



**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, January 11, 2022**

### **REGULAR MEETING AGENDA 6:00 PM**

#### **I. CALL TO ORDER**

#### **II. INVOCATION**

#### **III. PLEDGE OF ALLEGIANCE**

#### **IV. PUBLIC COMMENTS**

#### **V. PRESENTATIONS**

- A.** City Manager's Report
- B.** Planning and Zoning Monthly Report.
- C.** Department of Finance Monthly Report.
- D.** Department of Utilities Monthly Report.
- E.** Parks and Recreation Monthly Report.

**F.** Fire Department Monthly Report.

**G.** San Juan Memorial Library Monthly Report.

**H.** Municipal Court Monthly Report.

**I.** Department of Sanitation Monthly Report.

**J.** Police Department November and December Monthly Report.

**VI. PUBLIC HEARING/ORDINANCES**

- A.** Hold a Public Hearing for a Voluntary Annexation Petition of the Proposed La Paloma Subdivision, being a 13.41-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, as Requested by AAAR Family, LTD.
- B.** Hold a Public Hearing for a Voluntary Annexation Petition of the Proposed Orchards of San Juan being a 24.85-acre tract of land out of Lot 7, Stewart's Addition to the Conway Gardens Subdivision, as per map recorded in Volume 0, Pages 43, Map Records, Hidalgo County, Texas, as Requested by Escon Development.

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

- A.** Consideration and Action to Release \$91,279.60 from an Escrow made to the City of San Juan for Pending Improvements at Valley Ranch Subdivision as requested by OC Development, LTD., Eduardo Cantu.
- B.** Consider Authorizing the City Manager to Enter into a Memorandum of Understanding ("MOU") by and between the McAllen, Pharr, San Juan and Edinburg Fire Departments for Purposes of Identifying the Parties' Respective Roles and Responsibilities Associated with Emergency Response to Incidents on Interstate 2 and Interstate 69 Central During the Course of Roadway Construction for the Pharr Interchange Project.
- C.** Discussion and Possible Action to Authorize the City Manager to Execute a Renewal of the Asset Management Agreement with BuyBoard Vendor Maguire Iron, Inc. to Include the North, South and South East Elevated Storage Tanks, and the Claticones and Ground Storage Tanks at Water Plant 2 and the Clearwells at Water Plant 1 and Authorized the Mayor to Execute all Related Document and Budget Amendment as Needed.



- D.** Discussion and Possible Action Regarding Hidalgo County Elections Department Request for Early Voting/Election Day Polling Location of The San Juan Fire Station #2 and The San Juan Memorial Library for Primary Election, Local Entities Election, Primary Runoff Election, General Election and General Runoff.

## **VIII. CONTRACTUALS**

- A.** Consider Authorizing the City Manager to Enter Into a Bi-annual Inter-local Agreement between the Rio Grande Valley 911 and the City of San Juan Police Department for 911 Service.
- B.** Consider Entering Into an Interlocal Agreement between the City of San Juan and Hidalgo County for Rural Emergency Services.

## **IX. CONSENT AGENDA**

- A.** Consider Second and Final Reading of an Ordinance for the Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, John Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.
- B.** Consider Second and Final Reading of an Ordinance for the Voluntary Annexation Petition of the 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.
- C.** Consider Approval of City of San Juan 2021 Tax Roll Certification.
- D.** Consider Approval of the Monthly Tax Collection Report -October 2021
- E.** Consider Approval of the Monthly Tax Collection Report-November 2021
- F.** Consider Approval of the Budget Expenditure Report - October 2021
- G.** Consider Approval of the Budget Expenditure Report- November 2021

**H. City Commission Meeting Minutes:**

- February 9, 2021
- March 23, 2021
- April 13, 2021
- April 27, 2021
- May 11, 2021
- June 14, 2021
- June 22, 2021
- July 1, 2021
- July 7, 2021

**X. EXECUTIVE SESSION**

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

- 1.** Pursuant to Section §551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS;  
Deliberation Regarding Financial Incentives to a Business Prospect Project Tri.

**XI. RECONVENE**

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

- 1.** Pursuant to Section §551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS;  
Deliberation Regarding Financial Incentives to a Business Prospect Project Tri.

**XII. 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).

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BRENDA ESCALANTE  
INTERIM CITY SECRETARY

CITY COMMISSION MEETING AGENDA

JANUARY 11, 2022

PAGE 5

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
OFFICE OF THE CITY SECRETARY



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## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** Daniel Tijerina, Planning Director

**DATE:** 1/5/2022

**SUBJECT:** Planning and Zoning Monthly Report.

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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.

- 73 building permits were issued during the month of December, \$4,181,710.00 in total valuation.
- 139 garage sale permits were issued \$2,085.00 in total valuation.
- Provide customer service and support to 884 people and handled approximately 2,103 calls.
- The building inspectors made approximately 512 inspections.
- Sixteen (16) building permits were issued for new houses \$2,618,574.00 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 thirty-two (32) yearly letters were sent out to existing businesses to renew their licenses. A total of twenty-four (24) business permits were renewed with \$1,250.00 in total valuation and twenty (20) health inspections were issued during the month of December with \$1,875.00 in total valuation.

### NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- D’Lash Castle located at 4810 N. Raul Longoria Road
- Elite Testing Services, LLC. located at 1209 N. Raul Longoria Road
- Empress Nail and Spa located at 108 W. Amy Drive
- Smart Start Child Care located at 108W. Amy Drive
- The Industrial Ballroom, LLC. located at 1200 E. Business 83
- Turbo Insurance Group, LLC. located at 2604 N. Raul Longoria Road
- AMC LP. Services located at 1200 E. Business 83
- F&G Auto Sales, LLC. located at 100 E. Business 83

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## **CODE ENFORCEMENT**

Code Enforcement Inspectors issued four (4) illegal dumping violations, thirty-six (36) work orders for weedy lots, twenty (20) abandoned and junk vehicles, seven (7) garage sale without a permit, two (2) rubbish, six (6) building without a permit, twenty-three (23) certified letters, three (3) complaints filed in court, four (4) street vendor without a permit and three (3) people conducting businesses at a residential area.

## **SUBDIVISIONS IN PROCESS**

- Westview IV Subdivision
- Plantation Heights
- Oakridge Estates
- La Paloma Subdivision
- The Orchards of San Juan – Phase 1
- Gutierrez-Duncan
- San Juan City Hall
- Cantu Subdivision
- Christian Estates
- 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
- Black Hills Estates Subdivision
- Hacienda San Fernando Subdivision

## **SUBDIVISIONS RECORDED**

1. Plaza San Juan

## **REZONING REQUEST**

1. Rezoning Request for Lot 2, Block 8, John Closner Subdivision as Requested by Gutierrez-Duncan, LLC.

## **PLANNING AND ZONING MEETINGS**

1. December 2, 2021



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## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** Leroy Gonzales, Director of Finance

**DATE:** 12/30/2021

**SUBJECT:** Department of Finance Monthly Report.

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### Finance Department

#### Department Description

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

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

### Additional Information

- 7 STAFF MEMBERS
- Maintained 26 funds, assisted 24 departments and posted 299 journal entries, issued 584 disbursement checks, 24 Bank Drafts and processed 1,029 payroll checks and direct deposits, during the months of November, 2021.
- November Sales Tax 7.51% Increase of \$28,532 Compared to last year.
- Audit FY 2020/2021 Awarded the Contract to Garcia and Pena
- Reconciled 11 Bank Accounts
- Budget Adjustments (4)

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- Budget Amendments (1)
- Manage a 30.2 million budget

General Fund Budget of 16.8 million

Utility & Sanitation Fund 5.4 million

Stormwater Fund 305 thousand

Debt Service Fund 1.9 million

Sanitation Fund 3.5 million

Other Funds 2.2 million

## Utility Billing & Collection Department

### Department Description

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

- The City of San Juan collects about 6,880 water and 9,746 sewer accounts.
- North Alamo Water Supply Corporation service 3,263 sewer accounts.
- Per Audited Financial Report, in FY ending 9/30/2020, Utility Fund collected 5.8 million and Sanitation Fund 3.6 million with a combined 9.4 million.

- Email Billing (108)

- Service Orders

|    |                    |       |
|----|--------------------|-------|
| 1. | Connects           | 62    |
| 2. | Meter information  | 40    |
| 3. | Disconnect         | 22    |
| 4. | Dead Meters Change | 19    |
| 5. | Past Due Notice    | 1,399 |
| 6. | Cut Off Register   | 18    |
| 7. | Cut List           | 89    |

- Payments are made by

66 % paid in person

1 % juniors

22 % online

6 % bank drafts

5 % other locations

- Staff of 7 Employees

## Purchasing Division

### Purchasing Description

Purchasing Division is responsible for acquiring goods and services for the City, in accordance with state law, the City's purchasing policies and annual budget.

- Purchase Orders Issued 278
- Purchase Order Changes/Voids 20
- Bid Openings 3





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## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** David Salinas, Director of Utilities

**DATE:** 1/4/2022

**SUBJECT:** Department of Utilities Monthly Report.

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### Texas Drought Outlook

- 67% of Texas is in a drought (January 3, 2022)
- RGV is Normal
- Falcon and Amistad are @ 39.63%
- STAGE II IS STILL IN FULL EFFECT

### System Outlook

- Water Connections – 6,909
- Sewer Connections – 10,639 (3730 NAWSC)

### Water Treatment Facility

- Combined Gallons Treated: 66.742 MG
- Combined Gallons Produced: 72.127 MG

### Water Treatment Facility No. 1

- 0.172 MG treated
- 29.294 MG delivered
- 24.91 MG Transferred from WTF No. 2
- 0.00 MG RAW (Reservoir)
- 0.113 MG Backwash
- 0 MG Well

### Water Treatment Facility No. 2

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- 68.621 Treated
- 42.822 MG Delivered
- 24.91 MG Transferred to WTF No. 1
- 64.71 MG RAW (Reservoir)
- 1.004 MG Backwash

WTP 3.5 MGD Expansions and Rehab 100%

Operated Water Plant as Efficiently as Possible

Sludge Management Continues to be Critical

Proposed Budget Pending TWDB Approval

#### Water Distribution System

- Leaks – 8
- Breaks – 6
- Taps – 0

#### Water Loss

- Reported – 240,000 gals
- Unreported – 66,700 gals

#### Hydrants

- Flushed – 46
- Repaired/Replaced – 1
- STAGE II WATER CONSERVATION STILL IN EFFECT

#### Valves

- Worked – 5
- Repaired/Replaced – 0

#### Utility Billing

- Work Orders – 5

We Continue Our Hydrant and Valve Maintenance

Two Vacancy – WM

#### Wastewater Treatment Facility

- Treated – 63.152 MG
- Wetland – 1.37 MG

- 320 - Cubic Yards of Sludge Hauled to Landfill
- Solids Dewatering Facility 100% Final Pay App Approved/close out documents

## Wastewater Collections

### Work orders - 22

- Sewer Main Repaired – 0
- Sewer Backups Reported – 10
- Sewer Backups Cleared – 10
- Odor Complaints – 0
- Locates – 12
- Manhole Repaired/replaced – 0
- New Manholes installed – 0
- Unauthorized Discharges - 0

## Administration

### Financials

- Administration – 93.86%
- Water Treatment – 93.23%
- Distribution: – 98.54%
- Sewer Collection – 93.80%
- Wastewater Treatment – 88.67%

## Projects

- WTF No. 2 Pending TWDB Budget Approval
- WWTF Rehab Design – 100% Complete (CHC) Pending Constructability Review
- WTF No. 1 Rehab – 100%, Pending Constructability Review
- LS 13 Design – 100% Complete (CHC) Pending AEP Line Relocation
- LS 6 Capacity Issues

## Certification

- Water Treatment - 0
- Distribution – 0
- Sewer Collection - 0
- Wastewater Treatment – 0
- Renewals - 0



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## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** Patrick Willingham, Director of Parks and Recreation

**DATE:** 1/4/2022

**SUBJECT:** Parks and Recreation Monthly Report.

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For the month of December 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 and winter programs.
- Assisted with the all the Christmas Lighting for the Lighting of the Tree ceremony on December 9, 2021.
- Assisted with the set up and take down of the festival grounds for the Annual Noche De Paz event.
- Assisted Hidalgo County with their food distribution event on Thursday December 16, 2021.
- Maintained all city grounds during the holiday season.

**Recreation Division,**

-

**WINTER LEAGUE COACHES MEETING:** Thursday, December 2, the Parks and Recreation Department conducted the coaches meeting for the Girls Basketball League at 5:30 pm and Boys Soccer League at 6 pm. The Winter Baseball meeting was held on Wednesday, December 8 at 5:30 pm. Staff discussed schedules and rules of the game.

-

**WINTER LEAGUES:** Girls Basketball, Boys Soccer and Winter Baseball Leagues teams were put together, coaches/parents were notified and practices are ongoing. There are a total of 14 Girls Basketball teams playing in four divisions K-1<sup>st</sup>, 2<sup>nd</sup>-3<sup>rd</sup>, 4<sup>th</sup>-5<sup>th</sup> grades and 6<sup>th</sup> grade; 4 Winter Baseball teams playing in the 8U division; Boys Soccer league has 21 teams playing in four divisions Kinder-1<sup>st</sup>, 2<sup>nd</sup>-3<sup>rd</sup>, 4<sup>th</sup>-5<sup>th</sup> and 6<sup>th</sup> grade with games played at Municipal Park and 6<sup>th</sup> grade will play games in either San Juan or Pharr.

-

**LIGHTING OF THE TREE:** Thursday, December 9, our department assisted with the coordination of the lighting of the San Juan Christmas Tree at Municipal Park. Staff assisted with serving the food and pictures.

-

**SOFTBALL TOURNAMENT:** Saturday & Sunday, December 11-12, 2021, staff ran the concessions stand for the Softball Tournament at Municipal Park.

-

**HIDALGO COUNTY ASSISTANC PROGRAM - FOOD DISTRIBUTION:** Thursday, December 16, staff assisted in the food distribution at Amigos del Valle from 4 pm – 7:30 pm.

-

**NOCHE DE PAZ:** Friday, December 17, our department hosted the 2021 Noche de Paz at Municipal Park. Staff assisted with the concessions and BBQ vendors for the Annual Noche de Paz Festival. Saturday, December 18, 2021 was postponed due to weather and staff assisted with the clean-up.

-

**BLUE SANTA:** Saturday, December 18, my staff and I assisted with Blue Santa Toy Give-A-Way from 12 pm – 2 pm at Municipal Park.

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

- Replaced water faucets at both the Sports Complex and Municipal Park.
- Repaired a leaking ice machine at City Shop.
- Began replacing regular light bulbs with LED's at Old PD and Waste Water Plant.

- Repaired and replaced urinals at both the Sports Complex and Municipal Park.
- Repaired lights that faced the signs at City Hall.
- Finished re-wiring the Pavilions at Municipal Park.

#### **Upcoming Events:**

**Winter sports programs – Monday January 10, 2022, Girls Basketball, Boys Soccer and Winter Baseball.**

**Registration for the upcoming boy's baseball and girl's softball season is currently ongoing and will continue through February 2022.**



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## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** Tirso Garza, Fire Chief

**DATE:** 1/4/2022

**SUBJECT:** Fire Department Monthly Report.

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The San Juan Fire Department had the following activity during the month of December 2021:

### **Emergency Calls**

A total of 51 Calls for the month of December 2021. (Please see attached report.)

- A Shift = 8
- B Shift = 12
- C Shift = 31

### **Med-Care Response**

Due to COVID19 Med-Care EMS responded along with the Fire Department for a total of 10 calls with two (2) delays for the Month of December 2021. The Med-Care report has not been submitted by Med-Care.

### **County Calls**

The San Juan Fire Department had a total of one (1) County Calls for the month of December 2021 which are the following:

- Incident Number – 21-0673 – Child Locked in Vehicle at 3208 San Gabriel

### **Volunteer Department**

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

### **Fire Inspections**

A total of 19 inspections were conducted in the Month of December 2021, please see attached for detailed information about each conducted inspection.

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**Plan Reviews**

The following plans were reviewed for the month of December 2021:

- Black Hill Estates
- The Orchards of San Juan
- Oak Ridge Estates Subdivision
- Plantation Heights
- El Puerto Del Tio Jerry
- La Paloma Subdivision
- West View IV Subdivision
- Starbucks
- 614 W Minnesota Road
- PSJA ISD – Three Portable Buildings
- City Hall

**Fuel Utilization**

Please note that the total amount of gallons mentioned in this report belong only to the logs that were submitted by the Fire Chief, Lieutenant or Firefighter in Charge for the month of December 2021 to the Administration Office.

- A total of 179.8 Gallons of Unleaded
- A total of 566.9 Gallons of Diesel





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## **MEMORANDUM**

**TO:** Benjamin Arjona, City Manager

**FROM:** Armandina Segin, Director of Library

**DATE:** 1/4/2022

**SUBJECT:** San Juan Memorial Library Monthly Report.

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Enclosed is the December monthly report including statistics and programs:

For the month of December, we had, 1,508 visitors. Out of those visitors, 422 were here for computer use only. The library checked out a total of 581 items both adult and children. We had 51 in-house circulation items. We requested and received twenty-seven (27) Interlibrary Loans (ILL). We had 22 new patrons added to our circulation system. We helped the public with an estimated 297 reference/informational questions. We had 37 fax transactions. The monthly amount deposited was \$790.72 both fines and fees.

Please see the attached statistical report.

### **During the month of December**

- Attended the Library Board meeting (No Quorum)
- Attended the City Commission meeting
- Attended the Directors' meeting
- Attended an edWebinar
- Attended three Emergency Management meetings
- Hosted the Hidalgo County Library System (HCLS) meeting
- Attended the City Hall breakfast

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- Attended the Christmas City Commission's breakfast
- Went to City Hall to make the money deposits for the library
- Managed the day-to-day operations of the San Juan Memorial Library

### **Meetings to be held in January 2022**

#### **Multipurpose Room**

EDC meeting, January 4<sup>th</sup> & 18<sup>th</sup>

City Commission meetings, January 11<sup>th</sup> & 25<sup>th</sup>

Directors' meetings, January 12<sup>th</sup> & 26<sup>th</sup>

Planning and Zoning meeting, January 13<sup>th</sup> & 20<sup>th</sup>

San Juan Housing Authority, January 15<sup>th</sup>

Civil Service January 19<sup>th</sup>

#### **Training Room:**

No meetings scheduled

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**San Juan Memorial Library  
December 2021 Statistics**

| <b>Statistics</b>                  |       |
|------------------------------------|-------|
| Total Visitors                     | 1,508 |
| Computer Users                     | 422   |
| Total Checkouts                    | 581   |
| In-House Use                       | 51    |
| Inter-Library Loans                | 27    |
| New Patrons                        | 22    |
| Reference\ Informational Questions | 297   |
| FAX transactions                   | 37    |
| Children's Programs                | 1     |
| Attendance                         | 60    |

| <b>Multipurpose Room Reservations</b>  | <b>Attendance</b> |
|----------------------------------------|-------------------|
| 1st Planning & Zoning - Executive Room | 10                |
| 2nd Planning & Zoning                  | 20                |
| 7th Civil Service Fire Entry Exam      | 21                |
| 8th City Commission                    | 17                |
| 9th Human Resources - Executive Room   | 3                 |
| 9th City Manager                       | 10                |
| 14th Housing Authority                 | 9                 |
| 15th Keep San Juan Beautiful           | 7                 |
| 16th HCLS                              | 14                |
| 16th Civil Service                     | 15                |
| 16th Planning & Zoning                 | 8                 |
| 21st Commissioners' Breakfast          | 170               |
| 29th San Juan Housing Authority        | 15                |
| <b>Total</b>                           | <b>319</b>        |

| <b>Training Room Reservations</b> | <b>Attendance</b> |
|-----------------------------------|-------------------|
| 9th Pre-Conference Meeting        | 5                 |
| <b>Total</b>                      | <b>5</b>          |

| <b>Checkouts</b> |            |
|------------------|------------|
| DVDs             | 78         |
| Books Juvenile   | 295        |
| Books Adult      | 208        |
| <b>Total</b>     | <b>581</b> |

| <b>WiFi Usage</b> |            |
|-------------------|------------|
| LibGuest          | 390        |
| LibStaff          | 145        |
| <b>Total</b>      | <b>535</b> |

| <b>Study Room Attendance</b> |           |
|------------------------------|-----------|
| Study Rooms                  | <b>38</b> |

| <b>Facebook Page</b> |           |
|----------------------|-----------|
| Likes                | <b>31</b> |
| Visitors             | <b>4</b>  |

| <b>SJML Homepage</b> |              |
|----------------------|--------------|
| Visitors             | <b>1,079</b> |

| <b>Deposits</b> |                  |
|-----------------|------------------|
| Fines           | \$ 86.62         |
| Copies          | \$ 704.10        |
| <b>Total</b>    | <b>\$ 790.72</b> |

### Youth & Children's Programs/Attendance

| Date                         | Program | Attendance |
|------------------------------|---------|------------|
| Wednesday, December 1, 2021  | 0       | 0          |
| Thursday, December 2, 2021   | 0       | 0          |
| Friday, December 3, 2021     | 0       | 0          |
| Monday, December 6, 2021     | 0       | 0          |
| Tuesday, December 7, 2021    | 0       | 0          |
| Wednesday, December 8, 2021  | 0       | 0          |
| Thursday, December 9, 2021   | 0       | 0          |
| Friday, December 10, 2021    | 0       | 0          |
| Monday, December 13, 2021    | 0       | 0          |
| Tuesday, December 14, 2021   | 0       | 0          |
| Wednesday, December 15, 2021 | 0       | 0          |
| Thursday, December 16, 2021  | 0       | 0          |
| Friday, December 17, 2021    | 1       | *          |
| Monday, December 20, 2021    | 0       | 0          |
| Tuesday, December 21, 2021   | 0       | 0          |
| Wednesday, December 22, 2021 | 0       | 0          |
| Monday, December 27, 2021    | 0       | 0          |
| Tuesday, December 28, 2021   | 0       | 0          |
| Wednesday, December 29, 2021 | 0       | 0          |
| Thursday, December 30, 2021  | 0       | 0          |
| Total                        | 1       | 0          |
| *Christmas Packets           | 1       | 60         |

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

**DATE:** December 1, 2021

**TIME:** 6:00 p.m.

**PLACE:** San Juan Memorial Library

**Board Members:**

1. Maria Estella Ayala

Maria E. Ayala

2. Nadia Baughman

Nadia Baughman

3. Iris Lara

Iris Lara

4. Celena Hoglund

Celena Hoglund

5. María Alicia Navarro

María A. Navarro

6. George Rodea

George Rodea

7. Elizabeth Saldaña

Elizabeth Saldaña

**Liaison:**

Commissioner

Commissioner

**Library Director:**

Armandina A. Sesín

Armandina A. Sesín

**Visitors:**

Visitors

## **Minutes of the Meeting of the San Juan Library Advisory Board**

**Date:** November 3, 2021  
**Time:** 6:00 p.m.  
**Place:** San Juan Memorial Library

**Members Present:** Nadia Baughman                      Celena Hoglund  
                                 Maria Alicia Navarro                      George Rodea

**Members Absent:** Maria Estella Ayala                      Iris Lara  
                                 Elizabeth Saldaña                      ,

**Liaison:**

**Library Director:** Armandina A. Sesín

**Visitors:**

### **ORDER OF BUSINESS**

#### **I Invocation**

Maria Alicia Navarro led the Invocation.

#### **II Pledge of Allegiance**

Nadia Baughman led the Pledge of Allegiance.

#### **III Call Meeting to Order**

Nadia Baughman called the meeting to order at 6:05 p.m.

#### **IV Roll Call**

All Board Members were present with the exception of Maria Estella Ayala, Iris Lara and Elizabeth Saldaña. Nadia Baughman made a motion not to excuse Maria Estella Ayala; George Rodea seconded the motion. Nadia Baughman made a motion to excuse Iris Lara; Maria Alicia Navarro seconded the motion. Maria Alice Navarro made a motion not to excuse Elizabeth Saldaña; George Rodea seconded the motion. All in favor. Ms. Celena Hoglund read Article IV Section 1I regarding the number of members that would constitute a quorum. Nadia Baughman responded that since we have 7 members, 4 members present constitute a quorum.

#### **V Review of Minutes**

A motion to approve the minutes as presented was made by Nadia Baughman and seconded by Maria Alicia Navarro. All in favor.

#### **VI Old Business**

##### **Review of By-Laws of the San Juan Memorial Library.**

Maria Alicia Navarro made a motion to table this item; Nadia Baughman seconded the motion, due to the fact that three members of the board were absent. All in favor.

#### **VII New Business**

##### **Introduction of new Library Board Member**

The director introduced Ms. Celena Hoglund as the new Library Board Member appointed by the City Commission at the meeting held on October 26, 2021.

**December Event**

Nadia Baughman mentioned that this event was going to be a gathering like the one we had on December 2019. George Rodea commented that after the gathering he had encountered a city commissioner, at Wal-Mart, and that said commissioner brought to his attention the fact that they were not invited to the gathering. A discussion ensued about this and it was decided that the library board will invite the city commission to the December gathering.

**VIII Director's Report**

The library director presented her October monthly report, including statistics. A motion was made by Nadia Baughman to approve the director's monthly report and seconded by Maria Alicia Navarro. All in favor.

**IX Adjournment**

A motion to adjourn was made at 7:00 p.m. by Nadia Baughman and seconded by Maria Alicia Navarro. All in Favor. Next meeting will be on Wednesday, December 1, 2021.

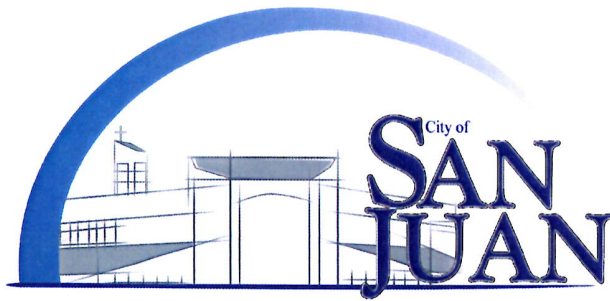
---

Nadia Baughman, Chair

---

Armandina Sese/Maria Alicia Navarro for  
Iris Lara, Secretary





## Library Advisory Board Attendance Form

2020 - 2021

| 2020                | Jan<br>3 | Feb<br>5 | Mar<br>3 | Apr<br>4 | May<br>2 | Jun<br>6 | Jul<br>4 | Aug<br>1 | Sep<br>5 | Oct<br>3 | Nov<br>7 | Dec<br>5 |
|---------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maria Estella Ayala | *        | P        | P/NQ     | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| Nadia Baughman      | *        | A        | A        | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| Iris Lara           | *        | P        | A        | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| Mary Alice Navarro  | *        | P        | A        | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| George Rodea        | *        | P        | P/NQ     | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| Elizabeth Saldaña   | *        | P        | P/NQ     | *        | *        | *        | *        | *        | *        | *        | *        | *        |
| Teresa Sloss        | *        | P        | A        | *        | *        | *        | *        | *        | *        | *        | *        | *        |

| 2021                        | Jan<br>6 | Feb<br>3 | Mar<br>3 | Apr<br>7 | May<br>5 | Jun<br>2 | Jul<br>7 | Aug<br>4 | Sep<br>1 | Oct<br>6 | Nov<br>3 | Dec<br>1 |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Maria Estella Ayala         | *        | *        | *        | *        | *        | *        | *        | *        | P        | P        | A        | P/NQ     |
| Nadia Baughman              | *        | *        | *        | *        | *        | *        | *        | *        | A        | A        | P        | A        |
| Iris Lara                   | *        | *        | *        | *        | *        | *        | *        | *        | P        | P        | A        | P/NQ     |
| Mary Alice Navarro          | *        | *        | *        | *        | *        | *        | *        | *        | P        | A        | P        | P/NQ     |
| George Rodea                | *        | *        | *        | *        | *        | *        | *        | *        | A        | P        | P        | A        |
| Elizabeth Saldaña           | *        | *        | *        | *        | *        | *        | *        | *        | P        | P        | A        | A        |
| Teresa Sloss/Celena Hoglund | *        | *        | R        | R        | R        | R        | R        | R        | R        | R        | P        | A        |

### LEGEND

\* - NO MEETING HELD

P - PRESENT

A - ABSENT

E - EXCUSED

R - RESIGNED

NQ - NO QUORUM

NM- NEW MEMBER

Re. REPLACED

TE - TERM EXPIRED

AO - AUTOMATICALLY OUT

LC - LIBRARY CLOSED

NOTES:



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

## MEMORANDUM

**TO:** Benjamin Arjona, City Manager

**FROM:** Mary Enriquez, Court Administrator

**DATE:** 1/5/2022

**SUBJECT:** Municipal Court Monthly Report.

---

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

|                   |              |
|-------------------|--------------|
| Amount Collected  | \$ 15,327.75 |
| Defensive Driving | 1            |
| Deferred          | 3            |
| Pre Trials        | 0            |
| Bench Trials      | 5            |
| Scofflaw          | \$ 1,294.00  |

COLLECTIONS 2020  
November - \$ 23,140.79

COLLECTIONS 2021  
November - \$ 15,327.75

CITATIONS ISSUED 2020  
November - 147

CITATIONS ISSUED 2021  
November - 103

SCOFFLAW COLLECTIONS 2020  
November - \$ 4,545.70

SCOFFLAW COLLECTIONS 2021  
November - \$ 1,294.00

City Marshal - Warrants and Fines Collected - \$ 3,979.00  
Phone calls - 60  
Warrants - 16

Total warrants issued - 156



**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:** Roel Garza, Sanitation Director

**DATE:** 1/5/2022

**SUBJECT:** Department of Sanitation Monthly Report.

---

### Sanitation Department (Dec. 2021)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site – 1,139.3 Residents
- Residential – 1,253.96 Tons
- Commercial – 754.91 Tons
- Roll-Off Containers – 143.97 Tons 24 loads
- Brush – 715.60 Tons 214 loads of brush

### Central Garage (Dec. 2021)

- Tickets Open 75
- Tickets Closed 84
- 5 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 2 Brush trucks operating
- 1 Brush tractor (grapple) operating
- 2 Brush Grapple Trucks operating
- 2 Roll- Off Trucks operating and 2 down

### **Recycling (Dec. 2021)**

- Cardboard: 13.71 tons / \$2,382.49
- Mix White Paper: 0.54 tons / \$102.75
- Office Paper:0.00 tons / \$0.00
- Newspaper: 0.00 tons / 0.00
- Books/Magazines: 0.00 tons / \$0.00
- Aluminum Cans: 0.00 tons / \$0.00
- Tin Cans: 0.00 tons /\$0.00
- E-Waste: 0.00 tons / \$ 0.00
- Metal: 9.45 tons / \$185.20
- Plastic: 1.38 tons / \$0.00
- Curbside Recycle: 4.00 tons / \$0.00
- Oil: 219 gals /\$0.00
- Total Tons/Revenue: 20.65 tons /\$2,670.44
- Savings of \$413.00
- Walk-Ins: 308

### **Code Enforcement (Dec. 2021)**

- Violation Notices Issued:11
- Illegal Dumping: 12
- Contact People:30
- Construction Material:9
- Tires:22



**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:** Ruben Morin, Chief of Police

**DATE:** 1/5/2022

**SUBJECT:** Police Department November and December Monthly Report.

---

This memorandum is to keep you all informed on our Monthly operational statistics, and any other significant cases or events that occurred during the month of November and December, 2021.

November stats for calls for service are not accurate due to RMS crashing. Arrests were obtained by the San Juan Municipal Court.

### **STATISTICS:POLICE**

|                           |                                                                 |
|---------------------------|-----------------------------------------------------------------|
| •Calls for service:       | <b><u>NOVEMBER</u></b><br><b>353 (11-20-2021 to 11-30-2021)</b> |
| •Incident reports:        | <b>58</b>                                                       |
| •Accidents:               | <b>39</b>                                                       |
| •911 Calls:               | <b>1686</b>                                                     |
| •Patrol Citations Issued: | <b>103</b>                                                      |
| •Violations:              | <b>146</b>                                                      |
| •Patrol & CID Arrests:    | <b>50 (36 B and above, 16 class c's</b>                         |
|                           | <b>Property: 1</b>                                              |
|                           | <b>Persons: 6</b>                                               |
|                           | <b>Other: 0</b>                                                 |
| •CID Issued Warrants:     |                                                                 |

### **SPECIAL GRANT DETAILS:**

|                      |                                                      |
|----------------------|------------------------------------------------------|
| •Stone Garden hours: | <b><u>NOVEMBER</u></b><br><b><u>Did not work</u></b> |
| •Vehicle Stops:      | <b>0</b>                                             |
| •Citations:          | <b>0</b>                                             |
| •Border Star hours:  | <b>75</b>                                            |

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

- Vehicle Stops:
- Contacts: 0
- Misdemeanor Arrest:
- Felony Arrest: 12
- Cases Investigated: 0

6

5

0

- Citations:
- Tx-Dot STEP-Wave Traffic Enforcement hours: 28

### **Vehicle Stops:**

### **Speeding:**

70

18

DL Violation: 7

No Insurance: 4

Expired Plates: 15

Other: 10

### **TRAFFIC ENFORCMENT:**

- Cruiser enforcement (Thursday Nights) traffic stops: 0

### **NOVEMBER**

NOTE: No cruisers have been seen in the area.

- Citations: 0

- Arrest: 0

0

- Regular patrol city wide: 103

### **FEDERAL & STATE ASSET FOREFEITURE PROGRAM:**

- Received state forfeiture awards: Nothing to report
- Received federal forfeiture awards: Nothing to report.
- Department is in full compliance with federal and state guidelines (Audits).

### **CRIME STOPPERS:**

- No board meetings were scheduled.

### **SAN JUAN POLICE PERSONNEL:**

### **TELE-COMMUNICATORS:**

- No new event to report.

### **FLEET**

Nothing to report

### **STATISTICS: ANIMAL CONTROL**

### **NOVEMBER**

- Calls for Service: 260

- Citations Issued: 1

- Violations: 1

1

### **COVID-19 OPERATIONS:**

- San Juan Police Department followed the guidelines set forth by the Mayor, County Judge and the Governor of Texas.

### **SPECIAL EVENTS:**

- On November 20, 2021, the San Juan Police Department's RMS had a catastrophic massive failure that resulted in the lost of critical data from July 2020 through November 2021. This devastating system failure has dire consequences for victims of crimes and other citizens..

### **STATISTICS: POLICE**

|                           |                                         |
|---------------------------|-----------------------------------------|
| •Calls for service:       | <b>1387</b>                             |
| •Incident reports:        | <b>226</b>                              |
| •Accidents:               | <b>181</b>                              |
| •911 Calls:               | <b>1672</b>                             |
| •Patrol Citations Issued: | <b>75</b>                               |
| •Violations:              | <b>101</b>                              |
| •Patrol & CID Arrests:    | <b>44 (32 B and above, 12 class c's</b> |
| •CID Issued Warrants:     | <b>Property: 0</b>                      |
|                           | <b>Persons: 5</b>                       |
|                           | <b>Other: 0</b>                         |

### **SPECIAL GRANT DETAILS:**

|                                                                                                   |                            |
|---------------------------------------------------------------------------------------------------|----------------------------|
| •Stone Garden hours: <b>Zero</b>                                                                  | <b><u>DECEMBER</u></b>     |
| •Vehicle Stops:                                                                                   | <b><u>Did not work</u></b> |
| •Citations:                                                                                       | 0                          |
| •Border Star hours:                                                                               | 0                          |
| •Vehicle Stops:                                                                                   | 76                         |
| •Contacts:                                                                                        | 0                          |
| •Misdemeanor Arrest:                                                                              | 0                          |
| •Felony Arrest:                                                                                   | 3                          |
| •Cases Investigated:                                                                              | 0                          |
|                                                                                                   | 1                          |
|                                                                                                   | 4                          |
| •Citations:                                                                                       | 0                          |
| •Tx-Dot STEP-Wave Traffic Enforcement hours: <b>ZERO (did not work for the month of December)</b> |                            |
| <b>Vehicle Stops:</b>                                                                             |                            |
| <b>Speeding:</b>                                                                                  |                            |
| DL Violation:                                                                                     |                            |
| No Insurance:                                                                                     |                            |
| Expired Plates:                                                                                   |                            |
| Other:                                                                                            |                            |

### **TRAFFIC ENFORCEMENT:**

### **DECEMBER**

- Cruiser enforcement (Thursday Nights) traffic stops: NOTE: No cruisers have been seen in the area.
- Citations: 0
- Arrest: 0
- Regular patrol city wide: **75 CITATIONS**

#### **FEDERAL & STATE ASSET FORFEITURE PROGRAM:**

- Received state forfeiture awards: Nothing to report
- Received federal forfeiture awards: Nothing to report.
- Department is in full compliance with federal and state guidelines (Audits).

#### **CRIME STOPPERS:**

- No board meetings were scheduled.

#### **SAN JUAN POLICE PERSONNEL:**

#### **TELE-COMMUNICATORS:**

- No new event to report.

#### **FLEET**

Nothing to report

#### **STATISTICS: ANIMAL CONTROL**

#### **NOVEMBER**

- Calls for Service: 193
- Citations Issued: 0
- Violations: 0

#### **COVID-19 OPERATIONS:**

- San Juan Police Department followed the guidelines set forth by the Mayor, County Judge and the Governor of Texas.

#### **SPECIAL EVENTS:**

- Nothing to report

Respectfully,

Ruben Morin, Chief of Police  
San Juan Police Department  
"A Commitment to the Future"



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Hold a Public Hearing for a Voluntary Annexation Petition of the Proposed La Paloma Subdivision, being a 13.41-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, as Requested by AAAR Family, LTD.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The Planning Department is processing La Paloma Subdivision, a residential subdivision, located approximately half of a mile West of Cesar Chavez Road, along the North side of Nolana Avenue. Part of the subdivision is outside the city limits of but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In November 9, 2021, the City Commission approved a Resolution 21-27 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**RECOMMENDATION:**

Staff recommends approval of the First Public Hearing.

**PREPARED BY:**

Daniel Tijerina,  
Planning Director

**APPROVED BY:**

Benjamin Arjona, City  
Manager



**Planning & Zoning Department  
VOLUNTARY ANNEXATION SCHEDULE**

|                                     |                                                                                                                                                                                                                                                                               |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject Property</b>             | <b>La Paloma Subdivision<br/>Being 13.41-acre tract of land out of Lot 14, Block 47,<br/>Alamo Land and Sugar Company's Subdivision, as per<br/>map recorded in Volume 1, Pages 24 thru 26, Map<br/>Records, Hidalgo County, Texas, as Requested by<br/>AAAR Family, LTD.</b> |
| <b>Tuesday, October 23, 2021</b>    | Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.                                                                                                                                    |
| <b>Tuesday, October 23, 2021</b>    | Negotiate written service agreement with property owner and City.                                                                                                                                                                                                             |
| <b>Tuesday, November 9, 2021</b>    | City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.                                                                                                                                                   |
| <b>Wednesday, December 29, 2021</b> | First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.                                                                                                          |
| <b>Tuesday, January 11, 2022</b>    | City Commission holds public hearing on Voluntary Annexation.                                                                                                                                                                                                                 |
| <b>Wednesday, January 26, 2022</b>  | Notice of 2 <sup>nd</sup> Public Hearing is published in the local newspaper.                                                                                                                                                                                                 |
| <b>Tuesday, February 8, 2022</b>    | City Commission holds 2 <sup>nd</sup> public hearing on Voluntary Annexation.                                                                                                                                                                                                 |
| <b>Tuesday, February 22, 2022</b>   | First Reading: City Commission Approves Voluntary Annexation Ordinance.                                                                                                                                                                                                       |
| <b>Tuesday, March 8, 2022</b>       | 2 <sup>nd</sup> Reading: City Commission Approves Voluntary Annexation Ordinance.                                                                                                                                                                                             |

## RESOLUTION NO. 21-27

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF 13.41-ACRE TRACT OF LAND, OUT OF LOT 14, BLOCK 47, 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:**

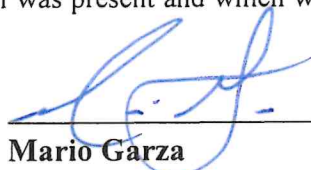
Section 1. The City of San Juan has received a petition from the following property owners for voluntary annexation of properties described in Exhibit "A". The City Commission of the City of San Juan hereby declares its intention to institute proceedings to annex to the City the territory generally described 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 January 11, 2022. 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 February 8, 2022 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 9<sup>th</sup> day of November, 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:**

  
\_\_\_\_\_  
**Nayeli Guerrero**  
**Interim City Secretary**

AAAR Family LTD  
901 West 13<sup>th</sup> Street  
San Juan, TX 78589  
956-781-7771

October 22, 2021

City of San Juan  
Planning Department  
709 S. Nebraska Avenue  
San Juan, Texas 78589

To the Mayor and Board of Commissioners, City of San Juan:

The undersigned inhabitant and qualified voter of the following described property which adjoins the city limits petitions the Board of Commissioners of the City of San Juan to Annex the following tract of land:

**"SEE EXHIBIT A"**

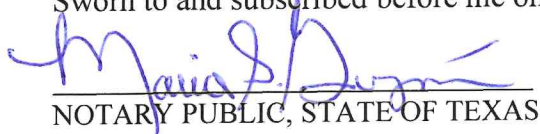


AAAR Family LTD  
By: Alberto Treviño, (Owner)  
901 West 13<sup>th</sup> Street  
San Juan, Texas 78589

State of Texas  
County of Hidalgo

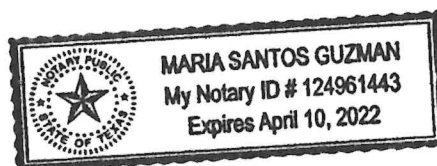
Before me, on the undersigned authority, on this day personally appeared Alberto Treviño, (owner) of AAAR Family LTD being duly sworn; deposed and said that he/she is an inhabitant of the property described herein and is a qualified voter.

Sworn to and subscribed before me on this 22, day of October 2021.



NOTARY PUBLIC, STATE OF TEXAS

Notary's printed name: Maria S. Guzman  
My commission expires: April 10, 2022





**METES AND BOUNDS DESCRIPTION  
13.41 ACRES OF LAND  
ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
HIDALGO COUNTY, TEXAS**



(Proposed Annexation)

A 13.41 acre tract of land, more or less, being out of **LOT 14, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 1 Pages 24-26 Map Records, Hidalgo County, Texas, and said 13.41 acres being more particularly describe as follows:

**COMMENCING** for reference at the southeast corner of said Lot 14, **THENCE** N 08° 34' 52" E, along the East line of said Lot 14, a distance of 500.00 feet to the North line of the existing city limits of THE CITY OF SAN JUAN, TEXAS, as per ORDINANCE NO. 94-029, **THENCE** N 81° 25' 08" W, along the existing North line of said CITY OF SAN JUAN, TEXAS, city limits a distance of 114.42 feet to the West line of Hidalgo County Irrigation District Number 2 right-of-way, recorded in Volume 25, Page 312, Deed Records, Hidalgo County, Texas for the **POINT OF BEGINNING** and the southeast corner of this tract;

**THENCE** N 81° 25' 08" W continuing along the existing North line of said CITY OF SAN JUAN, TEXAS, city limits a distance of 709.49 feet, to the East line of a tract of land deeded to Juan Maldonado, recorded in Document Number 625572, Deed Records, Hidalgo County, Texas for the southwest corner hereof;

**THENCE** N 08°33'16" E, along the East line of said Maldonado tract, a distance of 820.42 feet to the North line of said Lot 14, for the northwest corner hereof;

**THENCE** S 81° 26' 12" E, along the North line of said Lot 14, a distance of 714.25 feet to the West line of said Hidalgo County Irrigation District Number 2 right-of-way, for the northeast corner hereof;

**THENCE** S 08°51'59" W, along the West right-of-way line of said Hidalgo County Irrigation District Number 2 right-of-way, a distance of 820.61 feet to the **POINT OF BEGINNING**, containing 13.41 acres of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

**LOT 11, BLOCK 47  
ALAMO LAND AND SUGAR  
COMPANY'S SUBDIVISION**  
(VOL. 1, PGS. 24-26, H.C.M.R.)

APPARENT CENTER LINE  
OF GAS LINE  
AS PER GAS MARKERS  
REI GAS COMPANY, LLC  
(DOCUMENT No. 1039880, H.C.D.R.)

**S 81°26'12" E 714.25'**

N.E. CORNER  
LOT 14

50.0' MAGIC VALLEY  
ELECTRIC COOP. INC. EASEMENT  
(DOCUMENT No. 706163, H.C.D.R.)



SCALE: 1" = 200.0'

**JUAN MALDONADO**  
(DOCUMENT No. 625572, H.C.D.R.)

**N 08°33'16" E 820.42'**

FLOOD ZONE 'B'

**13.41 ACRES**

H.C.I.D. No. 2  
CANAL & DRAINAGE DITCH R.O.W.  
(VOL. 25, PG. 312, H.C.M.R.)  
(25.0' FROM TOP OF BANK)

(BFE = 100)  
FLOOD ZONE 'A'

**S 08°51'59" W 820.61'**

**LOT 13, BLOCK 47  
ALAMO LAND AND SUGAR  
COMPANY'S SUBDIVISION**  
(VOL. 1, PGS. 24-26, H.C.M.R.)

**N 81°25'08" W 709.49'**

**LOT 14, BLOCK 47  
ALAMO LAND AND SUGAR  
COMPANY'S SUBDIVISION**  
(VOL. 1, PGS. 24-26, H.C.M.R.)

**N 81°25'08" W  
114.42'**

**N 08°34'52" E 500.00'**

**P.O.B.**

**P.O.C.  
S.E. COR.  
LOT 14**

**NORTH  
R.O.W.  
LINE**

**E. EARLING ROAD (NOLANA LOOP)**

(R.O.W. VARIES - 22.9' E-E)  
(DOCUMENT No. 1242707, H.C.D.R.)  
(DOCUMENT No. 1242708, H.C.D.R.)

**LEGEND**

- Z = COMMON OWNER
- L = LOT LINE
- HP = HIGH VOLTAGE OVERHEAD POWER LINE
- G = GAS LINE
- X = HOG WIRE FENCE
- E-E = EDGE OF PAVEMENT TO  
EDGE OF PAVEMENT DISTANCE
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.I.D. = HIDALGO COUNTY IRRIGATION DISTRICT
- EOP = EDGE OF PAVEMENT
- BFE = BASE FLOOD ELEVATION
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING

**13.41 ACRES  
OUT OF LOT 14, BLOCK 47,  
ALAMO LAND AND SUGAR  
COMPANY'S SUBDIVISION**



**JAVIER HINOJOSA ENGINEERING**  
CONSULTING ENGINEERS  
AND SURVEYORS  
1000 WEST 10TH STREET, SUITE 100  
MCALLEN, TEXAS 78501

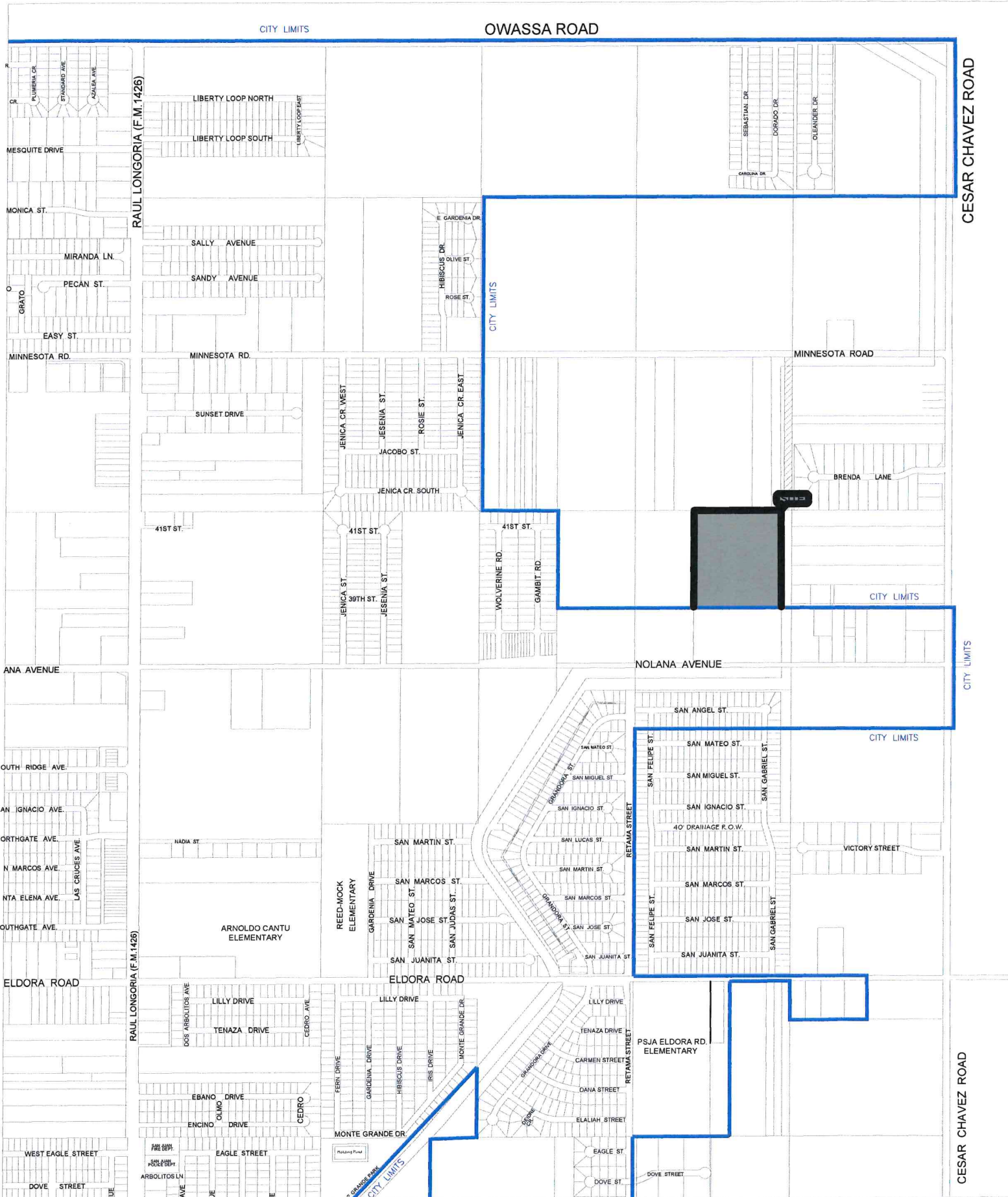
| PROJECT INFORMATION |        |
|---------------------|--------|
| JOB NO.:            | 191011 |
| DRAWN BY:           | GTG    |
| CHECKED BY:         | C.V.   |
| REVISIONS:          |        |
|                     |        |
|                     |        |
|                     |        |

**LAND SURVEYORS**

**LLC**

517 BEAUMONT AVE.  
MCALLEN, TEXAS 78501  
Ph. (956) 618-1551  
FAX (956) 618-1547  
www.cvgllc.com  
TBPELS FIRM No. 10119600





## 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 13.41-acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company Subdivision, according to the plat thereof recorded in Volume 1, Pages 24-25, Map Records.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Hold a Public Hearing for a Voluntary Annexation Petition of the Proposed Orchards of San Juan being a 24.85-acre tract of land out of Lot 7, Stewart's Addition to the Conway Gardens Subdivision, as per map recorded in Volume 0, Pages 43, Map Records, Hidalgo County, Texas, as Requested by Escon Development.

---

**STAFF COMMENTS AND RECOMMENDATIONS:**

The Planning Department is processing The Orchards of San Juan, a residential subdivision, located at the Southwest corner of Stewart and Moore Road. Part of the subdivision is outside the city limits of but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In November 23, 2021, the City Commission approved a Resolution 21-29 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**RECOMMENDATION:**

Staff recommends approval of the First Public Hearing.

**PREPARED BY:**

Daniel Tijerina,  
Planning Director

**APPROVED BY:**

Benjamin Arjona, City  
Manager

---





**Planning & Zoning Department  
VOLUNTARY ANNEXATION SCHEDULE**

|                                     |                                                                                                                                                                                                                           |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject Property</b>             | <b>The Orchards of San Juan Subdivision</b>                                                                                                                                                                               |
|                                     | <b>Being 24.85-acre tract of land out of Lot 7, Stewart's Addition to the Conway Gardens Subdivision, as per map recorded in Volume 0, Page 43, Map Records, Hidalgo County, Texas, as Requested by AAAR Family, LTD.</b> |
| <b>Tuesday, November 16, 2021</b>   | Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.                                                                                |
| <b>Tuesday, November 16, 2021</b>   | Negotiate written service agreement with property owner and City.                                                                                                                                                         |
| <b>Tuesday, November 23, 2021</b>   | City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.                                                                                               |
| <b>Wednesday, December 29, 2021</b> | First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.                                                      |
| <b>Tuesday, January 11, 2022</b>    | City Commission holds public hearing on Voluntary Annexation.                                                                                                                                                             |
| <b>Wednesday, January 25, 2022</b>  | Notice of 2 <sup>nd</sup> Public Hearing is published in the local newspaper.                                                                                                                                             |
| <b>Tuesday, February 8, 2022</b>    | City Commission holds 2 <sup>nd</sup> public hearing on Voluntary Annexation.                                                                                                                                             |
| <b>Tuesday, February 22, 2022</b>   | First Reading: City Commission Approves Voluntary Annexation Ordinance.                                                                                                                                                   |
| <b>Tuesday, March 8, 2022</b>       | 2 <sup>nd</sup> Reading: City Commission Approves Voluntary Annexation Ordinance.                                                                                                                                         |



## RESOLUTION NO. 22-29

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF THE PROPOSED ORCHARDS OF SAN JUAN SUBDIVISION BEING A 24.85-ACRE TRACT OF LAND, OUT OF LOT 0, BLOCK 43, 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 January 11, 2022. 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 February 8, 2022 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 23<sup>rd</sup> day of November, 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:

A handwritten signature in blue ink, appearing to read "B. Escalante", is written over a horizontal line.

**Brenda Escalante**  
Interim City Secretary

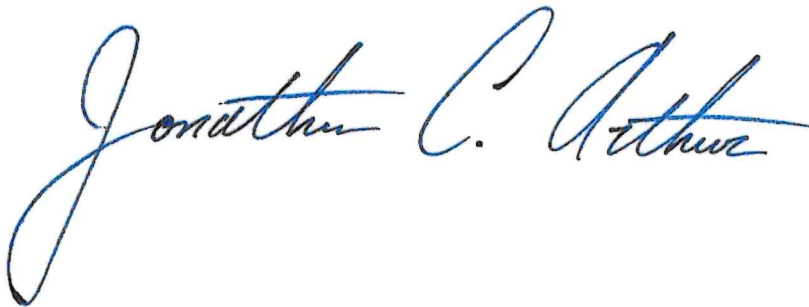
November 10, 2021

Mayor and City Commissioners,

I, Jonathan Arthur from ESCON Development, am requesting to voluntarily annex the property described in Exhibit "A" attached. My intent is to develop the 40 acres into residential lots in 2 phases. This annexation will incorporate the west 24.85 acres of the 40 acre site into the City of San Juan.

If you have any questions, please call me at (956) 552-1586

Thank you,





P.O. BOX 476

WESLACO, TEXAS 78599-0476

PHONE (956) 968 - 2422

FAX (956) 969 - 2011

DESCRIPTION OF 24.85 ACRES OF LAND  
OUT OF LOT 7, STEWART'S ADDITION TO CONWAY GARDENS SUBDIVISION  
HIDALGO COUNTY, TEXAS

Being 24.85 acres of land situated in Hidalgo County, Texas, and being out of Lot 7, Stewart's Addition to Conway Gardens Subdivision, per map recorded in Volume 0, Page 43, Hidalgo County Map Records, and said 24.85 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a nail found for the northwest corner of said Lot 7 and the northwest corner of said tract herein described;

THENCE, South 81°26'18" East, 820.06 feet, with the north line of said Lot 7, the south line of Lot 6, and the centerline of Moore Road to a point for the northeast corner of said tract herein described;

THENCE, South 8°36'24" West, with a line that is parallel to the east line of said Lot 7, at a distance of 20.00 feet pass the south right of way line of said Moore Road and continuing for a total distance of 1319.84 feet to a point for the southeast corner of said tract herein described;

THENCE, North 81°26'12" West, 820.06 feet, with the south line of said Lot 7, the north line of Castillo Subdivision as per map recorded in Volume 40, Page 114, Hidalgo County Map Records to a ½-inch iron rod found for the southwest corner of said Lot 7 and the southwest corner of said tract herein described;

THENCE, North 8°36'24" East, with the west line of said Lot 7, at a distance of 1299.82 feet pass a ½-inch iron rod with a plastic cap found for reference on the south right of way line of said Moore Road and continuing for a total distance of 1319.82 feet (map 1320.00 feet) to the POINT OF BEGINNING and containing 24.85 acres of land more or less.

Surveyed: July 27, 2021

Basis of bearings: Texas State Plane Coordinate System, South Zone

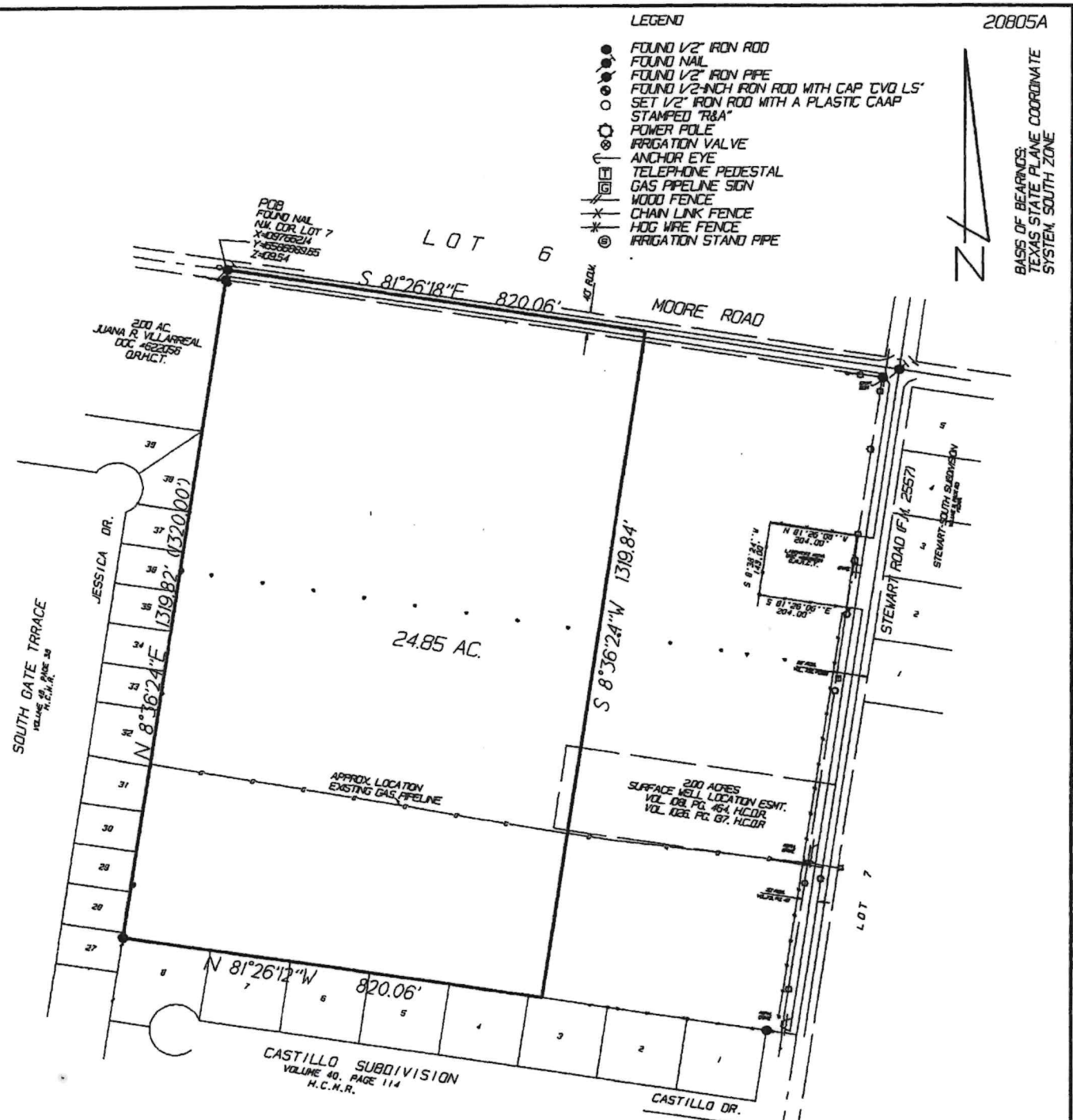
20805A

11/02/2021



*Reynaldo Robles*  
Reynaldo Robles, R.P.L.S. #4032

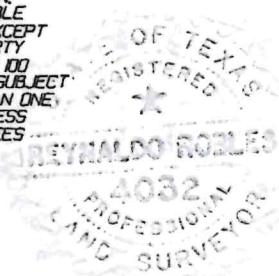
THIS SURVEY WAS PREPARED WITH THE USE OF A TITLE COMMITMENT PREPARED BY OTHERS ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.



SURVEY PLAT OF  
24.85 ACRES OF LAND OUT OF  
LOT 7, STEWART'S ADDITION TO CONWAY GARDENS SUBDIVISION  
HIDALGO COUNTY, TEXAS  
PER MAP RECORDED IN VOLUME 0, PAGE 43, HCMR.

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

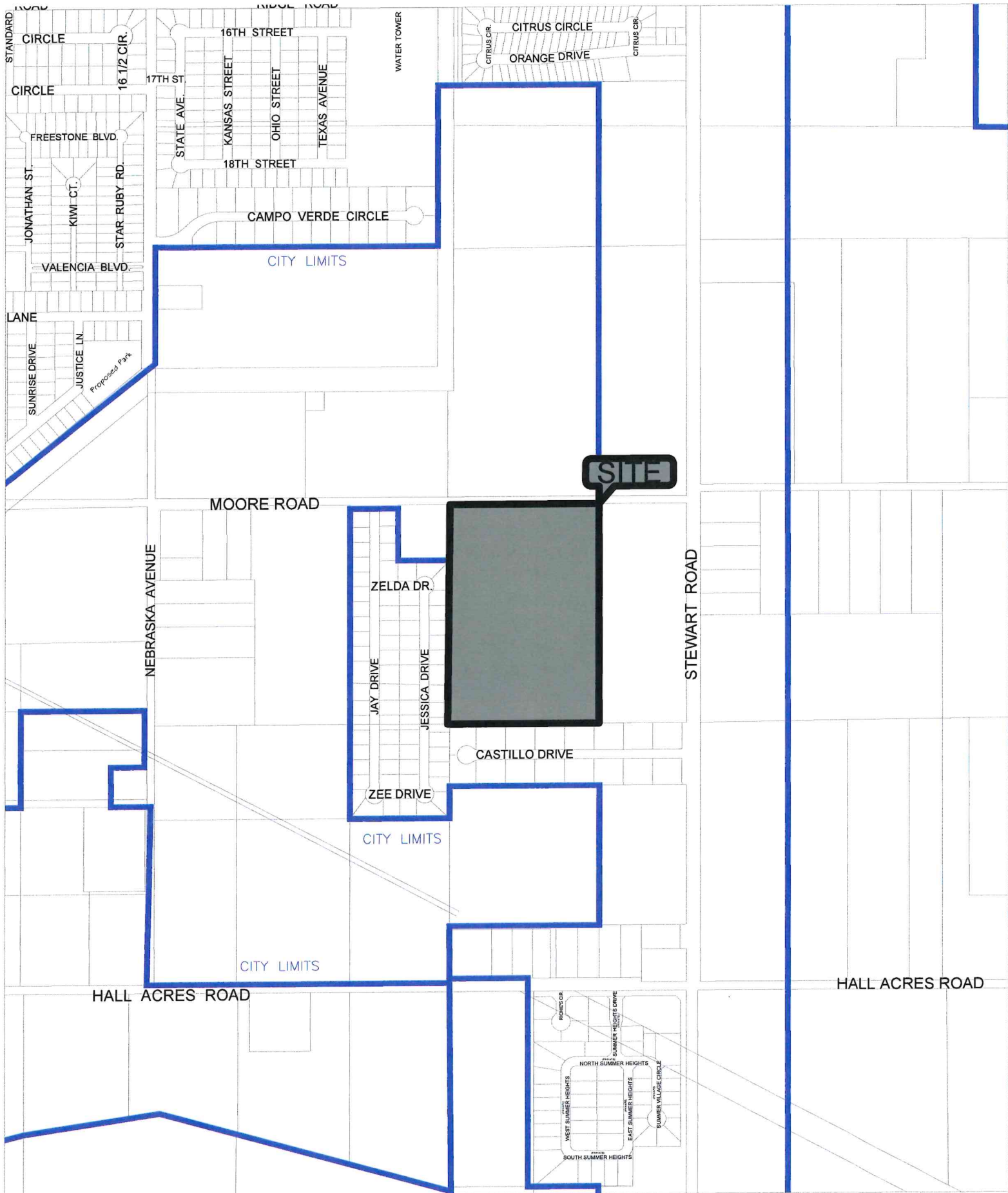
*Reynaldo Robles*  
REYNALDO ROBLES, R.P.L.S. #4032



|                                                                                                                                                                                                      |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| PREPARED FOR: CRUZ-HOGAN                                                                                                                                                                             |                        |
| <b>RA</b> ROBLES & ASSOCIATES, PLLC<br>PROFESSIONAL LAND SURVEYORS<br>P.O. BOX 476<br>107 W. HUISACHE ST.<br>WESLACO, TEXAS 78596<br>PHONE (958) 988-2422<br>FAX (958) 988-2011<br>FIRM No. 10096700 |                        |
| SURVEYED: 7-27-2021                                                                                                                                                                                  | DRAWN BY: RR/8-05-2021 |
| SCALE: 1"=300'                                                                                                                                                                                       | JOB No. 20805A         |
| TITLE COMMITMENT No. 2009872                                                                                                                                                                         | REVISED:               |
| SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.                                                                                                                      |                        |

COPYRIGHT 2021





### Legend

- CITY LIMITS
- Proposed area

Voluntary Annexation Petition of the 24.85-acre tract of land out of Lot 7, Stewart's Addition to the Conway Gardens, as per map recorded in Volume 0, Page 43, Map Records, Hidalgo County, Texas, as Requested by Escon Development.



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consideration and Action to Release \$91,279.60 from an Escrow made to the City of San Juan for Pending Improvements at Valley Ranch Subdivision as requested by OC Development, LTD., Eduardo Cantu.

---

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff received a letter dated January 5, 2022, from the project engineer for the above request. The escrow was filed with the city for pending water, sanitary sewer, lift station, drainage improvements, and paving improvements.

Pursuant to the project engineer's letter, staff is seeking the Mayor and City Commissions authorization to release the funds.

**RECOMMENDATION:**

Staff recommends approval.

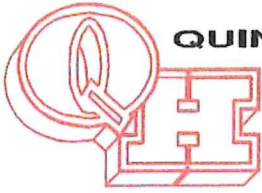
**PREPARED BY:**

Daniel Tijerina,  
Planning Director

**APPROVED BY:**

Benjamin Arjona, City  
Manager

---



**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

January 5, 2022

Mr. Ben Arjona  
City Manager  
City of San Juan  
709 S. Nebraska Ave.  
San Juan, Texas 78589

**Re: Valley Ranch Subdivision**

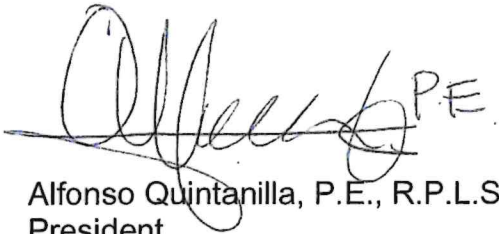
Dear Mr. Arjona,

This letter is to inform you that the pending work has been completed.

I am requesting that the escrow in the amount of \$ 91,279.60 be refunded back to the Developer OC Development, Ltd.

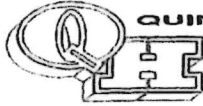
Should you have any questions or need additional information, please feel free to contact me at 381-6480.

Respectfully,



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



**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

**Consulting Engineers \* Land Surveyors**  
Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eudelia Ramirez, P.E. # 77062  
Engineering Firm Registration No. F-1613  
Surveying Firm Registration No. 180411-00  
124 E. Stubbs St. Edinburg, Texas 78539  
Phone: (956) 391-0400 Fax (956) 391-0527

**Construction Cost Estimate**

Sheet 1 of 1

Date Prepared: March 18, 2021

Project: Valley Ranch Subdivision

Number of Lots: 39 Acres: 23.70

Location: Hall Acres Road 2,000.00 feet east of Stewart Road

Irrigation District: HCID #2

Owner: OC Development, Ltd.

Type of Estimate: Contract Exhibit (Riverside)

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

**BASIS OF ESTIMATE**

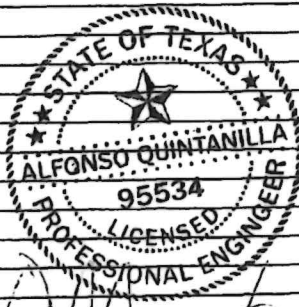
No Design Complete

Preliminary Design

Final Design

X

| Item                         | Description                                                            | Unit | Quantity | Unit Cost        | Total               |
|------------------------------|------------------------------------------------------------------------|------|----------|------------------|---------------------|
| <b>PENDING WORK - ESCROW</b> |                                                                        |      |          |                  |                     |
| I.                           | <b>Water Distribution System (Military Highway Water Supply Corp.)</b> |      |          |                  |                     |
| 1                            | Valve Markers                                                          | EA   | 5        | 95.00            | 475.00              |
| 2                            | Meter Boxes                                                            | EA   | 39       | 88.00            | 3,432.00            |
|                              |                                                                        |      |          | <b>Subtotal:</b> | <b>\$ 3,907.00</b>  |
| II.                          | <b>Sanitary Sewer Collection System (City of San Juan)</b>             |      |          |                  |                     |
| 1                            | Lift Station                                                           | EA   | 1        | 40,000.00        | 40,000.00           |
| 2                            | Tie-In to Existing Manhole                                             | EA   | 1        | 3,250.00         | 3,250.00            |
| 3                            | Bore & Install 8" PVC Casing                                           | LF   | 30       | 172.00           | 5,160.00            |
| 4                            | Force Main PVC 4" (SDR-26)                                             | LF   | 300      | 12.20            | 3,660.00            |
| 5                            | Lift Station Fencing 8' Cedar Fence Include 2-8' Gates                 | LF   | 120      | 18.00            | 2,160.00            |
|                              |                                                                        |      |          | <b>Subtotal:</b> | <b>54,230.00</b>    |
| III.                         | <b>Drainage Improvements (City of San Juan)</b>                        |      |          |                  |                     |
| 1                            | Drain Ditch Excavation                                                 | CY   | 5,022    | 2.80             | 14,061.60           |
| 2                            | Regrade Roadside Ditch                                                 | LF   | 522      | 3.50             | 1,827.00            |
| 3                            | Rip-Rap (One Side)                                                     | EA   | 3        | 1,400.00         | 4,200.00            |
|                              |                                                                        |      |          | <b>Subtotal:</b> | <b>20,088.60</b>    |
| IV.                          | <b>Paving Improvements (City of San Juan)</b>                          |      |          |                  |                     |
| 1                            | Handicap Ramps                                                         | EA   | 2        | 785.00           | 1,570.00            |
| 2                            | Sidewalk                                                               | LF   | 522      | 22.00            | 11,484.00           |
|                              |                                                                        |      |          | <b>Subtotal:</b> | <b>13,054.00</b>    |
|                              |                                                                        |      |          | <b>Total:</b>    | <b>\$ 91,279.60</b> |



P.E.

4-1-21

**OC DEVELOPMENT LTD**

2912 S. Jackson Rd  
McAllen, TX 78503  
956-800-1333

**LONE STAR NATIONAL BANK**  
88-1168/1149

**4556**

4/6/2021

PAY TO THE  
ORDER OF City of San Juan

Ninety-One Thousand Two Hundred Seventy-Nine and 60/100 \*\*\*\*\* \$ \*\*91,279.60

City of San Juan

DOLLARS

MEMO

Vork - Valley Ranch

CITY OF SAN JUAN

Pay Online - [www.cityofsanjuantexas.com](http://www.cityofsanjuantexas.com)  
Pay By Phone - (844) 341-1635  
Drive Thru Hours 8:30am - 4:30pm

DATE : 4/23/2021 4:10 PM  
OPER : NM  
TERM : 7  
REF# : R01427828

141.0000 ZONING PERMITS 91279.60  
OC DEVELOPMENT VALLEY RANCH SUBDIVISION

Paid By: OC DEVELOPMENT VALLEY RANCH SUBD  
2CK 91279.60 REF: 4556

APPLIED 91279.60  
TENDERED 91279.60  
CHANGE 0.00



*[Signature]*  
AUTHORIZED SIGNATURE

4556 11491168 3625007487

|                                                                     |               |                            |
|---------------------------------------------------------------------|---------------|----------------------------|
| Name: <u>OC Development, LTD</u>                                    |               | Date: <u>4/22/21</u>       |
| Subdivision: <u>Valley Ranch Subdivision</u>                        |               | Total: <u>\$142,800.01</u> |
| Transaction Code: 141                                               |               |                            |
| Conditional Use Permit Application                                  | \$300.00      | 10.3400.1350               |
| Re-zoning Application                                               | \$300.00      | 10.3400.1350               |
| Variance Request Application                                        | \$300.00      | 10.3400.1350               |
| Subdivision Application                                             |               |                            |
| Preliminary Plat Approval                                           | \$300.00      | 10.3400.1300               |
| Final Plat Approval                                                 | \$50.00/ acre | 10.3400.1300               |
| 4% Inspection Fee                                                   |               | 10.2090.9020               |
| Park Fee Code 141 <u>OK-4563</u>                                    | \$25,350.00   | 26.3700.1600               |
| Street Signs                                                        |               | 10.3400.1326               |
| Environmental Testing                                               |               | 10.3400.1126               |
| Zoning Questionnaires/Letters                                       |               | 10.3400.1301               |
| Miscellaneous Escrow Code: <u>76-2090</u>                           | \$91,279.60   | <u>76-2090-9053</u>        |
| Escrow Code: <u>76-2090</u> \$ <u>26,170.50</u> <u>76-2090-9054</u> |               |                            |



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (“MOU”) by and between the McAllen, Pharr, San Juan and Edinburg Fire Departments for Purposes of Identifying the Parties’ Respective Roles and Responsibilities Associated with Emergency Response to Incidents on Interstate 2 and Interstate 69 Central During the Course of Roadway Construction for the Pharr Interchange Project.

---

**STAFF COMMENTS AND RECOMMENDATIONS:**

This memorandum of understanding (“MOU”) by and between the McAllen, Pharr, San Juan and Edinburg Fire Departments for purposes of identifying the parties’ respective roles and responsibilities associated with emergency response to incidents on Interstate 2 and Interstate 69 Central during the course of roadway construction for the Pharr Interchange Project. The MOU will delineate the roles and responsibilities of each participating fire department. The mutual cooperation between all parties is in the best interest of the citizens in need of emergency services by improving response times that have been reduced due to construction of the Pharr Interchange Project, which impacts all the jurisdictions that are party to this MOU.

**RECOMMENDATION:**

Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (“MOU”) by and between the McAllen, Pharr, San Juan and Edinburg Fire Departments for Purposes of Identifying the Parties’ Respective Roles and Responsibilities Associated with Emergency Response to Incidents on Interstate 2 and Interstate 69 Central During the Course of Roadway Construction for the Pharr Interchange Project.

**PREPARED BY:**

Tirso Garza, Fire  
Chief

**APPROVED BY:**

Benjamin Arjona, City  
Manager

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**McALLEN, PHARR, SAN JUAN AND EDINBURG**  
**FIRE DEPARTMENTS**

This memorandum of understanding (“**MOU**”) by and between the McAllen, Pharr, San Juan and Edinburg Fire Departments for purposes of identifying the parties’ respective roles and responsibilities associated with emergency response to incidents on Interstate 2 and Interstate 69 Central during the course of roadway construction for the Pharr Interchange Project.

**WHEREAS**, the participating fire departments in this MOU will operate under the provisions for mutual aid authorized by Chapter 418.109 (d) of the Texas Local Government Code; and

**WHEREAS**, the MOU will delineate the roles and responsibilities of each participating fire department; and

**WHEREAS**, the mutual cooperation between all parties is in the best interest of the citizens in need of emergency services by improving response times that have been reduced due to construction of the Pharr Interchange Project, which impacts all the jurisdictions that are party to this MOU;

**NOW THEREFORE, BE IT RESOLVED** that the parties hereby agree as follows for the mutual benefit of all:

**MUTUAL AID RESPONSE SEGMENT**

Section 1. The City of Pharr Fire Department will provide mutual aid for motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services for the following section of Interstate 2 outside of Pharr’s jurisdiction:

- a. Westbound Main Lanes of Interstate 2 between Jackson Road and McColl Road.
- b. Eastbound Main Lanes of Interstate 2 between Veterans Road and Ceasar Chavez Road.

Section 2. The City of McAllen Fire Department will provide mutual aid for motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services for the following sections of Interstate 2 outside of McAllen’s jurisdiction:

- a. Eastbound Main Lanes of Interstate 2 between Jackson Road and Ceasar Chavez Road

Section 3. The City of San Juan Fire Department will provide mutual aid for motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services for the following sections of Interstate 2 and Interstate 69 Central outside of San Juan's jurisdiction:

- a. Westbound Main Lanes of Interstate 2 between Veterans Road and McColl Road.
- b. Northbound Main Lanes of Interstate 69 Central between Interstate 2 and Nolana Loop.

Section 4. The City of Edinburg Fire Department will provide mutual aid for motor vehicle accidents, vehicles fires, grass fires, medical calls or a request for other emergency services for the following sections of Interstate 69 Central outside of Edinburg's jurisdiction:

- a. Southbound Main Lanes of Interstate 69 Central between Owassa Road and Interstate 2.

#### **RESPONSIBILITY OF AUTHORITY HAVING PRIMARY JURISDICTION**

Section 1. The authority having primary jurisdiction for emergency response shall still be obligated to respond to the emergency incident on the roadway segment within their response area.

Section 2. In the event the jurisdiction requested to provide mutual aid does not have the resources available to answer the request, the agency is under no obligation to respond to the incident and may decline the request.

Section 3. All the jurisdictions party to the MOU agree, to the extent possible, to implement dispatching protocols and equipment that will allow for simultaneous notification of the multiple departments requested to respond to an emergency incident.

#### **TERM OF MOU**

This memorandum of understanding will remain in effect until construction of the Pharr Interchange Project improvements are substantially complete or all parties agree that mutual aid is no longer needed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

**CITY OF McALLEN FIRE DEPT**

By: \_\_\_\_\_  
Name: James Schultz  
Title: Fire Chief

**CITY OF PHARR FD FIRE DEPT**

By: \_\_\_\_\_  
Name: Pilar Rodriguez, PE  
Title: Fire Chief

**CITY OF SAN JUAN FD FIRE DEPT**

By: \_\_\_\_\_  
Name: Tirso Garza  
Title: Fire Chief

**CITY OF EDINBURG FIRE DEPT**

By: \_\_\_\_\_  
Name: Shawn Snider  
Title: Fire Chief



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Discussion and Possible Action to Authorize the City Manager to Execute a Renewal of the Asset Management Agreement with BuyBoard Vendor Maguire Iron, Inc. to Include the North, South and South East Elevated Storage Tanks, and the Claticones and Ground Storage Tanks at Water Plant 2 and the Clearwells at Water Plant 1 and Authorized the Mayor to Execute all Related Document and Budget Amendment as Needed.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

March 27, 2018 the City Commission Authporized the City manager to Enter Into an Asset Management Agreement with BuyBoard Vendor Maguire Iron, Inc. The Agreement is for the Full Service Maintenance of the Elvated Storage Tanks. Staff is Recommending the Renewal of the Agrrement to Include the Claricones and Ground Storage Tanks at Water Plant 2 and to Include the Clearwells at Water Plant 1.

The Agreement Would be for a Period of 14 years as long as Commission Appropriates Funds for a Total Amount of \$2,965,067.00 Paid Annually per the schedule included in attachments. The First Payment Would be \$167,815. Included in Budget.

**RECOMMENDATION:**

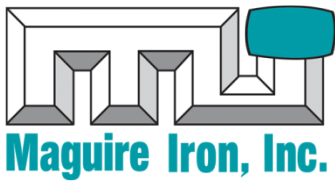
Staff Recommends Approval.

**PREPARED BY:**

David Salinas,  
Director of Utilities

**APPROVED BY:**

Benjamin Arjona, City  
Manager



## CONTRACT FOR SERVICES

This contract made and entered into this 27 day of December, 2021, by and between SAN JUAN, TX - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### 1MMG Clearwell #2

#### WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

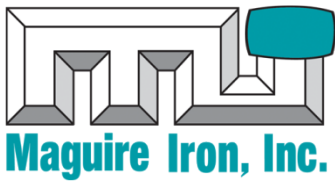
#### Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

#### Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 37,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.



# WATER TOWER EXPERTS

✉ info@maguireiron.com  
📍 1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
☎ (605) 334-9749

**Terms:** Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

**HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: SAN JUAN, TX - CITY OF

By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

**MAGUIRE IRON, INC.**

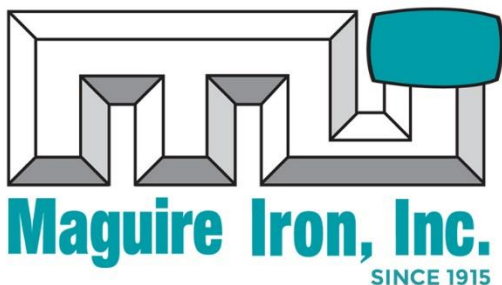
By: Michael Bruck 12/27/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*



**Schedule A: Cost Schedule**

| SAN JUAN, TX - CITY OF GST/STP/PT 1009 |                   |              |
|----------------------------------------|-------------------|--------------|
| Year                                   | Service           | Annual Spend |
| Year: 1                                | Visual Inspection | \$1,000.00   |
| Year: 2                                | Visual Inspection | \$1,000.00   |
| Year: 3                                | Clean Out / ROV   | \$10,000.00  |
| Year: 4                                | Visual Inspection | \$1,000.00   |
| Year: 5                                | Visual Inspection | \$1,000.00   |
| Year: 6                                | Clean Out / ROV   | \$10,000.00  |
| Year: 7                                | Visual Inspection | \$1,000.00   |
| Year: 8                                | Visual Inspection | \$1,000.00   |
| Year: 9                                | Clean Out / ROV   | \$10,000.00  |
| Year: 10                               | Visual Inspection | \$1,000.00   |



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**  
**1,000,000 Gallon Composite Tank**

**San Juan, TX**

December 14, 2021



## FULL-SERVICE MAINTENANCE PLAN CONTRACT

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### 1. SCOPE:

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other “Acts of God”; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner’s employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner’s control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner’s use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner’s employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.



**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

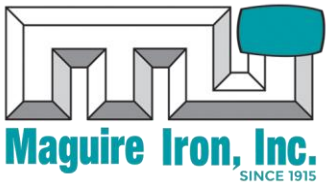
This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).



**14. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

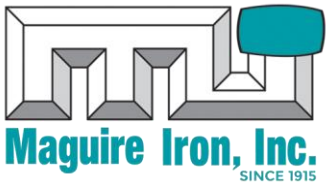
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

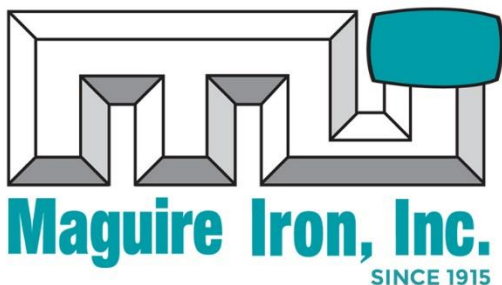


## WATER TOWER EXPERTS



info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**

**100,000 Gallon Claricone #1**

**San Juan, TX**

December 14, 2021

**MAGUIREIRON.COM**



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.



**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

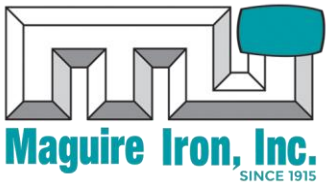
This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

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This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).



**14. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

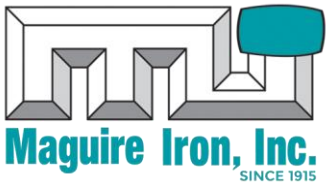
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

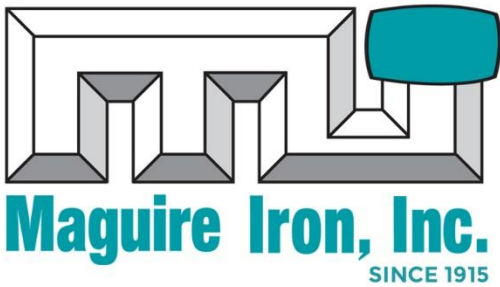


## WATER TOWER EXPERTS

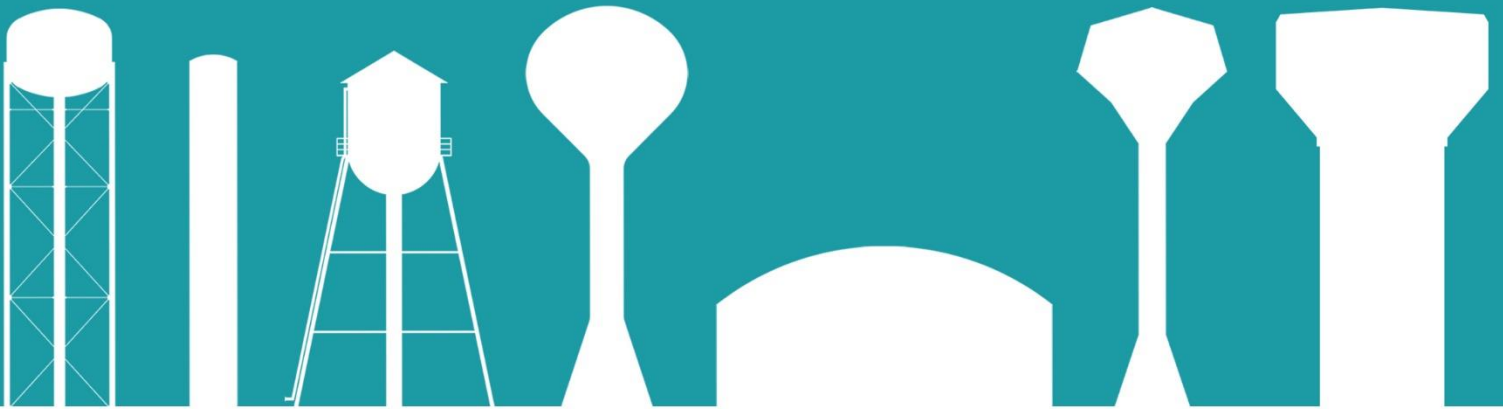


info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

### Insurance Certificates



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**  
**100,000 Gallon Claricone #2**



## **San Juan, TX**

December 14, 2021

### **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company". This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

#### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The



need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be





responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS



OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.

**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

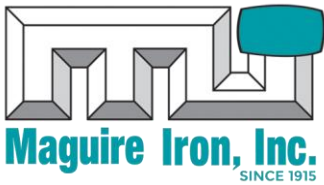
This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of



the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

#### 14. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

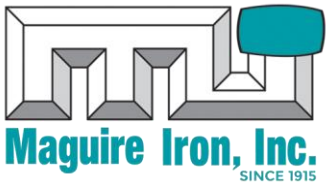
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
Upon acceptance, please provide two (2) signatures and date the agreement.

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

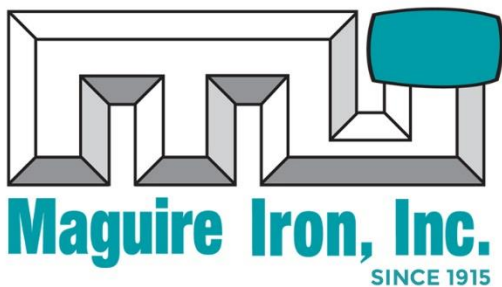


## WATER TOWER EXPERTS



info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**

**100,000 Gallon Claricone #3**

**San Juan, TX**

December 14, 2021

**MAGUIREIRON.COM**



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
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- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other “Acts of God”; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner’s employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner’s control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner’s use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner’s employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

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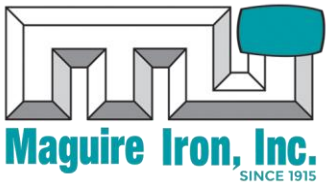
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In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

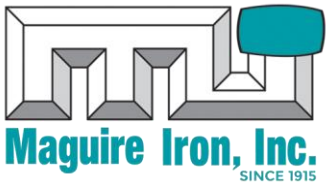
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

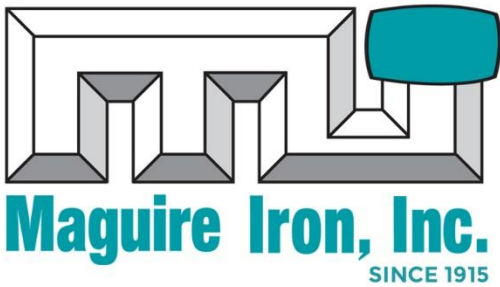


## WATER TOWER EXPERTS

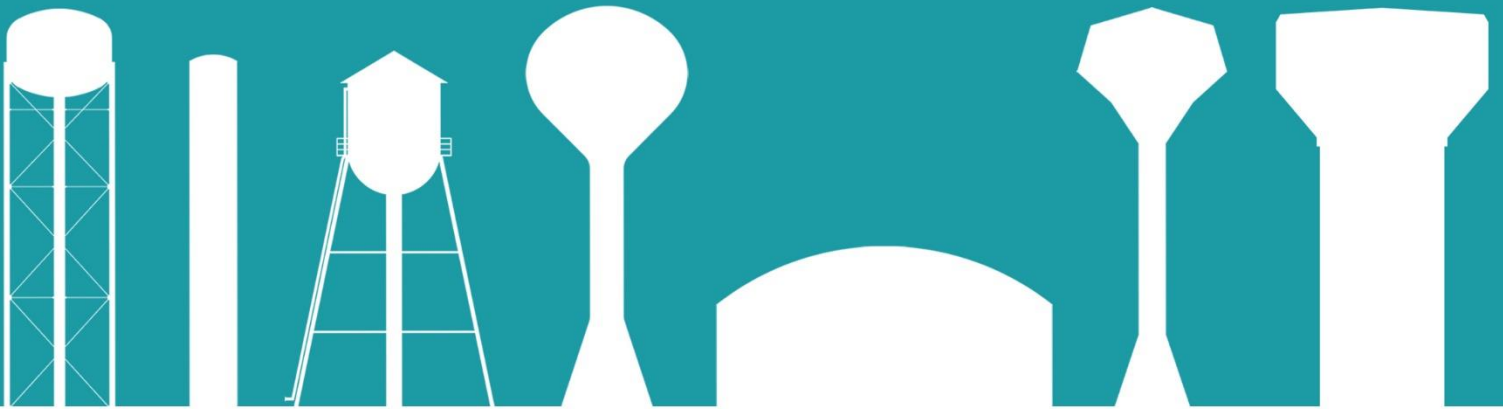


info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

### Insurance Certificates



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**  
**100,000 Gallon Claricone #4**



## **San Juan, TX**

December 14, 2021

### **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

#### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The



need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be





responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS



OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.

**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

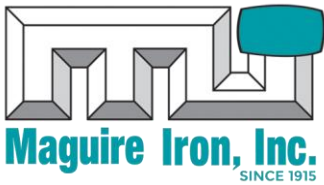
This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of



the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

#### 14. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

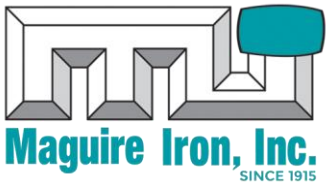
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
Upon acceptance, please provide two (2) signatures and date the agreement.

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

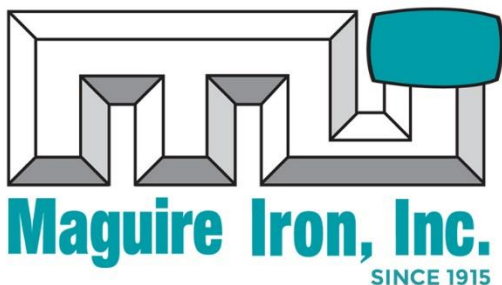


## WATER TOWER EXPERTS



info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

### Insurance Certificates



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**  
**250,000 Gallon North Elevated Tank**

**San Juan, TX**

December 14, 2021



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.





- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

## 2. INSURANCE:

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. TERM:

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.



**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

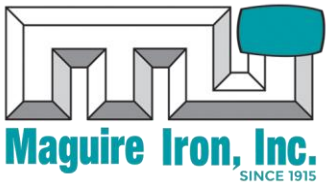
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**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).



**14. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

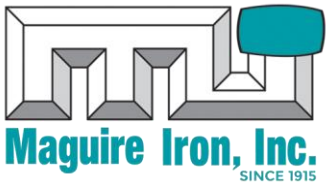
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

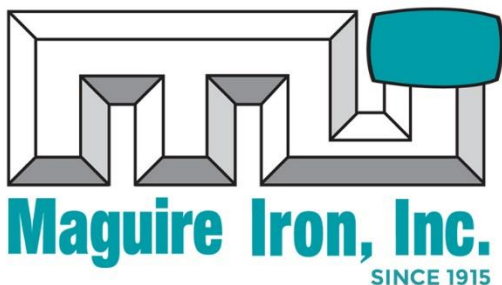


## WATER TOWER EXPERTS



info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**  
**300,000 Gallon South Elevated Tank**

**San Juan, TX**

December 14, 2021



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
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## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





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The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

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C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

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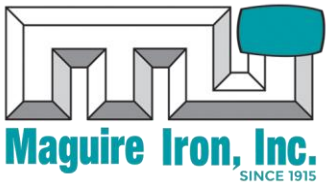
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If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).



**14. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

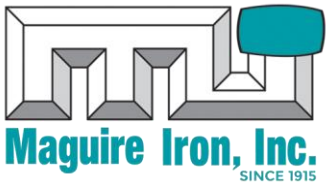
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**

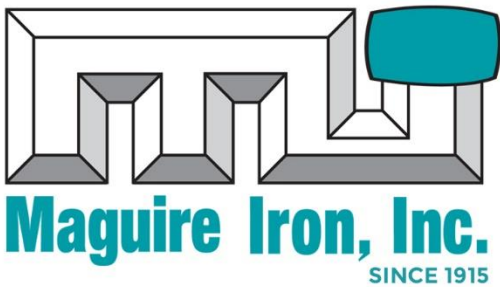


## WATER TOWER EXPERTS

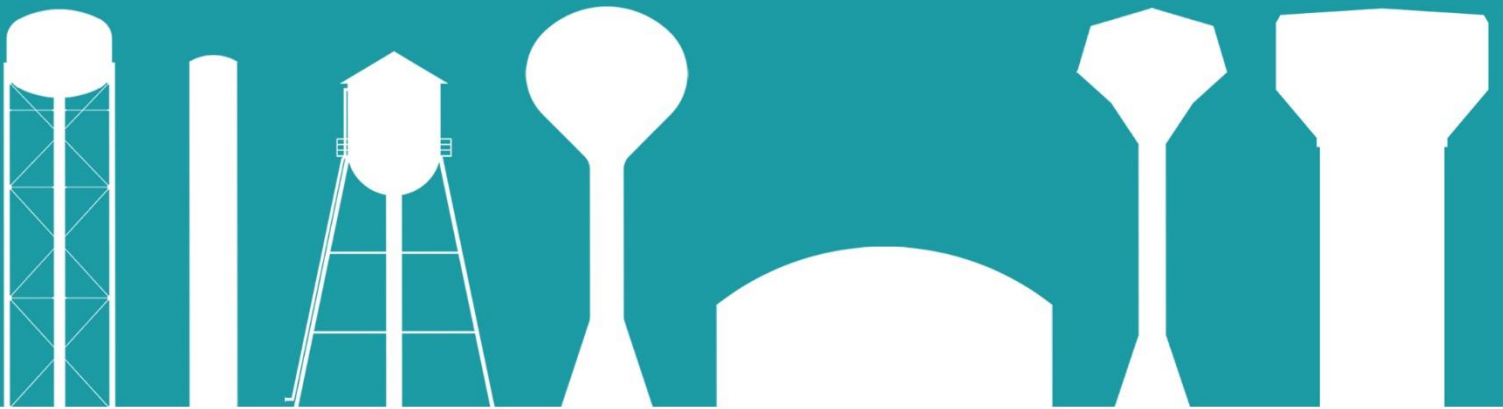


info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**

**500,000 GST #1**

**San Juan, TX**

December 14, 2021



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
- c. Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.



- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other “Acts of God”; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner’s employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner’s control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner’s use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner’s employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.



**9. DISPUTE RESOLUTION/NEUTRAL PARTY**

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

**10. MISCELLANEOUS:**

No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**11. ENTIRE AGREEMENT:**

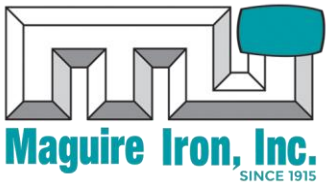
This Agreement constitute the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

**12. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**13. VISUAL INSPECITON DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).



**14. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

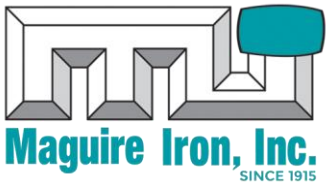
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

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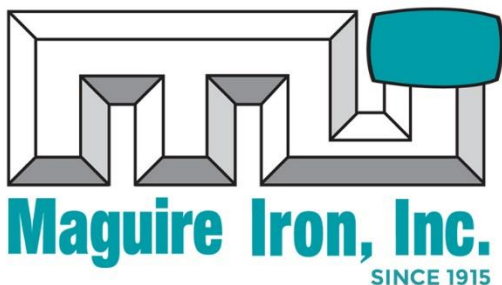


## WATER TOWER EXPERTS



info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**



# FULL-SERVICE MAINTENANCE PLAN



**SAN JUAN, TX – CITY OF**

**500,000 GST #2**

**San Juan, TX**

December 14, 2021



## **FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this 14 day of December, 2021, by and between SAN JUAN, TX, CITY OF, hereinafter referred to in this Agreement as “Owner”, and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as “the Company”. This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Water Tower(s) by the Company as outlined in **Schedule A**.

### **1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above described water storage tanks. Care and maintenance shall include the following:

- a. Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.
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- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other “Acts of God”; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner’s employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner’s control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner’s use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this Agreement; (12) negligent acts of Owner’s employees, agents or contractors in the operation of the water system.

## 2. **INSURANCE:**

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

## 3. **TERM:**

This agreement shall be for one year and automatically renews annually on the contract execution date. The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.





**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. **Payment Options:** \_\_\_\_\_ Quarterly, \_\_\_\_\_ Semi-annually, or **X** Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

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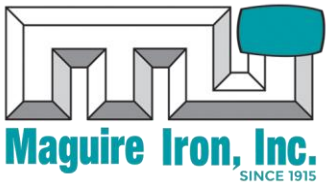
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In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet future obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The Owner hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Owner hereto also agrees to remit final payment of all services performed through the date of termination. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Owner: **City of San Juan, TX**

**MAGUIRE IRON, INC.**

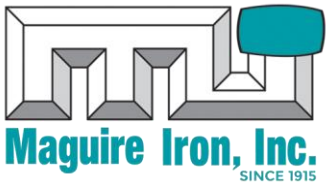
By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Michael Bruck 12/14/2021  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

**Maguire Iron, Inc. is an Awarded and Approved Vendor of the Interlocal Purchasing System (TIPS), under the contract number 200201.**



## WATER TOWER EXPERTS

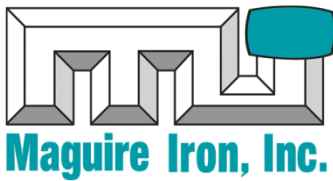


info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

**Insurance Certificates**

| San Juan, TX                        |                                    |                   |                    |                    |                   |                    |                    |                   |                    |                                  |                                           |                    |                     |                     |
|-------------------------------------|------------------------------------|-------------------|--------------------|--------------------|-------------------|--------------------|--------------------|-------------------|--------------------|----------------------------------|-------------------------------------------|--------------------|---------------------|---------------------|
| Schedule A -- Work and Fee Schedule |                                    |                   |                    |                    |                   |                    |                    |                   |                    |                                  |                                           |                    |                     |                     |
| Tank                                | 2022                               | 2023              | 2024               | 2025               | 2026              | 2027               | 2028               | 2029              | 2030               | 2031                             | 2032                                      | 2033               | 2034                | 2035                |
|                                     | Year 1                             | Year 2            | Year 3             | Year 4             | Year 5            | Year 6             | Year 7             | Year 8            | Year 9             | Year 10                          | Year 11                                   | Year 12            | Year 13             | Year 14             |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection                | Interior Renovation & Exterior Renovation | Visual Inspection  | Visual Inspection   | Washout Inspection  |
| 500MG GST # 1                       | \$19,372                           | \$20,147          | \$20,953           | \$21,791           | \$22,663          | \$23,569           | \$24,512           | \$25,493          | \$26,512           | \$27,573                         | \$28,676                                  | \$29,823           | \$31,016            | \$32,256            |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection                | Interior Renovation & Exterior Renovation | Visual Inspection  | Visual Inspection   | Washout Inspection  |
| 500MG GST # 2                       | \$19,372                           | \$20,147          | \$20,953           | \$21,791           | \$22,663          | \$23,569           | \$24,512           | \$25,493          | \$26,512           | \$27,573                         | \$28,676                                  | \$29,823           | \$31,016            | \$32,256            |
| Schedule of Work                    | Exterior Repairs and Paint touchup | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection                | Exterior Renovation & Repairs             | Visual Inspection  | Visual Inspection   | Interior Renovation |
| 1MMG Composite                      | \$36,630                           | \$38,095          | \$39,619           | \$41,204           | \$42,852          | \$44,566           | \$46,348           | \$48,202          | \$50,131           | \$52,136                         | \$54,221                                  | \$56,390           | \$58,646            | \$60,991            |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Visual Inspection  | Exterior Renovation              | Visual Inspection                         | Visual Inspection  | Interior Renovation | Visual Inspection   |
| North Tower 250MG EST               | \$15,740                           | \$18,733          | \$20,017           | \$20,697           | \$21,405          | \$22,142           | \$22,907           | \$23,704          | \$24,532           | \$25,513                         | \$26,534                                  | \$27,595           | \$28,699            | \$29,847            |
| Schedule of Work                    | Washout Inspection                 | Visual Inspection | Visual Inspection  | Washout Inspection | Visual Inspection | Visual Inspection  | Washout Inspection | Visual Inspection | Visual Inspection  | Visual Inspection                | Interior and Exterior Renovation          | Visual Inspection  | Visual Inspection   | Washout Inspection  |
| South Tower 300MG EST               | \$17,160                           | \$22,231          | \$23,686           | \$24,458           | \$25,260          | \$26,095           | \$26,962           | \$27,865          | \$28,803           | \$29,955                         | \$31,153                                  | \$32,399           | \$33,695            | \$35,043            |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Visual Inspection  | Interior and Exterior Renovation | Visual Inspection                         | Visual Inspection  | Washout Inspection  | Visual Inspection   |
| Claricones (4)                      | \$57,541                           | \$59,843          | \$62,236           | \$64,726           | \$67,315          | \$70,007           | \$72,808           | \$75,720          | \$78,749           | \$81,899                         | \$85,175                                  | \$88,582           | \$92,125            | \$95,810            |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection                | Visual Inspection                         | Washout Inspection | Visual Inspection   | Visual Inspection   |
| Clarifier #1 -- 250MG Reservoir     | \$1,000                            | \$1,000           | \$2,000            | \$1,000            | \$1,000           | \$2,000            | \$1,000            | \$1,000           | \$2,000            | \$1,000                          | \$1,000                                   | \$2,000            | \$1,000             | \$1,000             |
| Schedule of Work                    | Visual Inspection                  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection  | Visual Inspection | Washout Inspection | Visual Inspection                | Visual Inspection                         | Washout Inspection | Visual Inspection   | Visual Inspection   |
| Clarifier #2 -- 1MMG Reservoir      | \$1,000                            | \$1,000           | \$10,000           | \$1,000            | \$1,000           | \$10,000           | \$1,000            | \$1,000           | \$10,000           | \$1,000                          | \$1,000                                   | \$10,000           | \$1,000             | \$1,000             |
| Combined Total                      | \$167,815                          | \$181,196         | \$199,464          | \$196,667          | \$204,157         | \$221,949          | \$220,049          | \$228,476         | \$247,239          | \$246,648                        | \$256,434                                 | \$276,612          | \$277,196           | \$288,204           |
| Monthly Total                       | \$13,985                           | \$15,100          | \$16,622           | \$16,389           | \$17,013          | \$18,496           | \$18,337           | \$19,040          | \$20,603           | \$20,554                         | \$21,370                                  | \$23,051           | \$23,100            | \$24,017            |

Note: 2022 payment for the North Elevated tank and the South Elevated tank reflect the last of 5 equal payments from separate contracts executed in May 2018.



## CONTRACT FOR SERVICES

This contract made and entered into this 27 day of December, 2021, by and between SAN JUAN, TX - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### Clearwell 1 - 500MG

#### WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

#### Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ 13,000.00 plus applicable sales, excise, and/or use tax shall become due and payable in full.







**Schedule A: Cost Schedule**

| SAN JUAN, TX - CITY OF GST/STP/PT 220 |                   |              |
|---------------------------------------|-------------------|--------------|
| Year                                  | Service           | Annual Spend |
| Year: 1                               | Visual Inspection | \$1,000.00   |
| Year: 2                               | Visual Inspection | \$1,000.00   |
| Year: 3                               | Clean Out / ROV   | \$2,000.00   |
| Year: 4                               | Visual Inspection | \$1,000.00   |
| Year: 5                               | Visual Inspection | \$1,000.00   |
| Year: 6                               | Clean Out / ROV   | \$2,000.00   |
| Year: 7                               | Visual Inspection | \$1,000.00   |
| Year: 8                               | Visual Inspection | \$1,000.00   |
| Year: 9                               | Clean Out / ROV   | \$2,000.00   |
| Year: 10                              | Visual Inspection | \$1,000.00   |

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Discussion and Possible Action Regarding Hidalgo County Elections Department Request for Early Voting/Election Day Polling Location of The San Juan Fire Station #2 and The San Juan Memorial Library for Primary Election, Local Entities Election, Primary Runoff Election, General Election and General Runoff.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The Hidalgo County Elections Department is requesting the San Juan Fire Station No.2 and the San Juan Memorial Library for the 2022 Election Cycle Primary Election.

**RECOMMENDATION:**

Approved as Recommended by City Commission.

**PREPARED BY:**

Nayeli Guerrero,  
Records Manager

**APPROVED BY:**

Benjamin Arjona, City  
Manager

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January 5, 2022

Diana Cavazos, City Secretary City of San Juan  
709 S. Nebraska Ave, San Juan, TX  
Via: dcavazos@sjtx.us



**RE: 2022 Election Cycle Polling Locations for Early Voting and/or Election Day**

Dear Ms. Cavazos,

We are requesting the use of your facility/facilities as an Early Voting and/or Election Day polling location(s) for the upcoming 2022 Election Cycle. Please review the dates below and add to your calendar. Please note that your location might not be utilized during the Local Entities Election(s) if your entity is not on the ballot or requested by another entity.

I will send reminder emails as each election approaches, but if you have any questions or concerns, please feel free to reach out at any time.

**Upcoming 2022 Elections**

| <b>Election</b>                      | <b>Early Voting</b>           | <b>Election Day</b>      |
|--------------------------------------|-------------------------------|--------------------------|
| Primary Election                     | Feb. 14, 2022 – Feb. 25, 2022 | Tuesday March 1, 2022    |
| Local Entities Election              | Apr. 25, 2022 – May 3, 2022   | Saturday May 7, 2022     |
| Primary Runoff Election              | May 16, 2022 – May 20, 2022   | Tuesday May 24, 2022     |
| Local Entities Election              | May 30, 2022 – June 7, 2022   | Saturday June 11, 2022   |
| General Election                     | Oct. 24, 2022 – Nov. 4, 2022  | Tuesday November 8, 2022 |
| General Runoff (Local Entities ONLY) | Nov. 21, 2022 – Dec. 2, 2022  | Tuesday December 6, 2022 |

Please complete the separate request form and return by fax, or email by **January 10, 2022**. I know this may require approval from your board, but if you could provide an email response confirming the use of the location(s), that will allow us to continue with our preparation for the Primary Election.

We truly appreciate you and the partnership we have in providing great polling locations to the voters of Hidalgo County.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Eberto A. Gauna

Coordinator III

Office: (956)318-2570 ext. 5730

Fax: (956) 393-2039

Email: [eberto.gauna@co.hidalgo.tx.us](mailto:eberto.gauna@co.hidalgo.tx.us)

Visit our website <https://www.hidalgocounty.us/105/Elections-Department>

*Register & Vote!*



## 2022 Election Cycle Early Voting and/or Election Day Polling Location Request Form

|                                                                                              |                                            |                                            |
|----------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|
| <b>Facility Requested:</b> San Juan Fire Station #2 – 2301 N. Raul Longoria Rd. San Juan, TX |                                            |                                            |
| <b>Designated Voting Area</b>                                                                | <b><u>Early Voting</u></b><br>Meeting Room | <b><u>Election Day</u></b><br>Meeting Room |

| Contact Information |       |        |  |
|---------------------|-------|--------|--|
| Contact #1          | Name: | Title: |  |
| Phone #:            |       | Email: |  |
| Contact #2          | Name: | Title: |  |
| Phone #:            |       | Email: |  |
| Contact #3          | Name: | Title: |  |
| Phone #:            |       | Email: |  |

| Please check ALL that apply                                                          | YES        | NO        |
|--------------------------------------------------------------------------------------|------------|-----------|
| Is the Hidalgo County Elections Department authorized to use this facility?          |            |           |
| Can the following be provided:                                                       | <b>YES</b> | <b>NO</b> |
| • Tables and Chairs                                                                  |            |           |
| • Facility restrooms (stocked with hand soap, paper towels, and toilet paper)        |            |           |
| • Water fountains                                                                    |            |           |
| • Breakroom, if available                                                            |            |           |
| • Parking for Election Judge and Clerks                                              |            |           |
| Has the staff of the building been informed of the usage for this upcoming election? |            |           |

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE**

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

[eberto.gauna@co.hidalgo.tx.us](mailto:eberto.gauna@co.hidalgo.tx.us)





## 2022 Election Cycle Polling Location Safety Questionnaire

### Polling Location Safety and Emergency Management

| <b>Contact Information</b>                                             |        |
|------------------------------------------------------------------------|--------|
| Building Coordinator/Manager/Director                                  | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact if structural changes are needed for Accessibility.</i> |        |
| Director of Maintenance or Facilities                                  | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact if structural changes are needed for Accessibility.</i> |        |
| Contact #1 (Key Holder)                                                | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact to gain access to the building if locked.</i>           |        |
| Contact #2 (Key Holder)                                                | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact to gain access to the building if locked.</i>           |        |

| <b>Safety Information</b>                              |                              |                             |  |
|--------------------------------------------------------|------------------------------|-----------------------------|--|
| Law Enforcement Department                             | Entity:                      |                             |  |
| Contact #1:                                            | Contact #2:                  |                             |  |
| <i>Law enforcement that responds to this location.</i> |                              |                             |  |
| Security Present at Location <i>(Check one please)</i> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |  |
| Schedule:                                              | Entity:                      |                             |  |
| Fire Department                                        | Entity:                      |                             |  |
| <i>Fire Department that responds to this location.</i> |                              |                             |  |
| Fire Extinguisher Present                              | YES <input type="checkbox"/> | NO <input type="checkbox"/> |  |

| <b>Requested Documents</b>                                        |                              |                             |
|-------------------------------------------------------------------|------------------------------|-----------------------------|
| Fire Exit Map available for Voting Area <i>(Check one please)</i> | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Additional Emergency Procedures <i>(Check one please)</i>         | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| <i>Please attach ALL documents if available</i>                   |                              |                             |
| <i>Schools please submit ALL Emergency Procedures Available.</i>  |                              |                             |



## 2022 Election Cycle Polling Location Safety Questionnaire COVID-19

| <b>COVID-19 Supplemental Information and PPE Disposal &amp; Facility Management</b> | <b>YES</b> | <b>NO</b> |
|-------------------------------------------------------------------------------------|------------|-----------|
| 1. Will the designated voting area be cleared out for poll worker setup?            |            |           |
| 2. Will you be providing trash cans and trash bags at the polling location?         |            |           |
| 3. Can your facilities management visit twice daily to dispose of trash?            |            |           |
| a. If <b>NO</b> , how many times can they visit?                                    |            |           |

| <b>COVID-19 Facility Protocols</b> <small>Note: This would only apply to Hidalgo County Elections Staff</small> | <b>YES</b> | <b>NO</b> |
|-----------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1. Is there a check in process required for Cage drop-off or pick-up? Please fill below.                        |            |           |
| 2. Is there a designated entry for us to use?                                                                   |            |           |
| 3. Can you provide a list of procedures to better prepare for the delivery of supplies?<br>If applicable.       |            |           |
| If there is additional information to provide, please list below or attach to return.                           |            |           |
|                                                                                                                 |            |           |



## 2022 Election Cycle Early Voting and/or Election Day Polling Location Request Form

|                                                                                           |                                                |                                                |
|-------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|
| <b>Facility Requested:</b> San Juan Memorial Library – 1010 S. Standard Ave. San Juan, TX |                                                |                                                |
| <b>Designated Voting Area</b>                                                             | <b><u>Early Voting</u></b><br>Multi Purpose Rm | <b><u>Election Day</u></b><br>Multi Purpose Rm |

| Contact Information |       |        |  |
|---------------------|-------|--------|--|
| Contact #1          | Name: | Title: |  |
| Phone #:            |       | Email: |  |
| Contact #2          | Name: | Title: |  |
| Phone #:            |       | Email: |  |
| Contact #3          | Name: | Title: |  |
| Phone #:            |       | Email: |  |

| Please check ALL that apply                                                          | YES        | NO        |
|--------------------------------------------------------------------------------------|------------|-----------|
| Is the Hidalgo County Elections Department authorized to use this facility?          |            |           |
| Can the following be provided:                                                       | <b>YES</b> | <b>NO</b> |
| • Tables and Chairs                                                                  |            |           |
| • Facility restrooms (stocked with hand soap, paper towels, and toilet paper)        |            |           |
| • Water fountains                                                                    |            |           |
| • Breakroom, if available                                                            |            |           |
| • Parking for Election Judge and Clerks                                              |            |           |
| Has the staff of the building been informed of the usage for this upcoming election? |            |           |

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE**

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

[eberto.gauna@co.hidalgo.tx.us](mailto:eberto.gauna@co.hidalgo.tx.us)





## 2022 Election Cycle Polling Location Safety Questionnaire

### Polling Location Safety and Emergency Management

| <b>Contact Information</b>                                             |        |
|------------------------------------------------------------------------|--------|
| Building Coordinator/Manager/Director                                  | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact if structural changes are needed for Accessibility.</i> |        |
| Director of Maintenance or Facilities                                  | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact if structural changes are needed for Accessibility.</i> |        |
| Contact #1 (Key Holder)                                                | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact to gain access to the building if locked.</i>           |        |
| Contact #2 (Key Holder)                                                | Name:  |
| Phone Number:                                                          | Email: |
| <i>May contact to gain access to the building if locked.</i>           |        |

| <b>Safety Information</b>                              |                              |                             |  |
|--------------------------------------------------------|------------------------------|-----------------------------|--|
| Law Enforcement Department                             | Entity:                      |                             |  |
| Contact #1:                                            | Contact #2:                  |                             |  |
| <i>Law enforcement that responds to this location.</i> |                              |                             |  |
| Security Present at Location (Check one please)        | YES <input type="checkbox"/> | NO <input type="checkbox"/> |  |
| Schedule:                                              | Entity:                      |                             |  |
| Fire Department                                        | Entity:                      |                             |  |
| <i>Fire Department that responds to this location.</i> |                              |                             |  |
| Fire Extinguisher Present                              | YES <input type="checkbox"/> | NO <input type="checkbox"/> |  |

| <b>Requested Documents</b>                                       |                              |                             |
|------------------------------------------------------------------|------------------------------|-----------------------------|
| Fire Exit Map available for Voting Area (Check one please)       | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Additional Emergency Procedures (Check one please)               | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| <i>Please attach ALL documents if available</i>                  |                              |                             |
| <i>Schools please submit ALL Emergency Procedures Available.</i> |                              |                             |



## 2022 Election Cycle Polling Location Safety Questionnaire COVID-19

| <b>COVID-19 Supplemental Information and PPE Disposal &amp; Facility Management</b> | <b>YES</b> | <b>NO</b> |
|-------------------------------------------------------------------------------------|------------|-----------|
| 1. Will the designated voting area be cleared out for poll worker setup?            |            |           |
| 2. Will you be providing trash cans and trash bags at the polling location?         |            |           |
| 3. Can your facilities management visit twice daily to dispose of trash?            |            |           |
| a. If <i>NO</i> , how many times can they visit?                                    |            |           |

| <b>COVID-19 Facility Protocols</b> <small>Note: This would only apply to Hidalgo County Elections Staff</small> | <b>YES</b> | <b>NO</b> |
|-----------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1. Is there a check in process required for Cage drop-off or pick-up? Please fill below.                        |            |           |
| 2. Is there a designated entry for us to use?                                                                   |            |           |
| 3. Can you provide a list of procedures to better prepare for the delivery of supplies?<br>If applicable.       |            |           |
| If there is additional information to provide, please list below or attach to return.                           |            |           |
|                                                                                                                 |            |           |

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Authorizing the City Manager to Enter Into a Bi-annual Inter-local Agreement between the Rio Grande Valley 911 and the City of San Juan Police Department for 911 Service.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The Rio Grande Valley 911 has referred the attached interlocal agreement to the city for review and approval. This agreement is needed in order to continue providing 911 services to our community.

The interlocal agreement with Rio Grande Valley 911 addresses planning, development, operation and provision of 911 services, the use of wire-line and wireless 911 fees and equalization surcharges. The city is responsible to operate and maintain the system and to have it insured at the cost of the city.

**RECOMMENDATION:**

Authorize the City Manager to Enter into an Inter-Local Agreement with the Rio Grande Valley 911 regarding provision of 911 services.

**PREPARED BY:**

Brenda Escalante,  
Aide

**APPROVED BY:**

Benjamin Arjona, City  
Manager

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**INTERLOCAL AGREEMENT 2022-24 BETWEEN  
THE RIO GRANDE VALLEY 9-1-1 AND  
THE CITY OF SAN JUAN POLICE DEPARTMENT  
FOR 9-1-1 SERVICE**

**SECTION 1: PARTIES AND PURPOSE**

- 1.1 The Rio Grande Valley Communication District (known as “RGV 9-1-1”) is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District’s service area encompassing Hidalgo and Willacy Counties.
- 1.2 The City of San Juan (hereinafter “Public Agency”) is a local government that operates a Public Safety Answering Point (“PSAP”) that participates in the RGV 9-1-1.
- 1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Communication District and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Communication District can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Communication District duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

**SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY**

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

**2.1 FINANCIAL/INSURANCE**

- 2.1.1 Reimburse the Rio Grande Valley Communication District for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2 The Rio Grande Valley 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Communication District, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Communication District unless an alternative repayment plan is approved by the Rio Grande Valley Communication District.

**2.2 EQUIPMENT AND INVENTORY**

- 2.2.1 The Rio Grande Valley Communication District shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).



- 2.2.2 All 9-1-1 equipment shall be tagged with identification labels.
- 2.2.3 Report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley 9-1-1 immediately upon discovery.
- 2.2.4 Notify the Rio Grande Valley 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

## **2.3 SECURITY**

- 2.3.1 Protect all the Rio Grande Valley 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.
- 2.3.3 Refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley 9-1-1.
- 2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5 The Rio Grande Valley ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- 2.3.6 Allow 24-hours access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley 9-1-1 Administrators.
- 2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.

## **2.4 MAINTENANCE**

- 2.4.1 Ensure areas, where the Rio Grande Valley 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley 9-1-1 Administrators.
- 2.4.2 Whenever possible, provide at least a two-week notice in writing to the Rio Grande Valley 9-1-1 PSAP regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3 Provide at least a 48-hour notice in writing to the Rio Grande Valley 9-1-1 before work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.4 Notify the Rio Grande Valley 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
  - a. Via telephone by calling (956) 682-3481 and/or email to [helpdesk@lrgvdc911.org](mailto:helpdesk@lrgvdc911.org)
  - b. Calling WSC (800) 414-2738 and/or email [9-1-1@wscicom.com](mailto:9-1-1@wscicom.com)

- 2.4.5 The Rio Grande Valley 9-1-1 test generators automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley 9-1-1 equipment remains functional.

## **2.5 TRAINING**

- 2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley training staff, or as determined by the Public Agency.
- 2.5.2 Notify the Rio Grande Valley 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#.
- 2.5.3 New telecommunicators shall schedule a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley 9-1-1.
- 2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.
- 2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.
- 2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.7 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.
- 2.5.8 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.
- 2.5.9 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

## **2.6 FACILITIES**

- 2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2 Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.
- 2.6.3 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.
- 2.6.4 Ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990.
- 2.6.5 Provide access to the Rio Grande Valley 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

## **2.7 MONITORING/REPORTING**

- 2.7.1 The Rio Grande Valley reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.
- 2.7.2 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement following applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by the Rio Grande Valley 9-1-1.
- 2.7.3 Cooperate fully with all reasonable monitoring requests from the Rio Grande Valley 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

## **2.8 MEDIA RELATION**

- 2.8.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

## **2.9 OPERATIONS**

- 2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley 9-1-1.
- 2.9.2 Provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at [helpdesk@lrgvdc911.org](mailto:helpdesk@lrgvdc911.org). Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.
- 2.9.3 At a minimum, provide dedicated 9-1-1 License Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:
  - PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
  - PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.
- 2.9.4 The Rio Grande Valley 9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.9.5 Notify the Rio Grande Valley 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.9.6 Report discrepancies to the Rio Grande Valley 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.9.7 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.



- 2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by the Rio Grande Valley 9-1-1 located within Public Agency's operating area.
- 2.9.10 RGV 9-1-1 call recordings is a supplemental service that is provided to the public agency. The RGV 9-1-1 maintains a 90-day retention period for 9-1-1 call recordings.
- 2.9.11 9-1-1 calls are deemed a matter of public record, and The Public Information Act makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call and manages those records.
- 2.9.12 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The RGV 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services).

### **SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY 9-1-1**

#### **3.1 FINANCIAL**

- 3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley 9-1-1 region, according to standards established and approved by the Board of Managers.
- 3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

#### **3.2 EQUIPMENT AND INVENTORY**

- 3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

#### **3.3 TRAINING**

- 3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.
- 3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

- 3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

### **3.4 MAINTENANCE**

- 3.4.1 Practice preventative maintenance on all the Rio Grande Valley 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley 9-1-1 owned or leased equipment.

### **3.5 OPERATIONS**

- 3.5.1 Inspect contingent PSAP agreements periodically.
- 3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley 9-1-1 processes for the purchase of new equipment and software.

### **3.6 CRISIS COMMUNICATIONS**

- 3.6.1 The Rio Grande Valley Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

## **SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT**

- 4.1.1 This Agreement shall take effect September 1, 2021, and shall continue until August 31, 2023, unless earlier terminated under 8.1 Early Termination of Agreement.

## **SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT**

- 5.1.1 The Rio Grande Valley Communication District may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2 The Rio Grande Valley Communication District shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Communication District may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Communication District will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Communication District on behalf of the Public Agency, according to The Rio Grande Valley Communication District Strategic Plan.

- 5.1.3 The basic 9-1-1 equipment categories are:
- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
  - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
  - Uninterruptable Power Supply (UPS)
- 5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

## **SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING**

- 6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

## **SECTION 7: RECORDS AND MONITORING**

- 7.1.1 The Rio Grande Valley Communication District is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.
- 7.1.2 The Rio Grande Valley Communication District is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

## **SECTION 8: EARLY TERMINATION OF AGREEMENT**

- 8.1.1 The Rio Grande Valley Communication District reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

## SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District:      Attn: Manuel Cruz  
1912 Joe Stephens Ave. Ste. A  
Weslaco, Texas 78599

If to Public Agency:      Attn: Mayor Mario Garza  
709 S. Nebraska St.  
San Juan, Texas 78589

## SECTION 10: GENERAL PROVISIONS

10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 **Procurement.** Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District.

- 10.1.5 **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.
- 10.1.7 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8 **Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.1.9 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



|                             |                                                                   |
|-----------------------------|-------------------------------------------------------------------|
| <b>THE CITY OF SAN JUAN</b> | <b>THE RIO GRANDE VALLEY<br/>EMERGENCY COMMUNICATION DISTRICT</b> |
|-----------------------------|-------------------------------------------------------------------|

**By: CITY OF SAN JUAN**

**By: RGV 9-1-1**

**Name: MARIO GARZA**

**Name: MANUEL CRUZ**

**Title: MAYOR**

**Title: EXECUTIVE DIRECTOR**

**Signature:**

**Signature:**

**Date:**

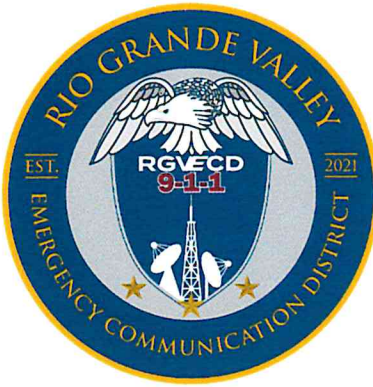
**Date:**

***Date of governing body approval:* WEDNESDAY, OCTOBER 20, 2021**

**Attachments:**

**Attachment A:** Equipment Room and Electrical





## **Attachment A - Equipment Room and Electrical Requirements**

### **Equipment Room:**

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

### **Fire Protection:**

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

### **Security Precautions:**

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

### **Temperature and Humidity Control:**

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

**Static Electricity:**

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

**Lighting:**

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

**Grounding:**

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

**Electrical:**

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Entering Into an Interlocal Agreement between the City of San Juan and Hidalgo County for Rural Emergency Services.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The San Juan Fire Department is seeking authorization to enter in an Interlocal Cooperation Agreement with Hidalgo County for set rates for all county calls in which the Fire Department responds to and provides services in our rural areas. The Fire Department averages approximately five (5) calls monthly, reports are submitted to the Hidalgo County Fire Marshal's Office for review and reimbursement on the 15th day of every month.

**RECOMMENDATION:**

Staff Recommends Approval.

**PREPARED BY:**

Brenda Escalante,  
Aide

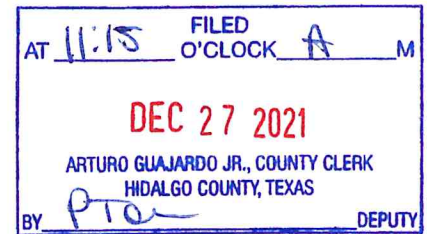
**APPROVED BY:**

Benjamin Arjona, City  
Manager

# INTERLOCAL COOPERATION AGREEMENT BETWEEN SAN JUAN AND HIDALGO COUNTY, TX

STATE OF TEXAS

COUNTY OF HIDALGO



THIS Interlocal Cooperation Agreement is made on the 14th day of December, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of San Juan, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1st day of January, 2022.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

## **1.0 TERMS**

- 1.1 This contract shall be for a period commencing on **January 1, 2022**, and shall terminate on **January 1, 2025**.
- 1.2 After **January 1, 2025**, this Contract, unless terminated as provided elsewhere, shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 **Any modifications to invoices shall be approved by both parties.** All Incident Reports should be submitted to County Fire Marshal's Office within (fifteen) 15 days of the following month and the County Fire Marshal's Office shall review all reports up to (fourteen) 14 days from date of receipt to determine approval or any adjustments agreeable to both parties prior to sending to Auditors Office for payment. Approved invoices shall be paid no later than **thirty (30) days** upon receipt of invoice by County.

- 1.6 Commencing on the 1st day of January 2022 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

## 2.0 DEFINITIONS

**BASIC FIRST AID** - Refers to the initial process of assessing and addressing the needs of someone who has been injured or is in physiological distress due to choking, minor scrapes and bruises, allergic reactions, drugs or other medical emergencies. Basic first aid allows you to quickly determine a person's physical condition and the correct course of treatment. You should always follow correct first aid procedures for it can be the difference between life and death.

**BEE ATTACK** – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) INCLUDING situations of bee removal of hazards where no attack is in progress when arriving at an emergency scene, or sustained at the time of response where firefighters are required to utilize bee suits and equipment.

**BODY RECOVERY** – Any recovery of a deceased human remains.

**CATEGORY** – All and any emergency response shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

**COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a sworn position.

**COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned.

**CHIEF DEPUTY / DEPUTY FIRE MARSHAL** – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**ENTITY** – The parent organization of a Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any regional response team/public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

**FALSE ALARM CALL** - Any emergency response to a mischievous or malicious call, or false call that requires fire personnel to investigate the scene or incident to make a determination as to whether or not there is an emergency incident. If there are multiple alarms at the same location the responding Primary/Secondary Entity shall notify the Fire Marshal's Office by the next Business Day.

**FIREFIGHTING** – Any incident upon arrival that is a Working Structural and/or Vehicle Fire, a Petroleum Based Fire, or Brush, Grassland or Rubbish Fire requires the action or process of extinguishing fires by Entities

**GOOD INTENT CALLS** – Any emergency incident response where fire personnel were summoned, but were not required to take any action (investigation, standby, or there was no actual incident).  
**Response to this type of call must come through a dispatch point.**

**HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT** – response to any incident at a First Responder (**Awareness & Operations**) Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. (fuel spills **below 35 gallons**, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.)

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT**– response to any incident at the Technician Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, (i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills **above 35 gallons** from any structure, vehicle, and or storage type facility..



**INCORPORATED / UNINCORPORATED AREA(S)** - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city shall not be covered in this contract.

**LAW ENFORCEMENT ASSISTANCE** – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission. **Excluding MVA duties (Traffic Control, Wash downs, Patient Packaging).**

**MASS CASUALTY INCIDENT** – any emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, (i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.)

**MEDICAL CALL** – In an emergency situation, under exigent circumstances and the situation dictates immediate medical attention excluding Basic First Aid, An EMS protocol shall be set up as follows:

Medical calls to be eligible for this category shall be limited to:

1. Burns/Explosions
2. Carbon Monoxide/Inhalation/Haz-Mat/CBRN
3. Electrocutions/Lightning
4. Inaccessible Incident, Other Entrapments (non-traffic)
5. Psychiatric/Abnormal Behavior/Suicide Attempt
6. Traffic/Transportation Incidents
7. Heart Problems– Stroke - Chest Pains – Cardiac or Respiratory Arrest/Death
8. Person Down – Unconscious/Non Responsive, Fatality
9. Breathing Problems -Choking
10. Traumatic Injuries

*This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.*

**MUTUAL AID** – When a Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must

declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of Public Works/Am-Bus/Regional Response Teams that is called upon to help mitigate the emergency. The call for additional resources is made by the Primary Entity and the call from Secondary Entity may be based on the extenuating circumstances, and may be made by the On-Scene Incident Commander, and must go through a dispatch point. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. **Secondary Entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.**

**OPERATIONAL PERIOD** – A twelve (12) hour standard period shall be recognized for considering additional funding to responding Entities that is recognized by the National Incident Management system.

**PETROLEUM BASED INCIDENT** – any emergency incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium

**PRIMARY ENTITY** – An Entity who has contracted as a party with the County and is assigned to respond as the Lead Emergency Incident-Based Response Agency to the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency incident as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

**PUBLIC WORKS/REGIONAL RESPONSE TEAM/AM-BUS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the On-Scene Incident

Commander through the County Fire Marshal's Office. The Am-Bus is an additional resource that may respond to any special situation to provide tactical rescue/EMS assistance and support for any first responder regardless of discipline. The Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

**REIMBURSEMENT PLAN** – County method by which contracted Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

**RUBBISH/BRUSH/GRASS//WILDLAND FIRE**– Any fire occurring in vegetative areas, trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not regardless of ignition sources, damages or benefits. An uncontrolled fire in [grassland](#), [brush-land](#), or land sown to crops.

**RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

**RURAL RESPONSE DISTRICT** – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

**SEARCH and RESCUE CALLS** – all rescues of person(s), from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **Excluding** Recovery, and/or Vehicle Extrication.

**SECONDARY CITY** – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING any aid to any other Jurisdictions in their city limits or other counties.**

**SERVICE CALLS** – any call involving, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed. Fire based EMS calls for service shall fall under this category.

**SPECIAL SITUATIONS** – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

**STRUCTURE** – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

**TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of any specialized tools; hydraulic, and/or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**VEHICLE FIRE** -A working fire – upon arrival that involves any vehicle fire. (I.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

**WASH DOWN** – Any spill where there is no fire and the spill consists of vegetation such as fruits & vegetables and any other non-petroleum based products on roadway, parking lots, etc. that requires a wash down – no vehicular accident.

**WIRELINE INCIDENTS (All TYPES)** – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with/without fire and the responding **Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation.** Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. **Any situation where the Entity is not required to stand-by for the service company will be classified as a Service Call.**

### **3.0 ENTITY RESPONSIBILITIES**

- 3.1 Entity hereby agrees to provide emergency incident response based services, **if resources are available**, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit “C”. Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff’s Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal prior to responding to a call outside of the Rural Response Districts’ geographical area as delineated and depicted in Exhibit “B” unless authorized by the County Fire Marshals and/or Entity of the Rural Response District, Otherwise Entity shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and

documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal full access to any and all operational communications frequencies / talk groups that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.8 Entity agrees to provide its own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. A simple trash burning call will be referred to the appropriate law enforcement agency, i.e... Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

## **4.0 COUNTY RESPONSIBILITIES**

- 4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

### **4.2.1.1 ADMINISTRATION**



- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

#### **4.2.2 INVESTIGATIONS**

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. May Provide **Assistance** to municipal's Fire Marshal or representative with Fire Investigations, upon request.
- e. May Provide Primary Assistance to contracted entity where there is no fire investigator at present the county may with advanced notification to HCFMO so that arrangements can be made.
- f. Issue Citations, make arrests, and file criminal cases as appropriate.

#### **4.2.3 FIRE PREVENTION**

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.

- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

#### **4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

- a. Review and process all requests for reimbursements in a timely manner.
- b. Confer with the appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Determine if a Rural Response District may respond outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

#### **4.2.5 RESPONSE**

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

## **5.0 LIABILITY**

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons traveling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be

responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

## **6.0 REIMBURSEMENT PLAN**

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (no later than 90 days), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services discrepancies for reimbursement or any change in the reimbursement rate category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for approval or to challenge the disapproval within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. The County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

- a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.
- b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Executive Chief Officer.
- c. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district to include any mutual aid outside response district, Entity shall receive a monthly lump-sum payment for all authorized services in accordance with the following payment schedule and categories;

- (6.1.4.I.)                      CATEGORY I    (CI)    Flat rate of \$1,858.00 per incident.
- (6.1.4.II.)                    CATEGORY II   (CII)   Flat Rate of \$ 921.00 per incident
- (6.1.4.III.)                  CATEGORY III (CIII)   Flat Rate of \$ 433.00 per incident.

**6.1.4.I. CATEGORY I.** A rate of \$ 1,858.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1      FIREFIGHTING STRUCTURAL / VEHICLE (as primary department)
- .2      HAZARDOUS MATERIALS (TECHNICIAN LEVEL)
- .3      MASS CASUALTIES
- .4      RESCUE CALLS
- .5      VEHICULAR EXTRICATION
- .6      PUBLIC WORKS/REG. RESPONSE TEAMS, AND/OR AM-BUS RESPONSE
- .7      REGIONAL MEDICAL RESPONSE TEAM
- .8      SECONDARY ENTITY (in place of primary department.)
- .9      SPECIAL SITUATIONS
- .10     RUBBISH/BRUSH/GRASS//WILDLAND above one (1) hour

**6.1.4.II. CATEGORY II.** A rate of \$ 921.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1      BEE ATTACKS
- .2      HUMAN REMAINS RECOVERY CALLS
- .3      RUBBISH/GRASS//WILDLAND (31 minutes to 1 Hour)
- .4      HAZ-MAT (AWARENESS/OPERATIONS LEVEL)/WASH DOWN
- .5      LAW ENFORCEMENT ASSISTANCE
- .6      MUTUAL AID
- .7      MEDICAL CALLS

- .8 MVA (PATIENT PACKAGING, SECURE VEHICLE)
- .9 PETROLEUM BASED INCIDENT STANDBY
- .10 TRAFFIC CONTROL
- .11 WIRELINE INCIDENTS (ALL TYPES)

**6.1.4. III CATEGORY III. A Rate of \$ 433.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

- .1 BASIC FIRST AID
- .2 RUBBISH/BRUSH/GRASS/WILDLAND (30 minutes & below)
- .3 FALSE ALARM CALL
- .4 GOOD INTENT CALLS
- .5 LANDING ZONE
- .6 SERVICE CALLS

## **7.0. ASSIGNMENT**

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by the County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of the County.

## **8.0. AUDIT**

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination.



## **9.0. MISCELLANEOUS**

**9.1 CONFLICT WITH APPLICABLE LAW.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**9.2 NO WAIVER.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**9.3 ENTIRE AGREEMENT** – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

**9.4 TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**9.5 NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity                      City of San Juan  
City Secretary/Fire Chief  
709 N. Nebraska  
San Juan Tx, 78539

If to County:                      County of Hidalgo  
County Judge's Office  
100 E. Cano St. 2<sup>nd</sup> Floor, Edinburg, Texas 78539 or  
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

**9.6     ADDITIONAL DOCUMENTS.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**9.7     SUCCESSORS.** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**9.8     HEADINGS.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**9.9     GENDER and NUMBER.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**9.10    AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

**9.11    PERFORMANCE of GOVERNMENT FUNCTIONS.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

**9.12    IMMUNITIES.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of

the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**9.13 COMMITMENT of CURRENT REVENUES.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County.

**9.14 MUTUAL INDEMNIFICATION.** Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

#### **WITNESS THE HANDS OF THE PARTIES**

**In duplicate originals effective on the day both parties' signatures are executed.**

**ENTITY: City of San Juan**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

COUNTY OF HIDALGO

Richard Cortez 12/21/21  
Richard Cortez, County Judge Date  
ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk  


Approved as to Form:

Office of Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: VM Garza  
Victor M. Garza, Assistant District Attorney

APPROVED BY  
COMMISSIONERS COURT  
ON: 12/14/21 ms

# EXHIBIT "A"

## Hidalgo County Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

|                                                                  |                    |                                                                              |                    |
|------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------|--------------------|
| DEPARTMENT: _____                                                |                    | COUNTY INCIDENT: _____                                                       |                    |
| DATE : _____                                                     | ALARM TIME : _____ | ARRIVAL TIME: _____                                                          | DEPART TIME: _____ |
| SITUATION REPORTED: _____                                        |                    | SITUATION FOUND: _____                                                       |                    |
| MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____ |                    |                                                                              |                    |
| _____ NON-APPLICABLE                                             |                    | DEPARTMENT: _____                                                            |                    |
| CALLER NAME: _____                                               |                    | REQUESTING PERSON: _____                                                     |                    |
| CALLER NAME: _____                                               |                    |                                                                              |                    |
| CALLER ADDRESS: _____                                            |                    | OTHER: _____                                                                 | PHONE: _____       |
| CALLER PHONE: _____                                              |                    | WALK-IN: _____                                                               |                    |
| INCIDENT LOCATION: _____                                         |                    |                                                                              |                    |
| OCCUPANT NAME: _____                                             |                    | OWNER NAME: _____                                                            |                    |
| OWNER ADDRESS: _____                                             |                    |                                                                              |                    |
| OWNER PHONE #: _____                                             |                    | OCCUPANT PHONE #: _____                                                      |                    |
| INCIDENT CAUSE: _____                                            |                    |                                                                              |                    |
| TYPE OF ACTION TAKEN: _____                                      |                    |                                                                              |                    |
| UNITS RESPONDING: _____                                          |                    | UNITS COMMITTED: _____                                                       |                    |
| # OF PERSONNEL: _____                                            |                    | MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____ |                    |
| COMMENTS:<br>_____<br>_____<br>_____                             |                    |                                                                              |                    |
| INCIDENT COMMANDER: _____                                        |                    | REPORT PREPARED BY: _____                                                    |                    |
| ESTIMATED \$ LOSS: _____                                         |                    | ATTEST: _____<br>FIRE CHIEF                                                  |                    |

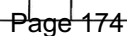
|                          |               |               |                 |
|--------------------------|---------------|---------------|-----------------|
| REIMBURSEMENT REQUESTED: | _____\$433.00 | _____\$921.00 | _____\$1,858.00 |
| HCFMO Approval Amount:   | _____\$433.00 | _____\$921.00 | _____\$1,858.00 |



## EXHIBIT “B”

| PAY OUT PLAN: |          |          |          |
|---------------|----------|----------|----------|
|               | 2022     | 2023     | 2024     |
| CATEGORY I    | \$ 1,858 | \$ 1,892 | \$ 1,926 |
| CATEGORY II   | \$ 921   | \$ 938   | \$ 955   |
| CATEGORY II   | \$ 433   | \$ 441   | \$ 449   |

# EXHIBIT “C”

$\sqrt{2}$ 

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Second and Final Reading of an Ordinance for the Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, John Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The applicant is proposing to rezone the back part of the property into Multi-Family Residence District (R-FM) in order to build an apartment complex. They are proposing to build a commercial plaza in the front, which complies with the commercial zone. (See Attachment)

The surrounding properties consist of commercial use along Raul Longoria Road. It is noted, that we have an apartment complex to the South of the property, along Amy Drive. A subdivision plat was submitted for review and will be presented for approval in the next meeting.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to forty (40) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

**RECOMMENDATION:**

During the Regular Meeting on December 2, 2021, the Planning and Zoning Commission unanimously recommended approval of the rezoning request with a 6-0 vote.

**PREPARED BY:**

Daniel Tijerina,  
Planning Director

**APPROVED BY:**

Benjamin Arjona, City  
Manager

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MEETING DATES:  
PLANNING AND ZONING COMMISSION – 12/02/2021  
CITY COMMISSION – 01/11/2022  
DATE PREPARED – 01/05/2022

PAGE 1

**STAFF REPORT**  
**GENERAL INFORMATION**

|                                                |                                                                                                                                                                                                                                                                    |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICATION:</b>                            | Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF)                                                                                                                                                             |
| <b>APPLICANT:</b>                              | Gutierrez-Duncan, LLC.                                                                                                                                                                                                                                             |
| <b>AGENT:</b>                                  | N/A                                                                                                                                                                                                                                                                |
| <b>LEGAL:</b>                                  | A 2.53-acre tract of land out of Lot 2, Block 8, John Closner Subdivision                                                                                                                                                                                          |
| <b>LOCATION:</b>                               | The property is located approximately 130 feet North of Amy Drive, along the West side of Raul Longoria Road.                                                                                                                                                      |
| <b>LOT SIZE:</b>                               | 391.50 feet by 281.63 feet                                                                                                                                                                                                                                         |
| <b>CURRENT USE OF PROPERTY:</b>                | Vacant                                                                                                                                                                                                                                                             |
| <b>PROPOSED USE OF PROPERTY:</b>               | Apartment complex / Multi-Family                                                                                                                                                                                                                                   |
| <b>PROPOSED ZONING:</b>                        | Multi-Family Residence District (R-MF)                                                                                                                                                                                                                             |
| <b>EXISTING LAND USE/<br/>ADJACENT ZONING:</b> | <u>North</u> – Residential; Single-Family Residence District (R-S)<br><u>South</u> – Commercial; General Business District (C-2)<br><u>East</u> – Commercial; General Business District (C-2)<br><u>West</u> – Residential; Single-Family Residence District (R-S) |
| <b>ACCESS AND CIRCULATION:</b>                 | These properties have access along Raul Longoria Road.                                                                                                                                                                                                             |
| <b>PUBLIC SERVICES:</b>                        | Water and sewer services are provided by the City of San Juan.                                                                                                                                                                                                     |
| <b>RECOMMENDATION:</b>                         | Staff recommends approval of the rezoning request.                                                                                                                                                                                                                 |

**EVALUATION AND CONDITIONS FOR APPROVAL**

The applicant is proposing to rezone the back part of the property into Multi-Family Residence District (R-FM) in order to build an apartment complex. They are proposing to build a commercial plaza in the front, which complies with the commercial zone. (See Attachment)

The surrounding properties consist of commercial use along Raul Longoria Road. It is noted, that we have an apartment complex to the South of the property, along Amy Drive. A subdivision plat was submitted for review and will be presented for approval in the next meeting.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to forty (40) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

**ATTACHMENTS:**

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



**Proposed Site**

**FINAL RESOLUTION OF REQUEST & COMMENTS:**

**P&Z – 12/02/2021** Commissioner Cardenas made a motion to approve the rezoning request as presented by staff. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with a (6-0) vote.

Ms. Gomez explained that a rezoning request is from residential to multi-family district. The proposed property is located just North of the San Juan Post Office along Raul Longoria Road. Applicant is proposing a commercial plaza with apartment units in the back of the property.

To the North we have residences, Hazel Subdivision, to the South we have apartments, to the East, Iglesias Commercial Plaza and to the West, residences. A subdivision plat is under review and will be presented before the planning and zoning in the next meeting.

Staff recommends approval of the rezoning request.





**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006, THE ZONING ORDINANCE OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-S) TO MULTI-FAMILY RESIDENCE DISTRICT (R-MF) OF THE 2.53-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 8, JOHN CLOSNER SUBDIVISION, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:**

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

The zoning district of the property legally described as 2.53 acre tract of land out of Lot 2, Block 8, John Closner Subdivision, located approximately 130 feet North of Amy Drive along the West side of Raul Longoria Road, shall be changed to Multi-Family Residence District (R-MF) and the zoning map shall be amended accordingly.

**PASSED** and **APPROVED** on first reading on the 8<sup>th</sup> day of December, 2021.

**PASSED** and **APPROVED** on second and final reading on the 11<sup>th</sup> day of January, 2022.

**CITY OF SAN JUAN**

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**MARIO GARZA**  
**MAYOR**

**ATTEST:**

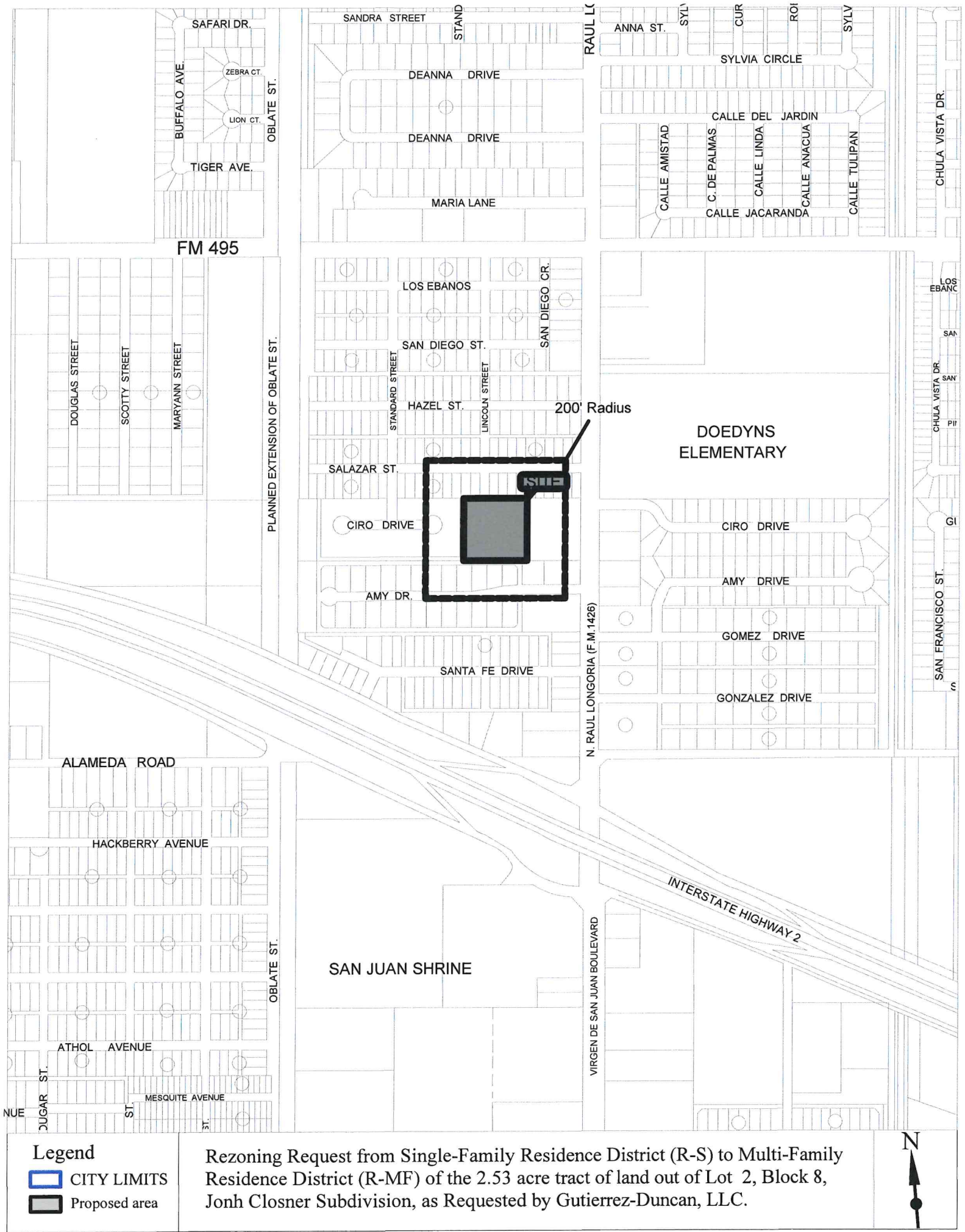
**APPROVED BY:**  
Palacios, Garza & Thompson, P.C.

---

**BRENDA ESCALANTE**  
**INTERIM CITY SECRETARY**

---

**CITY ATTORNEY**



Legend

-  CITY LIMITS
-  Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, Jonh Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.







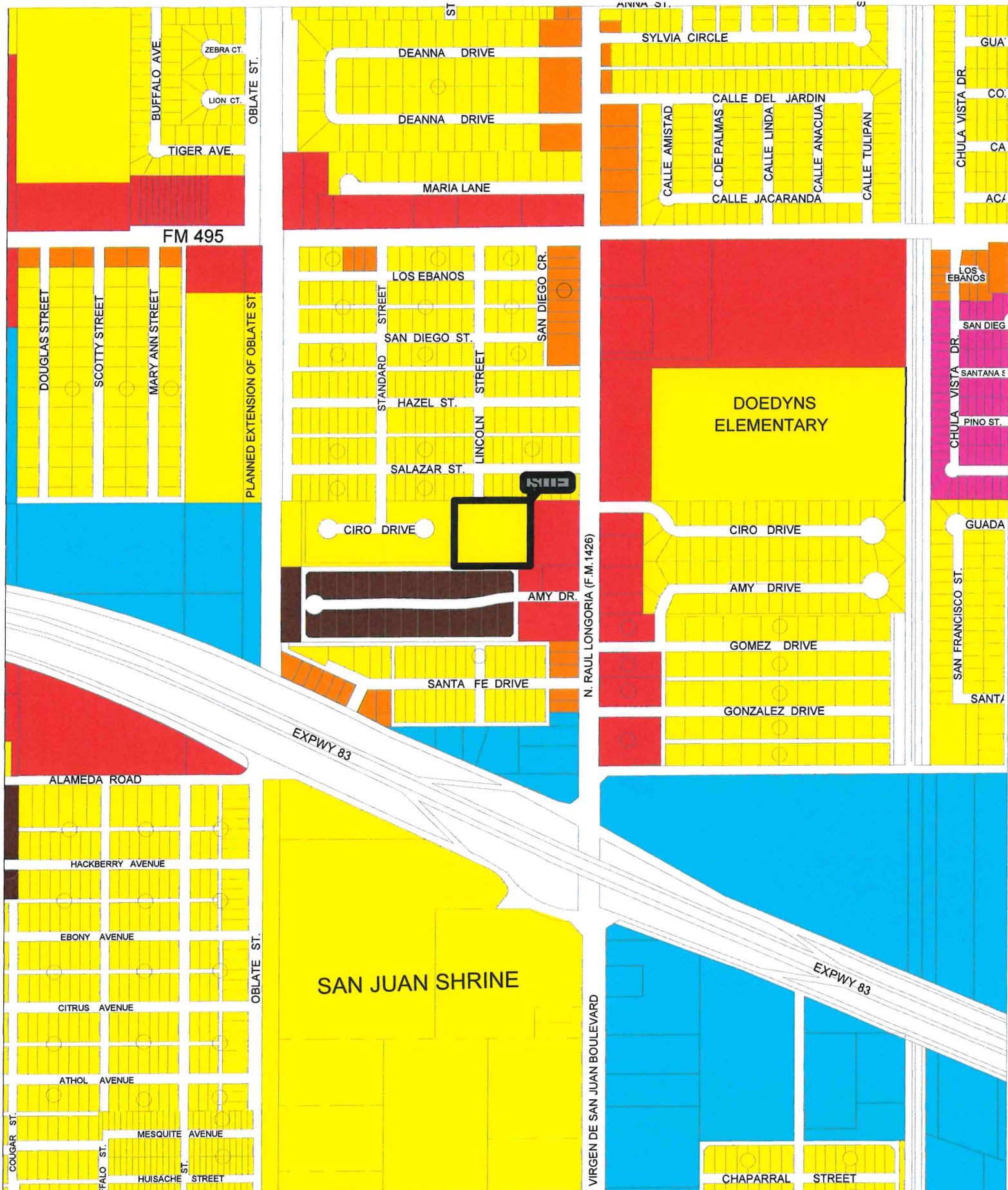
### Legend

- CITY LIMITS
- Proposed area

Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, Jonh Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.







#### Zoning Districts

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

**Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, Jonh Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.**





FOR A COMPLETE DESCRIPTION OF ALL "LABELED"  
CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED  
BY A NUMBER INSIDE AN OVAL), REFERENCE THE  
INDICATED DIVISION AND NUMBER AS SHOWN IN THE  
"CONSTRUCTION KEY NOTES" ON ARCHITECTURAL SHEET  
NUMBER "G1.0".

GENERAL CONTRACTOR TO INSPECT AND VERIFY ALL EXISTING SITE CONDITIONS - CONTRACTOR TO TAKE MEASURES TO PROTECT ALL ITEMS THAT ARE TO REMAIN THROUGH THE CONSTRUCTION PROCESS - ANYTHING DAMAGED OR IN POOR CONVENTION TO BE IDENTIFIED, LOGGED, AND ADDRESSED - PATCH, REPAIR, OR REPLACE ADJACENT EXISTING ROADWAY PAVEMENT, CURBS, STRIPING, CATCH BASINS AND ROAD SIGNS THAT ARE SCHEDULED TO REMAIN - INSTALL AS PER COUNTY CODES AND THE B.C.

|                                                                                                                                                                                                                                                     |                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| FOR PLANNING DEPARTMENT, COUNTY OF HAVILUK, TEXAS                                                                                                                                                                                                   |                                                                  |
| REQUIREMENTS:                                                                                                                                                                                                                                       |                                                                  |
| COMMERCIAL DEVELOPMENT: FOUR (4) SPACES FOR UP TO FOUR HUNDRED (400) SQUARE FEET OF FLOOR AREA PLUS ONE SPACE FOR EACH ADDITIONAL FOUR HUNDRED (400) SQUARE FEET OF FLOOR AREA. (E.G., 1,200 SQ. FT. THOUGH 1,600 SQUARE FEET, TWO SPACES REQUIRED) |                                                                  |
| RESTAURANT: ONE (1) SPACE FOR EACH FOUR HUNDRED (400) SQUARE FEET OF FLOOR AREA OR ONE SPACE FOR EACH FOUR (4) SEATS, WHICHEVER IS GREATER                                                                                                          |                                                                  |
| PROPOSED DEVELOPMENT:                                                                                                                                                                                                                               |                                                                  |
| COMMERCIAL, 11,000 SF                                                                                                                                                                                                                               | 11,000 SF / 400 SF (4 SPACES) = 11,000 SF / 400 SF = 27.5 SPACES |
| RESTAURANT, 2,200 SF                                                                                                                                                                                                                                | 2,200 SF / 400 SF (4 SPACES) = 2,200 SF / 400 SF = 5.5 SPACES    |
| TOTAL:                                                                                                                                                                                                                                              | 27.5 SF + 5.5 SF = 33 SPACES REQUIRED                            |
|                                                                                                                                                                                                                                                     | 33 SPACES REQUIRED                                               |
|                                                                                                                                                                                                                                                     | 11 PARKING SPACES PROPOSED                                       |

A TRACT OF LAND CONTAINING 48 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COUNTY OF TARRANT, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN THE DEED OF JOHN GILGISTER ET AL, SUBDIVISION OF PARCELS 131 AND 172, IN BOOK COUNTY, TEXAS, MAP REFERENCE VOLUME 4, PAGE 4, MAP RECORDS, INDALE COUNTY, TEXAS, SAID 48 ACRES OF LAND BEING PART OF PORTION OF THE TRACT OF LAND DESCRIBED IN THE DEED OF JOHN GILGISTER ET AL, BEING THE TRACT OF LAND DESCRIBED IN MAP RECORDS, RECORDED IN VOLUME 288, PAGE 27, DEED RECORD IN INDALE COUNTY, TEXAS.

SEE CIVIL ENGINEER'S DRAWINGS FOR ALL ASPHALT AND CONCRETE PAVING ELEVATIONS, CONCRETE CURBS, ROADWAY CURVE RADII/USES, ROADWAY AND HANDCAP SIGNAGE, UNDERGROUND UTILITIES LOCATIONS, DRAINAGE CATCH BASINS, CONCRETE FLUMES, DRAINAGE CALCULATIONS, AND ALL ASSOCIATED ENGINEERING DETAILS AND NOTES.

MONUMENT-POLICE SIGN, DIRECTIONAL SIGN, WALL-MOUNTED IDENTIFICATION SIGN, AND ALL OTHER SIGNS IN THE PROJECT ARE TO BE LOCATED AS INDICATED BY OTHERS (SECTION BY OWNER). SIGN CONSTRUCTION AND APPEARANCE TO ADHERE TO ALL CODES AND ORDINANCES OF CITY OF SAN JUAN TEXAS, AND ALL APPLICABLE SECTIONS AND AMENDMENTS OF THE INTERNATIONAL BUILDING CODE. ALL SIGNS INSTALLED IN THIS PROJECT REQUIRE A SEPARATE PERMIT FROM THE CITY OF SAN JUAN BUILDING DEPARTMENT.

ALL UTILITIES SHALL BE INSTALLED UNDERGROUND ON THE SITE. SEE CIVIL AND MECHANICAL ENGINEER'S DRAWINGS FOR ALL SPECIFICATIONS AND DETAILS.

RESTAURANT: 2,220 SF  
5,200 SF / 100 = 52 RESTAURANT SPACES REQUIRED

TOTAL: 28 + 53 = 80  
80 PARKING SPACES REQUIRED  
81 PARKING SPACES PROPOSED

1210 N RAUL LONGORIA ROAD  
SAN JUAN, TX 78589

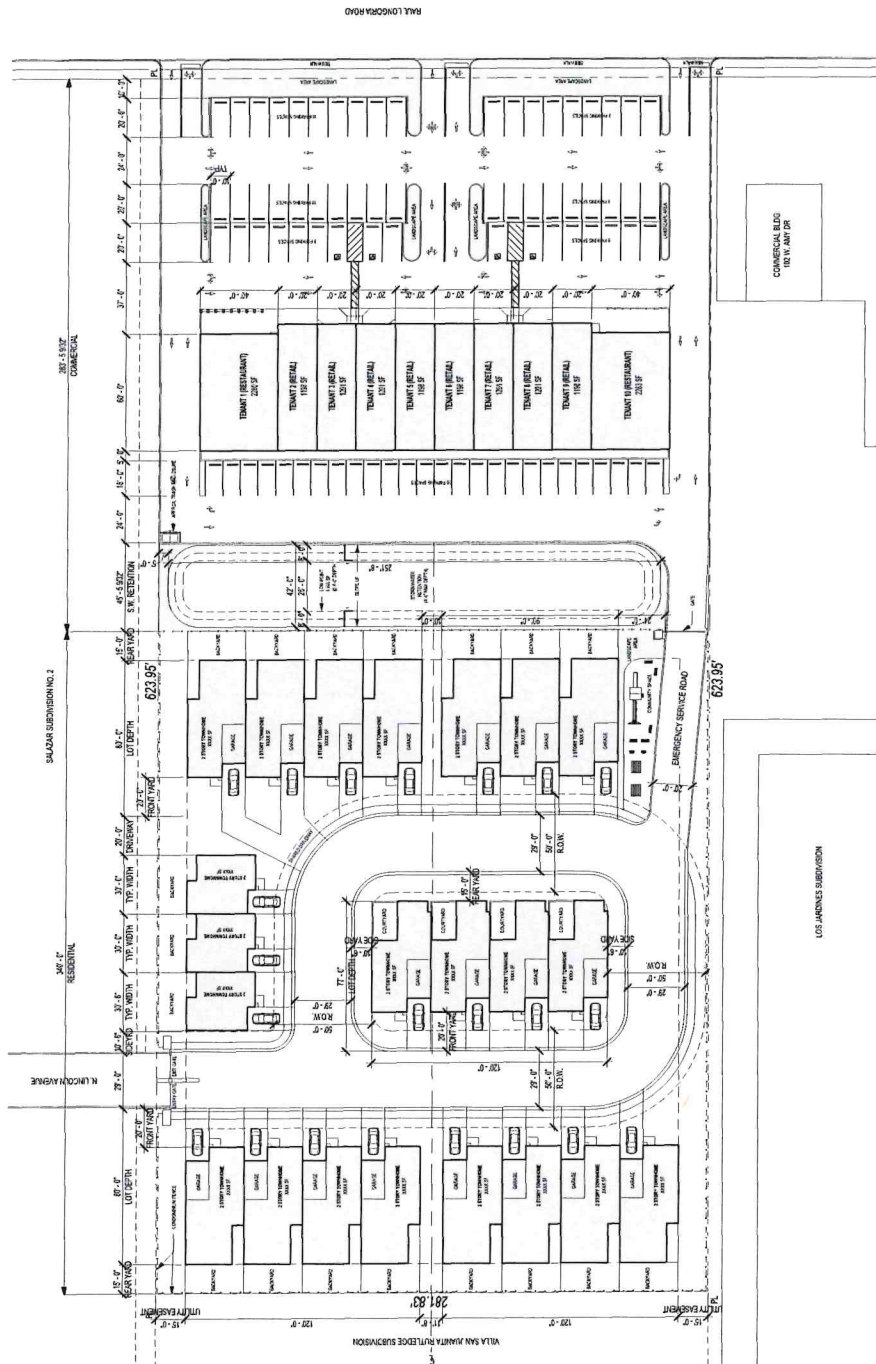
**ARCHITECT**  
**RYAN DUNCAN**  
SAN FRANCISCO, CA 94118  
337-269-4450

[illegible]

STAMP2

## SITE PLAN

# SITE PLAN 1



Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, John Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.

Gutierrez-Duncan, LLC.  
P.O. Box 279  
Mission, TX 78573

Longoria, Gaspar M. and Antonio  
117 W. Salazar St.  
San Juan, TX 78589

Trevino, Alexis Adrian  
P.O. Box 805  
San Juan, TX 78589

Housing Authority of the County of  
Hidalgo  
1200 S. Standard Avenue  
San Juan, TX 78589

Rodriguez, Oscar and Maribel  
115 W. Salazar St.  
San Juan, TX 78589

Villanueva, Emigdio Jr.  
P.O. Box 943  
Mission, TX 78573

Soto, Ninfa S.  
213 W. Salazar St.  
San Juan, TX 78589

Ramos, Nerio and Irma A.  
113 W. Salazar St.  
San Juan, TX 78589

Villaneda, Henry and Rosario A.  
200 W. Salazar St.  
San Juan, TX 78589

Soto, Roberto and Ninfa  
213 W. Salazar St.  
San Juan, TX 78589

Coronado, Sabas and Inez Rdz.  
111 W. Salazar St.  
San Juan, TX 78589

Saucedo, Joanna Z.  
120 W. Salazar St.  
San Juan, TX 78589

Trevino, Rene G. and Angelica and  
Carolina Castillo and Rene Jr.  
Marisa Santoy  
209 W. Salazar St.  
San Juan, TX 78589

Chavez, Felix  
c/o Maria Monzerato  
P.O. Box 1331  
San Juan, TX 78589

Cortez, Reynaldo and San Juana  
118 W. Salazar St.  
San Juan, TX 78589

Castillo, Manuel  
c/o Raul and Dora Elia Castillo  
207 W. Salazar St.  
San Juan, TX 78589

Rodriguez, Baldemar  
7223 E. Texas Rd.  
Edinburg, TX 78542

Salinas, Manuel Jr. and Adriana  
Rodriguez ET AL  
114 W. Salazar St.  
San Juan, TX 78589

Monsivais, Maria Francisca  
P.O. Box 425  
San Juan, TX 78589

Galvan, Ernesto R. Jr. and Jessica  
and Victoria G. Garcia  
Ernesto and Elvira G. Galvan  
P.O. Box 1594  
San Juan, TX 78589

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

Gonzalez, Francisco and Concepcion  
Orfila Gonzalez Cust for Kuleika  
Yadira Pena  
203 W. Salazar St.  
San Juan, TX 78589

ACJ, LLC.  
409 E. Ridge Road  
Pharr, TX 78577

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

Pulido, Dora A.  
201 W. Salazar St.  
San Juan, TX 78589

Lara, Guadalupe E. Rodriguez  
1109 E. Eller Avenue  
Pharr, TX 78577

Salazar, Oralia  
P.O. Box 236  
San Juan, TX 78589

Munoz, Loriania  
5510 Ella St.  
Donna, TX 78537

Castillo, Alfredo  
210 W. Salazar St.  
San Juan, TX 78589

Villarreal, Victor R.  
901 W. Moore Rd.  
Pharr, TX 78577

Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 2.53 acre tract of land out of Lot 2, Block 8, John Closner Subdivision, as Requested by Gutierrez-Duncan, LLC.

Torres, Maria de Jesus  
4307 Rosie St.  
San Juan, TX 78589

Aguilera, Alfredo  
924 Tinman Circle  
Pharr, TX 78577

Salinas, Alberto  
908 Sunni St.  
Palmview, TX 78572

Lujan, Javier  
P.O. Box 704  
Pharr, TX 78577

Series 2 W Amy Dr A Series of  
Topeli LLC.  
1106 Rio Balsas  
Mission, TX 78572

ASKINK, LLC.  
2675 Easy St.  
Edinburg, TX 78539

Villarreal, Victor R.  
901 W. Moore Rd.  
Pharr, TX 78577

Salazar, Oralia and Gilberto and  
Alejandra Salazar Minorrs  
P.O. Box 236  
San Juan, TX 78589

Trujillo, Alberto  
1120 29<sup>th</sup> Street  
Rockford, IL 61108

Belgar Investments, LLC.  
5600 Hiawatha Dr.  
Pharr, TX 78577



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Second and Final Reading of an Ordinance for the Voluntary Annexation Petition of the 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.

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**STAFF COMMENTS AND RECOMMENDATIONS:**

The Planning Department is processing a residential subdivision located approximately 800 feet South of Sam Houston Boulevard, along the East side of Stewart Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. On September 14, 2021 the City Commission approved a Resolution 21-21, accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**RECOMMENDATION:**

Consider the Adoption of the Ordinance in Second Reading.

**PREPARED BY:**

Daniel Tijerina,  
Planning Director

**APPROVED BY:**

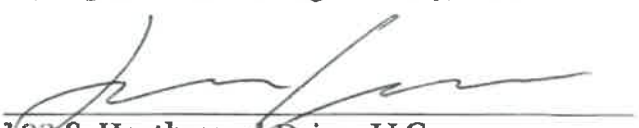
Benjamin Arjona, City  
Manager

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## 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.

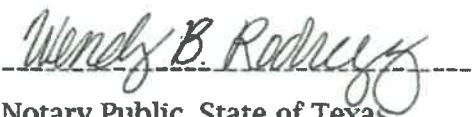
  
193 S. Heathwood Drive, LLC,  
Jorge Cuevas, Manager  
3381 White Boulevard  
Naples, Florida 34117

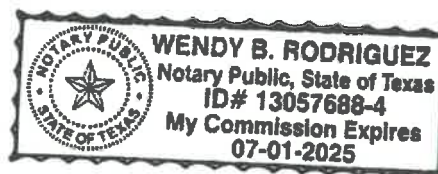
STATE OF TEXAS           §

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



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. 21-21**

**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:**

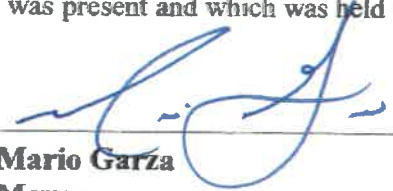
Section 1. The City of San Juan has received a petition from the following property owners for voluntary annexation of properties described in Exhibit "A". The City Commission of the City of San Juan hereby declares its intention to institute proceedings to annex to the City the territory generally described 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.

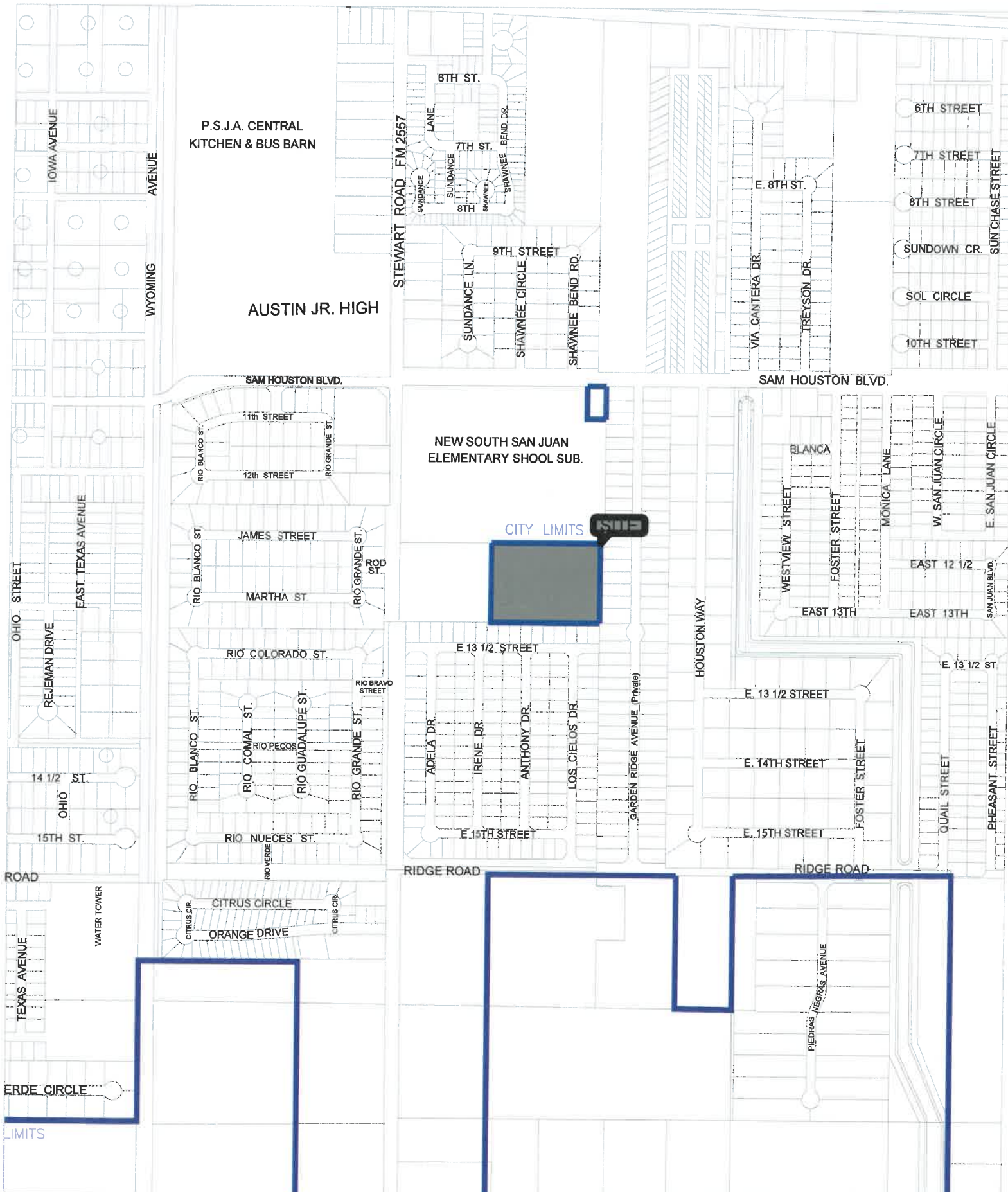
**CONSIDERED, PASSED AND APPROVED** on this 14<sup>th</sup> day of September, 2021, at a meeting of the City Commission of the City of San Juan, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

  
\_\_\_\_\_  
**Mario Garza**  
Mayor

Attest:

  
\_\_\_\_\_  
**Diana Cavazos**  
City Secretary





## **EXHIBIT C**

### **ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT**

#### **POLICE**

*Existing Services:* None by the City of San Juan

*Services to be provided:* Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

#### **FIRE PROTECTION & AMBULANCE SERVICE**

*Existing Services:* None by the City of San Juan

*Services to be provided:* Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 709 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

#### **BUILDING INSPECTION & CODE ENFORCEMENT DIVISION**

*Existing Services:* None by the City of San Juan

*Services to be provided:* The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permit for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

#### **PLANNING AND ZONING**

*Existing Services:* None by the City of San Juan

*Services to be provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

## **LIBRARY**

***Existing Services:*** Areas are currently being serviced by the City of San Juan.

***Services to be provided:*** Library use privileges are currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

## **STREET**

***Existing Services:*** County Street Maintenance

***Services to be provided:*** Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

## **STORM WATER MANAGEMENT**

***Existing Services:*** None by the City of San Juan

***Services to be provided:*** For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

## **STREET LIGHTING**

***Existing Services:*** None by the City of San Juan

***Services to be provided:*** The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The city will be installing additional street lighting in areas that are below standards.

## **TRAFFIC ENGINEERING**

***Existing Services:*** None by the City of San Juan

***Services to be provided:*** The City Engineer will work with Texas Department of Transportation (TxDOT) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

### **WATER SERVICE**

*Existing Services:* Areas are currently being serviced by the City of San Juan.

*Services to be provided:* Water service is currently provided to the area in accordance with the applicable codes and department policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinance. Extension of service shall comply with City codes and ordinances.

### **SANITARY SEWER SERVICES**

*Existing Services:* Sewer services currently being provided by on site sewer facilities (OSSF).

*Service to be provided:* Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

### **SOLID WASTE SERVICE**

*Existing Services:* None

*Service to be provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Service will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

### **MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from series provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, Texas, will undertake to perform consistent with the contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

**Legal Description: Being a 10.28-acre tract of land out of Lot 2, Block 31, Alamo Land and Sugar Company Subdivision, as per Volume 1, Page 24-26, Map Records of Hidalgo County, Texas.**

**EXECUTED** this 17th day of September, A.D. 2021.



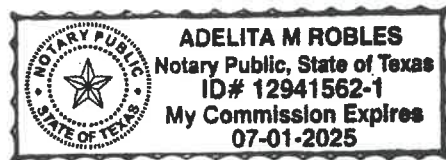
193 S. Heathwood Drive, LLC.  
Jorge Cuevas, Manager  
3381 White Boulevard  
Naples, Florida 34117

**Acknowledgment**

STATE OF TEXAS           §

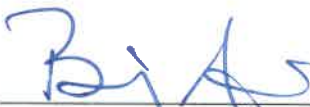
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on the 17th day of September 2021.

  
Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By:   
Benjamin Arjona, City Manager

Approved as to form:

By:   
City Attorney



## **ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN  
BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE  
VOLUNTARY ANNEXATION OF A 10.28-ACRE TRACT OF LAND OUT OF  
LOT 2, BLOCK 31, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,  
AS PER VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY,  
TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER  
COUNTY CLERK'S DOCUMENT NUMBER 3026488, OFFICIAL RECORDS,  
HIDALGO COUNTY, TEXAS.**

**WHEREAS**, Section 43.067 of the Texas Local Government Code provides for an alternate to the standard annexation proceedings where the property owner petitions for annexation; and

**WHEREAS**, the City Commission of the City of San Juan has decided to extend the corporate limits to include tracts of land adjacent to our present corporate limits as shown in **Exhibit "A"**; and

**WHEREAS**, the hereinafter described territory lies within the extraterritorial of the City of San Juan, Texas; and

**WHEREAS**, the territory hereinafter described contains approximately **10.28** acres of land; and

**WHEREAS**, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on October 12, 2021 and November 9, 2021 and was published between 11<sup>th</sup> day and 20<sup>th</sup> day before the public hearing dates; and

**WHEREAS**, the first public hearing was held at 6:00 pm on October 12, 2021 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas and second public hearing was held at 6:00 pm on November 9, 2021 at San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

**WHEREAS**, the enclosed municipal service plan for the proposed annexation was available for public inspection and explained in response to questions asked; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, THAT;**



## Exhibit "B"

**SECTION I:** The following described in **Exhibit "B"** land and territory adjacent to and adjoining the City of San Juan, Texas is hereby added and annexed to the City of San Juan, Texas, and the property herein described is altered and amended so as to include such areas within the corporate limits of the City of San Juan. The description of the property to be annexed is as follows:

AN 10.28 ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 31, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3026488, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 31;

THENCE, N 08°36'01" 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;

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;

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;

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 acres 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 AND 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 of 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, East: 1099659.699] for the Northwest corner of this tract;
3. THENCE, 81°22'29" E a distance of 80.00 feet to an 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.

**SECTION II:** The service plan attached to this ordinance as **Exhibit "C"** and being the same service plan presented at the public hearing held regarding this annexation, is hereby approved by the City Commission of the City of San Juan, Texas provided that's such service plan may be amended or repealed in accordance with Section 43.0672 of the Local Government Code, when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

**SECTION III:** The herein above described property and the area so annexed shall be a part of the City of San Juan, Texas and the property so added hereby shall bear its pro rata share of taxes levied by the City of San Juan, Texas, and inhabitants thereof shall be entitled to all of the rights and privileges of the citizens of San Juan, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts ordinances, resolutions and regulations of the City of San Juan, Texas.

**SECTION IV:** The zoning of the property shall be classified as Single-Family Residence District (R-S).

**SECTION V:** Upon annexation of the herein above described property, the acreage within the city limits of San Juan after annexation will be increased in an amount which does not exceed the statutory limitation as set out in Chapter 43 of the Texas Local Government Code.

**SECTION VI:** Upon the approval of the second and final reading hereof, the City Secretary of the City of San Juan is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance, including the general description of the property annexed to be published in a newspaper of general circulation in San Juan, Texas.

**SECTION VII:** If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a Court or competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

**SECTION VIII:** In accomplishing the annexation of the territory annexed by this Ordinance, the City of San Juan has strictly followed the provisions of State Law and the cases as they apply to annexations and any possible deviation from special provisions was unintentional and not material to the accomplishment of this annexation.

**PASSED and APPROVED** on first reading on the 8<sup>th</sup> day of December, 2021.

**PASSED and APPROVED** on second reading on the 11<sup>th</sup> day of January, 2022.

**CITY OF SAN JUAN**

---

**MARIO GARZA, Mayor**

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

**ATTEST:**

---

**BRENDA ESCALANTE,**  
**Interim City Secretary**

---

**City Attorney**

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Approval of City of San Juan 2021 Tax Roll Certification.

---

**STAFF COMMENTS AND RECOMMENDATIONS:**

In Accordance with Property Tax Code, Section 26.09 (e) , I do hereby submit the 2021 City Property Tax Roll for your Approval. Pablo "Paul" Villarreal, Jr., RTA Tax Assessor and Collector for the Hidalgo County and the City of San Juan, has Calculated the Taxes Imposed on each Property listed in the Certified Appraisal Roll, as submitted by the Hidalgo County Appraisal District Chief Appraiser.

**RECOMMENDATION:**

Approve The City of San Juan 2021 Tax Roll Certification.

**PREPARED BY:**

Leroy Gonzales,  
Director of Finance

**APPROVED BY:**

Benjamin Arjona, City  
Manager

Office of Tax Assessor-Collector

# COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.

RECEIVED

NOV 22 2021

November 1, 2021

Benjamin Arjona, City Manager  
City of San Juan  
709 S. Nebraska St.  
San Juan, TX. 78589

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2157  
Fax (956) 318-2733  
[www.hidalgocountytax.org](http://www.hidalgocountytax.org)

Dear Mr. Arjona,

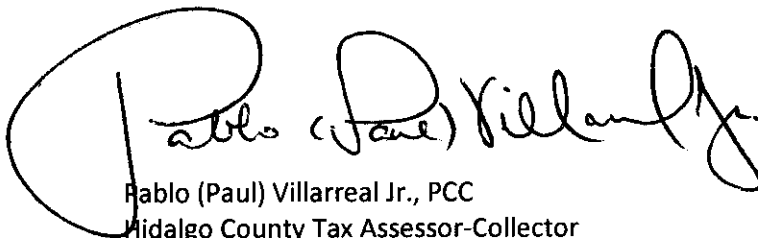
Enclosed please find the 2021 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,



Pablo (Paul) Villarreal Jr., PCC  
Hidalgo County Tax Assessor-Collector

Xc: Hon. Maria Arcilia Duran, CPA  
Hidalgo County Auditor

CITY OF SAN JUAN

ENTITY

The Following information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2021 Tax Rate (per \$100 valuation):

(A) Maintenance and Operation (M and O) \$ 0.5302

(B) Debt Service (I and S) \$ 0.1574

Total TAX RATE (A + B) FOR 2021 \$ 0.6876

Total TAX LEVY FOR 2021 \$ 9,088,383.56

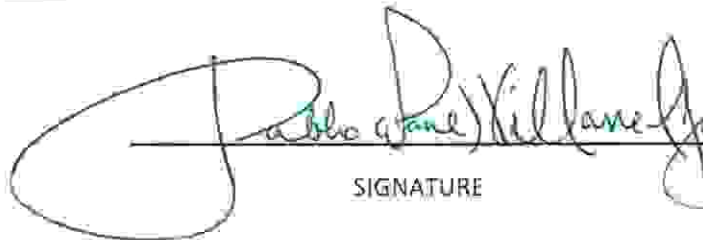
No-New-Revenue Rate 2021 \$ 0.650911

Voter-Approval Rate 2021 \$ 0.666021

Average Residential Value 2021 \$ 103,950

10/21/2021

DATE

A handwritten signature in black ink, appearing to read 'Pablo (Pam) Killane', is written over a horizontal line. The signature is stylized with a large loop at the beginning.

SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT

Attn: Lydia Elizondo, Finance/Personnel Director

PO BOX 208

EDINBURG, TX 78540-0208

FAX: (956) 289-2120



| ENTITY                                                          | CITY OF SAN JUAN (CSJ) | 2021                                          |
|-----------------------------------------------------------------|------------------------|-----------------------------------------------|
| JURISDICTION                                                    | 37                     |                                               |
| EXEMPT VALUE (EXXV)                                             |                        | TOTAL PARCELS 13,088                          |
| AG EXCLUSION 50,210,444                                         |                        | TOTAL MARKET VALUE 1,672,572,967              |
| HS CAPPED AMOUNT 53,353,729                                     |                        | TOTAL EXEMPT PROPERTY - 316,404,059           |
| ABATED AMOUNT                                                   |                        | TAXABLE VALUE = 1,356,168,908                 |
| FREEPORT VALUE                                                  |                        | TAX RATE PER \$100 * 0.6876                   |
| HB366 VALUE 5,257                                               |                        | LEVY (Before Frozen Levy Loss) = 9,325,017.41 |
| POLLUTION VALUE 52,250                                          |                        | LEVY LOSS DUE TO FREEZE - 244,890.52          |
| HISTORICAL VALUE                                                |                        | 2525D + 44.69                                 |
| CHDO EXEMPTION 60,464                                           |                        | LATE RENDITION + 8,211.54                     |
| PRO SCHOOLS 2,181,374                                           |                        | LEVY = 9,088,383.12                           |
| VETERAN FULL EXEMP<br>OVER 65 HOMESTEAD<br>EXEMPTION 11,874,554 |                        | TOTAL LEVY (From TC502) = 9,088,383.56        |
| OVER 65 HOMESTEAD<br>SURVIVING SPOUSE 9,494,050                 |                        | VARIANCE +/- -0.44                            |
| 540,000                                                         |                        |                                               |
| DISABLED 1,410,000                                              |                        |                                               |
| VETERAN EXEMPTIONS 1,724,581                                    |                        |                                               |
| PRO CHARITABLE FUNCT 62,417                                     |                        |                                               |
| PRORATED EXXV 184,404,018                                       |                        |                                               |
| CHARITABLE ORG                                                  |                        |                                               |
| PRO NON PROFIT 1,024,725                                        |                        |                                               |
| EXEMPT 6,196                                                    |                        |                                               |
| TOTAL EXEMPT PROPERTY 316,404,059                               |                        |                                               |

Jurisdiction: 37 CITY OF SAN JUAN

Total Parcels: 13,088  
 Market Value: 1,672,572,967  
 Tax Rate: 0.6876000  
 State Hom: 0  
 State O65: 0  
 Disabled: 0  
 Opt Hom: 0.0000000  
 Opt O65: 5,000  
 Opt Disabled: 5,000

AG Exclusion Count: 217  
 Timber Exclusion Count: 0  
 HS Capped Count: 4,315  
 Assessed Value: 1,569,008,794  
 AG Exclusion Amt: 50,210,444  
 Timber Exclusion Amt: 0  
 HS Capped Amt: 53,353,729  
 Exempt Count/Amt: 9  
 Hb366 Count/Amt: 23  
 Prorated-Exxv Count/Amt: 292  
 100% Exempt Vet Count/Amt: 86  
 Pro Non Profit Count/Amt: 3  
 Pro Charitable Functions Count/Amt: 6,196  
 Pollution Control Count/Amt: 5,257  
 Pro Schools Count/Amt: 184,404,018  
 Chdo Count/Amt: 11,874,554  
 State Homestead Amt: 6,256  
 Local Homestead Amt: 0  
 State Over 65 Count: 0  
 Local Over 65 Count: 1,948  
 Surviving Spouse Count: 113  
 State Disabled Count: 0  
 Local Disabled Count: 293  
 Total VET Count: 169  
 \*VET Surviving Spouse Count: 10  
 \*included in the Total VET Count/Amt

State Homestead Count: 6,256  
 Local Homestead Count: 0  
 State Over 65 Count: 0  
 Local Over 65 Count: 1,948  
 Surviving Spouse Count: 113  
 State Disabled Count: 0  
 Local Disabled Count: 293  
 Total VET Count: 169  
 \*VET Surviving Spouse Count: 10  
 \*included in the Total VET Count/Amt  
 State Homestead Amt: 0  
 Local Homestead Amt: 0  
 State Over 65 Amt: 0  
 Local Over 65 Amt: 9,494,050  
 Surviving Spouse Amt: 540,000  
 State Disabled Amt: 0  
 Local Disabled Amt: 1,410,000  
 Total VET Amt: 1,724,581  
 \*VET Surviving Spouse Amt: 92,500

Partial Exempt Values: 13,168,631  
 Taxable Value: 1,356,168,908  
 Total Levy Amt: 9,088,383.56  
 2525D Count: 1  
 Late Rendition Penalty Count: 318  
 Frozen Account Count: 2,286  
 Frozen Homestead Value: 184,247,764  
 Frozen Taxable Value: 165,967,659  
 Unfrozen Levy Amt: 1,141,193.71  
 Frozen Levy Amt: 896,303.19  
 Frozen Levy Loss Amt: 244,890.52  
 Total Non-Exempt Parcel Count: 13,079  
 2525D Amt: 44.69  
 Late Rendition Penalty Amt: 8,211.54

## CERTIFIED TAX ROLL AS OF OCTOBER 1, 2021

TAX ASSESSMENT ROLLS OF CITY OF SAN JUAN FOR THE YEAR 2021 SHOW THE FOLLOWING SUMMARIES:

| ROLL                 | NUMBER ACCTS  | MARKET VALUE         | TAXABLE VALUE        | FREEZE LOSS       | TOTAL LEVY          |
|----------------------|---------------|----------------------|----------------------|-------------------|---------------------|
| REAL PROPERTY        | 12,339        | 1,582,536,298        | 1,267,195,717        | 244,890.52        | 8,468,392.28        |
| PERSONAL PROPERTY    | 749           | 90,036,669           | 88,973,191           | .00               | 619,991.28          |
| MOBILE HOME PROPERTY | 0             | 0                    | 0                    | .00               | .00                 |
| MINERAL PROPERTY     | 0             | 0                    | 0                    | .00               | .00                 |
| OTHER PROPERTY       | 0             | 0                    | 0                    | .00               | .00                 |
| <b>TOTAL</b>         | <b>13,088</b> | <b>1,672,572,967</b> | <b>1,356,168,908</b> | <b>244,890.52</b> | <b>9,088,383.56</b> |

RATE OF TAXATION ASSESSMENT RATIO 100%  
TOTAL TAX RATE 00.687600

PABLO (PAUL) VILLARREAL JR., PCC  
TAX ASSESSOR - COLLECTOR HIDALGO COUNTY

BY:



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Approval of the Monthly Tax Collection Report -October 2021

---

**STAFF COMMENTS AND RECOMMENDATIONS:**

Consider Approval of the Monthly Tax Collection Report -October 2021

**RECOMMENDATION:**

Approve as Recommended

**PREPARED BY:**

Leroy Gonzales,  
Director of Finance

**APPROVED BY:**

Benjamin Arjona, City  
Manager



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

**To:** Benjamin Arjona, City Manager  
**From:** Leroy Gonzales, Director of Finance  
**Date:** December 28, 2021  
**Subject:** Monthly Collection Report – October, 2021

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

| Tax Year             | SUMMARY OF TAX LEVY COLLECTIONS |              |              |              |               |
|----------------------|---------------------------------|--------------|--------------|--------------|---------------|
|                      | 2021                            | 2020         | 2019         | 2018         | 2017          |
| Tax Levy             | 9,088,383.56                    | 7,793,728.78 | 7,286,363.64 | 7,112,363.88 | 6,638,277.981 |
| Adjustment to date   | 103,468.54                      | (31,767.84)  | (16,319.15)  | (4,985.64)   | (19,259.27)   |
| Adjusted Tax Levy    | 9,191,852.10                    | 7,761,960.94 | 7,270,044.49 | 7,107,378.24 | 6,619,018.74  |
| Collections to date  | 117,479.56                      | 7,396,436.76 | 6,913,739.06 | 6,751,777.82 | 6,232,308.52  |
| Percentage Collected | 1.28%                           | 96.30%       | 95.29%       | 95.10%       | 95.00%        |

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

MSB

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF SAN JUAN TAXES COLLECTED FOR:  
OCTOBER 2021**

**COMPARATIVE RATE OF COLLECTIONS**

| CITY OF SAN JUAN<br>CSJ (37) | ORIGINAL<br>TAX LEVY | COLLECTED<br>TO DATE | DROPPED YRS<br>AFTER PURGE | MODIF.<br>TO DATE | TAXES<br>OUTSTANDING | PERCENT<br>2020/2021 | COLLECTED<br>2019/2020 |
|------------------------------|----------------------|----------------------|----------------------------|-------------------|----------------------|----------------------|------------------------|
| 2021 TAX ROLL                | 9,088,383.56         | 117,479.56           |                            | 103,468.54        | 9,074,372.54         | 1.28%                | 1.54%                  |
| 2020 & PRIOR YRS             | 1,310,937.78         | 32,000.72            |                            | (10,612.53)       | 1,268,324.53         | 2.46%                | 3.27%                  |
| ROLLBACK                     | 8,033.72             |                      |                            |                   | 8,033.72             | 0.00%                | 0.00%                  |
| <b>TOTALS</b>                | <b>10,407,355.06</b> | <b>149,480.28</b>    | <b>-</b>                   | <b>92,856.01</b>  | <b>10,350,730.79</b> |                      |                        |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF OCTOBER 2021**

|                            | CITY OF SAN JUAN  | MONTHLY<br>MODIFICATIONS |
|----------------------------|-------------------|--------------------------|
| CURRENT YEAR-BASE TAX      | 117,479.56        | 103,468.54 CURRENT       |
| CURRENT YEAR-P&I           |                   |                          |
| PRIOR YEARS-BASE TAX       | 32,000.72         | (10,612.53) PRIOR        |
| PRIOR YEARS-P&I            | 14,858.69         |                          |
| ROLLBACK                   | -                 | ROLLBACK                 |
| ROLLBACK P&I               | -                 |                          |
| ATTORNEY FEES              | 7,105.20          | PURGED                   |
| <b>TOTAL COLLECTIONS</b>   | <b>171,444.17</b> | <b>92,856.01</b>         |
| LESS TRANSFERRED           | 73,121.64         |                          |
| LESS IN TRANSIT            | 94,965.33         |                          |
| LESS DUE TO HCAD COMM. FEE | (18.80)           |                          |
| LESS DUE TO CO TREASURER   | 3,376.00          |                          |
| <b>BALANCE</b>             | <b>-</b>          |                          |

**AFFIDAVIT**

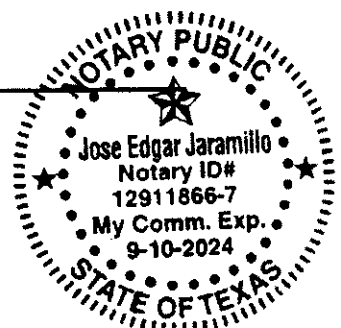
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF OCTOBER 2021 IS CORRECT.

*Pablo Villarreal Jr.*  
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF NOVEMBER 2021 A.D.

*Jose Edgar Jaramillo*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS





**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR**  
**CITY OF SAN JUAN**  
**TAX COLLECTION REPORT**  
**FOR THE MONTH OF OCTOBER 2021**

| <b><u>AD VALOREM - CITY OF SAN JUAN</u></b> | <b><u>2021-2022</u></b> | <b><u>2020-2021</u></b> | <b><u>DIFFERENCE</u></b> |
|---------------------------------------------|-------------------------|-------------------------|--------------------------|
| <b><u>2021 CURRENT</u></b>                  |                         |                         |                          |
| ORIGINAL LEVY                               | 9,088,383.56            | 8,178,632.23            | 909,751.33               |
| MODIFICATIONS                               | 103,468.54              | 286,189.51              | (182,720.97)             |
| CURRENT LEVY                                | 9,191,852.10            | 8,464,821.74            | 727,030.36               |
| CURRENT COLLECTIONS THIS MONTH              | 117,479.56              | 130,555.94              | (13,076.38)              |
| <b>CURRENT COLLECTIONS TO DATE</b>          | <b>117,479.56</b>       | <b>130,555.94</b>       | <b>(13,076.38)</b>       |
| OUTSTANDING TO DATE                         | 9,074,372.54            | 8,334,265.80            | 740,106.74               |
| PERCENT COLLECTED/ORIGINAL                  | 1.29%                   | 1.60%                   | -0.31%                   |
| PERCENT COLLECTED/MODIFIED                  | 1.28%                   | 1.54%                   | -0.26%                   |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>117,479.56</b>       | <b>130,555.94</b>       |                          |
| <br><b><u>DELINQUENT</u></b>                |                         |                         |                          |
| ORIGINAL LEVY                               | 1,310,937.78            | 1,400,520.59            | (89,582.81)              |
| MODIFICATIONS                               | (10,612.53)             | (1,028.63)              | (9,583.90)               |
| DELINQUENT LEVY                             | 1,300,325.25            | 1,399,491.96            | (99,166.71)              |
| DELINQUENT COLLECTIONS THIS MONTH           | 32,000.72               | 45,824.27               | (13,823.55)              |
| <b>DELINQUENT COLLECTIONS TO DATE</b>       | <b>32,000.72</b>        | <b>45,824.27</b>        | <b>(13,823.55)</b>       |
| OUTSTANDING TO DATE                         | 1,268,324.53            | 1,353,667.69            | (85,343.16)              |
| PERCENT COLLECTED/ORIGINAL                  | 2.44%                   | 3.27%                   | -0.83%                   |
| PERCENT COLLECTED/MODIFIED                  | 2.46%                   | 3.27%                   | -0.81%                   |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>32,000.72</b>        | <b>45,824.27</b>        |                          |
| <br><b><u>ROLLBACK</u></b>                  |                         |                         |                          |
| ORIGINAL LEVY                               | 8,033.72                | 0.00                    | 8,033.72                 |
| MODIFICATIONS                               | 0.00                    | 826.90                  | (826.90)                 |
| ROLLBACK LEVY                               | 8,033.72                | 826.90                  | 7,206.82                 |
| ROLLBACK COLLECTIONS THIS MONTH             | 0.00                    | 0.00                    | 0.00                     |
| <b>ROLLBACK COLLECTIONS TO DATE</b>         | <b>0.00</b>             | <b>0.00</b>             | <b>0.00</b>              |
| OUTSTANDING TO DATE                         | 8,033.72                | 826.90                  | 7,206.82                 |
| PERCENT COLLECTED/ORIGINAL                  | 0.00%                   | #DIV/0!                 | #DIV/0!                  |
| PERCENT COLLECTED/MODIFIED                  | 0.00%                   | 0.00%                   | 0.00%                    |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>0.00</b>             | <b>0.00</b>             |                          |

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR**  
**CITY OF SAN JUAN**

**TAX COLLECTIONS FOR MONTH OF: OCTOBER 2021**

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| REPORT DATE | CURR BASE         | CURR P&I    | CURR RB     | CURR RB P&I | PRIOR BASE       | PRIOR P&I        | PRIOR RB    | PRIOR RB P&I | ATTY FEES       | ATTY RBFEES | TOTAL             | TOTAL TRANSF      | DIFF.           | DATE OF TRANSF. |
|-------------|-------------------|-------------|-------------|-------------|------------------|------------------|-------------|--------------|-----------------|-------------|-------------------|-------------------|-----------------|-----------------|
| 1-Oct       |                   |             |             |             | 1,059.61         | 235.26           |             |              | 146.51          |             | 1,441.38          |                   | 1,441.38        |                 |
| 4-Oct       |                   |             |             |             | 1,131.22         | 308.70           |             |              | 184.99          |             | 1,624.91          |                   | 1,624.91        |                 |
| 5-Oct       |                   |             |             |             | 1,282.59         | 337.36           |             |              | 238.50          |             | 1,858.45          |                   | 1,858.45        |                 |
| 6-Oct       |                   |             |             |             | 445.78           | 229.69           |             |              | 63.68           |             | 739.15            |                   | 739.15          |                 |
| 7-Oct       |                   |             |             |             | 1,172.64         | 294.77           |             |              | 140.57          |             | 1,607.98          |                   | 1,607.98        |                 |
| 8-Oct       |                   |             |             |             | 4,567.57         | 1,243.58         |             |              | 382.60          |             | 6,193.75          |                   | 6,193.75        |                 |
| 9-Oct       |                   |             |             |             | (7,418.46)       | (72.91)          |             |              | (18.37)         |             | (7,509.74)        |                   | (7,509.74)      |                 |
| 10-Oct      |                   |             |             |             | (334.28)         | (10.83)          |             |              | (6.50)          |             | (351.61)          |                   | (351.61)        |                 |
| 12-Oct      |                   |             |             |             | 508.45           | 101.74           |             |              | 85.75           |             | 695.94            |                   | 695.94          |                 |
| 13-Oct      |                   |             |             |             | 3,574.61         | 3,137.29         |             |              | 964.68          |             | 7,676.58          |                   | 7,676.58        |                 |
| 14-Oct      | 1,016.56          |             |             |             | 9,074.86         | 2,085.70         |             |              | 1,663.18        |             | 13,840.30         |                   | 13,840.30       |                 |
| 15-Oct      | 233.94            |             |             |             | 889.71           | 338.17           |             |              | 164.84          |             | 1,626.66          |                   | 1,626.66        | 22-Oct          |
| 18-Oct      | 2,679.91          |             |             |             | 2,233.31         | 1,148.95         |             |              | 462.46          |             | 6,524.63          | 26,067.75         | (0.00)          | 22-Oct          |
| 19-Oct      | 2,198.76          |             |             |             | 1,767.02         | 426.81           |             |              | 224.28          |             | 4,616.87          | 6,524.63          | -               | 25-Oct          |
| 20-Oct      | 3,411.97          |             |             |             | 294.74           | 88.33            |             |              | 38.79           |             | 3,833.83          | 4,616.87          | -               | 26-Oct          |
| 21-Oct      | 7,776.03          |             |             |             | 435.96           | 107.22           |             |              | 81.48           |             | 8,400.69          | 3,833.83          | (0.00)          | 27-Oct          |
| 22-Oct      | 5,503.66          |             |             |             | 2,661.32         | 603.07           |             |              | 489.66          |             | 9,257.71          | 8,400.69          | -               | 28-Oct          |
| 25-Oct      | 13,404.93         |             |             |             | 486.40           | 401.44           |             |              | 127.39          |             | 14,420.16         | 9,257.71          | -               | 29-Oct          |
| 26-Oct      | 10,666.38         |             |             |             | 960.01           | 182.69           |             |              | 145.55          |             | 11,954.63         | 14,420.16         | -               | 1-Nov           |
| 27-Oct      | 11,242.76         |             |             |             | 3,168.66         | 2,544.66         |             |              | 803.97          |             | 17,760.05         | 11,954.63         | -               | 2-Nov           |
| 28-Oct      | 2,919.29          |             |             |             | 674.92           | 267.04           |             |              | 140.25          |             | 4,001.50          | 17,760.05         | 0.00            | 3-Nov           |
| 29-Oct      | 56,425.37         |             |             |             | 3,364.08         | 859.96           |             |              | 580.94          |             | 61,230.35         | 4,001.50          | -               | 9-Nov           |
|             |                   |             |             |             |                  |                  |             |              |                 |             | 61,249.15         | 61,230.35         | (18.80)         |                 |
| <b>TTL</b>  | <b>117,479.56</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>32,000.72</b> | <b>14,858.69</b> | <b>0.00</b> | <b>0.00</b>  | <b>7,105.20</b> | <b>0.00</b> | <b>171,444.17</b> | <b>168,086.97</b> | <b>3,357.20</b> |                 |

|                        |            |
|------------------------|------------|
| OVERALL TOTAL          | 171,444.17 |
| LESS REFUNDS           | 0.00       |
| LESS HCAD COMM FEES    | (18.80)    |
| LESS COMM/COST         | 3,376.00   |
| BALANCE                | 168,086.97 |
| LESS TRANSFERRED       | 73,121.64  |
| LESS TRANSF IN TRANSIT | 94,965.33  |
| BALANCE PENDING        | 0.00       |

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0037 CITY OF SAN JUAN

|              | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE  | TAX LEVY     | PAID ACCTS |
|--------------|--------------------|-------------|---------------|-----------|--------------|------------|
| CURRENT YEAR | 1,356,168,908      | 15,557,096  | 1,371,726,004 | 00.687600 | 9,191,852.10 | 575        |

| YEAR | TAXES DUE     | MONTH ADJ  | ADJUSTMENT YTD | LEVY PAID  | PAID YTD   | BALANCE       | COLL % | YTD UNCOLL |
|------|---------------|------------|----------------|------------|------------|---------------|--------|------------|
| 2021 | 9,088,383.56  | 103,468.54 | 103,468.54     | 117,479.56 | 117,479.56 | 9,074,372.54  | 1.28   | 0.00       |
| 2020 | 312,117.59    | 7,932.42   | 7,932.42       | 16,986.44  | 16,986.44  | 287,138.73    | 5.58   | 71.28      |
| 2019 | 164,177.50    | 1,625.18   | 1,625.18       | 4,299.23   | 4,299.23   | 158,253.09    | 2.64   | 201.49     |
| 2018 | 105,283.41    | 761.30     | 761.30         | 2,070.81   | 2,070.81   | 102,451.30    | 1.98   | 201.49     |
| 2017 | 83,971.33     | 236.46     | 236.46         | 1,717.57   | 1,717.57   | 82,017.30     | 2.05   | 201.49     |
| 2016 | 66,281.08     | 57.17      | 57.17          | 1,263.01   | 1,263.01   | 64,960.90     | 1.91   | 22.21      |
| 2015 | 59,065.98     | .00        | 0.00           | 848.51     | 848.51     | 58,217.47     | 1.44   | 0.00       |
| 2014 | 51,960.23     | .00        | 0.00           | 924.34     | 924.34     | 51,035.89     | 1.78   | 0.00       |
| 2013 | 49,204.50     | .00        | 0.00           | 341.25     | 341.25     | 48,863.25     | .69    | 0.00       |
| 2012 | 47,521.87     | .00        | 0.00           | 576.31     | 576.31     | 46,945.56     | 1.21   | 0.00       |
| 2011 | 58,305.36     | .00        | 0.00           | 556.74     | 556.74     | 57,748.62     | .95    | 0.00       |
| 2010 | 43,687.27     | .00        | 0.00           | 526.09     | 526.09     | 43,161.18     | 1.20   | 0.00       |
| 2009 | 42,731.21     | .00        | 0.00           | 510.23     | 510.23     | 42,220.98     | 1.19   | 0.00       |
| 2008 | 33,944.94     | .00        | 0.00           | 533.99     | 533.99     | 33,410.95     | 1.57   | 0.00       |
| 2007 | 29,329.45     | .00        | 0.00           | 163.84     | 163.84     | 29,165.61     | .56    | 0.00       |
| 2006 | 26,114.72     | .00        | 0.00           | 79.43      | 79.43      | 26,035.29     | .30    | 0.00       |
| 2005 | 23,041.36     | .00        | 0.00           | 93.09      | 93.09      | 22,948.27     | .40    | 0.00       |
| 2004 | 16,841.16     | .00        | 0.00           | 137.14     | 137.14     | 16,704.02     | .81    | 0.00       |
| 2003 | 17,352.08     | .00        | 0.00           | 77.59      | 77.59      | 17,274.49     | .45    | 0.00       |
| 2002 | 14,005.44     | .00        | 0.00           | 68.72      | 68.72      | 13,936.72     | .49    | 0.00       |
| 2001 | 11,920.15     | .00        | 0.00           | 120.77     | 120.77     | 11,799.38     | 1.01   | 0.00       |
| 2000 | 54,081.15     | .00        | 0.00           | 105.62     | 105.62     | 53,975.53     | .20    | 0.00       |
| ***  | 10,399,321.34 | 92,856.01  | 92,856.01      | 149,480.28 | 149,480.28 | 10,342,697.07 |        | 697.96     |

**CITY OF SAN JUAN, TEXAS**  
**AS OF October 2021**

**Levy 2021 (21-22 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 9,088,383.56 | OCT 2021     | NOV 2021     | DEC 2021     | JAN 2022     | FEB 2022     | MAR 2022     | APR 2022     | MAY 2022     | JUN 2022     | JUL 2022     | AUG 2022     | SEPT 2022    |
| 103,468.54   | 102,204.24   | 9,190,587.80 | 9,088,383.56 | 9,088,383.56 | 9,088,383.56 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 |
| Adjustments  | 9,191,852.10 | 9,190,587.80 | 9,088,383.56 | 9,088,383.56 | 9,088,383.56 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 |
| Adjst Lev    | 117,479.56   | 889,430.88   | 3,953,871.77 | 6,761,511.71 | 7,363,117.19 | 7,730,743.55 | 7,883,151.58 | 7,958,400.88 | 8,038,910.70 | 8,088,931.19 | 8,112,398.19 | 8,133,995.20 |
| Collections  | 1.28         | 9.68         | 43.50        | 74.40        | 81.02        | 94.52        | 96.39        | 97.31        | 98.29        | 98.90        | 99.19        | 99.45        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

**Levy 2020 (20-21 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 8,178,632.23 | OCT 2020     | NOV 2020     | DEC 2020     | JAN 2021     | FEB 2021     | MAR 2021     | APR 2021     | MAY 2021     | JUN 2021     | JUL 2021     | AUG 2021     | SEPT 2021    |
| 286,189.51   | 287,603.92   | 8,466,236.15 | 8,466,066.46 | 8,460,118.64 | 8,456,277.14 | 8,448,329.57 | 8,447,147.75 | 8,446,877.37 | 8,446,428.61 | 8,446,428.61 | 8,446,112.79 | 8,446,112.79 |
| Adjustments  | 8,464,821.74 | 8,466,236.15 | 8,466,066.46 | 8,460,118.64 | 8,456,277.14 | 8,448,329.57 | 8,447,147.75 | 8,446,877.37 | 8,446,428.61 | 8,446,428.61 | 8,446,112.79 | 8,446,112.79 |
| Adjst Lev    | 130,555.94   | 684,177.98   | 3,953,871.77 | 6,761,511.71 | 7,363,117.19 | 7,730,743.55 | 7,883,151.58 | 7,958,400.88 | 8,038,910.70 | 8,088,931.19 | 8,112,398.19 | 8,133,995.20 |
| Collections  | 1.54         | 8.08         | 46.70        | 79.92        | 87.07        | 91.51        | 93.32        | 94.22        | 95.18        | 95.77        | 96.05        | 96.30        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

**Levy 2019 (19-20 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 7,793,728.78 | OCT 2019     | NOV 2019     | DEC 2019     | JAN 2020     | FEB 2020     | MAR 2020     | APR 2020     | MAY 2020     | JUN 2020     | JUL 2020     | AUG 2020     | SEPT 2020    |
| (2,881.85)   | (8,507.53)   | 7,785,221.25 | 7,783,502.76 | 7,781,384.53 | 7,785,267.30 | 7,769,522.93 | 7,769,522.93 | 7,767,153.34 | 7,767,231.94 | 7,762,123.71 | 7,762,123.71 | 7,761,960.94 |
| Adjustments  | 7,790,846.93 | 7,785,221.25 | 7,783,502.76 | 7,781,384.53 | 7,785,267.30 | 7,769,522.93 | 7,769,522.93 | 7,767,153.34 | 7,767,231.94 | 7,762,123.71 | 7,762,123.71 | 7,761,960.94 |
| Adjst Lev    | 175,292.78   | 640,774.22   | 3,552,655.97 | 6,112,934.56 | 6,653,965.90 | 6,935,008.58 | 7,038,803.16 | 7,163,810.26 | 7,269,120.58 | 7,334,802.90 | 7,369,890.49 | 7,396,486.76 |
| Collections  | 2.25         | 8.23         | 45.64        | 78.56        | 85.47        | 89.26        | 90.60        | 92.23        | 93.59        | 94.49        | 94.95        | 95.29        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

**Levy 2018 (18-19 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 7,286,363.64 | OCT 2018     | NOV 2018     | DEC 2018     | JAN 2019     | FEB 2019     | MAR 2019     | APR 2019     | MAY 2019     | JUN 2019     | JUL 2019     | AUG 2019     | SEPT 2019    |
| (1,478.12)   | (296.36)     | 7,286,067.28 | 7,284,897.95 | 7,279,737.86 | 7,277,310.79 | 7,274,655.56 | 7,272,834.53 | 7,272,052.48 | 7,271,545.23 | 7,271,545.23 | 7,271,545.23 | 7,270,044.49 |
| Adjustments  | 7,286,363.64 | 7,286,067.28 | 7,284,897.95 | 7,279,737.86 | 7,277,310.79 | 7,274,655.56 | 7,272,834.53 | 7,272,052.48 | 7,271,545.23 | 7,271,545.23 | 7,271,545.23 | 7,270,044.49 |
| Adjst Lev    | 40,446.92    | 465,847.78   | 3,420,804.86 | 5,752,092.83 | 6,215,142.89 | 6,505,324.90 | 6,627,411.69 | 6,726,104.39 | 6,801,180.60 | 6,848,618.95 | 6,886,059.71 | 6,913,739.06 |
| Collections  | 0.56         | 6.39         | 46.96        | 79.02        | 85.40        | 89.42        | 91.13        | 92.49        | 93.53        | 94.18        | 94.70        | 95.10        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

**Levy 2017 (17-18 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 7,112,363.88 | OCT 2017     | NOV 2017     | DEC 2017     | JAN 2018     | FEB 2018     | MAR 2018     | APR 2018     | MAY 2018     | JUN 2018     | JUL 2018     | AUG 2018     | SEPT 2018    |
| 10,342.19    | 7,030.81     | 7,119,394.69 | 7,131,976.91 | 7,127,939.99 | 7,118,664.03 | 7,117,415.24 | 7,111,541.76 | 7,109,077.99 | 7,108,820.40 | 7,108,820.40 | 7,107,935.12 | 7,107,378.24 |
| Adjustments  | 7,122,706.07 | 7,119,394.69 | 7,131,976.91 | 7,127,939.99 | 7,118,664.03 | 7,117,415.24 | 7,111,541.76 | 7,109,077.99 | 7,108,820.40 | 7,108,820.40 | 7,107,935.12 | 7,107,378.24 |
| Adjst Lev    | 39,756.60    | 482,899.51   | 3,199,539.87 | 5,537,376.14 | 6,069,205.04 | 6,342,559.09 | 6,465,719.48 | 6,561,382.23 | 6,639,410.61 | 6,693,744.82 | 6,734,386.80 | 6,751,777.82 |
| Collections  | 0.56         | 6.78         | 44.86        | 77.69        | 85.26        | 89.11        | 90.92        | 92.30        | 93.40        | 94.16        | 94.74        | 95.00        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

**Levy 2016 (16-17 YR)**

|              |              |              |              |              |              |              |              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 6,638,277.98 | OCT 2016     | NOV 2016     | DEC 2016     | JAN 2017     | FEB 2017     | MAR 2017     | APR 2017     | MAY 2017     | JUN 2017     | JUL 2017     | AUG 2017     | SEPT 2017    |
| (2,244.53)   | (3,422.70)   | 6,634,855.28 | 6,630,519.81 | 6,627,364.26 | 6,627,364.26 | 6,623,225.58 | 6,622,123.13 | 6,622,388.36 | 6,621,740.56 | 6,621,740.56 | 6,621,740.56 | 6,619,018.71 |
| Adjustments  | 6,636,033.45 | 6,634,855.28 | 6,630,519.81 | 6,627,364.26 | 6,627,364.26 | 6,623,225.58 | 6,622,123.13 | 6,622,388.36 | 6,621,740.56 | 6,621,740.56 | 6,621,740.56 | 6,619,018.71 |
| Adjst Lev    | 38,038.02    | 484,217.14   | 2,932,614.30 | 5,130,709.37 | 5,593,914.24 | 5,874,412.22 | 5,981,376.95 | 6,063,246.26 | 6,135,073.86 | 6,173,392.85 | 6,211,806.10 | 6,232,308.52 |
| Collections  | 0.57         | 7.30         | 44.23        | 77.42        | 84.41        | 88.69        | 90.32        | 91.56        | 92.65        | 93.23        | 93.81        | 94.16        |
| Percentage   |              |              |              |              |              |              |              |              |              |              |              |              |

|                             |              |              |              |              |              |              |              |              |              |              |              |              |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Levy 2015 (15-16 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,363,985.51                | OCT 2015     | NOV 2015     | DEC 2015     | JAN 2016     | FEB 2016     | MAR 2016     | APR 2016     | MAY 2016     | JUN 2016     | JUL 2016     | AUG 2016     | SEPT 2016    |
| Adjustments                 | 16,923.38    | 16,343.86    | 15,174.33    | 12,248.13    | 3,359.23     | 2,743.56     | 3,689.88     | 3,689.88     | 3,643.08     | 3,453.65     | 3,453.65     | 2,492.92     |
| Adjusted Levy               | 6,380,908.89 | 6,380,329.37 | 6,379,159.84 | 6,376,233.64 | 6,367,344.74 | 6,366,729.07 | 6,367,675.39 | 6,367,675.39 | 6,367,628.59 | 6,367,439.16 | 6,367,439.16 | 6,366,478.43 |
| Collections                 | 30,228.48    | 473,930.57   | 2,957,041.48 | 4,868,333.42 | 5,383,897.22 | 5,636,678.33 | 5,759,686.01 | 5,836,094.81 | 5,909,114.77 | 5,945,053.31 | 5,978,898.45 | 6,006,559.85 |
| Percentage                  | 0.47         | 7.43         | 46.35        | 76.35        | 84.55        | 88.53        | 90.45        | 91.65        | 92.80        | 93.37        | 93.90        | 94.35        |
| <b>Levy 2014 (14-15 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,062,874.30                | OCT 2014     | NOV 2014     | DEC 2014     | JAN 2015     | FEB 2015     | MAR 2015     | APR 2015     | MAY 2015     | JUN 2015     | JUL 2015     | AUG 2015     | SEPT 2015    |
| Adjustments                 | 60,733.51    | 60,140.93    | 56,698.99    | 53,665.41    | 34,516.60    | 24,796.93    | 23,579.34    | 27,488.04    | 24,224.31    | 23,656.24    | 22,138.85    | 22,138.85    |
| Adjusted Levy               | 6,123,607.81 | 6,123,015.23 | 6,119,573.29 | 6,116,539.71 | 6,097,390.90 | 6,087,671.23 | 6,086,453.64 | 6,090,362.34 | 6,087,098.61 | 6,086,530.54 | 6,085,013.15 | 6,085,013.15 |
| Collections                 | 16,215.04    | 492,588.40   | 2,645,528.79 | 4,602,715.11 | 5,106,457.36 | 5,336,845.78 | 5,422,212.16 | 5,505,371.53 | 5,593,139.34 | 5,669,786.37 | 5,702,816.66 | 5,720,270.90 |
| Percentage                  | 0.26         | 8.04         | 43.23        | 75.25        | 83.75        | 87.67        | 89.09        | 90.39        | 91.89        | 93.15        | 93.72        | 94.01        |
| <b>Levy 2013 (13-14 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,026,969.81                | OCT 2013     | NOV 13       | DEC 13       | JAN 14       | FEB 14       | MAR 14       | APR 14       | MAY 14       | JUN 14       | JUL 2014     | AUG 2014     | SEPT 14      |
| Adjustments                 | (34.83)      | 4,339.90     | 2,590.79     | (5,378.19)   | (6,015.81)   | (8,260.56)   | (11,819.73)  | (8,375.80)   | (12,883.52)  | (15,348.77)  | (15,348.77)  | (16,498.87)  |
| Adjusted Levy               | 6,026,934.98 | 6,031,309.71 | 6,029,560.60 | 6,021,591.62 | 6,020,954.00 | 6,018,709.25 | 6,015,150.08 | 6,018,594.01 | 6,014,086.29 | 6,011,910.58 | 6,011,621.04 | 6,010,470.94 |
| Collections                 | 32,279.62    | 601,876.01   | 2,596,943.90 | 4,373,598.17 | 4,986,813.44 | 5,265,476.99 | 5,363,199.71 | 5,431,795.38 | 5,510,781.54 | 5,573,532.08 | 5,598,332.25 | 5,620,809.41 |
| Percentage                  | 0.54         | 9.98         | 43.07        | 72.63        | 82.82        | 87.49        | 89.16        | 90.25        | 91.63        | 92.71        | 93.13        | 93.52        |
| <b>Levy 2012 (12-13 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,863,668.66                | OCT 2012     | NOV 12       | DEC 12       | JAN 13       | FEB 13       | MAR 13       | APR 13       | MAY 13       | JUN 13       | JUL 2013     | AUG 2013     | SEP 13       |
| Adjustments                 | -            | -            | 7,624.63     | 8,071.65     | 6,337.14     | 25,567.07    | (6,855.00)   | (7,107.30)   | (13,669.36)  | (13,669.36)  | (14,510.29)  | (15,355.04)  |
| Adjusted Levy               | 5,863,668.66 | 5,863,668.66 | 5,871,293.29 | 5,871,740.31 | 5,870,005.80 | 5,889,235.73 | 5,856,813.66 | 5,856,561.36 | 5,849,999.30 | 5,849,999.30 | 5,849,158.37 | 5,848,313.62 |
| Collections                 | 2,857.95     | 394,574.30   | 2,403,399.43 | 4,142,161.70 | 4,771,528.55 | 5,056,363.27 | 5,208,931.41 | 5,298,704.35 | 5,376,134.09 | 5,421,008.00 | 5,450,025.91 | 5,464,167.23 |
| Percentage                  | 0.05         | 6.73         | 40.93        | 70.54        | 81.29        | 85.86        | 88.94        | 90.47        | 91.90        | 92.67        | 93.18        | 93.43        |
| <b>Levy 2011 (FY 11-12)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,807,342.89                | OCT 11       | Nov 11       | Dec 11       | Jan 12       | Feb 12       | Mar 12       | Apr 12       | May 12       | Jun 12       | JUL 2012     | AUG 2012     | Sept 12      |
| Adjustments                 | (434.68)     | 9,757.00     | 7,191.02     | 6,935.04     | 6,744.28     | 2,616.92     | 1,327.13     | (8,800.15)   | (8,800.15)   | (8,800.15)   | (8,800.15)   | (16,234.68)  |
| Adjusted Levy               | 5,806,908.21 | 5,817,099.89 | 5,814,533.91 | 5,814,277.93 | 5,814,087.17 | 5,809,559.81 | 5,808,670.02 | 5,798,542.74 | 5,798,542.74 | 5,798,542.74 | 5,798,542.74 | 5,791,108.21 |
| Collections                 | 25,371.26    | 392,871.83   | 2,396,193.95 | 4,155,865.79 | 4,708,746.12 | 4,965,341.54 | 5,065,102.65 | 5,150,088.82 | 5,222,129.74 | 5,277,964.33 | 5,311,263.11 | 5,330,189.09 |
| Percentage                  | 0.44         | 6.75         | 41.21        | 71.48        | 80.99        | 85.46        | 87.20        | 88.82        | 90.06        | 91.02        | 91.60        | 92.04        |
| <b>Levy 2010 (FY 10-11)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,689,359.60                | OCT 10       | Nov 10       | Dec 10       | Jan 11       | Feb 11       | Mar 11       | Apr 11       | May 11       | Jun 11       | Jul 11       | Aug 11       | Sept 11      |
| Adjustments                 | (369.63)     | (2,132.72)   | (365.30)     | (4,388.62)   | (4,901.42)   | (5,178.87)   | (6,706.52)   | (2,962.02)   | (4,257.62)   | (11,079.53)  | (11,173.60)  | (11,810.88)  |
| Adjusted Levy               | 5,688,989.97 | 5,687,226.88 | 5,688,994.30 | 5,684,970.98 | 5,684,458.18 | 5,684,180.73 | 5,682,653.08 | 5,686,397.58 | 5,685,101.98 | 5,678,280.07 | 5,678,186.00 | 5,677,548.72 |
| Collections                 | 11,208.32    | 303,322.85   | 2,229,933.43 | 3,961,301.50 | 4,493,973.39 | 4,795,345.18 | 4,910,935.95 | 5,002,794.49 | 5,110,911.55 | 5,160,040.97 | 5,182,936.93 | 5,202,931.77 |
| Percentage                  | 0.20         | 5.33         | 39.20        | 69.68        | 79.06        | 84.36        | 86.42        | 87.98        | 89.90        | 90.87        | 91.28        | 91.64        |

|                             |              |              |              |              |              |              |              |              |              |              |              |                   |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------|
| <b>Levy 2009 (FY 09-10)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 5,701,885.79                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 09       | NOV 09       | DEC 09       | JAN 10       | FEB 10       | MAR 10       | APR 10       | MAY 10       | JUN 10       | JUL 10       | AUG 10       | SEP 10            |
| Adjusted Levy               | 5,701,885.79 | 7,424.84     | 16,530.13    | 14,684.93    | 14,684.93    | (14,062.27)  | (15,130.69)  | (14,892.39)  | (21,523.93)  | (22,109.34)  | (23,755.08)  | (24,108.71)       |
|                             |              | 5,709,310.63 | 5,718,415.92 | 5,716,570.72 | 5,716,570.72 | 5,687,823.52 | 5,686,755.10 | 5,686,993.40 | 5,680,361.84 | 5,679,776.45 | 5,678,130.71 | 5,677,777.08      |
| Collections                 | 20,202.08    | 312,338.39   | 2,062,388.58 | 3,825,229.28 | 4,409,951.58 | 4,628,745.47 | 4,740,932.15 | 4,854,551.44 | 4,950,637.34 | 5,007,393.58 | 5,051,197.80 | 5,080,118.00      |
| Percentage                  | 0.35         | 5.47         | 36.07        | 66.91        | 77.14        | 81.38        | 83.37        | 85.36        | 87.15        | 88.16        | 88.96        | 89.47             |
| <b>Levy 2008 (FY 08-09)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 5,024,576.42                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 08       | NOV 08       | DEC 08       | JAN 09       | FEB 09       | MAR 09       | APR 09       | MAY 09       | JUN 09       | JUL 09       | AUG 09       | SEP 09            |
| Adjusted Levy               | 5,027,004.24 | 5,060,395.55 | 5,085,053.32 | 5,085,053.32 | 5,076,499.89 | 5,053,553.53 | 5,051,531.92 | 5,048,240.58 | 5,047,432.22 | 5,047,432.22 | 5,047,424.28 | 5,047,014.57      |
| Collections                 | 58,594.96    | 304,883.37   | 1,731,394.12 | 3,322,372.84 | 3,910,956.49 | 4,110,332.08 | 4,204,850.46 | 4,311,453.83 | 4,404,354.93 | 4,469,283.70 | 4,497,381.41 | 4,525,948.61      |
| Percentage                  | 1.17         | 6.02         | 34.05        | 65.34        | 77.04        | 81.34        | 83.24        | 85.44        | 87.26        | 88.55        | 89.10        | 89.68             |
| <b>Levy 2007 (FY 07-08)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 4,465,732.01                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 07       | NOV 07       | DEC 07       | JAN 08       | FEB 08       | MAR 08       | APR 08       | MAY 08       | JUN 08       | JUL 08       | AUG 08       | SEP 08            |
| Adjusted Levy               | 4,471,366.30 | 4,491,382.42 | 4,492,200.56 | 4,492,049.39 | 4,489,644.92 | 4,519,717.04 | 4,536,608.86 | 4,535,940.11 | 4,541,259.66 | 4,541,589.79 | 4,541,589.79 | 4,537,175.45      |
| Collections                 | -            | 174,014.26   | 1,414,513.24 | 2,700,830.81 | 3,404,823.73 | 3,610,562.37 | 3,725,312.50 | 3,818,853.23 | 3,936,124.72 | 3,996,774.34 | 4,047,092.33 | 4,084,101.82      |
| Percentage                  | -            | 3.87         | 31.49        | 60.12        | 75.84        | 79.88        | 82.12        | 84.19        | 86.67        | 88.00        | 89.11        | 90.01             |
| <b>Levy 2006 (FY 06-07)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 3,969,895.75                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 06       | NOV 06       | DEC 06       | JAN 07       | FEB 07       | MAR 07       | APR 07       | MAY 07       | JUN 07       | JUL 07       | AUG 07       | SEP 07            |
| Adjusted Levy               | 3,970,548.45 | 3,972,989.93 | 3,973,776.53 | 3,972,568.94 | 3,972,852.67 | 3,971,406.97 | 3,971,777.79 | 3,974,372.52 | 3,974,372.52 | 3,974,092.24 | 3,973,716.37 | 3,973,716.37      |
| Collections                 | 7,623.95     | 256,052.80   | 1,252,142.50 | 2,367,711.39 | 2,955,181.63 | 3,152,274.42 | 3,241,653.45 | 3,311,256.82 | 3,396,702.55 | 3,450,406.31 | 3,507,247.07 | 3,543,750.21      |
| Percentage                  | 0.19         | 6.44         | 31.51        | 59.60        | 74.38        | 79.37        | 81.62        | 83.32        | 85.47        | 86.82        | 88.26        | 89.18             |
| <b>Levy 2005 (FY 05-06)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 3,624,334.79                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 05       | NOV 05       | DEC 05       | JAN 06       | FEB 06       | MAR 06       | APR 06       | MAY 06       | JUN 06       | JUL 06       | AUG 06       | SEP 06            |
| Adjusted Levy               | 3,635,935.84 | 3,651,659.56 | 3,651,753.03 | 3,650,631.78 | 3,649,762.06 | 3,650,083.37 | 3,650,138.95 | 3,650,063.75 | 3,650,298.25 | 3,650,298.25 | 3,649,617.42 | 3,648,403.89      |
| Collections                 | 235,068.44   | 1,216,067.43 | 1,485,867.17 | 2,145,921.90 | 2,680,117.58 | 2,859,160.58 | 2,942,344.67 | 3,001,789.83 | 3,069,943.94 | 3,173,142.83 | 3,160,234.59 | 3,184,175.39      |
| Percentage                  | 6.47         | 33.30        | 40.69        | 58.78        | 73.43        | 78.33        | 80.61        | 82.24        | 84.10        | 85.56        | 86.59        | 87.28             |
| PREPARED BY: Leroy Gonzales |              |              |              |              |              |              |              |              |              |              |              | December 29, 2021 |



**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Approval of the Monthly Tax Collection Report-November 2021

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**STAFF COMMENTS AND RECOMMENDATIONS:**

Consider Approval of the Monthly Tax Collection Report-November 2021

**RECOMMENDATION:**

Approve as Recommended

**PREPARED BY:**

Leroy Gonzales,  
Director of Finance

**APPROVED BY:**

Benjamin Arjona, City  
Manager



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

**To:** Benjamin Arjona, City Manager  
**From:** Leroy Gonzales, Director of Finance  
**Date:** December 29, 2021  
**Subject:** Monthly Collection Report – November, 2021

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

| Tax Year             | SUMMARY OF TAX LEVY COLLECTIONS |              |              |              |               |
|----------------------|---------------------------------|--------------|--------------|--------------|---------------|
|                      | 2021                            | 2020         | 2019         | 2018         | 2017          |
| Tax Levy             | 9,088,383.56                    | 7,793,728.78 | 7,286,363.64 | 7,112,363.88 | 6,638,277.981 |
| Adjustment to date   | 102,204.24                      | (31,767.84)  | (16,319.15)  | (4,985.64)   | (19,259.27)   |
| Adjusted Tax Levy    | 9,190,587.80                    | 7,761,960.94 | 7,270,044.49 | 7,107,378.24 | 6,619,018.74  |
| Collections to date  | 889,430.88                      | 7,396,436.76 | 6,913,739.06 | 6,751,777.82 | 6,232,308.52  |
| Percentage Collected | 9.68%                           | 96.30%       | 95.29%       | 95.10%       | 95.00%        |

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

MSB

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR**  
**CITY OF SAN JUAN TAXES COLLECTED FOR:**  
**NOVEMBER 2021**

**COMPARATIVE RATE OF COLLECTIONS**

| CITY OF SAN JUAN<br>CSJ (37) | ORIGINAL<br>TAX LEVY | COLLECTED<br>TO DATE | DROPPED YRS<br>AFTER PURGE | MODIF.<br>TO DATE | TAXES<br>OUTSTANDING | PERCENT<br>2020/2021 | COLLECTED<br>2019/2020 |
|------------------------------|----------------------|----------------------|----------------------------|-------------------|----------------------|----------------------|------------------------|
| 2021 TAX ROLL                | 9,088,383.56         | 889,430.88           |                            | 102,204.24        | 8,301,156.92         | 9.68%                | 8.08%                  |
| 2020 & PRIOR YRS             | 1,310,937.78         | 76,160.79            |                            | (10,864.42)       | 1,223,912.57         | 5.86%                | 5.76%                  |
| ROLLBACK                     | 8,033.72             |                      |                            |                   | 8,033.72             | 0.00%                | 0.00%                  |
| <b>TOTALS</b>                | <b>10,407,355.06</b> | <b>965,591.67</b>    | <b>-</b>                   | <b>91,339.82</b>  | <b>9,533,103.21</b>  |                      |                        |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2021**

|                            | CITY OF SAN JUAN | MONTHLY<br>MODIFICATIONS |
|----------------------------|------------------|--------------------------|
| CURRENT YEAR-BASE TAX      | 771,951.32       | (1,264.30) CURRENT       |
| CURRENT YEAR-P&I           |                  |                          |
| PRIOR YEARS-BASE TAX       | 44,160.07        | (251.89) PRIOR           |
| PRIOR YEARS-P&I            | 19,230.13        |                          |
| ROLLBACK                   | -                | ROLLBACK                 |
| ROLLBACK P&I               | -                |                          |
| ATTORNEY FEES              | 7,320.42         | PURGED                   |
| TOTAL COLLECTIONS          | 842,661.94       | (1,516.19)               |
| LESS TRANSFERRED           | 564,357.77       |                          |
| LESS IN TRANSIT            | 274,904.38       |                          |
| LESS DUE TO HCAD COMM. FEE | 23.79            |                          |
| LESS DUE TO CO TREASURER   | 3,376.00         |                          |
| <b>BALANCE</b>             | <b>-</b>         |                          |

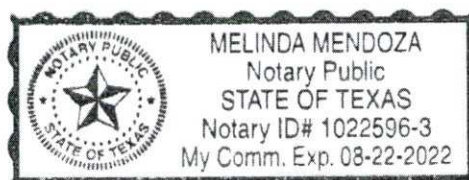
## \*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO  
 SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR  
 THE MONTH OF NOVEMBER 2021 IS CORRECT.

*Pablo Villarreal Jr.*  
 ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF DECEMBER 2021 A.D.

*Melinda Mendoza*  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
CITY OF SAN JUAN  
TAX COLLECTION REPORT  
FOR THE MONTH OF NOVEMBER 2021**

| <b><u>AD VALOREM - CITY OF SAN JUAN</u></b> | <b><u>2021-2022</u></b> | <b><u>2020-2021</u></b> | <b><u>DIFFERENCE</u></b> |
|---------------------------------------------|-------------------------|-------------------------|--------------------------|
| <b><u>2021 CURRENT</u></b>                  |                         |                         |                          |
| ORIGINAL LEVY                               | 9,088,383.56            | 8,178,632.23            | 909,751.33               |
| MODIFICATIONS                               | 102,204.24              | 287,603.92              | (185,399.68)             |
| CURRENT LEVY                                | 9,190,587.80            | 8,466,236.15            | 724,351.65               |
| CURRENT COLLECTIONS THIS MONTH              | 771,951.32              | 553,622.04              | 218,329.28               |
| <b>CURRENT COLLECTIONS TO DATE</b>          | <b>889,430.88</b>       | <b>684,177.98</b>       | <b>205,252.90</b>        |
| OUTSTANDING TO DATE                         | 8,301,156.92            | 7,782,058.17            | 519,098.75               |
| PERCENT COLLECTED/ORIGINAL                  | 9.79%                   | 8.37%                   | 1.42%                    |
| PERCENT COLLECTED/MODIFIED                  | 9.68%                   | 8.08%                   | 1.60%                    |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>889,430.88</b>       | <b>684,177.98</b>       |                          |
| <b><u>DELINQUENT</u></b>                    |                         |                         |                          |
| ORIGINAL LEVY                               | 1,310,937.78            | 1,400,520.59            | (89,582.81)              |
| MODIFICATIONS                               | (10,864.42)             | (1,021.21)              | (9,843.21)               |
| DELINQUENT LEVY                             | 1,300,073.36            | 1,399,499.38            | (99,426.02)              |
| DELINQUENT COLLECTIONS THIS MONTH           | 44,160.07               | 34,765.84               | 9,394.23                 |
| <b>DELINQUENT COLLECTIONS TO DATE</b>       | <b>76,160.79</b>        | <b>80,590.11</b>        | <b>(4,429.32)</b>        |
| OUTSTANDING TO DATE                         | 1,223,912.57            | 1,318,909.27            | (94,996.70)              |
| PERCENT COLLECTED/ORIGINAL                  | 5.81%                   | 5.75%                   | 0.06%                    |
| PERCENT COLLECTED/MODIFIED                  | 5.86%                   | 5.76%                   | 0.10%                    |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>76,160.79</b>        | <b>80,590.11</b>        |                          |
| <b><u>ROLLBACK</u></b>                      |                         |                         |                          |
| ORIGINAL LEVY                               | 8,033.72                | 0.00                    | 8,033.72                 |
| MODIFICATIONS                               | 0.00                    | 826.90                  | (826.90)                 |
| ROLLBACK LEVY                               | 8,033.72                | 826.90                  | 7,206.82                 |
| ROLLBACK COLLECTIONS THIS MONTH             | 0.00                    | 0.00                    | 0.00                     |
| <b>ROLLBACK COLLECTIONS TO DATE</b>         | <b>0.00</b>             | <b>0.00</b>             | <b>0.00</b>              |
| OUTSTANDING TO DATE                         | 8,033.72                | 826.90                  | 7,206.82                 |
| PERCENT COLLECTED/ORIGINAL                  | 0.00%                   | #DIV/0!                 | #DIV/0!                  |
| PERCENT COLLECTED/MODIFIED                  | 0.00%                   | 0.00%                   | 0.00%                    |
| <b>TOTAL COLLECTIONS FISCAL YEAR</b>        | <b>0.00</b>             | <b>0.00</b>             |                          |

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR**  
**CITY OF SAN JUAN**  
**TAX COLLECTIONS FOR MONTH OF: NOVEMBER 2021**

| 37 - CSJ    |                   |             |             |             |                  |                  |             |              |                 |             |                   |                   |                 |
|-------------|-------------------|-------------|-------------|-------------|------------------|------------------|-------------|--------------|-----------------|-------------|-------------------|-------------------|-----------------|
| REPORT DATE | CURR BASE         | CURR P&I    | CURR RB     | CURR RB P&I | PRIOR BASE       | PRIOR P&I        | PRIOR RB    | PRIOR RB P&I | ATTY FEES       | ATTY RBFEES | TOTAL             | TOTAL TRANSF      | DATE OF TRANSF. |
| 2-Nov       | 27,756.47         |             |             |             | 1,607.56         | 440.11           |             |              | 257.87          |             | 30,062.01         |                   | 30,062.01       |
| 3-Nov       | 34,484.92         |             |             |             | 4,054.17         | 2,057.03         |             |              | 378.36          |             | 40,974.48         |                   | 40,974.48       |
| 4-Nov       | 42,999.09         |             |             |             | 1,034.42         | 278.53           |             |              | 173.46          |             | 44,485.50         | 112,145.99        | 15-Nov          |
| 5-Nov       | 25,142.90         |             |             |             | 6,576.83         | 2,869.91         |             |              | 561.17          |             | 35,150.81         |                   | 35,150.81       |
| 8-Nov       | 32,104.03         |             |             |             | 3,413.13         | 837.22           |             |              | 637.56          |             | 36,991.94         | 72,142.75         | 15-Nov          |
| 9-Nov       | 33,722.16         |             |             |             | 1,110.78         | 449.64           |             |              | 190.99          |             | 35,473.57         | 35,473.57         | 16-Nov          |
| 10-Nov      | 21,105.49         |             |             |             | 548.68           | 135.82           |             |              | 56.16           |             | 21,846.15         | 21,846.15         | 17-Nov          |
| 12-Nov      | 76,524.17         |             |             |             | 1,156.38         | 321.51           |             |              | 221.69          |             | 78,223.75         | 78,223.75         | 18-Nov          |
| 13-Nov      |                   |             |             |             | (262.33)         | (4.50)           |             |              |                 |             | (266.83)          |                   | (266.83)        |
| 15-Nov      | 59,144.60         |             |             |             | 1,403.71         | 328.97           |             |              | 259.91          |             | 61,137.19         | 60,870.36         | 19-Nov          |
| 16-Nov      | 37,552.79         |             |             |             | 1,150.08         | 361.07           |             |              | 213.12          |             | 39,277.06         | 39,277.06         | 22-Nov          |
| 17-Nov      | 40,541.04         |             |             |             | 3,080.83         | 625.89           |             |              | 383.00          |             | 44,630.76         | 44,630.76         |                 |
| 18-Nov      | 49,445.82         |             |             |             | 963.74           | 309.81           |             |              | 191.05          |             | 50,910.42         | 95,541.18         | 26-Nov          |
| 19-Nov      | 21,608.59         |             |             |             | 96.92            | 27.17            |             |              | 12.85           |             | 21,745.53         | 21,745.53         | 26-Nov          |
| 22-Nov      | 25,236.32         |             |             |             | 1,279.80         | 390.43           |             |              | 184.88          |             | 27,091.43         | 27,091.43         | 30-Nov          |
| 23-Nov      | 40,307.74         |             |             |             | 2,564.29         | 391.82           |             |              | 168.69          |             | 43,432.54         | 43,432.54         | 1-Dec           |
| 24-Nov      | 36,525.37         |             |             |             | 1,130.57         | 101.95           |             |              | 62.36           |             | 37,820.25         | 37,820.25         | 2-Dec           |
| 29-Nov      | 62,424.66         |             |             |             | 4,665.59         | 4,399.77         |             |              | 1,359.80        |             | 72,849.82         | 72,849.82         | 3-Dec           |
| 30-Nov      | 105,325.16        |             |             |             | 8,584.92         | 4,907.98         |             |              | 2,007.50        |             | 120,825.56        | 120,801.77        | 8-Dec           |
| <b>TTL</b>  | <b>771,951.32</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>44,160.07</b> | <b>19,230.13</b> | <b>0.00</b> | <b>0.00</b>  | <b>7,320.42</b> | <b>0.00</b> | <b>842,661.94</b> | <b>839,262.15</b> | <b>3,399.79</b> |

|                        |            |
|------------------------|------------|
| OVERALL TOTAL          | 842,661.94 |
| LESS REFUNDS           | 0.00       |
| LESS HCAD COMM FEES    | 23.79      |
| LESS COMM/COST         | 3,376.00   |
| BALANCE                | 839,262.15 |
| LESS TRANSFERRED       | 564,357.77 |
| LESS TRANSF IN TRANSIT | 274,904.38 |
| BALANCE PENDING        | 0.00       |

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0037 CITY OF SAN JUAN

| CERT TAXABLE VALUE |               | ADJUSTMENTS |                | ADJ TAX VALUE |            | TAX RATE     |        | TAX LEVY   |  | PAID ACCTS |  |
|--------------------|---------------|-------------|----------------|---------------|------------|--------------|--------|------------|--|------------|--|
| -----              |               | -----       |                | -----         |            | -----        |        | -----      |  | -----      |  |
| CURRENT YEAR       | 1,356,168,908 | 15,437,025  |                | 1,371,605,933 | 00.687600  | 9,190,587.80 |        | 1,729      |  |            |  |
| -----              |               | -----       |                | -----         |            | -----        |        | -----      |  | -----      |  |
| YEAR               | TAXES DUE     | MONTH ADJ   | ADJUSTMENT YTD | LEVY PAID     | PAID YTD   | BALANCE      | COLL % | YTD UNCOLL |  |            |  |
| -----              |               |             |                |               |            |              |        |            |  |            |  |
| 2021               | 9,088,383.56  | 1,264.30-   | 102,204.24     | 771,951.32    | 889,430.88 | 8,301,156.92 | 9.68   | 0.00       |  |            |  |
| 2020               | 312,117.59    | 181.96-     | 8,114.38-      | 19,500.23     | 36,486.67  | 267,516.54   | 12.00  | 71.28-     |  |            |  |
| 2019               | 164,177.50    | 69.93-      | 1,695.11-      | 8,460.56      | 12,759.79  | 149,722.60   | 7.85   | 201.49-    |  |            |  |
| 2018               | 105,283.41    | .00         | 761.30-        | 3,621.10      | 5,691.91   | 98,830.20    | 5.45   | 201.49-    |  |            |  |
| 2017               | 83,971.33     | .00         | 236.46-        | 1,494.44      | 3,212.01   | 80,522.86    | 3.84   | 201.49-    |  |            |  |
| 2016               | 66,281.08     | .00         | 57.17-         | 398.31        | 1,661.32   | 64,562.59    | 2.51   | 22.21-     |  |            |  |
| 2015               | 59,065.98     | .00         | 0.00           | 1,475.69      | 2,324.20   | 56,741.78    | 3.93   | 0.00       |  |            |  |
| 2014               | 51,960.23     | .00         | 0.00           | 1,090.14      | 2,014.48   | 49,945.75    | 3.88   | 0.00       |  |            |  |
| 2013               | 49,204.50     | .00         | 0.00           | 950.11        | 1,291.36   | 47,913.14    | 2.62   | 0.00       |  |            |  |
| 2012               | 47,521.87     | .00         | 0.00           | 1,280.59      | 1,856.90   | 45,664.97    | 3.91   | 0.00       |  |            |  |
| 2011               | 58,305.36     | .00         | 0.00           | 1,357.18      | 1,913.92   | 56,391.44    | 3.28   | 0.00       |  |            |  |
| 2010               | 43,687.27     | .00         | 0.00           | 1,202.85      | 1,728.94   | 41,958.33    | 3.96   | 0.00       |  |            |  |
| 2009               | 42,731.21     | .00         | 0.00           | 1,248.00      | 1,758.23   | 40,972.98    | 4.11   | 0.00       |  |            |  |
| 2008               | 33,944.94     | .00         | 0.00           | 615.61        | 1,149.60   | 32,795.34    | 3.39   | 0.00       |  |            |  |
| 2007               | 29,329.45     | .00         | 0.00           | 186.76        | 350.60     | 28,978.85    | 1.20   | 0.00       |  |            |  |
| 2006               | 26,114.72     | .00         | 0.00           | 43.87         | 123.30     | 25,991.42    | .47    | 0.00       |  |            |  |
| 2005               | 23,041.36     | .00         | 0.00           | 17.04         | 110.13     | 22,931.23    | .48    | 0.00       |  |            |  |
| 2004               | 16,841.16     | .00         | 0.00           | 0.00          | 137.14     | 16,704.02    | .81    | 0.00       |  |            |  |
| 2003               | 17,352.08     | .00         | 0.00           | 0.00          | 77.59      | 17,274.49    | .45    | 0.00       |  |            |  |
| 2002               | 14,005.44     | .00         | 0.00           | 0.00          | 68.72      | 13,936.72    | .49    | 0.00       |  |            |  |
| 2001               | 11,920.15     | .00         | 0.00           | 172.82        | 293.59     | 11,626.56    | 2.46   | 0.00       |  |            |  |
| 2000               | 54,081.15     | .00         | 0.00           | 1,044.77      | 1,150.39   | 52,930.76    | 2.13   | 0.00       |  |            |  |
| ****               | 10,399,321.34 | 1,516.19-   | 91,339.82      | 816,111.39    | 965,591.67 | 9,525,069.49 |        | 697.96-    |  |            |  |



**CITY OF SAN JUAN, TEXAS**  
**AS OF November 2021**

|                             |              |              |              |              |              |              |              |              |              |              |              |              |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Levy 2021 (21-22 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 9,088,383.56                | OCT 2021     | NOV 2021     | DEC 2021     | JAN 2022     | FEB 2022     | MAR 2022     | APR 2022     | MAY 2022     | JUN 2022     | JUL 2022     | AUG 2022     | SEPT 2022    |
| Adjustments                 | 103,468.54   | 102,204.24   | -            | -            | -            | -            | -            | -            | -            | -            | -            | -            |
| Adjst'd Levy                | 9,191,852.10 | 9,190,587.80 | 9,088,383.56 | 9,088,383.56 | 9,088,383.56 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 | 8,178,632.23 |
| Collections                 | 117,479.56   | 889,430.88   | 3,953,871.77 | 6,761,511.71 | 7,363,117.19 | 7,730,743.55 | 7,883,151.58 | 7,958,400.88 | 8,038,910.70 | 8,088,931.19 | 8,112,398.19 | 8,133,995.20 |
| Percentage                  | 1.28         | 9.68         | 43.50        | 74.40        | 81.02        | 94.52        | 96.39        | 97.31        | 98.29        | 98.90        | 99.19        | 99.45        |
| <b>Levy 2020 (20-21 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 8,178,632.23                | OCT 2020     | NOV 2020     | DEC 2020     | JAN 2021     | FEB 2021     | MAR 2021     | APR 2021     | MAY 2021     | JUN 2021     | JUL 2021     | AUG 2021     | SEPT 2021    |
| Adjustments                 | 286,189.51   | 287,603.92   | 287,434.23   | 281,486.41   | 277,644.91   | 269,697.34   | 268,515.52   | 268,245.14   | 267,796.38   | 267,796.38   | 267,480.56   | 267,480.56   |
| Adjst'd Levy                | 8,464,821.74 | 8,466,236.15 | 8,466,066.46 | 8,460,118.64 | 8,456,277.14 | 8,448,329.57 | 8,447,147.75 | 8,446,877.37 | 8,446,428.61 | 8,446,428.61 | 8,446,112.79 | 8,446,112.79 |
| Collections                 | 130,555.94   | 684,177.98   | 3,953,871.77 | 6,761,511.71 | 7,363,117.19 | 7,730,743.55 | 7,883,151.58 | 7,958,400.88 | 8,038,910.70 | 8,088,931.19 | 8,112,398.19 | 8,133,995.20 |
| Percentage                  | 1.54         | 8.08         | 46.70        | 79.92        | 87.07        | 91.51        | 93.32        | 94.22        | 95.18        | 95.77        | 96.05        | 96.30        |
| <b>Levy 2019 (19-20 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 7,793,728.78                | OCT 2019     | NOV 2019     | DEC 2019     | JAN 2020     | FEB 2020     | MAR 2020     | APR 2020     | MAY 2020     | JUN 2020     | JUL 2020     | AUG 2020     | SEPT 2020    |
| Adjustments                 | (2,881.85)   | (8,507.53)   | (10,226.02)  | (12,344.25)  | (8,461.48)   | (24,205.85)  | (24,205.85)  | (26,575.44)  | (26,496.84)  | (31,605.07)  | (31,605.07)  | (31,767.84)  |
| Adjst'd Levy                | 7,790,846.93 | 7,785,221.25 | 7,783,502.76 | 7,781,384.53 | 7,785,267.30 | 7,769,522.93 | 7,769,522.93 | 7,767,153.34 | 7,767,153.34 | 7,762,123.71 | 7,762,123.71 | 7,761,960.94 |
| Collections                 | 175,292.78   | 640,774.22   | 3,552,655.97 | 6,112,934.56 | 6,653,965.90 | 6,935,008.58 | 7,038,803.16 | 7,163,810.26 | 7,269,120.58 | 7,334,802.90 | 7,369,890.49 | 7,396,486.76 |
| Percentage                  | 2.25         | 8.23         | 45.64        | 78.56        | 85.47        | 89.26        | 90.60        | 92.23        | 93.59        | 94.49        | 94.95        | 95.29        |
| <b>Levy 2018 (18-19 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 7,286,363.64                | OCT 2018     | NOV 2018     | DEC 2018     | JAN 2019     | FEB 2019     | MAR 2019     | APR 2019     | MAY 2019     | JUN 2019     | JUL 2019     | AUG 2019     | SEPT 2019    |
| Adjustments                 | (1,478.12)   | (296.36)     | (1,465.69)   | (6,625.78)   | (9,052.85)   | (11,708.08)  | (13,529.11)  | (14,311.16)  | (14,818.41)  | (14,818.41)  | (14,818.41)  | (16,319.15)  |
| Adjst'd Levy                | 7,286,363.64 | 7,286,067.28 | 7,284,897.95 | 7,279,737.86 | 7,277,310.79 | 7,274,655.56 | 7,272,834.53 | 7,272,052.48 | 7,271,545.23 | 7,271,545.23 | 7,271,545.23 | 7,270,044.49 |
| Collections                 | 40,446.92    | 465,847.78   | 3,420,804.86 | 5,752,692.83 | 6,215,142.89 | 6,503,324.90 | 6,627,411.69 | 6,726,104.39 | 6,801,180.60 | 6,848,618.95 | 6,886,059.71 | 6,913,739.06 |
| Percentage                  | 0.56         | 6.39         | 46.96        | 79.02        | 85.40        | 89.42        | 91.13        | 92.49        | 93.53        | 94.18        | 94.70        | 95.10        |
| <b>Levy 2017 (17-18 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 7,112,363.88                | OCT 2017     | NOV 2017     | DEC 2017     | JAN 2018     | FEB 2018     | MAR 2018     | APR 2018     | MAY 2018     | JUN 2018     | JUL 2018     | AUG 2018     | SEPT 2018    |
| Adjustments                 | 10,342.19    | 7,030.81     | 19,613.03    | 15,576.11    | 6,300.15     | 5,051.36     | (822.12)     | (3,285.89)   | (3,543.48)   | (3,543.48)   | (4,428.76)   | (4,985.64)   |
| Adjst'd Levy                | 7,122,706.07 | 7,119,394.69 | 7,131,976.91 | 7,127,939.99 | 7,118,664.03 | 7,117,415.24 | 7,111,541.76 | 7,109,077.99 | 7,108,820.40 | 7,108,820.40 | 7,107,935.12 | 7,107,378.24 |
| Collections                 | 39,756.60    | 482,899.51   | 3,199,539.87 | 5,537,376.14 | 6,069,205.04 | 6,342,559.09 | 6,465,719.48 | 6,561,382.23 | 6,639,410.61 | 6,693,744.82 | 6,734,386.80 | 6,751,777.82 |
| Percentage                  | 0.56         | 6.78         | 44.86        | 77.69        | 85.26        | 89.11        | 90.92        | 92.30        | 93.40        | 94.16        | 94.74        | 95.00        |
| <b>Levy 2016 (16-17 YR)</b> |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,638,277.98                | OCT 2016     | NOV 2016     | DEC 2016     | JAN 2017     | FEB 2017     | MAR 2017     | APR 2017     | MAY 2017     | JUN 2017     | JUL 2017     | AUG 2017     | SEPT 2017    |
| Adjustments                 | (2,244.53)   | (3,422.70)   | (7,758.17)   | (10,913.72)  | (10,913.72)  | (15,052.40)  | (16,154.85)  | (15,889.62)  | (16,537.42)  | (16,537.42)  | (16,537.42)  | (19,259.27)  |
| Adjst'd Levy                | 6,636,033.45 | 6,634,855.28 | 6,630,519.81 | 6,627,364.26 | 6,627,364.26 | 6,623,225.58 | 6,622,123.13 | 6,622,388.36 | 6,621,740.56 | 6,621,740.56 | 6,621,740.56 | 6,619,018.71 |
| Collections                 | 38,038.02    | 484,217.14   | 2,932,614.30 | 5,130,709.37 | 5,593,914.24 | 5,874,412.22 | 5,981,376.95 | 6,063,246.26 | 6,135,073.86 | 6,173,392.85 | 6,211,806.10 | 6,232,308.52 |
| Percentage                  | 0.57         | 7.30         | 44.23        | 77.42        | 84.41        | 88.69        | 90.32        | 91.56        | 92.65        | 93.23        | 93.81        | 94.16        |

| Levy 2015 (15-16 YR) |              |              |              |              |              |              |              |              |              |              |              |              |
|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 6,563,985.51         | OCT 2015     | NOV 2015     | DEC 2015     | JAN 2016     | FEB 2016     | MAR 2016     | APR 2016     | MAY 2016     | JUN 2016     | JUL 2016     | AUG 2016     | SEPT 2016    |
| Adjustments          | 16,923.38    | 16,343.86    | 15,174.33    | 12,248.13    | 3,359.23     | 2,743.56     | 3,689.88     | 3,689.88     | 3,643.08     | 3,453.65     | 3,453.65     | 2,492.92     |
| Adjusted Levy        | 6,380,908.89 | 6,380,325.37 | 6,379,159.84 | 6,376,233.64 | 6,367,344.74 | 6,366,729.07 | 6,367,675.39 | 6,367,675.39 | 6,367,628.59 | 6,367,439.16 | 6,367,439.16 | 6,366,478.43 |
| Collections          | 30,228.48    | 473,930.57   | 2,957,041.48 | 4,868,335.42 | 5,383,897.22 | 5,636,678.33 | 5,759,686.01 | 5,836,094.81 | 5,909,114.77 | 5,945,053.31 | 5,978,898.45 | 6,006,559.85 |
| Percentage           | 0.47         | 7.43         | 46.35        | 76.35        | 84.55        | 88.53        | 90.45        | 91.65        | 92.80        | 93.37        | 93.90        | 94.35        |
| Levy 2014 (14-15 YR) |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,062,874.30         | OCT 2014     | NOV 2014     | DEC 2014     | JAN 2015     | FEB 2015     | MAR 2015     | APR 2015     | MAY 2015     | JUN 2015     | JUL 2015     | AUG 2015     | SEPT 2015    |
| Adjustments          | 60,733.51    | 60,140.93    | 56,698.99    | 53,665.41    | 34,516.60    | 24,796.93    | 23,379.34    | 27,488.04    | 24,224.31    | 23,656.24    | 22,138.85    | 22,138.85    |
| Adjusted Levy        | 6,123,607.81 | 6,123,015.23 | 6,119,573.29 | 6,116,539.71 | 6,097,390.90 | 6,087,671.23 | 6,086,453.64 | 6,090,362.34 | 6,087,098.61 | 6,086,530.54 | 6,085,013.15 | 6,085,013.15 |
| Collections          | 16,215.04    | 492,888.40   | 2,645,528.79 | 4,602,715.11 | 5,106,457.36 | 5,336,845.78 | 5,422,212.16 | 5,505,371.53 | 5,593,139.34 | 5,669,786.37 | 5,702,816.66 | 5,720,270.90 |
| Percentage           | 0.26         | 8.04         | 43.23        | 75.25        | 83.75        | 87.67        | 89.09        | 90.39        | 91.89        | 93.15        | 93.72        | 94.01        |
| Levy 2013 (13-14 YR) |              |              |              |              |              |              |              |              |              |              |              |              |
| 6,026,969.81         | OCT 2013     | NOV 13       | DEC 13       | JAN 14       | FEB 14       | MAR 14       | APR 14       | MAY 14       | JUN 14       | JUL 2014     | AUG 2014     | SEPT 14      |
| Adjustments          | (34.83)      | 4,339.90     | 2,590.79     | (5,378.19)   | (6,015.81)   | (8,260.56)   | (11,810.73)  | (8,375.80)   | (12,883.52)  | (15,059.23)  | (15,348.77)  | (16,498.87)  |
| Adjusted Levy        | 6,026,934.98 | 6,031,309.71 | 6,029,560.60 | 6,021,591.62 | 6,020,954.00 | 6,018,709.25 | 6,015,150.08 | 6,018,594.01 | 6,014,086.29 | 6,011,910.58 | 6,011,621.04 | 6,010,470.94 |
| Collections          | 32,279.62    | 601,876.01   | 2,596,943.90 | 4,373,398.17 | 4,986,813.44 | 5,265,476.99 | 5,363,199.71 | 5,431,795.38 | 5,510,781.54 | 5,573,532.08 | 5,598,332.25 | 5,620,809.41 |
| Percentage           | 0.54         | 9.98         | 43.07        | 72.63        | 82.82        | 87.49        | 89.16        | 90.25        | 91.63        | 92.71        | 93.13        | 93.52        |
| Levy 2012 (12-13 YR) |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,863,668.66         | OCT 2012     | NOV 12       | DEC 12       | JAN 13       | FEB 13       | MAR 13       | APR 13       | MAY 13       | JUN 13       | JUL 2013     | AUG 2013     | SEP 13       |
| Adjustments          | -            | -            | 7,624.63     | 8,071.65     | 6,337.14     | 25,567.07    | (6,855.00)   | (7,107.30)   | (13,669.36)  | (13,669.36)  | (14,510.29)  | (15,355.04)  |
| Adjusted Levy        | 5,863,668.66 | 5,863,668.66 | 5,871,293.29 | 5,871,740.31 | 5,870,005.80 | 5,889,235.73 | 5,856,813.66 | 5,856,561.36 | 5,849,999.30 | 5,849,999.30 | 5,849,158.37 | 5,848,313.62 |
| Collections          | 2,857.95     | 394,574.30   | 2,403,399.43 | 4,142,161.70 | 4,771,528.55 | 5,056,363.27 | 5,208,931.41 | 5,298,704.35 | 5,376,134.09 | 5,421,008.00 | 5,450,025.91 | 5,464,167.23 |
| Percentage           | 0.05         | 6.73         | 40.93        | 70.54        | 81.29        | 85.86        | 88.94        | 90.47        | 91.90        | 92.67        | 93.18        | 93.43        |
| Levy 2011 (FY 11-12) |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,807,342.89         | OCT 11       | Nov 11       | Dec 11       | Jan 12       | Feb 12       | Mar 12       | Apr 12       | May 12       | Jun 12       | JUL 2012     | AUG 2012     | Sept 12      |
| Adjustments          | (434.68)     | 9,757.00     | 7,191.02     | 6,935.04     | 6,744.28     | 2,616.92     | 1,327.13     | (8,800.15)   | (8,800.15)   | (8,800.15)   | (8,800.15)   | (16,234.68)  |
| Adjusted Levy        | 5,806,908.21 | 5,817,099.89 | 5,814,533.91 | 5,814,277.93 | 5,814,087.17 | 5,809,559.81 | 5,808,670.02 | 5,798,542.74 | 5,798,542.74 | 5,798,542.74 | 5,798,542.74 | 5,791,108.21 |
| Collections          | 25,371.26    | 392,871.83   | 2,396,193.95 | 4,155,865.79 | 4,708,746.12 | 4,965,341.54 | 5,065,102.65 | 5,150,088.82 | 5,222,129.74 | 5,277,964.33 | 5,311,263.11 | 5,330,189.09 |
| Percentage           | 0.44         | 6.75         | 41.21        | 71.48        | 80.99        | 85.46        | 87.20        | 88.82        | 90.06        | 91.02        | 91.60        | 92.04        |
| Levy 2010 (FY 10-11) |              |              |              |              |              |              |              |              |              |              |              |              |
| 5,689,359.60         | OCT 10       | Nov 10       | Dec 10       | Jan 11       | Feb 11       | Mar 11       | Apr 11       | May 11       | Jun 11       | Jul 11       | Aug 11       | Sept 11      |
| Adjustments          | (369.63)     | (2,132.72)   | (365.30)     | (4,388.62)   | (4,901.42)   | (5,178.87)   | (6,706.52)   | (2,962.02)   | (4,257.62)   | (11,079.53)  | (11,173.60)  | (11,810.88)  |
| Adjusted Levy        | 5,688,989.97 | 5,687,226.88 | 5,688,994.30 | 5,684,970.98 | 5,684,458.18 | 5,684,180.73 | 5,682,653.08 | 5,686,397.58 | 5,685,101.98 | 5,678,280.07 | 5,678,186.00 | 5,677,548.72 |
| Collections          | 11,208.32    | 303,322.85   | 2,229,933.43 | 3,961,301.50 | 4,493,973.39 | 4,795,345.18 | 4,910,935.95 | 5,002,794.49 | 5,110,911.55 | 5,160,040.97 | 5,182,936.93 | 5,202,931.77 |
| Percentage           | 0.20         | 5.33         | 39.20        | 69.68        | 79.06        | 84.36        | 86.42        | 87.98        | 89.90        | 90.87        | 91.28        | 91.64        |

|                             |              |              |              |              |              |              |              |              |              |              |              |                   |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------|
| <b>Levy 2009 (FY 09-10)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 5,701,885.79                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 09       | NOV 09       | DEC 09       | JAN 10       | FEB 10       | MAR 10       | APR 10       | MAY 10       | JUN 10       | JUL 10       | AUG 10       | SEP 10            |
| Adjusted Levy               | 5,701,885.79 | 5,709,310.63 | 5,718,415.92 | 5,716,570.72 | 5,716,570.72 | 5,687,823.52 | 5,686,755.10 | 5,686,993.40 | 5,680,361.84 | 5,679,776.45 | 5,678,130.71 | 5,677,777.08      |
| Collections                 | 20,202.08    | 312,328.39   | 2,062,388.58 | 3,825,229.28 | 4,409,951.58 | 4,628,745.47 | 4,740,932.15 | 4,854,551.44 | 4,950,637.34 | 5,007,393.58 | 5,051,197.80 | 5,080,118.00      |
| Percentage                  | 0.35         | 5.47         | 36.07        | 66.91        | 77.14        | 81.38        | 83.37        | 85.36        | 87.15        | 88.16        | 88.96        | 89.47             |
| <b>Levy 2008 (FY 08-09)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 5,024,376.42                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 08       | NOV 08       | DEC 08       | JAN 09       | FEB 09       | MAR 09       | APR 09       | MAY 09       | JUN 09       | JUL 09       | AUG 09       | SEP 09            |
| Adjusted Levy               | 5,027,004.24 | 5,060,395.55 | 5,085,053.32 | 5,085,053.32 | 5,076,499.89 | 5,053,553.53 | 5,051,531.92 | 5,048,240.58 | 5,047,432.22 | 5,047,432.22 | 5,047,424.28 | 5,047,014.57      |
| Collections                 | 58,594.96    | 304,883.37   | 1,731,394.12 | 3,322,372.84 | 3,910,956.49 | 4,110,332.08 | 4,204,850.46 | 4,313,453.83 | 4,404,354.93 | 4,469,283.70 | 4,497,381.41 | 4,525,948.61      |
| Percentage                  | 1.17         | 6.02         | 34.05        | 65.34        | 77.04        | 81.34        | 83.24        | 85.44        | 87.26        | 88.55        | 89.10        | 89.68             |
| <b>Levy 2007 (FY 07-08)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 4,465,732.01                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 07       | NOV 07       | DEC 07       | JAN 08       | FEB 08       | MAR 08       | APR 08       | MAY 08       | JUN 08       | JUL 08       | AUG 08       | SEP 08            |
| Adjusted Levy               | 4,471,366.30 | 4,491,382.42 | 4,492,200.56 | 4,492,049.39 | 4,489,644.92 | 4,519,717.04 | 4,536,608.86 | 4,535,940.11 | 4,541,259.66 | 4,541,589.79 | 4,541,589.79 | 4,537,175.45      |
| Collections                 | -            | 174,014.26   | 1,414,513.24 | 2,700,830.81 | 3,404,823.73 | 3,610,562.37 | 3,725,312.50 | 3,818,853.23 | 3,936,124.72 | 3,996,774.34 | 4,047,092.33 | 4,084,101.82      |
| Percentage                  | -            | 3.87         | 31.49        | 60.12        | 75.84        | 79.88        | 82.12        | 84.19        | 86.67        | 88.00        | 89.11        | 90.01             |
| <b>Levy 2006 (FY 06-07)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 3,969,895.75                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 06       | NOV 06       | DEC 06       | JAN 07       | FEB 07       | MAR 07       | APR 07       | MAY 07       | JUN 07       | JUL 07       | AUG 07       | SEP 07            |
| Adjusted Levy               | 3,970,548.45 | 3,972,989.93 | 3,973,776.53 | 3,972,568.94 | 3,972,852.67 | 3,971,406.97 | 3,971,777.79 | 3,974,372.52 | 3,974,372.52 | 3,974,092.24 | 3,973,716.37 | 3,973,716.37      |
| Collections                 | 7,623.95     | 256,052.80   | 1,252,142.50 | 2,367,711.39 | 2,955,181.63 | 3,152,274.42 | 3,241,653.45 | 3,311,256.82 | 3,396,702.55 | 3,450,406.31 | 3,507,247.07 | 3,543,750.21      |
| Percentage                  | 0.19         | 6.44         | 31.51        | 59.60        | 74.38        | 79.37        | 81.62        | 83.32        | 85.47        | 86.82        | 88.26        | 89.18             |
| <b>Levy 2005 (FY 05-06)</b> |              |              |              |              |              |              |              |              |              |              |              |                   |
| 3,624,334.79                |              |              |              |              |              |              |              |              |              |              |              |                   |
| Adjustments                 | OCT 05       | NOV 05       | DEC 05       | JAN 06       | FEB 06       | MAR 06       | APR 06       | MAY 06       | JUN 06       | JUL 06       | AUG 06       | SEP 06            |
| Adjusted Levy               | 3,635,935.84 | 3,651,659.56 | 3,651,753.03 | 3,650,631.78 | 3,649,762.06 | 3,650,083.37 | 3,650,138.95 | 3,650,063.75 | 3,650,298.25 | 3,650,298.25 | 3,649,617.42 | 3,648,403.89      |
| Collections                 | 235,068.44   | 1,216,067.43 | 1,485,867.17 | 2,145,921.90 | 2,680,117.58 | 2,859,160.58 | 2,942,344.67 | 3,001,789.83 | 3,069,943.94 | 3,123,142.83 | 3,160,234.59 | 3,184,175.39      |
| Percentage                  | 6.47         | 33.30        | 40.69        | 58.78        | 73.43        | 78.33        | 80.61        | 82.24        | 84.10        | 85.56        | 86.59        | 87.28             |
| PREPARED BY: Leroy Gonzales |              |              |              |              |              |              |              |              |              |              |              | December 29, 2021 |

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Approval of the Budget Expenditure Report - October 2021

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**STAFF COMMENTS AND RECOMMENDATIONS:**

Consider Approval of the Budget Expenditure Report - October 2021

**RECOMMENDATION:**

Approve as Recommended

**PREPARED BY:**

Leroy Gonzales,  
Director of Finance

**APPROVED BY:**

Benjamin Arjona, City  
Manager



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: November 17, 2021  
Subject: Budget Expenditure Report – October 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 |

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

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                  |                     |                           |             |                      |         |        | Budget<br>Target<br>8% |
|----------------------------------|---------------------|---------------------------|-------------|----------------------|---------|--------|------------------------|
| 10 -GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                  |                     |                           |             |                      |         |        |                        |
| REVENUE SUMMARY                  |                     |                           |             |                      |         |        |                        |
| PROPERTY TAXES                   | 7,231,770           | 125,841                   | -           | (7,105,929)          | 125,841 | -      | 1.74                   |
| SALES TAX REVENUE                | 3,547,922           | 4,296                     | -           | (3,543,626)          | 4,296   | -      | 0.12                   |
| FRANCHISE TAX                    | 1,000,000           | 13,646                    | -           | (986,354)            | 13,646  | -      | 1.36                   |
| LICENSES & PERMITS               | 626,175             | 57,415                    | -           | (568,760)            | 57,415  | -      | 9.17                   |
| FEES & FINES                     | 240,577             | 11,201                    | -           | (229,376)            | 11,201  | -      | 4.66                   |
| INTERGOVERNMENTAL REVENUE        | 786,897             | 77,159                    | -           | (709,738)            | 77,159  | -      | 9.81                   |
| OTHER REVENUE                    | 399,424             | 35,963                    | -           | (363,461)            | 35,963  | -      | 9.00                   |
| Transfer Inn                     | 3,000,000           | -                         | -           | (3,000,000)          | -       | -      | -                      |
|                                  |                     |                           |             |                      |         |        |                        |
| TOTAL REVENUES                   | 16,832,765          | 325,521                   | -           | (16,507,244)         | 325,521 | -      | 1.93                   |
|                                  |                     |                           |             |                      |         |        |                        |
| EXPENDITURE SUMMARY              |                     |                           |             |                      |         |        |                        |
| LEGISLATIVE                      |                     |                           |             |                      |         |        |                        |
|                                  |                     |                           |             |                      |         |        |                        |
| PURCHASED PROF/TECH SRVS         | -                   | -                         |             | -                    | -       | -      | -                      |
| PUR PROP SRVS & OTH SRVS         | 27,800              | 2,027                     | 410         | 25,364               | 2,027   | -      | 8.76                   |
| SUPPLIES                         | 7,500               | 354                       | 202         | 6,944                | 354     | -      | 7.42                   |
| MISCELLANEOUS                    | 120,800             | 38,169                    | 5,941       | 76,690               | 38,169  | -      | 36.51                  |
|                                  |                     |                           |             |                      |         |        |                        |
| LEGISLATIVE                      | 156,100             | 40,550                    | 6,553       | 108,998              | 40,550  | -      | 30.17                  |
|                                  |                     |                           |             |                      |         |        |                        |
| CITY MANAGER                     |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT         | 188,137             | 8,193                     |             | 179,944              | 8,193   | -      | 4.36                   |
| PURCHASED PROF/TECH SRVS         | 169,000             | 17,000                    | 97,000      | 55,000               | 17,000  | -      | 67.46                  |
| PUR PROP SRVS & OTH SRVS         | 7,825               | 944                       | 669         | 6,213                | 944     | -      | 20.61                  |
| SUPPLIES                         | 600                 | -                         |             | 600                  | -       | -      | -                      |
| CAPITAL OUTLAY                   | 55,000              | -                         |             | 55,000               | -       | -      | -                      |
| MISCELLANEOUS                    | 950                 | -                         |             | 950                  | -       | -      | -                      |
|                                  |                     |                           |             |                      |         |        |                        |
| CITY MANAGER                     | 421,512             | 26,137                    | 97,669      | 297,706              | 26,137  | -      | 29.37                  |
|                                  |                     |                           |             |                      |         |        |                        |
| CITY SECRETARY                   |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT         | 153,679             | 7,380                     |             | 146,299              | 7,380   | -      | 4.80                   |
| PURCHASED PROF/TECH SRVS         | 15,000              | 750                       |             | 14,250               | 750     | -      | 5.00                   |
| PUR PROP SRVS & OTH SRVS         | 7,650               | 3                         |             | 7,647                | 3       | -      | 0.05                   |
| SUPPLIES                         | 3,250               | -                         |             | 3,250                | -       | -      | -                      |
| MISCELLANEOUS                    | 45,600              | 28,685                    |             | 16,915               | 28,685  | -      | 62.91                  |
|                                  |                     |                           |             |                      |         |        |                        |
| CITY SECRETARY                   | 225,179             | 36,819                    | -           | 188,360              | 36,819  | -      | 16.35                  |
|                                  |                     |                           |             |                      |         |        |                        |
| MUNICIPAL COURT                  |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT         | 208,685             | 8,653                     |             | 200,032              | 8,653   | -      | 4.15                   |
| PURCHASED PROF/TECH SRVS         | 66,184              | 9,709                     | 38,400      | 18,075               | 9,709   | -      | 72.69                  |
| PUR PROP SRVS & OTH SRVS         | 9,705               | 139                       | 65          | 9,501                | 139     | -      | 2.10                   |
| SUPPLIES                         | 6,439               | 455                       | 162         | 5,822                | 455     | -      | 9.58                   |
| MISCELLANEOUS                    | 190                 | -                         |             | 190                  | -       | -      | -                      |
|                                  |                     |                           |             |                      |         |        |                        |
| MUNICIPAL COURT                  | 291,203             | 18,956                    | 38,626      | 233,621              | 18,956  | -      | 19.77                  |



**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                 |                     |                           |             |                      |         |        | Budget<br>Target<br>8% |
|---------------------------------|---------------------|---------------------------|-------------|----------------------|---------|--------|------------------------|
| 10-GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                 |                     |                           |             |                      |         |        |                        |
| FINANCE                         |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT        | 391,060             | 15,941                    | -           | 375,119              | 15,941  | -      | 4.08                   |
| PURCHASED PROF/TECH SRVS        | 3,500               | -                         | -           | 3,500                | -       | -      | -                      |
| PUR PROP SRVS & OTH SRVS        | 13,509              | 349                       | 951         | 12,210               | 349     | -      | 9.62                   |
| SUPPLIES                        | 4,020               | 588                       | 205         | 3,227                | 588     | -      | 19.73                  |
| MISCELLANEOUS                   | 17,895              | 1,811                     | -           | 16,084               | 1,811   | -      | 10.12                  |
|                                 |                     |                           |             |                      |         |        |                        |
| FINANCE                         | 429,984             | 18,689                    | 1,156       | 410,139              | 18,689  | -      | 4.62                   |
|                                 |                     |                           |             |                      |         |        |                        |
| PLANNING                        |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT        | 545,599             | 27,750                    |             | 517,849              | 27,750  | -      | 5.09                   |
| PURCHASED PROF/TECH SRVS        | 24,000              | 980                       | (195)       | 23,215               | 980     | -      | 3.27                   |
| PUR PROP SRVS & OTH SRVS        | 18,200              | 757                       | 3,008       | 14,436               | 757     | -      | 20.68                  |
| SUPPLIES                        | 28,005              | 1,046                     | 4,900       | 22,059               | 1,046   | -      | 21.23                  |
| CAPITAL OUTLAY                  | 11,000              | (173)                     |             | 11,173               | (173)   | -      | (1.57)                 |
| MISCELLANEOUS                   | 19,575              | -                         | -           | 19,575               | -       | -      | -                      |
|                                 |                     |                           |             |                      |         |        |                        |
| PLANNING                        | 646,379             | 30,360                    | 7,713       | 608,307              | 30,360  | -      | 5.89                   |
|                                 |                     |                           |             |                      |         |        |                        |
| POLICE                          |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT        | 3,978,213           | 159,966                   |             | 3,818,247            | 159,966 | -      | 4.02                   |
| PURCHASED PROF/TECH SRVS        | 45,020              | 67                        | 140         | 44,813               | 67      | -      | 0.46                   |
| PUR PROP SRVS & OTH SRVS        | 134,258             | 2,916                     | 4,362       | 126,980              | 2,916   | -      | 5.42                   |
| SUPPLIES                        | 359,569             | 7,235                     | 12,634      | 339,700              | 7,235   | -      | 5.53                   |
| CAPITAL OUTLAY                  | 29,700              | -                         | -           | 29,700               | -       | -      | -                      |
| MISCELLANEOUS                   | 44,065              | 16,504                    | 4,800       | 22,761               | 16,504  | -      | 48.35                  |
|                                 |                     |                           |             |                      |         |        |                        |
| POLICE                          | 4,590,825           | 186,688                   | 21,936      | 4,382,202            | 186,688 | -      | 4.54                   |
|                                 |                     |                           |             |                      |         |        |                        |
| FIRE                            |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT        | 1,913,215           | 71,116                    |             | 1,842,099            | 71,116  | -      | 3.72                   |
| PURCHASED PROF/TECH SRVS        | 28,800              | 210                       | 252         | 28,338               | 210     | -      | 1.60                   |
| PUR PROP SRVS & OTH SRVS        | 86,372              | 6,399                     | 8,352       | 71,621               | 6,399   | -      | 17.08                  |
| SUPPLIES                        | 120,400             | 2,384                     | 10,632      | 107,384              | 2,384   | -      | 10.81                  |
| CAPITAL OUTLAY                  | 135,000             | -                         | 51,120      | 83,880               | -       | -      | 37.87                  |
| DEBT SERVICE                    | 124,579             | 54,900                    |             | 69,679               | 54,900  | -      | 44.07                  |
| MISCELLANEOUS                   | 12,475              | 1,725                     | -           | 10,750               | 1,725   | -      | 13.83                  |
|                                 |                     |                           |             |                      |         |        |                        |
| FIRE                            | 2,420,841           | 136,734                   | 70,356      | 2,213,751            | 136,734 | -      | 8.55                   |
|                                 |                     |                           |             |                      |         |        |                        |
| STREETS, ALLEY, OTHER           |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT        | 350,291             | 13,000                    |             | 337,291              | 13,000  | -      | 3.71                   |
| PUR PROP SRVS & OTH SRVS        | 301,350             | 25,941                    | 1,214       | 274,195              | 25,941  | -      | 9.01                   |
| SUPPLIES                        | 123,136             | 10,749                    | 2,921       | 109,467              | 10,749  | -      | 11.10                  |
| MISCELLANEOUS                   | 7,550               | -                         |             | 7,550                | -       | -      | -                      |
|                                 |                     |                           |             |                      |         |        |                        |
| STREETS, ALLEY, OTHER           | 782,327             | 49,690                    | 4,134       | 728,502              | 49,690  | -      | 6.88                   |

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

| 10 - GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE   | BALANCE<br>REMAINING | Oct-21        | Oct-21   | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|-----------------------------------|---------------------|---------------------------|---------------|----------------------|---------------|----------|-------------------------------------------------|
|                                   |                     |                           |               |                      |               |          |                                                 |
| <b>CENTRAL GARAGE</b>             |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT          | 201,982             | 8,752                     |               | 193,230              | 8,752         | =        | 4.33                                            |
| PUR PROP SRVS & OTH SRVS          | 5,000               | 333                       |               | 4,667                | 333           | =        | 6.65                                            |
| SUPPLIES                          | 20,077              | 858                       | 400           | 18,819               | 858           | =        | 6.26                                            |
| CAPITAL OUTLAY                    | 12,000              | -                         |               | 12,000               | -             | =        | -                                               |
| <b>CENTRAL GARAGE</b>             | <b>239,059</b>      | <b>9,943</b>              | <b>400</b>    | <b>228,716</b>       | <b>9,943</b>  | <b>=</b> | <b>4.33</b>                                     |
| <b>PARKS</b>                      |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT          | 938,284             | 37,456                    |               | 900,828              | 37,456        | =        | 3.99                                            |
| PURCHASED PROF/TECH SRVS          | 1,750               | 282                       |               | 1,468                | 282           | =        | 16.09                                           |
| PUR PROP SRVS & OTH SRVS          | 112,050             | 16,789                    | 4,217         | 91,045               | 16,789        | =        | 18.75                                           |
| SUPPLIES                          | 41,330              | 4,501                     | 9,149         | 27,680               | 4,501         | =        | 33.03                                           |
| CAPITAL OUTLAY                    | 8,200               | -                         |               | 8,200                | -             | =        | -                                               |
| DEBT SERVICE                      | 58,394              | -                         |               | 58,394               | -             | =        | -                                               |
| MISCELLANEOUS                     | 366,045             | 35,037                    | 11,657        | 319,350              | 35,037        | =        | 12.76                                           |
| <b>PARKS</b>                      | <b>1,526,053</b>    | <b>94,065</b>             | <b>25,022</b> | <b>1,406,965</b>     | <b>94,065</b> | <b>=</b> | <b>7.80</b>                                     |
| <b>BUILDING MAINTENANCE</b>       |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT          | 291,791             | 12,004                    | =             | 279,787              | 12,004        | =        | 4.11                                            |
| PURCHASED PROF/TECH SRVS          | 2,500               | -                         | -             | 2,500                | -             | =        | -                                               |
| PUR PROP SRVS & OTH SRVS          | 83,200              | 2,813                     | 3,498         | 76,889               | 2,813         | =        | 7.59                                            |
| SUPPLIES                          | 38,474              | 6,356                     | 11,345        | 20,773               | 6,356         | =        | 46.01                                           |
| <b>BUILDING MAINTENANCE</b>       | <b>415,965</b>      | <b>21,173</b>             | <b>14,843</b> | <b>379,949</b>       | <b>21,173</b> | <b>=</b> | <b>8.66</b>                                     |
| <b>LIBRARY</b>                    |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT          | 297,031             | 11,262                    | -             | 285,769              | 11,262        | =        | 3.79                                            |
| PURCHASED PROF/TECH SRVS          | 2,600               | 53                        | -             | 2,547                | 53            | =        | 2.02                                            |
| PUR PROP SRVS & OTH SRVS          | 24,300              | 2,215                     | -             | 22,085               | 2,215         | =        | 9.12                                            |
| SUPPLIES                          | 2,850               | 66                        | 762           | 2,022                | 66            | =        | 29.05                                           |
| MISCELLANEOUS                     | 9,300               | 1,531                     | 30            | 7,739                | 1,531         | =        | 16.79                                           |
| <b>LIBRARY</b>                    | <b>336,081</b>      | <b>15,127</b>             | <b>792</b>    | <b>320,162</b>       | <b>15,127</b> | <b>=</b> | <b>4.74</b>                                     |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

| 10 -GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE   | BALANCE<br>REMAINING | Oct-21        | Oct-21   | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|----------------------------------|---------------------|---------------------------|---------------|----------------------|---------------|----------|-------------------------------------------------|
|                                  |                     |                           |               |                      |               |          |                                                 |
| ADMINISTRATION                   |                     |                           |               |                      |               |          |                                                 |
| PURCHASED PROF/TECH SRVS         | 398,724             | 45,890                    | -             | 352,834              | 45,890        | -        | 11.51                                           |
| PUR PROP SRVS & OTH SRVS         | 322,497             | 18,939                    | 10            | 303,548              | 18,939        | -        | 5.88                                            |
| SUPPLIES                         | 1,250               | 232                       | -             | 1,018                | 232           | -        | 18.58                                           |
| CAPITAL OUTLAY                   | 2,007,000           | -                         | -             | 2,007,000            | -             | -        | -                                               |
| DEBT SERVICE                     | 132,300             | -                         | -             | 132,300              | -             | -        | -                                               |
| MISCELLANEOUS                    | 52,000              | -                         | -             | 52,000               | -             | -        | -                                               |
| <b>ADMINISTRATION</b>            | <b>2,913,771</b>    | <b>65,061</b>             | <b>10</b>     | <b>2,848,700</b>     | <b>65,061</b> | <b>-</b> | <b>2.23</b>                                     |
| HUMAN RESOURCES                  |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT         | 204,675             | 8,664                     | -             | 196,011              | 8,664         | -        | 4.23                                            |
| PURCHASED PROF/TECH SRVS         | 10,000              | -                         | -             | 10,000               | -             | -        | -                                               |
| PUR PROP SRVS & OTH SRVS         | 10,500              | 41                        | 15            | 10,444               | 41            | -        | 0.53                                            |
| SUPPLIES                         | 2,740               | -                         | 996           | 1,744                | -             | -        | 36.35                                           |
| MISCELLANEOUS                    | 785                 | -                         | -             | 785                  | -             | -        | -                                               |
| <b>HUMAN RESOURCES</b>           | <b>228,700</b>      | <b>8,705</b>              | <b>1,011</b>  | <b>218,984</b>       | <b>8,705</b>  | <b>-</b> | <b>4.25</b>                                     |
| INFORMATION TECHNOLOGY           |                     |                           |               |                      |               |          |                                                 |
| SALARIES & WAGES/BENEFIT         | 434,950             | 16,762                    | -             | 418,188              | 16,762        | -        | 3.85                                            |
| PURCHASED PROF/TECH SRVS         | 147,290             | 1,998                     | 1,100         | 144,192              | 1,998         | -        | 2.10                                            |
| PUR PROP SRVS & OTH SRVS         | 167,120             | 254                       | -             | 166,866              | 254           | -        | 0.15                                            |
| SUPPLIES                         | 85,755              | 29,678                    | 2,311         | 53,766               | 29,678        | -        | 37.30                                           |
| CAPITAL OUTLAY                   | 76,000              | -                         | -             | 76,000               | -             | -        | -                                               |
| MISCELLANEOUS                    | 49,640              | -                         | 8,383         | 41,257               | -             | -        | 16.89                                           |
| <b>INFORMATION TECHNOLOGY</b>    | <b>960,755</b>      | <b>48,691</b>             | <b>11,794</b> | <b>900,269</b>       | <b>48,691</b> | <b>-</b> | <b>6.30</b>                                     |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

| 10 -GENERAL<br>FINANCIAL SUMMARY          | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE      | BALANCE<br>REMAINING | Oct-21           | Oct-21   | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|------------------|----------------------|------------------|----------|-------------------------------------------------|
|                                           |                     |                           |                  |                      |                  |          |                                                 |
| EMERGENCY MANAGEMENT                      |                     |                           |                  |                      |                  |          |                                                 |
| PURCHASED PROF/TECH SRVS                  | 21,500              | -                         | -                | 21,500               | -                | -        | -                                               |
| PUR PROP SRVS & OTH SRVS                  | 2,800               | -                         | -                | 2,800                | -                | -        | -                                               |
| SUPPLIES                                  | 15,000              | -                         | 1,175            | 13,825               | -                | -        | 7.83                                            |
| CAPITAL OUTLAY                            | 55,000              | -                         | 34,649           | 20,351               | -                | -        | 63.00                                           |
| <b>EMERGENCY MANAGEMENT</b>               | <b>94,300</b>       | <b>-</b>                  | <b>35,824</b>    | <b>58,476</b>        | <b>-</b>         | <b>-</b> | <b>37.99</b>                                    |
| ANIMAL CONTROL                            |                     |                           |                  |                      |                  |          |                                                 |
| SALAREIES & WAGES/BENEFIT                 | 82,308              | 1,875                     |                  | 80,433               | 1,875            | -        | 2.28                                            |
| PURCHASED PROF/TECH SRVS                  | 3,400               | -                         |                  | 3,400                | -                | -        | -                                               |
| SUPPLIES                                  | 19,750              | 407                       | 250              | 19,093               | 407              | -        | 3.33                                            |
| CAPITAL OUTLAY                            | 14,000              | -                         |                  | 14,000               | -                | -        | -                                               |
| MISCELLANEOUS                             | 100,100             | -                         | 100,000          | 100                  | -                | -        | 99.90                                           |
| <b>ANIMAL CONTROL</b>                     | <b>219,558</b>      | <b>2,283</b>              | <b>100,250</b>   | <b>117,025</b>       | <b>2,283</b>     | <b>-</b> | <b>46.70</b>                                    |
| TRANSFER IN                               | -                   | -                         | -                | -                    | -                | -        | -                                               |
| TRANSFER OUT                              | -                   | -                         | -                | -                    | -                | -        | -                                               |
| <b>TOTAL EXPENDITURES</b>                 | <b>16,898,592</b>   | <b>809,670</b>            | <b>438,089</b>   | <b>15,650,833</b>    | <b>809,670</b>   | <b>-</b> | <b>7.38</b>                                     |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | <b>(65,827)</b>     | <b>(484,149)</b>          | <b>(438,089)</b> | <b>(856,411)</b>     | <b>(484,149)</b> | <b>-</b> | <b>1,401.00</b>                                 |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                      |                     |                           |             |                      |          |        | Budget<br>Target<br>8% |
|--------------------------------------|---------------------|---------------------------|-------------|----------------------|----------|--------|------------------------|
| 22 -SOLID WASTE<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21   | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                      |                     |                           |             |                      |          |        |                        |
| REVENUE SUMMARY                      |                     |                           |             |                      |          |        |                        |
| REFUSE COLLECTION SYSTEM             | 3,480,700           | 208,129                   | -           | {3,272,571}          | 208,129  | -      | 5.98                   |
| OTHER REVENUE                        | 27,550              | 122                       | -           | (27,428)             | 122      | -      | 0.44                   |
| OTHER FINANCING SOURCES              | -                   | -                         | -           | -                    | -        | -      | -                      |
| TOTAL REVENUES                       | 3,508,250           | 208,251                   | -           | {3,299,999}          | 208,251  | -      | 5.94                   |
|                                      |                     |                           |             |                      |          |        |                        |
| EXPENDITURE SUMMARY                  |                     |                           |             |                      |          |        |                        |
| SANITATION                           |                     |                           |             |                      |          |        |                        |
| SALARIES & WAGES/BENEFIT             | 1,147,228           | (11,638)                  | -           | 1,158,866            | (11,638) | -      | (1.01)                 |
| PUR PROF/TECH SRVS                   | 7,200               | -                         | -           | 7,200                | -        | -      | -                      |
| PUR PROP SRVS & OTH SRVS             | 352,711             | 19,201                    | 13,133      | 320,377              | 19,201   | -      | 9.17                   |
| SUPPLIES                             | 558,856             | 29,686                    | 76,938      | 452,232              | 29,686   | -      | 19.08                  |
| MISCELLANEOUS                        | 581,900             | -                         | -           | 581,900              | -        | -      | -                      |
| SANITATION                           | 2,647,895           | 37,249                    | 90,071      | 2,520,575            | 37,249   | -      | 4.81                   |
| RECYCLING                            |                     |                           |             |                      |          |        |                        |
| SALARIES & WAGES/BENEFIT             | 153,898             | 2,459                     | -           | 151,439              | 2,459    | -      | 1.60                   |
| PUR PROP SRVS & OTH SRVS             | 5,000               | -                         | -           | 5,000                | -        | -      | -                      |
| SUPPLIES                             | 41,314              | 68                        | 600         | 40,646               | 68       | -      | 1.62                   |
| MISCELLANEOUS                        | 6,500               | -                         | 248         | 6,252                | -        | -      | 3.82                   |
| RECYCLING                            | 206,712             | 2,527                     | 848         | 203,336              | 2,527    | -      | 1.63                   |
| ORGANIZATIONAL                       |                     |                           |             |                      |          |        |                        |
| PURCHASED PROF/TECH SRVS             | 85,000              | -                         | -           | 85,000               | -        | -      | -                      |
| PUR PROP SRVS & OTH SRVS             | 52,054              | 4,260                     | -           | 47,794               | 4,260    | -      | 8.18                   |
| DEBT SERVICE                         | 318,817             | -                         | -           | 318,817              | -        | -      | -                      |
| MISCELLANEOUS                        | 213,930             | 19,596                    | -           | 194,334              | 19,596   | -      | 9.16                   |
| ORGANIZATIONAL                       | 669,801             | 23,856                    | -           | 645,945              | 23,856   | -      | 3.56                   |
| Transfer Out                         | -                   | -                         | -           | -                    | -        | -      | -                      |
| TOTAL EXPENDITURES                   | 3,524,408           | 63,632                    | 90,919      | 3,166,520            | 63,632   | -      | 4.39                   |
|                                      |                     |                           |             |                      |          |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES   | {16,158}            | 144,619                   | {90,919}    | {133,478}            | 144,619  | -      | {332.34}               |

City of San Juan, Texas  
Budget Expenditures Report  
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| 56-UTILITY<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21    | Oct-21 | Budget<br>Target:<br>8% |
|---------------------------------|---------------------|---------------------------|-------------|----------------------|-----------|--------|-------------------------|
|                                 |                     |                           |             |                      |           |        | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                 |                     |                           |             |                      |           |        |                         |
| WATER SYSTEMS                   | 2,843,680           | 235,109                   | -           | (2,608,571)          | 235,109   | -      | 8.27                    |
| SEWER SYSTEMS                   | 2,915,200           | 174,841                   | -           | (2,740,359)          | 174,841   | -      | 6.00                    |
| OTHER REVENUES                  | -                   | 50                        | -           | 50                   | 50        | -      | -                       |
| OTHER REVENUES                  | 55,600              | 17,204                    | -           | (38,397)             | 17,204    | -      | 30.94                   |
| OTHER                           | (162,264)           | (286,314)                 | -           | (124,050)            | (286,314) | -      | 176.45                  |
| TOTAL REVENUES                  | 5,652,216           | 140,889                   | -           | (5,511,327)          | 140,889   | -      | 2.49                    |
| EXPENDITURE SUMMARY             |                     |                           |             |                      |           |        |                         |
| UTILITY BILLING & COLLECT       |                     |                           |             |                      |           |        |                         |
| SALARIES & WAGES/BENEFIT        | 291,087             | (12,668)                  | -           | 303,755              | (12,668)  | -      | (4.35)                  |
| PURCHASED PROF/TECH SRVS        | 23,308              | 244                       | 2,684       | 20,380               | 244       | -      | 12.56                   |
| PUR PROP SRVS & OTH SRVS        | 95,715              | 4,634                     | -           | 92,081               | 4,634     | -      | 4.79                    |
| SUPPLIES                        | 17,682              | 1,414                     | 5,063       | 11,205               | 1,414     | -      | 36.63                   |
| CAPITAL OUTLAY                  | 10,000              | -                         | -           | 10,000               | -         | -      | -                       |
| MISCELLANEOUS                   | 47,527              | 4,465                     | -           | 43,062               | 4,465     | -      | 9.39                    |
| UTILITY BILLING & COLLEC        | 486,319             | (1,912)                   | 7,747       | 480,483              | (1,912)   | -      | 1.20                    |
| UTILITY ADMINISTRATION          |                     |                           |             |                      |           |        |                         |
| SALARIES & WAGES/BENEFIT        | 223,043             | 1,820                     | -           | 221,223              | 1,820     | -      | 0.82                    |
| PURCHASED PROF/TECH SRVS        | 12,000              | -                         | 165,968     | (153,968)            | -         | -      | 1,383.07                |
| PUR PROP SRVS & OTH SRVS        | 33,620              | 9                         | 165         | 33,446               | 9         | -      | 0.52                    |
| SUPPLIES                        | 12,087              | 215                       | 141         | 11,731               | 215       | -      | 2.94                    |
| CAPITAL OUTLAY                  | 1,500               | -                         | -           | 1,500                | -         | -      | -                       |
| MISCELLANEOUS                   | 2,415               | -                         | 190         | 2,225                | -         | -      | 7.87                    |
| UTILITY ADMINISTRATION          | 284,665             | 2,044                     | 166,464     | 116,157              | 2,044     | -      | 59.20                   |
| WATER PLANT                     |                     |                           |             |                      |           |        |                         |
| SALARIES & WAGES/BENEFIT        | 487,902             | (8,351)                   | -           | 496,253              | (8,351)   | -      | (1.71)                  |
| PURCHASED PROF/TECH SRVS        | 40,000              | 4,751                     | 1,745       | 33,504               | 4,751     | -      | 16.24                   |
| PUR PROP SRVS & OTH SRVS        | 354,130             | 10,633                    | 10,719      | 332,778              | 10,633    | -      | 6.05                    |
| SUPPLIES                        | 291,821             | 10,893                    | 13,626      | 267,802              | 10,893    | -      | 8.23                    |
| CAPITAL OUTLAY                  | 44,820              | -                         | -           | 44,820               | -         | -      | -                       |
| MISCELLANEOUS                   | 68,340              | 4,680                     | 45,136      | 18,524               | 4,680     | -      | 72.89                   |
| WATER PLANT                     | 1,287,013           | 22,105                    | 71,227      | 1,193,681            | 22,105    | -      | 7.25                    |
| WATER DISTRIBUTION              |                     |                           |             |                      |           |        |                         |
| SALARIES & WAGES/BENEFIT        | 300,771             | (5,523)                   | -           | 306,294              | (5,523)   | -      | (1.84)                  |
| PUR PROP SRVS & OTH SRVS        | 13,230              | 752                       | 1,108       | 11,370               | 752       | -      | 14.06                   |
| SUPPLIES                        | 73,885              | 1,371                     | 606         | 71,908               | 1,371     | -      | 2.68                    |
| CAPITAL OUTLAY                  | 805,000             | -                         | -           | 805,000              | -         | -      | -                       |
| MISCELLANEOUS                   | 2,842               | -                         | -           | 2,842                | -         | -      | -                       |
| WATER DISTRIBUTION              | 1,195,728           | (3,399)                   | 1,714       | 1,197,414            | (3,399)   | -      | (0.14)                  |
| SEWER COLLECTION                |                     |                           |             |                      |           |        |                         |
| SALARIES & WAGES/BENEFIT        | 340,550             | (2,110)                   | -           | 342,660              | (2,110)   | -      | (0.62)                  |
| PURCHASED PROF/TECH SRVS        | 3,000               | -                         | -           | 3,000                | -         | -      | -                       |
| PUR PROP SRVS & OTH SRVS        | 193,405             | 5,147                     | 47,774      | 140,484              | 5,147     | -      | 27.36                   |
| SUPPLIES                        | 173,848             | 1,823                     | 146         | 171,879              | 1,823     | -      | 1.13                    |
| CAPITAL OUTLAY                  | 6,000               | -                         | -           | 6,000                | -         | -      | -                       |
| MISCELLANEOUS                   | 13,670              | -                         | -           | 13,670               | -         | -      | -                       |
| SEWER COLLECTION                | 730,473             | 4,860                     | 47,919      | 677,694              | 4,860     | -      | 7.23                    |

**City of San Juan, Texas**  
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| 56 -UTILITY<br>FINANCIAL SUMMARY                                     | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Oct-21 | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|----------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------|--------|-------------------------------------------------|
|                                                                      |                     |                           |             |                      |         |        |                                                 |
| SEWER PLANT                                                          |                     |                           |             |                      |         |        |                                                 |
| SALARIES & WAGES/BENEFIT                                             | 265,750             | (4,556)                   | -           | 270,306              | (4,556) | -      | (1.71)                                          |
| PURCHASED PROF/TECH SRVS                                             | 45,000              | 3,886                     | 4,716       | 36,398               | 3,886   | -      | 19.12                                           |
| PUR PROP SRVS & OTH SRVS                                             | 265,875             | 16,780                    | 2,650       | 246,445              | 16,780  | -      | 7.31                                            |
| SUPPLIES                                                             | 122,626             | 511                       | 37,763      | 84,352               | 511     | -      | 31.21                                           |
| CAPITAL OUTLAY                                                       | 40,000              | -                         | -           | 40,000               | -       | -      | -                                               |
| MISCELLANEOUS                                                        | 151,632             | 12,480                    | 25,825      | 113,327              | 12,480  | -      | 25.26                                           |
| SEWER PLANT                                                          | 890,883             | 29,102                    | 70,954      | 790,828              | 29,102  | -      | 11.23                                           |
| ORGANIZATIONAL                                                       |                     |                           |             |                      |         |        |                                                 |
| PURCHASED PROF/TECH SRVS                                             | 71,663              | -                         | -           | 71,663               | -       | -      | -                                               |
| PUR PROP SRVS & OTH SRVS                                             | 115,723             | 9,471                     | -           | 106,252              | 9,471   | -      | 8.18                                            |
| DEBT SERVICE                                                         | 1,000               | -                         | -           | 1,000                | -       | -      | -                                               |
| MISCELLANEOUS                                                        | 414,820             | 34,705                    | -           | 380,115              | 34,705  | -      | 8.37                                            |
| ORGANIZATIONAL                                                       | 603,206             | 44,176                    | -           | 559,030              | 44,176  | -      | 7.32                                            |
| TOTAL EXPENDITURES                                                   | 5,478,287           | 96,976                    | 366,024     | 5,015,287            | 96,976  | -      | 8.45                                            |
|                                                                      | =====               | =====                     | =====       | =====                | =====   | =====  | =====                                           |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | 173,929             | 43,914                    | (366,024)   | (496,040)            | 43,914  | -      | (185.20)                                        |
| TRANSFER IN                                                          | -                   | -                         | -           | -                    | -       | -      | -                                               |
| TRANSFER OUT                                                         | -                   | -                         | -           | -                    | -       | -      | -                                               |
| REVENUES & OTHER SOURCES OVER/<br>(UNDER) EXPENDITURES & OTHER(USES) | 173,929             | 43,914                    | (366,024)   | (496,040)            | 43,914  | -      | (185.20)                                        |
|                                                                      | =====               | =====                     | =====       | =====                | =====   | =====  | =====                                           |



**City of San Juan, Texas**  
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|                                                                      |                     |                           |             |                      |         |        | Budget<br>Target<br>8% |
|----------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------|--------|------------------------|
| 60 -UTILITY I&S<br>FINANCIAL SUMMARY                                 | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                                      |                     |                           |             |                      |         |        |                        |
| REVENUE SUMMARY                                                      |                     |                           |             |                      |         |        |                        |
| OTHER REVENUE                                                        | 1,600,889           | 281,201                   |             | (1,319,688)          | 281,201 | -      | 17.57                  |
| TOTAL REVENUES                                                       | 1,600,889           | 281,201                   | -           | (1,319,688)          | 281,201 | -      | 17.57                  |
|                                                                      |                     |                           |             |                      |         |        |                        |
| EXPENDITURE SUMMARY                                                  |                     |                           |             |                      |         |        |                        |
| DEBT SERVICE                                                         |                     |                           |             |                      |         |        |                        |
| DEBT SERVICE                                                         | 1,600,889           | -                         | -           | 1,600,889            | -       | -      | -                      |
| MISCELLANEOUS                                                        | -                   | -                         | -           | -                    | -       | -      | -                      |
|                                                                      |                     |                           |             |                      |         |        |                        |
| DEBT SERVICE                                                         | 1,600,889           | -                         | -           | 1,600,889            | -       | -      | -                      |
| TOTAL EXPENDITURES                                                   | 1,600,889           | -                         | -           | 1,600,889            | -       | -      | -                      |
|                                                                      |                     |                           |             |                      |         |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | -                   | 281,201                   | -           | 281,201              | -       | -      | -                      |
|                                                                      |                     |                           |             |                      |         |        |                        |
| TRANSFER IN                                                          | -                   | -                         | -           | -                    | -       | -      | -                      |
| TRANSFER OUT                                                         | -                   | -                         | -           | -                    | -       | -      | -                      |
|                                                                      |                     |                           |             |                      |         |        |                        |
| REVENUES & OTHER SOURCES OVER/<br>(UNDER) EXPENDITURES & OTHER(USES) | -                   | 281,201                   | -           | 281,201              | -       | -      | -                      |

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Budget  
Target:  
8%

| 61 - Water & Sewer I & S<br>FINANCIAL SUMMARY                                        | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21       | Oct-21   | % RECEIV.<br>EXPENDED |
|--------------------------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------------|----------|-----------------------|
| <b>REVENUE SUMMARY</b>                                                               |                     |                           |             |                      |              |          |                       |
| OTHER REVENUE                                                                        | 61,376              | 5,117                     | -           | (56,259)             | 5,117        | -        | 8.34                  |
| <b>TOTAL REVENUES</b>                                                                | <b>61,376</b>       | <b>5,117</b>              | <b>-</b>    | <b>(56,259)</b>      | <b>5,117</b> | <b>-</b> | <b>8.34</b>           |
| <b>EXPENDITURE SUMMARY</b>                                                           |                     |                           |             |                      |              |          |                       |
| <b>DEBT SERVICE</b>                                                                  |                     |                           |             |                      |              |          |                       |
| DEBT SERVICE                                                                         | -                   | -                         | -           | -                    | -            | -        | -                     |
| MISCELLANEOUS                                                                        | -                   | -                         | -           | -                    | -            | -        | -                     |
| <b>DEBT SERVICE</b>                                                                  | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>     | <b>-</b> | <b>-</b>              |
| <b>TOTAL EXPENDITURES</b>                                                            | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>     | <b>-</b> | <b>-</b>              |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                                            | <b>61,376</b>       | <b>5,117</b>              | <b>-</b>    | <b>(56,259)</b>      | <b>5,117</b> | <b>-</b> | <b>8.34</b>           |
| TRANSFER IN                                                                          | -                   | -                         | -           | -                    | -            | -        | -                     |
| TRANSFER OUT                                                                         | -                   | -                         | -           | -                    | -            | -        | -                     |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER(USES)</b> | <b>61,376</b>       | <b>5,117</b>              | <b>-</b>    | <b>(56,259)</b>      | <b>5,117</b> | <b>-</b> | <b>8.34</b>           |

**City of San Juan, Texas**  
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|                        |
|------------------------|
| Budget<br>Target<br>8% |
|------------------------|

**18 -LOCAL TRUANCY PREVENTION &  
 DIVERSION FUND  
 FINANCIAL SUMMARY**

**REVENUE SUMMARY**

|                       | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|-----------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| FEES & FINES          | -                           | 350                               | -                  | 350                          | 350           | -             | -                             |
| <b>TOTAL REVENUES</b> | -                           | 350                               | -                  | 350                          | 350           | -             | -                             |
|                       | =====                       | =====                             | =====              | =====                        | =====         | =====         | =====                         |

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| 19 - LOCAL MUNICIPAL JURY FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED | Budget<br>Target<br>8% |
|-----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|------------------------|
|                                                     |                     |                           |             |                      |        |        |                       |                        |
| REVENUE SUMMARY                                     |                     |                           |             |                      |        |        |                       |                        |
| FEEES & FINES                                       | -                   | 7                         | -           | 7                    | 7      | -      | -                     |                        |
| TOTAL REVENUES                                      | -                   | 7                         | -           | 7                    | 7      | -      | -                     |                        |
|                                                     |                     |                           |             |                      |        |        |                       |                        |

**City of San Juan, Texas**  
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|                                                    |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 20 -MUNICIPAL COURT-BLDG SEC.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                    |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                    |                     |                           |             |                      |        |        |                        |
| OTHER REVENUE                                      | 6,000               | 391                       | -           | (5,609)              | 391    | -      | 6.51                   |
| TOTAL REVENUES                                     | 6,000               | 391                       | -           | (5,609)              | 391    | -      | 6.51                   |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
|                                                    |                     |                           |             |                      |        |        |                        |
| MUNICIPAL COURT                                    | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL EXPENDITURES                                 | -                   | -                         | -           | -                    | -      | -      | -                      |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| REVENUES OVER/(UNDER) EXPENDITURES                 | 6,000               | 391                       | -           | (5,609)              | -      | -      | 6.51                   |

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|                        |
|------------------------|
| Budget<br>Target<br>8% |
|------------------------|

| 21 -MUNICIPAL COURT-TECH.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21     | Oct-21   | % RECEIV.<br>EXPENDED |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|------------|----------|-----------------------|
| <b>REVENUE SUMMARY</b>                         |                     |                           |             |                      |            |          |                       |
| OTHER REVENUE                                  | 6,000               | 326                       | -           | (5,674)              | 326        | -        | 5.43                  |
| <b>TOTAL REVENUES</b>                          | <b>6,000</b>        | <b>326</b>                | <b>-</b>    | <b>(5,674)</b>       | <b>326</b> | <b>-</b> | <b>5.43</b>           |
|                                                | =====               | =====                     | =====       | =====                | =====      | =====    | =====                 |
| <b>EXPENDITURE SUMMARY</b>                     |                     |                           |             |                      |            |          |                       |
| MUNICIPAL COURT                                |                     |                           |             |                      |            |          |                       |
| CAPITAL OUTLAY                                 | 4,500               | -                         | -           | 4,500                | -          | -        | -                     |
| MUNICIPAL COURT                                | 4,500               | -                         | -           | 4,500                | -          | -        | -                     |
| <b>TOTAL EXPENDITURES</b>                      | <b>4,500</b>        | <b>-</b>                  | <b>-</b>    | <b>4,500</b>         | <b>-</b>   | <b>-</b> | <b>-</b>              |
|                                                | =====               | =====                     | =====       | =====                | =====      | =====    | =====                 |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>      | <b>1,500</b>        | <b>326</b>                | <b>-</b>    | <b>(1,174)</b>       | <b>-</b>   | <b>-</b> | <b>21.71</b>          |

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| 23-REVOLVING LOAN FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | <div style="border: 1px solid black; padding: 2px;">           Budget<br/>Target<br/>8%         </div> |
|---------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|--------------------------------------------------------------------------------------------------------|
|                                             |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED                                                                                  |
| REVENUE SUMMARY                             |                     |                           |             |                      |        |        |                                                                                                        |
| OTHER REVENUE                               | -                   | 17                        | -           | 17                   | 17     | -      | -                                                                                                      |
| TOTAL REVENUES                              | -                   | 17                        | -           | 17                   | 17     | -      | -                                                                                                      |
| EXPENDITURE SUMMARY                         |                     |                           |             |                      |        |        |                                                                                                        |
| ADMINISTRATION                              |                     |                           |             |                      |        |        |                                                                                                        |
| PURCHASED PROF/TECH SRVS                    | -                   | -                         | -           | -                    | -      | -      | -                                                                                                      |
| PUR PROP SRVS & OTH SRVS                    | -                   | -                         | -           | -                    | -      | -      | -                                                                                                      |
| ADMINISTRATION                              | -                   | -                         | -           | -                    | -      | -      | -                                                                                                      |
| TOTAL EXPENDITURES                          | -                   | -                         | -           | -                    | -      | -      | -                                                                                                      |
| REVENUES OVER/(UNDER) EXPENDITURES          | -                   | 17                        | -           | 17                   | 17     | -      | -                                                                                                      |



**City of San Juan, Texas**  
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| October 01, 2021                        |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-----------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 25-PARKS SPORT FEE<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
| REVENUE SUMMARY                         |                     |                           |             |                      |        |        |                        |
| OTHER REVENUE                           | 1,000               | 127                       | -           | (873)                | 127    | -      | 12.66                  |
| TOTAL REVENUES                          | 1,000               | 127                       | -           | (873)                | 127    | -      | 12.66                  |
| EXPENDITURE SUMMARY                     |                     |                           |             |                      |        |        |                        |
| RECREATION                              |                     |                           |             |                      |        |        |                        |
| PUR PROP SRVS & OTH SRVS                | -                   | -                         | -           | -                    | -      | -      | -                      |
| ADMINISTRATION                          | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL EXPENDITURES                      | -                   | -                         | -           | -                    | -      | -      | -                      |
| REVENUES OVER/(UNDER) EXPENDITURES      | 1,000               | 127                       | -           | (873)                | -      | -      | 12.66                  |

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|                                           |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 26 -PARK DEVELOPMENT<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                           |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                           |                     |                           |             |                      |        |        |                        |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                      |
| OTHER INCOME                              | 25,010              | 1                         | -           | (25,009)             | 1      | -      | 0.00                   |
| TOTAL REVENUES                            | 25,010              | 1                         | -           | (25,009)             | 1      | -      | 0.00                   |
|                                           |                     |                           |             |                      |        |        |                        |
| EXPENDITURE SUMMARY                       |                     |                           |             |                      |        |        |                        |
| PARKS                                     |                     |                           |             |                      |        |        |                        |
| PURCHASED PROF/TECH SRVS                  | -                   | -                         | -           | -                    | -      | -      | -                      |
| SUPPLIES                                  | -                   | -                         | -           | -                    | -      | -      | -                      |
| CAPITAL OUTLAY                            | 25,000              | -                         | -           | 25,000               | -      | -      | -                      |
| PARKS                                     | 25,000              | -                         | -           | 25,000               | -      | -      | -                      |
|                                           |                     |                           |             |                      |        |        |                        |
| TOTAL EXPENDITURES                        | 25,000              | -                         | -           | 25,000               | -      | -      | -                      |
|                                           |                     |                           |             |                      |        |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES        | 10                  | 1                         | -           | (9)                  | -      | -      | 12.40                  |

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|                                 |
|---------------------------------|
| <b>Budget<br/>Target<br/>8%</b> |
|---------------------------------|

| <b>27 -WRECKER LAW ENFORCEMENT<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|----------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>REVENUE SUMMARY</b>                                   |                             |                                   |                    |                              |               |               |                               |
| OTHER REVENUE                                            | 7,900                       | 1,740                             | -                  | (6,160)                      | 1,740         | -             | 22.03                         |
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>TOTAL REVENUES</b>                                    | <b>7,900</b>                | <b>1,740</b>                      | <b>-</b>           | <b>(6,160)</b>               | <b>1,740</b>  | <b>-</b>      | <b>22.03</b>                  |
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>EXPENDITURE SUMMARY</b>                               |                             |                                   |                    |                              |               |               |                               |
| <b>POLICE</b>                                            |                             |                                   |                    |                              |               |               |                               |
| PURCHASED PROF/TECH SRVS                                 | 5,000                       | -                                 | -                  | 5,000                        | -             | -             | -                             |
| PUR PROP SRVS & OTH SRVS                                 | 300                         | -                                 | -                  | 300                          | -             | -             | -                             |
| SUPPLIES                                                 | 10,000                      | -                                 | -                  | 10,000                       | -             | -             | -                             |
| MISCELLANEOUS                                            | 5,000                       | -                                 | -                  | 5,000                        | -             | -             | -                             |
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>ADMINISTRATION</b>                                    | <b>20,300</b>               | <b>-</b>                          | <b>-</b>           | <b>20,300</b>                | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>TOTAL EXPENDITURES</b>                                | <b>20,300</b>               | <b>-</b>                          | <b>-</b>           | <b>20,300</b>                | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <hr/>                                                    |                             |                                   |                    |                              |               |               |                               |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                | <b>(12,400)</b>             | <b>1,740</b>                      | <b>-</b>           | <b>14,140</b>                | <b>-</b>      | <b>-</b>      | <b>(14.03)</b>                |

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| 28 -ASSET FORFEITURE-STATE<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8% |
|-------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
|                                                 |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED  |
| REVENUE SUMMARY                                 |                     |                           |             |                      |        |        |                        |
| OTHER REVENUE                                   | 1,500               | -                         | -           | (1,500)              | -      | -      | -                      |
| FORFEIT LOCAL                                   | 7,000               | -                         | -           | (7,000)              | -      | -      | -                      |
| TOTAL REVENUES                                  | 8,500               | -                         | -           | (8,500)              | -      | -      | -                      |
| EXPENDITURE SUMMARY                             |                     |                           |             |                      |        |        |                        |
| POLICE                                          |                     |                           |             |                      |        |        |                        |
| PURCHASED PROF/TECH SRVS                        | 5,000               | -                         | -           | 5,000                | -      | -      | -                      |
| PUR PROP SRVS & OTH SRVS                        | 1,500               | -                         | 16,050      | (14,550)             | -      | -      | 1,070.00               |
| SUPPLIES                                        | 8,500               | -                         |             | 8,500                | -      | -      | -                      |
| POLICE                                          | 15,000              | -                         | 16,050      | (1,050)              | -      | -      | 107.00                 |
| TOTAL EXPENDITURES                              | 15,000              | -                         | 16,050      | (1,050)              | -      | -      | 107.00                 |
| REVENUES OVER/(UNDER) EXPENDITURES              | (6,500)             | -                         | (16,050)    | (9,550)              | -      | -      | 246.92                 |

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|                                                |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 30 - MISCELLANEOUS GRANTS<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                |                     |                           |             |                      |        |        |                        |
| INTERGOV'T REVENUE                             | 475,234             | 14,863                    | -           | (460,371)            | 14,863 | -      | 3.13                   |
| OTHER REVENUE                                  | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL REVENUES                                 | 475,234             | 14,863                    | -           | (460,371)            | 14,863 | -      | 3.13                   |
| =====                                          |                     |                           |             |                      |        |        |                        |
| EXPENDITURE SUMMARY                            |                     |                           |             |                      |        |        |                        |
| POLICE                                         |                     |                           |             |                      |        |        |                        |
| SALARIES & WAGES/BENEFIT                       | 206,050             | 8,759                     | -           | 197,291              | 8,759  | -      | 4.25                   |
| PUR PROP SRVS & OTH SRVS                       | -                   | -                         | -           | -                    | -      | -      | -                      |
| SUPPLIES                                       | 28,500              | -                         | -           | 28,500               | -      | -      | -                      |
| CAPITAL OUTLAY                                 | 177,452.00          | -                         | 56,278      | 121,174              | -      | -      | 31.71                  |
| POLICE                                         | 412,002.00          | 8,759                     | 56,278      | 346,965              | 8,759  | -      | 15.79                  |
| FIRE                                           |                     |                           |             |                      |        |        |                        |
| SALARIES & WAGES/BENEFIT                       | 36,644              | 9,739                     | -           | 26,905               | 9,739  | -      | 26.58                  |
| FIRE                                           | 36,644              | 9,739                     | -           | 26,905               | 9,739  | -      | 26.58                  |
| LIBRARY                                        |                     |                           |             |                      |        |        |                        |
| PURCHASED PROF/TECH SRVS                       | 2,000               | -                         | -           | 2,000                | -      | -      | -                      |
| PUR PROP SRVS & OTH SRVS                       | 8,713               | 78                        | -           | 8,635                | 77.94  | -      | 0.89                   |
| SUPPLIES                                       | 1,200               | -                         | -           | 1,200                | -      | -      | -                      |
| CAPITAL OUTLAY                                 | -                   | -                         | -           | -                    | -      | -      | -                      |
| MISCELLANEOUS                                  | 2,950               | -                         | -           | 2,950                | -      | -      | -                      |
| LIBRARY                                        | 14,863              | 78                        | -           | 14,785               | 77.94  | -      | 0.52                   |
| TOTAL EXPENDITURES                             | 463,509.00          | 18,575                    | 56,278      | 388,655              | 18,575 | -      | 16.15                  |
| =====                                          |                     |                           |             |                      |        |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURE              | 11,725              | (3,712)                   | (56,278)    | (71,716)             | -      | -      | (511.65)               |

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Budget Expenditures Report  
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| 32 -CRIME VICTIMS LIAISON GRT<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8% |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
|                                                    |                     |                           |             |                      |        |        | % RECEIV.<br>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                 | -                   | -                         | -           | -                    | -      | -      | -                      |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                 |
|---------------------------------|
| <b>Budget<br/>Target<br/>8%</b> |
|---------------------------------|

| <b>33 -HOTEL/MOTEL OCCUPANCY TAX<br/>FINANCIAL SUMMARY</b>                            | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|---------------------------------------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                                                |                             |                                   |                    |                              |               |               |                               |
| TAX REVENUE                                                                           | 24,600                      | -                                 | -                  | (24,600)                     | -             | -             | -                             |
| FINES & FEES                                                                          | 150                         | -                                 | -                  | (150)                        | -             | -             | -                             |
| OTHER REVENUE                                                                         | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>TOTAL REVENUES</b>                                                                 | <b>24,750</b>               | <b>-</b>                          | <b>-</b>           | <b>(24,750)</b>              | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>EXPENDITURE SUMMARY</b>                                                            |                             |                                   |                    |                              |               |               |                               |
| <b>CITY EVENTS</b>                                                                    |                             |                                   |                    |                              |               |               |                               |
| PURCHASED PROF/TECH SRVS                                                              | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| PUR PROP SRVS & OTH SRVS                                                              | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| CAPITAL OUTLAY                                                                        | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| MISCELLANEOUS                                                                         | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>CITY EVENTS</b>                                                                    | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>MISCELLANEOUS DEPT</b>                                                             |                             |                                   |                    |                              |               |               |                               |
| MISCELLANEOUS                                                                         | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>MISCELLANEOUS DEPT</b>                                                             | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                                                             | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                                             | <b>24,750</b>               | <b>-</b>                          | <b>-</b>           | <b>(24,750)</b>              | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| TRANSFER IN                                                                           | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| TRANSFER OUT                                                                          | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER (USES)</b> | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |



**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                 |
|---------------------------------|
| <b>Budget<br/>Target<br/>8%</b> |
|---------------------------------|

| <b>35 -ASSET FORFEITURE-FEDERAL<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|-----------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                    |                             |                                   |                    |                              |               |               |                               |
| OTHER REVENUE                                             | 800                         | (4)                               | -                  | (804)                        | (4)           | -             | 0.47                          |
| FORFEIT FEDERAL                                           | 140,000                     | -                                 | -                  | (140,000)                    | -             | -             | -                             |
| <b>TOTAL REVENUES</b>                                     | <b>140,800</b>              | <b>(4)</b>                        | <b>-</b>           | <b>(140,804)</b>             | <b>(4)</b>    | <b>-</b>      | <b>(0.00)</b>                 |
| <b>EXPENDITURE SUMMARY</b>                                |                             |                                   |                    |                              |               |               |                               |
| POLICE                                                    |                             |                                   |                    |                              |               |               |                               |
| PUR PROP SRVS & OTH SRVS                                  | 27,950                      | 790                               | -                  | 27,160                       | 790           | -             | 2.83                          |
| SUPPLIES                                                  | 47,000                      | -                                 | 2,640              | 44,360                       | -             | -             | 5.62                          |
| CAPITAL OUTLAY                                            | -                           | -                                 | 36,080             | (36,080)                     | -             | -             | -                             |
| MISCELLANEOUS                                             | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>POLICE</b>                                             | <b>74,950</b>               | <b>790</b>                        | <b>38,720</b>      | <b>35,440</b>                | <b>790</b>    | <b>-</b>      | <b>52.72</b>                  |
| <b>TOTAL EXPENDITURES</b>                                 | <b>74,950</b>               | <b>790</b>                        | <b>38,720</b>      | <b>35,440</b>                | <b>790</b>    | <b>-</b>      | <b>52.72</b>                  |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                 | <b>65,850.00</b>            | <b>(794)</b>                      | <b>(38,720)</b>    | <b>(105,364)</b>             | <b>-</b>      | <b>-</b>      | <b>(60.01)</b>                |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 1, 2021**

|                                     |                     |                           |             |                      |        |        | <div>Budget<br/>Target<br/>8%</div> |
|-------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------|
| 55-STORM WATER<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED               |
| REVENUE SUMMARY                     |                     |                           |             |                      |        |        |                                     |
| FEES & FINES                        | 305,000             | 18,447                    | -           | (286,553)            | 18,447 | -      | 6.05                                |
| TOTAL REVENUES                      | 305,000             | 18,447                    | -           | (286,553)            | 18,447 | -      | 6.05                                |
|                                     | =====               | =====                     | =====       | =====                | =====  | =====  | =====                               |
| EXPENDITURE SUMMARY                 |                     |                           |             |                      |        |        |                                     |
| SALARIES & WAGES/BENEFIT            | 243,027             | 2,818                     | -           | 240,209              | 2,818  | -      | 1.16                                |
| PURCHASED PROF/TECH SRVS            | -                   | -                         | -           | -                    | -      | -      | -                                   |
| PUR PROP SRVS & OTH SRVS            | 18,572              | -                         | -           | 18,572               | -      | -      | -                                   |
| SUPPLIES                            | 29,970              | 425                       | 500         | 29,045               | 425    | -      | 3.09                                |
| CAPITAL OUTLAY                      | 3,800               | -                         | -           | 3,800                | -      | -      | -                                   |
| MISCELLANEOUS                       | 12,500              | -                         | -           | 12,500               | -      | -      | -                                   |
| STORM WATER                         | 307,869             | 3,242                     | 500         | 304,127              | 3,242  | -      | 1.22                                |
| TOTAL EXPENDITURES                  | 307,869             | 3,242                     | 500         | 304,127              | 3,242  | -      | 1.22                                |
|                                     | =====               | =====                     | =====       | =====                | =====  | =====  | =====                               |
| REVENUES OVER/(UNDER) EXPENDITURES  | (2,869)             | 15,205                    | (500)       | 17,574               | -      | -      | (512.54)                            |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                                                       |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-----------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 36 -DEBT SERVICE<br>FINANCIAL SUMMARY                                 | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                                       |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                                       |                     |                           |             |                      |        |        |                        |
| PROPERTY TAXES                                                        | 2,153,734           | 38,498                    | -           | (2,115,236)          | 38,498 | -      | 1.79                   |
| OTHER REVENUE                                                         | 500                 | 8                         | -           | (492)                | 8      | -      | 1.69                   |
| TOTAL REVENUES                                                        | 2,154,234           | 38,506                    | -           | (2,115,728)          | 38,506 | -      | 1.79                   |
|                                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| EXPENDITURE SUMMARY                                                   |                     |                           |             |                      |        |        |                        |
| ORGANIZATIONAL EXPENSE                                                |                     |                           |             |                      |        |        |                        |
| DEBT SERVICE                                                          | 1,930,788           | -                         | -           | 1,930,788            | -      | -      | -                      |
| MISCELLANEOUS                                                         | 8,000               | -                         | -           | 8,000                | -      | -      | -                      |
| ORGANIZATIONAL EXPENSE                                                | 1,938,788           | -                         | -           | 1,938,788            | -      | -      | -                      |
|                                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| TOTAL EXPENDITURES                                                    | 1,938,788           | -                         | -           | 1,938,788            | -      | -      | -                      |
|                                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| REVENUES OVER/(UNDER) EXPENDITURES                                    | 215,446             | 38,506                    | -           | (176,940)            | 38,506 | -      | 17.87                  |
|                                                                       |                     |                           |             |                      |        |        |                        |
| TRANSFER IN                                                           | -                   | -                         | -           | -                    | -      | -      | -                      |
| TRANSFER OUT                                                          | -                   | -                         | -           | -                    | -      | -      | -                      |
|                                                                       |                     |                           |             |                      |        |        |                        |
| REVENUES & OTHER SOURCES OVER/<br>(UNDER) EXPENDITURES & OTHER (USES) | 215,446             | 38,506                    | -           | (176,940)            | -      | -      | 17.87                  |
|                                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |

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

|                                                          |                     |                           |             |                      |        |        | <div>Budget<br/>Target<br/>8%</div> |
|----------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------|
| 41-CAPITAL PROJECT - CITY HALL/PARK<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED               |
|                                                          |                     |                           |             |                      |        |        |                                     |
| REVENUE SUMMARY                                          |                     |                           |             |                      |        |        |                                     |
| INTERGOVT REVENUE                                        | -                   | -                         | -           | -                    | -      | -      | -                                   |
| INTERGOVERNMENTAL REVENUE                                | -                   | -                         | -           | -                    | -      | -      | -                                   |
| OTHER REVENUE                                            | -                   | 38                        | -           | 38                   | 37.77  | -      | -                                   |
| OTHER FINANCING SOURCES                                  | -                   | -                         | -           | -                    | -      | -      | -                                   |
| TOTAL REVENUES                                           | -                   | 38                        | -           | 38                   | 38     | -      | -                                   |
|                                                          |                     |                           |             |                      |        |        |                                     |
| EXPENDITURE SUMMARY                                      |                     |                           |             |                      |        |        |                                     |
| CITY MANAGER                                             |                     |                           |             |                      |        |        |                                     |
| CAPITAL OUTLAY                                           | 4,382,113           | 57,271                    | -           | 4,324,842            | 57,271 | -      | 1.31                                |
| CITY MANAGER                                             | 4,382,113           | 57,271                    | -           | 4,324,842            | 57,271 | -      | 1.31                                |
| PARK AND RECREATION                                      |                     |                           |             |                      |        |        |                                     |
| CAPITAL OUTLAY                                           | 19,994              | -                         | -           | 19,994               | -      | -      | -                                   |
| PARK                                                     | 19,994              | -                         | -           | 19,994               | -      | -      | -                                   |
| TOTAL EXPENDITURES                                       | 4,402,107           | 57,271                    | -           | 4,344,836            | -      | -      | 1.30                                |
|                                                          |                     |                           |             |                      |        |        |                                     |
| REVENUES OVER/(UNDER) EXPENDITURES                       | (4,402,107)         | (57,233)                  | -           | 4,344,873            | -      | -      | 1.30                                |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                           |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 42- BOND SERIES 2019<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                           |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                           |                     |                           |             |                      |        |        |                        |
| INTERGOV'T REVENUE                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                      |
| OTHER REVENUE                             | -                   | 172                       | -           | 172                  | 172    | -      | -                      |
| OTHER FINANCING SOURCES                   | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL REVENUES                            | -                   | 172                       | -           | 172                  | 172    | -      | -                      |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| DEBT SERVICE                              |                     |                           |             |                      |        |        |                        |
| PURCHASED PROF/TECH SRVS                  | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                      |
| COST OF ISSUANCE                          |                     | -                         | -           | -                    | -      | -      | -                      |
| DEBT SERVICE                              | -                   | -                         | -           | -                    | -      | -      | -                      |
| MISCELLANEOUS                             | -                   | -                         | -           | -                    | -      | -      | -                      |
| 2018 CONSTRUCTION                         | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                      |
| TOTAL EXPENDITURES                        | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                      |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| REVENUES OVER/(UNDER) EXPENDITURES        | -                   | 172                       | (254,000)   | (253,828)            | -      | -      | -                      |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

|                                 |
|---------------------------------|
| <b>Budget<br/>Target<br/>8%</b> |
|---------------------------------|

| <b>43-BOND SERIES 2019-A<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|----------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                             |                             |                                   |                    |                              |               |               |                               |
| INTERGOV'T REVENUE                                 | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| INTERGOVERNMENTAL REVENUE                          | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| OTHER REVENUE                                      | -                           | 44                                | -                  | 44                           | 44            | -             | -                             |
| OTHER FINANCING SOURCES                            | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>TOTAL REVENUES</b>                              | <b>-</b>                    | <b>44</b>                         | <b>-</b>           | <b>44</b>                    | <b>44</b>     | <b>-</b>      | <b>-</b>                      |
|                                                    | =====                       | =====                             | =====              | =====                        | =====         | =====         | =====                         |
| <b>DEBT SERVICE</b>                                |                             |                                   |                    |                              |               |               |                               |
| PURCHASED PROF/TECH SRVS                           | -                           | -                                 | 126,000            | (126,000)                    | -             | -             | -                             |
| COST OF ISSUANCE                                   | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| Debt Service                                       | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| MISCELLANEOUS                                      | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>2018 CONSTRUCTION</b>                           | <b>-</b>                    | <b>-</b>                          | <b>126,000</b>     | <b>(126,000)</b>             | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                          | <b>-</b>                    | <b>-</b>                          | <b>126,000</b>     | <b>(126,000)</b>             | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
|                                                    | =====                       | =====                             | =====              | =====                        | =====         | =====         | =====                         |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>          | <b>-</b>                    | <b>44</b>                         | <b>(126,000)</b>   | <b>(125,956)</b>             | <b>44</b>     | <b>-</b>      | <b>-</b>                      |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**October 31, 2021**

| 44-CIP-STREET-SERIES 2015<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8% |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
|                                                |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED  |
|                                                |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                |                     |                           |             |                      |        |        |                        |
| INTERGOV'T REVENUE                             | -                   | -                         | -           | -                    | -      | -      | -                      |
| INTERGOVERNMENTAL REVENUE                      | -                   | -                         | -           | -                    | -      | -      | -                      |
| OTHER REVENUE                                  | -                   | 3                         | -           | 3                    | 3      | -      | -                      |
| OTHER FINANCING SOURCES                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL REVENUES                                 | -                   | 3                         | -           | 3                    | 3      | -      | -                      |
|                                                | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| EXPENDITURE SUMMARY                            |                     |                           |             |                      |        |        |                        |
| EXPENDITURES                                   |                     |                           |             |                      |        |        |                        |
| STREETS                                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| DEBT                                           | -                   | -                         | -           | -                    | -      | -      | -                      |
| SANITATION                                     | -                   | -                         | -           | -                    | -      | -      | -                      |
| LIBRARY                                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| LONG TERM DEBT                                 |                     |                           |             |                      |        |        |                        |
| DEBT SERVICE                                   | -                   | -                         | -           | -                    | -      | -      | -                      |
| LONG TERM DEBT                                 | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL EXPENDITURES                             | -                   | -                         | -           | -                    | -      | -      | -                      |
|                                                | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| REVENUES OVER/(UNDER) EXPENDITURES             | -                   | 3                         | -           | 3                    | 3      | -      | -                      |



**City of San Juan, Texas**  
**Budget Expenditures**  
**September 30, 2021**

|                                          |                     |                           |             |                      |        |        | <div>Budget<br/>Target<br/>8%</div> |
|------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------|
| 45-CAPITAL PROJECTS<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>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       | -                   | -                         | -           | -                    | -      | -      | -                                   |

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|                                           |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 46-2018 CONSTRUCTION<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                           |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                           |                     |                           |             |                      |        |        |                        |
| INTERGOV'T REVENUE                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                      |
| OTHER REVENUE                             | -                   | (8)                       | -           | (8)                  | (8.35) | -      | -                      |
| OTHER FINANCING SOURCES                   | -                   | -                         | -           | -                    | -      | -      | -                      |
| TOTAL REVENUES                            | -                   | (8)                       | -           | (8)                  | (8)    | -      | -                      |
|                                           |                     |                           |             |                      |        |        |                        |
| DEBT SERVICE                              |                     |                           |             |                      |        |        |                        |
| PURCHASED PROF/TECH SRVS                  | -                   | -                         | 101,803     | (101,803)            | -      | -      | -                      |
| COST OF ISSUANCE                          | -                   | -                         | -           | -                    | -      | -      | -                      |
| CAPITAL OUTLAY                            | -                   | -                         | -           | -                    | -      | -      | -                      |
| MISCELLANEOUS                             | -                   | -                         | -           | -                    | -      | -      | -                      |
| 2018 CONSTRUCTION                         | -                   | -                         | 101,803     | (101,803)            | -      | -      | -                      |
|                                           |                     |                           |             |                      |        |        |                        |
| TOTAL EXPENDITURES                        | -                   | -                         | 101,803     | (101,803)            | -      | -      | -                      |
|                                           |                     |                           |             |                      |        |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES        | -                   | (8)                       | (101,803)   | (101,811)            | -      | -      | -                      |

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|                                                       |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|-------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 47-CERT. OF OBLIG. - SERIES 2018<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                       |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                       |                     |                           |             |                      |        |        |                        |
| OTHER FINANCING SOURCES                               | -                   | 8                         | -           | 8                    | 8      | -      | -                      |
| TOTAL REVENUES                                        | -                   | 8                         | -           | 8                    | 8      | -      | -                      |
|                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| DEBT SERVICE                                          |                     |                           |             |                      |        |        |                        |
| COST OF ISSUANCE                                      | -                   | -                         | -           | -                    | -      | -      | -                      |
| CAPITAL OUTLAY                                        | -                   | -                         | -           | -                    | -      | -      | -                      |
| CERT. OF OBLIG. - SERIES 2018                         | -                   | -                         | -           | -                    | -      | -      | -                      |
|                                                       |                     |                           |             |                      |        |        |                        |
| TOTAL EXPENDITURES                                    | -                   | -                         | -           | -                    | -      | -      | -                      |
|                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                  |
| REVENUES OVER/(UNDER) EXPENDITURES                    | -                   | 8                         | -           | 8                    |        | -      | -                      |

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|                                                     |
|-----------------------------------------------------|
| Budget<br>Target<br>8%<br><br>% RECEIV.<br>EXPENDED |
|-----------------------------------------------------|

| 48- Certificate of Obligation -2017<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED |
|----------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|
| <b>REVENUE SUMMARY</b>                                   |                     |                           |             |                      |        |        |                       |
| Other Revenue                                            | -                   | 8                         | -           | 8                    | 8      | -      | -                     |
| <b>TOTAL REVENUES</b>                                    | -                   | 8                         | -           | 8                    | 8      | -      | -                     |
| =====                                                    |                     |                           |             |                      |        |        |                       |
| <b>EXPENDITURE SUMMARY</b>                               |                     |                           |             |                      |        |        |                       |
| DEBT SERVICE                                             |                     |                           |             |                      |        |        |                       |
| STREETS                                                  |                     |                           |             |                      |        |        |                       |
| CAPITAL OUTLAY                                           | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>STREETS</b>                                           | -                   | -                         | -           | -                    | -      | -      | -                     |
| NEW CITY HALL                                            |                     |                           |             |                      |        |        |                       |
| PROF/TECH SRVS                                           | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| COST OF ISSUANCE                                         | -                   | -                         | -           | -                    | -      | -      | -                     |
| CAPITAL OUTLAY                                           | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>NEW CITY HALL</b>                                     | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| <b>TOTAL EXPENDITURES</b>                                | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| =====                                                    |                     |                           |             |                      |        |        |                       |
| REVENUES OVER/(UNDER) EXPENDITURES                       | -                   | 8                         | (10,534)    | (10,526)             | 8      | -      | -                     |

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| 49 - 2020 BOND<br>FINANCIAL SUMMARY       | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------------------|
|                                           |                     |                           |             |                      |        |        |                                                 |
| <b>REVENUE SUMMARY</b>                    |                     |                           |             |                      |        |        |                                                 |
| INTERGOV'T REVENUE                        | -                   | -                         | -           | -                    | -      | -      | -                                               |
| OTHER REVENUE                             | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>TOTAL REVENUES</b>                     | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>EXPENDITURE SUMMARY</b>                |                     |                           |             |                      |        |        |                                                 |
| CAPITAL OUTLAY                            | -                   | -                         | 72,982      | (72,982)             | -      | -      | -                                               |
| <b>UTILITY ADMINISTRATION</b>             | -                   | -                         | 72,982      | (72,982)             | -      | -      | -                                               |
| SEWER COLLECTION                          |                     |                           |             |                      |        |        |                                                 |
| CAPITAL OUTLAY                            | -                   | -                         | 37,880      | (37,880)             | -      | -      | -                                               |
| <b>SEWER COLLECTION</b>                   | -                   | -                         | 37,880      | (37,880)             | -      | -      | -                                               |
| <b>TOTAL EXPENDITURES</b>                 | -                   | -                         | 110,862     | (110,862)            | -      | -      | -                                               |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | -                   | -                         | (110,862)   | (110,862)            | -      | -      | -                                               |

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| 51 - TDEM FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|-------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------------------|
|                                     |                     |                           |             |                      |        |        |                                                 |
| <b>REVENUE SUMMARY</b>              |                     |                           |             |                      |        |        |                                                 |
| INTERGOVT REVENUE                   | -                   | -                         | -           | -                    | -      | -      | -                                               |
| OTHER REVENUE                       | -                   | 191                       | -           | 191                  | -      | -      | -                                               |
| <b>TOTAL REVENUES</b>               | -                   | 191                       | -           | 191                  | -      | -      | -                                               |
| =====                               |                     |                           |             |                      |        |        |                                                 |
| PURCHASED PROF/TECH SRVS            |                     | -                         | -           | -                    | -      | -      | -                                               |
| <b>ADMINISTRATION</b>               | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>TOTAL EXPENDITURES</b>           | -                   | -                         | -           | -                    | -      | -      | -                                               |
| =====                               |                     |                           |             |                      |        |        |                                                 |
| REVENUES OVER/(UNDER) EXPENDITURES  | -                   | 191                       | -           | 191                  |        | -      |                                                 |

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| 52- Certificate of Obligation<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8%<br>% RECEIV.<br>EXPENDED |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------------------------------|
|                                                    |                     |                           |             |                      |        |        |                                                 |
| <b>REVENUE SUMMARY</b>                             |                     |                           |             |                      |        |        |                                                 |
| INTERGOVERNMENTAL REV.                             | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>TOTAL REVENUES</b>                              | -                   | -                         | -           | -                    | -      | -      | -                                               |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                           |
| <b>EXPENDITURE SUMMARY</b>                         |                     |                           |             |                      |        |        |                                                 |
| PUMPS                                              |                     |                           |             |                      |        |        |                                                 |
| PURCHASED PROF/TECH SRVS                           | -                   | -                         | -           | -                    | -      | -      | -                                               |
| CAPITAL OUTLAY                                     | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>PUMPS</b>                                       | -                   | -                         | -           | -                    | -      | -      | -                                               |
| <b>TOTAL EXPENDITURES</b>                          | -                   | -                         | -           | -                    | -      | -      | -                                               |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                           |
| REVENUES OVER/(UNDER) EXPENDITURES                 | -                   | -                         | -           | -                    | -      | -      | -                                               |



**City of San Juan, Texas**  
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|                                 |
|---------------------------------|
| <b>Budget<br/>Target<br/>8%</b> |
|---------------------------------|

| <b>53 - CAPITAL PROJECTS FIRESTATION<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Oct-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|----------------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                         |                             |                                   |                    |                              |               |               |                               |
| OTHER REVENUE                                                  | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| OTHER FINANCING SOURCES                                        | -                           | 59.57                             | -                  | 59.57                        | 59.57         | -             | -                             |
| <b>TOTAL REVENUES</b>                                          | <b>-</b>                    | <b>59.57</b>                      | <b>-</b>           | <b>59.57</b>                 | <b>59.57</b>  | <b>-</b>      | <b>-</b>                      |
| <b>EXPENDITURE SUMMARY</b>                                     |                             |                                   |                    |                              |               |               |                               |
| <b>FIRE</b>                                                    |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 2,091,000                   | -                                 | -                  | 2,091,000                    | -             | -             | -                             |
| <b>FIRE</b>                                                    | <b>2,091,000</b>            | <b>-</b>                          | <b>-</b>           | <b>2,091,000</b>             | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>STREETS &amp; ALLEYS</b>                                    |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 1,829,500                   | -                                 | 1,702,590          | 126,910                      | -             | -             | 93.06                         |
| <b>STREETS &amp; ALLEYS</b>                                    | <b>1,829,500</b>            | <b>-</b>                          | <b>1,702,590</b>   | <b>126,910</b>               | <b>-</b>      | <b>-</b>      | <b>93.06</b>                  |
| <b>PARKS &amp; RECREATION</b>                                  |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 1,245,173                   | -                                 | -                  | 1,245,173                    | -             | -             | -                             |
| <b>PARKS &amp; RECREATION</b>                                  | <b>1,245,173</b>            | <b>-</b>                          | <b>-</b>           | <b>1,245,173</b>             | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>SANITATION</b>                                              |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 1,919,867                   | -                                 | 2,685,460          | (765,593)                    | -             | -             | 139.88                        |
| <b>SANITATION</b>                                              | <b>1,919,867</b>            | <b>-</b>                          | <b>2,685,460</b>   | <b>(765,593)</b>             | <b>-</b>      | <b>-</b>      | <b>139.88</b>                 |
| ADMINISTRATION                                                 | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| PROF/TECH SRVS                                                 | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| COST OF ISSUANCE                                               | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>ADMINISTRAION</b>                                           | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                                      | <b>7,085,540</b>            | <b>-</b>                          | <b>4,388,051</b>   | <b>2,697,490</b>             | <b>-</b>      | <b>-</b>      | <b>61.93</b>                  |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                      | <b>(7,085,540)</b>          | <b>60</b>                         | <b>(4,388,051)</b> | <b>2,697,549</b>             | <b>60</b>     | <b>-</b>      | <b>61.93</b>                  |

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| 54-2014 BOND<br>FINANCIAL SUMMARY         | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | Budget<br>Target<br>8%<br><br>% RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------------------------------------|
|                                           |                     |                           |             |                      |        |        |                                                     |
| <b>REVENUE SUMMARY</b>                    |                     |                           |             |                      |        |        |                                                     |
| OTHER REVENUE                             | -                   | 2                         | -           | 2                    | 2      | -      | -                                                   |
| <b>TOTAL REVENUES</b>                     | -                   | 2                         | -           | 2                    | 2      | -      | -                                                   |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                               |
| <b>EXPENDITURE SUMMARY</b>                |                     |                           |             |                      |        |        |                                                     |
| WATER DISTRIBUTION                        |                     |                           |             |                      |        |        |                                                     |
| CAPITAL OUTLAY                            | -                   | -                         | -           | -                    | -      | -      | -                                                   |
| <b>WATER DISTRIBUTION</b>                 | -                   | -                         | -           | -                    | -      | -      | -                                                   |
| ORGANIZATIONAL                            |                     |                           |             |                      |        |        |                                                     |
| DEBT SERVICE                              | -                   | -                         | -           | -                    | -      | -      | -                                                   |
| <b>ORGANIZATIONAL</b>                     | -                   | -                         | -           | -                    | -      | -      | -                                                   |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                               |
| <b>TOTAL EXPENDITURES</b>                 | -                   | -                         | -           | -                    | -      | -      | -                                                   |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                               |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | -                   | 2                         | -           | 2                    | -      | -      | -                                                   |

City of San Juan, Texas  
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|                                            |                     |                           |             |                      |         |        | Budget<br>Target<br>8% |
|--------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------|--------|------------------------|
| 24 -SAN JUAN E. D. C.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                            |                     |                           |             |                      |         |        |                        |
| REVENUE SUMMARY                            |                     |                           |             |                      |         |        |                        |
| SALES TAX REVENUE                          | 1,301,000           | 1,189                     |             | (1,299,811)          | 1,189   | -      | 0.09                   |
| OTHER REVENUE                              | 1,400               | 11                        | -           | (1,389)              | 11      | -      | 0.77                   |
| OTHR FINANCING SOURCES/U                   | (104,593)           | (8,852)                   | -           | 95,741               | (8,852) | -      | 8.46                   |
|                                            |                     |                           |             |                      |         |        |                        |
| TOTAL REVENUES                             | 1,197,807           | (7,652)                   | -           | (1,205,459)          | (7,652) | -      | (0.64)                 |
|                                            |                     |                           |             |                      |         |        |                        |
| EXPENDITURE SUMMARY                        |                     |                           |             |                      |         |        |                        |
| SAN JUAN ECONOMIC DEV                      |                     |                           |             |                      |         |        |                        |
| SALARIES & WAGES/BENEFIT                   | 208,957             | 17,834                    | -           | 191,123              | 17,834  | -      | 8.53                   |
| PURCHASED PROF/TECH SRVS                   | 289,100             | 8,046                     | -           | 281,054              | 8,046   | -      | 2.78                   |
| PUR PROP SRVS & OTH SRVS                   | 91,800              | 7,973                     | -           | 83,827               | 7,973   | -      | 8.69                   |
| SUPPLIES                                   | 25,800              | 2,627                     | -           | 23,173               | 2,627   | -      | 10.18                  |
| CAPITAL OUTLAY                             | 10,000              | 52                        | -           | 9,948                | 52      | -      | 0.52                   |
| DEBT SERVICE                               | 212,475             | -                         | -           | 212,475              | -       | -      | -                      |
| MISCELLANEOUS                              | 359,675             | 53,199                    | -           | 306,476              | 53,199  | -      | 14.79                  |
|                                            |                     |                           |             |                      |         |        |                        |
| SAN JUAN ECONOMIC DEV                      | 1,197,807           | 89,731                    | -           | 1,108,076            | 89,731  | -      | 7.49                   |
|                                            |                     |                           |             |                      |         |        |                        |
| OTHER PROJECTS                             |                     |                           |             |                      |         |        |                        |
| MISCELLANEOUS                              | -                   | -                         | -           | -                    | -       | -      | -                      |
| RETAIL INCENTIVES                          | -                   | -                         | -           | -                    | -       | -      | -                      |
|                                            |                     |                           |             |                      |         |        |                        |
| OTHER PROJECTS                             | -                   | -                         | -           | -                    | -       | -      | -                      |
|                                            |                     |                           |             |                      |         |        |                        |
| TOTAL EXPENDITURES                         | 1,197,807           | 89,731                    | -           | 1,108,076            | 89,731  | -      | 7.49                   |
|                                            |                     |                           |             |                      |         |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES         | -                   | (97,384)                  | -           | (97,384)             | -       | -      | -                      |

**City of San Juan, Texas  
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|                                                        |                     |                           |             |                      |        |        | Budget<br>Target<br>8% |
|--------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|------------------------|
| 29 -SAN JUAN ECONIMIC DEPNT. CORP<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Oct-21 | % RECEIV.<br>EXPENDED  |
|                                                        |                     |                           |             |                      |        |        |                        |
| REVENUE SUMMARY                                        |                     |                           |             |                      |        |        |                        |
| OTHER REVENUE                                          |                     | (7)                       | -           | (7)                  | -      | -      | -                      |
| OTHR FINANCING SOURCES/U                               | 104,827             | 8,852                     | -           | (95,975)             | -      | -      | 8.44                   |
|                                                        |                     |                           |             |                      |        |        |                        |
| TOTAL REVENUES                                         | 104,827             | 8,845                     | -           | (95,982)             | -      | -      | 8.44                   |
| =====                                                  |                     |                           |             |                      |        |        |                        |
| ORGANIZATIONAL EXPENSES                                |                     |                           |             |                      |        |        |                        |
| DEBT SERVICE                                           | 104,827             | -                         | -           | 104,827              | -      | -      | -                      |
|                                                        |                     |                           |             |                      |        |        |                        |
| ORGANIZATIONAL EXPENSES                                | 104,827             | -                         | -           | 104,827              | -      | -      | -                      |
|                                                        |                     |                           |             |                      |        |        |                        |
| TOTAL EXPENDITURES                                     | 104,827             | -                         | -           | 104,827              | -      | -      | -                      |
| =====                                                  |                     |                           |             |                      |        |        |                        |
| REVENUES OVER/(UNDER) EXPENDITURES                     | -                   | 8,845                     | -           | 8,845                | 8,845  | -      | -                      |

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COMMISSION REGULAR MEETING**  
**JANUARY 11, 2022**

Consider Approval of the Budget Expenditure Report- November 2021

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**STAFF COMMENTS AND RECOMMENDATIONS:**

Consider Approval of the Budget Expenditure Report-November 2021

**RECOMMENDATION:**

Approve as recommended

**PREPARED BY:**

Leroy Gonzales,  
Director of Finance

**APPROVED BY:**

Benjamin Arjona, City  
Manager



**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: December 27, 2021  
Subject: Budget Expenditure Report – November 30, 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 |

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

|                                   |    |    |
|-----------------------------------|----|----|
| 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 |
| i. TDEM Fund                      | 51 | 35 |
| i. Certificate of Obligation 2007 | 52 | 36 |
| j. Capital Projects Fire Station  | 53 | 37 |
| k. 2014 Bond                      | 54 | 38 |

Component Unit:

|                                       |    |    |
|---------------------------------------|----|----|
| • San Juan E.D.C.                     | 24 | 39 |
| • San Juan Economic Development Corp. | 29 | 40 |

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**  
**November 30, 2021**

Budget  
Target  
17%

| 10 -GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE   | BALANCE<br>REMAINING | Oct-21         | Nov-21           | % RECEIV.<br>EXPENDED |
|----------------------------------|---------------------|---------------------------|---------------|----------------------|----------------|------------------|-----------------------|
| <b>REVENUE SUMMARY</b>           |                     |                           |               |                      |                |                  |                       |
| PROPERTY TAXES                   | 7,231,770           | 769,071                   | -             | (6,462,699)          | 125,841        | 643,230          | 10.63                 |
| SALES TAX REVENUE                | 3,547,922           | 403,263                   | -             | (3,144,659)          | 4,295          | 398,967          | 11.37                 |
| FRANCHISE TAX                    | 1,000,000           | 61,826                    | -             | (938,174)            | 13,646         | 48,179           | 6.18                  |
| LICENSES & PERMITS               | 626,175             | 104,117                   | -             | (522,058)            | 57,415         | 46,702           | 16.63                 |
| FEES & FINES                     | 240,577             | 22,991                    | -             | (217,586)            | 11,201         | 11,790           | 9.56                  |
| INTERGOVERNMENTAL REVENUE        | 786,897             | 131,763                   | -             | (655,134)            | 77,159         | 54,604           | 16.74                 |
| OTHER REVENUE                    | 399,424             | 109,549                   | -             | (289,875)            | 35,963         | 73,586           | 27.43                 |
| Transfer In                      | 3,000,000           | -                         | -             | (3,000,000)          | -              | -                | -                     |
| <b>TOTAL REVENUES</b>            | <b>16,832,765</b>   | <b>1,602,581</b>          | <b>-</b>      | <b>(15,230,184)</b>  | <b>325,521</b> | <b>1,277,059</b> | <b>9.52</b>           |
| <b>EXPENDITURE SUMMARY</b>       |                     |                           |               |                      |                |                  |                       |
| <b>LEGISLATIVE</b>               |                     |                           |               |                      |                |                  |                       |
| PURCHASED PROF/TECH SRVS         | -                   | -                         | -             | -                    | -              | -                | -                     |
| PUR PROP SRVS & OTH SRVS         | 27,800              | 6,026                     | 507           | 21,267               | 2,027          | 3,999            | 23.50                 |
| SUPPLIES                         | 7,500               | 990                       | 405           | 6,105                | 354            | 636              | 18.60                 |
| MISCELLANEOUS                    | 120,800             | 85,521                    | 4,281         | 30,998               | 38,169         | 47,352           | 74.34                 |
| <b>LEGISLATIVE</b>               | <b>156,100</b>      | <b>92,536</b>             | <b>5,193</b>  | <b>58,371</b>        | <b>40,550</b>  | <b>51,987</b>    | <b>62.61</b>          |
| <b>CITY MANAGER</b>              |                     |                           |               |                      |                |                  |                       |
| SALARIES & WAGES/BENEFIT         | 188,137             | 22,095                    | -             | 166,042              | 8,193          | 13,901           | 11.74                 |
| PURCHASED PROF/TECH SRVS         | 169,000             | 24,000                    | 90,000        | 55,000               | 17,000         | 7,000            | 67.46                 |
| PUR PROP SRVS & OTH SRVS         | 7,825               | 2,223                     | 35            | 5,567                | 944            | 1,279            | 28.85                 |
| SUPPLIES                         | 600                 | -                         | -             | 600                  | -              | -                | -                     |
| CAPITAL OUTLAY                   | 55,000              | -                         | -             | 55,000               | -              | -                | -                     |
| MISCELLANEOUS                    | 950                 | -                         | -             | 950                  | -              | -                | -                     |
| <b>CITY MANAGER</b>              | <b>421,512</b>      | <b>48,317</b>             | <b>90,035</b> | <b>283,160</b>       | <b>26,137</b>  | <b>22,180</b>    | <b>32.82</b>          |
| <b>CITY SECRETARY</b>            |                     |                           |               |                      |                |                  |                       |
| SALARIES & WAGES/BENEFIT         | 153,679             | 14,435                    | -             | 139,244              | 7,380          | 7,055            | 9.39                  |
| PURCHASED PROF/TECH SRVS         | 15,000              | 1,482                     | -             | 13,518               | 750            | 732              | 9.88                  |
| PUR PROP SRVS & OTH SRVS         | 7,650               | 294                       | -             | 7,356                | 3              | 291              | 3.85                  |
| SUPPLIES                         | 3,250               | -                         | -             | 3,250                | -              | -                | -                     |
| MISCELLANEOUS                    | 45,600              | 28,782                    | -             | 16,818               | 28,685         | 97               | 63.12                 |
| <b>CITY SECRETARY</b>            | <b>225,179</b>      | <b>44,993</b>             | <b>-</b>      | <b>180,186</b>       | <b>36,819</b>  | <b>8,174</b>     | <b>19.98</b>          |
| <b>MUNICIPAL COURT</b>           |                     |                           |               |                      |                |                  |                       |
| SALARIES & WAGES/BENEFIT         | 208,685             | 25,015                    | -             | 183,670              | 8,653          | 16,362           | 11.99                 |
| PURCHASED PROF/TECH SRVS         | 66,184              | 9,830                     | 63,400        | (7,046)              | 9,709          | 121              | 110.65                |
| PUR PROP SRVS & OTH SRVS         | 9,705               | 299                       | -             | 9,406                | 139            | 161              | 3.08                  |
| SUPPLIES                         | 6,439               | 1,051                     | (235)         | 5,623                | 455            | 596              | 12.67                 |
| MISCELLANEOUS                    | 190                 | -                         | -             | 190                  | -              | -                | -                     |
| <b>MUNICIPAL COURT</b>           | <b>291,203</b>      | <b>36,195</b>             | <b>63,165</b> | <b>191,843</b>       | <b>18,956</b>  | <b>17,239</b>    | <b>34.12</b>          |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**November 30, 2021**

| 10 -GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Nov-21  | Budget<br>Target<br>17% |
|----------------------------------|---------------------|---------------------------|-------------|----------------------|---------|---------|-------------------------|
|                                  |                     |                           |             |                      |         |         | % RECEIV.<br>EXPENDED   |
| FINANCE                          |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT         | 391,060             | 48,285                    | -           | 342,775              | 15,941  | 32,343  | 12.35                   |
| PURCHASED PROF/TECH SRVS         | 3,500               | -                         | -           | 3,500                | -       | -       | -                       |
| PUR PROP SRVS & OTH SRVS         | 13,509              | 871                       | 712         | 11,927               | 349     | 522     | 11.71                   |
| SUPPLIES                         | 4,020               | 1,239                     | 431         | 2,351                | 588     | 651     | 41.53                   |
| MISCELLANEOUS                    | 17,895              | 3,603                     | 1,206       | 13,086               | 1,811   | 1,793   | 26.88                   |
| FINANCE                          | 429,984             | 53,997                    | 2,349       | 373,638              | 18,689  | 35,308  | 13.10                   |
| PLANNING                         |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT         | 545,599             | 61,565                    |             | 484,034              | 27,750  | 33,816  | 11.28                   |
| PURCHASED PROF/TECH SRVS         | 24,000              | 980                       | 305         | 22,715               | 980     | -       | 5.35                    |
| PUR PROP SRVS & OTH SRVS         | 18,200              | 1,012                     | 3,169       | 14,019               | 757     | 255     | 22.97                   |
| SUPPLIES                         | 28,005              | 2,962                     | 4,000       | 21,043               | 1,046   | 1,916   | 24.86                   |
| CAPITAL OUTLAY                   | 11,000              | -                         |             | 11,000               | (173)   | 173     | -                       |
| MISCELLANEOUS                    | 19,575              | 245                       | -           | 19,330               | -       | 245     | 1.25                    |
| PLANNING                         | 646,379             | 66,764                    | 7,473       | 572,141              | 30,360  | 36,405  | 11.49                   |
| POLICE                           |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT         | 3,978,213           | 405,317                   |             | 3,572,896            | 159,966 | 245,351 | 10.19                   |
| PURCHASED PROF/TECH SRVS         | 45,020              | 131                       | 140         | 44,749               | 67      | 64      | 0.60                    |
| PUR PROP SRVS & OTH SRVS         | 134,258             | 7,860                     | 5,405       | 120,993              | 2,916   | 4,945   | 9.88                    |
| SUPPLIES                         | 359,569             | 16,513                    | 45,083      | 297,973              | 7,235   | 9,278   | 17.13                   |
| CAPITAL OUTLAY                   | 29,700              | 796                       | -           | 28,904               | -       | 796     | 2.68                    |
| MISCELLANEOUS                    | 44,065              | 16,904                    | 9,510       | 17,652               | 16,504  | 400     | 59.94                   |
| POLICE                           | 4,590,825           | 447,522                   | 60,138      | 4,083,166            | 186,688 | 260,834 | 11.06                   |
| FIRE                             |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT         | 1,913,215           | 186,302                   |             | 1,726,913            | 71,116  | 115,187 | 9.74                    |
| PURCHASED PROF/TECH SRVS         | 28,800              | 462                       | 1,350       | 26,988               | 210     | 252     | 6.29                    |
| PUR PROP SRVS & OTH SRVS         | 86,372              | 11,381                    | 12,563      | 62,428               | 6,399   | 4,982   | 27.72                   |
| SUPPLIES                         | 120,400             | 7,289                     | 12,331      | 100,780              | 2,384   | 4,904   | 16.30                   |
| CAPITAL OUTLAY                   | 135,000             | -                         | 51,120      | 83,880               | -       | -       | 37.87                   |
| DEBT SERVICE                     | 124,579             | 54,900                    |             | 69,679               | 54,900  | -       | 44.07                   |
| MISCELLANEOUS                    | 12,475              | 1,725                     | -           | 10,750               | 1,725   | -       | 13.83                   |
| FIRE                             | 2,420,841           | 262,059                   | 77,364      | 2,081,418            | 136,734 | 125,325 | 14.02                   |
| STREETS, ALLEY, OTHER            |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT         | 350,291             | 35,168                    |             | 315,123              | 13,000  | 22,168  | 10.04                   |
| PUR PROP SRVS & OTH SRVS         | 301,350             | 53,751                    | 477         | 247,122              | 25,941  | 27,810  | 18.00                   |
| SUPPLIES                         | 123,136             | 17,940                    | 3,517       | 101,678              | 10,749  | 7,191   | 17.43                   |
| MISCELLANEOUS                    | 7,550               | -                         |             | 7,550                | -       | -       | -                       |
| STREETS, ALLEY, OTHER            | 782,327             | 106,859                   | 3,995       | 671,473              | 49,690  | 57,169  | 14.17                   |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**November 30, 2021**

| 10-GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21  | Budget<br>Target<br>17% |
|---------------------------------|---------------------|---------------------------|-------------|----------------------|--------|---------|-------------------------|
|                                 |                     |                           |             |                      |        |         | % RECEIV.<br>EXPENDED   |
| CENTRAL GARAGE                  |                     |                           |             |                      |        |         |                         |
| SALARIES & WAGES/BENEFIT        | 201,982             | 24,158                    |             | 177,824              | 8,752  | 15,405  | 11.96                   |
| PUR PROP SRVS & OTH SRVS        | 5,000               | 472                       |             | 4,528                | 333    | 139     | 9.43                    |
| SUPPLIES                        | 20,077              | 1,480                     | 5,157       | 13,440               | 858    | 623     | 33.06                   |
| CAPITAL OUTLAY                  | 12,000              | -                         | 2,000       | 10,000               | -      | -       | 16.67                   |
|                                 |                     |                           |             |                      |        |         |                         |
| CENTRAL GARAGE                  | 239,059             | 26,110                    | 7,157       | 205,792              | 9,943  | 16,167  | 13.92                   |
| PARKS                           |                     |                           |             |                      |        |         |                         |
| SALARIES & WAGES/BENEFIT        | 938,284             | 108,431                   |             | 829,853              | 37,456 | 70,974  | 11.56                   |
| PURCHASED PROF/TECH SRVS        | 1,750               | 462                       |             | 1,288                | 282    | 180     | 26.38                   |
| PUR PROP SRVS & OTH SRVS        | 112,050             | 26,420                    | 6,245       | 79,384               | 16,789 | 9,631   | 29.15                   |
| SUPPLIES                        | 41,330              | 9,371                     | 6,939       | 25,019               | 4,501  | 4,870   | 39.46                   |
| CAPITAL OUTLAY                  | 8,200               | -                         |             | 8,200                | -      | -       | -                       |
| DEBT SERVICE                    | 58,394              | -                         |             | 58,394               | -      | -       | -                       |
| MISCELLANEOUS                   | 366,045             | 59,719                    | 15,095      | 291,230              | 35,037 | 24,682  | 20.44                   |
|                                 |                     |                           |             |                      |        |         |                         |
| PARKS                           | 1,526,053           | 204,403                   | 28,280      | 1,293,370            | 94,065 | 110,338 | 15.25                   |
| BUILDING MAINTENANCE            |                     |                           |             |                      |        |         |                         |
| SALARIES & WAGES/BENEFIT        | 291,791             | 36,462                    | -           | 255,329              | 12,004 | 24,459  | 12.50                   |
| PURCHASED PROF/TECH SRVS        | 2,500               | -                         | -           | 2,500                | -      | -       | -                       |
| PUR PROP SRVS & OTH SRVS        | 83,200              | 2,547                     | 5,300       | 75,353               | 2,813  | (266)   | 9.43                    |
| SUPPLIES                        | 38,474              | 10,205                    | 9,768       | 18,501               | 6,356  | 3,849   | 51.91                   |
|                                 |                     |                           |             |                      |        |         |                         |
| BUILDING MAINTENANCE            | 415,965             | 49,214                    | 15,068      | 351,683              | 21,173 | 28,042  | 15.45                   |
| LIBRARY                         |                     |                           |             |                      |        |         |                         |
| SALARIES & WAGES/BENEFIT        | 297,031             | 31,516                    | -           | 265,515              | 11,262 | 20,254  | 10.61                   |
| PURCHASED PROF/TECH SRVS        | 2,600               | 101                       | -           | 2,499                | 53     | 49      | 3.89                    |
| PUR PROP SRVS & OTH SRVS        | 24,300              | 4,289                     | -           | 20,011               | 2,215  | 2,074   | 17.65                   |
| SUPPLIES                        | 2,850               | 837                       | -           | 2,013                | 66     | 772     | 29.39                   |
| MISCELLANEOUS                   | 9,300               | 2,578                     | -           | 6,722                | 1,531  | 1,047   | 27.72                   |
|                                 |                     |                           |             |                      |        |         |                         |
| LIBRARY                         | 336,081             | 39,321                    | -           | 296,760              | 15,127 | 24,194  | 11.70                   |

City of San Juan, Texas  
Budget Expenditures Report  
November 30, 2021

Budget-  
Target  
17%

| 10-GENERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE   | BALANCE<br>REMAINING | Oct-21        | Nov-21        | % RECEIV.<br>EXPENDED |
|---------------------------------|---------------------|---------------------------|---------------|----------------------|---------------|---------------|-----------------------|
| <b>ADMINISTRATION</b>           |                     |                           |               |                      |               |               |                       |
| PURCHASED PROF/TECH SRVS        | 398,724             | 54,474                    | -             | 344,250              | 45,890        | 8,585         | 13.66                 |
| PUR PROP SRVS & OTH SRVS        | 322,497             | 37,717                    | 75            | 284,705              | 18,939        | 18,778        | 11.72                 |
| SUPPLIES                        | 1,250               | 265                       | -             | 985                  | 232           | 33            | 21.23                 |
| CAPITAL OUTLAY                  | 2,007,000           | -                         | -             | 2,007,000            | -             | -             | -                     |
| DEBT SERVICE                    | 132,300             | -                         | -             | 132,300              | -             | -             | -                     |
| MISCELLANEOUS                   | 52,000              | -                         | -             | 52,000               | -             | -             | -                     |
| <b>ADMINISTRATION</b>           | <b>2,913,771</b>    | <b>92,457</b>             | <b>75</b>     | <b>2,821,239</b>     | <b>65,061</b> | <b>27,396</b> | <b>3.18</b>           |
| <b>HUMAN RESOURCES</b>          |                     |                           |               |                      |               |               |                       |
| SALARIES & WAGES/BENEFIT        | 204,675             | 24,422                    | -             | 180,253              | 8,664         | 13,758        | 11.93                 |
| PURCHASED PROF/TECH SRVS        | 10,000              | 380                       | 4,620         | 5,000                | -             | 380           | 50.00                 |
| PUR PROP SRVS & OTH SRVS        | 10,500              | 54                        | 466           | 9,980                | 41            | 13            | 4.96                  |
| SUPPLIES                        | 2,740               | -                         | 1,013         | 1,727                | -             | -             | 36.98                 |
| MISCELLANEOUS                   | 785                 | -                         | 100           | 685                  | -             | -             | 12.74                 |
| <b>HUMAN RESOURCES</b>          | <b>228,700</b>      | <b>24,856</b>             | <b>6,199</b>  | <b>197,644</b>       | <b>8,705</b>  | <b>16,151</b> | <b>13.58</b>          |
| <b>INFORMATION TECHNOLOGY</b>   |                     |                           |               |                      |               |               |                       |
| SALARIES & WAGES/BENEFIT        | 434,950             | 48,171                    | -             | 386,779              | 16,762        | 31,409        | 11.07                 |
| PURCHASED PROF/TECH SRVS        | 147,290             | 36,231                    | 1,435         | 109,625              | 1,998         | 34,233        | 25.57                 |
| PUR PROP SRVS & OTH SRVS        | 167,120             | 17,252                    | -             | 149,868              | 254           | 16,997        | 10.32                 |
| SUPPLIES                        | 85,755              | 32,848                    | 526           | 52,381               | 29,678        | 3,171         | 38.92                 |
| CAPITAL OUTLAY                  | 76,000              | -                         | 42,287        | 33,713               | -             | -             | 55.64                 |
| MISCELLANEOUS                   | 49,640              | 10,557                    | -             | 39,083               | -             | 10,557        | 21.27                 |
| <b>INFORMATION TECHNOLOGY</b>   | <b>960,755</b>      | <b>145,058</b>            | <b>44,247</b> | <b>771,450</b>       | <b>48,691</b> | <b>96,367</b> | <b>19.70</b>          |

City of San Juan, Texas  
Budget Expenditures Report  
November 30, 2021

| 10 - GENERAL<br>FINANCIAL SUMMARY  | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21    | Nov-21  | % RECEIV.<br>EXPENDED | Budget<br>Target<br>17% |
|------------------------------------|---------------------|---------------------------|-------------|----------------------|-----------|---------|-----------------------|-------------------------|
|                                    |                     |                           |             |                      |           |         |                       |                         |
| EMERGENCY MANAGEMENT               |                     |                           |             |                      |           |         |                       |                         |
| PURCHASED PROF/TECH SRVS           | 21,500              | 2,500                     | -           | 19,000               | -         | 2,500   | 11.63                 |                         |
| PUR PROP SRVS & OTH SRVS           | 2,800               | -                         | -           | 2,800                | -         | -       | -                     |                         |
| SUPPLIES                           | 15,000              | 1,732                     | -           | 13,268               | -         | 1,732   | 11.55                 |                         |
| CAPITAL OUTLAY                     | 55,000              | -                         | 34,649      | 20,351               | -         | -       | 63.00                 |                         |
| EMERGENCY MANAGEMENT               | 94,300              | 4,232                     | 34,649      | 55,419               | -         | 4,232   | 41.23                 |                         |
| ANIMAL CONTROL                     |                     |                           |             |                      |           |         |                       |                         |
| SALARIES & WAGES/BENEFIT           | 82,308              | 5,309                     | -           | 76,999               | 1,875     | 3,433   | 6.45                  |                         |
| PURCHASED PROF/TECH SRVS           | 3,400               | -                         | -           | 3,400                | -         | -       | -                     |                         |
| SUPPLIES                           | 19,750              | 820                       | 219         | 18,711               | 407       | 413     | 5.26                  |                         |
| CAPITAL OUTLAY                     | 14,000              | -                         | -           | 14,000               | -         | -       | -                     |                         |
| MISCELLANEOUS                      | 100,100             | 12,570                    | 87,430      | 100                  | -         | 12,570  | 99.90                 |                         |
| ANIMAL CONTROL                     | 219,558             | 18,699                    | 87,649      | 113,210              | 2,283     | 16,416  | 48.44                 |                         |
| TRANSFER IN                        | -                   | -                         | -           | -                    | -         | -       | -                     |                         |
| TRANSFER OUT                       | -                   | -                         | -           | -                    | -         | -       | -                     |                         |
| TOTAL EXPENDITURES                 | 16,898,592          | 1,763,594                 | 533,036     | 14,601,962           | 809,670   | 953,924 | 13.59                 |                         |
| REVENUES OVER/(UNDER) EXPENDITURES | (65,827)            | (161,014)                 | (533,036)   | (628,223)            | (484,148) | 323,135 | 1,054.35              |                         |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**November 30, 2021**

Budget  
Target  
17%

| 22 -SOLID WASTE<br>FINANCIAL SUMMARY      | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE      | BALANCE<br>REMAINING | Oct-21         | Nov-21         | % RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|------------------|----------------------|----------------|----------------|-----------------------|
| <b>REVENUE SUMMARY</b>                    |                     |                           |                  |                      |                |                |                       |
| REFUSE COLLECTION SYSTEM                  | 3,480,700           | 479,315                   | -                | (3,001,385)          | 208,129        | 271,186        | 13.77                 |
| OTHER REVENUE                             | 27,550              | 7,940                     | -                | (19,610)             | 122            | 7,818          | 28.82                 |
| OTHER FINANCING SOURCES                   | -                   | -                         | -                | -                    | -              | -              | -                     |
| <b>TOTAL REVENUES</b>                     | <b>3,508,250</b>    | <b>487,254</b>            | <b>-</b>         | <b>(3,020,996)</b>   | <b>208,251</b> | <b>279,003</b> | <b>13.89</b>          |
| <b>EXPENDITURE SUMMARY</b>                |                     |                           |                  |                      |                |                |                       |
| <b>SANITATION</b>                         |                     |                           |                  |                      |                |                |                       |
| SALARIES & WAGES/BENEFIT                  | 1,147,228           | 67,300                    | -                | 1,079,928            | (11,638)       | 78,938         | 5.87                  |
| PUR PROF/TECH SRVS                        | 7,200               | -                         | -                | 7,200                | -              | -              | -                     |
| PUR PROP SRVS & OTH SRVS                  | 352,711             | 37,578                    | 20,176           | 294,956              | 19,201         | 18,377         | 16.37                 |
| SUPPLIES                                  | 558,856             | 62,121                    | 173,035          | 323,701              | 29,686         | 32,434         | 42.08                 |
| MISCELLANEOUS                             | 581,900             | 515                       | 113,691          | 467,694              | -              | 515            | 19.63                 |
| <b>SANITATION</b>                         | <b>2,647,895</b>    | <b>167,514</b>            | <b>306,902</b>   | <b>2,173,480</b>     | <b>37,249</b>  | <b>130,264</b> | <b>17.92</b>          |
| <b>RECYCLING</b>                          |                     |                           |                  |                      |                |                |                       |
| SALARIES & WAGES/BENEFIT                  | 153,898             | 14,419                    | -                | 139,479              | 2,459          | 11,960         | 9.37                  |
| PUR PROP SRVS & OTH SRVS                  | 5,000               | -                         | -                | 5,000                | -              | -              | -                     |
| SUPPLIES                                  | 41,314              | 85                        | 666              | 40,563               | 68             | 17             | 1.82                  |
| MISCELLANEOUS                             | 6,500               | 248                       | 280              | 5,972                | -              | 248            | 8.13                  |
| <b>RECYCLING</b>                          | <b>206,712</b>      | <b>14,753</b>             | <b>946</b>       | <b>191,014</b>       | <b>2,527</b>   | <b>12,226</b>  | <b>7.59</b>           |
| <b>ORGANIZATIONAL</b>                     |                     |                           |                  |                      |                |                |                       |
| PURCHASED PROF/TECH SRVS                  | 85,000              | 5,948                     | -                | 79,052               | -              | 5,948          | 7.00                  |
| PUR PROP SRVS & OTH SRVS                  | 52,054              | 8,520                     | -                | 43,534               | 4,260          | 4,260          | 16.37                 |
| DEBT SERVICE                              | 318,817             | -                         | -                | 318,817              | -              | -              | -                     |
| MISCELLANEOUS                             | 213,930             | 37,215                    | 600              | 176,115              | 19,596         | 17,619         | 17.68                 |
| <b>ORGANIZATIONAL</b>                     | <b>669,801</b>      | <b>51,683</b>             | <b>600</b>       | <b>617,518</b>       | <b>23,856</b>  | <b>27,827</b>  | <b>7.81</b>           |
| Transfer Out                              | -                   | -                         | -                | -                    | -              | -              | -                     |
| <b>TOTAL EXPENDITURES</b>                 | <b>3,524,408</b>    | <b>233,949</b>            | <b>308,447</b>   | <b>2,790,998</b>     | <b>63,632</b>  | <b>158,092</b> | <b>15.39</b>          |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | <b>(16,158)</b>     | <b>253,305</b>            | <b>(308,447)</b> | <b>(229,998)</b>     | <b>144,619</b> | <b>120,912</b> | <b>341.27</b>         |

**City of San Juan, Texas**  
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**November 30, 2021**

|                                  |                     |                           |             |                      |           |           | Budget<br>Target<br>17% |
|----------------------------------|---------------------|---------------------------|-------------|----------------------|-----------|-----------|-------------------------|
| 56 -UTILITY<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21    | Nov-21    | % RECEIV.<br>EXPENDED   |
|                                  |                     |                           |             |                      |           |           |                         |
| REVENUE SUMMARY                  |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| WATER SYSTEMS                    | 2,843,680           | 450,623                   | -           | (2,393,057)          | 235,109   | 215,514   | 15.85                   |
| SEWER SYSTEMS                    | 2,915,200           | 416,698                   | -           | (2,498,502)          | 174,841   | 241,857   | 14.29                   |
| OTHER REVENUES                   | -                   | (8)                       | -           | (8)                  | 50        | (58)      | -                       |
| OTHER REVENUES                   | 55,600              | 18,762                    | -           | (36,838)             | 17,204    | 1,559     | 33.74                   |
| OTHER                            | (162,264)           | (572,629)                 | -           | (410,365)            | (286,314) | (286,314) | 352.90                  |
| TOTAL REVENUES                   | 5,652,216           | 313,446                   | -           | (5,338,770)          | 140,889   | 172,557   | 5.55                    |
|                                  |                     |                           |             |                      |           |           |                         |
| EXPENDITURE SUMMARY              |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| UTILITY BILLING & COLLEC         |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| SALARIES & WAGES/BENEFIT         | 291,087             | 8,659                     | -           | 282,428              | (12,668)  | 21,327    | 2.97                    |
| PURCHASED PROF/TECH SRVS         | 23,308              | 488                       | 2,440       | 20,380               | 244       | 244       | 12.56                   |
| PUR PROP SRVS & OTH SRVS         | 96,715              | 10,309                    | -           | 86,406               | 4,634     | 5,675     | 10.66                   |
| SUPPLIES                         | 17,682              | 2,451                     | 9,293       | 5,938                | 1,414     | 1,037     | 66.42                   |
| CAPITAL OUTLAY                   | 10,000              | -                         | -           | 10,000               | -         | -         | -                       |
| MISCELLANEOUS                    | 47,527              | 9,534                     | 1,206       | 36,787               | 4,465     | 5,069     | 22.60                   |
| UTILITY BILLING & COLLEC         | 486,319             | 31,441                    | 12,940      | 441,939              | (1,912)   | 33,352    | 9.13                    |
|                                  |                     |                           |             |                      |           |           |                         |
| UTILITY ADMINISTRATION           |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| SALARIES & WAGES/BENEFIT         | 223,043             | 15,080                    | -           | 207,963              | 1,820     | 13,260    | 6.76                    |
| PURCHASED PROF/TECH SRVS         | 12,000              | 505                       | 165,123     | (153,628)            | -         | 505       | 1,380.24                |
| PUR PROP SRVS & OTH SRVS         | 33,620              | 1,158                     | -           | 32,462               | 9         | 1,149     | 3.44                    |
| SUPPLIES                         | 12,087              | 547                       | 793         | 10,747               | 215       | 332       | 11.09                   |
| CAPITAL OUTLAY                   | 1,500               | -                         | -           | 1,500                | -         | -         | -                       |
| MISCELLANEOUS                    | 2,415               | 190                       | -           | 2,225                | -         | 190       | 7.87                    |
| UTILITY ADMINISTRATION           | 284,665             | 17,480                    | 165,916     | 101,268              | 2,044     | 15,436    | 64.43                   |
|                                  |                     |                           |             |                      |           |           |                         |
| WATER PLANT                      |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| SALARIES & WAGES/BENEFIT         | 487,902             | 30,248                    | -           | 457,654              | (8,351)   | 38,599    | 6.20                    |
| PURCHASED PROF/TECH SRVS         | 40,000              | 5,480                     | 2,091       | 32,429               | 4,751     | 729       | 18.93                   |
| PUR PROP SRVS & OTH SRVS         | 354,130             | 23,675                    | 14,778      | 315,677              | 10,633    | 13,042    | 10.86                   |
| SUPPLIES                         | 291,821             | 25,099                    | 39,518      | 227,205              | 10,393    | 14,706    | 22.14                   |
| CAPITAL OUTLAY                   | 44,820              | -                         | -           | 44,820               | -         | -         | -                       |
| MISCELLANEOUS                    | 113,476             | 5,720                     | 45,450      | 62,306               | 4,680     | 1,040     | 45.09                   |
| WATER PLANT                      | 1,332,149           | 90,221                    | 101,837     | 1,140,090            | 22,105    | 68,116    | 14.42                   |
|                                  |                     |                           |             |                      |           |           |                         |
| WATER DISTRIBUTION               |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| SALARIES & WAGES/BENEFIT         | 300,771             | 10,927                    | -           | 289,844              | (5,523)   | 16,450    | 3.63                    |
| PUR PROP SRVS & OTH SRVS         | 13,230              | 2,390                     | 226         | 10,614               | 752       | 1,637     | 19.77                   |
| SUPPLIES                         | 73,885              | 2,882                     | 2,730       | 68,274               | 1,371     | 1,511     | 7.59                    |
| CAPITAL OUTLAY                   | 722,163             | -                         | -           | 722,163              | -         | -         | -                       |
| MISCELLANEOUS                    | 2,842               | -                         | -           | 2,842                | -         | -         | -                       |
| WATER DISTRIBUTION               | 1,112,891           | 16,199                    | 2,956       | 1,093,736            | (3,399)   | 19,598    | 1.72                    |
|                                  |                     |                           |             |                      |           |           |                         |
| SEWER COLLECTION                 |                     |                           |             |                      |           |           |                         |
|                                  |                     |                           |             |                      |           |           |                         |
| SALARIES & WAGES/BENEFIT         | 340,550             | 13,378                    | -           | 327,172              | (2,110)   | 15,488    | 3.93                    |
| PURCHASED PROF/TECH SRVS         | 8,352               | -                         | -           | 8,352                | -         | -         | -                       |
| PUR PROP SRVS & OTH SRVS         | 270,890             | 33,546                    | 48,002      | 189,342              | 5,147     | 28,398    | 30.10                   |
| SUPPLIES                         | 173,848             | 3,503                     | 724         | 169,622              | 1,823     | 1,680     | 2.43                    |
| CAPITAL OUTLAY                   | 6,000               | -                         | 13,523      | (7,523)              | -         | -         | 225.38                  |
| MISCELLANEOUS                    | 13,670              | -                         | -           | 13,670               | -         | -         | -                       |
| SEWER COLLECTION                 | 813,310             | 50,426                    | 62,249      | 700,635              | 4,860     | 45,566    | 13.85                   |



City of San Juan, Texas  
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Budget  
Target:  
17%

| 56 - UTILITY<br>FINANCIAL SUMMARY                                                    | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE      | BALANCE<br>REMAINING | Oct-21        | Nov-21           | % RECEIV.<br>EXPENDED |
|--------------------------------------------------------------------------------------|---------------------|---------------------------|------------------|----------------------|---------------|------------------|-----------------------|
| <b>SEWER PLANT</b>                                                                   |                     |                           |                  |                      |               |                  |                       |
| SALARIES & WAGES/BENEFIT                                                             | 265,750             | 10,534                    | -                | 255,216              | (4,556)       | 15,090           | 3.96                  |
| PURCHASED PROF/TECH SRVS                                                             | 45,000              | 11,617                    | 1,100            | 32,283               | 3,886         | 7,731            | 28.26                 |
| PUR PROP SRVS & OTH SRVS                                                             | 265,875             | 36,842                    | 8,035            | 220,998              | 16,780        | 20,062           | 16.88                 |
| SUPPLIES                                                                             | 122,626             | 3,678                     | 39,005           | 79,943               | 511           | 3,167            | 34.81                 |
| CAPITAL OUTLAY                                                                       | 40,000              | -                         | -                | 40,000               | -             | -                | -                     |
| MISCELLANEOUS                                                                        | 151,632             | 48,905                    | 13,000           | 100,327              | 12,480        | 25,825           | 33.84                 |
| <b>SEWER PLANT</b>                                                                   | <b>890,883</b>      | <b>100,976</b>            | <b>61,140</b>    | <b>728,767</b>       | <b>29,102</b> | <b>71,874</b>    | <b>18.20</b>          |
| <b>ORGANIZATIONAL</b>                                                                |                     |                           |                  |                      |               |                  |                       |
| PURCHASED PROF/TECH SRVS                                                             | 71,663              | 4,007                     | -                | 67,656               | -             | 4,007            | 5.59                  |
| PUR PROP SRVS & OTH SRVS                                                             | 315,723             | 18,941                    | -                | 96,782               | 9,471         | 9,471            | 16.37                 |
| DEBT SERVICE                                                                         | 1,000               | -                         | -                | 1,000                | -             | -                | -                     |
| MISCELLANEOUS                                                                        | 414,820             | 67,970                    | 720              | 346,130              | 34,705        | 33,265           | 16.56                 |
| <b>ORGANIZATIONAL</b>                                                                | <b>603,206</b>      | <b>90,918</b>             | <b>720</b>       | <b>511,568</b>       | <b>44,176</b> | <b>46,742</b>    | <b>15.19</b>          |
| <b>TOTAL EXPENDITURES</b>                                                            | <b>5,523,423</b>    | <b>397,662</b>            | <b>407,757</b>   | <b>4,718,004</b>     | <b>96,976</b> | <b>300,686</b>   | <b>14.58</b>          |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                                            | <b>128,793</b>      | <b>(84,216)</b>           | <b>(407,757)</b> | <b>(620,766)</b>     | <b>43,914</b> | <b>(128,129)</b> | <b>(381.99)</b>       |
| TRANSFER IN                                                                          | -                   | -                         | -                | -                    | -             | -                | -                     |
| TRANSFER OUT                                                                         | -                   | -                         | -                | -                    | -             | -                | -                     |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER(USES)</b> | <b>128,793</b>      | <b>(84,216)</b>           | <b>(407,757)</b> | <b>(620,766)</b>     | <b>43,914</b> | <b>(128,129)</b> | <b>(381.99)</b>       |

**City of San Juan, Texas**  
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| 60-UTILITY I&S<br>FINANCIAL SUMMARY                                  | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Nov-21  | Budget<br>Target<br>17% |
|----------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------|---------|-------------------------|
|                                                                      |                     |                           |             |                      |         |         | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                                                      |                     |                           |             |                      |         |         |                         |
| OTHER REVENUE                                                        | 1,600,889           | 562,402                   |             | (1,038,487)          | 281,201 | 281,201 | 35.13                   |
| TOTAL REVENUES                                                       | 1,600,889           | 562,402                   | -           | {1,038,487}          | 281,201 | 281,201 | 35.13                   |
| EXPENDITURE SUMMARY                                                  |                     |                           |             |                      |         |         |                         |
| DEBT SERVICE                                                         |                     |                           |             |                      |         |         |                         |
| DEBT SERVICE                                                         | 1,600,889           | -                         | -           | 1,600,889            | -       | -       | -                       |
| MISCELLANEOUS                                                        | -                   | -                         | -           | -                    | -       | -       | -                       |
| DEBT SERVICE                                                         | 1,600,889           | -                         | -           | 1,600,889            | -       | -       | -                       |
| TOTAL EXPENDITURES                                                   | 1,600,889           | -                         | -           | 1,600,889            | -       | -       | -                       |
| REVENUES OVER/(UNDER) EXPENDITURES                                   | -                   | 562,402                   | -           | 562,402              | -       | 281,201 | -                       |
| TRANSFER IN                                                          | -                   | -                         | -           | -                    | -       | -       | -                       |
| TRANSFER OUT                                                         | -                   | -                         | -           | -                    | -       | -       | -                       |
| REVENUES & OTHER SOURCES OVER/<br>(UNDER) EXPENDITURES & OTHER(USES) | -                   | 562,402                   | -           | 562,402              | -       | 281,201 | -                       |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**November 30, 2021**

|                                                                       |
|-----------------------------------------------------------------------|
| <b>Budget<br/>Target<br/>17%</b><br><br><b>% RECEIV.<br/>EXPENDED</b> |
|-----------------------------------------------------------------------|

| <b>61 - Water &amp; Sewer I &amp; S<br/>FINANCIAL SUMMARY</b>                        | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Nov-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|--------------------------------------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                                               |                             |                                   |                    |                              |               |               |                               |
| OTHER REVENUE                                                                        | 61,376                      | 10,235                            | -                  | (51,141)                     | 5,117         | 5,117         | 16.68                         |
| <b>TOTAL REVENUES</b>                                                                | <b>61,376</b>               | <b>10,235</b>                     | <b>-</b>           | <b>(51,141)</b>              | <b>5,117</b>  | <b>5,117</b>  | <b>16.68</b>                  |
| <b>EXPENDITURE SUMMARY</b>                                                           |                             |                                   |                    |                              |               |               |                               |
| DEBT SERVICE                                                                         |                             |                                   |                    |                              |               |               |                               |
| DEBT SERVICE                                                                         | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| MISCELLANEOUS                                                                        | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>DEBT SERVICE</b>                                                                  | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                                                            | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                                            | <b>61,376</b>               | <b>10,235</b>                     | <b>-</b>           | <b>(51,141)</b>              | <b>5,117</b>  | <b>5,117</b>  | <b>16.68</b>                  |
| TRANSFER IN                                                                          | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| TRANSFER OUT                                                                         | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER(USES)</b> | <b>61,376</b>               | <b>10,235</b>                     | <b>-</b>           | <b>(51,141)</b>              | <b>5,117</b>  | <b>5,117</b>  | <b>16.68</b>                  |

**City of San Juan, Texas  
Budget Expenditures Report  
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|                                  |
|----------------------------------|
| <b>Budget<br/>Target<br/>17%</b> |
|----------------------------------|

**18 -LOCAL TRUANCY PREVENTION &  
DIVERSION FUND  
FINANCIAL SUMMARY**

|                        | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21     | Nov-21     | % RECEIV.<br>EXPENDED |
|------------------------|---------------------|---------------------------|-------------|----------------------|------------|------------|-----------------------|
| <b>REVENUE SUMMARY</b> |                     |                           |             |                      |            |            |                       |
| FEEES & FINES          | -                   | 708                       | -           | 708                  | 350        | 358        | -                     |
| <b>TOTAL REVENUES</b>  | <b>-</b>            | <b>708</b>                | <b>-</b>    | <b>708</b>           | <b>350</b> | <b>358</b> | <b>-</b>              |
|                        | =====               | =====                     | =====       | =====                | =====      | =====      | =====                 |

**City of San Juan, Texas  
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| 19 - LOCAL MUNICIPAL JURY FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | <div style="border: 1px solid black; padding: 2px; text-align: center;">                     Budget<br/>Target<br/>17%                 </div> % RECEIV.<br>EXPENDED |
|-----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     |                     |                           |             |                      |        |        |                                                                                                                                                                     |
| REVENUE SUMMARY                                     |                     |                           |             |                      |        |        |                                                                                                                                                                     |
| FEES & FINES                                        | -                   | 14                        | -           | 14                   | 7      | 7      | -                                                                                                                                                                   |
| TOTAL REVENUES                                      | -                   | 14                        | -           | 14                   | 7      | 7      | -                                                                                                                                                                   |
|                                                     | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                                                                                                                                               |

**City of San Juan, Texas  
Budget Expenditures Report  
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| 20 -MUNICIPAL COURT-BLDG SEC.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | <div style="border: 1px solid black; padding: 2px; text-align: center;">                     Budget<br/>Target<br/>17%                 </div> % RECEIV.<br>EXPENDED |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    |                     |                           |             |                      |        |        |                                                                                                                                                                     |
| REVENUE SUMMARY                                    |                     |                           |             |                      |        |        |                                                                                                                                                                     |
| OTHER REVENUE                                      | 6,000               | 790                       | -           | (5,210)              | 391    | 399    | 13.16                                                                                                                                                               |
| TOTAL REVENUES                                     | 6,000               | 790                       | -           | (5,210)              | 391    | 399    | 13.16                                                                                                                                                               |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                                                                                                                                               |
| MUNICIPAL COURT                                    | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                                                   |
| TOTAL EXPENDITURES                                 | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                                                   |
|                                                    | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                                                                                                                                               |
| REVENUES OVER/(UNDER) EXPENDITURES                 | 6,000               | 790                       | -           | (5,210)              | -      | 399    | 13.16                                                                                                                                                               |

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|                                                |                     |                           |             |                      |        |        | Budget<br>Target<br>17% |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
| 21 -MUNICIPAL COURT-TECH.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED   |
|                                                |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                                |                     |                           |             |                      |        |        |                         |
| OTHER REVENUE                                  | 6,000               | 640                       | -           | (5,360)              | 326    | 315    | 10.67                   |
| TOTAL REVENUES                                 | 6,000               | 640                       | -           | (5,360)              | 326    | 315    | 10.67                   |
|                                                | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
|                                                |                     |                           |             |                      |        |        |                         |
| EXPENDITURE SUMMARY                            |                     |                           |             |                      |        |        |                         |
| MUNICIPAL COURT                                |                     |                           |             |                      |        |        |                         |
| CAPITAL OUTLAY                                 | 4,500               | -                         | -           | 4,500                | -      | -      | -                       |
| MUNICIPAL COURT                                | 4,500               | -                         | -           | 4,500                | -      | -      | -                       |
| TOTAL EXPENDITURES                             | 4,500               | -                         | -           | 4,500                | -      | -      | -                       |
|                                                | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
| REVENUES OVER/(UNDER) EXPENDITURES             | 1,500               | 640                       | -           | (860)                | -      | 315    | 42.68                   |

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| Budget<br>Target<br>17% |
|-------------------------|

| 23-REVOLVING LOAN FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21    | Nov-21    | % RECEIV<br>EXPENDED |
|---------------------------------------------|---------------------|---------------------------|-------------|----------------------|-----------|-----------|----------------------|
| <b>REVENUE SUMMARY</b>                      |                     |                           |             |                      |           |           |                      |
| OTHER REVENUE                               | 0                   | 33                        | 0           | 33                   | 17        | 15        | -                    |
| <b>TOTAL REVENUES</b>                       | <b>0</b>            | <b>33</b>                 | <b>0</b>    | <b>33</b>            | <b>17</b> | <b>15</b> | <b>-</b>             |
| <b>EXPENDITURE SUMMARY</b>                  |                     |                           |             |                      |           |           |                      |
| ADMINISTRATION                              |                     |                           |             |                      |           |           |                      |
| PURCHASED PROG/TECH SRVS                    | 0                   | 0                         | 0           | 0                    | 0         | 0         | 0                    |
| PUR PROP SRVS & OTH SRVS                    | 0                   | 0                         | 0           | 0                    | 0         | 0         | 0                    |
| <b>ADMINISTRATION</b>                       | <b>0</b>            | <b>0</b>                  | <b>0</b>    | <b>0</b>             | <b>0</b>  | <b>0</b>  | <b>0</b>             |
| <b>TOTAL EXPENDITURES</b>                   | <b>0</b>            | <b>0</b>                  | <b>0</b>    | <b>0</b>             | <b>0</b>  | <b>0</b>  | <b>0</b>             |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>   | <b>0</b>            | <b>33</b>                 | <b>0</b>    | <b>33</b>            | <b>17</b> | <b>15</b> | <b>-</b>             |



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|                         |
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| Budget<br>Target<br>17% |
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| 25 -PARKS SPORT FEE<br>FINANCIAL SUMMARY  | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21     | Nov-21     | % RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|------------|------------|-----------------------|
| <b>REVENUE SUMMARY</b>                    |                     |                           |             |                      |            |            |                       |
| OTHER REVENUE                             | 1,000               | 354                       | -           | (646)                | 127        | 227        | 35.39                 |
| <b>TOTAL REVENUES</b>                     | <b>1,000</b>        | <b>354</b>                | <b>-</b>    | <b>(646)</b>         | <b>127</b> | <b>227</b> | <b>35.39</b>          |
| <b>EXPENDITURE SUMMARY</b>                |                     |                           |             |                      |            |            |                       |
| RECREATION                                |                     |                           |             |                      |            |            |                       |
| PUR PROP SRVS & OTH SRVS                  | -                   | -                         | -           | -                    | -          | -          | -                     |
| <b>ADMINISTRATION</b>                     | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>   | <b>-</b>              |
| <b>TOTAL EXPENDITURES</b>                 | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>   | <b>-</b>              |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | <b>1,000</b>        | <b>354</b>                | <b>-</b>    | <b>(646)</b>         |            | <b>-</b>   | <b>35.39</b>          |

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| 26 -PARK DEVELOPMENT<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                           |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                           |                     |                           |             |                      |        |        |                         |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                       |
| OTHER INCOME                              | 25,010              | 5,679                     | -           | (19,331)             | 1      | 5,678  | 22.71                   |
| TOTAL REVENUES                            | 25,010              | 5,679                     | -           | (19,331)             | 1      | 5,678  | 22.71                   |
| EXPENDITURE SUMMARY                       |                     |                           |             |                      |        |        |                         |
| PARKS                                     |                     |                           |             |                      |        |        |                         |
| PURCHASED PROF/TECH SRVS                  | -                   | -                         | -           | -                    | -      | -      | -                       |
| SUPPLIES                                  | -                   | -                         | -           | -                    | -      | -      | -                       |
| CAPITAL OUTLAY                            | 25,000              | -                         | -           | 25,000               | -      | -      | -                       |
| PARKS                                     | 25,000              | -                         | -           | 25,000               | -      | -      | -                       |
| TOTAL EXPENDITURES                        | 25,000              | -                         | -           | 25,000               | -      | -      | -                       |
| REVENUES OVER/(UNDER) EXPENDITURES        | 10                  | 5,679                     | -           | 5,669                | -      | 5,678  | 56,792.20               |

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|                                                  |                     |                           |             |                      |        |        | Budget<br>Target<br>17% |
|--------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
| 27 -WRECKER LAW ENFORCEMENT<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED   |
|                                                  |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                                  |                     |                           |             |                      |        |        |                         |
| OTHER REVENUE                                    | 7,900               | 1,750                     | -           | (6,150)              | 1,740  | 10     | 22.15                   |
| TOTAL REVENUES                                   | 7,900               | 1,750                     | -           | {6,150}              | 1,740  | 10     | 22.15                   |
|                                                  |                     |                           |             |                      |        |        |                         |
| EXPENDITURE SUMMARY                              |                     |                           |             |                      |        |        |                         |
| POLICE                                           |                     |                           |             |                      |        |        |                         |
| PURCHASED PROF/TECH SRVS                         | 5,000               | -                         | -           | 5,000                | -      | -      | -                       |
| PUR PROP SRVS & OTH SRVS                         | 300                 | -                         | -           | 300                  | -      | -      | -                       |
| SUPPLIES                                         | 10,000              | -                         | -           | 10,000               | -      | -      | -                       |
| MISCELLANEOUS                                    | 5,000               | -                         | -           | 5,000                | -      | -      | -                       |
| ADMINISTRATION                                   | 20,300              | -                         | -           | 20,300               | -      | -      | -                       |
| TOTAL EXPENDITURES                               | 20,300              | -                         | -           | 20,300               | -      | -      | -                       |
|                                                  |                     |                           |             |                      |        |        |                         |
| REVENUES OVER/(UNDER) EXPENDITURES               | (12,400)            | 1,750                     | -           | 14,150               | -      | 10     | {14.11}                 |

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| 28-ASSET FORFEITURE-STATE<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                                |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                                |                     |                           |             |                      |        |        |                         |
| OTHER REVENUE                                  | 1,500               | 35                        | -           | (1,465)              | -      | 35     | 2.33                    |
| FORFEIT LOCAL                                  | 7,000               | -                         | -           | (7,000)              | -      | -      | -                       |
| TOTAL REVENUES                                 | 8,500               | 35                        | -           | (8,465)              | -      | 35     | 0.41                    |
| EXPENDITURE SUMMARY                            |                     |                           |             |                      |        |        |                         |
| POLICE                                         |                     |                           |             |                      |        |        |                         |
| PURCHASED PROF/TECH SRVS                       | 5,000               | -                         | -           | 5,000                | -      | -      | -                       |
| PUR PROP SRVS & OTH SRVS                       | 1,500               | -                         | 16,050      | (14,550)             | -      | -      | 1,070.00                |
| SUPPLIES                                       | 8,500               | -                         | -           | 8,500                | -      | -      | -                       |
| POLICE                                         | 15,000              | -                         | 16,050      | (1,050)              | -      | -      | 107.00                  |
| TOTAL EXPENDITURES                             | 15,000              | -                         | 16,050      | (1,050)              | -      | -      | 107.00                  |
| REVENUES OVER/(UNDER) EXPENDITURES             | (6,500)             | 35                        | (16,050)    | (9,515)              | -      | 35     | 246.38                  |

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|                                               |                     |                           |             |                      |        |          | Budget<br>Target<br>17% |
|-----------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|----------|-------------------------|
| 30 -MISCELLANEOUS GRANTS<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21   | % RECEIV.<br>EXPENDED   |
|                                               |                     |                           |             |                      |        |          |                         |
| REVENUE SUMMARY                               |                     |                           |             |                      |        |          |                         |
| INTERGOV'T REVENUE                            | 475,234             | 14,863                    | -           | (460,371)            | 14,863 | -        | 3.13                    |
| OTHER REVENUE                                 | -                   | -                         | -           | -                    | -      | -        | -                       |
| TOTAL REVENUES                                | 475,234             | 14,863                    | -           | (460,371)            | 14,863 | -        | 3.13                    |
|                                               |                     |                           |             |                      |        |          |                         |
| EXPENDITURE SUMMARY                           |                     |                           |             |                      |        |          |                         |
| POLICE                                        |                     |                           |             |                      |        |          |                         |
| SALARIES & WAGES/BENEFIT                      | 206,050             | 19,900                    | -           | 186,150              | 8,759  | 11,141   | 9.66                    |
| PUR PROP SRVS & OTH SRVS                      | -                   | -                         | -           | -                    | -      | -        | -                       |
| SUPPLIES                                      | 28,500              | -                         | -           | 28,500               | -      | -        | -                       |
| CAPITAL OUTLAY                                | 177,452.00          | -                         | 56,278      | 121,174              | -      | -        | 31.71                   |
| POLICE                                        | 412,002.00          | 19,900                    | 56,278      | 335,824              | 8,759  | 11,141   | 18.49                   |
| FIRE                                          |                     |                           |             |                      |        |          |                         |
| SALARIES & WAGES/BENEFIT                      | 36,644              | 25,919                    | -           | 10,725               | 9,739  | 16,180   | 70.73                   |
| FIRE                                          | 36,644              | 25,919                    | -           | 10,725               | 9,739  | 16,180   | 70.73                   |
| LIBRARY                                       |                     |                           |             |                      |        |          |                         |
| PURCHASED PROF/TECH SRVS                      | 2,000               | -                         | -           | 2,000                | -      | -        | -                       |
| PUR PROP SRVS & OTH SRVS                      | 8,713               | 121                       | -           | 8,592                | 77.94  | 43.53    | 1.39                    |
| SUPPLIES                                      | 1,200               | -                         | -           | 1,200                | -      | -        | -                       |
| CAPITAL OUTLAY                                | -                   | -                         | -           | -                    | -      | -        | -                       |
| MISCELLANEOUS                                 | 2,950               | -                         | -           | 2,950                | -      | -        | -                       |
| LIBRARY                                       | 14,863              | 121                       | -           | 14,742               | 77.94  | 43.53    | 0.82                    |
| TOTAL EXPENDITURES                            | 463,509.00          | 45,940                    | 56,278      | 361,290              | 18,575 | 27,365   | 22.05                   |
|                                               |                     |                           |             |                      |        |          |                         |
| REVENUES OVER/(UNDER) EXPENDITUR              | 11,725              | (31,077)                  | (56,278)    | (99,081)             | -      | (27,365) | (745.04)                |

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| 32 -CRIME VICTIMS LIAISON GRT<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                                    |                     |                           |             |                      |        |        | % RECEIV.<br>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<br>Target<br>17% |
|-------------------------|

| 33 -HOTEL/MOTEL OCCUPANCY TAX<br>FINANCIAL SUMMARY                                    | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21     | Nov-21        | % RECEIV.<br>EXPENDED |
|---------------------------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|------------|---------------|-----------------------|
| <b>REVENUE SUMMARY</b>                                                                |                     |                           |             |                      |            |               |                       |
| TAX REVENUE                                                                           | 24,600              | 1,241                     | -           | (23,359)             | -          | 1,241         | 5.04                  |
| FINES & FEES                                                                          | 150                 | 11,500                    | -           | 11,350               | 800        | 10,700        | 7,666.67              |
| OTHER REVENUE                                                                         | -                   | -                         | -           | -                    | -          | -             | -                     |
| <b>TOTAL REVENUES</b>                                                                 | <b>24,750</b>       | <b>12,741</b>             | <b>-</b>    | <b>(12,009)</b>      | <b>800</b> | <b>11,941</b> | <b>51.48</b>          |
| <b>EXPENDITURE SUMMARY</b>                                                            |                     |                           |             |                      |            |               |                       |
| <b>CITY EVENTS</b>                                                                    |                     |                           |             |                      |            |               |                       |
| PURCHASED PROF/TECH SRVS                                                              | -                   | -                         | -           | -                    | -          | -             | -                     |
| PUR PROP SRVS & OTH SRVS                                                              | -                   | -                         | -           | -                    | -          | -             | -                     |
| CAPITAL OUTLAY                                                                        | -                   | -                         | -           | -                    | -          | -             | -                     |
| MISCELLANEOUS                                                                         | -                   | -                         | -           | -                    | -          | -             | -                     |
| <b>CITY EVENTS</b>                                                                    | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>      | <b>-</b>              |
| <b>MISCELLANEOUS DEPT</b>                                                             |                     |                           |             |                      |            |               |                       |
| MISCELLANEOUS                                                                         | -                   | -                         | -           | -                    | -          | -             | -                     |
| <b>MISCELLANEOUS DEPT</b>                                                             | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>      | <b>-</b>              |
| <b>TOTAL EXPENDITURES</b>                                                             | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>      | <b>-</b>              |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                                             | <b>24,750</b>       | <b>12,741</b>             | <b>-</b>    | <b>(12,009)</b>      | <b>-</b>   | <b>11,941</b> | <b>51.48</b>          |
| TRANSFER IN                                                                           | -                   | -                         | -           | -                    | -          | -             | -                     |
| TRANSFER OUT                                                                          | -                   | -                         | -           | -                    | -          | -             | -                     |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER (USES)</b> | <b>-</b>            | <b>-</b>                  | <b>-</b>    | <b>-</b>             | <b>-</b>   | <b>-</b>      | <b>-</b>              |

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|                                                   |                     |                           |             |                      |        |        | Budget<br>Target<br>17% |
|---------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
| 35 -ASSET FORFEITURE-FEDERAL<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED   |
|                                                   |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                                   |                     |                           |             |                      |        |        |                         |
| OTHER REVENUE                                     | 800                 | (8)                       | -           | (808)                | (4)    | (4)    | 0.95                    |
| FORFEIT FEDERAL                                   | 140,000             | -                         | -           | (140,000)            | -      | -      | -                       |
| TOTAL REVENUES                                    | 140,800             | (8)                       | -           | (140,808)            | (4)    | (4)    | (0.01)                  |
|                                                   | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
| EXPENDITURE SUMMARY                               |                     |                           |             |                      |        |        |                         |
| POLICE                                            |                     |                           |             |                      |        |        |                         |
| PUR PROP SRVS & OTH SRVS                          | 27,950              | 1,398                     | -           | 26,552               | 790    | 608    | 5.00                    |
| SUPPLIES                                          | 47,000              | -                         | 2,640       | 44,360               | -      | -      | 5.62                    |
| CAPITAL OUTLAY                                    | -                   | -                         | 36,080      | (36,080)             | -      | -      | -                       |
| MISCELLANEOUS                                     | -                   | -                         | -           | -                    | -      | -      | -                       |
| POLICE                                            | 74,950              | 1,398                     | 38,720      | 34,832               | 790    | 608    | 53.53                   |
| TOTAL EXPENDITURES                                | 74,950              | 1,398                     | 38,720      | 34,832               | 790    | 608    | 53.53                   |
|                                                   | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
| REVENUES OVER/(UNDER) EXPENDITURES                | 65,850.00           | (1,406)                   | (38,720)    | (105,976)            | -      | (612)  | (60.94)                 |



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|                                      |                     |                           |             |                      |        |        | Budget<br>Target<br>17% |
|--------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
| 55 -STORM WATER<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED   |
|                                      |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                      |                     |                           |             |                      |        |        |                         |
| FEES & FINES                         | 305,000             | 42,956                    | -           | (262,044)            | 18,447 | 24,509 | 14.08                   |
| TOTAL REVENUES                       | 305,000             | 42,956                    | -           | (262,044)            | 18,447 | 24,509 | 14.08                   |
|                                      | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
| EXPENDITURE SUMMARY                  |                     |                           |             |                      |        |        |                         |
| SALARIES & WAGES/BENEFIT             | 243,027             | 20,225                    | -           | 222,802              | 2,818  | 17,407 | 8.32                    |
| PURCHASED PROF/TECH SRVS             | -                   | -                         | -           | -                    | -      | -      | -                       |
| PUR PROP SRVS & OTH SRVS             | 18,572              | -                         | -           | 18,572               | -      | -      | -                       |
| SUPPLIES                             | 29,970              | 817                       | 1,139       | 28,013               | 425    | 392    | 6.53                    |
| CAPITAL OUTLAY                       | 3,800               | -                         | -           | 3,800                | -      | -      | -                       |
| MISCELLANEOUS                        | 12,500              | -                         | -           | 12,500               | -      | -      | -                       |
| STORM WATER                          | 307,869             | 21,042                    | 1,139       | 285,688              | 3,242  | 17,800 | 7.20                    |
| TOTAL EXPENDITURES                   | 307,869             | 21,042                    | 1,139       | 285,688              | 3,242  | 17,800 | 7.20                    |
|                                      | =====               | =====                     | =====       | =====                | =====  | =====  | =====                   |
| REVENUES OVER/(UNDER) EXPENDITURES   | (2,869)             | 21,914                    | (1,139)     | 23,644               | -      | 6,709  | (724.11)                |

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|                         |
|-------------------------|
| Budget<br>Target<br>17% |
| % RECEIV.<br>EXPENDED   |

| 36 -DEBT SERVICE<br>FINANCIAL SUMMARY                                                 | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21        | Nov-21         | % RECEIV.<br>EXPENDED |
|---------------------------------------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------------|----------------|-----------------------|
| <b>REVENUE SUMMARY</b>                                                                |                     |                           |             |                      |               |                |                       |
| PROPERTY TAXES                                                                        | 2,153,734           | 230,609                   |             | (1,923,125)          | 38,498        | 192,111        | 10.71                 |
| OTHER REVENUE                                                                         | 500                 | 1,607                     |             | 1,107                | 8             | 1,599          | 321.46                |
| <b>TOTAL REVENUES</b>                                                                 | <b>2,154,234</b>    | <b>232,217</b>            |             | <b>(1,922,017)</b>   | <b>38,506</b> | <b>193,710</b> | <b>10.78</b>          |
| <b>EXPENDITURE SUMMARY</b>                                                            |                     |                           |             |                      |               |                |                       |
| <b>ORGANIZATIONAL EXPENSE</b>                                                         |                     |                           |             |                      |               |                |                       |
| DEBT SERVICE                                                                          | 1,930,788           | -                         | -           | 1,930,788            | -             | -              | -                     |
| MISCELLANEOUS                                                                         | 8,000               | -                         | -           | 8,000                | -             | -              | -                     |
| <b>ORGANIZATIONAL EXPENSE</b>                                                         | <b>1,938,788</b>    | <b>-</b>                  | <b>-</b>    | <b>1,938,788</b>     | <b>-</b>      | <b>-</b>       | <b>-</b>              |
| <b>TOTAL EXPENDITURES</b>                                                             | <b>1,938,788</b>    | <b>-</b>                  | <b>-</b>    | <b>1,938,788</b>     | <b>-</b>      | <b>-</b>       | <b>-</b>              |
| REVENUES OVER/(UNDER) EXPENDITURES                                                    | 215,446             | 232,217                   | -           | 16,771               | 38,506        | 193,710        | 107.78                |
| TRANSFER IN                                                                           | -                   | -                         | -           | -                    | -             | -              | -                     |
| TRANSFER OUT                                                                          | -                   | -                         | -           | -                    | -             | -              | -                     |
| <b>REVENUES &amp; OTHER SOURCES OVER/<br/>(UNDER) EXPENDITURES &amp; OTHER (USES)</b> | <b>215,446</b>      | <b>232,217</b>            | <b>-</b>    | <b>16,771</b>        | <b>-</b>      | <b>193,710</b> | <b>107.78</b>         |

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|                                                                       |
|-----------------------------------------------------------------------|
| <b>Budget<br/>Target<br/>17%</b><br><br><b>% RECEIV.<br/>EXPENDED</b> |
|-----------------------------------------------------------------------|

| <b>41-CAPITAL PROJECT - CITY HALL/PARK<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Nov-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|------------------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                           |                             |                                   |                    |                              |               |               |                               |
| INTERGOV'T REVENUE                                               | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| INTERGOVERNMENTAL REVENUE                                        | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| OTHER REVENUE                                                    | -                           | 71                                | -                  | 71                           | 37.77         | 33.51         | -                             |
| OTHER FINANCING SOURCES                                          | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>TOTAL REVENUES</b>                                            | <b>-</b>                    | <b>71</b>                         | <b>-</b>           | <b>71</b>                    | <b>38</b>     | <b>34</b>     | <b>-</b>                      |
| <b>EXPENDITURE SUMMARY</b>                                       |                             |                                   |                    |                              |               |               |                               |
| CITY MANAGER                                                     |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                   | 4,382,113                   | 57,271                            | 5,000              | 4,319,842                    | 57,271        | -             | 1.42                          |
| <b>CITY MANAGER</b>                                              | <b>4,382,113</b>            | <b>57,271</b>                     | <b>5,000</b>       | <b>4,319,842</b>             | <b>57,271</b> | <b>-</b>      | <b>1.42</b>                   |
| PARK AND RECREATION                                              |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                   | 19,994                      | -                                 | -                  | 19,994                       | -             | -             | -                             |
| <b>PARK</b>                                                      | <b>19,994</b>               | <b>-</b>                          | <b>-</b>           | <b>19,994</b>                | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                                        | <b>4,402,107</b>            | <b>57,271</b>                     | <b>5,000</b>       | <b>4,339,836</b>             | <b>-</b>      | <b>-</b>      | <b>1.41</b>                   |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                        | <b>(4,402,107)</b>          | <b>(57,200)</b>                   | <b>(5,000)</b>     | <b>4,339,907</b>             | <b>-</b>      | <b>34</b>     | <b>1.41</b>                   |

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| 42- BOND SERIES 2019<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                           |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                           |                     |                           |             |                      |        |        |                         |
| INTERGOV'T REVENUE                        | -                   | -                         | -           | -                    | -      | -      | -                       |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                       |
| OTHER REVENUE                             | -                   | 351                       | -           | 351                  | 172    | 178.20 | -                       |
| OTHER FINANCING SOURCES                   | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| TOTAL REVENUES                            | -                   | 351                       | -           | 351                  | 172    | 178    | -                       |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| DEBT SERVICE                              |                     |                           |             |                      |        |        |                         |
| PURCHASED PROF/TECH SRVS                  | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                       |
| COST OF ISSUANCE                          | -                   | -                         | -           | -                    | -      | -      | -                       |
| DEBT SERVICE                              | -                   | -                         | -           | -                    | -      | -      | -                       |
| MISCELLANEOUS                             | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| 2018 CONSTRUCTION                         | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                       |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| TOTAL EXPENDITURES                        | -                   | -                         | 254,000     | (254,000)            | -      | -      | -                       |
| <hr/>                                     |                     |                           |             |                      |        |        |                         |
| REVENUES OVER/(UNDER) EXPENDITURES        | -                   | 351                       | (254,000)   | (253,649)            | -      | 178    | -                       |

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| 43-BOND SERIES 2019-A<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|--------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                            |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                            |                     |                           |             |                      |        |        |                         |
| INTERGOV'T REVENUE                         | -                   | -                         | -           | -                    | -      | -      | -                       |
| INTERGOVERNMENTAL REVENUE                  | -                   | -                         | -           | -                    | -      | -      | -                       |
| OTHER REVENUE                              | -                   | 89                        | -           | 89                   | 44     | 45.31  | -                       |
| OTHER FINANCING SOURCES                    | -                   | -                         | -           | -                    | -      | -      | -                       |
| TOTAL REVENUES                             | -                   | 89                        | -           | 89                   | 44     | 45     | -                       |
| DEBT SERVICE                               |                     |                           |             |                      |        |        |                         |
| PURCHASED PROF/TECH SRVS                   | -                   | -                         | 126,000     | (126,000)            | -      | -      | -                       |
| COST OF ISSUANCE                           | -                   | -                         | -           | -                    | -      | -      | -                       |
| Debt Service                               | -                   | -                         | -           | -                    | -      | -      | -                       |
| MISCELLANEOUS                              | -                   | -                         | -           | -                    | -      | -      | -                       |
| 2018 CONSTRUCTION                          | -                   | -                         | 126,000     | (126,000)            | -      | -      | -                       |
| TOTAL EXPENDITURES                         | -                   | -                         | 126,000     | (126,000)            | -      | -      | -                       |
| REVENUES OVER/(UNDER) EXPENDITURES         | -                   | 89                        | (126,000)   | (125,911)            | 44     | 45     | -                       |

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| 44-CIP-STREET-SERIES 2015<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                                |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| REVENUE SUMMARY                                |                     |                           |             |                      |        |        |                         |
| INTERGOV'T REVENUE                             | -                   | -                         | -           | -                    | -      | -      | -                       |
| INTERGOVERNMENTAL REVENUE                      | -                   | -                         | -           | -                    | -      | -      | -                       |
| OTHER REVENUE                                  | -                   | 5                         | -           | 5                    | 3      | 3      | -                       |
| OTHER FINANCING SOURCES                        | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| TOTAL REVENUES                                 | -                   | 5                         | -           | 5                    | 3      | 3      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| EXPENDITURE SUMMARY                            |                     |                           |             |                      |        |        |                         |
| EXPENDITURES                                   |                     |                           |             |                      |        |        |                         |
| STREETS                                        | -                   | -                         | -           | -                    | -      | -      | -                       |
| DEBT                                           | -                   | -                         | -           | -                    | -      | -      | -                       |
| SANITATION                                     | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| LIBRARY                                        | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| LONG TERM DEBT                                 |                     |                           |             |                      |        |        |                         |
| DEBT SERVICE                                   | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| LONG TERM DEBT                                 | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| TOTAL EXPENDITURES                             | -                   | -                         | -           | -                    | -      | -      | -                       |
| <hr/>                                          |                     |                           |             |                      |        |        |                         |
| REVENUES OVER/(UNDER) EXPENDITURES             | -                   | 5                         | -           | 5                    | 3      | 3      | -                       |

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| 45-CAPITAL PROJECTS<br>FINANCIAL SUMMARY  | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | <div style="border: 1px solid black; padding: 2px; text-align: center;">                     Budget<br/>Target<br/>17%                 </div> |          |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                                           |                     |                           |             |                      |        |        | % RECEIV.                                                                                                                                     | EXPENDED |
| <b>REVENUE SUMMARY</b>                    |                     |                           |             |                      |        |        |                                                                                                                                               |          |
| INTERGOV'T REVENUE                        | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| OTHER REVENUE                             | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| OTHER FINANCING SOURCES                   | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| <b>TOTAL REVENUES</b>                     | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                                                                                                                         | =====    |
| <b>EXPENDITURE SUMMARY</b>                |                     |                           |             |                      |        |        |                                                                                                                                               |          |
| LIBRARY                                   | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| CAPITAL OUTLAY                            | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| <b>LIBRARY</b>                            | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| LONG TERM DEBT                            |                     |                           |             |                      |        |        |                                                                                                                                               |          |
| DEBT SERVICE                              | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| <b>LONG TERM DEBT</b>                     | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
| <b>TOTAL EXPENDITURES</b>                 | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |
|                                           | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                                                                                                                         | =====    |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | -                   | -                         | -           | -                    | -      | -      | -                                                                                                                                             | -        |

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Budget:  
Target  
17%

| 45-2018 CONSTRUCTION<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21   | % RECEIV.<br>EXPENDED |
|-------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|----------|-----------------------|
| <b>REVENUE SUMMARY</b>                    |                     |                           |             |                      |        |          |                       |
| INTERGOVT REVENUE                         | -                   | -                         | -           | -                    | -      | -        | -                     |
| INTERGOVERNMENTAL REVENUE                 | -                   | -                         | -           | -                    | -      | -        | -                     |
| OTHER REVENUE                             | -                   | (26)                      | -           | (26)                 | (8)    | (18)     | -                     |
| OTHER FINANCING SOURCES                   | -                   | -                         | -           | -                    | -      | -        | -                     |
| <b>TOTAL REVENUES</b>                     | -                   | (26)                      | -           | (26)                 | (8)    | (18)     | -                     |
| <b>DEBT SERVICE</b>                       |                     |                           |             |                      |        |          |                       |
| PURCHASED PROF/TECH SRVS                  | -                   | 77,872                    | 23,931      | (101,803)            | -      | 77,872   | -                     |
| COST OF ISSUANCE                          | -                   | -                         | -           | -                    | -      | -        | -                     |
| CAPITAL OUTLAY                            | -                   | -                         | -           | -                    | -      | -        | -                     |
| MISCELLANEOUS                             | -                   | -                         | -           | -                    | -      | -        | -                     |
| <b>2018 CONSTRUCTION</b>                  | -                   | 77,872                    | 23,931      | (101,803)            | -      | 77,872   | -                     |
| <b>TOTAL EXPENDITURES</b>                 | -                   | 77,872                    | 23,931      | (101,803)            | -      | 77,872   | -                     |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b> | -                   | (77,898)                  | (23,931)    | (101,829)            | -      | (77,890) | -                     |



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| 47-CERT. OF OBLIG. - SERIES 2018<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17%<br>% RECEIV.<br>EXPENDED |
|-------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|--------------------------------------------------|
|                                                       |                     |                           |             |                      |        |        |                                                  |
| <b>REVENUE SUMMARY</b>                                |                     |                           |             |                      |        |        |                                                  |
| OTHER FINANCING SOURCES                               | -                   | 17                        | -           | 17                   | 8      | 8      | -                                                |
| <b>TOTAL REVENUES</b>                                 | -                   | 17                        | -           | 17                   | 8      | 8      | -                                                |
|                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                            |
| <b>DEBT SERVICE</b>                                   |                     |                           |             |                      |        |        |                                                  |
| COST OF ISSUANCE                                      | -                   | -                         | -           | -                    | -      | -      | -                                                |
| CAPITAL OUTLAY                                        | -                   | -                         | -           | -                    | -      | -      | -                                                |
| <b>CERT. OF OBLIG. - SERIES 2018</b>                  | -                   | -                         | -           | -                    | -      | -      | -                                                |
| <b>TOTAL EXPENDITURES</b>                             | -                   | -                         | -           | -                    | -      | -      | -                                                |
|                                                       | =====               | =====                     | =====       | =====                | =====  | =====  | =====                                            |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>             | -                   | 17                        | -           | 17                   |        | 8      | -                                                |

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Budget  
Target:  
17%

| 48-Certificate of Obligation 2017<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED |
|--------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|
| <b>REVENUE SUMMARY</b>                                 |                     |                           |             |                      |        |        |                       |
| Other Revenue                                          | -                   | 17                        | -           | 17                   | 8      | 8      | -                     |
| <b>TOTAL REVENUES</b>                                  | -                   | 17                        | -           | 17                   | 8      | 8      | -                     |
| <b>EXPENDITURE SUMMARY</b>                             |                     |                           |             |                      |        |        |                       |
| WAST SERVICE                                           |                     |                           |             |                      |        |        |                       |
| STREETS                                                |                     |                           |             |                      |        |        |                       |
| CAPITAL OUTLAY                                         |                     |                           |             |                      |        |        |                       |
| STREETS                                                |                     |                           |             |                      |        |        |                       |
| NEW CITY HALL                                          |                     |                           |             |                      |        |        |                       |
| PROF/TECH SRVS                                         | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| COST OF ISSUANCE                                       | -                   | -                         | -           | -                    | -      | -      | -                     |
| CAPITAL OUTLAY                                         |                     |                           |             |                      |        |        |                       |
| NEW CITY HALL                                          | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| <b>TOTAL EXPENDITURES</b>                              | -                   | -                         | 10,534      | (10,534)             | -      | -      | -                     |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>              | -                   | 17                        | (10,534)    | (10,517)             | 8      | 8      | -                     |

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|                                                  |
|--------------------------------------------------|
| Budget<br>Target<br>17%<br>% RECEIV.<br>EXPENDED |
|--------------------------------------------------|

| 49 - 2020 BOND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED |
|-------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|
| <b>REVENUE SUMMARY</b>              |                     |                           |             |                      |        |        |                       |
| INTERGOV'T REVENUE                  | -                   | -                         | -           | -                    | -      | -      | -                     |
| OTHER REVENUE                       | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>TOTAL REVENUES</b>               | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>EXPENDITURE SUMMARY</b>          |                     |                           |             |                      |        |        |                       |
| CAPITAL OUTLAY                      | -                   | -                         | 72,982      | (72,982)             | -      | -      | -                     |
| UTILITY ADMINISTRATION              | -                   | -                         | 72,982      | (72,982)             | -      | -      | -                     |
| SEWER COLLECTION                    | -                   | -                         | -           | -                    | -      | -      | -                     |
| CAPITAL OUTLAY                      | -                   | -                         | 37,880      | (37,880)             | -      | -      | -                     |
| SEWER COLLECTION                    | -                   | -                         | 37,880      | (37,880)             | -      | -      | -                     |
| <b>TOTAL EXPENDITURES</b>           | -                   | -                         | 110,862     | (110,862)            | -      | -      | -                     |
| REVENUES OVER/(UNDER) EXPENDITURES  | -                   | -                         | (110,862)   | (110,862)            | -      | -      | -                     |

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|                         |
|-------------------------|
| Budget<br>Target<br>17% |
|-------------------------|

| 51 - TDEM FUND<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21     | Nov-21     | % RECEIV.<br>EXPENDED |
|-------------------------------------|---------------------|---------------------------|-------------|----------------------|------------|------------|-----------------------|
| <b>REVENUE SUMMARY</b>              |                     |                           |             |                      |            |            |                       |
| INTERGOVT REVENUE                   | -                   | -                         | -           | -                    | -          | -          | -                     |
| OTHER REVENUE                       | -                   | 362                       | -           | 362                  | 191        | 172        | -                     |
| <b>TOTAL REVENUES</b>               | -                   | <b>362</b>                | -           | <b>362</b>           | <b>191</b> | <b>172</b> | -                     |
| =====                               |                     |                           |             |                      |            |            |                       |
| PURCHASED PROF/TECH SRVS            |                     | -                         | -           | -                    | -          | -          | -                     |
| <b>ADMINISTRATION</b>               | -                   | -                         | -           | -                    | -          | -          | -                     |
| <b>TOTAL EXPENDITURES</b>           | -                   | -                         | -           | -                    | -          | -          | -                     |
| =====                               |                     |                           |             |                      |            |            |                       |
| REVENUES OVER/(UNDER) EXPENDITURES  | -                   | <b>362</b>                | -           | <b>362</b>           |            | <b>172</b> |                       |

**City of San Juan, Texas**  
**Budget Expenditures Report**  
**November 30, 2021**

|                                                  |
|--------------------------------------------------|
| Budget<br>Target<br>17%<br>% RECEIV.<br>EXPENDED |
|--------------------------------------------------|

| 52- Certificate of Obligation<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED |
|----------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|
| <b>REVENUE SUMMARY</b>                             |                     |                           |             |                      |        |        |                       |
| INTERGOVERNMENTAL REV.                             | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>TOTAL REVENUES</b>                              | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>EXPENDITURE SUMMARY</b>                         |                     |                           |             |                      |        |        |                       |
| <b>PUMPS</b>                                       |                     |                           |             |                      |        |        |                       |
| PURCHASED PROF/TECH SRVS                           | -                   | -                         | -           | -                    | -      | -      | -                     |
| CAPITAL OUTLAY                                     | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>PUMPS</b>                                       | -                   | -                         | -           | -                    | -      | -      | -                     |
| <b>TOTAL EXPENDITURES</b>                          | -                   | -                         | -           | -                    | -      | -      | -                     |
| REVENUES OVER/(UNDER) EXPENDITURES                 | -                   | -                         | -           | -                    | -      | -      | -                     |

**City of San Juan, Texas**  
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**November 30, 2021**

|                                                                       |
|-----------------------------------------------------------------------|
| <b>Budget<br/>Target<br/>17%</b><br><br><b>% RECEIV.<br/>EXPENDED</b> |
|-----------------------------------------------------------------------|

| <b>53 - CAPITAL PROJECTS FIRESTATION<br/>FINANCIAL SUMMARY</b> | <b>BUDGET<br/>2020-2021</b> | <b>YEAR-TO-DATE<br/>REV./EXP.</b> | <b>ENCUMBRANCE</b> | <b>BALANCE<br/>REMAINING</b> | <b>Oct-21</b> | <b>Nov-21</b> | <b>% RECEIV.<br/>EXPENDED</b> |
|----------------------------------------------------------------|-----------------------------|-----------------------------------|--------------------|------------------------------|---------------|---------------|-------------------------------|
| <b>REVENUE SUMMARY</b>                                         |                             |                                   |                    |                              |               |               |                               |
| OTHER REVENUE                                                  | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| OTHER FINANCING SOURCES                                        | -                           | 118.25                            | -                  | 118.25                       | 59.57         | 58.68         | -                             |
| <b>TOTAL REVENUES</b>                                          | <b>-</b>                    | <b>118.25</b>                     | <b>-</b>           | <b>118.25</b>                | <b>59.57</b>  | <b>58.68</b>  | <b>-</b>                      |
| <b>EXPENDITURE SUMMARY</b>                                     |                             |                                   |                    |                              |               |               |                               |
| <b>FIRE</b>                                                    |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 2,091,000                   | -                                 | 6,000              | 2,085,000                    | -             | -             | 0.29                          |
| <b>FIRE</b>                                                    | <b>2,091,000</b>            | <b>-</b>                          | <b>6,000</b>       | <b>2,085,000</b>             | <b>-</b>      | <b>-</b>      | <b>0.29</b>                   |
| <b>STREETS &amp; ALLEYS</b>                                    |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 1,970,000                   | 84,769                            | 1,655,811          | 229,420                      | -             | 84,769        | 88.35                         |
| <b>STREETS &amp; ALLEYS</b>                                    | <b>1,970,000</b>            | <b>84,769</b>                     | <b>1,655,811</b>   | <b>229,420</b>               | <b>-</b>      | <b>84,769</b> | <b>88.35</b>                  |
| <b>PARKS &amp; RECREATION</b>                                  |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 1,245,173                   | -                                 | -                  | 1,245,173                    | -             | -             | -                             |
| <b>PARKS &amp; RECREATION</b>                                  | <b>1,245,173</b>            | <b>-</b>                          | <b>-</b>           | <b>1,245,173</b>             | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>SANITATION</b>                                              |                             |                                   |                    |                              |               |               |                               |
| CAPITAL OUTLAY                                                 | 3,711,000                   | 303,776                           | 2,493,119          | 914,105                      | -             | -             | 75.37                         |
| <b>SANITATION</b>                                              | <b>3,711,000</b>            | <b>303,776</b>                    | <b>2,493,119</b>   | <b>914,105</b>               | <b>-</b>      | <b>-</b>      | <b>75.37</b>                  |
| ADMINISTRATION                                                 | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| PROF/TECH SRVS                                                 | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| COST OF ISSUANCE                                               | -                           | -                                 | -                  | -                            | -             | -             | -                             |
| <b>ADMINISTRAION</b>                                           | <b>-</b>                    | <b>-</b>                          | <b>-</b>           | <b>-</b>                     | <b>-</b>      | <b>-</b>      | <b>-</b>                      |
| <b>TOTAL EXPENDITURES</b>                                      | <b>9,017,173</b>            | <b>388,545</b>                    | <b>4,154,931</b>   | <b>4,473,697</b>             | <b>-</b>      | <b>84,769</b> | <b>50.39</b>                  |
| <b>REVENUES OVER/(UNDER) EXPENDITURES</b>                      | <b>(9,017,173)</b>          | <b>(388,427)</b>                  | <b>(4,154,931)</b> | <b>4,473,815</b>             | <b>60</b>     | <b>-</b>      | <b>50.39</b>                  |

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|                                                      |
|------------------------------------------------------|
| Budget<br>Target<br>17%<br><br>% RECEIV.<br>EXPENDED |
|------------------------------------------------------|

| 54-2014 BOND<br>FINANCIAL SUMMARY  | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | % RECEIV.<br>EXPENDED |
|------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-----------------------|
| REVENUE SUMMARY                    |                     |                           |             |                      |        |        |                       |
| OTHER REVENUE                      | 0                   | 3                         | -           | 3                    | 2      | 2      | 0                     |
| TOTAL REVENUES                     | 0                   | 3                         | -           | 3                    | 2      | 2      | 0                     |
| EXPENDITURE SUMMARY                |                     |                           |             |                      |        |        |                       |
| WATER DISTRIBUTION                 |                     |                           |             |                      |        |        |                       |
| CAPITAL OUTLAY                     | 0                   | 0                         | 0           | 0                    | 0      |        | 0                     |
| WATER DISTRIBUTION                 | 0                   | 0                         | 0           | 0                    | 0      | 0      | 0                     |
| ORGANIZATIONAL                     |                     |                           |             |                      |        |        |                       |
| DEBT SERVICE                       | 0                   | 0                         |             | 0                    | 0      | 0      | 0                     |
| ORGANIZATIONAL                     | 0                   |                           |             | 0                    | 0      | 0      | 0                     |
| TOTAL EXPENDITURES                 | 0                   | 0                         | 0           | 0                    | 0      | 0      | 0                     |
| REVENUES OVER/(UNDER) EXPENDITURES | 0                   | 3                         | 0           | 3                    | 2      | 2      | 0                     |

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| 24 -SAN JUAN E. D. C.<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21  | Nov-21  | Budget<br>Target<br>17% |
|--------------------------------------------|---------------------|---------------------------|-------------|----------------------|---------|---------|-------------------------|
|                                            |                     |                           |             |                      |         |         | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                            |                     |                           |             |                      |         |         |                         |
| SALES TAX REVENUE                          | 1,301,000           | 134,114                   | -           | (1,166,886)          | 1,189   | 132,925 | 10.31                   |
| OTHER REVENUE                              | 1,400               | 27                        | -           | (1,373)              | 11      | 16      | 1.92                    |
| OTHR FINANCING SOURCES/U                   | (104,593)           | (17,705)                  | -           | 86,888               | (8,852) | (8,852) | 16.93                   |
| TOTAL REVENUES                             | 1,197,807           | 116,437                   | -           | (1,081,370)          | (7,652) | 124,089 | 9.72                    |
| EXPENDITURE SUMMARY                        |                     |                           |             |                      |         |         |                         |
| SAN JUAN ECONOMIC DEV                      |                     |                           |             |                      |         |         |                         |
| SALARIES & WAGES/BENEFIT                   | 208,957             | 33,645                    | -           | 175,312              | 17,834  | 15,812  | 16.10                   |
| PURCHASED PROF/TECH SRVS                   | 289,100             | 17,796                    | -           | 271,304              | 8,046   | 9,750   | 6.16                    |
| PUR PROP SRVS & OTH SRVS                   | 91,800              | 16,299                    | -           | 75,501               | 7,973   | 8,326   | 17.76                   |
| SUPPLIES                                   | 25,800              | 2,863                     | -           | 22,937               | 2,627   | 236     | 11.10                   |
| CAPITAL OUTLAY                             | 10,000              | 217                       | -           | 9,783                | 52      | 165     | 2.17                    |
| DEBT SERVICE                               | 212,475             | -                         | -           | 212,475              | -       | -       | -                       |
| MISCELLANEOUS                              | 359,675             | 56,108                    | -           | 303,567              | 53,199  | 2,909   | 15.60                   |
| SAN JUAN ECONOMIC DEV                      | 1,197,807           | 126,929                   | -           | 1,070,878            | 89,731  | 37,198  | 10.60                   |
| OTHER PROJECTS                             |                     |                           |             |                      |         |         |                         |
| MISCELLANEOUS                              | -                   | -                         | -           | -                    | -       | -       | -                       |
| RETAIL INCENTIVES                          | -                   | -                         | -           | -                    | -       | -       | -                       |
| OTHER PROJECTS                             | -                   | -                         | -           | -                    | -       | -       | -                       |
| TOTAL EXPENDITURES                         | 1,197,807           | 126,929                   | -           | 1,070,878            | 89,731  | 37,198  | 10.60                   |
| REVENUES OVER/(UNDER) EXPENDITURES         | -                   | (10,493)                  | -           | (10,493)             | -       | 86,891  | -                       |



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| 29 -SAN JUAN ECONIMIC DEPNT. CORP<br>FINANCIAL SUMMARY | BUDGET<br>2020-2021 | YEAR-TO-DATE<br>REV./EXP. | ENCUMBRANCE | BALANCE<br>REMAINING | Oct-21 | Nov-21 | Budget<br>Target<br>17% |
|--------------------------------------------------------|---------------------|---------------------------|-------------|----------------------|--------|--------|-------------------------|
|                                                        |                     |                           |             |                      |        |        | % RECEIV.<br>EXPENDED   |
| REVENUE SUMMARY                                        |                     |                           |             |                      |        |        |                         |
| OTHER REVENUE                                          |                     | (15)                      | -           | (15)                 | (7)    | (7)    | -                       |
| OTHR FINANCING SOURCES/U                               | 104,827             | 17,705                    | -           | (87,122)             | 8,852  | 8,852  | 16.89                   |
|                                                        |                     |                           |             |                      |        |        |                         |
| TOTAL REVENUES                                         | 104,827             | 17,690                    | -           | (87,137)             | 8,845  | 8,845  | 16.88                   |
|                                                        |                     |                           |             |                      |        |        |                         |
| ORGANIZATIONAL EXPENSES                                |                     |                           |             |                      |        |        |                         |
| DEBT SERVICE                                           | 104,827             | -                         | -           | 104,827              | -      | -      | -                       |
|                                                        |                     |                           |             |                      |        |        |                         |
| ORGANIZATIONAL EXPENSES                                | 104,827             | -                         | -           | 104,827              | -      | -      | -                       |
|                                                        |                     |                           |             |                      |        |        |                         |
| TOTAL EXPENDITURES                                     | 104,827             | -                         | -           | 104,827              | -      | -      | -                       |
|                                                        |                     |                           |             |                      |        |        |                         |
| REVENUES OVER/(UNDER) EXPENDITURES                     | -                   | 17,690                    | -           | 17,690               | 8,845  | 8,845  | -                       |

## 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  
Rick 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 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 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:**
  - 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](mailto:publiccomments@sjtx.us) or (2) by Dropping Off the Request in the Drop Box Next to the

**CITY OF SAN JUAN  
CITY COMMISSION MEETING  
TUESDAY, FEBRUARY 09, 2021**

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 read after an unrepresented year we're hitting restart as the coronavirus continues to impact our communities, staying healthy is more important than ever commit by joining your community in the 2021 its time Texas Community Challenge. Mrs. Cavazos presented Mr. Joel Cavazos with PSJA District that will be giving a short presentation on the challenge. Mr. Cavazos stated ITT Challenge is promoting good health wellbeing for mental as well as and it's been going on for several years and he knows that PSJA went into this challenge to promote these initiatives for the past three or four years as a district they didn't do so well the first years but last year they got first place and this year they're in first place again passing Pasadena and Mayors and residents are joining as well as our neighbor cities.

- B. Presentation on Emergency Management Update for 2020, Upcoming 2021 Hurricane Season and Covid-19 Vaccine Community Clinic.

**DISCUSSION:** Mr. Tirzo Garza, Chief of Fire gave a quick update on the 2020 Hurricane Hannah and he mentioned that he got some numbers that were submitted as a compiled and submitted them to the county for our daily DSO daily summary, free landfall, and had sand bag distribution on the 23<sup>rd</sup> of July and passed out 2,000 sandbags and then we did 1,000 on Friday so it was a total of 3,000 sandbags that they distributed. He added that as far as the Public Assistance that was submitted to the county for debris clearance it was a total of \$38,017.18. Emergency Proactive Measures that was in preparation for both. The landfall was \$23,566.99 and buildings and equipment as far as damages it was \$22, 529.62, The Public Utility System, Mr. David Salinas had a pretty massive damage with a total of \$52,550 and recreational was \$16,176.00. He added that some of this numbers might be additional but there are the ones that were submitted to his office and they were submitted to the county. Mayor Mario Garza asked who will have the totals of the reimbursement. Chief Garza replied they go through risk management. Mayor Mario Garza asked if they can please present those amounts on our next commission meeting. Chief Garza further added as far as the 2020 is when the pandemic kicked in which was in mid-march, they started purchasing mask and things like that for the employees and in July they started contacting the State and we have 10,000 K95 masks for public safety and the tree ply mask, we have another 10,000. He stated as far as Covid, he met with Mr. Arjona in the afternoon and it looks like we will be selecting a date to run the clinic here in San Juan and he already contacted the EMS Provider and we either going to join with them or the other option will be the school district, is just a matter of coordinating all depending on how many vaccinations we secured and we have the wrist band color coded good to go. Mayor Mario Garza advised to please post this information on social media once we have the set date.

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

**DISCUSSION:** Commissioner Jesus "Jesse" Ramirez asked Mr. Roberto Escobar, Director of Planning and Zoning under health department there was 20 letters sent out and apparently only 8 renewed their business permit., what happened to the other 12 to which Mr. Escobar responded it all depends where they're at in the process during that month when they mailed out the letters, they will end up coming in or they send out the health inspector. Commissioner Ramirez asked Mr. Patrick Willingham, Director of Parks and Recreation if they were renting the Baseball Field to which Mr. Willingham responded for practices yes. Commissioner Ernesto Guajardo asked if the side where the football court is, if that was available for everyone to which Mr.

**CITY OF SAN JUAN  
CITY COMMISSION MEETING  
TUESDAY, FEBRUARY 09, 2021**

Willingham responded yes. Commissioner Ramirez asked Mr. Willingham for the outcome on the pony baseball to which Mr. Willingham responded they didn't have anything concrete; they were trying to pull the valley cities as far as who would be interested in hosting but they haven't received a definite response. But we do want to do something for the kids to keep them active. Commissioner Marco Villegas asked if they could please start generating monies for the pony league. Mayor Mario Garza asked Mr. Willingham to also consider the girls softball as well. Mr. Willingham agreed.

**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 informed, Ms. Garza is opening a restaurant at the commercial plaza located at FM 495 and Cesar Chavez Road, where Lisa's Sports Pub and Rolling Dice were located. She is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit at the proposed "Micheladas and Mariscos El Primo". The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 2:00 a.m. Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-three (23) property owners within a two hundred (200) feet radius and received no comments in favor or against the request.

Mayor Garza opened the Public Hearing at 6:31p.m. There were no comments from the public.

Mayor Garza closed the Public Hearing at 6:31p.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 informed the applicant is proposing to operate a portable food concession stand at corner of Sioux and Veterans Boulevard. The proposed days and hours of operation are every day from 5:00 p.m. to 10:00 p.m. 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 the application.

Mayor Garza opened the Public Hearing at 6:32 p.m.

Commissioner Guajardo asked if this was in the corner of Sioux and Veterans to which Mr. Escobar responded yes. Commissioner Guajardo asked if we require restrooms for the trailer that he wants to put in the property to which Mr. Escobar responded yes and he's going to have portables. Commissioner Ramirez mentioned to Mr. Escobar that there are no minutes for the meeting that took place regarding this item but that he wanted to know the reason

why 1 voted against. Mr. Escobar responded there wasn't any pavement so they had issues with having a lot of mud in the area but Mr. Escobar mentioned a lot of this trucks wont sale when it's raining.

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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 informed, Mr. Leal is applying for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Wacky Snacks” located at 41st Street and Veteran Boulevard. The business is a snack shop and is applying for On-Premise Consumption just to allow them to open a wine container to add it to products. The proposed days and hours of operation are Monday to Sunday from 1:00 pm to 11:00 pm. Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Seven (7) property owners within a two hundred (200) foot radius and received no comment in favor or against this request.

Mayor Garza opened the Public Hearing at 6:35 p.m.

Commissioner Guajardo asked if this 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 informed, the Planning Department is processing a residential subdivision located at the Southwest corner of Ridge and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City’s policy to annex subdivisions processed and approved within the city’s ETJ. In January 12, 2021, the City Commission approved a Resolution 21-02 accepting petition for voluntary annexation and setting dates and times for public hearings. The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Garza opened the Public Hearing at 6:36 p.m.

Mr. Alfonso Quintanilla with Quintanilla Health and Associates Engineers from Edinburg, he’s the project engineer representing Mr. Cantu on this property. The entire property which is 33.93 acres with 5.42 acres being outside the city limits and that’s why we are asking to please consider annexation that portion of the 5.42 acres.

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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 informed, the Planning Department is processing a residential subdivision located at the Southwest corner of Ridge and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City’s policy to annex subdivisions processed and approved within the city’s ETJ. In January 12, 2021, the City Commission approved a Resolution 21-03 accepting petition for voluntary annexation and setting dates and times for public hearings. The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Garza opened the Public Hearing at 6:39 p.m.

Mr. Alfonso Quintanilla with Quintanilla Health and Associates Engineers from Edinburg, he’s the project engineer representing Mr. Cantu. He stated this was approved several month ago and they are near the completion of it and they were both aware that it was outside the city limits but they were making efforts to see how they can make it happen to bring it to the city so the next item that they are going to consider is actually part of this process but they were able to get the drainage district to agree annex a portion so that its adjacent to our current city limits so that we could possibly do our request.

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.

**DISCUSSION:** Mr. Roberto Escobar informed, the Planning Department is processing a residential subdivision located at the Southwest corner of Ridge and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City’s policy to annex subdivisions processed and approved within the city’s ETJ. In January 12, 2021, the City Commission approved a Resolution 21-04 accepting petition for voluntary annexation and setting dates. The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Garza opened the Public Hearing at 6:41p.m.

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Mayor Pro Tem Sanchez asked if this was just for the drainage and who serves it to which Mr. Escobar responded it's the Hidalgo County Irrigation System District. Mayor Pro Tem Sanchez asked if after they annexation, we will be responsible for the drainage to which Mr. Escobar responded yes.

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. Roberto Escobar informed the developer is proposing to subdivide an 0.895-acre tract into one (1) lot in order to build an apartment complex. The property is located at the Southwest corner of FM 495 and Hooper Street. The proposed subdivision is located in a flood zone "C" according to the FEMA 1. To not comply with the 15-foot utility easement around the subdivision. They are proposing a 10-foot utility easement. Water a sewer services will be provided by the City of San Juan. Additional fire hydrants shall be located every 300 feet. Water line shall be looped to the 8-inch water line as per San Juan Fire Department requirements.

Mayor Mario Garza asked if 15 to 10 was enough room to which Mr. Escobar responded yes, the city prefers 15 but 10 are 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 informed; the developer is proposing to subdivide 18.32-acre tract into thirty (30) residential lots. The property is located Cesar Chavez and Hall Acres Roads. In February 2020, the city approved the Valley Ranch Subdivision No. 1, located to the East of the proposed subdivision. It is noted, that part of the subdivision is located outside the city limits of San Juan. The Planning Department Staff is working on the annexation of the East side of the proposed subdivision. Water service will be provided by the Military Highway Water Supply Corporation and sewer will be provided by the City of San Juan. Additional fire hydrants shall be located every 500 feet. Water line shall be looped to the 8-inch water line as per San Juan Fire Department requirements. The project engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets.
3. To not comply with the water line looping as requested by the City of San Juan.
4. To not comply with the secondary exit as requested by the City of San Juan.

Mayor Mario Garza asked if they needed to pay everything upfront to which Mr. Escobar responded yes that they had the developers paid up front. City Attorney, Ricardo Palacios added that if they approve this item now, they will need to have an ordinance to try to collect those park fees from either the developer or the



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actual builder requesting the permit. Right now what they have in front to approve is the variance not the park fees. Commissioner Villegas added that he thinks we should approve what they are requesting so that we can start having new development and benefit the City of San Juan. The developers informed the city commission that they were not trying to argue against the amount of the fee, all they're asking for is for half of the burden and give the lord owner half of the burden, they don't have to buy the lot, they can go buy somewhere else where there's no park fees or where they don't split the park fees. They will have options. Commissioner Ramirez asked Mr. Cantu and Mr. Escobar as far as the park fees, we will collect those fees but it doesn't mean that there's going to be a park in your neighborhood to which Mr. Cantu responded we have discretion on those monies. Commissioner Ramirez asked if we approve this, the difference which is half will it be included in the contract with Mr. Cantu to which Mr. Cantu responded that there will be a line item explaining that to the buyer. Commissioner Ramirez added that that's why it should be included in an ordinance that the extra fees are going to be paid by the builder. City Attorney, Mr. Palacios, advise if council wishes to go that route, they just have to instruct obviously our director or city manager, they can help start drafting that ordinance and have something like that for the city so that way when the situation presents itself. Mr. Cantu stated we've never had an issue; nobody has ever said anything about hidden park fees. City Attorney, Mr. Palacios advised if this council was considering maybe adopting such ordinance, then the situation will probably be better to not take action on this particular item right now.

**Commissioner Marco "Markie" Villegas made motion to approve upon contingency of the park fees and the handicapped ramp. 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 informed, the developer is proposing to subdivide 33.93-acre tract into one hundred and forty (140) lots. They are proposing the twenty-nine (29) multi-family lots and one hundred and eleven (111) residential lots. The property is located at the Southwest corner of Cesar Chavez and Ridge Roads. The proposed subdivision is located in a flood zone "B" according to the FEMA Map. The subdivision will have eleven internal streets and three (3) entrance/exit along Cesar Chavez Road and two (2) entrance/exit along Ridge Road. It is noted, that part of the subdivision is located outside the city limits of San Juan. Planning Department Staff is working on the annexation of the area located outside the city limits. A rezoning request will be required for the multi-family area. Water and sewer services will be provided by the City of San Juan. Additional fire hydrants shall be located every 500 feet. Water line shall be looped to the 8-inch water line as per San Juan Fire Department requirements.

The project engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets.
3. To not comply with the 20-foot rear setbacks for all lots. They are proposing 10-foot instead of the 20-foot required by code.
4. To not comply with the 6-foot side setback for all non-corner lots. They are proposing 5-foot side setback.
5. To not comply with the 20-foot front setback for cul-de-sac lots. They are proposing 15-foot front setback.
6. To not comply with the 15-foot utility easement. They are proposing a 10-foot utility easement instead of the 15-foot required by code.



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7. To not comply with the 60-foot frontage for Single-family residential lots.
8. To not comply with the 6,500 sq. ft. lot area for corner lots in a single-family residential district.
9. To not comply with the 150-foot frontage for Multi-family residential district.
10. To not comply with the lot area for Multi-family residential district.
11. To not comply with the lot depth for Multi-family residential district.
12. To not comply with the block length of 800 feet.
13. To not comply with the 12-inch sanitary sewer along Cesar Chavez Road.
14. To not comply with the 12-inch water line along Ridge and Cesar Chavez Roads. They are proposing an 8-inch. Water line. During the regular meeting on February 4, 2021, the Planning and Zoning Commission unanimously recommended denial of the Preliminary and Final Plat and variances with a 6-0 vote.

Mr. David Salinas, Director of Utilities, stated the eight inch water line our master plan shows for a twelve inch and in fact the twelve inch is already installed by our project engineer. The twelve inch will continue on south to be to provide sword the southern properties. As it is there is not sewer in the area it is our CCN our ordinance requires that they extend the sword to and through and he's requesting that it stays twelve inches to be able to provide sword and merge further distance that the eight inch wheel. Second, the Cesar Chavez widening when it gets to that area, they are replacing the existing eight inch with a twelve inch to be able to feed the tank that's on ridge road.

**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 informed, the subdivision was processed by the Planning and Zoning Commission in November 7, 2019 and by the City Commission in November 12, 2019. At that time the Project Engineer requested the following variances:

1. To not comply with the 20 foot rear setback required by code. He is proposing 10 feet for all lots.
2. To not comply with the 6 feet side setback for all non-corner lots. He is proposing 5 feet for all non-corner lots.
3. To not comply with the 20 foot front setback for curl-de-sac lots. He is proposing 15 foot for Lots 7-10, 24-27 and 94-96.
4. To not comply with the 15 foot utility easement. He is proposing 10 foot utility easement for Lots 1-33, 76-82 and 93-107.
5. To not comply with the minimum lot width of 60 feet for residential lots. He is proposing 55 to 56 feet for Lots 2, 3, 5-8, 11-23, 25, 26, 28-33, 35, 46, 49-60, 63-74, 77-79.
6. To not comply with the minimum lot area of 6,500 square feet for corner lots for single family use. He is proposing single family lots of 6,180 square feet to 6,290 square feet for Lots 4, 47, 48, 75 and 76.
7. To not comply with the minimum lot width of 150 feet for multi-family lots. He is proposing 75 feet to 88.52 feet for Lots 81-94 and 96-107.
8. To not comply with the minimum lot area of 22,500 square feet required by code. He is proposing 9,517 square feet to 12,401 square feet for Lots 81-94 and 96-107.

All variances were granted by the City Commission in November 7, 2019.

Variances Requested:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by

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individual requesting the building permit.

2. To not comply with the handicap ramps at corners on internal streets. Developer is proposing that person in charge of the building permit install those handicap ramps.
3. To refund half of the Park Fee that was paid to the city in December.

**Commissioner Marco “Markie” Villegas made motion to approve based on the contiguous, and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

- 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 subdivision was processed by the Planning and Zoning Commission in February 6, 2020 and by the City Commission in February 11, 2020. At that time the Project Engineer requested a variance to not comply with the secondary exit as requested by the Fire Department and to not comply with the water line looping as requested by the Utilities Department.

It is noted that Project Engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets. Developer is proposing that person in charge of the building permit install those handicap ramps.

**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 is an existing agreement but unfortunately during the pandemic we kind of let it pass and right now it’s expired and that’s why we are bringing it to you to renew it effective January 1<sup>st</sup> 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, it’s from 73 percent to 75 percent but it’s based on what they use for example if they use 100 gallons of water, we only charge 85 for sewer.

*No Action*

## **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 stated this is the resolution for 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. Discussion of dates and designation of polling places for Early Voting and Election Day. 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 range from April 19<sup>th</sup> through April 27<sup>th</sup> and then the Election Day is a mandated date along with the time. Commissioner Ramirez asked who was running the election if the city or the county to which Mrs. Cavazos responded we still haven’t clarified that because we are still waiting on quotes.

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**Commissioner Marco “Markie” Villegas made motion to approve the time, date and 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 County Urban County Program.**

**DISCUSSION:** Mr. Escobar informed the City Commission enclosed is a Resolution with the proposed budget for Fiscal Year 34 (2021) of the Hidalgo County Urban County Program. The budget includes \$3,000.00 for General Administration, \$310,956.00 for Street Improvements, \$5,000.00 to Amigos del Valle, \$7,000.00 to Nuestra Clinica del Valle, \$3,000.00 for Capable Kids Foundation and \$2,000.00 for CASA of Hidalgo. The \$263,282.00 for street improvements would cover the materials and engineering/geotechnical expenses for the repaving of some streets in the City of San Juan. Commissioner Jesus “Jesse” Ramirez asked Mr. Escobar in the future if he can please include in his project sheet how many people are being served by those funds that they’re providing.

**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 9.32-acre 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 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

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Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed. (5-0).

**X. EXECUTIVE SESSION: 7:15 p.m.**

- 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 at 7:15 p.m. and was seconded by Mayor Pro Tem Sanchez. Motion Passed (5-0).

**XI. RECONVENE: 8:30 p.m.**

Commissioner Ernesto “Neto” Guajardo made 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*

**XII. ADJOURNMENT 8:31 p.m.**

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:**

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**Brenda Escalante, Interim City Secretary**

## MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Tuesday, March 23, 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 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 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:** No Public Comments
- V. PRESENTATIONS:**
  - A. Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.

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**DISCUSSION:** Commissioner Jesus “Jesse” Ramirez asked Mr. Roel David Salinas, Director of Utilities if he could clarify the unreported information in his report to which Mr. Salinas responded the unreported is an estimate based on the amount of water that they lose at a water break or water leak, they use a calculator that was developed by the City of Austin and it determines the size of the crack of the pipe and enter the length into the calculator and the number of hours or minutes that it ran based on when they were notified so that gives them an estimate of those numbers. Those numbers are fairly conservative because they don’t account for absorption of the water into the ground. Commissioner Ramirez stated the reason why I’m asking is because there is a resident that lives on Miguel Hidalgo and she’s reported a leakage on the alleyway and apparently people have gone out there. Mr. Salinas stated we went and the neighbor had emptied a pool into that alley and that’s with standing water from the pool. Mr. Salinas added we’ve gone out there three times and there’s no visible leak and the other option would be to dig and check if there’s something in there but they would have to dig the alley. Commissioner Ramirez stated the residents concerned was that during the day it will dry up but then at night, overnight it over loads. Mr. Salinas stated I can schedule one of the operators to go by at night time and see if they see any sprinkler heads flowing the area. Mayor Pro Tem Leonardo “Lenny” Sanchez advised maybe as early as day breaks in the morning because it should be fresh. Mayor Mario Garza stated I had a compliment in regards to water leaks as well on the alleys on right off hackberry towards the back. Commissioner Ramirez asked Chief Tirzo Garza if we haven’t set up a penalty for false alarm calls which Chief Garza responded they are currently working on it. Benjamin Arjona, City Manager added they are working on an Ordinance. Mayor Mario Garza asked if the ordinance was for fire individuals to which Chief Garza responded they are doing a study to more less how high activations, because one of the number one that they have false alarms activations is the ISD, along with some other business. So they are looking into maybe three or after five of them set up a fee. Commissioner Marco “Markie” Villegas asked Mr. Roel Garza, Director of Sanitation/ Public Works status on the brush pick up to which Mr. Garza responded they are in schedule and have all the street crews helping out also. He added April 1<sup>st</sup>, they will be on the North Side. Commissioner Jesus “Jesse” Ramirez asked Mr. Roel Garza if they have replaced Mr. Martin Zepeda to which Mr. Garza responded that they’re in the process. Commissioner Ramirez asked about the speed bump on Silver Circle, which is made out of asphalt. Some of the concerns is that they are too wide and vehicles are getting damaged. Mr. Roel Garza responded he will go out there and check it out. Mayor Mario Garza asked Mr. Roel Garza what truck are we using for the recycling bins, and asked if he can please consider figuring out if we can purchase one or two recycling trucks only designated for recycling. Mr. Arjona stated as a matter a fact, they spoke about this at last staff meeting and this was one of the things that the department directors are going to be providing to him so that they can make an assessment as to what it is that is actually needed as far as trucks, side loaders, front loaders or even brush trucks or any other equipment needed.

## **VI. PUBLIC HEARINGS**

- A.** Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “La Casona Bar” located at 202 W. Business 83, legally described as the West 125 feet of the East 605 feet of Park Lots, as Requested by Jose Alfredo Vasquez.

**DISCUSSION:** Mr. Roberto Escobar, Director of Planning and Zoning informed that the applicant is taking over Prim’s Place that was originally open in the year of 2012. He is applying for a conditional use permit for the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption and late hours permit until 2:00 a.m.

Applicant must comply with the TABC requirements. Conditional use, occupational and health permits must be renewed every year with the City of San Juan.

Staff mailed a notice of the public hearing to eleven (11) property owners within the 200 foot radius and no comments were received.

Mayor Mario Garza opened the Public Hearing at 6:12 p.m. There were no comments from the public.

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Mayor Mario Garza Closed the Public Hearing at 6:12 p.m.

**Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).**

**VII. ORDINANCES**

- A. Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being a 23.70-acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Records in Volume 1, Pages 24 - 26, Hidalgo County Texas, located at the Northwest corner of Hall Acres and Chavez Road, as Requested by OC Development, LTD.

**DISCUSSION:** Mr. Roberto Escobar, Director of Planning and Zoning informed that The Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-03 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**DISCUSSION:** Mayor Mario Garza asked if they were complying with all the conditions to which Mr. Escobar respond yes.

**Commissioner Jesus “Jesse” Ramirez made motion to approve and was second by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).**

- B. Consider Adoption of an Ordinance in First Reading of the Voluntary Annexation Petition of the Hidalgo County Drainage Canal being a 5.68-acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Recorded in Volume 1, Pages 24 - 26, Hidalgo County, Texas, located at the Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.

**DISCUSSION:** Mr. Roberto Escobar, Director of Planning and Zoning informed that The Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-04 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**Commissioner Ernesto “Neto” Guajardo made motion to approve and was second by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).**



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- C. Consider Adoption of an Ordinance in First Reading Amending Appendix A - Unified Development Code, Chapter 3 - Subdivision Regulations, Article III Procedures and Requirements, Section 3.00 Design Standards, Subsection (i) Parks and Playgrounds, Paragraph (3) Park Dedication or Fees-In-Lieu of Requirements of the City of San Juan's Code of Ordinances for the Purpose of Establishing Certain Fees in Lieu of Parkland Dedication.; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for a Severalty Clause; and Providing for a Repealer Clause.

**DISCUSSION:** Mr. Roberto Escobar, Director of Planning and Zoning informed that the city brought this up in the city commission in the past and asked for a parkland fee ordinance to be re updated which is part of the subdivision ordinance and basically currently a developer has to dedicate property or pay a 100 percent of park fees so we are going to allow developer to pay half and the builder to pay the other half. Mr. Ricardo Palacios, City Attorney added that after he reviewed the other ordinances they went ahead and added that if it's on the ETJ, they need to get all of it because the permits will come through us and they will go through the county. That is the reason they went ahead and included that provision because it protects the city.

**Commissioner Jesus "Jesse" Ramirez made motion to approve and was second by Mayor Pro Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0).**

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

- A. Discussion and Possible Action to Approve an Inter-Local Billing Agreement Between the City of San Juan, Texas and Military Highway Water Supply Corporation and Authorize the Mayor to Execute all Related Document and Budget Amendment as Needed.

**DISCUSSION:** Mr. David Salinas, Director of Utilities informed the city commission, we recently found out that there's a couple of subdivisions in the city of San Juan that received service for sewer from us. They are within the military highway CCN for water services and unfortunately they are not getting billed. This agreement will allow us to enter into a contract with military highway so that they can bill for the sewer services that are being provided currently by the city to those subdivisions. The agreement will include the following subdivision: Summer Heights Subdivision, Hall Acre Estates, Vianey Subdivision, Gary Jackson Subdivision, Steward South Subdivision, Castillo Subdivision, Valley Ranches, Valley Ranches Phase II, and Cesar Heights Subdivision. Mayor Pro Tem Sanchez asked if we are going to pay a fee to which Mr. Salinas responded yes, the fees are listed in the agreement and the city will be responsible for paying this.

**Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

- B. Discussion and Possible Action to Approve the Renewal of the Wholesale Wastewater Treatment Inter-Local Agreement by and Between the City of San and North Alamo Water Supply Corporation and Authorize the Mayor to Execute all Related Documents and Budget Amendment as Needed.

**DISCUSSION:** Mr. Benjamin Arjona, City Manager stated there's discrepancy of five pennies on the waste water. Mr. Arjona asked if they can consider taking no action at this time because he would like to do a more thorough assessment and look more into it before we actually assess the flight plan and maybe three, two pennies opinion. It may not be that much but its five pennies that there's a discrepancy that we are seeing as when we do the average.

***No Action***

- C. Consider Selecting a Constructability Review Firm and Authorize the City Manager to Enter Into a Contract for Constructability Review Service Per RFQ 21-02-02-22.



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**DISCUSSION:** Mr. David Salinas, Director of Utilities stated we solicited proposals for constructability review services, we received four statements qualifications: S & B Infrastructure, ASD Consultant Inc, AGCM, Construct Ability, LLC. Mr. Roel Garza and Mr. Salinas reviewed the proposals but unfortunately, he did not attach but he has copies of the review requirements for the city commission review. Each of the firms was ranked. On number one is the score that Mr. Garcia gave him, the second column is the score that Mr. Salinas gave them. The project teams were ranked on demonstrating the competency and experience with the project and they were going to give it up to 35 points for that project, the second one was project team and resumes on the team that they were going to assign to do the project for the city, number three was the project approach and the recent points for that one and the second one was 20 and then number four was adherence to the affirmative action and the reason that's in there it's just in case we decide to seek funding to Texas Water Development Board and already covered the side that they are complying with the affirmative action with DBE Programs and the Women Minority owned programs and disadvantage programs, for that one was 15 points. Commissioner Jesus "Jesse" Ramirez asked what the company will do to which Mr. Salinas responded any time that we have a project, they will take the project and review them and they will negotiate a fee with the city based on the project size and present that to the city commission to negotiate the amount and for approval. What they are going to do is review the cost estimate that we receive and the design that they did can be constructed for the amount of money that we were told it could be and the other job would be is that if there's a change order, they would help the city negotiate the change order based on their construction experience on how the project should cost. Commissioner Ramirez asked if we were in contact already with any of the constructability companies to which Mr. Salinas responded no. Mayor Mario Garza added that he doesn't like the language of changing orders. Mr. Salinas stated there are there to help us make sure those change orders don't come and that's why constructability review is to make sure that what is being designed, the contractor is going to be able to build without applying for a change order that is what their role is going to be so that we don't have that change order. Mayor Mario Garza Mr. Salinas he mentioned that charge orders can happen to which Mr. Salinas responded for whatever reason they would help to review that so that the change order doesn't exist the money but their job for the constructability review is to be able to review up front and to make sure we don't have change orders and to make sure that we won't be hit with surprises later on down the road. Commissioner Jesus "Jesse" Ramirez asked that if the company that they approve is going to look at each and every project that comes to the table for the city for the year to which Mr. Salinas responded if the city commission decides, it will be based on project basis. So, for instance a roadway, we have a project and we want that reviewed, then we can negotiate an agreement with that company to review the project and it's not monthly fee, its per project only. Mayor Garza asked if an engineer or someone comes up to the city and says look its going to cost you guys two million dollars to work on the street projects and if it goes over, he's concerned are the change orders because they are the experts. Mayor Pro Tem Leonardo "Lenny" Sanchez asked if they will actually assure us and do a review so we avoid any change orders for whatever reason to which Mr. Salinas responded right now without this, we would have absorbed, we would have this world record. With this one, the companies we can negotiate for them an agreement if they say that we are going to save and we didn't, then we can talk to them about that and it can be something we can we can discuss with them. Mayor Garza added that he just doesn't want any change orders because he's very adamant about it because going through the experience he's going through all those changes. Mr. Salinas added that is why we are going through all of this closely because if we all recall, we put out another project out for bid and it came out almost three hundred thousand dollars over the estimated cost. Mayor Mario Garza asked Mr. Salinas, how much time do we need to talk about what was mentioned to which Mr. Salinas responded he can have it by the next city commission meeting. Mayor Mario Garza made a recommendation to go ahead and tabled this item.

**Mayor Mario Garza made motion to table the item and was second by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0).**

**IX. CONTRACTUALS**

- A. Consideration and Approval of an Interlocal Agreement between Hidalgo County and the City of San Juan (San Juan I Head Start Center) located at 200 North Cougar, San Juan, TX.**

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**DISCUSSION:** Mr. Benjamin Arjona, City Manager stated this is the same renewal Interlocal Agreement that we have on a yearly basis, this is the one where we get twelve dollars a year.

**Commissioner Jesus “Jesse” Ramirez made motion to approve and was second by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).**

**X. RESOLUTIONS**

- A. Consider and Approval of a Resolution in Support of Legislation SB 1465 Filed by State Senator, Juan "Chuy" Hinojosa and HB 4119 Filed by State Representative, Ryan Guillen and any other Action to Relating to Operation of the Texas Small and Rural Community Success Fund Program Administered by the Texas Leverage Fund Program.

**DISCUSSION:** Mr. Benjamin Arjona, City Manager stated as we recall about two years ago, we did pretty much the same thing support and this is so that we can get that Texas Leverage Loan Program going. This is a support letter that we're going to send over to hopefully we can get it approved.

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and was second by Commissioner Jesus “Jesse” Ramirez. Motion Passed. (5-0).**

**XI. CONSENT AGENDA**

- A. Tax Collection Report - February 2021

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approved and was second by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).**

**XII. EXECUTIVE SESSION: 6:36 p.m.**

- 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 et seq. and §551.071 Consultation with Attorney.
  - 1. Pursuant to Section 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS and 551.071 CONSULTATION WITH ATTORNEY; Deliberation Regarding the Economic Development Incentive Agreement between the City of San Juan, San Juan EDC and The Shops at San Juan, LLC.

**Commissioner Ernesto “Neto” Guajardo made motion to enter into executive session at 6:36 p.m. and was second by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

**XIII. RECONVENE: 6:43 p.m.**

**Commissioner Jesus “Jesse” Ramirez made motion to reconvene at 6:43 p.m. and was second by Commissioner Marco “Markie” Villegas. 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 Meetings, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.
  - 1. Discussion and Possible Action Regarding Amendment to the Economic Development and Incentive Agreement between the City of San Juan, San Juan EDC and The Shops at San Juan, LLC.

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**DISCUSSION:** Mr. Benjamin Arjona, City Manager stated as his recommendation as it was discussed was to make an amendment to the 380 agreement that we currently have in place for \$275.000 on our 380 agreements.

**Mayor Mario Garza made motion to approve and was second by Commissioner Ernesto “Neto” Guajardo. Motion Passed (5-0).**

**XIV. ADJOURNMENT 6:44 p.m.**

**Commissioner Jesus “Jesse” Ramirez made motion to adjourn at 6:44 p.m. and was second by Commissioner Marco “Markie” Villegas Motion passed (5-0).**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**

## MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Tuesday, April 13, 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  
Maria Lourdes Beltran, Assistant 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  
Ruben Guajardo, Assistant Director of Parks & Recreation

### **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
- III. PLEDGE OF ALLEGIANCE:** All
- IV. PUBLIC COMMENTS:** No public comments
- V. PRESENTATIONS:**
  - A. Proclamation Proclaiming the Week of April 11,17, 2021, as a Public Safety Telecommunicators Week.

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**DISCUSSION:** Benjamin Arjona, City Manager stated this is the week where we proclaim the telecommunication staff. They're the unseen first responders so this week is dedicated to them. Mr. Arjona thanked those individuals that are behind the 911 distress calls and those are the ones that actually take care of us very well. Chief of Police, Ruben Morin, came forward and mentioned how important it was for him to do the recognition this week because they are the backbone to the police department, city and to the fire department and for that this week we celebrate the unseen heroes of law enforcement. These heroes are the most dedicated loyal disciplined and committed individuals that we will encounter and for us we are lucky and blessed enough to work with them and to have them as coworkers and teammates because that's what they are. These people wear many hats, they are psychologists, therapists, first rate communicators, among other specialized occupations. They are rarely seen but their voice is the first thing one we hear when they call the police department. They multitask on a daily basis from answering the 911 systems answering the police department landlines entering and managing police radios and the fire department reviews and answering and management. They're doing all of this while they're having to also dispatch the amusement services. This takes a lot and for the folks that have never seen have taken the time to sit in the communication room it is a lot for only one individual, we're lucky sometimes if we have two individuals working there. This people have the nerves of steel. They have to deal with our great people, people that are screaming for help at them while still dealing with that, they're having to respond to the radio and responding to the officers who are asking for backup. They also have to remain calm and collective which that says a lot about them. These people are known as a thin yellow line, we have red eye and the blue line but they are known as the yellow and the thin yellow line and Chief is proud to say that they are the San Juan Police Department Public Safety Telecommunicator Officers. Officers such as Samuel Arroyo, Jennifer Gutiérrez, Norma Linda Rodríguez, Benito Garza, Sujey Mireles, Herman De La Rosa and Natasha Cordero. We the San Juan Police Department and the City of San Juan and the citizens of San Juan are indebted to them. Chief publicity wanted to thank them and tell them that they are a vital part of the San Juan Police Department.

**B. Presentation of the National Elementary Honor Society Project from Carman Elementary at the San Juan Wetlands.**

**DISCUSSION:** Patrick Willingham, Director of Parks and Recreation came forward and shared some words of sympathy with those present for their lost in regards to our employee who passed over the weekend. Mr. Ruben Rodriguez was with the city for a little over seven years and he just wanted to say that he was a very valued employee in our department, anybody you talked to in our department will tell you the same. He wore a lot of hats for his department as well, he was their liaison between our outside staff and our inside staff, he would always tell the staff "Hey, you want to take care of it on this side of the office, or do you want to go to that side of the office? Because if you go to that side of the office, its going to get more than he would take care of it." He just knew how to talk to everybody from day one. Mr. Willingham added when he started four in a half years ago, he helped him and showed him who different people were from coaches to staff to city employees and he really just did a lot of things that go unseen but we all saw it every day and that is something that we can't replace from him. Someday eventually will have to take that spot but he heard then out when it was needed. His quote was always "We're going to get the job done" He would do a lot of behind-the-scenes work, he wasn't out on the front lines and he didn't want to be, he didn't want the recognition. Mr. Willingham stated he just wanted to take a minute or two and let everybody know who's watching how important he was to us. Mr. Willingham moved forward presented the kids from Carmen Elementary and stated he has a group of National Elementary Honor Society Members, they have several projects to do throughout the year service projects and they reached out to see what they could do with the city and he knew about a month ago that we were still king of limited on our programs and stuff but one of the things that popped out was our scenic wetlands that we have over at the parks office in the back and they took a hit as far as some of our native vegetation and freezing over the month of February. They brainstormed a little bit and they came up with a project which as you can see on the slide show. Mr. Willingham stated they came out that morning and they got a little rundown of what it was all about and they got to work and within about two and a half hours, that area transformed pretty nicely. Mr. Willingham introduced our Carmen Elementary National Honor Society Group and the principal Mr. Adrian Karr. Mr. Karr came forward and thanked the Mayor and City Commission for giving them the opportunity to work with the City of San Juan because it's a great pride in having the kids participating in city events. Mr. Karr introduced some of the kids that showed up today: Ryan Gongora, Jacob Delgado, Avery Carpio, Sergio Gaytan, Eliza Cortez, Roel Lopez, Rolando Lopez, ad Emma Cantu. They also had a couple of sponsors that went out there Mrs. Izaguirre who is the Chapter Sponsor and Mr. Alfonso Perez and the Assistant Principal Mrs. Gisela Ramirez. Mr. Karr went ahead and thanked Mr. Willingham. Ruben Guajardo and all of his staff because when they reached out to him, he made it happen and all they needed to do was show up. He also thanked Mr. Allen Williams who works with PSJA ISD,

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because even though he took the kids out from the classroom, the classroom was outdoor that day and Mr. Williams went through it to the point where they were able to get together and give the kids some education outdoors. Last but not least he went ahead and thanked the kids' parents for always being very supportive of anything that they do on campus. Mr. Willingham came forward and shared that when Ms. Claudia Alvarado mentioned the story, he went ahead and said sure, absolutely and mentioned that student Sergio Gaytan was the mastermind that helped out and made this happen.

- C. Presentation of Fiscal Year 2022 Community Project Funding Sponsored By Congressman Vicente Gonzalez.

**DISCUSSION:** Ruben Morin, Chief of Police stated this fiscal 2022 community project funding information in court it is spearheaded by congressman Vicente Gonzalez, this grant is basically our project, its combined and what they are wanting to do is going to be more of a regional funding and they are going to be in the City of McAllen and or City of Mission Police Department will be handling the writing of the grant and from there once the monies are divided, or they decide what project will benefit the whole industrial county, that's where the money is going to go but we will be part of the decision. He added that he wanted to give the commissioners a heads up of that project and that they're telling us that is going to be 3 million for Hidalgo County and 2 million is going to be sending to Cameron County among the Police Departments.

- D. 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, acknowledge that last week on Wednesday, we had the vaccine drive for Covid- Moderna and he congratulate and thanked every single staff member that was out there helping out through the process. At first it was a little nerve- wracking because we hadn't done it before and Chief Tirzo Garza did an awesome plan as to the process on how it was going to take place, the flow was just perfect, it was great, we had a great weather. He went ahead and also thanked the traffic control staff but most importantly Chief Garza for coming out with a great plan and we are ready for another drive if we can. Mayor Mario Garza asked for Chief Garza to please just keep touching base with the county. Commissioner Marco "Markie" Villegas congratulate everyone as well and thanked them and let them know that he appreciates everything the staff does for the City of San Juan because it really helps us out tremendously. Commissioner Ernesto "Neto" Guajardo thanked Mr. Cantu for helping us out, and added that he received a word yesterday that starting in the collision high school for PSJA Tuesday and Wednesday from now on from 11:00 a.m. to 3:00 p.m., they're going to be giving out the vaccine for anyone that needs the first vaccine for covid-19.

Commissioner Jesus "Jesse" Ramirez asked Mr. Willingham how many games where they going to be playing the City League Baseball, Softball to which Mr. Willingham responded we are planning for 14 games scheduled only city. Commissioner Ramirez stated he knows in the past they sent out a little program booklet through the schools and asked how they were going to do that this year. Mr. Willingham stated we're going to post it on social media, they just completed that today and they are just waiting on a couple of items from different departments that we want to include, some events going on throughout the summer. He stated they are expecting between 100 and 150 kids to be attending after Monday and we'll still give those to the ones that are attending school and figure out how to give them to the kids that are taking online classes so that they can see what options they have. Commissioner Marco "Markie" Villegas stated we can maybe add a pamphlet along with the water bill so that everyone can get it. He stated they encourage the social edition scene and they're going to leave the bleachers out. Mayor Pro Tem Leonardo "Lenny" Sanchez stated he was approached by some residents there in the west side San Juan by the Shrine. Some of the concerns were the number of graffiti that's coming up in that neighborhood. He stated he drove by the area and did notice that there's heavy graffiti coming up and advised to please take a closer look at that area.



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**VI. PUBLIC HEARINGS:**

- A. Hold First Public Hearing of the Ordinance for the Rezoning Request from MultiFamily Residence District (RMF) to SingleFamily Residence District (RS) of the 16.357 Acre Tract of Land out of the West 4.07 Acres of Lot 7, Block 7 and 12.29 Acres out of the East 14.83 Acres of Lot 7, Block 6, John Closner Subdivision, out of Porciones 71 and 72, Located Approximately a Quarter of a Mile West of Raul Longoria Road Along the North Side of Eldora Road, as Requested by Melden & Hunt, Inc.

**DISCUSSION:** Robert Escobar, Director of Planning and Zoning stated, the applicant owns a 16.357-acre tract along West Eldora Road, approximately 250 feet West of the Drain Ditch. They are proposing to rezone the property into Single-Family Residence District (R-S) in order to build a residential subdivision. It is noted, that the previous property owner rezoned the property into Multi-Family Residence District last year. He stated, they were proposing an apartment complex in the property. The surrounding properties consist of mixture of single-family and multi-family uses along Eldora Road. A subdivision plat will be required in order to do any improvements to the property.

Mr. Escobar stated, Staff mailed a notice of the public hearing before the Planning and Zoning Commission to forty-five (45) property owners within a two hundred (200) foot radius and received one comment against the request.

Mayor Mario Garza opened the public hearing at 6:48pm. There were no comments from the Public.

Mayor Mario Garza closed the public hearing at 6:49pm.

**Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed. (5-0).**

- B. Hold First Public Hearing of the Ordinance for the Rezoning Request from SingleFamily Residence District (RS) to MultiFamily Residence District (RMF) for an 8.65Acre Tract of Land Out of Lot 12, 31, Alamo Land and Sugar Company's Subdivision, located at the Southwest Corner of Ridge and Cesar Chavez Road, as Requested by Esponjas Development, LTD.

**DISCUSSION:** Robert Escobar, Director of Planning and Zoning stated the applicant is proposing to rezone an 8.65-acre tract of land located at the Southwest corner of Ridge and Cesar Chavez Road into Multi-Family Residence District. He stated, they are proposing to build a residential subdivision and half of it will be for apartments complexes. Mr. Escobar stated, the Comprehensive Plan establishes this property as residential use. If approved, the proposed single-family development would need to comply with the city's requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirty (30) property owners within a two hundred (200) foot radius and received three (3) comments against the request.

Mayor Mario Garza opened the public hearing at 6:50 p.m.

Commissioner Ernesto “Neto” Guajardo asked Mr. Escobar if there were any complaints on this item. Mr. Escobar stated, previously there were some comments provided, which are included in the packet. There were no comments from the Public.

Mayor Mario Garza closed the public hearing at 6:51p.m.

**Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Opposed by Commissioner Ernesto. Motion Passed (4-1).**

Mr. Eduardo Cantu stated he's been developing land in the city of San Juan for many years and back in 2017, when they did garden ridge, there was not a lot of interest from builders to come into the City of San Juan but I you see it now, where we are at, and even starting 2020, builders are tripping over themselves to come and build specs in the City of San Juan. He stated the fact that somebody is willing to come and develop high end apartment in the city of

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San Juan, says a lot about the City of San Juan. He further compliments the city of San Juan for all the project are coming over to the city. Mr. Arjona asked Mr. Escobar how many subdivisions di we have pending to which Mr. Escobar responded we have 8 major subdivisions with like over 50 lots

- C. Hold First Public Hearing of the Ordinance for the Rezoning Request from SingleFamily Residence District (RS) to General Business District (C2) of Tract I the 5.43Acre Tract of Land of the South 500 feet of the West 495 Feet of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision. Tract II the 9.32Acre Tract of Land of the West 495 Feet of the North 820 Feet of Lot 14, Block 47, Alamo Land And Sugar Company's Subdivision, Located Approximately Three Quarter of a Mile East of Raul Longoria Road, Along the North Side of Nolana Avenue, as Requested by Juan Maldonado.

**DISCUSSION:** Robert Escobar, Director of Planning and Zoning stated the item was for a zone change and it was located on the North side of Nolana Avenue. Mr. Escobar further stated the front 250 feet of the property were zoned General Business (C-2) so the zone change was for the back portion of the property. Mr. Escobar added some of the things that could be done on a general business property were the following: grocery store, barbershop, plazas, banks, real state office, medical, clinics, commercial parking, hotels, product manufacturing, wholesale, trade, automotive repair. Mr. Escobar stated letters were sent out to residents and a couple of comments had been included on the agenda packet.

Mayor Mario Garza opened the public hearing at 6:56 p.m.

Mayor Mario Garza asked if the item had been tabled at the last meeting to which Mr. Escobar responded there was no action taken.

Mayor Mario Garza closed the public hearing at 6:57p.m.

**Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).**

- D. Hold First Public Hearing for the Voluntary Annexation Petition of the Valley Ranch Subdivision Phase 2 being 9.76 acre tract of land out of Lot 5, 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 the Northwest Corner of Hall Acres and Cesar Chavez Road, as Requested by OC Development, LTD.

**DISCUSSION:** Robert Escobar, Director of Planning and Zoning stated The Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City’s policy to annex subdivisions processed and approved within the city’s ETJ. In March 9, 2021, the City Commission approved a Resolution 21-06 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Mario Garza opened the public hearing at 6:58 p.m. There were no comments from the Public.

Mayor Mario Garza closed the public hearing at 6:58 p.m.

**Mayor Pro Tem Leonardo “Lenny” Sanchez and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0)**



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- E. Hold Second and Final Public Hearing for the Voluntary Annexation Petition of the Proposed Meadows on Ridge being a 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:** Robert Escobar, Director of Planning and Zoning stated The Planning Department is processing a residential subdivision located at the Southwest corner of Ridge and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-02 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Mario Garza opened the public hearing at 6:59 p.m. There were no comments from the Public.

Mayor Mario Garza closed the public hearing at 7:00 p.m.

**Mayor Pro Tem Leonardo "Lenny" Sanchez and was seconded by Commissioner Marco "Markie" Villegas Motion Passed (5-0).**

**VII. ORDINANCES**

- A. Consider First Reading of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.003 Fire Department of the City of San Juan's Code of Ordinance for the Purpose of Establishing Certain Fees for the Fire Department Provided by the City of San Juan, Texas; providing for publication and Effective Date; providing for a Severability Clause; providing for Texas Open Meetings Compliance; and Providing for a Repealer Clause.

**DISCUSSION:** Chief of Fire, Tirzo Garza recommended to tabled this item currently because upon reviewing, there's some vital information that was overlooked.

*Tabled*

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

- A. Discussion and Possible Action to Approve the Renewal of 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 all Related Documents and Budget Amendment as Needed.

**DISCUSSION:** Mr. David Salinas, Director of Utilities stated this is a consideration for renewal without the increase in it at this moment.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).**

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- B. Consider Selecting a Constructability Review Firm and Authorize the City Manager to Enter Into a Contract for Constructability Review Services Per RFQ 21020222.

**DISCUSSION:** Mr. David Salinas, Director of Utilities stated he reach out to the top vendor or responder onto this and regarding the question they had on the guarantee on the change orders, they said they couldn't do that but what they do guarantee is if they tell us that the project can be billed for a certain price and it comes back higher than that they will build the project for the cost that they had told us. Mayor Mario Garza asked Mr. Ricardo Palacios, City Attorney to please review the contract.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

- C. Consider Authorizing the City Manager to Declare Vehicles as Salvage and Surplus Property.

**D Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

- D. Discussion and Possible Action to Approve a Partnership Between the City of San Juan Police Athletic League and RGV Golden Gloves to Host the 85th Annual South Texas Amateur Boxing Tournament (RGV 2021 Tournament) to Take Place at the San Juan Municipal Park.

**DISCUSSION:** Ruben Guajardo, Assistant Parks and Recreation Director stated as we recall in approximately February of 2020, our commission approved our first ever San Juan Police Athletic Activities League also known as the San Juan Pal. He stated upon approval we hit the ground running and with the assistance of Mr. Willingham and Mr. Roel Garza, they managed to get the proper paperwork filed with National Pal, finalized our articles of incorporation, began the process of filling our 501C3 and established a San Juan pal board but then the pandemic hit, which obviously altered all operations. He stated a year later he we are again and definitely we're looking forward to finally picking up where we left. He further stated as a recent we did have our second pal board meeting in March and they are scheduled to have an April meeting next week. He stated during the meeting in March, they were able to introduce Chief Morin to the Pal Board and shared the same enthusiasm as they do which is doing anything for our community. He stated the focus of San Juan Pal and the National Power Organization is a prevention of Juvenile Crime and Violence by building relationships between our youth and our police officers. He further stated they ask themselves how can they bridge that gap, how can they make that connection. National Pal has implemented throughout the years programs to assist with this, and they break it down to three key aspects athletics', character development/education and the arts. He stated some samples of these are of athletics participation is track and field, boxing, swimming. Examples of the character development are after school programs, homework aid, homework assistance and they also introduce the arts which is dancing, cooking, woodwork, extracurricular activities. He stated they're looking to have this the 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> of April at the soccer field at the Municipal Park. Mayor Mario Garza asked Mr. Guajardo what part are they taking into teaming up with the Golden Gloves deal to which Mr. Guajardo responded right now our part is going to be an in-kind donation, he's going to be waiving the fee of our facilities and they are going to assist them with daily clean up, which is our city employees and on top of that the San Juan Pal will be receiving a percentage off the gate to assist us in any future expenditures. Mayor Mario thanked Mr. Oscar Tovar, Ashley Tovar, Chris Cabrera with the RGV Golden Gloves and Mr. Tom Lindsey with the USA Boxing Association for being present and stated we are a city that are always here with open arms and like to think outside the box and like innovative as well. He stated he knows boxing is really big but the only thing he would like to do is go into a contract or something that can be reviewed for liability purposes.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0).

**IX. CONSENT AGENDA**

- A. Consider Second and Final Reading of the Ordinance for the Conditional Use Permit for the Sale of Alcoholic Beverages for OnPremise Consumption at "La Casona Bar" located at 202 W.

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Business 83, legally described as the West 125 feet of the East 605 feet Park Lots, as Requested by Jose Alfredo Vasquez.

- B. Consider Second and Final Reading of an Ordinance for the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being a 23.70acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Records in Volume 1, Pages 24 26, Hidalgo County Texas, located at the Northwest corner of Hall Acres and Chavez Road, as Requested by OC Development, LTD.
- C. Consider Second and Final Reading of an Ordinance for the Voluntary Annexation Petition of the Hidalgo County Drainage Canal being a 5.68acre tract of land out of Lots 4, 5 and 6, Block 27, Alamo Land and Sugar Company's Subdivision, as per Map Recorded in Volume 1, Pages 24 26, Hidalgo County, Texas, located at the Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.
- D. Consider Second and Final Reading of an Ordinance Amending Appendix A Unified Development Code, Chapter 3 Subdivision Regulations, Article III Procedures and Requirements, Section 3.00 Design Standards, Subsection (i) Parks and Playgrounds, Paragraph (3) Park Dedication or FeesInLieu of Requirements of the City of San Juan's Code of Ordinances for the Purpose of Establishing Certain Fees in Lieu of Parkland Dedication.; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for a Severalty Clause; and Providing for a Repealer Clause.
- E. Budget Expenditure Report February 2021.
- F. Meeting Minutes  
- January 12, 2021

**Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. (5-0)**

**ADJOURMENT 7:07 p.m.**

**Commissioner Marco "Markie" Villegas made motion to adjourn at 7:07 p.m. and was seconded by Commissioner Jesus "Jesse" Ramirez. (5-0).**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**

## MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Tuesday, April 27, 2021

**TIME:** 6:04 p.m.

**PLACE:** Amigos Del Valle  
600 W 1st St,  
San Juan, TX 78589

**MEMBERS PRESENT:** Mario Garza, Mayor  
Leonardo “Lenny” Sanchez, Mayor Pro-Tempore  
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 Sesin, Library Director  
Patrick Willingham, Director of Parks & Recreation  
Roberto Escobar, Director of Planning  
Roel Garza, Director of Sanitation/ Public Works  
David Salinas, Director of Utilities  
Mary Enriquez, Court Administrator  
Pat Karr, Director of Information Technology

### ORDER OF BUSINESS

- I. **CALL MEETING TO ORDER:**  
Mayor Mario Garza called meeting to order at 6:04 p.m.
- II. **INVOCATION:** Benjamin Arjona, City Manager
- III. **PLEDGE OF ALLEGIANCE:** All
- IV. **PUBLIC COMMENTS:**
  - A. It is the Intent of the City Commission to Conduct this Meeting Primarily via Teleconference Pursuant to the Open Meetings Act Procedures Announced by Governor Abbott. Due to the COVID19 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, April 23, 2021 by (1) Sending an Email to publiccomments@sjtx.us or (2) by Dropping Off the Request in the Drop Box Next to the DriveThru 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, April 27, 2021. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

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**DISCUSSION:** Ana Vasquez, Unit Director for the Boys and Girls Club in San Juan thanked the city for continuing to support the boys and girls club and know that our efforts helped them stay open through out the pandemic by serving our community with the meal pick up that they do daily Monday through Friday from 3:30pm to 4:30pm, the community is able to go to the facility and pick up meals. She stated they serve a dinner and a snack. They also continued to serve their members and club with computer classes, arts and crafts and their recreational activities and much more. She asked two of her volunteers to pass out the newsletter for the month of April and a schedule for our summer programs. She stated they were able to have an Easter Celebration where their members participated in their Easter egg hunt. They also did a family movie night, they celebrated their employees and had after school professional's week and they made sure to let them know how important to the club because without them, they wouldn't be open. She further stated we already started registration, last week was their first week. She thanked the city for sharing it on social media, they are continuing to register so if anyone has questions or need more information, they are more than welcome to give her a call or they can visit their social media page as well. They also passed out some goodie bags. Mr. Eddie Cantu, Board President stated Anna has been with us since the beginning, she's done a tremendous job, she comes with a lot of experience and one of the things she didn't get to mention is that what did we do when all the schools were closing. They got very creative and provided a place from 8:00 a.m. to 5:00 p.m. for parents to continue to go work and actually drop off their kids and from the boys and girls club the kids are able to do virtual learning but with their parents being able to go to work. He thanked the city for their support. Mayor Mario Garza asked where I the movie night going to take place to which Ms. Vasquez responded we use a facility from the resources center. Mayor Mario Garza asked what type of precautions were they taking in regards to the Covid -19, to which Ms. Vasquez responded we are still requiring for the members and staff to wear their masks, social distancing, wash their hands before and after each meal. Ms. Vasquez stated a few months ago we were able switch out a lot of our faucets to the automatic safety with the toilets, we were able to install the retail for the water bottle so there's no sharing. Mayor Mario Garza thanked them so much and stated I'm so glad we're a partner with you guys and we will continue to have a good success out there. Commissioner Marco "Markie" Villegas thanked them for their hard work.

Mr. Jesus Mendoza stated I have been homebound for more than 10 years for the live streaming electro hypertensives which is caused and aggravated by exposure to the same wireless microwave radiation reaching children and teachers at school. He stated my EHS has been recognized by federal distribution by court as a physical medical condition and visibility improves conclusively that exposure to low levels of microbial radiation causes severe physical harm and disabilities even to adults. He further stated it is estimated that without knowing more than 50 percent of the population is already suffering symptoms of EHS children, teachers, doctors, attorneys and even a director of the world health organization are suffering from the EHS. He also mentioned we are the evidence. Org, despite the DHS division pandemic proportions most doctors are in the dark and denial and continue mid diagnosing and destroying with harmful drugs and invasive symptoms that disappear with just reducing exposure to micro radiation and evidence for how the cell phones used where children emit more than five times the levels allowed by federal law.

**V. PRESENTATIONS:**

- A. Proclamation Recognizing the Heroic Act of Angel Tseng in the City of San Juan, Texas.
- B. Proclamation Recognizing the Heroic Act of Jared Moore in the City of San Juan, Texas.

**DISCUSSION:** Chief of Fire, Tirzo Garza presented the Proclamation for Mr. Jared Morton and stated he's a 6-year-old who played a major role courageous act and advising somebody or a family member of a possible kitchen fire resident. He alerted his mom and pretty much prevented from there actually being major disaster or damage to their home. Chief Garza stated I did prepare a proclamation. He stated he played a major role in making our job a lot easier in the sense with his quick actions and heroic efforts in getting the situation under control and most important keeping everyone safe. Mayor Mario Garza read proclamation proclaiming Jared Moore recognizing him as a hero.

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

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**DISCUSSION:** Mayor Mario Garza asked Chief of Fire, Tirzo Garza in regards to the Covid-19 vaccines, if the city is going to do another vaccine here in the future to which Chief Garza responded we did 24 home moms today through with the assistance of the Texas Military. He stated I spoke to Mr. Benjamin Arjona earlier today and had a brief meeting before we went out the road. He further stated I had the gentleman from county emergency management was advising me that City of Mercedes had a thousand the other day and only 130 people got vaccinated. Chief Garza stated I would like to recommend that we go with another 500 and work in having two lines, that would be getting through a lot quicker but I'm waiting on two additional tents and we will be good to go. Mayor Mario Garza stated my thing is just as long as we have another drive here in the community because it ran pretty smooth and it was quick. Mr. Benjamin Arjona stated one of the recommendations speaking to the company was that they're asking for us to pretty much target community businesses so that's what the EDC is going to be working on reaching out to those businesses that have not been vaccinated, so we are going to reach out to every single business we need in the City of San Juan and we are also going to prioritize them. Mayor Mario Garza asked Chief Garza if there was a chance that they could consider doing an evening drive for those who work and get out at 5:00 p.m. to which Chief Garza responded whatever you all wish to do. Mayor Pro Tem Leonardo "Lenny" Sanchez thanked Chief of Police Ruben Morin and Chief of Fire Tirzo Garza for their outstanding performances from their staff. Mr. Benjamin Arjona, thanked the Chief of Police Ruben Morin, the Pal and Parks and Recreation for their staff that came out over the weekend with that Loves Bucks in the van which was a very successful event even though it was a very short notice however, the department was able to pull it through. Every one was very happy.

**VI. ODINANCES:**

- A. Consider Adoption of the Ordinance in First Reading of the Voluntary Annexation Petition of the Meadows on Ridge Subdivision Being a 5.42Acre 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:** Robert Escobar, Director of Planning and Zoning stated the Planning Department is processing a residential subdivision located at the Southwest corner of Ridge and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. In January 12, 2021, the City Commission approved a Resolution 21-02 accepting petition for voluntary annexation and setting dates and times for public hearings. He stated the property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (3-0).**

- B. Consider First Reading of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.003 Fire Department of the City of San Juan's Code of Ordinance for the Purpose of Establishing Certain Fees for the Fire Department Provided by The City of San Juan, Texas; providing for publication and Effective Date' providing for a Severability Clause; providing for Texas Open Meetings Compliance; and Providing for a Repealer Clause.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to untabled item and was seconded by Mayor Mario Garza. Motion Passed (3-0).**

**DISCUSSION:** Chief of Fire Tirzo Garza stated the San Juan Fire Department is seeking authorization to Consider First Reading of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.003 Fire Department of the City of San Juan's Code of Ordinance for the Purpose of Establishing Certain Fees



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for the Fire Department Provided by The City of San Juan, Texas; providing for publication and Effective Date' providing for a Severability Clause; providing for Texas Open Meetings Compliance; and Providing for a Repealer Clause. The Fire Department services to the community and fees are necessary to offset the operation and administrative costs incurred by the City in doing so. Mayor Mario Garza asked Chief Garza if the applicants need to pay a fee when their infection doesn't pass for the sprinkler system and they come to apply again. To which Chief Garza responded yes it varies between 15 to 20 dollars the fee and normally on that situation, they would normally take the address right away for the simple reason that they will not be compliant should there be a fire that evening or that night and the system is not working there's a possibility that they won't have coverage for insurance. Mayor Mario Garza asked, so you do inform them on what you expect to which Chief Garza responded yeah that's currently the process that we're doing right now but we weren't charging.

**VII. CONSENT AGENDA:**

- A. Consider Second and Final Reading of an Ordinance for the Rezoning Request from MultiFamily Residence District (RMF) to SingleFamily Residence District (RS) of the 16.357 Acre Tract of Land out of the West 4.07 Acres of Lot 7, Block 7 and 12.29 Acres Out of the East 14.83 Acres of Lot 7, Block 6, John Closner Subdivision, out of Porciones 71 and 72, Located Approximately a Quarter of a Mile West of Raul Longoria Road, Along the North side of Eldora Road, as Requested by Melden & Hunt, Inc.
- B. Consider Second and Final Reading of an Ordinance for the Rezoning Request from SingleFamily Residence District (RS) to MultiFamily Residence District (RMF) for an 8.65Acre 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 Esponjas Development, LTD.
- C. Consider Second and Final Reading of an Ordinance for the Rezoning Request from SingleFamily Residence District (RS) to General Business District (C2) of Tract I the 5.43Acre Tract of Land of the South 500 feet of the West 495 Feet of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision. Tract II the 9.32Acre Tract of the West 495 Feet of the North 820 feet of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision, Located Approximately Three Quarters of a Mile East of Raul Longoria Road, Along the North Side of Nolana Avenue, as Requested by Juan Maldonado.
- D. Tax Collection Report March 2021.
- E. Quarterly Investment Report March 31, 2021.
- F. Budget Expenditure Report March 2021

**Mayor Mario Garza made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (3-0).**

**VIII. EXECUTIVE SESSION: 6:42 p.m.**

- 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 City Hall/Transit Terminal Building.

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**IX. RECONVENE 7:04 p.m.**

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to reconvene and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (3-0).**

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

**1. Discussion and Possible Action Regarding City Hall/Transit Terminal Building**

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve as discussed in executive session and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (3-0).**

**X. ADJOURMENT 7:04pm**

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to adjourn AT 7:04 p.m. and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (3-0).**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**



## MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Tuesday, May 11, 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  
Nayeli Guerrero, Records Manager  
Tirso Garza, Chief of Fire  
Ruben Morin, 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 MEETING TO ORDER:**

Mayor Mario Garza called meeting to order at 6:00 p.m.

**II. INVOCATION:** City Manager, Benjamin Arjona

**III. PLEDGE OF ALLEGIANCE:** All

**IV. PUBLIC COMMENTS:**

- A. It is the Intent of the City Commission to Conduct this Meeting Primarily via Teleconference Pursuant to the Open Meetings Act Procedures Announced by Governor Abbott. Due to the COVID19 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, May 7, 2021 by (1) Sending an Email to [publiccomments@sjtx.us](mailto:publiccomments@sjtx.us) or (2) by Dropping Off the Request in the Drop Box Next to the DriveThru 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, May 11, 2021. Your Request Should Include

**CITY OF SAN JUAN  
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Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

**DISCUSSION:** City Manager asked for Mr. Navarro to please give him a call tomorrow to his office.

**V. PRESENTATIONS:**

- A. Proclamation Proclaiming National Police Week May 9 through May 15 and Peace Officers' Memorial Day on May 15th.

**DISCUSSION:** Chief of Police, Ruben Morin thanked everyone and mentioned how much he appreciates his staff for coming to work every day and upholding the laws and doing their best. Mayor Mario Garza read proclamation proclaiming Police Week from May 9 through May 15 and Peace Officer Memorial Day on May 15<sup>th</sup>. Captain Casarez, Lieutenant Luna, Officer Flores were present to accept the proclamation. Mayor Mario Garza asked for a moment of silence for all our men and women who serve as law enforcement agencies we stand up and come in our prayers. Mayor Mario Garza mentioned couple of comments to chief of Police Ruben Morin that when he addressed Captain Casarez 30-year service, he stated once again thank you sir for serving the city of San Juan, it takes special men and women to do your line of work and I can honestly say that not too many people can do this. Mayor Mario Garza stated I want to thank your families as well because your families play a big role in this because you need the support in the backbone of your families to take on a career like this so we that being said, thank you so much for your service, all the men and women out there in law enforcement not only them but all the men and women in our military as well, thank for protecting our wonderful communities across the nation.

- B. Proclamation Recognizing the Heroic Act of Angel Tseng in the City of San Juan, Texas.

**DISCUSSION:** Chief of Fire, Tirzo Garza stated two weeks ago a six-year-old that did practically the same thing in preventing a major fire from occurring at his residence Mr. Angel Tseng was at the IDEA School on East Road and his quick actions went into play and he pretty much avoided from a major fire occurring in his classroom. Chief Garza stated I would like to present him with a token of appreciation as far as a proclamation and then of course a basket in his honor for taking a quick step and of course my staff is here because he makes our job a lot easier. Chief Garza presented Angel Tseng and Mayor Mario Garza read the proclamation proclaiming the heroic Act of Angel Tseng in the City of San Juan.

- C. Official Canvassing of Returns of May 1, 2021, City Election for Mayor, Commissioner Place 2 and Commissioner Place 3.

**DISCUSSION:** Nayeli Guerrero, Records Manager went over the results of the May 1, 2021 Election. She stated for Mayor Place No.1, Jesus "Jesse" Ramirez received on early voting 584 (31.65%) votes 194 (37.64%) votes on election day with total of 782 (30.30%) votes. Mario Garza received on early voting 804 (43.58%) votes 344 (48.66%) on election day with a total of 1,152 (44.63%) votes. Pete Garcia received on early voting 457(24.77%) votes and 169 (23.90%) votes on election day with a total of 647 (25.07%). For Commissioner Place No. 2, Neto "Coach" Guajardo received on early voting 682 (36.92%) votes 265 (37.64%) votes on election day with a total of 969 (37.56%) votes. R.C Flores received on early voting 722 (39.09%) votes 269 (38.21%) on election day with a total of 994 (38.53%) votes. Laura Martinez received on early voting 443 (23.98%) votes 170 (24.15%) on election day with a total vote of 617 (23.91%). For Commissioner Place No. 3, Eddie Alaniz received on early voting 498 (27.18%) votes 195 (27.78%) votes on election day with a total of 713 (27.82%) votes. Adina "Dina" Santillan received on early voting 623 (34.01%) votes 230 (32.76%) votes on election day with a total of 858 (33.48%) votes and Nickie Ybarra received on early voting 711 (38.81%) and 277 (39.46%) on election day with a total of 992 (38.70%) votes.

**Commissioner Ernesto "Neto" Guajardo made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).**

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

**DISCUSSION:** Mayor Pro Tem Leonardo “Lenny” Sanchez asked Mr. Roel Garza, Director of Sanitation/ Public Works if we were ready for the thunderstorm, he stated I believe the plan is tonight apparently, we are going to get some storm, water and asked when do we plant to deploy those sandbags. Mr. Garza stated we have crews on standby, they’re on call and we have all of our equipment ready to go in case we need to go out there. Commissioner Jesus “Jesse” Ramirez asked Ms. Armandina Sesin, Director of Library she was going to have her summer programs. Mayor Mario Garza asked Mr. Patrick Willingham, Director of Park and Recreation where we at in reference to registration with the youth baseball to which Mr. Willingham responded we’re going to close it this Friday, we’ll be meeting with the City of Pharr on Thursday or Friday morning to combine several divisions specially on the girl’s site, we’ve been in talks with them and we are starting to start the last week of May. As far as games, we will start our teams first and then the following week June 7<sup>th</sup>, we’ll start interlocking with that. Mayor Mario Garza stated I take it that there’s not going to be any all-stars this year to which Mr. Willingham responded that is correct, just the city league. Commissioner Ramirez asked is pony having a world series, to which Mr. Willingham responded I believe upstate they’re leagues that are going, those that have opened up a lot sooner than we did.

**VI. PUBLIC HEARINGS:**

- A. Hold a Public Hearing for the Rezoning Request from SingleFamily Residence District (RS) to MultiFamily Residence District (RMF) of the 10.95 Acre Tract of Land Out of Lot 12, Block 8, John Closner Subdivision, Located Approximately 300 feet South of Nolana Avenue, along the West Side of Raul Longoria Road, as Requested by OC Development, LTD.

**DISCUSSION:** Benjamin Arjona, City Manager recommended to bring this item back at a later meeting.

- B. Hold a Public Hearing for a Conditional Use Permit to Allow a DriveThru Window at “El Recreo Snack Shop” located at 2211 S. Veterans Boulevard Suite #1, legally described as Lot 3, Hacienda Palms Subdivision, as Requested by Josselyne Lugo.

**DISCUSSION:** Roberto Escobar, Director of Planning and Zoning stated the applicant is opening “El Recreo Snack Shop” at the Southwest corner of Veterans Boulevard and Dalia Avenue, just South of the Stripes. She is proposing to use an existing drive-thru window with entrance and exit along Dalia Avenue. The proposed days and hours of operation are Sunday thru Saturday from 11:00 a.m. to 9:00 p.m. Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Eleven (11) property owners within a two hundred (200) foot radius and received no comment in favor or against this request.

Mayor Mario Garza opened the public hearing at 6:28pm, There being no comments from the public, the public hearing was closed at 6:28 p.m.

**Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion passed. (5-0).**

- C. Hold a Public Hearing for a Rezoning Request from SingleFamily Residence District (RS) to MultiFamily Residence District (RMF) of the Property Legally Described as the North 0.34 Acre Tract of Land out of the North 0.86 feet of the South 6.92 of the East 10.0 Acres of the West 31.46 of Lots 1 and 2, Block 11, John Closner Subdivision, located at the Northeast Corner of 7th Street and King Road, as Requested by Roberto Quintanilla, Jr.

**DISCUSSION:** Roberto Escobar, Director of Planning and Zoning stated the applicant owns a 0.34-acre tract at King Road and 7th Street. He is proposing to rezone the property into Multi-Family Residence District (R-MF) in order to build some apartments/duplex complex. There is an existing frame home that will be move to a different location. It is noted, that the property is adjacent to the multi-family district and surrounding properties consists of mixture of single-family and multi-family uses along King Road. A subdivision plat will be required in order to do

**CITY OF SAN JUAN  
REGULAR MEETING  
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any improvements to the property. Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-one (21) property owners within a two hundred (200) foot radius and received no comments in favor or against the application.

Mayor Mario Garza opened the public hearing at 6:29 p.m.

Commissioner Jesus “Jesse” Ramirez asked currently its zone single family to which Mr. Escobar responded yes. Commissioner Ramirez stated the notices are sent to the residents asking for feedback, does it include what the purpose is going to be for it. Mr. Escobar responded it just says the zone.

Mayor Mario Garza closed the public hearing at 6:33 p.m.

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and seconded by Commissioner Marco “Markie” Villegas. Motion passed. (5-0).**

- D. Hold Second Public Hearing for the Voluntary Annexation Petition of the Valley Ranch Subdivision Phase 2 being 9.76 acre tract of land out of Lot 5, 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 the Northwest Corner of Hall Acres and Cesar Chavez Road, as Requested by OC Development, LTD.

**DISCUSSION:** Roberto Escobar, Director of Planning and Zoning stated the applicant the Planning Department is processing a residential subdivision located at the Northwest corner of Hall Acres and Cesar Chavez Road. Part of the subdivision is outside the city limits but within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City’s policy to annex subdivisions processed and approved within the city’s ETJ. In March 9, 2021, the City Commission approved a Resolution 21-06 accepting petition for voluntary annexation and setting dates and times for public hearings.

The property owner of the subject property has submitted a petition of a voluntary annexation to the City of San Juan. Upon annexation, recording of the subdivision plat, building permits and inspections will be processed by City for proposed residences. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Mayor Mario Garza opened the public hearing at 6:34 p.m. There being no comments from the public, the public hearing was closed at 6:34 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. Consideration and Action on the Preliminary and Final Plat Approval of the Hinojosa Subdivision Being a 1.00Acre Tract of Land Out of Lot 9, Block 31, Alamo Land and Sugar Company’s Subdivision, Located at the Southwest Corner of Stewart Road and Orange Drive, as Requested by Trevino Engineering.

**DISCUSSION:** Roberto Escobar, Director of Planning and Zoning stated the developer is proposing to subdivide 1.00-acre tract into three (3) single-family residence subdivision. The property is located at the Southwest corner of Stewart Road and Orange Drive. The proposed subdivision is located in a flood zone “B” according to the FEMA Map. The Planning Department Staff is working on the rezoning application to Single-Family Residence District (R-S) Water and sewer services will be provided by the City of San Juan. Additional fire hydrants shall be located every 500 feet.

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**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

- B. Consider Approval of a Budget Amendment to Increasing the San Juan Fire Department Travel and Training Account (10-470.5500) in the Amount of \$5,160 for the Fiscal Year 2020-2021.

**DISCUSSION:** Chief of Fire, Tirzo Garza stated The San Juan Fire Department is seeking authorization to Increasing the San Juan Fire Department Travel and Training Account (10-470.5500) in the Amount of \$5,160 for the Fiscal Year 2020-2021. The cost of increase will be for the registration with Texas A&M Engineering Extension (TEEX) for the Course of (4) Incident Safety Officer and (2) Structural Firefighter I Live Fire Skills and (2) Rescue III Automobile Extrication. The total cost of reimbursement will be under the TIFMAS Grant Assistant Program that has been approved and qualified for the cost reimbursement.

**Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Jesu “Jesse” Ramirez Motion Passed (5-0).**

- C. Discussion and Possible Action to Approve a Mid Year Budget Amendment for Fiscal Year 2020-2021 in the Utility Fund in an Amount Not to Exceed \$1,100,259 from Retained Earnings, Solid Waste Fund in an Amount Not to Exceed \$296,320 from Retained Earnings, General Fund in an Amount Not to Exceed \$112,500 and Authorized the Mayor to Execute All Related Documents as Required.

**DISCUSSION:** Benjamin Arjona, City Manager stated the 112 what it equates to is \$75,000 for the shop San Juan that w approved at the last meeting under executive session and also \$37,500 that is our portion to cover the cost of the Buxton software that was approved sometime back within the EDC and the City.

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

- D. Consider Appointment of Election Judges and Setting Maximum Number of Election Clerks for the Upcoming City's Run-Off Election for Mayor Place One (1), Commissioner Place Two (2) and Commissioner Place Three (3) to be Held on June 12, 2021.

**DISCUSSION:** Benjamin Arjona, City Manager stated the county has already reached out to us as far as re assigning the same judges and clerks that actually worked the last election the regular election so this is just a formality for approval. Mayor Mario Garza asked in reference to during the election did you have any problems that you get any phone calls in reference to how it was being run here to which Mr. Arjona responded I didn’t hear anything whatsoever.

**Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

**VIII. RESOLUTIONS:**

- A. Consider Resolution Issuing Order and Notice of City Run-Off Election for Mayor Place 1, Commissioner Place 2 and Commissioner Place 3.

**Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).**

- B. Consider Resolution in Support of Texas Senate Bill 594 Relating to the Provisions of Solid Waste Disposal Services by Certain Counties.

**DISCUSSION:** Benjamin Arjona, City Manager stated as it reads this is a joint effort between the city and the county so that this will hopefully alleviate some of this illegal dumping that we see at different places and if maybe there are some homes that may be on the county side but with the city, we can actually pick up and obviously its going to be

**CITY OF SAN JUAN  
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for a fee so that going to help our revenues come in obviously its going to be reimbursed by the county so it's a win win for the county and the city.

**Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).**

**IX. CONTRACTUALS**

- A. Consider Authorizing the Mayor to enter into a Contract for Arbitrage Rebate Compliance Agreement with Hilltop Securities Asset Management, LLC.

**DISCUSSION:** Benjamin Arjona, City Manager stated we have a two-year contract with Hilltop Securities, this is five and this is to add another one year and another five years so we currently have Hilltop Security as the year or council for bond, the CEOs and this is just to renew the country with Hilltop Securities. Mr. Arjona recommended approval.

**Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0).**

- B. Consideration and Approval of an Interlocal Agreement between Hidalgo County and the City of San Juan (San Juan I Head Start Center) located at 200 North Cougar, San Juan, TX.

**DISCUSSION:** Benjamin Arjona, City Manager stated this is the contract that we have with the Head Start behind Amigos del Valle Building that we're renewing like we do every single year so this is just the same contract over and over again.

**Commissioner Ernesto "Neto" Guajardo made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).**

**X. CONSENT AGENDA**

- A. Consider Adoption of the Ordinance in Second Reading of the Voluntary Annexation Petition of the Meadows on Ridge Subdivision Being a 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.
- B. Consider Second Reading of an Ordinance Amending Chapter 1 General Provisions, Article 1.05 Administrative Fees, Section 1.05.003 Fire Department of the City of San Juan's Code of Ordinance for the Purpose of Establishing Certain Fees for the Fire Department Provided by The City of San Juan, Texas; providing for publication and Effective Date' providing for a Severability Clause; providing for Texas Open Meetings Compliance; and Providing for a Repealer Clause.

**Commissioner Jesse "Jesse" Ramirez made motion to approve and seconded by Mayor Pro Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0).**

Mayor Mario Garza stated I know we are going into our summer days, its going to be hot and I think that I know that every year we've been, you guys are able to not wear ties so this year we are going to start a little earlier starting sometime next week. Directors, of course I mean look presentable but you don't have to wear any ties until further notice. He further mentioned to Mr. Roel Garza I know some of your guys are out there in the hot sun and stuff like that I don't know if maybe your budget or our budget allows for us to maybe purchase some dry fit shirts because I know their uniforms are pretty thick. He further stated I just have a bad feeling that its going to be a hot summer. Commissioner Ernesto "Neto" Guajardo asked if the vehicles that the guys have, if they carry water and everything like that to which Mr. Roel Garza responded yes.

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**XI. ADJOURMENT 6:47 p.m.**

**Mayor Pro Tem Leonardo “Lenny Sanchez made motion to adjourn at 6:47 p.m. and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**



## MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Monday, June 14, 2021

**TIME:** 12:00 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  
Marco “Markie” Villegas, Commissioner  
Ricardo Palacios, City Attorney

**STAFF PRESENT:** Benjamin Arjona, City Manager  
Diana Cavazos, City Secretary

### ORDER OF BUSINESS

**I. CALL MEETING TO ORDER:**

Mayor Mario Garza called meeting to order at 12:00 p.m.

**II. APPOINTMENTS:**

- A. Consider the Appointment of a Municipal Court Judge, Pursuant to Article IV Administrative Departments, Section 4.06 Municipal Court of the City Charter.

Mayor Mario Garza made motion to appoint Nereida Lopez Singleterry and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (3-0).

**III. ADJOURMENT 12:04 p.m.**

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to adjourn at 12:04 p.m. and was seconded Commissioner Marco “Markie” Villegas. Motion Passed (3-0).

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**



## MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Tuesday, June 22, 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 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 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**  
No Public Comments
- V. **PRESENTATIONS**
  - A. Official Canvassing of Returns June 12, 2021, City Runoff Election for Mayor Place 1, Commissioner Place 2 and Commissioner Place 3.

**DISCUSSION:** Diana Cavazos, City Secretary read the cumulative result reports from the Hidalgo County Elections Office, "For Mayor Place 1 for the City of San Juan we had for Mr. Jesus "Jesse" Ramirez 35 absentee votes, 1183

**CITY OF SAN JUAN  
REGULAR MEETING  
TUESDAY, JUNE 22, 2021**

early votes, 323 election day votes, with the total of 1541 votes. For Mayor Mario Garza we had 19 absentee votes, 1154 early votes, 301 election day votes, giving a total of 1574, total casted votes were 3115 with 17 under votes the winning candidate for Mayor Place 1 for the city of San Juan is Mayor Mario Garza. For Commissioner Place 2 for the City of San Juan we have "Neto" Coach Guajardo with 50 absentee votes, 1379 early votes, 360 election day votes, with the total of 1789 votes. For RC Flores we have 9 absentee votes, 1051 early votes, 264 election day votes, with the total of 1324 votes, a total of casted day votes of 3113 and 19 undervotes the winning candidate for Commissioner Place 2 is "Neto" Coach Guajardo. For Commissioner Place 3 for the City of San Juan we had "Dina" Santillan with 44 absentee votes, 1273 early votes, 332 election day votes, with the total of 1649 votes. For Nikki Ibarra we had 11 absentee votes, 1157 early votes, 286 election day votes, with the total of 1454 votes, the total casted day votes was 3103 with 29 undervotes, the winning candidate for Commissioner Place number 3 is Ms. Adina "Dina" Santillan. With that being said, I do need a motion for the acceptance of the numbers." Mayor Mario Garza asked "At this time is there a motion? It's been second, all those in favor say I." Everyone responded "I". Mayor Mario Garza responded "Motion carries." Commissioner Jesus "Jesses" Ramirez responded "Mayor if I may? I know I had to laugh at the canvassing of the votes and being that it was all less than 1% of the difference in our results and being that I won 4 out of the 6 Precincts I'm submitting my request for a recount."

**B. Issuing of Certificate of Election and Official Oath of Office to Winning Candidates.**

**1. Mayor Place 1**

**DISCUSSION:** Rick Palacios, City Attorney "Because a request for recount was made at this time, it doesn't delay obviously the swearing of the other individuals in their races but in your particular race we cannot go forward with the certification of the election results in your race nor the qualification for office so at this time my advice as counsel was that we would have to delay your swearing in ceremony because of the recount. So, at this is juncture obviously you remain in office because of the previous election 4 years ago but we can't swear you in at this time until the recount is complete." Mayor Mario Garza responds "At this time I apologize for everyone who's here obviously you know we just need to respect what the law allows us to do but I know at the end of this recount I'm going to be successful; the citizens of San Juan have spoken and I'll continue being their mayor and as soon as this is done, we're going to continue the progress I guarantee you. Congratulations Ms. Dina Santillan, congratulations Mr. Guajardo, good job, you guys well deserved you worked very hard and I know you guys are going to be an asset to this City Commission, I'm looking forward to working with you and like our counsel said I'm still the mayor and I will continue being the mayor."

**2. Commissioner Place 2**

**DISCUSSION:** Commissioner Ernesto "Neto" Guajardo responds "I'd like to thank god for giving the opportunity to serve you 4 more years. I know it's a lot of work and I want to thank everybody that supported me, my family, especially one of my brothers and ex commissioner Fernando "Nando" Guajardo that was there for me all this time. It's a big help and I greatly thank you my brother for being there with me and all the people that supported me and it's time to get back to work, it is what it is, I'm not going to say I do this, It's about all these gentlemen right here, we're here to work together and let's go forward and let's keep our residents alive and well and ears open that's why I would say my philosophy was always says the people's voices."

**3. Commissioner Place 3**

**DISCUSSION:** Commissioner Adina "Dina" Santillan responds "I do have a little speech prepared, so first and foremost I do want to thank god for this opportunity to sit before you as a newly elected city official this election wasn't easy and when it came to deciding to run it was a very long and difficult decision for me to make. There was a lot I had to take into account at different levels and how it was going to affect my family first and foremost. But here and I am and I wouldn't be here without Commissioner Jesse Ramirez so thank you for calling me and it was a pleasure running the race with you. When I got into politics it comes from my dad and this seat hold a very special sentimental place in my heart, my dad Jose Santillan was Commissioner Place 3, 25 years ago and he served his 3 terms with transparency, unity, and he held it at high regards and that's where I come into to play and it's great to have been able to elected into this seat. But I also want to thank my opponents Mr. Eddie Alaniz and Ms. Nikki Ibarra, when I decided to run, I wanted to be clean as possible and that was my stipulation when I spoke with Jesse

**CITY OF SAN JUAN  
REGULAR MEETING  
TUESDAY, JUNE 22, 2021**

and I'm very proud of the race that we ran because I wanted to sleep at night and I commend my opponents Mr. Eddie Alaniz and Ms. Nikki Ibarra for also doing the same, because it could have gone any way and we all know that politics is very dirty but politics is what you make it to be, you can make it dirty, you can make it clean, be respectful and I'm very honored to be her today to accept this position and I hope to represent and I plan to represent this city with integrity because we are professionals and it's about time we got some heels up here. It was different slates to start off with three slates we ended up with two no matter where we sit it's about working as one team and that's what I do plan to do, to be a team, to bring all our ideas into one and make it better for this city, we have great positives in this city but I know there's always room for improvement and that's what we plan to do here with the city, with the commissioners, men and women for the City of San Juan. So, thank you everybody, thank you for coming out tonight, to all our supporters, everybody that helped with their actions with their prayers it was greatly appreciated and we're moving forward from here and out so thank you so much."

**VI. ADJOURNMENT 6:20 p.m.**

**Commissioner Ernesto "Neto" Guajardo made motion to adjourn at 6:20 p.m. and was seconded by Mayor Pro Tem Leonardo "Lenny" Sanchez. Motion passed (5-0).**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**

## MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Thursday, July 1, 2021

**TIME:** 6:00 p.m.

**PLACE:** Amigos Del Valle  
600 W. 1st Street  
San Juan, Texas 78589

**MEMBERS PRESENT:** Mario Garza, Mayor  
Leonardo “Lenny” Sanchez, Mayor Pro-Tempore  
Adina “Dina” Santillan, 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:** 6:00 p.m.
- II. **PRESENTATIONS**
  - A. Issuing Certificate of Election and Official Oath to Mayor Place 1
- III. **ADJOURNMENT**

There was no formal commencement or adjournment.

**CITY OF SAN JUAN  
SPECIAL CALLED MEETING  
THURSDAY, JULY 1, 2021**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**

## MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

**DATE:** Wednesday, July 7, 2021

**TIME:** 12:00 p.m.

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

**MEMBERS PRESENT:**

Leonardo "Lenny" Sanchez, Mayor Pro-Tempore  
Adina "Dina" Santillan, Commissioner  
Marco "Markie" Villegas, Commissioner  
Criselda Palacios, City Attorney

**STAFF PRESENT:**

Benjamin Arjona, City Manager  
Diana Cavazos, City Secretary  
Leroy Gonzalez, Director of Finance

### ORDER OF BUSINESS

**I. CALL MEETING TO ORDER:**

Mayor Pro-Tempore Leonardo "Lenny" Sanchez called meeting to order at 12:25 p.m.

**II. DISCUSSION AND POSSIBLE ACTION ON ALL OF THE FOLLOWING MATTERS:**

- A. Consideration and Approval of a Resolution Approving the City of San Juan Plan of Finance Pertaining to the Contemplated Issuance of Obligations to be Designated as "City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021", Authorizing the City Staff and the City Financial Advisors and Bond Counsel to proceed with this Plan of Finance; and Authorizing other Matters Related to the Foregoing.

**DISCUSSION:** Benjamin Arjona, City Manager stated as you recall last week, we had a workshop where we discussed some projects within the city that were presented to you guys and now the next step is to come with a plan of Finance, as you remember there were four options that we brought before the table and as we talked about there was a matter whereas before September 1<sup>st</sup> we need to take some action on, so as we spoke to Mr. Chris Vela he's here with us to present us on the plan of Finance that how the City is going to be and what position are we in, is it doable? Is it something we can move forward on? And he's here with us Mr. Chris Vela, Financial Advisor to present the plan of Finance. Chris Vela, Financial Advisor responded, The City of San Juan Texas intends to finance various projects and equipment with the issuance of combination tax and limited pledge revenue certificates of obligation series 221, the certificates the total funding of the project would be \$9,017,000.00 and below that is a table that depicts the projects and the associated cost of each one and you have equipment for Sanitation, you have Fire Station improvements, you have equipment for streets and alleys and then you have a Parks and Recreation Facility, all that totaling to \$9,017,173.00. Now you'll see on the other corner of the page the amortization period and that's to coincide on the equipment side with your charter provision that must be met in order for the Attorney General to approve it so that has to do with the useful life of the equipment. On the next page 4, how do we finance this? And what is the impact to the City of San Juan, and there is no tax rate impact and we would structure the transaction as in the paper under \$10 million in calendar year '21 which means you would not exceed that and you get favorable treatment in the market as we've done before on various occasions which gives you a lower interest cost, other than that if there's any questions we would take competitive bids on the sale of the paper as we always do and that would be done on August the 24<sup>th</sup> and we would come back with the actual bids and the tabulations of those bids and present them to the City

**CITY OF SAN JUAN  
SPECIAL CALLED MEETING  
WEDNESDAY, JULY 7, 2021**

Commission their proof consideration and approval, so it would be competitive sale on the certificates to fund equipment improvements parks, improvements to the fire station, if there's any questions. Mayor Pro Tem Leonardo "Lenny" Sanchez asked with no impact, correct? To which Chris Vela, Financial Advisor responded that is correct, sir.

**Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (3-0).**

- B. Consideration and Approval of a Resolution Approving an Engagement Agreement for Bond Counsel and Disclosure Counsel Legal Services with Locke Lord LLP; and other matters in Connection Therewith.

**DISCUSSION:** Benjamin Arjona, City Manager stated this is pretty much authorizing the resolution approving the resolution for Mr. Arnold Cantu to engage into these matters with the bond.

**Commissioner Adina "Dina" Santillan made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (3-0).**

- C. Consideration and Approval of a Resolution by the City Commission of the City of San Juan, Texas Authorizing and Approving Publication of Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date.

**DISCUSSION:** Benjamin Arjona, City Manager stated this is just pretty much allowing us to publish a notice and it will be published on the 9<sup>th</sup>, it's already been submitted to the Monitor, the newspaper and also, it'll be on the 16<sup>th</sup> of next week and it'll comply with all of the rules that we need to comply with.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (3-0).**

- D. Consideration and Approval of a Resolution Establishing the Intention of the City of San Juan, Texas to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Constructing and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Authorizing other Matters Incident and Related Thereto; and Providing an Effective Date.

**DISCUSSION:** Benjamin Arjona, City Manager stated what this means, if there's any expenditures that we need to do between now getting those bonds, we can go ahead and do that if allowed and then once we get the bonds, we can get reimbursed for those monies that we used.

**Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (3-0).**

**III. ADJOURMENT at 12:30 p.m.**

**Mayor Pro-Tempore Leonardo "Lenny" Sanchez made motion to adjourn at 12:30 p.m. and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (3-0).**

**CITY OF SAN JUAN  
SPECIAL CALLED MEETING  
WEDNESDAY, JULY 7, 2021**

**CITY OF SAN JUAN, TEXAS**

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**Mario Garza, Mayor**

**ATTEST:**

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**Brenda Escalante, Interim City Secretary**