**

THE UNDERSIGNED HEREBY CERTIFY THAT THIS
PLAT WAS PREPARED BY ME OR UNDER MY
SUPERVISION AND THAT I AM A LICENSED
SURVEYOR IN THE STATE OF TEXAS. I
FURTHER CERTIFY THAT THE INFORMATION
CONTAINED HEREIN IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND
BELIEF.

John A. Kuhn 3-21-21 DATE

JOHN A. KUHN, SURV. NO. 1152



- LEGEND**
- 1. 1/4" LINE - 1/4" ACCURACY
 - 2. 1/8" LINE - 1/8" ACCURACY
 - 3. 1/16" LINE - 1/16" ACCURACY
 - 4. 1/32" LINE - 1/32" ACCURACY
 - 5. 1/64" LINE - 1/64" ACCURACY
 - 6. 1/128" LINE - 1/128" ACCURACY
 - 7. 1/256" LINE - 1/256" ACCURACY
 - 8. 1/512" LINE - 1/512" ACCURACY
 - 9. 1/1024" LINE - 1/1024" ACCURACY
 - 10. 1/2048" LINE - 1/2048" ACCURACY
 - 11. 1/4096" LINE - 1/4096" ACCURACY
 - 12. 1/8192" LINE - 1/8192" ACCURACY
 - 13. 1/16384" LINE - 1/16384" ACCURACY
 - 14. 1/32768" LINE - 1/32768" ACCURACY
 - 15. 1/65536" LINE - 1/65536" ACCURACY
 - 16. 1/131072" LINE - 1/131072" ACCURACY
 - 17. 1/262144" LINE - 1/262144" ACCURACY
 - 18. 1/524288" LINE - 1/524288" ACCURACY
 - 19. 1/1048576" LINE - 1/1048576" ACCURACY
 - 20. 1/2097152" LINE - 1/2097152" ACCURACY
 - 21. 1/4194304" LINE - 1/4194304" ACCURACY
 - 22. 1/8388608" LINE - 1/8388608" ACCURACY
 - 23. 1/16777216" LINE - 1/16777216" ACCURACY
 - 24. 1/33554432" LINE - 1/33554432" ACCURACY
 - 25. 1/67108864" LINE - 1/67108864" ACCURACY
 - 26. 1/134217728" LINE - 1/134217728" ACCURACY
 - 27. 1/268435456" LINE - 1/268435456" ACCURACY
 - 28. 1/536870912" LINE - 1/536870912" ACCURACY
 - 29. 1/1073741824" LINE - 1/1073741824" ACCURACY
 - 30. 1/2147483648" LINE - 1/2147483648" ACCURACY
 - 31. 1/4294967296" LINE - 1/4294967296" ACCURACY
 - 32. 1/8589934592" LINE - 1/8589934592" ACCURACY
 - 33. 1/17179869184" LINE - 1/17179869184" ACCURACY
 - 34. 1/34359738368" LINE - 1/34359738368" ACCURACY
 - 35. 1/68719476736" LINE - 1/68719476736" ACCURACY
 - 36. 1/137438953472" LINE - 1/137438953472" ACCURACY
 - 37. 1/274877906944" LINE - 1/274877906944" ACCURACY
 - 38. 1/549755813888" LINE - 1/549755813888" ACCURACY
 - 39. 1/1099511627776" LINE - 1/1099511627776" ACCURACY
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March 29, 2021

**METES AND BOUNDS DESCRIPTION
10.280 ACRES OUT OF
LOT 2, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY
HIDALGO COUNTY, TEXAS**

A tract of land containing 10.280 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 2, Block 31, Alamo Land and Sugar Company, according to the plat thereof recorded in Volume 1, Pages 24-25, Hidalgo County Map Records, which said 10.280 acres were conveyed to 193 S. Heathwood Drive LLC, by virtue of a General Warranty Deed recorded under Document Number 3026488, Hidalgo County Official Records, said 10.280 acres also being more particularly described as follows;

COMMENCING at the Southeast corner of said Lot 2, Block 31;

THENCE, N 08° 36' 01" E a distance of 40.00 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 24' 54" W at a distance of 979.88 feet pass a No. 4 rebar set on the Southeast corner of Hidalgo County Irrigation District No. 2 Save & Except by virtue of a Deed recorded in Volume 25, Page 312, Hidalgo County Deed Records, at a distance of 1,059.88 feet pass a No. 4 rebar set on the Southwest corner of said Save & Except and on the existing East right-of-way line of Stewart Road, continuing a total distance of 1,089.88 feet to a Nail set for the Southwest corner of this tract;
2. THENCE, N 08° 35' 06" E within the existing Stewart Road right-of-way, a distance of 443.80 feet to a Nail set for the Northwest corner of this tract;
3. THENCE, S 81° 22' 29" E along the South line of New South San Juan Elementary School Subdivision, according to the plat thereof recorded in Instrument Number 2394084, Hidalgo Map County Records, at a distance of 30.00 feet pass a No. 4 rebar found [Northing:16591082.998, Easting:1099659.699] on the East right-of-way line of Stewart Road and the Northwest corner of said Save and Except, at a distance of 110.00 feet pass a No. 4 rebar set for the Northeast corner of said Save and Except, at a distance of 1,088.82 feet pass a No. 4 rebar found in line, continuing a total distance of 1,090.00 feet to a No. 4 rebar set for the Northeast corner of this tract;
4. THENCE, S 08° 36' 01" W along the East line of said Lot 2, Block 31, a distance of 443.03 feet to the POINT OF BEGINNING and containing 11.095 acres, of which 0.815 of one acre lies within the said Save & Except, leaving a Gross of 10.280 acres, of which 0.306 of one acre lies within the existing right-of-way of Stewart Road and 0.103 of one acre lies within a right-of-way claimed by the Hidalgo County Irrigation District No. 2, leaving a net of 9.871 acres of land, more or less.

SAVE & EXCEPT:

A tract of land containing 0.815 of one acre situated in the County of Hidalgo, Texas, being a part or portion out of Lot 2, Block 31, Alamo Land and Sugar Company, according to the plat thereof recorded in Volume 1, Pages 24-25, Hidalgo County Map Records, which said 0.815 of one acre being conveyed to Hidalgo County Irrigation District No. 2 by virtue of a Deed recorded in Volume 25, Page 312, Hidalgo County Deed Records, said 0.815 of one acre also being more particularly described as follows;

COMMENCING at the Southeast corner of said Lot 2, Block 31;

THENCE, N 08° 36' 01" E a distance of 40.00 feet;

THENCE, N 81° 24' 54" W a distance of 979.88 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 24' 54" W a distance of 80.00 feet to a No. 4 rebar set for the Southwest corner of this tract;
2. THENCE, N 08° 35' 06" E along the existing East right-of-way line of Stewart Road, a distance of 443.78 feet to a No. 4 rebar found [Northing: 16591082.998, Easting:1099659.699] for the Northwest corner of this tract;
3. THENCE, 81° 22' 29" E a distance of 80.00 feet to a No. 4 rebar set for the Northeast corner of this tract;
4. THENCE, S 08° 35' 06" W a distance of 443.72 feet to the POINT OF BEGINNING and containing 0.815 of one acre of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 02/26/2021 UNDER MY DIRECTION AND SUPERVISION.


FRED L. KURTH, R.P.L.S. #4750

3-29-21
DATE:



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF 10.28-ACRE TRACT OF LAND, OUT OF LOT 2, BLOCK 31, ALAMO LAND AND SUGAR COMPANY SUBDIVISION; 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 October 12, 2021. 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 November 9, 2021 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 14th day of September, 2021, 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



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

Memorandum

To: Benjamin Arjona , City Manager
From: Leroy Gonzales, Director of Finance
Date: August 18, 2021
Subject: Budget Expenditure Report – July 31, 2021

Attached you will find the above-mentioned report for the City of San Juan, Texas.

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25

Other City Funds:

• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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c. Bond Series 2019-A	43	28
d. CIP-Street-Series 2015	44	29
e. Capital Projects	45	30
f. 2018 Construction	46	31
g. Certificate of Obligation 2018	47	32
h. Certificate of Obligation 2017	48	33

Other City Funds –Continue

h. 2020 Bond	49	34 -35
i. Certificate of Obligation 2007	52	36
i. 2014 Bond	54	37

Component Unit:

• San Juan E.D.C.	24	38
• San Juan Economic Development Corp.	29	39

C: Mayor, Mario Garza

Mayor Pro-Tem,- Leonardo “Lenny” Sanchez

Commissioners:- Adina “Dina” Santillan

Ernesto “Neto” Guajardo

Marco “Markie” Villegas

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

							Budget Target 83%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	6,359,407	6,413,076	-	53,669	98,576	67,909	100.84
SALES TAX REVENUE	3,310,722	2,895,157	-	(415,565)	346,523	320,874	87.45
FRANCHISE TAX	903,485	727,931	-	(175,554)	40,508	43,114	80.57
LICENSES & PERMITS	490,025	518,919	-	28,894	69,479	42,730	105.90
FEES & FINES	262,402	174,366	-	(88,036)	21,268	12,562	66.45
INTERGOVERNMENTAL REVENUE	1,517,179	593,324	-	(923,855)	56,155	31,075	39.11
OTHER REVENUE	388,024	302,041	-	(85,983)	18,449	10,401	77.84
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	13,231,244	11,624,814	-	(1,606,430)	650,958	528,665	87.86
EXPENDITURE SUMMARY							
LEGISLATIVE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	30,800	12,645	410	17,746	2,138	868	42.38
SUPPLIES	8,302	6,078	905	1,319	1,060	1,519	84.12
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	125,800	118,851	181	6,768	535	5,385	94.62
LEGISLATIVE	164,902	137,574	1,496	25,833	3,733	7,772	84.33
CITY MANAGER							
SALARIES & WAGES/BENEFIT	180,499	152,479	-	28,020	14,309	20,789	84.48
PURCHASED PROF/TECH SRVS	238,500	226,500	12,000	-	3,000	17,000	100.00
PUR PROP SRVS & OTH SRVS	3,900	2,944	185	771	861	485	80.23
SUPPLIES	595	445	-	150	-	141	74.78
CAPITAL OUTLAY	95,000	-	-	95,000	-	-	-
MISCELLANEOUS	950	198	-	752	-	-	20.80
CITY MANAGER	519,444	382,565	12,185	124,693	18,170	38,414	75.99
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	131,786	123,330	-	8,456	12,058	17,437	93.58
PURCHASED PROF/TECH SRVS	10,000	6,563	-	3,437	719	1,458	65.63
PUR PROP SRVS & OTH SRVS	5,950	2,089	-	3,861	500	34	35.11
SUPPLIES	3,850	1,135	729	1,987	-	720	48.40
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	38,400	1,932	-	36,468	-	(5)	5.03
CITY SECRETARY	189,986	135,050	729	54,208	13,277	19,644	71.47
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	171,712	170,279	-	1,433	15,882	22,687	99.17
PURCHASED PROF/TECH SRVS	64,969	49,144	7,483	8,342	2,258	13,960	87.16
PUR PROP SRVS & OTH SRVS	9,305	4,309	-	4,996	147	387	46.31
SUPPLIES	7,595	3,762	600	3,233	590	999	57.43
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	240	55	-	185	-	-	22.92
MUNICIPAL COURT	253,821	227,548	8,083	18,190	18,877	38,033	92.83

City of San Juan, Texas
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Budget Target 83%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	378,610	316,784	-	61,826	29,864	43,029	83.67
PURCHASED PROF/TECH SRVS	3,500	3,500	-	-	-	-	100.00
PUR PROP SRVS & OTH SRVS	7,025	7,505	137	(616)	506	1,332	108.77
SUPPLIES	4,120	4,054	-	66	87	1,433	98.41
CAPITAL OUTLAY	1,444	-	-	1,444	-	-	-
MISCELLANEOUS	14,035	16,980	369	(3,314)	1,705	1,463	123.61
FINANCE	408,734	348,823	506	59,406	32,161	47,256	85.47
PLANNING							
SALARIES & WAGES/BENEFIT	490,302	412,106	-	78,196	38,429	55,719	84.05
PURCHASED PROF/TECH SRVS	30,000	6,395	1,005	22,600	1,000	500	24.67
PUR PROP SRVS & OTH SRVS	19,211	9,892	1,115	8,204	1,764	1,007	57.29
SUPPLIES	21,025	13,585	1,173	6,267	1,051	1,708	70.19
CAPITAL OUTLAY	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	19,170	1,999	-	17,172	-	68	10.43
PLANNING	580,707	443,977	3,293	133,438	42,244	59,000	77.02
POLICE							
SALARIES & WAGES/BENEFIT	3,627,470	2,918,856	-	708,614	295,433	360,019	80.47
PURCHASED PROF/TECH SRVS	20,126	40,756	504	(21,134)	561	2,564	205.01
PUR PROP SRVS & OTH SRVS	79,759	66,898	1,812	11,050	8,008	12,433	86.15
SUPPLIES	163,958	149,482	4,178	10,297	6,357	28,453	93.72
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	35,399	31,532	312	3,556	729	400	89.95
POLICE	3,926,712	3,207,523	6,806	712,383	311,088	403,869	81.86
FIRE							
SALARIES & WAGES/BENEFIT	1,685,637	1,256,492	-	429,145	106,273	171,752	74.54
PURCHASED PROF/TECH SRVS	20,800	18,561	-	2,239	422	2,688	89.24
PUR PROP SRVS & OTH SRVS	83,002	67,092	6,939	8,971	895	13,498	89.19
SUPPLIES	72,705	54,206	6,068	12,431	5,735	5,795	82.90
CAPITAL OUTLAY	177,856	41,373	27,736	108,746	1,793	750	38.86
DEBT SERVICE	126,180	120,978	-	5,202	-	-	95.88
MISCELLANEOUS	8,950	8,551	-	399	-	150	95.54
FIRE	2,175,130	1,567,253	40,743	567,133	115,118	194,632	73.93
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	286,195	244,837	-	41,358	23,926	28,964	85.55
PUR PROP SRVS & OTH SRVS	358,046	271,146	140	86,760	26,792	27,584	75.77
SUPPLIES	98,500	95,408	10,659	(7,567)	7,503	6,939	107.68
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	5,260	2,325	-	2,935	-	-	44.20
STREETS, ALLEY, OTHER	748,001	613,717	10,799	123,485	58,221	63,486	83.49

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83% % RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	127,731	98,765	-	28,966	10,191	14,151	77.32
PURCHASED PROF/TECH SRVS	7,500	7,500	-	-	-	-	100.00
PUR PROP SRVS & OTH SRVS	4,410	2,485	197	1,728	134	298	60.81
SUPPLIES	9,256	7,219	110	1,927	522	588	79.18
CAPITAL OUTLAY	-	-	-	-	-	-	-
CENTRAL GARAGE	148,897	115,969	307	32,620	10,846	15,037	78.09
PARKS							
SALARIES & WAGES/BENEFIT	888,676	692,728	-	195,948	64,686	143,868	77.95
PURCHASED PROF/TECH SRVS	2,750	2,004	-	746	299	911	72.86
PUR PROP SRVS & OTH SRVS	140,110	107,414	1,738	30,958	14,468	6,801	77.90
SUPPLIES	40,533	34,144	279	6,110	5,065	5,701	84.93
CAPITAL OUTLAY	-	-	-	-	-	-	-
DEBT SERVICE	58,394	58,393	-	1	-	-	100.00
MISCELLANEOUS	352,982	350,299	5,900	(3,216)	19,255	38,765	100.91
PARKS	1,483,445	1,244,981	7,917	230,547	103,773	196,046	84.46
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	281,938	207,572	-	74,366	19,384	28,078	73.62
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	#DIV/0!
PUR PROP SRVS & OTH SRVS	27,153	23,553	50	3,550	1,333	1,851	86.93
SUPPLIES	38,540	31,522	2,310	4,707	2,610	2,358	87.79
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
BUILDING MAINTENANCE	347,631	262,647	2,361	82,623	23,327	32,287	76.23
LIBRARY							
SALARIES & WAGES/BENEFIT	286,062	220,149	-	65,913	19,943	28,581	76.96
PURCHASED PROF/TECH SRVS	2,000	991	-	1,009	49	49	49.55
PUR PROP SRVS & OTH SRVS	30,158	19,721	-	10,437	1,749	2,467	65.39
SUPPLIES	1,650	621	-	1,029	-	266	37.63
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	8,254	4,978	-	3,276	403	1,682	60.30
LIBRARY	328,124	246,460	-	81,665	22,144	33,045	75.11

City of San Juan, Texas
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							Budget Target 83%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	392,430	283,956	-	108,474	34,313	67,563	72.36
PUR PROP SRVS & OTH SRVS	187,279	168,677	2,271	16,331	16,322	16,427	91.28
SUPPLIES	1,140	823	-	317	94	39	72.20
CAPITAL OUTLAY	-	-	-	-	-	-	-
DEBT SERVICE	130,200	100,800	-	29,400	-	-	77.42
MISCELLANEOUS	115,000	-	-	115,000	-	-	-
ADMINISTRATION	826,049	554,256	2,271	269,522	50,730	84,029	67.37
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	196,768	149,320	-	47,448	14,802	22,429	75.89
PURCHASED PROF/TECH SRVS	10,000	6,515	1,865	1,620	2,150	1,575	83.80
PUR PROP SRVS & OTH SRVS	6,800	2,034	27	4,739	21	7	30.31
SUPPLIES	2,740	2,621	13	106	1,118	322	96.13
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	785	369	-	416	-	-	47.01
HUMAN RESOURCES	217,093	160,858	1,905	54,329	18,091	24,333	74.97
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	374,533	291,972	-	82,561	30,016	44,044	77.96
PURCHASED PROF/TECH SRVS	151,925	134,431	295	17,199	25,648	4,619	88.68
PUR PROP SRVS & OTH SRVS	140,275	124,131	-	16,144	11,379	9,790	88.49
SUPPLIES	43,419	39,209	425	3,785	6,263	248	91.28
CAPITAL OUTLAY	17,099	2,345	-	14,754	-	54	13.72
MISCELLANEOUS	64,154	55,607	-	8,547	-	-	86.68
INFORMATION TECHNOLOGY	791,404	647,695	720	142,989	73,307	58,754	81.93

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	15,000	-	-	-	-	100.00
PUR PROP SRVS & OTH SRVS	1,500	875	-	625	315	-	58.33
SUPPLIES	11,660	3,974	-	7,686	419	765	34.08
CAPITAL OUTLAY	35,000	-	-	35,000	-	-	-
MISCELLANEOUS	296	117,018	-	(116,722)	1,492	-	39,589.16
EMERGENCY MANAGEMENT	63,456	136,866	-	(73,411)	2,226	765	215.69
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	79,306	49,213	-	30,093	3,292	4,290	62.05
PURCHASED PROF/TECH SRVS	8,582	4,921	-	3,662	-	-	57.34
SUPPLIES	7,905	5,418	-	2,487	334	372	68.53
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	95,218	78,985	21,015	(4,782)	26,775	22,975	105.02
ANIMAL CONTROL	191,011	138,536	21,015	31,460	30,401	27,637	83.53
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	45,430	-	(45,430)	-	-	-
TOTAL EXPENDITURES	13,364,547	10,616,564	121,135	2,625,683	947,734	1,344,040	80.34
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REVENUES OVER/(UNDER) EXPENDITURES	(133,303)	1,008,250	(121,135)	1,019,253	-	(815,376)	(665.49)
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City of San Juan, Texas
Budget Expenditures Report
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							Budget Target 83%
22 - SOLID WASTE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,318,200	2,438,942	-	(879,258)	205,812	264,880	73.50
OTHER REVENUE	33,700	19,694	-	(14,006)	1,809	2,880	58.44
OTHER FINANCING SOURCES	-	45,430	-	45,430	-	-	-
TOTAL REVENUES	3,351,900	2,504,065	-	(847,835)	207,621	267,760	74.71
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,364,298	1,119,403	-	244,895	114,997	153,908	82.05
PUR PROF/TECH SRVS	12,500	780	-	11,720	-	-	6.24
PUR PROP SRVS & OTH SRVS	389,370	302,087	18,581	68,702	28,865	21,484	82.36
SUPPLIES	476,494	418,882	22,273	35,339	76,683	29,808	92.58
CAPITAL OUTLAY	72,000	110,754	-	(38,754)	65,324	-	153.83
MISCELLANEOUS	677,320	480,037	72,424	124,859	192,494	4,310	81.57
SANITATION	2,991,982	2,431,943	113,279	446,760	478,363	209,510	85.07
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	85,000	62,317	-	22,683	-	5,985	73.31
PUR PROP SRVS & OTH SRVS	39,287	37,302	-	1,985	3,688	3,688	94.95
DEBT SERVICE	321,444	291,626	-	29,818	-	-	90.72
MISCELLANEOUS	213,930	176,192	-	37,738	17,619	17,619	82.36
ORGANIZATIONAL	659,661	567,436	-	92,225	21,307	27,291	86.02
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	3,651,643	2,999,379	113,279	538,985	499,670	236,801	85.24
REVENUES OVER/(UNDER) EXPENDITURES	(299,743)	(495,313)	(113,279)	(308,850)	(292,048)	30,959	203.04

City of San Juan, Texas
Budget Expenditures Report
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							Budget Target 83%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,737,060	1,989,774	-	(747,286)	208,026	230,109	72.70
SEWER SYSTEMS	2,730,432	2,219,826	-	(510,606)	162,348	244,869	81.30
OTHER REVENUES	-	161	-	161	36	79	-
OTHER REVENUES	106,900	44,250	-	(62,650)	1,505	1,449	41.39
OTHER	(1,659,324)	(1,590,593)	-	68,731	(34,365)	(34,365)	95.86
TOTAL REVENUES	3,915,068	2,663,418	-	(1,251,650)	337,549	442,142	68.03
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	286,136	201,527	-	84,609	21,546	28,297	70.43
PURCHASED PROF/TECH SRVS	20,208	16,622	244	3,342	244	244	83.46
PUR PROP SRVS & OTH SRVS	99,620	91,473	8,658	(512)	4,228	13,326	100.51
SUPPLIES	50,856	28,929	739	21,187	6,318	2,008	58.34
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	46,027	45,717	219	90	4,544	4,676	99.80
UTILITY BILLING & COLLEC	502,847	384,269	9,861	108,717	36,880	48,551	78.38
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	210,014	161,794	-	48,220	16,814	23,283	77.04
PURCHASED PROF/TECH SRVS	350,105	122,370	175,703	52,032	6,780	18,966	85.14
PUR PROP SRVS & OTH SRVS	22,900	14,592	163	8,145	10,439	65	64.43
SUPPLIES	11,495	7,215	173	4,107	334	1,383	64.27
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	870	835	-	35	-	-	95.98
UTILITY ADMINISTRATION	595,384	306,806	176,039	112,540	34,366	43,696	81.10
WATER PLANT							
SALARIES & WAGES/BENEFIT	439,651	359,021	-	80,630	38,267	54,252	81.66
PURCHASED PROF/TECH SRVS	35,000	15,893	1,265	17,842	185	2,950	49.02
PUR PROP SRVS & OTH SRVS	217,010	188,390	16,731	11,889	61,953	31,280	94.52
SUPPLIES	393,082	248,337	10,713	134,031	18,220	34,929	65.90
CAPITAL OUTLAY	30,000	-	3,775	26,225	-	-	12.58
MISCELLANEOUS	362,430	287,586	4,680	70,164	2,600	-	80.64
WATER PLANT	1,477,173	1,099,227	37,164	340,781	121,226	123,412	76.93
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	269,341	148,154	-	121,187	19,486	24,227	55.01
PUR PROP SRVS & OTH SRVS	15,631	7,630	655	7,346	-	200	53.00
SUPPLIES	174,334	26,776	4,263	143,295	1,351	2,542	17.80
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	2,842	656	-	2,186	-	-	23.08
WATER DISTRIBUTION	462,148	183,216	4,918	274,014	20,838	26,968	40.71
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	320,062	171,280	-	148,782	14,585	23,433	53.51
PURCHASED PROF/TECH SRVS	5,000	3,000	-	2,000	-	-	60.00
PUR PROP SRVS & OTH SRVS	296,973	139,317	43,043	114,613	17,051	11,009	61.41
SUPPLIES	71,542	42,380	2,238	26,924	3,312	2,414	62.37
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	1,771	432	-	1,339	-	-	24.39
SEWER COLLECTION	695,348	356,409	45,281	293,658	34,948	36,856	57.77

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56 - UTILITY FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED	Budget Target 83%	
SEWER PLANT									
SALARIES & WAGES/BENEFIT	249,845	175,706	-	74,139	16,151	22,991	70.33		
PURCHASED PROF/TECH SRVS	41,000	28,405	3,200	9,395	3,187	7,598	77.09		
PUR PROP SRVS & OTH SRVS	320,088	186,066	63,915	70,107	20,102	10,463	78.10		
SUPPLIES	164,744	83,116	17,782	63,846	1,399	16,667	61.25		
CAPITAL OUTLAY	41,036	1,036	27,046	12,954	-	-	68.43		
MISCELLANEOUS	292,192	153,461	500	138,231	17,680	10,920	52.69		
SEWER PLANT	1,108,905	627,789	112,444	368,672	58,520	68,638	66.75		
ORGANIZATIONAL									
PURCHASED PROF/TECH SRVS	63,900	52,289	-	11,611	-	4,057	81.83		
PUR PROP SRVS & OTH SRVS	87,339	82,926	-	4,413	8,198	8,198	94.95		
DEBT SERVICE	1,000	-	-	1,000	-	-	-		
MISCELLANEOUS	414,687	339,975	-	74,712	33,985	33,985	81.98		
ORGANIZATIONAL	566,926	475,189	-	91,737	42,183	46,240	83.82		
TOTAL EXPENDITURES	5,408,731	3,432,905	385,707	1,590,119	348,960	394,361	70.60		
	=====	=====	=====	=====	=====	=====	=====		
REVENUES OVER/(UNDER) EXPENDITURES	(1,493,663)	(769,487)	(385,707)	338,469	-	47,780	77.34		
TRANSFER IN	-	-	-	-	-	-	-		
TRANSFER OUT	-	-	-	-	-	-	-		
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(1,493,663)	(769,487)	(385,707)	338,469	-	47,780	77.34		
	=====	=====	=====	=====	=====	=====	=====		

City of San Juan, Texas
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60 - UTILITY I&S FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,597,948	1,539,490	-	(58,458)	29,258	29,259	96.34
TOTAL REVENUES	1,597,948	1,539,490	-	(58,458)	29,258	29,259	96.34
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,597,948	1,526,789	-	71,159	128,438	-	95.55
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,597,948	1,526,789	-	71,159	128,438	-	95.55
TOTAL EXPENDITURES	1,597,948	1,526,789	-	71,159	128,438	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	12,701	-	12,701	-	29,259	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	-	12,701	-	12,701	-	29,259	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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							Budget Target 83%
61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	51,257	-	(10,119)	5,117	5,117	83.51
TOTAL REVENUES	61,376	51,257	-	(10,119)	5,117	5,117	83.51
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	61,376	51,257	-	(10,119)	5,117	5,117	83.51
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	51,257	-	(10,119)	5,117	5,117	83.51
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

Budget Target 83%

18 -LOCAL TRUANCY PREVENTION &
DIVERSION FUND
FINANCIAL SUMMARY

REVENUE SUMMARY

	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
FEEES & FINES	1,800	4,363	-	2,563	485	315	242.41
TOTAL REVENUES	1,800	4,363	-	2,563	485	315	242.41

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19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED	Budget Target 83%
REVENUE SUMMARY								
Fees & Fines	40	87	-	47	10	6	218.15	
TOTAL REVENUES	40	87	-	47	10	6	218.15	
	=====	=====	=====	=====	=====	=====	=====	

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20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,900	5,398	-	(502)	538	386	91.49
TOTAL REVENUES	5,900	5,398	-	(502)	538	386	91.49
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
PURCHASED PROF/TECH SRVS	1,500	13,261.49	-	(11,761)	-	-	884.10
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	1,500	13,261.49	-	(11,761)	-	-	884.10
TOTAL EXPENDITURES	1,500	13,261.49	-	(11,761)	-	-	884.10
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	4,400	(7,864)	-	(12,264)	-	386	(178.72)

City of San Juan, Texas
Budget Expenditures Report
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Budget Target 83% % RECEIV. EXPENDED
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21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,600	4,604	-	(996)	463	336	82.22
TOTAL REVENUES	5,600	4,604	-	(996)	463	336	82.22
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
PURCHASED PROF/TECH SRVS	1,780	-	-	1,780	-	-	-
SUPPLIES	500	-	-	500	-	-	-
MUNICIPAL COURT	2,280	-	-	2,280	-	-	-
TOTAL EXPENDITURES	2,280	-	-	2,280	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	3,320	4,604	-	1,284	-	336	138.68

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23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	317	-	317	25	23	-
TOTAL REVENUES	-	317	-	317	25	23	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	317	-	317	25	23	-

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25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	943	-	(557)	196	9	62.85
TOTAL REVENUES	1,500	943	-	(557)	196	9	62.85
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,500	943	-	(557)		-	62.85

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Budget Expenditures Report
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							Budget Target 83%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,010	220,022	-	195,012	14,301	2,026	879.74
TOTAL REVENUES	25,010	220,022	-	195,012	14,301	2,026	879.74
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	25,000	22,320	-	2,680	-	-	89.28
PARKS	25,000	22,320	-	2,680	-	-	89.28
TOTAL EXPENDITURES	25,000	22,320	-	2,680	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	10	197,702	-	197,692	-	2,026	1,977,024.90

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							Budget Target 83%
27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	3,150	8,840	-	5,690	180	1,320	280.63
TOTAL REVENUES	3,150	8,840	-	5,690	180	1,320	280.63
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	300	120	-	180	-	-	40.00
SUPPLIES	10,000	1,364	-	8,636	-	-	13.64
MISCELLANEOUS	3,000	1,983	-	1,017	1,015.88	-	66.11
ADMINISTRATION	18,300	3,467	-	14,833	-	-	18.95
TOTAL EXPENDITURES	18,300	3,467	-	14,833	-	-	18.95
REVENUES OVER/(UNDER) EXPENDITURES	(15,150)	5,373	-	20,523	-	1,320	(35.46)

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							Budget Target 83%
28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	20,000	10,196	-	(9,804)	-	-	50.98
FORFEIT LOCAL	-	4,866	-	4,866	-	-	-
TOTAL REVENUES	20,000	15,062	-	(4,938)	-	-	75.31
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	-	-	-	-	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	45,500	26,683	17,100	1,717	1,193.75	16,890.00	96.23
SUPPLIES	21,238	16,369	4,309	560	-	1,381.50	97.36
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	11,500	5,557	-	5,943	-	3,330.00	48.32
POLICE	78,238	48,609	21,409	8,220	-	21,602	89.49
TOTAL EXPENDITURES	78,238	48,609	21,409	8,220	-	21,602	89.49
REVENUES OVER/(UNDER) EXPENDITURES	(58,238)	(33,548)	(21,409)	3,281	-	(21,602)	94.37

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							Budget Target 83%
30 -MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	654,963	259,291	-	(395,672)	4,264	1,112	39.59
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	654,963	259,291	-	(395,672)	4,264	1,112	39.59
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	321,401	207,786	-	113,615	12,648	21,564	64.65
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	152,077	139,069	1,698	11,309	-	1,575	92.56
CAPITAL OUTLAY	136,116.94	56,117		80,000	-	-	41.23
POLICE	609,594.50	402,972	1,698	204,924	12,648	23,139	66.38
FIRE							
SALARIES & WAGES/BENEFIT	64,357	162,412	-	(98,055)	16,021	21,649	252.36
PUR PROP SRVS & OTH SRVS	5,160	-	-	5,160	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
FIRE	69,517	162,412	-	(92,895)	16,021	21,649	233.63
LIBRARY							
PURCHASED PROF/TECH SRVS	2,000	-		2,000	-	-	-
PUR PROP SRVS & OTH SRVS	8,689	7,630	-	1,059	-	-	87.81
SUPPLIES	2,554	1,989	327	238	-	645.94	90.67
CAPITAL OUTLAY	-	-		-	-	-	-
MISCELLANEOUS	2,300	913	580	806	-	807.32	64.94
LIBRARY	15,543	10,532	907	4,104	-	1,453.26	73.60
TOTAL EXPENDITURES	694,654.77	575,916	2,605	116,134	28,669	46,241	83.28
REVENUES OVER/(UNDER) EXPENDITURES	(39,692)	(316,625)	(2,605)	(279,538)	-	(45,129)	804.27

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Budget Target 83%

32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	15,000	-	-	(15,000)	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	15,000	-	-	(15,000)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
POLICE	15,000	-	-	15,000	-	-	-
TOTAL EXPENDITURES	15,000	-	-	15,000	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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							Budget Target 83%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	25,500	23,178	-	(2,322)	-	6,876	90.89
FINES & FEES	10,000	9,070	-	(930)	5,920	3,000	90.70
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	35,500	32,248	-	(3,252)	5,920	9,876	90.84
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
CITY EVENTS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	35,500	32,248	-	(3,252)	-	9,876	90.84
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====

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							Budget Target 83%
35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	800	319	-	(481)	14	20	39.90
FORFEIT FEDERAL	140,000	64,799	-	(75,201)	59,306	-	46.29
TOTAL REVENUES	140,800	65,118	-	(75,682)	59,319	20	46.25
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	15,000	-	-	15,000	-	-	-
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	38,578	6,792	-	31,786	2,510	2,492	17.60
SUPPLIES	40,744	20,575	238	19,931	19,572	420	51.08
CAPITAL OUTLAY	267,205	170,641	-	96,564	-	-	63.86
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	361,527	198,008	238	163,281	22,082	2,912	54.84
TOTAL EXPENDITURES	361,527	198,008	238	163,281	22,082	2,912	54.84
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(220,727.30)	(132,889)	(238)	87,600	-	(2,891)	60.31

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							Budget Target 83%
55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	219,660	-	(85,340)	18,244	24,255	72.02
TOTAL REVENUES	305,000	219,660	-	(85,340)	18,244	24,255	72.02
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	228,907	178,726	-	50,181	20,109	24,844	78.08
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	16,214	10,789	(12)	5,437	49	71	66.47
SUPPLIES	30,879	11,662	7,249	11,968	571	4,238	61.24
CAPITAL OUTLAY	16,000	2,500	13,100	400	-	(13,500)	97.50
MISCELLANEOUS	13,000	12,092	-	908	-	11,992	93.02
STORM WATER	305,000	215,769	20,337	68,894	20,729	27,645	77.41
TOTAL EXPENDITURES	305,000	215,769	20,337	68,894	20,729	27,645	77.41
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	3,891	(20,337)	(16,446)	-	(3,390)	-

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Budget Target 83%

36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,146,179	2,181,678	-	35,499	32,958	22,707	101.65
OTHER REVENUE	24	9,987	-	9,963	8	8	41,612.25
TOTAL REVENUES	2,146,203	2,191,665	-	45,462	32,966	22,715	102.12
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	1,937,224	1,604,323	-	332,901	-	-	82.82
MISCELLANEOUS	-	7,188	-	(7,188)	-	-	-
ORGANIZATIONAL EXPENSE	1,937,224	1,611,511	-	325,713	-	-	83.19
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	1,937,224	1,611,511	-	325,713	-	-	83.19
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	208,979	580,154	-	371,175	32,966	22,715	277.61
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	208,979	580,154	-	371,175	-	22,715	277.61
	=====	=====	=====	=====	=====	=====	=====

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Budget Target 83%

41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	1,623	-	1,623	38	38	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	1,623	-	1,623	38	38	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	4,700,000	248,688	-	4,451,312	-	85,907	5.29
CITY MANAGER	4,700,000	248,688	-	4,451,312	-	85,907	5.29
PARK AND RECREATION	-	-	-	-	-	-	
CAPITAL OUTLAY	139,930	119,936.28	-	19,994	-	-	85.71
PARK	139,930	119,936.28	-	19,994	-	-	85.71
TOTAL EXPENDITURES	4,839,930	368,624	-	4,471,306	-	85,907	7.62
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(4,839,930)	(367,001)	-	4,472,929	-	(85,869)	7.58

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							Budget Target 83%
42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	1,240	-	1,240	186	173	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	1,240	-	1,240	186	173	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	325,750	71,750	254,000	-	-	-	100.00
COST OF ISSUANCE	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	325,750	71,750	254,000	-	-	-	100.00
TOTAL EXPENDITURES	325,750	71,750	254,000	-	-	-	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(325,750)	(70,511)	(254,000)	1,240	-	173	99.62

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

							Budget Target 83%
43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	315	-	315	47	44	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	315	-	315	47	44	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	130,000	8,383	126,000	(4,383)	-	-	103.37
COST OF ISSUANCE	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	130,000	8,383	126,000	(4,383)	-	-	103.37
TOTAL EXPENDITURES	130,000	8,383	126,000	(4,383)	-	-	103.37
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(130,000)	(8,068)	(126,000)	(4,068)	47	44	103.13

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

Budget Target 83%

44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	109	-	109	2	3	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	109	-	109	2	3	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	-	-	-	-	-	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	109	-	109	2	3	-

City of San Juan, Texas
Budget Expenditures
July 31, 2021

Budget Target 83% % RECEIV. EXPENDED
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45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
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Budget Target 83%

46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	392	-	392	(5)	(8)	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	392	-	392	(5)	(8)	-
=====							
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	740,871	639,068	101,803	0	25,375	-	100.00
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	740,871	639,068	101,803	0	25,375	-	100.00
TOTAL EXPENDITURES	740,871	639,068	101,803	0	25,375	-	100.00
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(740,871)	(638,676)	(101,803)	392	-	(8)	99.95

City of San Juan, Texas
Budget Expenditures Report
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47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	45	-	45	8	8	-
TOTAL REVENUES	-	45	-	45	8	8	-
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	45	-	45	8	8	-

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

Budget Target 83% % RECEIV. EXPENDED
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48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	
REVENUE SUMMARY							
Other Revenue	-	361	-	361	8	8	-
TOTAL REVENUES	-	361	-	361	8	8	-
EXPENDITURE SUMMARY							
DEBT SERVICE							
STREETS							
CAPITAL OUTLAY	743,893	752,141	-	(8,248)	-	-	101.11
STREETS	743,893	752,141	-	(8,248)	-	-	101.11
NEW CITY HALL							
PROF/TECH SRVS	-	33,967	23,279	(57,246)	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	1,000,000	-	-	1,000,000	-	-	-
NEW CITY HALL	1,000,000	33,967	23,279	942,754	-	-	5.72
TOTAL EXPENDITURES	1,743,893	786,108	23,279	934,505	-	-	46.41
REVENUES OVER/(UNDER) EXPENDITURES	(1,743,893)	(785,747)	(23,279)	934,867	8	8	46.39

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

							Budget Target 83%
49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	23	-	23	4	4	-
TOTAL REVENUES	-	23	-	23	4	4	-
=====							
EXPENDITURE SUMMARY							
PLANNING & ZONING							
CAPITAL OUTLAY	49,622	49,622	-	-	-	-	100.00
PLANNING & ZONING	49,622	49,622	-	-	-	-	100.00
FIRE							
CAPITAL OUTLAY	48,365	64,365	-	(16,000)	-	-	133.08
FIRE	48,365	64,365	-	(16,000)	-	-	133.08
STREETS, ALLEY, OTHER							
CAPITAL OUTLAY	176,058	176,058	-	-	-	-	100.00
STREETS, ALLEY, OTHER	176,058	176,058	-	-	-	-	100.00
PARKS - RECREATION							
CAPITAL OUTLAY	49,622	49,622	-	-	-	-	100.00
PARKS - RECREATION	49,622	49,622	-	-	-	-	100.00
INFORMATION TECHNOLOGY							
CAPITAL OUTLAY	24,645	24,645	-	-	-	-	100.00
INFORMATION TECHNOLOGY	24,645	24,645	-	-	-	-	100.00
STORMWATER							
CAPITAL OUTLAY	385,500	385,500	-	-	-	-	100.00
STORMWATER	385,500	385,500	-	-	-	-	100.00
ANIMAL CONTROL							
CAPITAL OUTLAY	49,622	49,622	-	-	-	-	100.00
ANIMAL CONTROL	49,622	49,622	-	-	-	-	100.00
UTILITY BILLING & COLLECTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
UTILITY BILLING & COLLECTION	-	-	-	-	-	-	-
UTILITY ADMINISTRATION							
CAPITAL OUTLAY	508,595	436,012	72,982	(400)	-	-	100.08
UTILITY ADMINISTRATION	508,595	436,012	72,982	(400)	-	-	100.08

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

Budget Target 83% % RECEIV.

49 - 2020 BOND WATER PLANT	BUDGET	YEAR-TO-DATE	BALANCE				
CAPITAL OUTLAY		-	-	-	-	-	-
WATER PLANT	-	-	-	-	-	-	-
WATER DISTRIBUTION							
CAPITAL OUTLAY	33,040	-	33,040	-	-	-	100.00
WATER DISTRIBUTION	33,040	-	33,040	-	-	-	100.00
SEWER COLLECTION							
CAPITAL OUTLAY	90,911	-	90,911	-	-	-	100.00
SEWER COLLECTION	90,911	-	90,911	-	-	-	100.00
SEWER PLANT							
CAPITAL OUTLAY		-	-	-	-	-	-
SEWER PLANT	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,415,982	1,235,448	196,934	(16,400)	-	-	100.00
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(1,415,982)	(1,235,425)	(196,934)	(16,377)	-	4	100.00

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

Budget Target 83%

52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS	36,879	28,659	-	8,219.75	-	-	77.71
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	36,879	28,659	-	8,220	-	-	77.71
TOTAL EXPENDITURES	36,879	28,659	-	8,220	-	-	77.71
REVENUES OVER/(UNDER) EXPENDITURES	36,879	28,659	-	8,220	-	-	77.71

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	72	-	72	2	2	-
TOTAL REVENUES	-	72	-	72	2	2	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	72	-	72	-	2	-

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

							Budget Target 83%
24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,029,000	962,976	-	(66,024)	115,198	106,653	93.58
OTHER REVENUE	-	2,352	-	2,352	68	70	-
OTHR FINANCING SOURCES/U	(105,235)	(87,332)	-	17,903	(8,852)	(8,852)	82.99
TOTAL REVENUES	923,765	877,996	-	(45,769)	106,413	97,871	95.05
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	213,980	181,249	-	32,731	16,861	22,876	84.70
PURCHASED PROF/TECH SRVS	136,500	166,490	-	(29,990)	12,846	11,609	121.97
PUR PROP SRVS & OTH SRVS	76,058	49,267	-	26,791	7,105	2,520	64.78
SUPPLIES	11,200	10,822	-	378	1,784	679	96.63
CAPITAL OUTLAY	7,500	3,791	-	3,709	84	52	50.55
DEBT SERVICE	220,298	179,158	-	41,140	-	-	81.33
MISCELLANEOUS	258,229	166,486	-	91,743	15,653	8,631	64.47
SAN JUAN ECONOMIC DEV	923,765	757,263	-	166,502	54,333	46,367	81.98
OTHER PROJECTS							
MISCELLANEOUS	-	65	-	(65)	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	65	-	(65)	-	-	-
TOTAL EXPENDITURES	923,765	757,328	-	166,437	54,333	46,367	81.98
REVENUES OVER/(UNDER) EXPENDITURES	-	120,668	-	120,668	-	51,503	-

City of San Juan, Texas
Budget Expenditures Report
July 31, 2021

29 -SAN JUAN ECONIMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jun-21	Jul-21	Budget Target 83% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		(32)	-	(32)	(4)	(2)	-
OTHR FINANCING SOURCES/U	105,237	87,332	-	(17,905)	8,852	8,852	82.99
TOTAL REVENUES	105,237	87,300	-	(17,937)	8,849	8,851	82.96
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	86,924	86,923	-	1	-	-	100.00
ORGANIZATIONAL EXPENSES	86,924	86,923	-	1	-	-	100.00
TOTAL EXPENDITURES	86,924	86,923	-	1	-	-	100.00
REVENUES OVER/(UNDER) EXPENDITURES	18,313	376	-	(17,937)	376	8,851	2.05

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, January 26, 2021

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
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
Tirso Garza, Chief of Fire
Albino Rodriguez, Interim Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Segin, 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 6:00 p.m.

II. INVOCATION

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JANUARY 26, 2021**

- 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, December 4, 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, December 8, 2020. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

No public comments.

DISCUSSION: Benjamin Arjona, City Manager greeted the Mayor, Commissioners, staff and community and stated he would be changing the order and would like to start with Ordinances under B & C to which Mayor Mario Garza agreed..

V. PRESENTATIONS

- A. Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.

Mr. Arjona stated all Directors were present should the City Commission have any questions. Commissioner Ramirez asked for the status on the COVID reimbursement money to which Mr. Arjona responded he had checked with the county and they have not released any of that information he had checked with Martin from Hollis and Rutledge and they were going to check the status a couple of days ago. Mr. Arjona added as soon he would hear something from the county he would place it on the agenda for an update. Mr. Arjona stated there would be an amnesty program taking place February the 1st to April 30th and it would be blasted on social media. Commissioner Villegas asked if the advance could be reached out to because a lot of people look for those particular programs to which Mr. Arjona responded they would do that.

VI. PUBLIC HEARINGS

- A. Hold a Public Hearing to Solicit Input from Interested Parties on the City of San Juan Needs under the Urban County Program Fiscal Year 34 (2021).

DISCUSSION: Mr. Roberto Escobar stated each year the City received allocated funding from Urban County the public hearing was for 2021 fiscal year 34, this year the city would be receiving \$301,060.00. Mr. Escobar further stated applications were submitted from Nuestra Clinica Del Valle for \$25,000, Capable Kids for \$10,000, which is a new organization, Amigos Del Valle for \$10,000 and CASA is asking for \$2,000. Mr. Escobar added the funding was also used for street improvements they were looking at Alfredo Street, Jaime Street, Standard Street and West 12th Street which had a cost estimate of \$310,956.00, but if West 12th Street was taken out the amount would be \$260,000.00. Mr. Escobar further stated the preliminary work plan was due Friday January 29, 2021 but had to be submitted by February 17th 2021.

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JANUARY 26, 2021**

Mayor Pro Tem Leonardo “Lenny” Sanchez opened the Public Hearing at 6:25 p.m.

Mr. Robert Escobar stated two letters were included on the packet and the other two were received today. Commissioner Jesus “Jesse” Ramirez asked the cost mentioned for the street improvements was \$310,060.00 to which Mr. Escobar responded yes. Commissioner Ramirez asked if the amount allocated to the city is \$301,060.00 then it won’t be enough to cover the street improvements especially if the community aid was included to which Mr. Escobar responded yes. Mr. Escobar stated in occasions we only give them half of what they requested.

Mayor Pro Tem Leonardo “Lenny” Sanchez closed the Public Hearing at 6:26 p.m.

- B. Hold a Public Hearing for a Conditional Use Permit to allow a Social Event Center “Eventos Valadez” at 909 W. FM 495 Suites 12-13, legally described as Lot 2, McBride Subdivision, as Requested by Lilian Moreno.

DISCUSSION: Mr. Escobar stated the request was for an existing event center with a new owner located on Veterans and 495. Mr. Escobar further stated the owner would have to go through the process as required by the zoning ordinance to apply for conditional use permit.

Mayor Pro Tem Leonardo “Lenny” Sanchez opened the Public Hearing at 6:27 p.m.

Mr. Escobar stated no comments were received and the Planning and Zoning Commission approved it, they just made sure there was enough parking.

Mayor Pro Tem Leonardo “Lenny” Sanchez closed the Public Hearing at 6:28 p.m.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (4-0).

- C. Hold a Public Hearing for a Conditional Use Permit to allow a Social Event Center “My Baby Shower Party Place” at 1201 N. Raul Longoria Road Suite “N”, legally described as Aguilera Medical Complex, as Requested by Mirna G. Garcia.

DISCUSSION: Mr. Escobar stated it was a conditional use permit for an event center located on Raul Longoria and Aimee Drive it was an existing plaza. Mr. Escobar further stated they were relocating from where la Curva plaza is located to a larger location and they were going through the process as required by the zoning ordinance. Mr. Escobar added there was no opposition and the Planning and Zoning Commission approved the item.

Mayor Pro Tem Leonardo “Lenny” Sanchez opened the Public Hearing at 6:29 p.m.

Mayor Pro Tem Leonardo “Lenny” Sanchez closed the Public Hearing at 6:29 p.m.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (4-0).

VII. ORDINANCES

- A. Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation of the 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, Hidalgo County, Texas located approximately three quarter of a mile East of Raul Longoria, along the North side of Nolana Avenue, as requested by Juan Maldonado.

DISCUSSION: Mr. Robert Escobar stated this was for a voluntary annexation that had been going through the process for the last couple of months located on Cesar Chavez and Nolana on the North Side. Mr. Escobar further stated the property owner wanted to do a development and there were two public hearings on November 24th and January 12th and now two first readings are required. Mr. Escobar stated once the property was annexed to the City and the property owner signed the service plan letters would get sent out to the appraisal, county elections, TX DOT and all the entities to let them know it is city property.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (4-0).

- B. Consider an Ordinance Amending Chapter 3 Building Regulations, Article 3.05 Signs, by Amending Section 3.05.014 to Conform with State and Federal Regulation and by Adding Section 3.05.017 to Prohibit Signs on Public Property; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining other Provisions Related to the Subject Matter Hereof.

DISCUSSION: Benjamin Arjona, City Manager stated Commissioners the ordinance was included on the packet on page 77. Mr. Arjona further stated the City Attorney made recommendations based on what was seen on the last election. Mayor Mario Garza asked as far as building regulations can you describe it briefly to which Mr. Arjona responded if you turn to page 78 amends chapter 3 building regulations article 3 signs 3.05.014 if you look at #2 the underlying provisions are depicted below on number 2 political signs may be placed erected and maintained on a private real property within the city with consent of the property owner, the sign does not have an effective area greater than 36 feet, the sign is not more than 8 feet high and is not illuminated with no moving elements. Mr. Arjona further stated political signs that met the requirements under paragraph 1 of this section should not be placed, erected or maintained within a right of way, an easement or other encumbrance dedicated to the city for use of the property for a public purpose, all political signs that do not meet the requirements referencing the section under paragraph one must be located in a C-2 which is a commercial district or less restrictive zoning district, must conform to the city signs regulations under the article and applicable signs in those districts. Mr. Arjona added the signs that prohibit on public property should be unlawful for any person to place or cause to be placed on public property, any sign not expressly authorized by the public entity controlling said property and no political signs or political issued signs shall be placed on public property owned and/or controlled by the city except as follows: one of the recommendations was on polling place no more than 25 stand alone or state political candidates or political issued signs of no more than 3 square feet each and one four foot high by eight foot width may be placed or erected on the are designated for the placement of signs. Mr. Arjona continued such signs on public property near the entrance polling places designated for voting in the election for which the signs are placed provided that such signs are not placed or erected on driveways, parking areas and medians within a parking area or driveways on the premise of a

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polling place. Mr. Arjona added the provision does not apply to signs that are lawfully attached to vehicles that are lawfully parked at the premises of a polling place.

Mr. Arjona stated via the allowable signs under paragraph A shown above, signs should not be placed or erected more than 24 inches above the ground, b & c the signs placed pursuant to this section shall not be placed or erected before the day before such voting is to occur and should be removed no later than the second day after the voting on such election or referendum occurs. Mr. Arjona added under letter D, the signs placed pursuant to the subsection should not be placed in the right of ways or easements dedicated for public use and must otherwise comply with the applicable state and federal laws. Mayor Mario Garza asked if that was for letter B and C to which Mr. Arjona responded it was only for letter B. Mayor Mario Garza asked the whole purpose of bringing up to the Commission was because of the last election where numerous complaints were received regarding the 8X16 trailers on the streets am I correct to which Mr. Arjona responded yes. Mayor Garza stated I am sure some us got complaints from the citizens saying it was uncalled for and it looked like a circus. Mayor Garza further stated as a City we want to encourage people to come out and vote and we don't want them to feel intimidated. Mayor Garza stated there were some areas where the trailers where parked and it was becoming a safety issue to which Mr. Arjona added as a matter of fact one of our staff members almost got in a car accident. Mayor Garza stated I wanted to touch base and bring the ordinance up to the Commission because the citizens needed to be heard and in his opinion he liked the ordinance, it was something that needed to be done.

Mr. Arjona, City Manager stated the ordinance was only limiting the amount of signs being placed on the polling places since there was one to many at the last election. Mr. Arjona added it discourage people from going out and voting, it will also make a cleaner and more appealing place to come out and vote. Mayor Mario Garza stated so pretty much each camp would only have a 4X8 and 25 yard signs and it is up to them how they want to spread them out to which Mr. Arjona responded correct. Commissioner Ramirez asked on page 79 on 2b the portion says the sign is not closer than 20 feet from the back of the curve if located on a corner lot was redacted so now there's no limitations to which Ricardo Palacios, City Attorney responded there was limitations the language of the statute was tracked and it does not mandate the location at all which is why the ordinance was corrected because it had more restrictions than the law calls for. Mr. Palacios added now you can place it on your property as long as you are not on the right of ways. Commissioner Ramirez stated the City of Pharr had it that way on the last election they had the guys measuring to which Mr. Palacios added his and Criselda Palacios recommendation was to track the language of the local government code which just states you can regulate moving parts, you can regulate illuminations and you can regulate the number of squared feet, 36 feet is tracked on the election coded statute on section 259.003 subsection d. Mr. Palacios further stated it makes it simpler since the ordinance could be challenged because of regulations being placed on private property by saying it is unconstitutional. Commissioner Ramirez asked on number four regarding the removal of the signs there was a clause to guide the candidates signs had to be removed seven days after the Election Day, so there's no limit to which Mr. Palacios responded there was a removal provision within the statute under the local government code on 259.002 it states on or after the 90th day before the date of the election to which the sign relates and on the removal it has the 10th day after the election date. Mr. Palacios added our ordinance before was giving us too much power by having the signs longer so it was removed to track the state law versus coming up with laws. Commissioner Ramirez asked the portion you just read is not included on the package to which Mr. Palacios responded no, because it already exists so there was no sense in restating the ordinance so we removed it so we refer to the state law. Mayor Pro

Tem Sanchez stated if it is not applicable on the ordinance we could just go back and follow the local government code to which Mr. Palacios responded that was correct. Commissioner Ramirez stated he understood that but wanted to make sure that it is addressed because he would hate to approve something like that and it is not addressed on the official document to which Mr. Palacios added the language could be tracked with the state code the problem is sometimes those codes change, the state code could change and then we have an ordinance that is outdated or could remove it completely and refer the state code because there's already a law for it. Mayor Garza stated just remove the language. Mr. Palacios stated the ordinance before probably tracked the language of another election code statute and it change and now we are having to clean it up. Commissioner Ramirez stated going to the next page I know Mayor referenced to 2A the number of signs, it states 25 but it says political candidate but it does not mention slates because in our area we tend to run in slates, so if each one is allowed 25 to which Mr. Palacios responded that was as a great point of which I can further look the language or if there is a motion to accept it with the amendment to try to curtail that we can say 25 similar signs of the same party or the same slate or individual. Commissioner Villegas stated it could be interpreted differently to which Mr. Palacios responded these are my 25, the other persons 25 and the other 25 ending with 75 signs. Mayor pro Tem Sanchez stated as long as it's the same slate regardless of a different color it would be the same amount. Mr. Palacios stated the statute for the proposal is would be 25 standalone for candidate, slate of candidates or state political candidate. Mayor Garza stated that's the reason he had said per camp to which Mr. Palacios responded the ordinance is not written per camp that is what the intent is but we need to be more specific on the ordinance.

Commissioner Marco "Markie" Villegas made motion to approve with the amendment of adding slate as recommended by legal and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).

- C. Consider Ordinance Amending Chapter 8 Offenses and Nuisances by adding Article 8.07 Electioneering on City Owned and Controlled Polling Place; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining other Provisions Related to the Subject Matter Hereof.

DISCUSSION: Benjamin Arjona, City Manager stated the definitions of the electioneering were in the packet and said the purpose of the ordinance is to provide reasonable regulations for electioneering in city owned or controlled public property when such properties are used as an election polling place the regulations herein are to mitigate against any safety concerns, prevent damage to private property and ensure property is sufficiently available for the patrons who use the facilities for activities other than election purposes. Mr. Arjona further stated the section applies to electioneering on the premises of city owned or city controlled property use as a polling place during the voting period it is an offense for any person to engage in electioneering on the driveways, parking areas and medians within parking areas or right of ways or easements on the premises of a polling place. Mr. Arjona added the section should not apply to standalone or state electioneering signs that are lawfully placed or erected pursuant to section 3.05.017 of the city's code of ordinances and election signs lawfully attached to vehicles that are lawfully parked at the premises of a polling place obviously penalties any person, firm or corporation or entity violating this article should be subject to a fine not to exceed \$500 per occurrence. Mayor Garza asked what the purpose of this was to which Mr. Arjona responded there were a lot of issues where people were crossing the 100 foot radius mark for electioneering. Mr. Arjona added one of the issues was people coming into the library that were not patrons and they were talking to the

patrons inside for the purpose of voting. Mr. Arjona added with this ordinance it would ensure that people go into the library for a particular purpose; people parking in the area would be for patrons use only. There would be designated areas for people coming in to vote but we want to alleviate some of the issues that there was at the last election. Mr. Palacios stated he looked at the statute under section 85.036 where it states may enact reasonable regulations concerning the time place and manner of the electioneering. Mr. Palacios further stated I looked into some of the cases and there was a case pending out of federal court in Starr County where they wanted to make reasonable regulations regarding electioneering and the federal judge came back with some of the reasonable stuff: opening up the parking spaces for the daily use of the facility, the number of signs so you don't mess up the landscaping of the city, so I tracked the language the federal judge considered as reasonable regulations regarding electioneering and got some guidance from other cities as well. Mr. Palacios stated it was not something he had changed it was something that was added to the ordinance.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (4-0).

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

- A. Preliminary and Final Plat of the Starlite Subdivision being a 11.02-acre tract of land out of all Lot 1, Leighann Subdivision and 0.60-acre tract of land out of Lot 6, M.L. Woods Tract No. 3 Subdivision, located approximately a quarter of a mile East of Raul Longoria Road, along the North side of Frontage Road, as Requested by Treviño Engineering.

DISCUSSION: Mr. Robert Escobar stated the request was submitted by Texas GNS Investments on behalf of Treviño Engineering, it was for a four-lot commercial plat which was located on the Expressway Corridor District. Mr. Escobar further stated the City Engineer and the City staff reviewed the plat which had a Polaris Indian Motorcycle east of Barret motors. Mr. Escobar added the property owner would be extending an 8-inch water line loop, extend the 8-inch sewer line to that location and dedicated a 15-foot easement and would be having access to lot four through Sergeant Leonel Treviño, the other lots would have access through the expressway. Mr. Escobar stated they would have an onsite drainage retention pond through tenure which has to be approved through the County's Drainage District. Mr. Escobar added the Polaris is going to be good for the city and the Planning and Zoning Commission approved the plat.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (4-0).

- B. Discussion and Possible Action to Start the City of San Juan Municipal Court Amnesty Program on February 2021.

DISCUSSION: Benjamin Arjona, City Manager stated it was discussed under reports but was being presented for approval.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (4-0).

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IX. CONSENT AGENDA:

- A. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Sunny Super Mart” located at 102 S. Nebraska Avenue, legally describes as Lots 7-8, Block 4, San Juan Original Townsite, located at the Southwest Corner of Nebraska and 1st Street as requested by Sunny G. Enterprises.
- B. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “Tio Jerry Neighborhood Market” located at 205 W. Nolana Avenue Suites 5-6, legally described as Lot 1, San Juan Plaza Subdivision, as Requested Gerardo Chapa, Jr. dba Galopez Investments, LLC.
- C. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at “H & H Food Mart” located at 914 W. Sam Houston Boulevard, legally described as Lot 1, Clark Mellenbruch’s Subdivision, located at Southeast corner of Sam Houston an Veteran’s Boulevard, as Requested by Valley United, Inc.
- D. Tax Collection Report – December 2020
- E. Budget Expenditures Report – December 2020
- F. Meeting Minutes
 - October 7, 2020
 - October 27, 2020
 - November 10, 2020

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (4-0).

X. 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 Pending Litigation Concerning Cause No. C-2414-20-A, Hall-Mark Fire Apparatus- Texas, LLC v. City of San Juan, Texas in the 92nd District Court, Hidalgo County, Texas.

Commissioner Jesus “Jesse” Ramirez made motion to enter executive session at 6:34 p.m. and was seconded by Commissioner Marco “Markie” Villegas. Motion passed (4-0).

XI. RECONVENE

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- A. The City Commission will Reconvene in Open Session to Take Necessary Action f 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.

Commissioner Jesus “Jesse” Ramirez made motion to reconvene at 7:10 p.m. and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (4-0).

Mr. Ricardo Palacios stated at the time he was recommending to have City Manager and City Attorney with regards to item A1 to proceed as directed in executive session.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (4-0).

XII. ADJOURNMENT

Commissioner Jesus “Jesse” Ramirez made motion to adjourn at 7:10 p.m. and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (4-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, February 09, 2021

TIME: 6:00 p.m.

PLACE: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
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
Tirso Garza, Chief of Fire
Ruben Morin, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Sesein, 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 MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION:**
Benjamin Arjona, City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS:**

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- 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, February 5, 2021 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, February 9, 2021. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

V. PRESENTATIONS:

- A. Presentation for It's Time Texas Community Challenge for all Texan's to Make Healthy Life Style Choices that Improve Physical, Mental and Emotional Well Being.

DISCUSSION: Mrs. Diana Cavazos, City Secretary greeted Mayor and Commissioner and stated after an unprecedented year we are hitting restart as the coronavirus continues to impact our communities and staying healthy is more important than ever, commit by joining our community in the 2021 Its Time Texas Community Challenge. Mrs. Cavazos further stated Mr. Joel Cavazos, Public Relations Specialist with PSJA was present to give a brief presentation on the challenge.

Mr. Joel Cavazos greeted the Mayor and Commissioners and stated ITT Challenge like Ms. Cavazos mentioned was promoting good health as well as mental wellbeing. Mr. Cavazos further stated PSJA ISD went into this challenge to promote initiatives for the past three or four years but didn't do so well until last year the district won first place and this year, they are in first place again beating Pasadena. Mr. Cavazos further stated Mayor's, residents and neighboring cities are joining and logging their points through the application from taking vitamins, doing yoga to eating healthy especially now that it's been promoted through the pandemic. Mr. Cavazos added on the Superbowl on Sunday they were attributing Tom Brady's longevity to good health and he will continue playing.

Mr. Joel Cavazos stated his grandfather who was 92 years old still gardened and was building a house alongside his grandmother who was still cooking home cooked meals, attributed their health and wellbeing to eating right and being productive. Mr. Cavazos added he had been recognized at his school by Mr. Mario Bracamontez as teacher of the year to which Mayor Mario Garza responded congratulations. Mr. Cavazos added he would be happier with the cherry on top if the Commission signed the pledge dedicating themselves to the challenge and he would encourage all men and women in the building to sign up. Mr. Cavazos stated he had been living in San Juan for 13 years and cares about his city, cares about PSJA and he knew the Commission cared about it too. Mr. Cavazos added he challenged the Commission to commit themselves to the pledge and have the Mayor do a nice video; it does not have to be a tick tock. Mr. Cavazos thanked the City Commission for their time and the City Commission thanked Mr. Cavazos for the presentation.

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B. Presentation on Emergency Management Update for 2020, Upcoming 2021 Hurricane Season and Covid-19 Vaccine Community Clinic.

DISCUSSION: Mr. Tirso Garza, Fire Chief stated he would give a brief update on the upcoming hurricane season as much as we do not want to remember Hurricane Hannah's landfall some numbers were compiled and submitted to the county on the daily DSO summaries. Chief Garza further stated there had been a sand bag distribution on the 23rd of July where 2,000 sandbags were passed out and on Friday 1,000, therefore there was a total of 3,000 sandbags distributed. Chief Garza added that as far as Public Assistance submitted to the county for debris clearance was a total of \$38,017.18, emergency proactive measures for preparation for the landfall was \$23,566.99, damages on buildings and equipment \$22,529.62. Chief Garza stated Mr. David Salinas had a massive damage in the public utility system of \$52,550 total and recreational was \$16,176.00. Chief Garza added there might be some additional numbers but those were the ones submitted to the office and the county. Mayor Garza asked who would have the totals of the reimbursement to which Chief Garza responded he knew the threshold was pretty steep and the claims were submitted to TML as well but as far the reimbursement process, it goes through risk management. Chief Garza stated he had met with some adjusters to which Mr. Arjona added some reimbursements had already been received. Mayor Garza stated he would like the reimbursement amounts presented at the next city commission meeting.

Chief Garza stated as for 2020 when the pandemic kicked in, mid-march mask and PPE for the employees were purchased and on July the State was contacted currently there are 10,000 K95 masks for first responders and 10,000 three-ply masks for employees. Chief Garza further stated as for COVID, he had met with Mr. Arjona and a day would be selected to have a clinic in San Juan, the EMS Provider had already been contacted to have a joint clinic or the second option would be the school district. Mayor advised to post the information on social media once everything was confirmed. Mayor Garza stated it would be good to contact the Basilica for the use of their parking lot to which Chief Garza responded it all depended on how many registrations were received the plan would be to stage at the parking lot. Mayor Mario Garza asked if there was a projected date to which Chief Garza responded he would be having a conference call with the county for possible dates. Mayor Garza asked if it was safe to say it would be in three weeks or one month to which Chief Garza responded a month but could be sooner. Chief Garza stated the action plan was no issue it would be a team effort and could be taken on and of course repeated in 30 days. Chief Garza added the wristbands were ready and had been color-coded for different times.

Commissioner Villegas stated the city had to be prepared logistically to which Chief Garza stated it was a matter of setting a date with the provider and securing it. Chief Garza added it was difficult for the Fire Department to register as a provider since the process was difficult and lengthy therefore EMS providers would be the best choice, it would just be a matter of coordinating. Mayor Garza stated please move on it with Mr. Arjona, the community has been asking for the vaccine because of what's going on in the surrounding communities. Mayor Garza further stated I appreciate you and Mr. Arjona coordinating the clinic it is going to be big for the community, let's get it done as soon as possible. Mr. Arjona stated he had reached out to PSJA school district and DHR, Chief Garza reached out to Medcare Ambulance Service and he was sure any of the three entities would be willing to help the community. Mr. Arjona further stated one of the things he had spoken to Mr. Garza was the man power and I believe we have more than enough power that can take on the task whether it is staging or inputting whatever the case may be. Chief Garza stated one of the stipulations he would like to make clear is to dedicate the first

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hour to all city employees who would like to get the vaccine to which Mayor Garza responded he was with him on that and the elderly and those with underlying conditions to follow. Mayor Garza stated he would like for Chief Garza and Mr. Arjona to meet two or three times before initiating the process and to get Chief Morin involved for traffic control to run a smooth operation. Chief Garza stated there would be a mock run a day before to know if it would be efficient, one of the main issues, I've heard on the news is the long wait and even though it would be a drive thru porta potties would be needed. Chief Garza added if the event was planned and properly staged everything would run smoothly. Mayor Garza asked if the elderly could be registered through a system or if they could get vaccinated at their homes to which Chief Garza responded his recommendation was for individuals to go to the clinic and register those that are bedridden or homebound. Chief Garza stated for the 2021 hurricane season would be starting in June and basically have the same plan getting the Sanitation Department to clean up the drainages and the ditches. Chief Garza added as for the pandemic no telling when there will be a green light but let's stay safe as can be, currently we are fully stocked with PPE.

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

DISCUSSION: Benjamin Arjona, City Manager stated all Directors were available should the Commission have any questions regarding the departmental reports. Commissioner Jesus "Jesse" Ramirez asked under the Health Department there was 20 letters sent out and only 8 renewed their business permit what happened to the other 12 to which Mr. Escobar, Planning Director responded it would all depend where they were at for the month since the letters are sent one month in advance. Mr. Escobar added they ended up coming in and usually sitting down with the Health Inspector or a Code Enforcement Officer gets sent out. Commissioner Ramirez asked if the baseball fields were getting rented to which Mr. Patrick Willingham, Director of Parks and Recreation responded for practices yes. Commissioner Ramirez stated two individuals have been told they are not being rented out because of the pandemic to which Mr. Willingham responded maybe they were trying to rent it for a tournament. Commissioner Ramirez stated it was for practice to which Mr. Willingham said they were actually getting booked often for practice. Commissioner Ernesto Guajardo asked if the field was getting rented on Saturday and Sunday also to which Mr. Willingham responded yes but only for practice, no games.

Commissioner Guajardo asked if the area on the other side of the fields was being used because he saw a coach with bunch of kids to which Mr. Willingham responded yes, the area is open. Commissioner Ramirez stated I know you were meeting with other Directors regarding pony baseball what was the outcome to which Mr. Willingham responded they did not have anything concrete; they were trying to poll the valley cities as far as who would be interested in hosting but they haven't received a definite response. Mr. Willingham stated I know City of McAllen started opening up their parks for tournament play and they have been hosting some softball and baseball tournaments so every city is on a different schedule. Mr. Willingham stated he had taken it to the Parks board but they are hesitant to start but are looking into doing something for the kids to keep them active locally by May. Commissioner Guajardo asked if we were still helping the high schools to which Mr. Willingham responded several schools had been contacted of which six committed to have a sub-varsity team on the weekends controlled by the city and fans would not be allowed to follow all guidelines. Commissioner Marco Villegas stated he understood everyone is trying to play it safe but if there are other traveling teams and we have a nice facility why not rented out and start generating, when do you foresee, we can start generating some

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monies to which Mr. Willingham responded the plan was to start with the league and run it for six weeks so it can be used as a measuring tool and if it all goes well then make the recommendation to open it up to tournament play. Mayor Garza stated in reference to the high school leagues you may also want to consider the girls softball as well to which Mr. Willingham responded yes.

VI. PUBLIC HEARINGS

- A.** Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Micheladas y Mariscos El Primo” located at 1209 E. FM 495, legally described as Lot 30, Morning wood Subdivision, located at the Northwest corner of FM 495 and Cesar Chavez Road, as Requested by Georgina Garza de Luna.

DISCUSSION: Mr. Roberto Escobar, Director of Planning and Zoning stated the item was for a conditional use permit for the restaurant to have on premise sale of alcohol and late hours request. Mr. Escobar further stated the applicant needed to comply with the TABC requirements, occupational license, fire inspection and health permit. Mr. Escobar added the Planning and Zoning Commission did approve the item.

Mayor Garza opened the Public Hearing at 6:31 p.m.

Mayor Garza closed the Public Hearing at 6:31 p.m.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

- B.** Hold a Public Hearing for a Conditional Use Permit to allow a Portable Food Concession Stand at 2023 N. Veterans Boulevard, legally described as the West 410.72 feet of the North 530.40 feet of Lot 10, Block 5, John Closner Subdivision, located at the Southeast corner of Sioux Road and Veteran’s Boulevard, as Requested by Leticia and Juan Rodriguez.

DISCUSSION: Mr. Roberto Escobar, Director of Planning and Zoning stated the request was for a conditional use permit for a portable food concession stand on the corner of Sioux and Veterans Boulevard submitted by Leticia Rodriguez. Mr. Escobar further stated the advertisement had been sent out as well as letters to the residents within a two-hundred-foot radius. Mr. Escobar added food concession stands had been allowed in the past as long as they have their occupational license, fire inspection and the health permit. Mr. Escobar stated the Planning and Zoning Commission did approve the item.

Mayor Garza opened the Public Hearing at 6:32 p.m.

Commissioner Guajardo asked if it was located on the corner of Sioux and Veterans to which Mr. Escobar responded yes. Commissioner Guajardo asked if restrooms were required to which Mr. Escobar responded yes, there would be portables. Commissioner Ramirez stated there were no minutes provided for the meeting regarding the item but the vote was 5-1, what was the reason to which Mr. Escobar responded the issue was the pavement and the individual was concern with mud in the area.

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Mr. Escobar added a lot of these trucks don't sale when it's raining and since they are renting it wouldn't be fair to make them pave. Mayor Garza asked if there was gravel in the area to which Mr. Escobar responded I believe there is.

Mayor Garza closed the Public Hearing at 6:34 p.m.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded Mayor Pro Tem Leonardo "Lenny" Sanchez. Opposed by Commissioner Jesus "Jesse" Ramirez. Motion Passed (4-1).

- C. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Wacky Snacks" at 4101 N. Veterans Boulevard, legally described as the West 132.37 feet of the North 120 feet of Lot 5, Block 5, John Closner Subdivision, located at the Northwest corner of 41st Street and Veterans Boulevard, as Requested by Merced Leal.

DISCUSSION: Mr. Roberto Escobar, Director of Planning and Zoning stated the item was for an existing business applying for on-premise consumption of alcohol to be able to open alcohol containers and place them on mixed drinks such as micheladas. Mr. Escobar further stated it was not to drink at the location just a requirement to be able to open alcohol through TABC.

Mayor Garza opened the Public Hearing at 6:35 p.m.

Commissioner Guajardo asked if it was a drive-thru to which Mr. Escobar responded yes.

Mayor Garza closed the Public Hearing at 6:35 p.m.

Commissioner Ernesto "Neto" Guajardo made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

- D. Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Meadows on Ridge being 5.42 acre tract of land out of Lot 12, Block 31, Alamo Land and Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at the Southwest corner of Ridge and Cesar Chavez Road, as Requested by Esponjas Development, LTD.

DISCUSSION: Mr. Roberto Escobar stated the property was located on Cesar Chavez and Ridge Road there was 5.42 acres located outside city limits and 27 acres inside city limits for residential development. Mr. Escobar further stated they were requesting a voluntary annexation of which the city requires two public hearings, one today and the second one scheduled for March 9th. Mr. Escobar added two public hearings of the ordinance were needed as well as a service plan of the property, water, sewer, trash, and brush. Mr. Escobar further stated letters would get sent out to the corresponding agencies if approved: the appraisal district, the county elections department, Texas Gas, North Alamo Water Supply as well as the school district.

Mayor Garza opened the Public Hearing at 6:36 p.m.

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Mr. Alfonso Quintanilla, project engineer with Quintanilla Headley and Associates from Edinburg, representing Mr. Cantu stated the property when submitted to the planning department the staff notified 5.42 acres were outside the city limits and when I explained to Mr. Cantu, he immediately agreed the right thing to do was to annex the so the entire subdivision is inside the city limits.

Mayor Garza closed the Public Hearing at 6:38 p.m.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).

- E. Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being 23.70-acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company’s Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by OC Development, LTD.

DISCUSSION: Mr. Roberto Escobar stated the subdivision was located on Cesar Chavez and Hall Acres a voluntary annexation petition for Valley Ranch Phase I. Mr. Escobar further stated the item required two public hearings, the second hearing was scheduled for March 9th as well as two readings of the ordinance, a signed service plan from the property owner. Mr. Escobar added if annexation was approved letters would be sent out to the following agencies: the appraisal district, the County Elections Department, TX DOT, Texas Gas Service, North Alamo Water Supply and the school district.

Mayor Garza opened the Public Hearing at 6:39 p.m.

Mr. Alfonso Quintanilla, Project Engineer with Quintanilla, Headley and Associates Engineers from Edinburg representing Mr. Cantu on said property stated the item was approved several months ago and it is near completion. Mr. Quintanilla further stated from the get go he was aware the property was outside the city limits but they were making an effort to bring it into the city. Mr. Quintanilla added the item was part of the process since the drainage district agreed to annex a portion of the property so that it is adjacent to the city limits, luckily everybody cooperated so he was bringing the subdivision to San Juan city limits.

Mayor Garza closed the Public Hearing at 6:40 p.m.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).

- F. Hold a Public Hearing for the Voluntary Annexation Petition of the Drainage Canal being 5.68 acre tract of land out of Lot 4, 5 and 6, Block 27, Alamo Land and Sugar Company’s Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.

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DISCUSSION: Mr. Roberto Escobar stated the item was for a voluntary annexation of the drainage canal which was located East of the Valley Ranch Subdivision, which would be the drainage to that subdivision. Mr. Escobar further stated the requirements were two public hearings of which the second hearing is scheduled for March 9th, two readings of the ordinance as well as a service plan signed by the property owner once approve the corresponding letters would be sent out to the agencies. Mr. Escobar added the item was not going to have a home built on the property it was just for the drainage.

Mayor Garza opened the Public Hearing at 6:41 p.m.

Mayor Pro Tem Leonardo Sanchez asked if it was just for the drainage, who would service the ditch to which Mr. Escobar responded the Hidalgo County Irrigation District. Mayor Pro Tem Sanchez asked if after the annexation the city would be responsible for the drainage to which Mr. Escobar responded yes. Mr. Escobar stated if allowed it can be used as a bike trail or running trail.

Mayor Garza closed the Public Hearing at 6:42 p.m.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

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

- A.** Preliminary and Final Plat Approval of the R.G. Complex Subdivision being a 0.895-acre tract of land out of Lot 9, Block 39, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Pablo Soto Jr.

DISCUSSION: Mr. Robert Escobar, Planning Director stated this was for a preliminary and final plat approval for a subdivision located on 495 and Hooper Avenue, New Carlife Oil change was East of the new business currently zoned neighborhood commercial district. Mr. Escobar further stated the city engineer and city staff reviewed the request Mr. Soto is planning to extend an 8-inch waterline, a six-inch sewer line, site retention as well as drainage to the TXDOT system. Mr. Escobar added they would be building apartments and were asking for one variance of a 10 foot easement instead of the 15 foot required because there wasn't enough room. Mayor Mario Garza asked if 10 feet was enough room to which Mr. Escobar responded it was more than enough.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).

- B.** Preliminary and Final Plat Approval of the Valley Ranch Subdivision No. 2 being a 18.32-acre tract of land out of Lot 5, Block 27, Alamo Land and Sugar Company's Subdivision, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Mr. Roberto Escobar stated Valley Ranch Subdivision II preliminary and final plat approval was for a 69 residential lot which had been reviewed by the City Engineer and City staff. Mr. Escobar further stated they were planning on extending a 10-inch water line, an 8-inch sewer line and the 15-

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foot utility easement had been dedicated to that. Mr. Escobar added there would be draining to the drainage ditch on the Westside of the subdivision. Mr. Escobar stated the following variances were being requested: to pay half of the park fees and whoever applies for the building permit to pay the other half, handicap ramps, waterline loop which is a requirement by Military Highway and for a secondary exit. Mr. Escobar further stated the Planning and Zoning Commission had approved the waterline loop and the secondary exit; however they had denied the handicap ramp and the park fees.

Mayor Mario Garza asked the money just wouldn't be paid upfront to which Mr. Eddie Cantu responded exactly. Mayor Garza stated it was something he personally didn't have any issues with, the City Commission was there to work with any developer with anybody. Commissioner Villegas asked if it was common with the contractors to which Mr. Cantu responded they were used to it. Commissioner Villegas asked if the contractors knew the process to which Mr. Cantu responded absolutely. Mayor Garza stated no matter what the fees would still be collected to which Mr. Cantu added it would be the same benefit to the city. Mayor Garza stated he understood the park fees were a standard and had to be paid up front to which Mr. Escobar responded yes the developers had to pay upfront. Mayor Garza stated to have a development like the one Mr. Cantu is proposing and the ones he has developed in the past, I don't see a problem with him paying half to which Mr. Escobar responded the only issue was for the city to collect the other half since he was unsure it could be enforced. Mayor Pro Tem Sanchez asked if the City had ever done it in the past to which Mr. Escobar responded not that he is aware of. Commissioner Villegas asked if he foresaw a problem to which Mr. Escobar responded he did not believe the ordinance had the park fee and it could be questioned when asked to pay when applying for a building permit.

Mr. Eddie Cantu stated he would be giving a brief history on the last 15 years of park fees: park fees were created by a neighboring city and they used to be \$350 and it was great because it was for the parks but when building four-plex subdivisions it each lot was worth 4 times the park fee. Mr. Cantu further added so about ten years ago we started doing 50% of the park fees with four-plex subdivisions which used to be a big burden to developers and helped by splitting it with the contractor, because it is contractor driven. Mr. Cantu stated the contractors were usually the ones applying for the permit and it had been successful in McAllen, Pharr and Edinburg. Mr. Cantu further stated not very many four-plex subdivisions have been built in the city, this is the second one therefore I asked my engineer to ask for courteous variance to all the subdivisions being built currently in San Juan since most contractors already know the process and understand it. Mr. Cantu added he himself had built four-plex in McAllen and Sharyland and when paying for the building permits paid park fees as well, it would be a way to split the burden of the park fees while the City of San Juan received the same benefits. Commissioner Guajardo asked if he were to purchase a lot would the city charge him for park fees to which Mr. Cantu responded absolutely. Commissioner Guajardo stated the park fees were supposed to come from the developer to which Mr. Cantu responded not if it was approved today. Commissioner Guajardo asked legal if the park fees could be charged to the buyer to which Mr. Palacios, City Attorney responded he had not done the research, but there wasn't an ordinance in place at the time but if approved an ordinance could be created to collect those fees from the developer/builder requesting the permit. Commissioner Villegas asked if it was the procedure to put it in place to which Mr. Palacios responded from what Robert stated there was no ordinance currently to pass those fees to the builder or property owner. Mr. Palacios stated right now what was being approved was the variance not the ordinance for the park fees. Mr. Palacios further stated what you have in front of you is a variance requesting to pay 50% of the park fees as far as the other 50% the city is not set up for that, but if the city would like to go

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that route an ordinance could be created and adopted. Commissioner Villegas asked how long the process would take to which Mr. Palacios responded the ordinances would have to be created then there would be a first and second reading a time frame of 30-60 days. Mayor Garza asked so right now it would just be the variance to which Mr. Palacios responded yes, the variance for the water loop and the second entrance was approved already by the P&Z only the variances that were not approved.

Mr. Eddie Cantu stated the park fees was a fairly new process which used to be a lot less but has been growing. Mr. Cantu further stated for clarity there was another variance request and it was in respect to the handicap ramps on the sidewalks, the City of San Juan was the only city requiring ramps to be built by the developer which is odd because usually those are built on corner lots by the builder. Mr. Cantu added the ordinance stated the developer places the ramps throughout the subdivision which was an \$8,000.00 expense, the developer puts the sidewalks which were a normal requirement but the ramps are placed by the builder on the corner lots. Commissioner Ramirez asked for clarification the park fees collected don't necessarily mean there would be a park in the neighborhood to which Mr. Cantu responded absolutely not it was the city's discretion how the money was used. Commissioner Ramirez asked if the variance was approved would the difference be included on the developer's contract or how would that work to which Mr. Cantu responded when the person goes in to pay their building permits and all the fees the city charges. Mayor Garza asked if the developer would disclose, they only pay half of the park fee and the other half the builder to which Commissioner Ramirez added if the buyer would be aware there was an additional fee to which Mr. Cantu responded not necessarily because the buyer was not aware of anything the city charges but they could ask. Mayor Garza asked so half of the fee would be tagged on to the building permit and Commissioner Villegas added it was not hidden to which Mr. Cantu responded not at all and was not the city's responsibility it was something that was part of the subdivision or any of the subdivisions that were approved.

Commissioner Ramirez stated Mr. Palacios kept referring to the ordinance which is why he would like to include the extra park fees to be paid by the builder to which Mr. Palacios responded if the code of ordinances was going to be changed it could just be streamlined and say the developer would pay 50% and the builder the other 50% as an option. Mr. Palacios stated the problem was currently there was no ordinance to pass the fee to someone else. Mr. Cantu stated he had never had an issue about someone saying there was hidden fees or gotten questioned about the park fees since the developers and builders are all on the same playing field. Mr. Palacios stated the Commission could approve the item contingent on the approval of the ordinance; it would have to be drafted and noticed or take no action at the juncture. Mr. Palacios further stated the Planning and Zoning Commission denied two variances so it would take a super majority vote to overturn it. Mr. Cantu stated the subdivisions had plenty of time to be built but if the other variances could be approved the park fees could wait since it would not delay him at all. Mr. Cantu further stated on another item he had paid the park fees but was asking for reimbursement since that particular project was already under construction. Mayor Pro Tem Sanchez stated I'll tell you where I stand, I have a hard time approving something with contingency of an ordinance, I rather have an ordinance in place. Mr. Quintanilla stated in front of you the proposed Valley Ranch Subdivision II, we would like to go to the next step which would be the preconstruction meeting and start the construction of the subdivision which would take several months. Mr. Cantu stated he was asking for the park fees to be remove from Item B and C but everything else to get approved so he could get going. Commissioner Ramirez asked legal if that could be done to which Mr. Palacios responded he had never been in a situation where variances were bifurcated. Commissioner Ramirez asked if it could be approved with variances 3 and 4 and come back 1 and 2 later on to which Mayor Pro Tem Sanchez

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added there was no ordinance to govern so maybe making a motion to approve with the exception of 1 and 2. Mr. Palacios stated that was one of the options to approve contingent of the ordinance so the project could move forward as long as the developer understood if the ordinance was not approved he would be responsible for the park fees.

Mr. Cantu asked if I have 5 variances and 4 passed and not 1 how would that have been handled to which Mr. Palacios responded he had been in situations where variances are passed and some denied, but to hold off on a ruling and yet approve the agenda item was different. Mr. Cantu asked just the park fees to which Mr. Palacios responded the handicap would also have to be overturned since it was denied. Mayor Pro Tem Sanchez asked on the handicap ramp at what point can the city govern for the builder to make those to which Mr. Cantu responded the builder has to build the sidewalk and would have to build the ramps. Mayor Pro Tem Sanchez asked if the builder could be forced to do it to which Mr. Cantu responded absolutely, once the sidewalk was built, they would have to leave the ramp off to the street, it was a standard procedure. Mayor Pro Tem Sanchez asked how it could be governed to which Mr. Palacios responded currently it was governed by an ordinance for the developer to build it and to pass that to the builder then that too would have to be an ordinance. Mayor Pro Tem Sanchez asked could we force the builder to do it to which Mr. Cantu responded the City of San Juan was the only city that had the ramp built by the developer. Mayor Pro Tem Sanchez asked what gave the city the authority too govern the homebuilder and not the developer to which Mr. Cantu responded it did not work for the builder who at the end would have to tear it off and end up putting it back. Commissioner Villegas stated it seemed the developers and the contractors knew what they were doing when it came to the process. Commissioner Villegas further stated lets just go ahead and do it, it was beneficial to the city and he wanted more rooftops to be built.

Commissioner Marco “Markie” Villegas made motion to approve upon contingency of the park fees and the handicapped ramp ordinance and Commissioner Jesus “Jesse” Ramirez seconded. Opposed by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-1).

- C. Preliminary and Final Plat Approval of the Meadows on Ridge Subdivision being a 33.93-acre tract of land out of Lot 12, Block 31, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of Ridge and Cesar Chavez Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Mr. Roberto Escobar stated the preliminary and final plat approval is before you for the Meadows on Ridge subdivision located on the South Side of Ridge Road and Cesar Chavez. Mr. Escobar further stated the city engineer and city staff had reviewed the 140-lot residential subdivision. Mr. Escobar added they were asking for an 8-inch waterline to be extended and looped, 8-inch sewer line to be extended as well as the following variances: pay 50% of the park fees, handicap ramp on the interior lots, lot size setbacks, utility easement setback, rear setbacks, side setbacks. Mr. Escobar stated there was a subdivision, Carroll Estates that was approved with similar variances. Mr. Escobar further stated one of the issues was they were proposing an 8-inch waterline and 8-inch sewer line but the city's masterplan had a 12-inch.

Mr. David Salinas, Director of Utilities stated the masterplan showed a 12-inch water line and sewer which was already installed by a project Mr. Quintanilla had done a few years back. Mr. Salinas further stated the 12-inch line needed to continue going south to provide water to those properties, the

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ordinance required the sewer to be extended and was requesting it stayed as a 12-inch to provide sewer and merge further distance for the widening of Cesar Chavez to feed the tank on Ridge Road by the Police Department. Mr. Salinas added the reason he was requesting the 12-inch was because then it would have to be upgraded later on, as you may recall the work was done South of the expressway which was crossed with a 16-inch line along with a 12-inch to Carroll Estates. Mr. Salinas stated with the additional easements and right-of-way that would have to be acquired for the expansion of Cesar Chaves to continue laying the 12-inch line further south.

Mr. Quintanilla stated he would like to touch up on the water line, the ordinance required an 8-inch line which they were complying and if something bigger was needed or required they were asking for the city to assist the developer to do a bigger line as per state law requirement on oversizing lines. Mr. Quintanilla further stated on the sewer line there was an existing line on Stewart Road which actually was extended the previous year by Mr. Cantu and they would connect to that line to service the subdivision, there was a sewer line on Cesar Chavez but it was a pressure force main line that was built by a city project a long time ago because of the lift station further north, but a gravity line cannot connect to pressure line. Mr. Quintanilla added the fact was they were proposing lines as required to feed the proposed subdivision and connect to the existing line on Ridge Road. Mr. Quintanilla stated the developer was donating the additional right-of-way on both roads and they did not have a problem with that. Mr. Quintanilla further stated some of the setbacks were also included in the front, west part of the subdivision and utility easements like the multi-family units being built on Carroll. Mayor Mario Garza asked if it was the same to which Mr. Quintanilla responded yes. Commissioner Guajardo asked if the 12-inch line was what the city was recommending, but an 8-inch is what they want to put in place if it was a 20-inch for future developments to which Mr. Salinas responded to meet the masterplan that was put together back in 2010 a 12-inch was needed. Mr. Salinas added this was the first time he heard the developer was asking for the city to pay for the upgrade he had always heard the request for variance, but that was definitely an option for the developer to pay for the 8-inch and the city to participate for the upgrade to the 12-inch.

Mr. Salinas stated in the ordinance a reimbursement was allowed with an agreement between the city and the developer so as other developments tie into the section of the line they would get reimbursed for that portion. Mr. Salinas further stated either one of those options would work or if the Commission is willing for the city to pay the difference in cost to upgrade to a 12-inch since the ordinance does require for them to place a line minimum 8-inches. Mayor Garza stated that's what he was saying if the ordinance only required an 8-inch line to which Mr. Salinas added the city can require a higher line that was just a minimum. Mayor Garza asked if that was the minimum to which Mr. Salinas responded according to the minimum line inches we may require a 12-inch they can't just come in and put a 6-inch. Mayor Garza stated he knew that to which Mr. Salinas responded the plan put in place back in 2010 required the line to be a 12-inch and that was the reason he wanted to stick with the plan. Mr. Salinas stated their needs required an 8-inch line which was true but he was not challenging that he was just saying he wanted to go with the plan. Mr. Salinas added he just mentioned for the city to partner up with them and for the city to pay the difference for upsizing the line. Mr. Arjona, City Manager asked if there was an estimate on the difference from the 8-inch to the 12-inch to which Mr. Quintanilla responded he did not have that information at the moment. Mayor Garza asked if there was a ballpark figure to which Mr. Quintanilla responded about \$40,000.00. Mr. David Salinas stated since it had to be deeper the material would be more expensive, the valves are much larger and the fittings more expensive to which Mayo Pro Tem Leonardo "Lenny" Sanchez added he did not want to go back and

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upgrade something that is already being built. Mayor Pro Tem Sanchez stated he would like to see the figures and not just a ballpark number to which Mr. Quintanilla responded typically what was done once the City Commission approved something like this would be bids from contractors and go through the most responsible lowest bidder once that was done they could come back and present real numbers. Commissioner Ernesto "Neto" Guajardo stated he thought it was better because if it was a range of \$40,000.00 to \$50,000.00 and it was going to help with a 12-inch line for future development to which Mr. Quintanilla added whatever they could do to work together to achieve bigger plans that's what we are here for. Commissioner Guajardo asked if there was any problems with an 8-inch for the trucks to which Chief Garza responded yes. Ricardo Palacios, City Attorney asked what the Planning and Zoning Commission did with the item to which Mr. Roberto Escobar responded they had denied everything. Mr. Palacios asked for what reasons to which Mr. Escobar responded because there was too many variances. Commissioner Guajardo asked because of the park fees and the handicap ramp to which Mr. Escobar responded he had explained to P & Z that Carroll Estates was a subdivision that was approved with the same variances. Mr. Cantu stated the issue was the city ordinance called for half acre lots to do a four-plex which was way different than any other city that was the reason why for Carroll variances were requested because the ordinance was difficult to work with. Mr. Escobar stated Mr. Cantu was right because his apartments were made into individual lots instead of large units. Mayor Pro Tem Sanchez stated some of the variances requested have been approved in the past, but what about the new ones to which Mr. Escobar responded the city only has one zone for residential contingent with the park fees and handicap ramp.

Commissioner Marco "Markie" Villegas made motion to approve upon contingency of the park fees and the handicapped ramp and was seconded by Commissioner Jesus "Jesse" Ramirez (5-0).

- D.** Consideration and Action on the Variance Request at Carroll Estates Subdivision being a 25.0 acre tract of land out of Lot 11, Block 35, Alamo Land and Sugar Company's Subdivision, located approximately a quarter of a mile East from Stewart Road, along the South side of Carroll Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Mr. Roberto Escobar, Planning Director stated the request was for a subdivision plat that was previously approved on November 7, 2019 and November 12, 2019 by the City Commission. Mr. Escobar further stated the developer was requesting variances of the park fees and handicap ramps on Carroll Estates Subdivision. Mr. Escobar added the construction had already started and the developer was already building homes in the area. Mayor Mario Garza asked if it was for the park fees and the handicap ramp to which Mr. Robert Escobar responded the developer had paid \$112,000.00 and were asking for a refund for half of the park fees. Commissioner Ernesto Guajardo asked how much to which Mr. Escobar responded half was \$56,000.00 since the developer paid \$112,000.00. Commissioner Guajardo asked if the city would pay for the other half to which Mr. Escobar responded not the city but the builder. Mr. Cantu stated the City had put the money in fund, the city would reimburse but the city would collect the money as builders get the permit for construction. Mayor Pro Tem Sanchez stated it would be contingent the ordinance gets approved for the park fees and handicap ramp.

Commissioner Marco "Markie" Villegas made motion to approve contingent of the ordinance approval, and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).

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Mr. Cantu stated he has been building subdivisions in San Juan on Ridge Road, Hall Acres and now on Carroll for a total of 15 years and have been tremendously successful. Mr. Cantu further stated he believed they had a great product, for every five subdivisions that were built maybe there was another developer building one. Mr. Cantu added right now because of everything that is being done in the city of San Juan the subdivisions are selling like crazy you all are making it a place where people want to come out and live. Mr. Cantu stated I just want to remind you we've been here forever I appreciate you all's time and I know that we ask for a lot and we are not necessarily asking for a discount we just want to be fair with you and for you all to be fair with me. Mayor Mario Garza stated we appreciate your development not only in San Juan but the work in the PSJA area and McAllen speaks for itself. Mayor Garza further stated the Commission was there to help you as well as any other developer that wanted to come in to the city and you are right things have changed in a very positive way in the community houses are being sold like crazy. Mayor Garza added he got excited when he saw rooftops and apartments coming in since everyone was benefiting from it. Mayor Garza stated we are here to help in whichever way we can and for the betterment of not only San Juan but PSJA.

- E.** Consideration and Action on the Variance Request for Valley Ranch Subdivision being a 23.70 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the North side of Hall Acres Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Mr. Roberto Escobar stated the request was for variances for Valley Ranch Subdivision which was previously approved on February 6, 2020 and February 11, 2020. Mr. Escobar further stated the two variances they were asking for was the park fees and the handicap ramp within the internal streets of the subdivision which was similar to the previous item.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Mayor Mario Garza. Motion Passed. (5-0).

- F.** Discussion and Possible Action to Approved the Wholesale Wastewater Treatment Interlocal Agreement by and Between the City of San Juan and North Alamo Water Supply Corporation and Authorize the Mayor to Execute a Related Documents.

DISCUSSION: Mr. David Salinas, Director of Utilities stated this was an existing agreement but unfortunately during the pandemic he let it pass and currently it was expired. Mr. Salinas further stated he was bringing the agreement for renewal with an effective date of January 1st 2021 and to include a vote to retroactively extend last agreement for one year. Commissioner Ramirez asked if there was an increase to which Mr. Salinas responded yes, from 73% to 75% but it was based on water consumption for example if they used 100 gallons of water they were only charged for 85 gallons of sewer to offset some of that loss we have that increase of 75% for sewer charges Mayor Pro Tem Sanchez asked so you are sticking to the 100 gallons but increasing 1% to which Mr. Salinas responded we are increasing it by 2%. Mr. Salinas added we are not making up for that 15% shy they are not charging for sewer; the citizens of San Juan pay 100 gallons for sewer if they use 100 gallons of water while the customers of North Alamo are paying 85 gallons of sewer for every 100 gallons of water they use. Mr. Salinas stated he was only trying to get charges equally across the board. Commissioner Ramirez asked on an average

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bill how much would that increase be to which Mr. Salinas responded it would be about 15 cents which is not much remember North alamo's rates are smaller than ours. Commissioner Ramirez stated the way I read it here is \$152 a year to which Mr. Salinas responded that was our rate. Commissioner Ramirez asked what was their rate to which Mr. Salinas responded I don't have their rates because we are not using their rate in the equation, we are using ours. Mr. Salinas stated on average our customers use 152, because our average consumption rates in the City of San Juan is less than 10,000 gallons per house hold Commercial use and multifamily use is more and has a different rate.

Commissioner Ernesto "Neto" Guajardo made motion to approve and was not seconded. Motion Died. Mayor Mario Garza stated he would like to dissect the information because he was not a big fan to increase the rate. Mayor Pro Tem Leonardo Sanchez stated he needed more clarification. Mr. David Salinas stated he would bring a comparison of what the City of San Juan residents were paying and what North alamo residents paid.

No Action was taken on item.

VIII. RESOLUTIONS:

- A.** Consider and Approve of Resolution by the City Commission of the City of San Juan, Texas Issuing Order and Notice of City Election May 1, 2021 for Mayor Place 1, Commissioner Place 2 and Commissioner Place 3 Pursuant to Chapter 41, Texas Election Code.

DISCUSSION: Mrs. Diana Cavazos, City Secretary greeted the City Commission and stated this was a resolution for the General Election for the City of San Juan on Saturday, May 1, 2021 for the purpose of electing City Mayor, Commissioner Place 2 and Commissioner Place 3 to hold office for a period of 4 years. Mayor Mario Garza asked if the early vote times and dates are pretty much what the secretary of state designated to which Mrs. Cavazos responded yes, the secretary of state designates the early voting dates ranging from April 19th through April 27th and Election Day is a mandated date along with the time. Mayor Garza asked if it was a standard to have two days 7 a.m. to 7 p.m. to which Mrs. Cavazos responded yes, it is mandatory to have two twelve-hour days. Commissioner Ramirez asked who was running the election, the city or the county to which Mrs. Cavazos responded it has not been clarified since we were still waiting on quotes. Mrs. Cavazos stated she had reached out to Hidalgo County but they were waiting for municipalities to submit their applications since the deadline was February 12th. Mrs. Cavazos further stated we are not specifying who would be running the election, we will come back once we have the quotes we are only approving the dates, times an polling locations. Commissioner Ramirez asked the ordinance reads that ES&S will be used to which Mrs. Cavazos responded she was using the same order and notice from the previous election and that's who was used but today were issuing the order for the election to be May 1, 2021. Mayor Garza asked if we were only approving dates and times to which Mrs. Cavazos responded correct and polling locations. Mayor Garza asked so then we'll come back later in the future to which Mrs. Cavazos responded yes, the next meeting we will have the quotes. Commissioner Ramirez asked legal if ES&S should be removed to which Mr. Ricardo Palacios, City Attorney responded the item could be approved subject to the proposals that would be received in the future.

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Commissioner Marco “Markie” Villegas made motion to approve the time, date and polling location and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).

- B.** Consider Adoption of Resolution Establishing the Budget for Fiscal Year 34 (2021) of the Hidalgo Country Urban County Program.

DISCUSSION: Mr. Escobar stated for the Urban County funds for year 34- 2021 there was \$301,060 available. Mr. Escobar further stated the breakdown was included in the packet: general administration \$3,000.00, \$281,060.00 for street improvements, Amigos Del Valle \$5,000.00, Nuestra Clinic Del Valle \$7,000.00, \$3,000.00 for Capable Kids Foundation and \$2,000.00 for CASA of Hidalgo. Mr. Escobar added for street improvements we have Alfredo Street, Jaime Street, North Standard Street and West 12th Street, 12th Street phase III there was a section that was missing so it was added. Mr. Escobar stated he had gotten with City Manager regarding the addition of 12th Street and that would bring the total to \$330,956.00 so the city is proposing for the next budget we would add that money to offset the cost since we don't have enough. Mr. Escobar added for now this is the budget we will be submitting to Urban County so we can secure the funds for next year. Commissioner Jesus “Jesse” Ramirez asked I am looking at the project sheet you included the only thing I would like to include in the future is how many people are being served with the funds we are providing to which Mr. Escobar responded he could do that.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

IX. CONSENT AGENDA:

- A.** Consider Second and Final Reading of an Ordinance for the Voluntary Annexation of the 9.32acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision, ad per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas located approximately three quarter of a mile East of Raul Longoria Road, along the North side of Nolana Avenue, as Requested by Juan Maldonado.
- B.** Consider Second and Final Reading of an Ordinance for the Conditional Use Permit to Allow a Social Event Center "Eventos Valadez" at 909 W. FM 495 Suites 12-13, legally described as Lot 2, McBride Subdivision, as Requested by Lillian Moreno.
- C.** Consider Second and Final Reading of an Ordinance for a Conditional Use Permit to Allow a Social Event Center "My Baby Shower Party Place" at 1201 N. Raul Longoria Road Suite "N", legally described as Aguilera Medical Complex, as Requested by Mirna G. Garcia.
- D.** Consider Second and Final Reading of an Ordinance Amending Chapter 3 Building Regulations, Article 3.05 Signs, by Amending Section 3.05.014 to Conform with State and Federal Regulation and by Adding Section 3.05.017 to Prohibit Signs on Public Property; Providing for an Effective Date; Providing for

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Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; And Ordaining other Provisions Related to the Subject Matter Hereof.

- E.** Consider Second and Final Reading of an Ordinance Amending Chapter 8 Offenses and Nuisances by Adding Article 8.07 Electioneering on City Owned or Controlled Polling Place; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; And Ordaining other Provisions Related to the Subject Matter Hereof.
- F.** Meeting Minutes:
 - September 30, 2020
 - November 18, 2020
 - November 24, 2020
 - December 8, 2020

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed. (5-0).

X. EXECUTIVE SESSION: 7:15pm

- A.** The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter §551.071 et seq:
 - 1.** Pursuant to Section §551.071 Consultation with Attorney, Discussion and Possible Action Regarding Potential Litigations Matters.

Commissioner Ernesto “Neto” Guajardo made motion to enter into executive session and was seconded by Mayor Pro Tem Sanchez. Motion Passed (5-0).

XI. RECONVENE

Commissioner Ernesto “Neto” Guajardo made motion to reconvene at 8:30 p.m. and was seconded by Mayor Mario Garza. Motion Passed (5-0).

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

No Action on this item.

XII. ADJOURNMENT

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Commissioner Ernesto “Neto” Guajardo made motion to adjourn at 8:31 p.m. and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

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Mario Garza, Mayor

ATTEST:

Diana H. Cavazos, City Secretary