



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 St.
San Juan, Texas 78589
Tuesday, September 27, 2022

REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. Proclamation Proclaiming October 23 - 31, 2022 as Red Ribbon Week.

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

1. Police Department Monthly Stats.

2. Municipal Court Monthly Report

3. Department of Utilities Monthly Report.

4. Fire Department Monthly Report.

5. Department of Finance Monthly Report.

VI. PUBLIC HEARING/ORDINANCES

- A.** Hold a Public Hearing regarding a Conditional Use Permit for a Haunted House at the San Juan Hotel located at 125 W. Business 83, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by ZAEEE, LLC.
- B.** Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision Phase 3 and 4 being a 21.19-acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of Hall Acres and Cesar Chavez Road, as Requested by Esponjas Development, LTD.
- C.** Hold Second and Final Public Hearing to Consider Ordinance Adopting the Budget for the City of San Juan, Texas, for Fiscal Year Beginning October 1, 2022 to September 30, 2023.
- D.** Hold a Public Hearing and Consider an Ordinance Regarding Amending Chapter 5 Fire Prevention and Protection, Article 5.02 Fire code and Article 5.03 Life Safety Code, to Update the Currently Adopted International Fire Code and NFPA Life Safety Code; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

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

- A.** Consider Approval of the Economic Development Corporation's Proposed Budget for Fiscal 2022-2023.

VIII. CONTRACTUALS

- A.** Consideration and Action to Approve the Interlocal Agreement Between the County of Hidalgo and the City of San Juan for the 2022-2023 Urban County Program Fiscal Year.
- B.** Consideration and Action to Approve the Memorandum of Understanding (MOU) and Addendum to the MOU between the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.

IX. RESOLUTIONS

- A. Consider Resolution Authorizing the City Manager to Submit and Accept an Application for Funding to the Office of the Governor, Bullet-Resistant Shield Project for the City of San Juan.

X. CONSENT AGENDA

- A. Consider Approval of City Commission Meeting Minutes:
- March 22, 2022
- B. Consider Second and Final Reading of the Ordinance for the Rezoning Request from Multi-Family Residence District (R-MF) to Single-Family Residence District (R-S) of Lot 2, M&M Subdivision, as Requested by Ramiro Martinez.
- C. Consider Second and Final Reading of an Ordinance to Amend Chapter 13 Utilities, Articles 13.02 Solid Waste and Stormwater Pollution Prevention Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule, to Modify the Reference of 90 Gallon Container to a 96 Gallon Container and to Modify and Provide Additional Roll-off Container Rental Rates, Service Fees and Deposit Fee.
- D. Consider an Ordinance Adopting the Budget for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2022 through September 30, 2023.
- E. Consider Approval of the Tax Collection Report for the Month of August 20, 2022.
- F. Consider Approval of the Budget Expenditure Report for the Month of August, 2022.

XI. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and §551.071 Consultation with Attorney.
 - 1. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Chief of Police).
 - 2. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Proposed Collective Bargaining Labor Agreement Between

the City of San Juan and the San Juan Police Officers Association.

XII. RECONVENE

- A.** The City Commission will Reconvene in Open Session to Take Necessary Action, if any, in Accordance with Chapter 551, Open Meetings, Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.
- 1.** Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Chief of Police).
 - 2.** Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Proposed Collective Bargaining Labor Agreement Between the City of San Juan and the San Juan Police Officers Association.

XIII. ADJOURNMENT

CERTIFICATION

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

BRENDA ESCALANTE
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the _____ of _____, 2022.

OFFICE OF THE CITY SECRETARY



Proclamation



WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, October 23-31, 2022, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week; and

WHEREAS, the Red Ribbon Initiative will be observed year-round presenting a unified and visible commitment of our intolerance towards the use of drugs and calling all citizens of Pharr-San Juan-Alamo to participate in year round drug-free activities.

Now THEREFORE, I, AMBROSIO HERNANDEZ, MAYOR OF THE CITY OF PHARR, MARIO GARZA, MAYOR OF THE CITY OF SAN JUAN, DIANA MARTINEZ, MAYOR OF THE CITY OF ALAMO, AND RICARDO "RICK" PEDRAZA, PRESIDENT OF PSJA ISD SCHOOL BOARD: by the virtue of the authority vested in us and on behalf of the City Commissions of Pharr, San Juan, Alamo, and PSJA ISD do hereby proclaim the 23-31st day of October 2022 as:

"Red Ribbon Week"

In WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 19th day of September, 2022.

ATTEST:



Hilda Pedraza
Hilda Pedraza, City Clerk

CITY OF PHARR

Ambrosio Hernandez

Ambrosio Hernandez, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of San Juan to be affixed on this _____ of _____, 2022.

CITY OF SAN JUAN

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Alamo to be affixed on this 20 of September, 2022.

CITY OF ALAMO

ATTEST:

Alexandra Rangel, City Secretary

Diana Martinez, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the PSJA ISD to be affixed on this _____ of _____, 2022.

Pharr-San Juan-Alamo ISD

ATTEST:

Ricardo "Rick" Pedraza, Board President

Estella Garza, Board Secretary



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Ruben Morin, Chief of Police

DATE: 09/19/2022

SUBJECT: Police Department Monthly Stats.

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 August 2022.

STATISTICS: POLICE

• Calls for service:	1070
• Incident reports:	206
• Accidents:	134
• 911 Calls:	1516
• Patrol Citations Issued:	49
• Violations:	77
• Patrol & CID Arrests:	46
• CID Issued Warrants:	9

AUGUST

SPECIAL GRANT DETAILS:

• Stone Garden hours:	<u>AUGUST</u> Not working
• Vehicle Stops:	
• Citations:	
• Border Star hours:	43.75
• Vehicle Stops:	33
• Contacts:	33
• Misdemeanor Arrest:	0
• Felony Arrest:	0

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• Cases Investigated:	1
• Citations:	9
• Tx-Dot STEP-Wave Traffic	Enforcement hours:
	Not working

TRAFFIC ENFORCEMENT:

• Cruiser enforcement (Thursday Nights) traffic stops.	<u>AUGUST</u> Not working it.
• Citations:	0
• Arrest:	0
• Regular patrol citywide.	0

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:

Nothing To Report

TELE-COMMUNICATORS:

- No new event to report.

FLEET

Nothing to report

STATISTICS: ANIMAL CONTROL AUGUST

• Calls for Service:	254
• Citations Issued:	2
• Violations:	4

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 August 11, 2022, the San Juan Police Department conducted the National Night Out. During this great event, the San Juan Police Department along with the Hidalgo County Sheriffs' Officer, the McAllen Police Department, the Edinburg Police Department, the Mercedes Police Department, and the Pharr Police Department distributed over 500 (five-hundred) backpacks with school supplies.

Respectfully,

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



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To: Benjamin Arjona, City Manager

From: Ruben Morin, Chief of Police

Date: 9/27/2022

Ref: San Juan Police Staffing and Uniform Crime Report

Year	# of Accidents	# of Traffic Stops	# of Citations
2018	730	4419	2367
2019	997	3549	1878
2020	832	1060 (lost data)	1368
2021	1265	143 (lost data)	1291
2022	865	914	573

Year	Robbery	Assault	Agg Assault	Burglary	Theft	MV Theft	+/-
2018	14	351	125	108	772	45	
2019	19	378	146	101	729	49	+.49
2020	15	189	98	84	613	40	Lost data
2021	1	42	21	12	60	5	Lost data
2022	12	231	87	53	394	45	

Note: UCR, RMS, and CAD data were lost from 7/2020 through 12/2020 and from 1/2021 through 11/2022. The stats for traffic stops, UCR, RMS, and CAD are not complete due to the loss of data during the RMS crash. The year 2022 stats are not complete for the year.

Prior to RMS crashing and losing data, the following information had been obtained. Comparing January 1st through October 15th of 2021 to January 1st through October 15th, 2020, major crimes had decreased by 22 percent.

The following table indicates the number of arrests for racing for the following years.

Year	Racing Charges
2018	7
2019	18
2020	6
2021	7
2022	8

The following table indicates the current staffing for the San Juan Police Department.

Division	Positions	Current	Open
Commission Officers	46	23	23
Patrol Division	36	19	17 (6 Pending Polygraph)
Criminal Investigations Division	6	2	4
Task Force Officers	4	2	2
Sergeants	5	5	0
Lieutenants	1	1	0
Captain	1	1	0
Chief	1	1	0
Dispatcher Supervisor	1	1	0
Dispatcher	7	1	6 (Current Backgrounds)
Jailer	3	0	0 (Current Backgrounds)
(Non-Commission	5	4	1 (Background)
Total	70	37	33



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 09/20/2022

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 \$ 17,651.89

Defensive Driving 0

Deferred 7

Pre-Trials 8

Bench Trials 5

Scofflaw \$ 2,645.30

COLLECTIONS 2021 COLLECTIONS 2022

August - \$ 29,399.80 August - \$ 17,651.89

CITATIONS ISSUED 2021 CITATIONS ISSUED 2022

August - 148 August - 49

SCOFFLAW COLLECTIONS 2021 SCOFFLAW COLLECTIONS 2022

August - \$ 4,321.65 August - \$ 2,645.30

City Marshal - Warrants and Fines Collected - \$ 2,969.00

Warrants - 12

Phone Calls - 64

Total Warrants Issued - 190

Amnesty Program Collected:

May - \$ 536.80

June - \$ 2,416.70

July - \$ 2,653.30

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August - \$ 2,161.85

TOTAL - \$ 7,768.65



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Juan Martinez

DATE: 09/20/2022

SUBJECT: Department of Utilities Monthly Report.

AUGUST 2022

Texas Drought Outlook

- 76% of Texas is in a drought (August 28, 2022)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 28.7%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,169
- Sewer Connections – 9,841 (3,189 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 89.86 MG
- Combined Gallons Produced: 90.69 MG

Water Treatment Facility No. 1

- 0.190 MG treated
- 45.017 MG delivered
- 39.51 MG Transferred from WTF No. 2
- 36.61 MG RAW (Reservoir)
- 0 MG Backwash
- 0.04 MG Well

Water Treatment Facility No. 2

- 89.671 Treated
- 45.673 MG Delivered
- 39.51 MG Transferred to WTF No. 1
- 55.84 MG RAW (Reservoir)
- 2.79 MG Backwash

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Emergency Generator Needs to be replaced/repair.
WTP 3.5 MGD Expansions and Rehab 100%
Operated Water Plant as Efficiently as Possible
Sludge Management Continues to be Critical

Water Distribution System

- Leaks – 7
- Breaks – 12
- Taps – 8
- Locates - 17

Water Loss

- Reported –195,000 gals
- Unreported – 216,000 gals

Hydrants

- Flushed – 09
- Repaired/Replaced – 1
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 8
- Repaired/Replaced – 0

Utility Billing

- Work Orders –2

We Continue Our Hydrant and Valve Maintenance

Two Vacancies – WD M

Wastewater Treatment Facility

- Treated – 66,268 MG
- Wetland – 1.8 MG
- 560 - Cubic Yards of Sludge Hauled to Landfill
- Bio-Monitoring – All Passed

Wastewater Collections

Work orders - 35

- Sewer Main Repaired – 0
- Sewer Backups Reported – 17
- Sewer Backups Cleared – 17
- Odor Complaints – 0
- Locates – 18
- New Manholes – 0
- Unauthorized Discharges - 0

Administration

Financials

- Administration – 19.47 %
- Water Treatment – 15.7 %
- Distribution: – 69.34 %
- Sewer Collection – 44.35 %
- Wastewater Treatment – 22.14 %

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 – Construction on sewer force main under way (85%).
- LS 6 Capacity Issues CHC working on upgrades (Under design)
- Emergency Generator WTP 2

Certification

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



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 09/20/2022

SUBJECT: Fire Department Monthly Report.

The San Juan Fire Department did the following activity during the month of August 2022:

Emergency Calls

A total of 65 Calls for the month of August 2022. (Please see attached report.)

- A Shift = 19
- B Shift = 17
- C Shift = 29

Med-Care Response

Due to COVID19 Med-Care, EMS responded along with the Fire Department for a total of 15 calls with one delay for the month of August 2022. The Med-Care report has not been submitted by Med-Care.

County Calls

The San Juan Fire Department had a total of three (3) County Calls for the month of August 2022, which are the following:

- Incident Number – 22-0462 – Mutual Aid for a Structure Fire at 1430 S Tower Road, Alamo, Texas
- Incident Number – 22-0492 – for a Hazardous condition, Other at 913 San Mateo, San Juan, Texas
- Incident Number – 22-0497 – for a Locked inside a vehicle at 1009 Victory, San Juan, Texas.

Volunteer Department

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

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Fire Inspections

A total of 62 inspections were conducted in the month of August 2022. Please see attached for detailed information about each conducted inspection.

Plan Reviews

The following plans were reviewed for the month of August 2022:

- Alfonso Hinostraza
- San Juan Oak Subdivision
- Shops of Chavez
- Plantation Heights
- La Paloma Subdivision
- San Juan Oak Subdivision – second set
- San Juan Fire Department
- Valley Ranch Subdivision No 4
- Valley Ranch Subdivision No 3

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belongs only to the logs that were submitted by the Fire Chief, Lieutenant, or Firefighter in Charge for the month of August 2022 to the Administration Office.

- A total of 295.10 Gallons of Unleaded
- A total of 870.70 Gallons of Diesel



Rudy Muniz
Lieutenant

**August 2022
Call Volume Monthly Breakdown**

Fire House Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	0
323	Auto-Pedestrian	1
324	Motor Vehicle Accidents w/o Injuries	3
311	Medical Call	27
142/143	Grass/Brush Fires	2
131	Vehicle Fires	2
700/750	False Alarms	10
154	Trash Fires	1
550/551	Assist other Agency/Dept.:	8
651	Smoke Scare	1
111	Structure Fires	0
1101	Equipment Fire	0
412	Gas Leak	6
480	Attempted burning, Illegal action	0
600	Good Intent Call	0
611	Cancelled in Route	0
622	Wrong Location/No Incident Found	0
541	Bee attack/ Animal Problem	1
331	Child Locked in a Vehicle	1
440/1601	Electrical Equipment Problem (Pole)	0
1131	Cooking Fire	0
100	Fire, Other	1
Grand Total:		65

Call Volume for each shift:

A Shift	19
B Shift	17
C Shift	29

Respectfully Submitted by,

Rudy Muniz Lieutenant



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

Med-Care Response Times [July] 2021

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
7/2/21	21-356	1220 South Ohio	15:44	15:48	4min	Medical Call
7/5/21	21-364	420 Citrus Circle	13:19	13:30	11min	Lift Assist
7/5/21	21-365	131 East 2nd street	19:33	19:41	8min	Medical Call
7/7/21	21-370	1330 South Shufford	18:49	19:02	13min	Possible Suicide
7/8/21	21-371	Raul Longoria 495	17:36	17:52	16min	MVA
7/12/21	21-372	733 San Lucas	22:05	22:14	9min	MVA
7/17/21	21-379	800 North Raul Longoria	10:23	10:35	12min	Medical Call
7/17/21	21-380	212 West San Diego	17:22	17:31	9min	Stroke
7/21/21	21-385	424 West Business 83	22:44	22:48	4min	Medical Assist
7/23/21	21-389	105 Blue Bird	16:36	16:47	11min	Medical Assist

7/27/21	21-395	SouthGate / Raul Longoria	23:20	23:27	7min	Vehicle Fire
7/28/21	21-398	Raul Longoria / Sioux Rd	23:14	23:19	5min	MVA
7/30/21	21-404	529 South I RD	7:18	7:28	10min	Medical Call
7/30/21	21-405	1908 South Standard	18:31	18:44	13min	Medical Call
7/31/22	22-498	707 S san Antonio	20:55	20:57	2min	Medical Call

Fire Inspection August 2022

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	8/1/22	Felicia Decor	2604 N Raul Longoria HWY, Ste 108	Felicia Segura	J. Salinas	Approved
2	8/1/22	Contra Diesel	2003 N Veterans RD, Unit 10	Anna Cuellar	J. Salinas	Approved
3	8/2/22	7-Eleven Inc #40617H	2201 S Veterans RD	Sandra Pena	J. Salinas	Approved
4	8/2/22	JMC Carpet and Flooring	1802 N Raul Longoria HWY, Ste 3-4	Maria Cruz	J. Salinas	Approved
5	8/3/22	Idea Public Schools	600 E Sioux RD	Adrian Silva	J. Salinas	Approved
6	8/4/22	Tierra Santa Adult Daycare	508 S Standard AVE	Fathi Haj Yahya	J. Salinas	Approved
7	8/4/22	Stamp Art	2604 N Raul Longoria HWY, Ste 118	Gustavo Salazar Villarreal	J. Salinas	Approved
8	8/9/22	Arnoldo Cantu, Sr. Elementary	2900 N Raul Longoria HWY	A Gonzalez	J. Salinas	Approved
9	8/9/22	Sgt. Trevino Elementary	901 E Eldora RD	Antonio Alvarez	J. Salinas	Approved
10	8/9/22	Kids' Quest Learning Academy, LLC	516 E 495, A	Elia M. Madera	J. Salinas	Approved
11	8/9/22	Enfant Jardi Daycare and Learning Center	210 S Nebraska AVE	Maricela Cisneros	J. Salinas	Approved
12	8/9/22	Raul H. Yzaguirre Middle School	605 E 495	Raul Garcia	J. Salinas	Approved
13	8/9/22	Reed-Mock Elementary	400 E Eldora RD	Adan Ruiz	J. Salinas	Approved
14	8/10/22	Doedyns Elementary	1401 N Raul Longoria HWY	Jose Martinez jr	J. Salinas	Denied
15	8/10/22	Auto Zone #5922	1611 N Raul Longoria HWY	Alberto Javier Briones	J. Salinas	Approved
16	8/10/22	Building Bridge Therapy Clinic	516 E 495, Ste B	Ylana Robles	J. Salinas	Approved
17	8/10/22	Marisol's Resturant	2100 N Raul Longoria HWY	Hortencia Mata	J. Salinas	Approved
18	8/10/22	Clover Elementary	800 Carrol ST	Lucille Lerma	J. Salinas	Denied
19	8/10/22	Sorensen Elementary	701 E Sam Houston BLVD	Everardo Rodriguez	J. Salinas	Approved
20	8/10/22	Austin Middle School	804 S Stewart RD	Ernesto Guajardo	J. Salinas	Approved
21	8/12/22	P&E Tax Service, LLC	200 W Interstate 2, Ste M	Erika A Munoz	J. Salinas	Approved
22	8/12/22	Popeye Snocone, LLC	623 S Veterans RD	Maria Padilla	J. Salinas	Approved
23	8/12/22	Idea Public Schools	200 N Nebraska AVE	Randy Rodriguez	J. Salinas	Approved
24	8/12/22	BEAUTIFUL MINDS LEARNING CENTER	100 N Oblate ST	Esau Leija	J. Salinas	Approved
25	8/15/22	Central Kitchen PSJA	800 S Stewart RD	Jim L Brewster	J. Salinas	Approved
26	8/15/22	PSJA Transportation Department	400 E 83 BUS	Jose Rivera	J. Salinas	Approved
27	8/15/22	Edith & Ethel Carman Elementary	100 W Ridge RD	Ruben Cortes	J. Salinas	Denied

	Date	Name of Business	Address	Contact	Inspector	App/Deny
28	8/15/22	PSJA Collegiate High School	704 W Ridge RD	Jesus Delgado	J. Salinas	Approved
29	8/15/22	PSJA Maintenance Building	600 W Ridge RD	Andrew S Garza	J. Salinas	Approved
30	8/15/22	JNV Nutrition	2012 N Raul Longoria HWY, Ste A	Josue Antonio Vela	J. Salinas	Approved
31	8/16/22	Dollar Tree Store, Inc	1614 N Raul Longoria HWY	Abigail Villaneda	J. Salinas	Approved
32	8/16/22	Distribuidora La Morenita	1802 N Raul Longoria HWY, Ste 1 & 2	Andrea Ramirez	J. Salinas	Approved
33	8/16/22	Take 5 Oil Change	103 N Cesar Chavez RD	Justin Gibson	J. Salinas	Approved
34	8/18/22	PSJA Early College High School	805 W Ridge RD	Andrew Garza	J. Salinas	Approved
35	8/18/22	Pitt's Food Truck	1802 N Raul Longoria HWY	Diego Tanguma	J. Salinas	Approved
36	8/23/22	San Juan Headstart II	601 E Earling RD	Norma Donava	J. Salinas	Approved
37	8/24/22	MG Oficinas Services	1203 N Raul Longoria HWY, Ste M	Veronica Lopez	J. Salinas	Approved
38	8/24/22	Consultorio Hierberia San Jose	518 S Standard AVE	Jose Mendola	J. Salinas	Approved
39	8/26/22	Pronto Lube	2201 N Raul Longoria HWY	Alvaro J Banda	J. Salinas	Approved
40	8/26/22	Villarreal's Upholstery	610 S Standard AVE	Felix Villarreal	J. Salinas	Approved
41	8/26/22	Cortez Cabinet Shop	706 S Nebraska AVE	Juan A Cortez	J. Salinas	Approved
42	8/26/22	Risica and Sons	403 E Interstate 2 HWY E	Tony Risica	J. Salinas	Approved
43	8/29/22	EZ Furniture	3102 N Raul Longoria HWY, Ste B	Maria Botello	J. Salinas	Approved
44	8/29/22	Rodriguez Screen Printing	2203 N Raul Longoria HWY, Ste B-1	Rodriguez	J. Salinas	Approved
45	8/29/22	WaterPlex Inc	1805 N Raul Longoria HWY	Francisco Coronado	J. Salinas	Approved
46	8/29/22	Ray & Roy Motor Sales	1709 N Raul Longoria HWY		J. Salinas	Approved
47	8/29/22	Designers Fades Nails Lashes	504 N Veterans RD, Ste C	Brian Illas	J. Salinas	Approved
48	8/29/22	Rainbow Adult Daycare	618 Kansas ST	Rosie Morgan	J. Salinas	Approved
49	8/29/22	Gilsa North America LLC	801 E Interstate 2 HWY E		J. Salinas	Denied
50	8/29/22	Just a Cut	105 S Cesar Chavez RD, Ste 9	Beatriz Bautista	J. Salinas	Approved
51	8/29/22	Carreon Mufflers Shop	126 W 83 BUS	Juan Carron	J. Salinas	Approved
52	8/30/22	Jaguar Land Rover San Juan	601 E 83 EXPY	Alberto Villalobos	J. Salinas	Approved
53	8/30/22	Otilias Beauty Salon	3000 N Raul Longoria HWY	Juan Rodriguez	J. Salinas	Approved
54	8/30/22	GF Client Service, LLC	502 N Veterans RD, Ste A	Gilbert Fonseca	J. Salinas	Approved
55	8/30/22	Midline Dental Laboratory	504 N Veterans RD, Ste 2	Yoana Hernandez	J. Salinas	Approved
56	8/30/22	Memorial Funeral Home	311 E 83 EXPY	Sophia Salinas	J. Salinas	Approved
57	8/30/22	Rock N Thrift	506 S Nebraska AVE	Saul Sanchez	J. Salinas	Approved



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: 09/20/2022

SUBJECT: Department of Finance Monthly Report.

Finance Department

Department Description

The Finance Department has the responsibility to safeguard the City’s financial assets and manage its resources according to state law, the 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 the financial responsibility of the City’s
- Investment policy prioritizing the objectives of safety, liquidity and yield

Additional Information

7 STAFF MEMBERS

Maintained 26 funds, assisted 24 departments and posted 1,510 journal entries, issued 3,276 disbursement checks, 289 Bank Drafts and processed 6,456 payroll checks and direct deposits, through the months of July, 2022.

August Sales Tax 17.16% % Increase to \$72,750 compared to last year.

Audit FY 2020/2021 100% complete

Reconciled 11 Bank Accounts

Budget Adjustments (35)

Budget Amendments (4)

Manage a 30.2 million budget

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

- 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 customer complaints.

- The City of San Juan collects about 7,058 water and 9,968 sewer accounts.
- North Alamo Water Supply Corporation service 3,318 sewer accounts.

Per the Audited Financial Report, in FY ending 9/30/2021, the Utility Fund collected 5.7 million and the Sanitation Fund 3.3 million with a combined 9 million.

- Email Billing (208)

Service Orders

1. Connects	49
2. Meter information	37
3. Disconnect	41
4. Dead Meters Change	6
5. Past Due Notice	1,724
6. Cut Off Register	135
7. Cut List	32

Payments are made by

65 % paid in person
 1 % juniors
 22 % online
 6 % bank drafts
 6 % other locations

- Staff of 7 Employees

Purchasing Division

Purchasing Description

The 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.

Activity through April, 2022.

• Purchase Orders Issued	3211
• Purchase Order Changes/Voids	148
• Bid Openings	10
• Public Auction	1
• Revenue on Auction 12/2021	\$32,717.50

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Hold a Public Hearing regarding a Conditional Use Permit for a Haunted House at the San Juan Hotel located at 125 W. Business 83, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by ZAEEE, LLC.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit to allow a Haunted House at the San Juan Hotel starting October 6 through November 1st. Operating hours are proposed from 7:00 p.m. to 12:00 a.m. A copy of the contract, Hold-Harmless forms, and letters from property owners allowing the use of their parking lot areas were submitted for review.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to sixteen (16) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval. On September 15, 2022, the Planning & Zoning Commission unanimously recommended approval of the CUP.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/15/2022
CITY COMMISSION – 09/27/2022
DATE PREPARED – 09/20/2022

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to Allow a Haunted House at the San Juan Hotel
APPLICANT:	ZAEEE, LLC.
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lots 1-6, Block 28, San Juan Original Townsite
LOCATION:	The property is located at the Southwest corner of Business 83 and Lincoln Avenue.
EXISTING ZONING:	Neighborhood Commercial District
EXISTING LAND USE/ ADJACENT ZONING:	<i>North</i> – Commercial; Neighborhood Commercial District (C-1) <i>South</i> – Commercial; Neighborhood Commercial District (C-1) <i>East</i> – Commercial; Neighborhood Commercial District (C-1) <i>West</i> – Commercial; Neighborhood Commercial District (C-1)
ACCESS AND CIRCULATION:	This property has access along Business Hwy 83
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit to allow a Haunted House at the San Juan Hotel starting October 6 through November 1st. Operation hours from 7:00 p.m. to 12:00 a.m. A copy of the contract, liability insurance and letters from property owners allowing the use of parking lot were submitted for review.

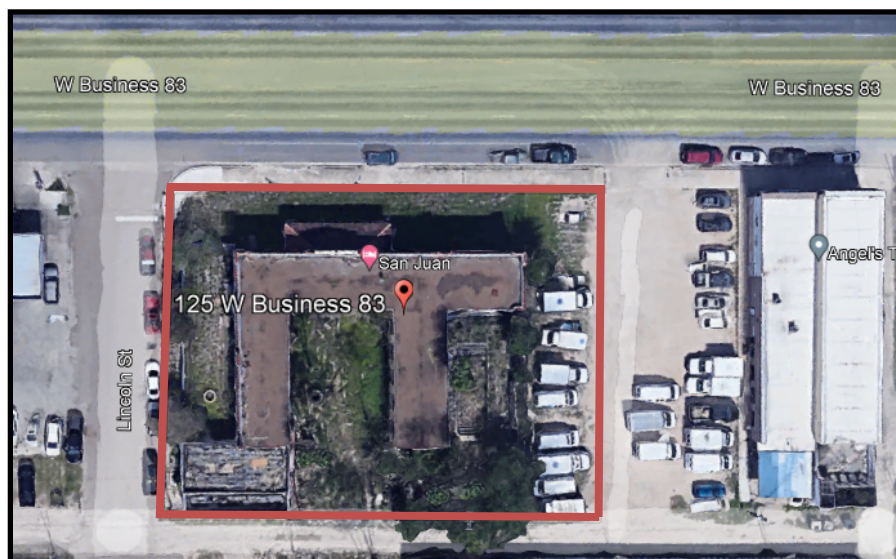
Fire, PD, Code Enforcement, Inspections, and Planning have conducted two inspections of the first floor of the hotel. Several safety hazards have been identified and the applicant has been made aware. He has corrected them as we have instructed him to. The swimming pool shall be filled with fill dirt and gravel, as well as, fenced to prevent anyone from falling into the pool.

The applicant has made over \$20,000 worth of improvements to the building (cleaning, hauling debris, adding gravel around the building, installing numerous cameras, etc.). A final inspection prior to the event shall be conducted by the City if the Conditional Use Permit is approved. The applicant shall obtain liability insurance and add the City of San Juan as an additional Insured.

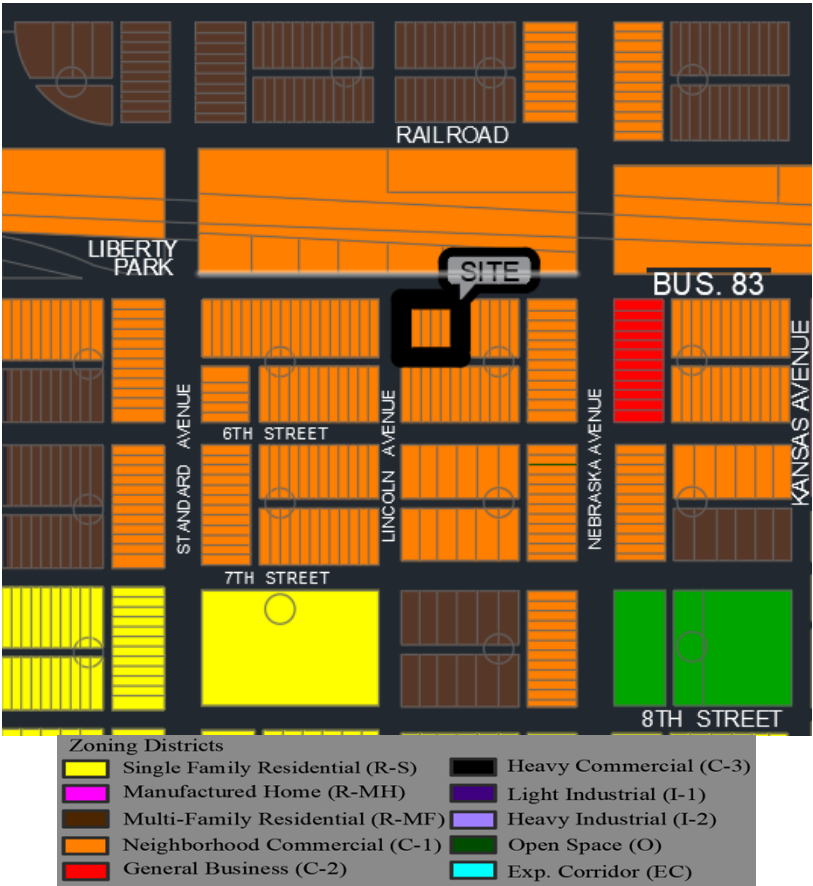
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to sixteen (16) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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



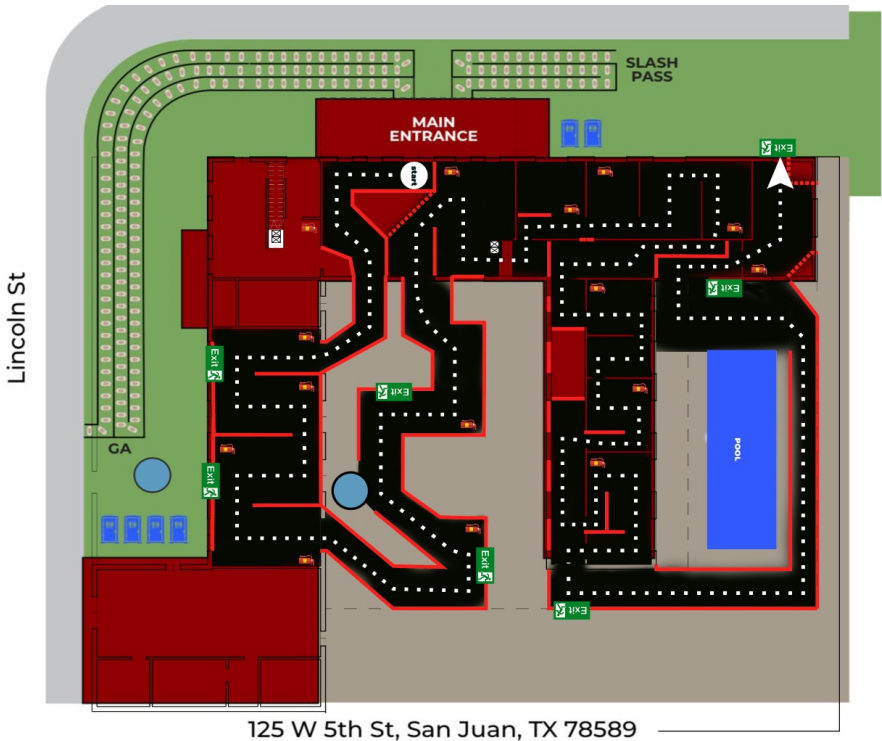
Aerial Map



Zoning Map



Proposed Site



Site Plan



Proposed Parking Area







ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A HOUNTE HOUSE AT THE SAN JUAN HOTEL LOCATED AT 125 W. BUSINESS 83, LEGALLY DESCRIBED AS LOTS 1 THROUGH 6, BLOCK 28, SAN JUAN ORIGINAL TOWNSITE, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, ZAEED, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow a Haunted House at the Old San Juan Hotel located at 125 W. Business 83.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to ZAEED, LLC. for a Conditional Use Permit to allow a Haunted House at 125 W. Business 83, subject to the following conditions:

1. A final inspection must be completed prior to opening.
2. Sheriff's and Constables will provide a traffic control plan and assist with parking.
3. Generators will be used for power.
4. Swimming pool area shall be filled by dirt and fenced.
5. All safety hazards identified by staff shall be corrected.
6. Insurance shall be provided with the City of San Juan as an additional insured.

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

PASSED and APPROVED on first reading on the 27th day of September, 2022.

PASSED and APPROVED on second and final reading on the _____ day of _____, 2022.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEEEE, LLC.

ZAEEEE, LLC.
1641 W. Canal
Pharr, TX 78577

De Mange, Robert
P.O. Box 296
San Juan, TX 78589

Acevedo, Gustavo L. Jr.
814 Del Oro Ln.
Pharr, TX 78577

Escalante, Enrique
P.O. Box 1410
San Juan, TX 78589

R&R Zuniga Properties, INC.
306 E. 11th Street
San Juan, TX 78589

Alvarado, Reynaldo Sr. Sr.
120 W. US Highway 83
San Juan, TX 78589

City of San Juan
106 W. 6th Street
San Juan, TX 78589

Espino, Hector Jr.
416 E. Hall Acres Rd.
San Juan, TX 78589

Cepeda, Jose G.
101 W. US Business 83
San Juan, TX 78589

Reyes, Jesus R.
810 E. Marion St.
Pharr, TX 78577

Cepeda, Jose Alejandro and
Kimberly J.
103 W. US Business 83
San Juan, TX 78589

Zuniga, Brenda
306 East 11th Street
San Juan, TX 78589

City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589

Garza, Federico Garza and Adan
Miguel Angel M. Reyna
504 W. Lincoln Avenue
San Juan, TX 78589

Baughman, Nadia G.
209 W. Business 83
San Juan, TX 78589

Texas State Bank
c/o Diana Seale Compass Bank
15 20th St S Ste. 501
Birmingham, AL 35233-2000

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEEE, LLC.

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEEE, LLC.

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEED, LLC.

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEEE, LLC.

Conditional Use Permit to Allow a Haunted House at the San Juan Hotel located at 125 W. Business 83, at the Southwest corner of Business 83 and Lincoln Avenue, legally described as Lots 1 through 6, Block 28, San Juan Original Townsite, as Requested by Eric Treviño, ZAEED, LLC.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision Phase 3 and 4 being a 21.19-acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of Hall Acres and Cesar Chavez Road, as Requested by Esponjas Development, LTD.

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located approximately a quarter of a mile West of Cesar Chavez Road, along the South side of Hall Acres. It is the City's policy to annex subdivisions processed and approved within the city's ETJ. On August 23, 2022, the City Commission approved Resolution 2022-18 accepting a petition for voluntary annexation and setting dates and times for public hearings.

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

RECOMMENDATION:

Hold the Second Public Hearing for a Voluntary Annexation Petition.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

PETITION FOR ANNEXATION

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

The undersigned, owner of land or representative of the majority of landowners hereby petitions the City Council of the City of San Juan to annex **Valley Ranch Subdivision No. 3 and Valley Ranch Subdivision No. 4 being a 21.19 Acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County Texas.**



Eduardo Cantu
Esponjas Development, Ltd., a Texas
Limited Partnership

STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day appeared Eduardo Cantu who stated upon his oath the following:

My name is Eduardo Cantu and I am the agent of the majority of the landowners.
There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant saith not.

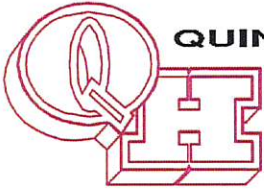


Eduardo Cantu
Esponjas Development, Ltd., a Texas
Limited Partnership

SWORN TO and subscribed before me on the 15th day of August, 2022



Notary Public in Hidalgo County, Texas



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 21.19 ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 27, 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 356366, 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.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF HALL ACRES ROAD FOR THE NORTHWEST CORNER OF LOT 11 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 11 AND THE CENTERLINE OF HALL ACRES ROAD, A DISTANCE OF 726.84 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT (A 4.273 ACRE TRACT OUT OF LOTS 11 AND 12, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 885325, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°07'56" W, ALONG THE WEST LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 1,270.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT CANAL RIGHT OF WAY (RECORDED IN VOLUME 0, PAGES 63 AND 64, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE NORTH LINE OF SAID 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.2 CANAL RIGHT OF WAY, A DISTANCE OF 723.91 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 11 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 11, PASSING AN ALUMINUM DISK STAMPED ARANDA & ASSOCIATES FOUND AT 1,250.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF HALL ACRES ROAD, A TOTAL DISTANCE OF 1,270.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.19 ACRES OF LAND MORE OR LESS.

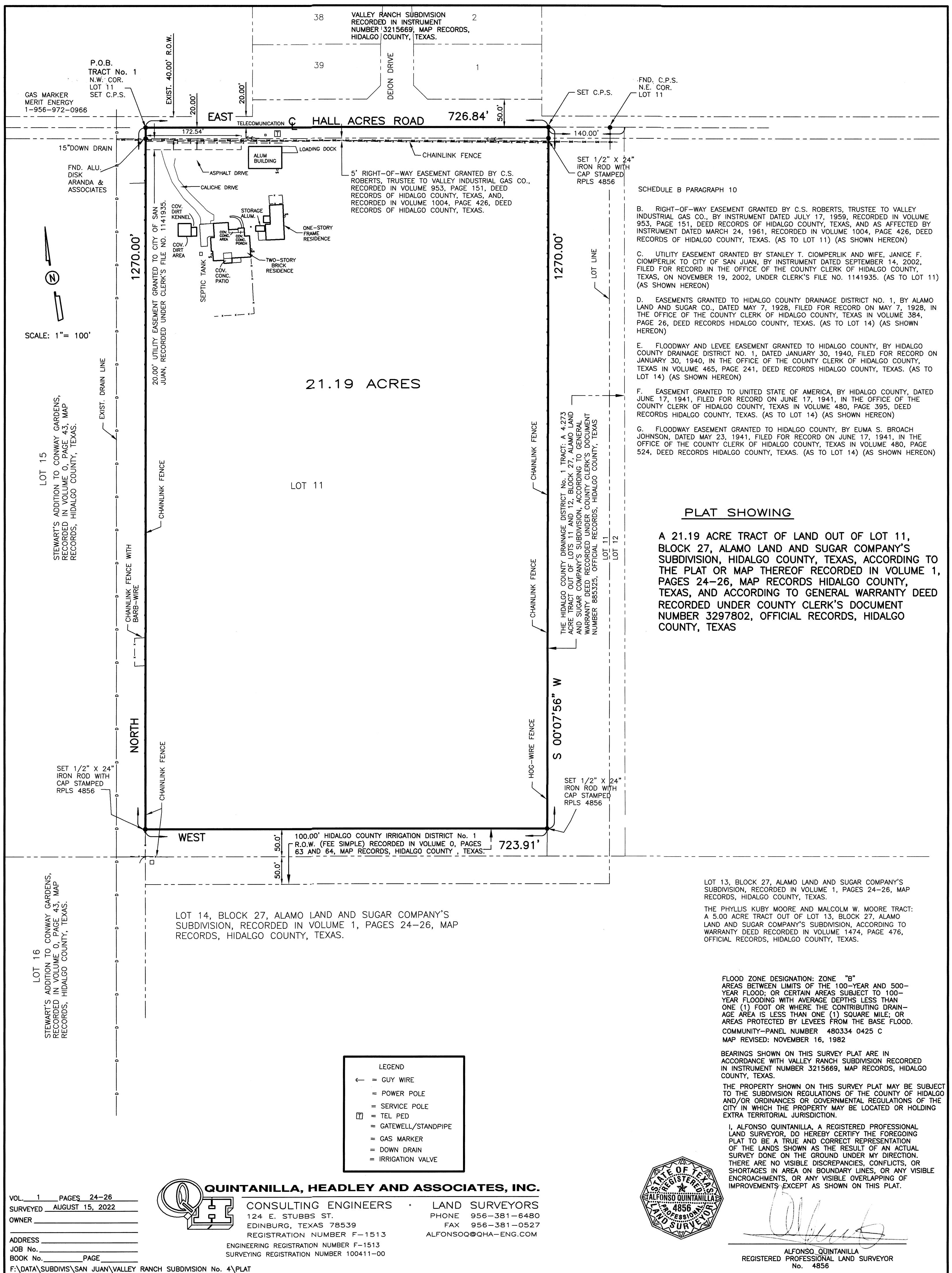
BEARINGS ARE IN ACCORDANCE WITH VALLEY RANCH SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 3215669, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: DECEMBER 23, 2021

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856







**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Valley Ranch Subdivision No. 3 and 4 Being 21.19-acre tract of land out of Lot 11, 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, as Requested by Esponjas Development, LTD.
Thursday, August 18, 2022	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Thursday, August 18, 2022	Negotiate written service agreement with property owner and City.
Tuesday, August 23, 2022	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, August 31, 2022	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, September 13, 2022	City Commission holds public hearing on Voluntary Annexation.
Wednesday, September 14, 2022	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, September 27, 2022	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, October 11, 2022	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, October 25, 2022	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.



RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF 21.19-ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 27, 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 September 13, 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 September 27, 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 23rd day of August, 2022, 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: 

Brenda Escalante
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Hold Second and Final Public Hearing to Consider Ordinance Adopting the Budget for the City of San Juan, Texas, for Fiscal Year Beginning October 1, 2022 to September 30, 2023.

STAFF COMMENTS AND RECOMMENDATIONS:

The Budget Process was initiated by the Department of Finance on April 04, 2022. The 2022-2023 Budget preparation included One (1) on One (1) Budget Sessions with each Department Director on June 22, 2022 to June 24, 2022 to present the Departments Recommendations. Two (2) Budget Workshops with the City Commission were held on June 29, 2022 & September 8, 2022 to present and discuss the Proposed Budget. This budget includes the following recommendations:

BUDGET HIGHLIGHTS

Decrease in property tax rate; tax rate for the FYE 2022-2023 is \$0.6765 per \$100 assessed valuation, lower compared to Fiscal Year 2021-2022 of \$0.6876 per \$100 assessed valuation.

GENERAL FUND

Additional Personnel:

One (1) Administrative Assistant III (City Secretary), One (1) Accounting Clerk (Finance), One (1) Custodian (Building Maintenance), One (1) Administrative Assistant I (Human Resources), One (1) Information Technology Solution (Information Technology Department), One (1) Part-time Code Enforcement Officer (Planning).

The Classification & Compensation plan will be amended as follows:

One (1) Human Resources Generalist to Human Resources Coordinator

Promotion:

One (1) Planner to Assistant Director of Planning

Increase of \$23,837 in funding to the Legislative compared to last year for the following:

Other Professional Services	\$ (1,000)
Supplies	\$ (100)
Miscellaneous	\$ 24,937

Increase \$47,736 in the funding to the City Manager compare to last year for the following:

Salaries & Wages/Benefit	\$ 8,074
Professional Services	\$(13,000)
Other Professional Services	\$(1,075)
Supplies	\$(1,430)
Capital Outlay	\$(55,067)
Miscellaneous	\$(100)

Increase of \$47,415 in funding to the City Secretary compared to last year for the following:

Salaries & Wages/Benefits	\$ 54,376
Professional Services	\$(10,500)
Other Professional Services	\$ 1,913
Supplies	\$ 260
Miscellaneous	\$ 1,366

Increase of \$1,195 in funding to the Municipal Court Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 398
Professional Services	\$(1,200)
Other Professional Services	\$ 1,909
Supplies	\$(1,477)
Miscellaneous	\$ 1,565

Increase of \$50,985 in funding to the Finance Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 46,764
Professional Services	\$(100)
Other Professional Services	\$ 5,871
Supplies	\$ (410)
Miscellaneous	\$(1,140)

Increase of \$5,324 in funding to the Planning & Zoning Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 7,776
Professional Services	\$(500)
Other Professional Services	\$(3,300)
Supplies	\$(2,552)
Capital Outlay	\$ 5,000
Miscellaneous	\$ 100

Increase of \$212,155 in funding to the Police Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 93,538
Professional Services	\$ 4,122
Other Professional Services	\$ (62,321)
Supplies	\$ (128,974)
Lease Payment	\$ 303,757
Miscellaneous	\$ 2,033

Increase of \$176,276 in funding to the Fire Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 164,551
Professional Services	\$ 1,000
Other Professional Services	\$ (9,257)
Supplies	\$ 11,882
Capital Outlay	\$ 8,320
Debt Services	\$ (1,600)
Debt Service	\$ (1,601)
Miscellaneous	\$ 1,380

Increase of \$101,405 in funding to the Streets Division compared to last year for the following:

Salaries & Wages/Benefit	\$ (3,770)
Other Professional Services	\$ 66,650
Supplies	\$ (15,065)
Capital Outlay	\$ 46,200
Miscellaneous	\$ 150

Increase of \$3,293 in funding to the Central Garage Division compared to last year for the following:

Salaries & Wages/Benefit	\$ 1,855
Professional Services	\$ (5,500)
Other Professional Services	\$ 5,200
Supplies	\$ 13,738
Capital Outlay	\$ (12,000)

Increase of \$107,668 in funding to the Parks and Recreation Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 55,090
Professional Services	\$ 750
Other Professional Services	\$ 6,400
Supplies	\$ 10,978
Capital Outlay	\$ (950)

Miscellaneous	\$ 35,400
---------------	-----------

Increase of \$64,017 in funding for the Building Maintenance compared to last year for the following:

Salaries & Wages/Benefit	\$ 35,360
Other Professional Services	\$ 26,700
Supplies	\$ 1,957

Decrease of \$6,265 in funding to the Library Department compared to last year for the following:

Salaries & Wages/Benefit	\$ (5,265)
Professional Services	\$ 791
Other Professional Services	\$ (2,413)
Supplies	\$ (328)
Miscellaneous	\$ 950

Decrease of (\$2,101,669) in funding to the Administration Department compared to last year for the following:

Professional Services	\$ 14,294
Other Professional Services (Insurance)	\$ 218,389
Supplies	\$ (939)
Debt Service	\$ (1,000)
Miscellaneous	\$ (22,300)

Increase of \$63,514 in funding to the Human Resources compared to last year for the following:

Salaries & Wages/Benefit	\$ 54,854
Professional Services	\$ 4,500
Other Professional Services	\$ 2,000
Supplies	\$ 2,070

Increase of \$10,597 in funding for the Information Technology compared to last year for the following:

Salaries & Wages/Benefit	\$ 66,542
Professional Services	\$ (109,564)
Other Professional Service	\$ 21,798
Supplies	\$ (59,041)
Capital Outlay	\$ (32,120)
Miscellaneous	\$ 122,982

Decrease of \$11,750 in funding to the Emergency Management Department compared to last year for the following:

Professional Services	\$ (6,500)
Supplies	\$ 2,750
Capital Outlay	\$ (10,000)

Decrease of \$8,161 in funding to the Animal Control Department compared to last year for the following:

Salaries & Wages/Benefit	\$ (3,061)
Professional Services	\$ 1,100
Other Professional Services	\$ (8,200)
Supplies	2 \$ 2,000

SANITATION BUDGET HIGHLIGHTS

The Sanitation Two (2) Light Equipment Operators to Medium Equipment Operator had no salary increase. The Division of Recycling was merged with the Sanitation Department. Two (2) Light Equipment Operators, One Medium Equipment Operator, One (1) Environmental Specialist /Water Coordinator, One (1) Administrative Assist III.

SANITATION FUND

Increase of \$803 in funding to the Organization for the following:

Professional Services (Insurance)	\$ (3,000)
Other Professional Service	\$ 4,103
Debt Service	\$ 1,000
Miscellaneous	\$ (1,300)

Decrease of (\$590,108) in funding to the Sanitation Department compared to last year for the following:

Salaries & Wages/Benefit	\$ 174,699
Professional Services	\$ (7,200)
Other Professional Services	\$ 42,658
Supplies	\$ 108,406
Capital Outlay	\$ 90,000
Miscellaneous	\$ 181,614

The Recycling Department for the following was combined with the Sanitation Department:

UTILITY FUND

Additional Personnel:

One (1) Billing Clerk/Cashier (Utility Billing & Collections).

Promotion:

One (1) Crew Leader to Assist Director of Public Utilities.

Increase of \$15,884 in funding to the Utility Billing & Collection compared to last year for the following:

Salaries & Wages/Benefit	\$	23,300
Professional Service	\$	4,100
Other Professional Service	\$	(9,399)
Supplies	\$	3,292
Capital Outlay	\$	(9,350)
Miscellaneous	\$	3,941

Decrease of (\$313,651) in funding to the Utility Administration compared to last year for the following:

Salaries & Wages/Benefit	\$	(1,098)
Other Professional Service	\$	(10,720)
Supplies	\$	(2,300)
Capital Outlay	\$	(1,500)
Miscellaneous	\$	(1,545)

Decrease of (\$375,437) in funding to the Water Plant compared to last year for the following:

Salaries & Wages/Benefit	\$	170
Professional Services	\$	(5,000)
Other Professional Services	\$	(212,930)
Supplies	\$	(57,881)
Capital Outlay	\$	(14,820)
Miscellaneous	\$	(84,976)

Decrease of (\$773,539) in funding to the Water Distribution compared to last year for the following:

Salaries & Wages/Benefit	\$	13,221
Other Professional Service	\$	(6,430)

Supplies	\$ (58,167)
Capital Outlay	\$ (722,163)

Increase of (\$711,704) in funding to the Sewer Collection compared to last year for the following:

Salaries & Wages/Benefit	\$ 23,778
Professional Services	\$ (3,352)
Other Professional Services	\$ (447,100)
Supplies	\$ (109,306)
Capital Outlay	\$ (163,825)
Miscellaneous	\$ (11,899)

Decrease of (\$313,717) in funding to the Sewer Plant compared to last year for the following:

Salaries & Wages/Benefit	\$ (2,448)
Professional Services	\$ (13,000)
Other Professional Service	\$ (63,047)
Supplies	\$ (130,182)
Capital Outlay	\$ (100,000)
Miscellaneous	\$ (5,040)

STORM WATER FUND

Decrease of (\$2,869) in funding for Storm Water compared to last year for the following :

Salaries & Wages/Benefit	\$ (629)
Other Professional Services	\$ (4,272)
Supplies	\$ 11,492)
Miscellaneous	\$ 6,500)

MISCELLANEOUS GRANTS

The City Miscellaneous Grant Fund includes Four, Two (2) Peace Officers (COPS Grant)

PARKS DEVELOPMENT FUND

The Hike and Bike project will continue to be funded by the City, including \$25,000 for the next Fiscal Year through the Parks Development fund.

The fund balance for the General Fund is projected to be 43% of the projected expenditures for the Fiscal Year ending on September 30, 2023. The Solid Waste Fund continues to remain financially stable. The Budget Ordinance is attached for your consideration.

RECOMMENDATION:

Staff Recommend Approve of First Public Hearing and Consider Ordinance Adopting the Proposed Budget for the City of San Juan for Fiscal Year beginning October 1, 2022 through September 30, 2023.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE No. ____

AN ORDINANCE BY THE SAN JUAN CITY COMMISSION ADOPTING THE BUDGET OF THE CITY OF SAN JUAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SAN JUAN, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION I: The Budget for the City of San Juan, Texas for the fiscal year beginning October 1, 2022, and ending September 30, 2023, as submitted by the City Manager is hereby approved in all respects, and adopted as the City's budget for the fiscal year beginning the 1st day of October, 2022 and ending the 30th day of September, 2023.

The **General Fund** Budget is hereby approved in the amount of **\$15,878,618**; the **Utility Fund** Budget is hereby approved in the amount of **\$4,326,113**; the **Solid Waste Fund** Budget is hereby approved in the amount of **\$4,008,060**; the **Asset Forfeiture-State Fund** Budget is hereby approved in the amount of **\$15,000**; the **Miscellaneous Grants Fund** is hereby approved in the amount of **\$81,353**; the **Hotel/Motel Occupancy Tax Fund** is hereby approved in the amount of **\$18,650**; and the **Asset Forfeiture-Federal Fund** Budget is hereby approved in the amount of **\$100,000**; the **StormWater Fund** Budget is hereby approved in the amount of **\$305,000**.

The adoption of this Ordinance specifically amends the proposed Budget as filed with the City Secretary, as required by the law, and the Board of Commissioners hereby finds such amendments to be in the best interest of the taxpayers of the City of San Juan, Texas.

SECTION II: That there is hereby appropriated the amount shown in said budget necessary to provide for a Debt Service Fund for the payment of the principal and interest and the retirement of the bonded indebtedness of the City of San Juan, Texas in the amount of **\$2,399,750**; included within the above stipulated amounts.

SECTION III: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION IV: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION V: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions**; but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

SECTION VII: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED and APPROVED on **FIRST READING** at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on the **13th day of September 2022**.

READ, CONSIDERED, PASSED and APPROVED on **SECOND READING** at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on the **27th day of September 2022**.

CITY OF SAN JUAN

By: _____
Mario Garza, Mayor

ATTEST:

By: _____
Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Hold a Public Hearing and Consider an Ordinance Regarding Amending Chapter 5 Fire Prevention and Protection, Article 5.02 Fire code and Article 5.03 Life Safety Code, to Update the Currently Adopted International Fire Code and NFPA Life Safety Code; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

STAFF COMMENTS AND RECOMMENDATIONS:

The adoption of the most current Fire Code and Standards is to facilitate proper inspection activities by the city relating to construction and maintenance of building and public safety, health and general welfare. The most current codes and standards provide the opportunity for cost saving based on the usage of the latest technology and practices and assure that products and materials are available in the market and comply with specifications and testing standards referenced in the code. The proposed update is to adopt the 2018 International Fire Code and NFPA 101 Life Safety Code - 2018 Edition.

The current codes are in excess of 8 years, which results in lower classification by the Insurance Service Office, Inc. (ISO). Failure to adopt the codes would inevitably result in higher insurance premiums for local property owners.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING CHAPTER 5 FIRE PREVENTION AND PROTECTION, ARTICLE 5.02 FIRE CODE AND ARTICLE 5.03 LIFE SAFETY CODE, TO UPDATE THE CURRENTLY ADOPTED INTERNATIONAL FIRE CODE AND NFPA LIFE SAFETY CODE; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the City of San Juan, Texas is home rule city incorporated under the laws of the State of Texas whose purpose includes improving the quality of life for its citizens; and

WHEREAS, the City Commission has adopted various technical building-related codes that will provide structure as to the minimum requirements of buildings and associated improvements within its city limits; and

WHEREAS, the City Commission understands that, from time to time, such technical codes have to be assessed to be updated to have structures comply with commonly prevailing structural codes and thus continually improve the quality and safety of the lives of San Juan citizens; and

WHEREAS, the City Commission currently recognizes and enforces provisions of the 2012 International Fire Code under Chapter 5 Fire Prevention and Protection, under Article 5.02 Fire Code and the 2003 NFPA 101 under Article 5.03 Life Safety Code of the City's Code of Ordinances and desires to amend and update such Articles by recognizing and adopting the 2018 International Fire Code and the 2018 NFPA 101 Life Safety Code so as to improve the current stock of private improvements to be kept at a higher measure of structural integrity and safety.

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

SECTION 1: CHAPTER 5 FIRE PREVENTION AND PROTECTION, ARTICLE 5.02 FIRE CODE, SECTION 5.02.001 OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES is hereby amended by deleting the stricken out language below and adding the new provisions as underlined below:

Sec. 5.02.001 Adopted

- (a) It is the desire of the city to adopt the ~~2012~~ 2018 edition of the International Fire Code. The adoption of this code is done to facilitate proper inspection activities by the city relating to construction and to maintenance of buildings within the city and relating to public safety, health and general welfare.
- (b) The following code is hereby adopted by reference as if copied herein fully:

International Fire Code – ~~2012~~ 2018 Edition

SECTION 2: CHAPTER 5 FIRE PREVENTION AND PROTECTION, ARTICLE 5.03 LIFE SAFETY CODE, SECTION 5.03.001 OF THE CITY OF SAN JUAN'S CODE OF ORDINANCES is hereby amended by deleting the stricken out language below and adding the new provisions as underlined below:

Sec. 5.03.001 Adopted

- (a) It is the desire of the city to adopt the ~~2003~~ 2018 edition of the NFPA 101 Life Safety Code. The adoption of this code is done to facilitate proper inspection activities by the city relating to construction and to maintenance of buildings within the city and relating to public safety, health and general welfare.
- (b) The following code is hereby adopted by reference as if copied herein fully:

NFPA 101 Life Safety Code – ~~2003~~ 2018 Edition

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until the fifteen (15) days has passed after its first reading.

SECTION 4. PUBLICATION. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 5. CODIFICATION. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 6. SEVERABILITY. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 7. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 27th day of September, 2022.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of _____ 2022.

CITY OF SAN JUAN, TEXAS

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:
Palacios Garza & Thompson, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Approval of the Economic Development Corporation's Proposed Budget for Fiscal 2022-2023.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Economic Development Corporation's Proposed Budget for Fiscal 2022-2023.

RECOMMENDATION:

Approve Proposed Budget for Fiscal Year 2022-2023.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan, TX

Budget Worksheet

Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023	2022-2023	2022-2023
								FINAL	FINAL	FINAL
Fund: 24 - SAN JUAN E. D. C.										
Revenue										
RevenueType: 3200 - SALES TAX REVENUE										
24-3200.1101	SALES TAX - 4B	980,000.00	1,155,176.14	1,044,000.00	1,322,374.71	1,316,000.00	1,253,612.03	1,537,643.00	1,537,643.00	1,537,643.00
24-3200.1104	RFND GEN SALES & USE TAX	-10,000.00	-14,859.36	-15,000.00	-14,859.36	-15,000.00	-12,382.80			
RevenueType: 3200 - SALES TAX REVENUE Total:		970,000.00	1,140,316.78	1,029,000.00	1,307,515.35	1,301,000.00	1,241,229.23	1,537,643.00	1,537,643.00	1,537,643.00
RevenueType: 3700 - OTHER REVENUE										
24-3700.1100	INTEREST EARNED	0.00	1,121.22	0.00	1,056.29	1,000.00	5,588.65	1,000.00	1,000.00	1,000.00
24-3700.1105	MEMBERSHIP DUES	0.00	300.00	0.00	300.00	300.00	0.00	300.00	300.00	300.00
24-3700.1300	MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,599.00	100.00	0.00			
RevenueType: 3700 - OTHER REVENUE Total:		0.00	1,421.22	0.00	2,955.29	1,400.00	5,588.65	1,300.00	1,300.00	1,300.00
RevenueType: 3800 - OTHER FINANCING SOURCES										
24-3800.1060	OPERATING TRANSFER-EDC SALE...	-134,108.00	-134,104.54	-105,235.00	-105,036.54	-104,593.00	-95,974.12	-104,593.00	-104,593.00	-104,593.00
RevenueType: 3800 - OTHER FINANCING SOURCES Total:		-134,108.00	-134,104.54	-105,235.00	-105,036.54	-104,593.00	-95,974.12	-104,593.00	-104,593.00	-104,593.00
Revenue Total:		835,892.00	1,007,633.46	923,765.00	1,205,434.10	1,197,807.00	1,150,843.76	1,434,350.00	1,434,350.00	1,434,350.00

For Fiscal: 2021-2022 Period Ending: 09/30/2022

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Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		2019-2020 Total Budget	2019-2020 Total Activity	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	Defined Budgets 2022-2023 FINAL	2022-2023 FINAL	2022-2023 FINAL
Category: 20 - PURCHASED PROF/TECH SRVS										
24-571.3400	ACCOUNTING & AUDITING SERVI...	24,500.00	24,500.00	24,500.00	24,500.00	69,100.00	24,500.00	77,677.00	77,677.00	77,677.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	AUDITOR			0.00	0.00	6,500.00				
FINAL	CITY OF SAN JUAN ADMINISTRATIVE SERVICES			0.00	0.00	71,177.00				
24-571.3410	MANAGEMENT CONSULTING SE...	0.00	25,000.00	0.00	25,000.00	0.00	0.00			
24-571.3430	LEGAL SERVICES	54,000.00	38,714.25	12,000.00	52,141.25	50,000.00	48,613.17	48,000.00	48,000.00	48,000.00
24-571.3499	OTHER PRO & PARA PRO SERVICE	72,000.00	74,344.61	100,000.00	96,253.00	170,000.00	90,815.34	83,000.00	83,000.00	83,000.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	HOLLIS RUTLEDGE & ASSOCIATES			0.00	0.00	36,000.00				
FINAL	Security Service - City Hall			0.00	0.00	5,000.00				
FINAL	SMKT MEDIA GROUP			0.00	0.00	42,000.00				
Category: 20 - PURCHASED PROF/TECH SRVS Total:		150,500.00	162,558.86	136,500.00	197,894.25	289,100.00	163,928.51	208,677.00	208,677.00	208,677.00
Category: 30 - PUR PORP SRVS & OTH SRVS										
24-571.4570	ELECTRICITY	5,000.00	4,457.05	5,000.00	5,035.98	4,500.00	4,469.23	6,120.00	6,120.00	6,120.00
24-571.4590	WATER (UTILITY)	1,400.00	1,197.90	1,400.00	1,224.30	1,400.00	1,419.57	1,320.00	1,320.00	1,320.00
24-571.4640	REPAIR & MAINTENANCE	500.00	420.00	500.00	389.70	700.00	0.00	500.00	500.00	500.00
24-571.4650	RENTAL OF LAND AND BUILDING	32,640.00	29,160.00	32,640.00	35,640.50	35,000.00	30,500.00	32,880.00	32,880.00	32,880.00
24-571.4660	RENTAL OF MACHINERY & EQUIP	4,500.00	5,192.43	5,000.00	2,424.37	4,500.00	6,749.20	4,416.00	4,416.00	4,416.00
24-571.5470	TELEPHONE	4,000.00	8,310.64	7,850.00	7,114.60	6,900.00	7,184.29	7,176.00	7,176.00	7,176.00
24-571.5480	INTERNET	2,500.00	3,111.02	3,468.00	3,894.05	3,600.00	3,540.59	3,672.00	3,672.00	3,672.00
24-571.5490	POSTAGE	200.00	121.00	200.00	55.00	200.00	73.75	200.00	200.00	200.00
24-571.5500	TRAVEL AND TRAINING	19,000.00	15,359.78	10,000.00	4,143.10	15,000.00	13,905.97	20,000.00	20,000.00	20,000.00
24-571.5510	ADVERTISING	10,000.00	0.00	10,000.00	0.00	20,000.00	1,599.97	20,000.00	20,000.00	20,000.00
Category: 30 - PUR PORP SRVS & OTH SRVS Total:		79,740.00	67,329.82	76,058.00	59,921.60	91,800.00	69,442.57	96,284.00	96,284.00	96,284.00
Category: 40 - SUPPLIES										
24-571.6120	OFFICE EQUIPMENT	700.00	0.00	700.00	2,074.94	1,400.00	0.00	1,400.00	1,400.00	1,400.00
24-571.6140	OFFICE SUPPLIES	3,500.00	8,206.03	3,500.00	6,519.65	9,400.00	4,925.76	9,400.00	9,400.00	9,400.00
24-571.6150	MAPS, PLANS PLATS	500.00	0.00	500.00	0.00	2,000.00	0.00	500.00	500.00	500.00
24-571.6180	MILEAGE	2,500.00	1,576.10	2,000.00	1,764.64	3,000.00	3,626.51	3,500.00	3,500.00	3,500.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 09/30/2022

								Defined Budgets		
		2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2022-2023
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	FINAL	FINAL	FINAL
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	Mileage			0.00	0.00	3,500.00				
24-571.6250	FOOD, ICE AND BOTTLED WATER	2,500.00	3,056.62	2,500.00	2,941.59	6,000.00	5,386.39	6,000.00	6,000.00	6,000.00
24-571.6270	CLOTHING AND UNIFORMS	2,200.00	4,329.00	2,000.00	1,039.00	4,000.00	2,594.00	4,000.00	4,000.00	4,000.00
Category: 40 - SUPPLIES Total:		11,900.00	17,167.75	11,200.00	14,339.82	25,800.00	16,532.66	24,800.00	24,800.00	24,800.00
Category: 50 - CAPITAL OUTLAY										
24-571.7954	COMPUTER	3,000.00	3,595.03	0.00	0.00	5,596.00	0.00			
24-571.7956	MACH AND EQUIP.	1,000.00	1,318.89	7,500.00	2,536.78	4,404.00	1,632.23	10,000.00	10,000.00	10,000.00
Category: 50 - CAPITAL OUTLAY Total:		4,000.00	4,913.92	7,500.00	2,536.78	10,000.00	1,632.23	10,000.00	10,000.00	10,000.00
Category: 60 - DEBT SERVICE										
24-571.8790	BOND PRINCIPAL	90,000.00	90,000.00	150,000.00	140,000.00	135,000.00	135,000.00	145,000.00	145,000.00	145,000.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	Comb. Tax & Rev. CO - Series 2020			1.00	45,000.00	45,000.00				
FINAL	General Obligation Refunding Bond - Series 2016			1.00	100,000.00	100,000.00				
24-571.8810	BOND INTEREST	56,350.00	56,350.00	70,298.00	79,008.47	77,475.00	91,687.01	72,850.00	72,850.00	72,850.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	Comb. Tax & Rev. CO - Series 2020			1.00	25,050.00	25,050.00				
FINAL	General Obligation Refunding Bond - Series 2016			1.00	47,800.00	47,800.00				
Category: 60 - DEBT SERVICE Total:		146,350.00	146,350.00	220,298.00	219,008.47	212,475.00	226,687.01	217,850.00	217,850.00	217,850.00
Category: 90 - MISCELLANEOUS										
24-571.9700	MEMBERSHIPS AND SUBS.	4,000.00	400.00	2,000.00	0.00	2,000.00	300.00	2,000.00	2,000.00	2,000.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	EDCLRGVDC			0.00	0.00	500.00				
FINAL	ICSC			0.00	0.00	1,000.00				
FINAL	TML			0.00	0.00	500.00				
24-571.9897	LOCAL AIR ADVERTISEMENT	0.00	0.00	10,000.00	0.00	20,000.00	0.00	20,000.00	20,000.00	20,000.00
24-571.9898	PROMOTIONAL EXPENSE	93,000.00	74,222.53	66,229.00	34,707.09	131,600.00	92,751.84	153,764.00	153,764.00	153,764.00

Budget Worksheet

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		2019-2020		2020-2021		2021-2022		Defined Budgets		
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2022-2023 FINAL	2022-2023 FINAL	2022-2023 FINAL
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	4th of July			0.00	0.00	10,000.00				
FINAL	Mini-Grants			0.00	0.00	10,000.00				
FINAL	Noche De Paz			0.00	0.00	50,000.00				
FINAL	Sponsorship-San Juan Nursing Home			0.00	0.00	1,500.00				
FINAL	Sponsorship-1ST STATE DISTRICT			0.00	0.00	1,500.00				
FINAL	Sponsorship-Boys & Gilrs Club Spring Wine, Food			0.00	0.00	2,500.00				
FINAL	Sponsorship-EDUCATION FOUNDATION			0.00	0.00	2,000.00				
FINAL	Sponsorship-FISHING FOR HOPE			0.00	0.00	1,500.00				
FINAL	Sponsorship-Lions Club-Miss SJ Pageant			0.00	0.00	1,500.00				
FINAL	Sponsorship-PAL 87TH GOLDEN GOLVES			0.00	0.00	2,500.00				
FINAL	Sponsorship-PAL NATIONAL NIGHT OUT			0.00	0.00	1,000.00				
FINAL	Sponsorship-PALM AWARDS			0.00	0.00	1,500.00				
FINAL	Sponsorship-PSJA BEST PRACTICES CONF			0.00	0.00	500.00				
FINAL	Sponsorship-PSJA BOOSTER			0.00	0.00	550.00				
FINAL	UNDESIGNATED			0.00	0.00	67,214.00				
24-571.9899	OTHER - SPECIAL EXPENSES	2,500.00	2,809.71	32,500.00	5,561.00	32,500.00	33,306.03	32,000.00	32,000.00	32,000.00
24-571.9900	OTHER-SETTLEMENT PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	100,000.00	100,000.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	PROJECT STAY			0.00	0.00	100,000.00				
24-571.9901	SPECIAL PROJECTS	140,631.00	47,500.00	147,500.00	147,500.00	173,575.00	55,000.00	396,438.00	396,438.00	396,438.00
Budget Detail										
Budget Code	Description			Units	Price	Amount				
FINAL	DOWNTOWN REVITALIZATION			0.00	0.00	165,000.00				
FINAL	UNDESIGNATED			0.00	0.00	231,438.00				
Category: 90 - MISCELLANEOUS Total:		240,131.00	124,932.24	258,229.00	187,768.09	359,675.00	181,357.87	704,202.00	704,202.00	704,202.00
Department: 571 - SAN JUAN ECONOMIC DEV Total:		835,892.00	703,927.91	923,765.00	892,944.00	1,197,807.00	819,570.08	1,434,350.00	1,434,350.00	1,434,350.00

							Defined Budgets								
							2019-2020	2019-2020	2020-2021	2020-2021	2021-2022	2021-2022	2022-2023	2022-2023	2022-2023
							Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	FINAL	FINAL	FINAL
Department: 690 - MASTER PLANNING PROJECT															
Category: 90 - MISCELLANEOUS															
24-690.9899															
OTHER - EXPENSES							0.00	30,000.00	0.00	0.00	0.00	0.00			
Category: 90 - MISCELLANEOUS Total:							0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Department: 690 - MASTER PLANNING PROJECT Total:							0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

For Fiscal: 2021-2022 Period Ending: 09/30/2022

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Fund Summary

Fund							Defined Budgets			
	2019-2020 Total Budget	2019-2020 Total Activity	2020-2021 Total Budget	2020-2021 Total Activity	2021-2022 Total Budget	2021-2022 YTD Activity	2022-2023 FINAL	2022-2023 FINAL	2022-2023 FINAL	
24 - SAN JUAN E. D. C.	0.00	273,553.49	0.00	312,266.36	0.00	331,273.68	0.00	0.00	0.00	
Report Surplus (Deficit):	0.00	273,553.49	0.00	312,266.36	0.00	331,273.68	0.00	0.00	0.00	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consideration and Action to Approve the Interlocal Agreement Between the County of Hidalgo and the City of San Juan for the 2022-2023 Urban County Program Fiscal Year.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Action to Approve the Interlocal Agreement Between the County of Hidalgo and the City of San Juan for the 2022-2023 Urban County Program Fiscal Year.

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



URBAN COUNTY PROGRAM

1916 TESORO STREET • PHARR, TEXAS 78577 • (956) 787-8127 FAX: (956) 318-2988

September 8, 2022

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

Re: 2022-2023 Fiscal Year Interlocal Agreement

Dear Mayor Garza,

Attached is the Interlocal Agreement for the 2022-2023 Urban County Program fiscal year that must be approved by your city council. Please return Interlocal Agreement to the Urban County Program office no later than **Friday, September 30, 2022**. In addition, minutes reflecting city council's approval of the Interlocal Agreement are also required. The UCP will accept signed and stamped excerpts of minutes in lieu of official certified minutes not being ready before the due date. Please see guidelines below:

Codes of Conduct - In addition to various Exhibits in the Agreement, the Agreement contains Exhibit A-I, the Code of Conduct Certifications. The Code of Conduct must be signed by each city council member, the city secretary, and city manager. Note that there are only five (5) copies of the Code of Conduct included in your Agreement; make additional copies for signature as needed.

Signing the Codes of Conduct - In **BLUE INK**, is required for all original signatures.

Failure to submit the Interlocal Agreement - The Interlocal Agreement is due every fiscal year for cities participating in the Urban County Program. **Failure to submit approved Interlocal Agreement by September 30, 2022 will result in forfeiture of funds.**

Please note that once the agreement has been returned to UCP with approval certification and signatures, the agreements will then be submitted to Commissioner's Court to complete the required approval process. A completely signed copy will be forwarded to each city for your administration files. Should you have any questions or concerns, please do not hesitate to contact Lupita V. Garcia, UCP Division Manager II or myself at 956-787-8127.

Respectfully,

Patricio R. Avila, Director
Urban County Program

PAR/mm

Enclosure: Interlocal Agreement with Exhibits.

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the “County” and the [City of San Juan](#), a municipal corporation under the laws of the State of Texas, hereafter referred to as “City”.

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the “essential powers” to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated [\\$7,549,086.00](#) of Fiscal Year [2022](#) Community Development Block Grant (CDBG) Funds under Grant No. [B-22-UC-48-0501](#) to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City’s population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR.570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City’s jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments.” (24 CFR Part 85) or any variation as may be approved by HUD The City agrees to work with the County to make available all data,

information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B Matrix. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with 2 CFR Part 200 and with the following sections of 24 CFR Part 85 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government”:

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, Special grant or subgrant conditions for “high-risk “grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by SS570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Sub-awards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b)-(d) and (f);
- (15) Section 85.41, “Financial Reporting.” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records”;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51, “Later disallowances and adjustments”; and
- (20) Section 85.52, “Collection of amounts due.”

the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III Other Program Requirements

The City agrees to comply with “Other Program Requirements” as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV Allocation

The City understands that the Urban County allocation has been set at [\\$7,549,086.00](#) for [Fiscal Year 2022](#) and that City’s allotment has been set at [\\$286,199.00](#). The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement and that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen

participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in **Fiscal Year 2022**. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by April 30, 2022 ; Funds in excess of the 1.5 standards shall be subject to the Recapture by the Urban County Program, and/or any applicable Redistribution & Recapture Policy. The County shall recapture any and all unobligated funds that a City fails to expend or obligate, by June 30, 2023 and shall expend such funds at the discretion of the Hidalgo County Commissioners' Court. The Hidalgo County Commissioners' Court may take any type of remedial action, including but not limited to Recapture, at any time to comply with any and all rules, regulations and decisions, and timeliness requirements as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds.

SECTION V

Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI

Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII

Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment A-1)

SECTION VIII Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of \$ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over \$25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet

one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X

Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). (See Exhibit-E)

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year [\(B-22-UC-48-0501\)](#) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI

Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII

Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds

requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan are included herein as Exhibit C, if applicable.

SECTION XIII

Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV

Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV

Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI

Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2018 – 2022 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The

City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2018 – 2022 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this _____ Day of _____, 2022.

ATTEST:

Arturo Guajardo, Jr.
County Clerk

Richard F. Cortez,
Hidalgo County Judge

ATTEST:

City Secretary

Mayor

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Asst. District Attorney

Date: _____

The following Exhibits are incorporated into the 2022 Interlocal Agreement:

Exhibit A	2022 Proposed Activities
Exhibit A-1	Code of Conduct Enforcement
Exhibit B	Urban County Program Matrix
Exhibit C	Section 108 Loan Guarantee Program
Exhibit D	CDBG Regulations and other Program Requirements
Exhibit E	Audit Finding or Exceptions

Exhibit A

2022 Proposed Activities

2022	SAN JUAN	\$286,199.00
21A Exempt 58.34 (a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating eligible related projects. Location: City Hall 709 S. Nebraska Ave., San Juan, Texas 78589	\$ 3,000.00
03K Cat. Subj. to 58.5(a) (1) Converts to Exempt	STREET IMPROVEMENTS Project consists of reconstruction of streets to including but not limited to the adjacent/abutting streets within the same general vicinity. Other expenditures include professional engineering service fees, geo-technical and construction material testing fees, advertisements, etc. Locations: Alfredo Street (Dead End to Raul Longoria), Jaime Street (Dead End to Raul Longoria), Standard Ave. aka “Lincoln St” (from Sandra St. to Alta St.) & W. 12th Street (From Standard Ave. to San Antonio Ave.), San Juan, Texas 78589 Census Data: 0218.05 (01), 0220.01 (01) National Objective: 52.98% LMA Goal Outcome Indicator: 3030 Beneficiary Type: People	\$ 269,199.00
05A Exempt 58.34(a)(4)	SENIOR SERVICES – Amigos Del Valle Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location: Nutrition Center/Senior Center – 600 W. 1 st Street, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 8 Beneficiary Type: People	\$5,000.00

2022	SAN JUAN	Continue
05M Exempt 58.34 (a)(4)	HEALTH SERVICES – Nuestra Clinica Del Valle Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of the San Juan area. Location: 801 W. 1st St., San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 50 Beneficiary Type: People	\$7,000.00
05N Exempt 58.34 (a)(4)	SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. Location: 1001 S. 10 th Avenue, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 10 Beneficiary Type: People	\$2,000.00

Exhibit A-1

Code of Conduct Certifications

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, sub-grantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. ***the employee, officer or any agent***
- B. ***any member of his immediate family***
- C. ***his or her partner***
- D. ***an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.***

The *Urban County Program's , sub-grantee or subrecipient*, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy

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Personal Interest

No member of the *Hidalgo County Commissioners* or any officer or employee of the *Urban County Program, sub-grantee or subrecipient* shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *Urban County Program, sub-grantee or subrecipient* or to a contractor supplying the *Urban County Program, sub-grantee or subrecipient* of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *Urban County Program*. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *Urban County Program, sub-grantee or subrecipient* found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *Urban County Program, sub-grantee or subrecipient* shall render the contract voidable by the *Urban County Director or the board of Commissioners*.

Employee, Officer, or Agent Acknowledgment

Print or Type Name and Position/Title

Entity/Organization Name

Date

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, sub-grantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. ***the employee, officer or any agent***
- B. ***any member of his immediate family***
- C. ***his or her partner***
- D. ***an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.***

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Exhibit B

Urban County Matrix

Pre-Bid Activities

Development of Annual Workplan

This activity is a city responsibility with the county involvement only as is necessary to assure that the individual activities meet one of the three national objectives.

Revisions or Amendments to Annual Workplan

Same as above (only two amendments allowed per fiscal year)

Eligibility Test on Activities

This is a county responsibility working with the cities to assure all activities meet one of the three national objectives. The County will assure that the 51 percent benefit to low and moderate income persons can be verified and that the activities are eligible for funding. The county may request an eligibility determination from HUD should a difference of opinion arise between the City and the County.

Public Hearings

This responsibility will be a shared responsibility between the Cities and the County. In accordance with the adopted Citizen Participation Plan, the Cities will conduct a public hearing in their respective Cities after public notice. The County will then have a second public hearing at the County level on the county-wide workplan, after public notice.

Environmental Assessment

This is a County responsibility with concurrence and assistance by the Cities. The County will determine what level of clearance is needed and will do noise, hazard, historical, floodplain, etc. assessments as may be needed with as much city input as possible. The County Judge will consider the “do nothing” alternative after consultation with the respective Mayors. The County Judge and or UCP Staff will direct all mitigation efforts if necessary. The County Judge will sign all environmental assessment reviews and findings. (A County Signatory may be appointed: UCP Director)

Advertise for Professional Services

This is a County responsibility whereby the County will advertise once a year for all professional services through a statement of qualifications process. The County will provide all data concerning proposed activities and type of services needed. This list will be sent to all Cities so that the Cities may decide on the professional services as they see the need for the services. Should a city need services not available from the list (UC-1 List) of Professional Services, the City shall advertise for the service after consulting with the Urban County Program staff.

Selection of Professional Services Provider

This is a City and County shared responsibility, based on the Texas Local Government code and other applicable laws and regulations. County will make sure that the provider is not a contractor's debarred list by consulting with the System for Award Management (SAM) website (www.sam.gov), prior to recommendation for awarding a contractor to Hidalgo County Commissioner's Court.

Execute Professional Contracts

The City will negotiate the Professional Service Contract, and submit a Best and Final Offer (BAFO) along with Scope of Services, Project Cost Estimate, Certificate of Debarment, CIQ Form and IRS W-9 Form. The County will prepare the Professional Contract Agreement documents and submit to Hidalgo County Commissioner's Court for approval of contract. Any modifications to the County contracts require prior approval of the County Legal Department. Once approved, the County will forward the contracts to the Professional Service Provider for proper signatures, they will return to the County for the County's execution and County will issue Notice to Proceed.

Review of Preliminary Drawings

This is a city responsibility.

Solicit Davis-Bacon Wage Rates

This is a County responsibility. The County will obtain wage rates from HUD for specific projects and will forward wage rates to the respective Cities and the Professional Service Provider to include in the bid specification packages.

Review and Approval of Final Plans and Specifications

This is a City responsibility where by the Mayor's signature will be required on all plans and specifications prior to bidding. Final plans should be forwarded to Urban County Program office prior to bid advertisement for compliance check.

Advertise for Construction Bid

This is a County responsibility. The County will advertise for all construction projects and will instruct bidders as to the availability of plans and specs, (to be picked up at Professional Service Provider's choice of location), and will advise bidders as to who will accept bids. (Hidalgo County Purchasing Department – any given Wednesday at 9:30am)

Pre-Bid Conference

This is a County responsibility. County will conduct a pre-bid conference if necessary at the Urban County program Conference Room, accompanied by the Professional Service Provider and the project's respective City.

Bid Activities

Ten Day Wage Rate Check

This is a County responsibility. Ten days prior to any bid opening, the County will ascertain as to the applicability of the wage rate in the bid documents. Should the wage rate change all appropriate engineers will be notified and instructed to change wage rates.

Accept Construction Bids

This is a County Purchasing Department responsibility. The Hidalgo County Purchasing Department will accept bids as per the conditions set forth in the specification handbook.

Accept and Tabulate Bids

This is a County Purchasing Department responsibility with an Urban County, City, and Professional Service Provider representative at bid opening. The respective Professional Service Provider will review the bids received and make their recommendation to the Urban County Program.

Research Apparent Low Bidder

This is a shared responsibility. The respective Professional Service Provider will research and review apartment low bidder's past performances and their bids. The Urban County program will research the list of Debarred Contractor's and make a finding in the regard.

Bid Recommendation

This is a City responsibility. The respective Professional Service Provider will recommend the lowest and most responsible bid to the City. The city will send a recommendation to the County. County will request approval by Hidalgo County Commissioner's Court for approval of contract.

Contract Award

The County upon approval by Hidalgo County Commissioner's Court will prepare the contract documents and forward them to the approved Contractor for execution.

Pre-Construction Activities

Construction Contract and Bonds

This is a shared responsibility. The Professional Service Provider will coordinate the execution of construction contracts to include Insurance, Payment and Performance Bonds. Once they receive four (4) original set of construction contracts they will submit to the County for execution. Any modifications to the construction contracts require prior review by Legal Department and approval by Hidalgo County Commissioner's Court.

Pre-Construction Conference

The Urban County Program will conduct a Pre-construction conference to inform the contractor of the various federal regulations such as Affirmative Action, Section 3 Compliance, and Davis-Bacon Wage Compliance. The Pre-construction conference will be held at the Urban County

Program Conference Room, with the city and professional service provider representatives present. Once contracts are signed, County will prepare and issue a Notice to Proceed.

Document Posting and Construction Signs

This is a shared responsibility. The city and Professional Service Provider will ensure itself that the appropriate documents are posted at the site and that the construction sign is erected.

Construction Activities

Davis-Bacon Compliance

This is a shared responsibility. The City may be asked to conduct wage rate employee interviews. The County will conduct wage rate interviews and review wage rates on payroll reports submitted with request for payments.

Periodic Project Inspections

This is a shared responsibility. The City, County, and Professional Service Providers will conduct periodic site inspections of the project site.

Payment Request Approval

This is a shared responsibility. The Professional Service Provider will review and sign off on request for payments and forward RFP to the City for signature and approval, and forward the final RFP to the County for review and approval of payment.

Change Orders

This is a shared responsibility. Professional Service Provider will recommend any change orders after negotiating said change order with the contractor. All change orders must have City's approval prior to submission to County for review and approval.

Contract Amendment

This is a shared responsibility. The City will recommend any contract amendments to the County. County will consider and take appropriate action to approve or deny the contract amendment if necessary.

Final Payment Approval

This is a shared responsibility. The City and Professional Service Provider will conduct final project site inspections to ensure that construction has been completed as per plans and specifications prior to submitting final request for payment recommendation to the County. County will ensure that all applicable laws and regulations have been complied with. County will review wage rate compliance, release of liens, certification of construction completion, warranty certification and other pertinent documents.

Exhibit C

Section 108 Loan Guarantee Program

Introduction

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This makes it one of the most potent and important public investment tools that HUD offers to local governments. It allows them to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan.

Regulations governing the Section 108 program may be found at [24 CFR 570](#), Subpart M, Loan Guarantees.

Eligible Applicants

Eligible applicants include the following public entities:

- metropolitan cities and urban counties (i.e. CDBG entitlement recipients);
- nonentitlement communities that are assisted in the submission of applications by States that administer the CDBG program; and
- nonentitlement communities eligible to receive CDBG funds under the HUD-Administered Small Cities CDBG program (Hawaii). The public entity may be the borrower or it may designate a public agency as the borrower.

Eligible Activities

Activities eligible for Section 108 financing include:

- economic development activities eligible under CDBG;
- acquisition of real property;
- rehabilitation of publicly owned real property;
- housing rehabilitation eligible under CDBG;
- construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements);
- related relocation, clearance, and site improvements;
- payment of interest on the guaranteed loan and issuance costs of public offerings;
- debt service reserves;
- public works and site improvements in colonias; and
- in limited circumstances, housing construction as part of community economic development, Housing Development Grant, or Nehemiah Housing Opportunity Grant programs.

For purposes of determining eligibility, the CDBG rules and requirements apply. As with the CDBG program, all projects and activities must either principally benefit low- and moderate-income persons, aid in the elimination or prevention of slums and blight, or meet urgent needs of the community.

Maximum Commitment Amount

Commitments are limited as follows:

1. Entitlement public entities. An entitlement public entity may apply for up to five times the public entity's latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.
2. State assisted public entities. A nonentitlement public entity may apply for up to five times the latest approved CDBG amount received by its State, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans for which the State has pledged its CDBG funds as security.
3. Nonentitlement public entities eligible under the HUD administered Small Cities Program. For a public entity in Hawaii, the maximum commitment amount is five times the public entity's latest grant under 24 CFR 570, Subpart F, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans.

Loan Details

Security: The principal security for the loan guarantee is a pledge by the applicant public entity or the State (in the case of a nonentitlement public entity) of its current and future CDBG funds. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

Repayment: The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. Each annual principal amount will have a separate interest rate associated with it.

Financing Source: Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility established by HUD.

Interest Rates: Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

Default: To date, there has been no default under Section 108 resulting in a repayment by HUD. In the event of default requiring a payment, HUD would continue to make payments on the loan in accordance with its terms. The source of payments by HUD pursuant to its guarantee would almost always be pledged CDBG funds. However, HUD does have borrowing authority with the U.S. Treasury if the pledged funds are insufficient.

For More Information visit www.hud.gov

Source: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/108

Exhibit D

CDBG Regulations and Other Program Requirements

Subpart A—General Provisions

SOURCE: 53 FR 34437, Sept. 6, 1988, unless otherwise noted.

§ 570.1 Purpose and primary objective.

(a) This part describes policies and procedures applicable to the following programs authorized under title I of the Housing and Community Development Act of 1974, as amended:

- (1) Entitlement grants program (subpart D);
- (2) Nonentitlement Funds: HUD-administered Small Cities and Insular Area programs (subpart F);
- (3) State program: State-administered CDBG nonentitlement funds (subpart I);
- (4) Special Purpose Grants (subpart E);
- (5) Urban Development Action Grant program (subpart G); and
- (6) Loan Guarantees (subpart M).

(b) Subparts A, C, J, K, and O apply to all programs in paragraph (a) except as modified or limited under the provisions of these subparts or the applicable program regulations. In the application of the subparts to Special Purpose Grants or the Urban Development Action Grant program, the reference to funds in the form of grants in the term “*CDBG funds*”, as defined in § 570.3, shall mean the grant funds under those programs. The subparts do not apply to the State program (subpart I) except to the extent expressly referred to.

(c) The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)).

[53 FR 34437, Sept. 6, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 61 FR 11475, Mar. 20, 1996; 69 FR 32778, June 10, 2004]

§ 570.3 Definitions.

The terms *HUD* and *Secretary* are defined in 24 CFR part 5. All of the following definitions in this section that rely on data from the United States Bureau of the Census shall rely upon the data available from the latest decennial census.

Act means title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*).

Age of housing means the number of year-round housing units, as further defined in section 102(a)(11) of the Act.

Applicant means a State or unit of general local government that makes application pursuant to the provisions of subpart E, F, G or M.

Buildings for the general conduct of government shall have the meaning provided in section 102(a)(21) of the Act.

CDBG funds means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or § 570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in § 570.500(a).

Chief executive officer of a State or unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. Examples of the "chief executive officer" of a unit of general local government are: the elected mayor of a municipality; the elected county executive of a county; the chairperson of a county commission or board in a county that has no elected county executive; and the official designated pursuant to law by the governing body of a unit of general local government.

City means the following:

(1) For purposes of Entitlement Community Development Block Grant and Urban Development Action Grant eligibility:

(i) Any unit of general local government that is classified as a municipality by the United States Bureau of the Census, or

(ii) Any other unit of general local government that is a town or township and that, in the determination of the Secretary:

(A) Possesses powers and performs functions comparable to those associated with municipalities;

(B) Is closely settled (except that the Secretary may reduce or waive this requirement on a case by case basis for the purposes of the Action Grant program); and

(C) Contains within its boundaries no incorporated places as defined by the United States Bureau of the Census that have not entered into cooperation agreements with the town or township for a period covering at least 3 years to undertake or assist in the undertaking of essential community development and housing assistance activities. The determination of eligibility of a town or township to qualify as a city will be based on information available from the United States Bureau of the Census and information provided by the town or township and its included units of general local government.

(2) For purposes of Urban Development Action Grant eligibility only, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, the counties of Kauai, Maui, and Hawaii in the State of Hawaii, and Indian tribes that are eligible recipients under the State and Local Government Fiscal Assistance Act of 1972 and located on reservations in Oklahoma as determined by the Secretary of the Interior or in Alaskan Native Villages.

Community Development Financial Institution has the same meaning as used in the Community Development Banking and Financial Institutions Act of 1994 (12 U.S.C. 4701 note).

Consolidated plan. The plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Discretionary grant means a grant made from the various Special Purpose Grants in accordance with subpart E of this part.

Entitlement amount means the amount of funds which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in section 106 of the Act.

Extent of growth lag shall have the meaning provided in section 102(a)(12) of the Act.

Extent of housing overcrowding shall have the meaning provided in section 102(a)(10) of the Act.

Extent of poverty means the number of persons whose incomes are below the poverty level based on data compiled and published by the United States Bureau of the Census available from the latest census referable to the same point or period in time and the latest reports from the Office of Management and Budget. For purposes of this part, the Secretary has determined that it is neither feasible nor appropriate to make adjustments at this time in the computations of “extent of poverty” for regional or area variations in income and cost of living.

Family refers to the definition of “family” in 24 CFR 5.403.

Household means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of § 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under § 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under § 570.208(a)(1)(vi). Activities qualifying under § 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(1)(i) “Annual income” as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under § 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

(ii) Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

(A) Wages, salaries, tips, commissions, etc.;

(B) Self-employment income from own nonfarm business, including proprietorships and partnerships;

(C) Farm self-employment income;

(D) Interest, dividends, net rental income, or income from estates or trusts;

(E) Social Security or railroad retirement;

(F) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;

(G) Retirement, survivor, or disability pensions; and

(H) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

(2) Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Insular area shall have the meaning provided in section 102(a)(24) of the Act.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Metropolitan area shall have the meaning provided in section 102(a)(3) of the Act.

Metropolitan city shall have the meaning provided in section 102(a)(4) of the Act except that the term "central city" is replaced by "principal city."

Microenterprise shall have the meaning provided in section 102(a)(22) of the Act.

Moderate-income household means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Nonentitlement amount means the amount of funds which is allocated for use in a State's nonentitlement areas as determined by formula set forth in section 106 of the Act.

Nonentitlement area shall have the meaning provided in section 102(a)(7) of the Act.

Population means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to § 570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

Small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act (15 U.S.C. 631, 636, 637).

State shall have the meaning provided in section 102(a)(2) of the Act.

Unit of general local government shall have the meaning provided in section 102(a)(1) of the Act.

Urban county shall have the meaning provided in section 102(a)(6) of the Act. For the purposes of this definition, HUD will determine whether the county's combined population contains the required percentage of low- and moderate-income persons by identifying the number of persons that resided in applicable areas and units of general local government based on data from the most recent decennial census, and using income limits that would have applied for the year in which that census was taken.

Urban Development Action Grant (UDAG) means a grant made by the Secretary pursuant to section 119 of the Act and subpart G of this part.

[53 FR 34437, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 60 FR 1915, 1943, Jan. 5, 1995; 60 FR 56909, Nov. 9, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 11475, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004; 77 FR 5675, Feb. 3, 2012]

§ 570.4 Allocation of funds.

(a) The determination of eligibility of units of general local government to receive entitlement grants, the entitlement amounts, the allocation of appropriated funds to States for use in nonentitlement areas, the reallocation of funds, the allocation of appropriated funds to insular areas, and the allocation of appropriated funds for discretionary grants under the Secretary's Fund shall be governed by the policies and procedures described in sections 106 and 107 of the Act, as appropriate.

(b) The definitions in § 570.3 shall govern in applying the policies and procedures described in sections 106 and 107 of the Act.

(c) In determining eligibility for entitlement and in allocating funds under section 106 of the Act for any federal fiscal year, HUD will recognize corporate status and geographical boundaries and the status of metropolitan areas and principal cities effective as of July 1 preceding such federal fiscal year, subject to the following limitations:

(1) With respect to corporate status as certified by the applicable State and available for processing by the Census Bureau as of such date;

(2) With respect to boundary changes or annexations, as are used by the Census Bureau in preparing population estimates for all general purpose governmental units and are available for processing by the Census Bureau as of such date, except that any such boundary changes or annexations which result in the population of a unit of general local government reaching or exceeding 50,000 shall be recognized for this purpose whether or not such changes are used by the Census Bureau in preparing such population estimates; and

(3) With respect to the status of Metropolitan Statistical Areas and principal cities, as officially designated by the Office of Management and Budget as of such date.

(d) In determining whether a county qualifies as an urban county, and in computing entitlement amounts for urban counties, the demographic values of population, poverty, housing overcrowding, and age of housing of any Indian tribes located within the county shall be excluded. In allocating amounts to States for use in nonentitlement areas, the demographic values of population, poverty, housing overcrowding and age of housing of all Indian tribes located in all non-entitled areas shall be excluded. It is recognized that all

such data on Indian tribes are not generally available from the United States Bureau of the Census and that missing portions of data will have to be estimated. In accomplishing any such estimates the Secretary may use such other related information available from reputable sources as may seem appropriate, regardless of the data's point or period of time and shall use the best judgement possible in adjusting such data to reflect the same point or period of time as the overall data from which the Indian tribes are being deducted, so that such deduction shall not create an imbalance with those overall data.

(e) Amounts remaining after closeout of a grant which are required to be returned to HUD under the provisions of § 570.509, Grant closeout procedures, shall be considered as funds available for reallocation unless the appropriation under which the funds were provided to the Department has lapsed.

[53 FR 34437, Sept. 6, 1988, as amended at 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004]

§ 570.5 Waivers.

HUD's authority for the waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR part 5 and in section 122 of the Act, respectively.

[61 FR 11476, Mar. 20, 1996]

Subpart B [Reserved]

Subpart C—Eligible Activities

SOURCE: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

§ 570.200 General policies.

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under

§ 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR PART 200.¹ All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

¹ These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term “special assessment” means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of

the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 570.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded

religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

§ 570.201 Basic eligible activities.

CDBG funds may be used for the following activities:

(a) *Acquisition.* Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) *Disposition.* Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group

homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) *Clearance and remediation activities.* Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from Federal fiscal year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.* (1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) *Urban renewal completion.* Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) *Relocation.* Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) *Loss of rental income.* Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) *Housing services.* Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) *Privately owned utilities.* CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) *Construction of housing.* CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) *Homeownership assistance.* CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), “persons developing microenterprises” means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) *Technical assistance.* Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) *Assistance to institutions of higher education.* Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006]

§ 570.202 *Eligible rehabilitation and preservation activities.*

(a) *Types of buildings and improvements eligible for rehabilitation assistance.* CDBG funds may be used to finance the rehabilitation of:

(1) Privately owned buildings and improvements for residential purposes; improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building, if the improvements also provide general benefit to the residential occupants of the building;

(2) Low-income public housing and other publicly owned residential buildings and improvements;

(3) Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

(4) Nonprofit-owned nonresidential buildings and improvements not eligible under § 570.201(c); and

(5) Manufactured housing when such housing constitutes part of the community's permanent housing stock.

(b) *Types of assistance.* CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements described in paragraph (a) of this section, except that rehabilitation of commercial or industrial buildings is limited as described in paragraph (a)(3) of this section.

(1) Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;

(2) Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;

(3) Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;

(4) Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;

(5) Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;

(6) Connection of residential structures to water distribution lines or local sewer collection lines;

(7) For rehabilitation carried out with CDBG funds, costs of:

(i) Initial homeowner warranty premiums;

(ii) Hazard insurance premiums, except where assistance is provided in the form of a grant; and

(iii) Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to § 570.605.

(8) Costs of acquiring tools to be lent to owners, tenants, and others who will use such tools to carry out rehabilitation;

(9) Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities authorized under this section, under section 312 of the Housing Act of 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

(10) Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and

(11) Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

(c) *Code enforcement.* Costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors and legal proceedings, but not including the cost of correcting the violations) in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.

(d) *Historic preservation.* CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

(e) *Renovation of closed buildings.* CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

(f) *Lead-based paint activities.* Lead-based paint activities pursuant to § 570.608.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 64 FR 50225, Sept. 15, 1999; 71 FR 30035, May 24, 2006]

§ 570.203 *Special economic development activities.*

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at § 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

(a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).

(a) *Eligible activities.* The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under this subpart, and, except as described in paragraph (b) of this section, activities not otherwise listed as eligible under this subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:

(1) Neighborhood revitalization project includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government which is under 25,000 population;

(2) Community economic development project includes activities that increase economic opportunity, principally for persons of low- and moderate-income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii); activities under this paragraph may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination;

(3) Energy conservation project includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and

(4) To carry out a project means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.

(b) *Ineligible activities.* Notwithstanding that CBDOs may carry out activities that are not otherwise eligible under this subpart, this section does not authorize:

(1) Carrying out an activity described as ineligible in § 570.207(a);

(2) Carrying out public services that do not meet the requirements of § 570.201(e), except that:

(i) Services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(ii) Services of any type carried out under this section pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e) shall not be subject to the limitations in § 570.201(e)(1) or (2), as applicable;

(3) Providing assistance to activities that would otherwise be eligible under § 570.203 that do not meet the requirements of § 570.209; or

(4) Carrying out an activity that would otherwise be eligible under § 570.205 or § 570.206, but that would result in the recipient's exceeding the spending limitation in § 570.200(g).

(c) *Eligible CBDOs.* (1) A CBDO qualifying under this section is an organization which has the following characteristics:

(i) Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and

(ii) Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

(iii) May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and

(iv) Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and

(v) Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv) of this section); and

(vi) Except as otherwise authorized in paragraph (c)(1)(v) of this section, requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and

(vii) Is not subject to requirements under which its assets revert to the recipient upon dissolution; and

(viii) Is free to contract for goods and services from vendors of its own choosing.

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

(ii) Land use and urban environmental design;

(iii) Economic development;

(iv) Open space and recreation;

(v) Energy use and conservation;

(vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;

(vii) Transportation;

(viii) Utilities; and

(ix) Historic preservation.

(4) Other plans and studies such as:

(i) Small area and neighborhood plans;

(ii) Capital improvements programs;

(iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§ 570.201-570.204);

(iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§ 570.201-570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of § 570.200(g);

(v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;

- (vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and
- (vii) Analysis of impediments to fair housing choice.
- (viii) Developing an inventory of properties with known or suspected environmental contamination.
- (5) [Reserved]
- (6) Policy—planning—management—capacity building activities which will enable the recipient to:
 - (1) Determine its needs;
 - (2) Set long-term goals and short-term objectives, including those related to urban environmental design;
 - (3) Devise programs and activities to meet these goals and objectives;
 - (4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and
 - (5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.206 *Program administrative costs.*

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:

- (i) Providing local officials and citizens with information about the program;
- (ii) Preparing program budgets and schedules, and amendments thereto;
- (iii) Developing systems for assuring compliance with program requirements;
- (iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;

- (v) Monitoring program activities for progress and compliance with program requirements;
 - (vi) Preparing reports and other documents related to the program for submission to HUD;
 - (vii) Coordinating the resolution of audit and monitoring findings;
 - (viii) Evaluating program results against stated objectives; and
 - (ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.
- (2) Travel costs incurred for official business in carrying out the program;
 - (3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and
 - (4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- (b) *Public information.* The provisions of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.
- (c) *Fair housing activities.* Provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.
- (d) [Reserved]
- (e) *Indirect costs.* Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with 2 CFR PART 200 as applicable.
- (f) *Submission of applications for federal programs.* Preparation of documents required for submission to HUD to receive funds under the CDBG and UDAG programs. In addition, CDBG funds may be used to prepare applications for other Federal programs where the recipient determines that such activities are necessary or appropriate to achieve its community development objectives.
- (g) *Administrative expenses to facilitate housing.* CDBG funds may be used for necessary administrative expenses in planning or obtaining financing for housing as follows: for entitlement recipients, assistance authorized by this paragraph is limited to units which are identified in the recipient's HUD approved housing assistance plan; for HUD-administered small cities recipients, assistance authorized by the paragraph is limited to facilitating the purchase or occupancy of existing units which are to be occupied by low and moderate income households, or the construction of rental or owner units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by low and moderate income persons. Examples of eligible actions are as follows:
- (1) The cost of conducting preliminary surveys and analysis of market needs;
 - (2) Site and utility plans, narrative descriptions of the proposed construction, preliminary cost estimates, urban design documentation, and "sketch drawings," but excluding architectural, engineering, and other

details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details;

(3) Reasonable costs associated with development of applications for mortgage and insured loan commitments, including commitment fees, and of applications and proposals under the Section 8 Housing Assistance Payments Program pursuant to 24 CFR parts 880-883;

(4) Fees associated with processing of applications for mortgage or insured loan commitments under programs including those administered by HUD, Farmers Home Administration (FmHA), Federal National Mortgage Association (FNMA), and the Government National Mortgage Association (GNMA);

(5) The cost of issuance and administration of mortgage revenue bonds used to finance the acquisition, rehabilitation or construction of housing, but excluding costs associated with the payment or guarantee of the principal or interest on such bonds; and

(6) Special outreach activities which result in greater landlord participation in Section 8 Housing Assistance Payments Program-Existing Housing or similar programs for low and moderate income persons.

(h) *Section 17 of the United States Housing Act of 1937.* Reasonable costs equivalent to those described in paragraphs (a), (b), (e) and (f) of this section for overall program management of the Rental Rehabilitation and Housing Development programs authorized under section 17 of the United States Housing Act of 1937, whether or not such activities are otherwise assisted with funds provided under this part.

(i) Whether or not such activities are otherwise assisted by funds provided under this part, reasonable costs equivalent to those described in paragraphs (a), (b), (e), and (f) of this section for overall program management of:

(1) A Federally designated Empowerment Zone or Enterprise Community; and

(2) The HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 note).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 54 FR 37411, Sept. 8, 1989; 60 FR 56912, Nov. 9, 1995; 69 FR 32778, June 10, 2004]

§ 570.207 *Ineligible activities.*

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under 2 CFR PART 200—expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to 2 CFR PART 200 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) *Fire protection equipment.* Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) *Furnishings and personal property.* The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with 2 CFR PART 200 as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as firefighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) *Operating and maintenance expenses.* The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) *New housing construction.* For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000]

§ 570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the

proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining “affordable rents” for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(1) Meets the requirements of paragraph (a)(4)(v) of this section; or

(2) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(1) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

(1) All block groups in the census tract have poverty rates of at least 20 percent;

(2) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

(3) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(1) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(1) Physical deterioration of buildings or improvements;

(2) Abandonment of properties;

(3) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(4) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(5) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be re-determined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

§ 570.209 Guidelines for evaluating and selecting economic development projects.

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.

(a) *Guidelines and objectives for evaluating project costs and financial requirements.* HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as appendix A to this part. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

- (1) That project costs are reasonable;
- (2) That all sources of project financing are committed;
- (3) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- (4) That the project is financially feasible;
- (5) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- (6) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) *Standards for evaluating public benefit.* The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under § 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in § 570.208(a)(4)(vi)(F)(2).

(1) *Standards for activities in the aggregate.* Activities covered by these guidelines must, in the aggregate, either:

(i) Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or

(ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used.

(2) *Applying the aggregate standards.* (i) A metropolitan city, an urban county, a non-entitlement CDBG grantee in Hawaii, or an Insular Area shall apply the aggregate standards under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. For Insular Areas, the preceding sentence applies to grants received in program years after Fiscal Year 2004. A grantee under the HUD-administered Small Cities Program, or Insular Areas CDBG grants prior to Fiscal Year 2005, shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

(1) Jobs Training Partnership Act (JTPA);

(2) Jobs Opportunities for Basic Skills (JOBS); or

(3) Aid to Families with Dependent Children (AFDC);

- (B) Provides jobs predominantly for residents of Public and Indian Housing units;
 - (C) Provides jobs predominantly for homeless persons;
 - (D) Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;
 - (E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
 - (F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
 - (G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;
 - (H) Provides assistance to a Community Development Financial Institution that serve an area that is predominantly low- and moderate-income persons;
 - (I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;
 - (J) Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;
 - (K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;
 - (L) Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title;
 - (M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title.
 - (N) Directly involves the economic development or redevelopment of environmentally contaminated properties.
- (3) *Standards for individual activities.* Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:
- (i) The amount of CDBG assistance exceeds either of the following, as applicable:
 - (A) \$50,000 per full-time equivalent, permanent job created or retained; or
 - (B) \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.
 - (ii) The activity consists of or includes any of the following:
 - (A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);
 - (B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.

(4) *Applying the individual activity standards.* (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.

(ii) The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.

(c) *Amendments to economic development projects after review determinations.* If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

(d) *Documentation.* The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

[60 FR 1947, Jan. 5, 1995, as amended at 60 FR 17445, Apr. 6, 1995; 71 FR 30035, May 24, 2006; 72 FR 12535, Mar. 15, 2007; 72 FR 46370, Aug. 17, 2007]

§ 570.210 Prohibition on use of assistance for employment relocation activities.

(a) *Prohibition.* CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one LMA to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

(b) *Definitions.* The following definitions apply to this section:

(1) *Directly assist.* Directly assist means the provision of CDBG funds for activities pursuant to:

(i) § 570.203(b); or

(ii) §§ 570.201(a)-(d), 570.201(l), 570.203(a), or § 570.204 when the grantee, subrecipient, or, in the case of an activity carried out pursuant to § 570.204, a Community Based Development Organization (CDBO) enters into an agreement with a business to undertake one or more of these activities as a condition of the business relocating a facility, plant, or operation to the grantee's LMA. Provision of public facilities and indirect assistance that will provide benefit to multiple businesses does not fall under the definition of "directly assist," unless it includes the provision of infrastructure to aid a specific business that is the subject of an agreement with the specific assisted business.

(2) *Labor market area (LMA).* For metropolitan areas, an LMA is an area defined as such by the BLS. An LMA is an economically integrated geographic area within which individuals can live and find employment within a reasonable distance or can readily change employment without changing their place of residence. In addition, LMAs are non-overlapping and geographically exhaustive. For metropolitan areas, grantees must use employment data, as defined by the BLS, for the LMA in which the affected business is currently located and from which current jobs may be lost. For non-metropolitan areas, an LMA is either an area defined by the BLS as an LMA, or a state may choose to combine non-metropolitan LMAs. States are required to define or reaffirm prior definitions of their LMAs on an annual basis and retain records to substantiate such areas prior to any business relocation that would be impacted by this rule. Metropolitan LMAs cannot be combined, nor can a non-metropolitan LMA be combined with a metropolitan LMA. For the HUD-administered Small Cities Program, each of the three participating counties in Hawaii will be considered to be its own LMA. Recipients of Fiscal Year 1999 Small Cities Program funding in New York will follow the requirements for State CDBG recipients.

(3) *Operation.* A business operation includes, but is not limited to, any equipment, employment opportunity, production capacity or product line of the business.

(4) *Significant loss of jobs.* (i) A loss of jobs is significant if: The number of jobs to be lost in the LMA in which the affected business is currently located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all cases, a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

(ii) A job is considered to be lost due to the provision of CDBG assistance if the job is relocated within three years of the provision of assistance to the business; or the time period within which jobs are to be created as specified by the agreement between the business and the recipient if it is longer than three years.

(c) *Written agreement.* Before directly assisting a business with CDBG funds, the recipient, subrecipient, or a CDBO (in the case of an activity carried out pursuant to § 570.204) shall sign a written agreement with the assisted business. The written agreement shall include:

(1) *Statement.* A statement from the assisted business as to whether the assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and, if so, the number of jobs that will be relocated from each LMA;

(2) *Required information.* If the assistance will not result in a relocation covered by this section, a certification from the assisted business that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time the agreement is signed that would result in a significant job loss as defined in this rule; and

(3) *Reimbursement of assistance.* The agreement shall provide for reimbursement of any assistance provided to, or expended on behalf of, the business in the event that assistance results in a relocation prohibited under this section.

(d) *Assistance not covered by this section.* This section does not apply to:

(1) *Relocation assistance.* Relocation assistance required by the Uniform Assistance and Real Property Acquisition Policies Act of 1970, (URA) (42 U.S.C. 4601-4655);

(2) *Microenterprises.* Assistance to microenterprises as defined by Section 102(a)(22) of the Housing and Community Development Act of 1974; and

(3) *Arms-length transactions.* Assistance to a business that purchases business equipment, inventory, or other physical assets in an arms-length transaction, including the assets of an existing business, provided that the purchase does not result in the relocation of the sellers' business operation (including customer base or list, goodwill, product lines, or trade names) from one LMA to another LMA and does not produce a significant loss of jobs in the LMA from which the relocation occurs.

[70 FR 76369, Dec. 23, 2005]

Subpart K—Other Program Requirements

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an

analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “ *displaced person* ” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “ *displaced person* -” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “ *initiation of negotiations* ” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential anti-displacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and 2 CFR PART 200 as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

² See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

§ 570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities

that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

UPDATE: Effective March 2015

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates and streamlines requirements from 8 OMB Circulars referenced in Exhibit D - CDBG Regulations and Other Program Requirements:

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A - 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit E

Audit Findings or Exceptions

(N/A - No audit findings or exceptions)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consideration and Action to Approve the Memorandum of Understanding (MOU) and Addendum to the MOU between the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.

STAFF COMMENTS AND RECOMMENDATIONS:

Discuss and Approve TAG MOU and MOU Addendum.

RECOMMENDATION:

Approve MOU and MOU Addendum.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

Addendum To
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG)
CENTER RIO GRANDE VALLEY

Purpose.

1. Whereas the Texas Anti-Gang (TAG) Center Rio Grande Valley is dissolved after the passage of three (3) years' time following the effective date of the Memorandum of Understanding (MOU) Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley unless the Constituent Agencies extend the duration of the RGV TAG Center through a written addendum to the MOU signed by all Constituent Agencies;
2. Any Constituent Agency that is not a signatory to this addendum will be withdrawn from the RGV TAG and shall no longer be considered a Constituent Agency of the Texas Anti-Gang (TAG) Center Rio Grande Valley;
3. This Addendum amends, modifies, and revises the Memorandum of Understanding Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley;
4. This Addendum extends the duration of the RGV TAG Center;
5. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to Reimbursement of Training Expense with approved State and/or Federal grant funds for Constituent Agency Personnel assigned to the Texas Anti-Gang (TAG) Center Rio Grande Valley;
6. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to USE of equipment purchased with State and/or Federal grant funds;
7. This Addendum sets forth the terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to TRANSFER and RECEIPT of equipment purchased with State and/or Federal grant funds; and
8. This MOU shall remain in effect until terminated in accordance with Section XV of Memorandum of Understanding (MOU) Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.

Reimbursement of Training Expense.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies with regard to reimbursement of training expenses with approved State and/or Federal grant funds for Constituent Agency Personnel assigned to the Texas Anti-Gang (TAG) Center Rio Grande Valley agree that;

1. Reimbursement of training expenses is subject to State and/or Federal grant funding.
2. Eligible training expenses shall be training expenses that enable Constituent Agencies to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
3. Eligible training expenses shall be in-state and not exceed five (5) day training events.

4. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be employees of the Constituent Agency.
5. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be agency personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Participating Agency Personnel (PAP) as approved at a Meeting of the Principals of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
6. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds that are assigned and/or designated as Participating Agency Personnel (PAP) of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley shall perform not less than 50% of his/her duties at the Texas Anti-Gang (TAG) Center Rio Grande Valley.
7. Constituent Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall encumber eligible training expenses at his/her Agency.
8. All encumbered training expenses for Agency Personnel eligible for reimbursement of training expenses with approved State and/or Federal grant funds shall be compliant with all policies, procedures and regulations applicable to and governing the Constituent Agency.
9. The Governing Body of the Constituent Agency, upon reimbursement of training expense to eligible Constituent Agency Personnel, may invoice the City of McAllen, State or Federal Funds Recipient and Fiduciary, for reimbursement to the Governing Body for the eligible training expense.
10. Invoices by the Governing Body of a Constituent Agency submitted to the City of McAllen for reimbursement of an eligible training expense shall be submitted to the City of McAllen within fifteen (15) calendar days after the Governing Body of the Constituent Agency paid the training expense to Agency Personnel encumbering the training expense.
11. Invoices by the Governing Body of a Constituent Agency submitted to the City of McAllen for reimbursement of an eligible training expense shall include complete disclosure of all expenses paid including registration, mode of travel, lodging and per diem expenses.
12. Pursuant to invoicing, the City of McAllen will reimburse the Governing Body of a Constituent Agency eligible training expenses subject to travel expense policies observed by the City of McAllen, State or Federal Funds Recipient and Fiduciary.

Use of Equipment.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to USE of equipment purchased with State and/or Federal grant funds agree that;

1. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waives, releases and agrees not to make any claim, litigate, or seek liability against City of McAllen for any such damages.

2. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
3. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment.
4. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

Transfer and Receipt of Equipment.

Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent Agency and may be modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

1. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
2. The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
3. The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
4. The City of McAllen certifies that all Grant Award documents and amendments are included in Attachment B.
5. The City of McAllen further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
6. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
7. Equipment transferred:
 - a. Item Description: _____
 - b. Model Number: _____

- c. Serial Number/VIN: _____
- d. Acquisition Date: _____
- e. Grant Year/Program: _____
- f. eGrants Grant Number: _____
- g. Date of Transfer: _____

8. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt.
9. The Receiving Jurisdiction/Agency agrees to:
 - a. Maintain compliance with the requirements of federal and state granting agencies;
 - b. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
 - c. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
 - d. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section .32 (e) Disposition;
 - e. Ensure the equipment is maintained in good working order;
 - f. Ensure the equipment is used only as allowable under the grant; and
 - g. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.
 - h. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.
10. This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the subject matter and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU and addendum may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU and addendum shall not have any effect on the balance thereof.
11. It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and addendum and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU and addendums. Rather, the terms of this MOU and addendums shall be interpreted to its fair meaning and not strictly in favor or against either pa

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of McAllen Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **Hidalgo County Sheriff's Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **Texas Department of Public Safety** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **Hidalgo County District Attorney** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Brownsville Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Donna Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Edinburg Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Mission Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Pharr Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of San Juan Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **City of Weslaco Police Department** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DHS CBP Border Patrol** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DHS CBP ICE ERO** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DHS CBP ICE HSI** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DHS Secret Service** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DOJ ATF** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DOJ DEA** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

AGREED and EXECUTED this _____ day of _____ 2022 for the **US DOJ FBI** by:

Constituent Agency Principal: _____
Signature Printed Name Title

Authorized Official: _____
Signature Printed Name Title

Attachment A



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2021

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 *Fraud, Waste, and Abuse*

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

- A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 etseq.);

- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 E-Verify

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 - 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 Deceptive Trade Practices Violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 Hurricane Contract Violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;
- B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Texas Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Texas Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Texas Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
 10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))
- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.
- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of

services or benefits on the basis of race, color, national origin, sex, religion, or disability.

- E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 Limited English Proficiency

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued

outside of these guidelines are the responsibility of the grantee agency.

4.2 *Notification of Grant-Contingent Employees*

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 *Travel Policies*

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 *Procurement Practices and Policies*

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 *Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant

Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 *Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 *Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact

the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic

and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). A company not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 De Minimis Rate

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 Grantee Subject to Audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 Single Audit Requirements

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as

acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
- G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days

advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

- H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
- I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
- J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the

grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.
 - 1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 - 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
 - 4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
 - 5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 *Inherently Religious Activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without

the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.

- E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

11.4 *Acorn*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 *Financial Status Reports*

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 *Approval of Financial Status Report*

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports.

Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

Attachment B

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3060508	Award Amount:	\$12,213,386.00
Date Awarded:	6/10/2022	Grantee Cash Match:	\$0.00
Grant Period:	05/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	TA-Texas Anti-Gang (TAG) Program - HB 5	Total Project Cost:	\$12,213,386.00
Grantee Name:	McAllen, City of		
Project Title:	Rio Grande Valley Anti-Gang Center		
Grant Manager:	James Ziehl		
Unique Entity Identifier (UEI):	LNLJPLNR7GF5		

CFDA: N/A

Federal Awarding Agency:

Federal Award Date: N/A - State Funds

Federal/State Award ID Number: 2022-TA-ST-0001

Total Federal Award/State Funds Appropriated: \$180,000,000.00

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State

Award Description:

The purpose of the TAG Program is to support strategic partnerships and targeted, regional, multidisciplinary approaches to successfully combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSTITUENT AGENCIES
OF THE TEXAS ANTI-GANG (TAG) CENTER
RIO GRANDE VALLEY**

I. Introduction

Due to various factors, the region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Rio Grande Valley ("RGV") Texas Anti-Gang ("TAG") Center. The RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish a joint physical presence at the RGV TAG Center.
- B. This agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The participating agencies, their agents, representatives and employees reserve and do not waive, any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act, as applicable. No provision of this agreement that imposes an obligation or restriction on a party not permitted by applicable law shall be enforceable.
- D. As described herein, the RGV TAG Center is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration

between multiple law enforcement agencies with respect to a common subject matter. The TAG Center is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission statement

The mission of the RGV TAG center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

IV. Participation

A. Constituent Agencies. “Constituent Agencies” will be those participating agencies. Other agencies will not be eligible unless added to the list of Constituent Agencies as provided herein pursuant to Section XIV(A). The following agencies are hereby designated as Constituent Agencies:

1. McAllen Police Department (McPD).
2. Hidalgo County Sheriff’s Office (HCSO).
3. Texas Department of Public Safety, Region 3 (DPS).
4. Edinburg Police Department (EPD).
5. Mission Police Department (MDP).
6. Pharr Police Department (PPD).
7. San Juan Police Department (SJPd).
8. United States Border Patrol (USBP).
9. United States DOJ FBI – McAllen (FBI).
10. United States DOJ DEA – McAllen (DEA).
11. United States DHS ICE-ERO – San Antonio (ICE).
12. United States DHS ICE – HSI – McAllen (HSI).
13. United States DOJ – ATF – McAllen (ATF).
14. Weslaco Police Department (WPD).
15. Hidalgo County District Attorney’s Office – Edinburg (DA).

B. Executive Board Agencies. “Executive Board Agencies” will be Constituent Agencies as designated herein pursuant to Section IV.A.

C. Governing bodies. For purposes of this agreement, the term “governing bodies” includes those bodies specified in this section or subsequently created pursuant to the terms of this agreement that are vested with authority to take actions on behalf of the RGV TAG Center.

1. Executive Board. Ultimate governance of the RGV TAG Center is vested in an

Executive Board, comprised of the principal of each of the Executive Board Agencies, each having an equal vote on all matters before the board. The Executive Board shall designate a member to the Executive Board as the Presiding Principal for one (1) calendar year terms. The board has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement and applicable law.

- a. Minutes. The Presiding Principal or the RGV TAG Center Administrator, as defined in IV. D. herein, is responsible for ensuring that the Executive Board meetings are recorded, and that the minutes are prepared and maintained. Once approved, meeting minutes and the recording of the meetings will be retained in the RGV TAG Center files as per state retention schedules.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies. All other requests for copies will be submitted in writing to the Presiding Principal or RGV TAG Center Administrator, and approved by the Executive Board.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management of the RGV TAG Center is vested in a Management Committee, which is subordinate to the Executive Board. Each constituent agency shall appoint a senior manager from their respective staff to serve on the committee. Each member of the committee has an equal vote on all matters before the committee. The committee has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement, applicable law, and/or a decision of the Executive Board. All decisions of the committee are subject to discretionary review by the Executive Board.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first and second-line supervisors of each participating agency. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the participating agencies can be addressed on an informal basis. The Supervisors Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the RGV TAG Center.
 4. Other informal working groups. To facilitate a productive and organized

working environment, the Executive Board may choose to form other informal working groups to discuss issues of common interest. No informal working group shall have authority to making a binding decision on behalf of the RGV TAG Center.

- D. Administrator. Subject to availability of funding, the RGV TAG Center shall have an Administrator. The Administrator shall be responsible for overseeing the day to day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not direct or have any command authority over any of the participating agencies. The Executive Board shall select or approve the selection of the Administrator. The Executive Board shall also oversee the Administrator's performance.
- E. Participating agency personnel. Each participating agency shall be entitled to have employees or contractors from its respective staff working at the RGV TAG Center in such numbers as are approved by the Executive Board. Individuals working at the RGV TAG Center remain as employees of their respective participating agencies, and are subject to their participating agencies' exclusive control.

V. Commitments of the Participating Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Center by acting with a general spirit of cooperation and collaboration with the other participating agencies on matters related to the RGV TAG Center, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Center with other participating agencies;
- B. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region;
- C. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Center, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Center that is conducted by any

participating agency, including any individual working at the RGV TAG Center, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any participating agency, or any group of participating agencies, to require any other participating agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any participating agency from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information management

- A. Further dissemination of information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Center by any of the participating agencies may not be further disseminated without the express consent of the Constituent Agency from which the information originated.
- B. Information requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Center that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another participating agency, the participating agency processing the request shall consult with the participating agency from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the RGV TAG Center that are received by any participating agency.
- C. Media Communications. The Executive Board may designate one of the participating agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Center. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Center shall be made exclusively by the board-designated point of contact. However, each participating agency may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the RGV TAG Center. The RGV TAG Center designated point of contact or Administrator will be advised when such release is to be made by any participating agency.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Executive Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the participating agencies at the RGV TAG Center, subject,

however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this agreement authorizes any participating agency to exercise any control over the property of another participating agency without consent solely because the property is located in the RGV TAG Center.

- B. Security of the RGV TAG facility. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by the participating agencies (including any employee or contractor thereof) of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No participating agency may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the RGV TAG Center. The Executive Board shall establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Funding

- A. RGV TAG Center. Funding for the RGV TAG Center is to be provided through grants, initially by the Office of the Governor's Criminal Justice Division Texas Anti-Gang grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain as employees or contractors of each Constituent Agency, and, as such, the sending agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each participating agency shall bear its own costs in performing any activity related to the RGV TAG Center and will not seek reimbursement from any other participating agency. Each participating agency remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the RGV TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all participating agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on

behalf of that governing body by the participating agency that is the recipient of the funding award upon approval of the Executive Board pursuant to the terms of this agreement. Nothing in this paragraph, however, should be construed as prohibiting a participating agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval from the Executive Board.

X. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Center, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Center may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XI. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual participating agency and/or cannot be performed by the Administrator shall be, unless otherwise provided by the Executive Board, the responsibility of the McAllen Police Department, as the initial grant recipient.

XII. Effective Date

This agreement shall take effect upon execution by all Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XIII. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XIV. Addition to and Withdrawal from the RGV TAG Center

- A. Additions. Additional agencies may be invited to become Constituent Agencies of the RGV TAG Center with the unanimous approval of the Executive Board. Any additions to the list of Constituent Agencies provided herein may occur by written addendum to this agreement signed by all Constituent Agencies then existing and the joining agency, rather than through amendment to this agreement. In the event any

additional agency agrees to be a participating agency of the RGV TAG Center, the joining agency shall be considered a participating agency for purposes of this agreement, any reference to participating agency in this agreement shall be construed as including the joining agency, and any policies or procedures previously adopted and applicable to all participating agencies shall be equally applicable to the joining agency.

- B. Withdrawal. Any of the Constituent Agencies may withdraw from the RGV TAG Center upon thirty (30) days written notice to the Executive Board. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement, and any reference to participating agency in this agreement shall be construed as not including the withdrawn agency. Any withdrawing agency also shall return or surrender to the RGV TAG Center any RGV TAG Center-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the RGV TAG Center

The RGV TAG Center shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Agencies;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Center, which may occur by a written addendum to this agreement signed by all Constituent Agencies.

*

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EXECUTED this 19th day of January 2018,

McAllen Police Department.

BY:



Signature

Victor Rodriguez

Printed Name

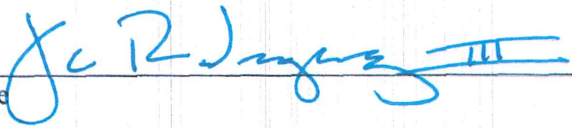
Chief of Police

Title

EXECUTED this 23RD day of JANUARY, 2018,

Texas Department of Public Safety, Region 3.

BY:

Signature 

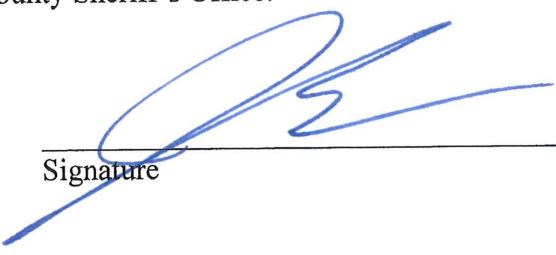
JOSE C. RODRIGUEZ III
Printed Name

REGIONAL DIRECTOR
Title

EXECUTED this 30th day of January, 2018,

Hidalgo County Sheriff's Office.

BY:


Signature

J. E. "Eddie" Guzman
Printed Name

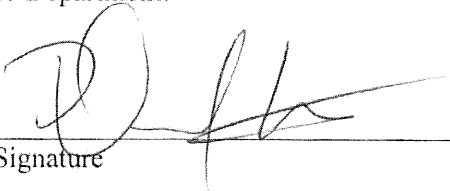
Sheriff
Title

TX RGV TAG MOU as amended 01/10/2018

EXECUTED this 13 day of February, 2018,

Edinburg Police Department.

BY:


Signature

David White
Printed Name

Chief of Police
Title

EXECUTED this 29th day of JANUARY, 2018,

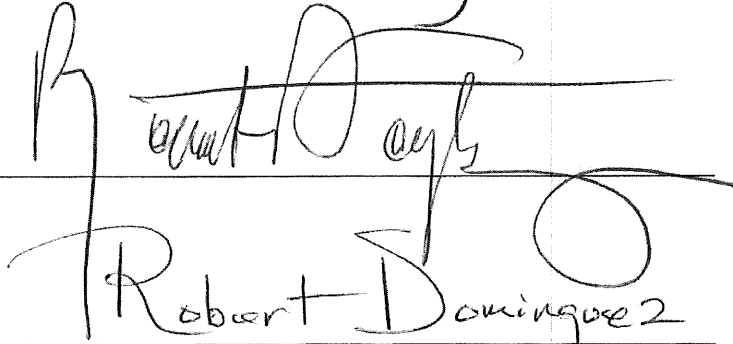
Mission Police Department.

BY:

Signature

Printed Name

Title

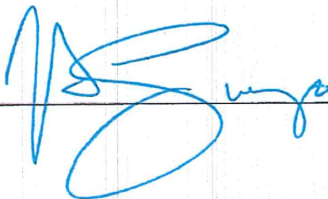

Robert Dominguez
Chief of Police

EXECUTED this 19 day of January, 2018,

Pharr Police Department.

BY:

Signature



Jose A. Luengo

Printed Name

Chief of Police

Title

EXECUTED this 25th day of January, 2018,

San Juan Police Department.

BY:

Signature

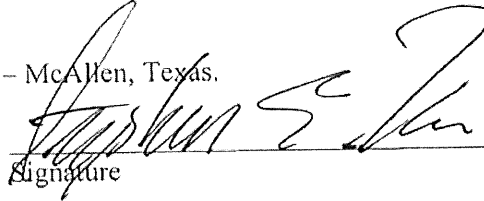
Reymundo CASAREZ
Printed Name

Captain
Title

EXECUTED this 20th day of APRIL, 2018,

US DOJ FBI – McAllen, Texas.

BY:


Signature

STEPHEN E. KAM
Printed Name

ASSISTANT SPECIAL AGENT IN CHARGE
Title

EXECUTED this 20 day of January, 2018,

United States Border Patrol.

BY:

Signature

Manuel Padilla Jr.
Printed Name

Chief Patrol Agent
Title

EXECUTED this 19th day of JANUARY, 2018,

US DOJ DEA – McAllen, Texas.

BY:

Signature

Stephen M. Jenkins
Printed Name

DEA - ASAC
Title

EXECUTED this 13th day of February, 2018,

US DHS ICE-HSI – McAllen, Texas.

BY:



Digitally signed by SHANE M
FOLDEN
Date: 2018.02.13 16:41:54 -06'00'

Signature

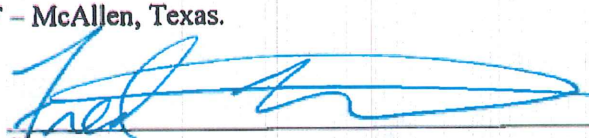
Shane M. Folden
Printed Name

Special Agent in Charge, San Antonio, TX
Title

EXECUTED this 22nd day of January, 2018,

US DOJ ATF – McAllen, Texas.

BY:


Signature

Fred Milanowski
Printed Name

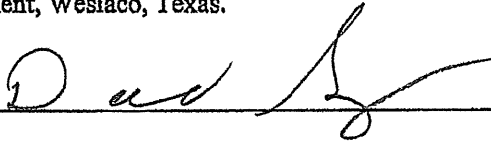
Special Agent in Charge - Houston Field Division
Title

EXECUTED this 6th day of FEBRUARY, 2018,

Weslaco Police Department, Weslaco, Texas.

BY:

Signature



DAVID SUAREZ

Printed Name

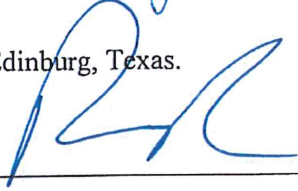
MAYOR

Title

EXECUTED this 23rd day of January, 2018,

Hidalgo County District Attorney, Edinburg, Texas.

BY:


Signature

Ricardo Rodriguez, Jr.
Printed Name

Hidalgo County Criminal District Attorney
Title

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Resolution Authorizing the City Manager to Submit and Accept an Application for Funding to the Office of the Governor, Bullet-Resistant Shield Project for the City of San Juan.

STAFF COMMENTS AND RECOMMENDATIONS:

Discuss and Approve the grant application submitted to OOG of Texas for the purpose of equipping the San Juan Police Officers with bullet-resistant shields.

RECOMMENDATION:

Approve the Resolution.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION NO. 2022-

WHEREAS, The City of San Juan finds it in the best interest of the citizens of San Juan that the Bullet-Resistant Shield Project be operated for 2022-2023; and

WHEREAS, The City of San Juan agrees to provide applicable matching funds for the said project as required by the Texas OOG grant application; and

WHEREAS, The City of San Juan agrees that in the event of loss or misuse of the Office of the Governor funds, the City of San Juan assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of San Juan designates Benjamin Arjona, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of San Juan approves the submission of the grant application for the Bullet Resistant Shield Project to the Office of the Governor.

Signed by:

PASSED and APPROVED this 27th day of September, 2022.

CITY OF SAN JUAN, TEXAS

BY: _____
MARIO GARZA, MAYOR

ATTEST:

BY: _____
BRENDA ESCALANTE, CITY SECRETARY
Grant Number: 4678701

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Approval of City Commission Meeting Minutes:
- March 22, 2022

STAFF COMMENTS AND RECOMMENDATIONS:

Approval of City Commission Meeting Minutes.

RECOMMENDATION:

Approval of Minutes.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, March 22, 2022

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
Adina “Dina” Santillan, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, Interim 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
Daniel Tijerina, Director of Planning
Juan Soto, Interim 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 6:00p.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:** There were no comments from the public.
- V. PRESENTATIONS:**

DISCUSSION: Benjamin Arjona, City Manager asked to skip the meeting order and moved forward to the second item under Departmental Reports, Department of Utilities. Mr. Arjona presented the City of San Juan utility team that will be competing at the Hydrant Hysteria Competition over in San Antonio, Texas. He stated David Salinas, Director of Utilities and his staff would be showcasing what they do at the competition. Mr. Salinas presented the team that would be competing Juan Carlos Martinez, Domingo Perez, Aaron Lopez, and

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

also presented the alternative team Julio Bazan and Salvador Mendoza if one of the other gentlemen couldn't attend. He stated at the moment they can assemble it in one minute and forty-seven seconds, which is a good kick-off time for what they would face at the competition on April 4th through the 7th. The competing team moved forward with assembling the hydrant. Mr. Arjona stated to Mayor Mario Garza there are no excuses anymore that it takes too long to install one since we saw it at first hand installed in less than two minutes.

A. Presentation Recognizing Jessica Villanueva as PSJA High School State Wrestling Champion.

DISCUSSION: Mr. Patrick Willingham, Director of Parks and Recreation presented Ms. Jessica Villanueva and stated a few months back she was recognized being ranked in the nation by the USA Wrestling and accomplished many achievements, he further stated this is her senior season which she achieved the highest achievement you can achieve in the State of Texas and in UIL, which is State champion with a record of 40-0. Mr. Willingham introduced her wrestling coach, Coach Rendon and presented Ms. Jessica Villanueva with her award for her outstanding performance and victory at the 2022 6A State Wrestling Championships with a 40-0 record. Coach Rendon thanked the City Commission for presenting her in her huge accomplishment and stated she's been setting the bar high ever since she started wrestling, she's been pushing past boundaries for their program and for the City of San Juan and everyone in the Valley. Ms. Jessica Villanueva shared a thank you speech to her loved ones and coaches, Mayor and City Commission who have supported her during these accomplishments. Mayor Mario Garza congratulated Ms. Jessica Villanueva on behalf of the City of San Juan and the City Commission for her success and thanked her for putting the City of San Juan on the map and thanked her parents, coaches and friends for supporting her, standing and believing in her. Mayor Garza added that they are here to support all of our athletes and will always help them get where they want to get.

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

- 1. Fire Department Monthly Report.**
- 2. Municipal Court Monthly Report**
- 3. Department of Utilities Monthly Report.**
- 4. Department of Finance Monthly Report.**
- 5. Police Department Monthly Report.**

DISCUSSION: Commissioner Adina "Dina" Santillan asked Tirso Garza, Fire Chief if they had received the fire truck already, to which Chief Garza responded yes, the fire truck was received Sunday and was placed on display at All-Hazard Conference in McAllen along with other equipment that they requested. Commissioner Santillan also asked Chief Garza if they would go through training and Chief replied yes, they were looking into three days sometime the following week. Mayor Mario Garza asked Chief Garza that at our next agenda meeting to put the fire truck so that he can do a presentation and also bring the truck over so that the members of the commission and the community can come out and bring their kids and take pictures.

Commissioner Adina "Dina" Santillan mentioned to Mary Enriquez, Court Administrator that she noticed a payment increased from 2021-2022 but on the citations from February 2021-2022 there was a 53-count difference and asked if there was anything to account for that. Mr. Ruben Morin, Chief of Police responded that those are just general citations across the board.

VI. PUBLIC HEARING/ ORDINANCES

A. Consideration and Approval of an Ordinance Authorizing the Issuance of Obligations Designated as "City of San Juan, Texas Public Property Finance Contractual

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

Obligations, Series 2022”; Levying an Annual Ad Valorem Tax, Within the Limitations Prescribed by Law, for the Payment of the Contractual Obligations; Prescribing the Form, Terms, Conditions, and Authorizing the Execution of Documents Incident and Related to the Issuance, Sale, and Delivery of the Contractual Obligations; and Other Matters in Connection Therewith.

DISCUSSION: Mr. Benjamin Arjona, City Manager introduced the item and stated as we may recall the last meeting, we approved the reimbursement resolution on this item for the pumper truck that we just talked about and this is for the financial part to which we have Mr. Cris Vela present to give us a brief presentation on the different bidders when they went out to bids on this particular item. He added they were five of them but one of them was at a very good interest rate. Mr. Cris Vela stated we were authorized to proceed with the funding of contractual obligations for the purchase of a fire pumper truck in the amount of \$545,000. He further stated we took bids this morning and through the use of the placement agent and on page 3 you have the summary of those bids that we received and our recommendation will be to go to the lowest bidder of \$2.480. Mr. Vela further stated assuming approval, the delivery of the funds will be done on April 19th, 2022 and you can proceed with the acquisition of the equipment.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (5-0).

Mr. Benjamin Arjona, City Manager thanked Mr. Cris Vela for his dedication and commitment to the City of San Juan as our financial advisor. Mr. Arjona stated that Mr. Vela’s retirement comes to a start as a retired person by the end of the month. Mayor Mario Garza thanked Mr. Vela and congratulated him on his retirement.

VII. APPOINTMENTS

- A. Consider the Appointment of a Member of the City of San Juan Commission to the Keep San Juan Beautiful Board as the City's Ex-Officio.**

DISCUSSION: Mr. Benjamin Arjona, City Manager presented the item and stated as we know that the bylaws ask for an ex-official for this particular board.

Mayor Mario Garza made motion to reappoint himself to the Keep San Juan Beautiful Board and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (5-0).

- B. Consider Removal and Appointment of Board Member(s) Related to the Keep San Juan Beautiful Board.**

Mayor Mario Garza made motion to reappoint Jennifer Villarreal, Homer Villarreal, Ivonne Lopez and Rubio Muniz, was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (5-0).

- C. Consider the Approval and Designation of a Liaison from the City Commission to the San Juan Memorial Library Advisory Board as Stated in the By-Laws.**

Mayor Mario Garza made motion to appoint Commissioner Adina “Dina” Santillan, was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

VIII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

A. Variance Request to the Construction Standards Manual to Allow a Fiberglass Sewer Manholes with Concrete Foundation at the proposed Orchards of San Juan Subdivision as Requested by Cruz-Hogan Consultants, Inc.

DISCUSSION: Mr. Daniel Tijerina, Director of Planning and Zoning stated this is a request for a variance for the Orchards of San Juan Subdivision. This Subdivision was approved on January 25th 2020 and production of the manholes at this time is taking 16 to 20 weeks so they are requesting a variance to be able to utilize the concrete and manhole. Mr. Tijerina further stated one of our four engineers okay it and staff recommends approval of this variance. Mayor Mario Garza asked what's the advantage and disadvantage of using the concrete versus fiberglass bottom manholes. Mr. David Salinas Responded the advantage of using a fiberglass bottom, it reduces groundwater infiltration in the manhole and as concrete ages, grounded here ships as you all, we have a lot of clay flow so it expands as it dries and gets wet. He further added that the concrete tends to break and cracks and allows water to infiltrate through the bottom.

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Mayor Mario Garza. Motion Passed (5-0).

B. Consider and Approval of the Annual Audited Financial Report for the City of San Juan, Texas for Fiscal Year Ending September 30,2021.

DISCUSSION: Mr. Manuel Garcia, Garcia and Pena CPA's introduced himself and stated he's here to offer the audit report for the year ending in September 30, 2021 and was available to answer any questions. Mr. Garcia proceeded with going over the audit report. Benjamin Arjona, City Manager stated on the governmental 19-21, the 4 million is in reference to the covid monies that was received. If we were to take that out, then it would have been an increase from last year to this year. Mayor Mario Garza stated they've been approached in outsourcing our trash and brush he's not a big fan of it for the simple reason that he likes the fact that the city controls its money and understands that in order to increase the revenue, we cut on expenditures and that's something that we really need to think about. Mr. Arjona added that the mayor is absolutely right, and one of the things that we all know that we don't charge for is for garbage fees and brush. Mayor Mario Garza stated we have a lot of development in our city, new rooftops are popping up that will affect these numbers. Mayor Garza recommended having our own workshop to further discuss this matter. Mayor Mario Garza asked Mr. Leroy Gonzalez, Director of Finance for his recommendation to which Mr. Gonzalez responded it is a good audit. Mr. Arjona thanked and congratulated everyone for their work, and helped keep the monies safe.

Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

Commissioner Adina "Dina" Santillan asked Mr. Arjona if the Noche de Paz expense report was available to which Mr. Arjona responded it was preliminary, but will talk to her about it. Commissioner Santillan asked what was the budgeted amount for the Fourth of July Event, to which Mr. Arjona responded \$31,000.

C. Consider and Approval of the Pharr Police Department and the San Juan Police Department desire to enter into a Memorandum of Understanding ("MOU") concerning the utilization of the San Juan Police booking facility from Friday, April 1, 2022, thru Monday, April 4, 2022.

DISCUSSION: Mr. Ruben Morin, Chief of Police stated this MOU is being requested by The Pharr Police Department and The San Juan Police Department and it is in reference to housing their prisoners starting April 1st through April 4th 2022. He added that right now they are both going through a renovation and they should be starting to weaken and they are just asking for us to provide them a facility. Mayor Pro Tem Leonardo "Lenny" Sanchez recommended that our agency should have a yearly MOU in place with our neighboring agencies in case of an emergency. Chief Morin agreed with his recommendation and state he will speak to Chief Harvey on that note.

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (5-0).

D. Discussion and Possible Action to Award RFB No. 22-005-02-24 Lift Station No. 13 Rehabilitation Project to the Lowest Most Responsible Bidder and Authorize the City Manager to Execute All Related Documents and Budget Amendment as Needed.

DISCUSSION: Mr. David Salinas, Director of Utilities stated back in February 2022 we went out for bids for the rehab of lift station number 13, which is the one by the recycling center so we are going to build a whole new lift station and put an auto control unit. He stated we received five different bids, we did break up that project into two different projects, one to build the lift station and another one for the force since it is two different construction types of work. He further stated we received two bids for contract A which is the lift station, one from Go Underground and the other one from JMJ Constructors and for Contract B which is the force main that's going to be running all the way to lift station number 17, we received Go Underground, McAllen Multi-Service Co., LLC and MJA Construction, LLC. Mr. Salinas stated his recommendation is to accept the lowest bidder on the contract which is all followed for Contract A is Go Underground for \$766,940.00 and for Contract B is McAllen Multi-Service Co., LLC - \$754,700.00. Mayor Mario Garza asked that for any change orders to place them in the agenda for review before approval to which Mr. Salinas agreed.

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

IX. RESOLUTIONS

A. Consideration and Approval of a Resolution Approving an Engagement Agreement for Bond Counsel and Disclosure Counsel Services with Cantu Harden LLP to maintain Arnoldo Cantu as Bond Counsel; and Other Matters in Connection Therewith.

DISCUSSION: Mr. Benjamin Arjona, City Manager introduced the item and stated Arnold Cantu our Bond Council was available to answer any questions. Mayor Mario Garza thanked Mr. Cantu for all his work.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

B. Consider Resolution Authorizing the City of San Juan to Submit and Accept an Application for Funding to the Office of the Governor, Borderzone Grant for the City of San Juan.

DISCUSSION: Mr. Benjamin Arjona, City Manager introduced the item and stated this is an annual resolution requesting authorization to submit an application for funding.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).

C. Consider Resolution Authorizing the City of San Juan to Submit and Accept an Application for Funding to the Office of the Governor, Body Worn Cameras Grant for the City of San Juan.

DISCUSSION: Mr. Benjamin Arjona, City Manager introduced the item and stated this is another grant that we are submitting for the Police Department.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (5-0).

X. CONSENT AGENDA

- A. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale and On-Site Consumption of Alcoholic Beverages (wine and beer) at the proposed Chili's Restaurant to be located at 1411 E. IH 2, legally described as Lot 3, Plaza San Juan Subdivision, as Requested by Brinker International, Inc.**
- B. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale and On-Site Consumption of Alcoholic Beverages (wine and beer) at Don Marisco Restaurant located 901 N. Raul Longoria Road, Pecan Estates, Block 2, as Requested by Ernesto Lozano.**
- C. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit to allow a Detail Shop at 1310 Sgt. Leonel Trevino Road, legally described as the East 300 feet of the South 218.2 feet of Lot 13, Block 39, Alamo Land and Sugar Company, located at the Northwest corner of Sgt. Leonel Trevino and Cesar Chavez Road, as Requested by Miguel Angel Aviles.**
- D. Consider Second and Final Reading of an Ordinance for a Voluntary Annexation Petition for 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.**
- E. Consider Second and Final Reading of an Ordinance for a Voluntary Annexation Petition of the 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.**
- F. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit to Allow Enterprise Car Sales and Rent-A-Car at 701 E. IH 2, legally described as the South 753.40 feet of the East 330 feet of the West 660 feet of Lot 7, Block 35, Alamo Land and Sugar Company, as Requested by Ples E. Schnitz.**
- G. Consider Approval of the Budget Expenditure Report for the Month of January 31, 2022.**
- H. Consider Approval of the Tax Collection Report for the Month of January 2022.**
- I. Consider Approval of the Tax Collection Report for the Month of February 2022.**
- J. Consider Approval of the Budget Expenditure Report for the Month of February 28, 2022.**

Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve all items on consent agenda and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

XI. EXECUTIVE SESSION 7:03 P.M.

Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to enter into executive session and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 22, 2022**

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.

- 1. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (City Secretary, Director of Sanitation).**

XII. RECONVENE 7:41 P.M.

Commissioner Marco “Markie” Villegas made motion to reconvene and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. 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.

- 1. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (City Secretary, Director of Sanitation).**

Mayor Mario Garza made motion to approve City Manager’s and staff’s recommendation to appoint Ms. Brenda Escalante as *City Secretary*, was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

Mayor Mario Garza made motion to approve City Manager’s and staff’s recommendation to appoint Mr. Israel Garza as *Director of Sanitation*, was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).

XIII. ADJOURNMENT 7:44 P.M.

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to adjourn and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, Interim City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Second and Final Reading of the Ordinance for the Rezoning Request from Multi-Family Residence District (R-MF) to Single-Family Residence District (R-S) of Lot 2, M&M Subdivision, as Requested by Ramiro Martinez.

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Martinez is applying for a rezoning request from multi-family to residential of the property located just South of the M&M Drive-Thru located at Cesar Chavez Road in order to build a residence. The property was re-zoned as multi-family back in 2010 when the M&M Subdivision was recorded.

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 comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval of the rezoning request.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 09/01/2022
CITY COMMISSION – 09/13/2022
DATE PREPARED – 08/26/2022

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Multi-Family Residence District (R-MF) to Single-Family Residence District (R-S)
APPLICANT:	Ramiro Martinez
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 2, M & M Subdivision
LOCATION:	The property is located approximately 550 feet South from Carroll Road along the West side of Cesar Chavez Road
PROPOSED USE OF PROPERTY:	Residential
EXISTING ZONING:	Multi-Family Residence District (R-MF)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Commercial; General Business District (C-2) <u>South</u> – Residential; Single-Family Residence District (R-S) / Neighborhood Commercial District (C-1) <u>East</u> – Outside City Limits <u>West</u> – Vacant; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access along Cesar Chavez Road.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the rezoning request.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Martinez is applying for a rezoning request from multi-family to residential of the property located just South of the M&M Drive-Thru located at Cesar Chavez Road in order to build a residence. The property was re-zoned as multi-family back in 2010 when the M&M Subdivision was recorded.

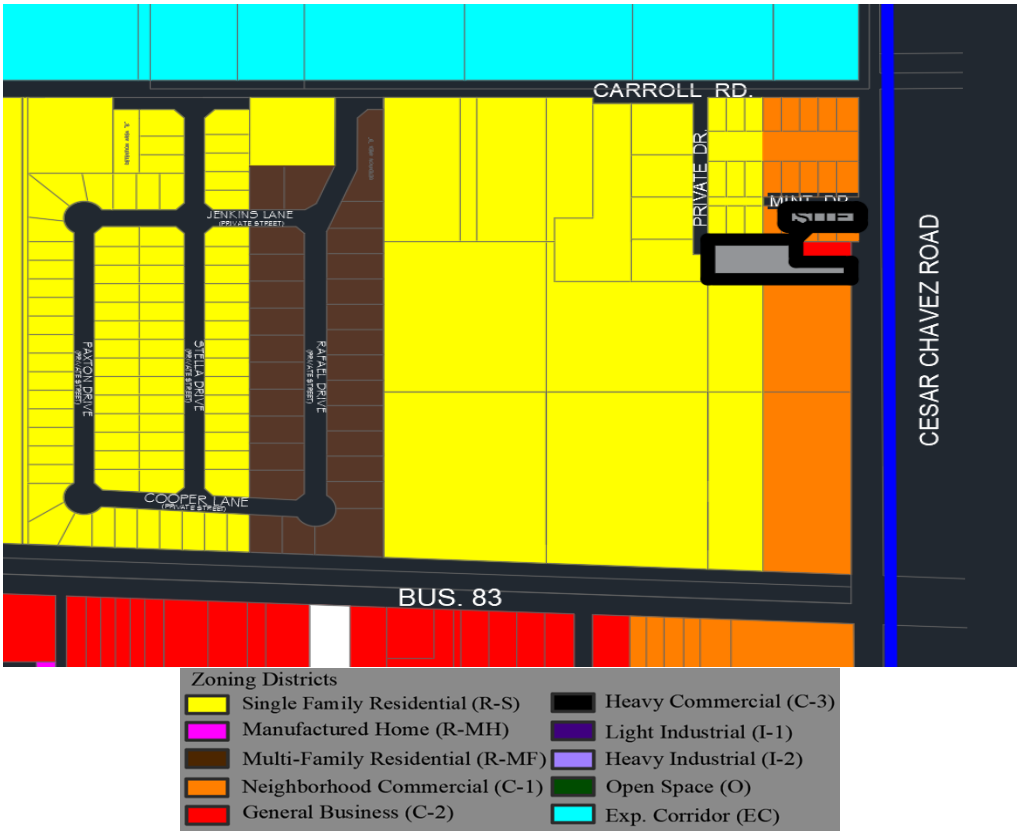
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eleven (11) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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



Aerial Map



Zoning Map



Proposed Site



ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006 OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM MULTI-FAMILY RESIDENCE DISTRICT (R-MF) TO SINGLE-FAMILY RESIDENCE DISTRICT (R-S) OF A PROPERTY LEGALLY DESCRIBED LOT 2, M & M 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 single-family district development that generates property taxes, water and sewer revenues and sales tax revenues.

The zoning district of the property legally described as Lot 2, M & M Subdivision, shall be changed to Single-Family Residence District (R-S) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 13th day of September, 2022.

PASSED and **APPROVED** on second and final reading on the 27th day September, 2022.

CITY OF SAN JUAN

MARIO GARZA
MAYOR

ATTEST:

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

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

MAP OF M & M SUBDIVISION

A 1.11 ACRE TRACT OF LAND OUT OF THE NORTH 1/2 OF LOT 7, MILLER'S SUBDIVISION, OF LOT 12, BLOCK 35, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AN ADDITION TO THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 26, PAGE 28, RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HONOLULU COUNTY, TEXAS.

STATE OF TEXAS

I, JAMES H. BARBERA, JR., ENGINEER, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT I AM OF THE OPINION THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.

DATE: APRIL 15, 2009
BY: JAMES H. BARBERA, JR.
ENGINEER

DATE: APRIL 15, 2009
BY: JAMES H. BARBERA, JR.
ENGINEER

I, JAMES H. BARBERA, JR., ENGINEER, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT I AM OF THE OPINION THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.



I, JAMES H. BARBERA, JR., ENGINEER, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT I AM OF THE OPINION THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.

DATE: APRIL 15, 2009

CITY CLERK, CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS

I, JAMES H. BARBERA, JR., ENGINEER, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT I AM OF THE OPINION THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.

DATE: APRIL 15, 2009

BY: JAMES H. BARBERA, JR.
ENGINEER

DATE: APRIL 15, 2009

STATE OF TEXAS

I, JAMES H. BARBERA, JR., ENGINEER, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT I AM OF THE OPINION THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.



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DATE: APRIL 15, 2009

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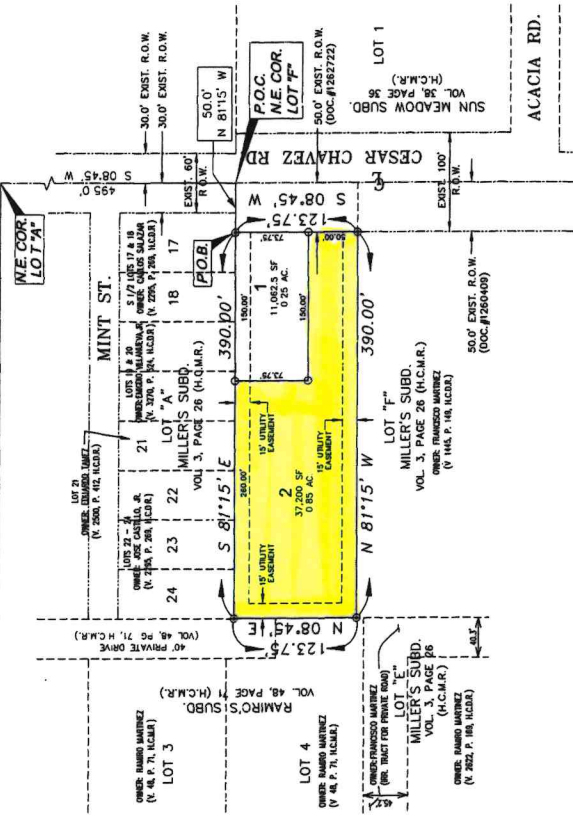
DATE: APRIL 15, 2009

DATE: APRIL 15, 2009

DATE: APRIL 15, 2009



SCALE: 1"=60'
BLOCKS OF BEGINNING
AS PER RECORD PLAT OF
MILLER'S SUBD. AS
RECORDED IN VOLUME 3,
PAGE 28 (H.C.M.R.)



GENERAL NOTES:

- THIS SUBDIVISION IS BEING PLACED IN THE PUBLIC RECORDS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND IS SUBJECT TO THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.
- THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, HAS THE RIGHT TO REVOKE OR MODIFY THE PLANS AND SPECIFICATIONS FOR THE PROPOSED SUBDIVISION OF THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.
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MEASURED AS FOLLOWS:

SECTION	MEASURE
SECTION 1	60.0'
SECTION 2	60.0'
SECTION 3	60.0'
SECTION 4	60.0'
SECTION 5	60.0'
SECTION 6	60.0'
SECTION 7	60.0'
SECTION 8	60.0'
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SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 6

SECTION 7

SECTION 8

SECTION 9

SECTION 10

SECTION 11

SECTION 12

SECTION 13

SECTION 14

SECTION 15

SECTION 16

SECTION 17

LEGEND	
●	FD 1/2" IRON ROD
○	FD 1/2" IRON PIPE
△	SET 1/2" IRON ROD
△	FD CPS

ABBREVIATIONS LEGEND	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
U.E.C.	UTILITY EASEMENT
C.C.E.	CORNER CUP EASEMENT
P.N.D.	POINT OF NO DISCONTINUITY
EXST.	EXISTING
VOL. 3	VOLUME 3
D.R.A.C.	DEED RECORDS OF HONOLULU COUNTY
H.C.M.R.	HONOLULU COUNTY MAP RECORDS
R.O.W.	RIGHT-OF-WAY
ST.	STREET
RD.	ROAD

METES AND BOUNDS DESCRIPTION

A 1.11 ACRE TRACT OF LAND OUT OF THE NORTH 1/2 OF LOT 7, MILLER'S SUBDIVISION, OF LOT 12, BLOCK 35, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AN ADDITION TO THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 28, RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HONOLULU COUNTY, TEXAS, REITERATED TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7, THENCE WITH THE NORTH LINE OF SAID LOT, NORTH 81 DEGREES, 15 MINUTES WEST 50.00 FEET TO A ONE-HALF INCH DIAMETER IRON ROD FOUND AT THE WEST RIGHT OF WAY OF CESAR CHAVEZ RD. (H.C.M.R.) VOL. 3, PAGE 28, RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HONOLULU COUNTY, TEXAS, REITERATED TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE WITH THE WEST RIGHT OF WAY OF SAID ROAD AS DESCRIBED IN DOCUMENT NUMBER 126722, OFFICIAL RECORDS, SOUTH OF 45° WEST 123.75 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 81 DEGREES, 15 MINUTES WEST, 300.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 7, FOR THENCE WITH THE NORTH LINE OF SAID LOT, SOUTH 81 DEGREES, 15 MINUTES EAST, 300.00 FEET TO THE PLACE OF BEGINNING.

HONOLULU COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HONOLULU COUNTY WITH THE HONOLULU COUNTY ENGINEERS HAS REVIEWED THE DRAINAGE PLANS FOR THIS SUBDIVISION AND HAS DETERMINED THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS, AND THAT THE SAME ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN JUAN, HONOLULU COUNTY, TEXAS.

DATE: APRIL 15, 2009

BY: JAMES H. BARBERA, JR.
ENGINEER

DATE: APRIL 15, 2009



HONOLULU COUNTY DRAINAGE DISTRICT NO. 1

THE PLAN IS HEREBY APPROVED BY THE HONOLULU COUNTY ENGINEERS DISTRICT #1 ON THIS, THE DAY OF APRIL, 2009.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND SHEDS) SHALL BE PLACED UPON HONOLULU COUNTY DRAINAGE DISTRICT #1 RIGHTS OF WAY OR EASEMENTS.

ATTEST:

SECRETARY

FILED FOR RECORD IN

ON APRIL 15, 2009

BY: JAMES H. BARBERA, JR.
ENGINEER

DEPUTY

RECORDED IN VOLUME 3

PAGE 28

RECORDS OF HONOLULU COUNTY, TEXAS

ANTONIO GUERRA, JR.

COUNTY CLERK



7001 10th Street, Suite 300
Houston, Texas 77058
832-487-1111
832-487-1111 (FAX)

Rezoning Request from Multi-Family Residence District (R-MF) to Single-Family Residence District (R-S) of the Lot 2, M&M Subdivision, as Requested by Ramiro Martinez.

Martinez, Ramiro
307 Carroll Ln.
San Juan, TX 78589-4602

Villanueva, Emigdio Jr. & Cynthia
P.O. Box 943
Mission, TX 78573-0015

M&M Drive Thru, LLC.
307 Carroll Ln.
San Juan, TX 78589-4602

Villanueva, Emigdio Jr.
P.O. Box 943
Mission, TX 78573-0015

Salazar, Carlos & Juanita C.
1018 Center St.
Alamo, TX 78516-9329

Perez, Heriberto and Mirna
310 N. Cage Blvd.
Pharr, TX 78577

Martinez, Francisco & Eva
P.O. Box 992
San Juan, TX 78589-0992

Castillo, Jose Jr.
P.O. Box 312
Alamo, TX 78516-0312

Farias, Robert
P.O. Box 1036
Alamo, TX 78516-1036

Martinez, Ricardo & Ricardo Jr.
P.O. Box 1023
San Juan, TX 78589-1023

Tamez, Eduardo & P Lucy M.
1118 Mint Dr.
San Juan, TX 78589-5190

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Second and Final Reading of an Ordinance to Amend Chapter 13 Utilities, Articles 13.02 Solid Waste and Stormwater Pollution Prevention Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule, to Modify the Reference of 90 Gallon Container to a 96 Gallon Container and to Modify and Provide Additional Roll-off Container Rental Rates, Service Fees and Deposit Fee.

STAFF COMMENTS AND RECOMMENDATIONS:

The purpose of this ordinance is to amend Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater in order to sustain the surge of prices of all resources needed to upkeep The City of San Juan.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN JUAN, CHAPTER 13 UTILITIES, ARTICLE 13.02 SOLID WASTE AND STORMWATER POLLUTION PREVENTION, DIVISION 2. RATES, CHARGES AND BILLING, SECTION 13.02.051 CUSTOMER CLASSIFICATION; RATE SCHEDULE, TO MODIFY THE REFERENCE OF 90 GALLON CONTAINER TO A 96 GALLON CONTAINER AND TO MODIFY AND PROVIDE ADDITIONAL ROLL-OFF CONTAINER RENTAL RATES, SERVICE FEES AND DEPOSIT FEE; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR REPEALER CLAUSE.

RECITALS

WHEREAS, the City of San Juan provides garbage and waste disposal services to the community and certain fees are necessary to offset the operational and administrative costs incurred by the City in doing so; and

WHEREAS, the City of San Juan currently provides for fees related to garbage and waste disposal services and such fees are provided for under Chapter 13 Utilities, Article 13.02 Solid Wastes and Stormwater Pollution Prevention, Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule of the City of San Juan Code of Ordinances; and

WHEREAS, after review of the current fees, the City Commission desires to amend such fees to modify the reference of “90” gallon container to “96” gallon container and to modify and provide for additional roll-off container rental rates, service fees and deposit fee.

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

SECTION 1. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater Pollution and Prevention, Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule, to delete the stricken out provisions below and add underlined provisions below:

**ARTICLE 13.02 SOLID WASTE AND STORMWATER POLLUTION PREVENTION
Division 2. Rates, Charges and Billing**

Sec. 13.02.051 Customer classifications; rate schedule

(a) Classifications.

- (1) Class I, single-family service ~~90~~ 96 gallon container. Shall include all single-family residences as well as mobile home/travel trailer parks.

- (2) Class II, multifamily and commercial service 300 gallon container. Multifamily shall include travel trailer parks/mobile home parks, duplexes, apartments, including garage apartments, and other properties on which more than one family resides. Commercial service includes any retail or service business and industrial operations, churches, schools and nonprofit organizations.
- (3) Class III, 3 cubic yard container. Includes all other customers not included in class I and II.
- (4) Class IV, 6 cubic yard container.
- (5) Class V, 8 cubic yard container.
- (6) Class VI, 10 cubic yard container.
- (7) Class VII, pickup trucks. All size noncommercial pickup.
- (8) Class VIII, trailers. All size noncommercial trailers.
- (9) Class IX, brush truck. All size noncommercial brush trucks.
- (10) Class X, roll off trucks. All size noncommercial roll off trucks.

(b) Monthly rates.

	Container	Service	Rate	Stormwater fee*
Class I	90 96 gallon (residential)	Once-a-week	\$17.20	1.55
	90 96 gallon (commercial)	Once-a-week	\$30.50	2.00
Class II	300 gallon	Once a week	\$74.11	6.75
		Twice a week	\$135.83	13.50
		Three times a week	\$196.25	20.25
Class III	3 cubic yard	Once a week	\$74.11	\$6.75
		Twice a week	\$135.83	\$13.50
		Three times a week	\$196.25	\$20.25

		Four times a week	\$256.67	\$27.00
		Five times a week	\$317.09	\$33.75
		Six times a week	\$377.51	\$40.50
Class IV	6 cubic yard	Once a week	\$119.20	\$12.00
		Twice a week	\$238.39	\$24.00
		Three times a week	\$357.58	\$36.00
		Four times a week	\$476.77	\$48.00
		Five times a week	\$595.96	\$60.00
		Six times a week	\$715.15	\$72.00
Class V	8 cubic yard	Once a week	\$149.20	\$14.00
		Twice a week	\$268.39	\$26.00
		Three times a week	\$387.58	\$38.00
		Four times a week	\$506.77	\$50.00
		Five times a week	\$625.96	\$62.00
		Six times a week	\$745.15	\$74.00
Class VI	10 cubic yard	Once a week	\$179.20	\$16.00
		Twice a week	\$298.39	\$28.00
		Three times a week	\$417.58	\$40.00
		Four times a week	\$536.77	\$52.00
		Five times a week	\$655.96	\$64.00
		Six times a week	\$775.15	\$76.00

*Stormwater pollution prevention fee: This fee shall be used to purchase or finance a street sweeper and/or a road patcher and all the expenses associated with the operation of these machines including personnel. Funds may also be used towards the purchase of asphalt for the

patching of potholes throughout the city or for drainage improvement projects. The stormwater pollution prevention fees are to be held in a separate fund account.

(c) Disposal of construction debris and non-schedule collection rates. Must show proof of city residency and building permit:

(1) Class VII, pick-up truck: ~~\$55.00~~75.00.

(2) Class VIII, trailer: ~~\$135.00~~175.00.

(3) Class IX, brush truck: ~~\$200.00~~325.00.

~~(4) Class X, roll-off container: \$325.00.~~

(d) Roll-Off Container Rental and Service Rates.

(1) Waste Pick Up: \$200.00 per pick up.

(2) Waste Disposal Fee: \$35.00 per ton (up to 14 tons) and \$45.00 per ton (for disposal over 14 tons).

(3) Tire Disposal: \$5.00 per tire.

(4) Daily Rental Fee: \$10.00 per day.

(5) Inactivity Charge: 30 days or less - \$250.00; 31-60 days – \$300.00; 61-90 days - \$350.00; and over 90 days – \$400.00.

(6) Relocation Fee: \$125.00.

(7) Return Trip Fee: \$40.00.

(8) Only City of San Juan roll-off containers will be allowed for disposal. If a City of San Juan roll-off container isn't available, a chicken wire containment will be allowed until a container can become available.

(e) Multiple classifications. In cases in which the premises consist of more than one classification (i.e. residential and commercial), the rates to be charged shall be established as a combination of the rate for the highest rate for one of the classifications, plus fifty-percent (50%) of the rate for the additional classifications.

~~(e)(f)~~ Additional containers Residential Service Fees. Upon request, an additional container shall be provided to a class I user at ~~an additional rate of \$10.00 per month.~~ the following additional rates:

- (1) Additional Residential 96-Gallon Container: \$10.00 per month.
- (2) Washing of Residential 96-Gallon Container: \$25.00.
- (3) Recycling 96-Gallon Container: \$10.00 per month.
- (4) Return Pick-up for Residential/Recycling 96-Gallon Container: \$15.00.
- (5) Additional Pick-up of Residential/Recycling 96-Gallon Container: \$15.00.

~~(f) A \$50.00 deposit will be charged for all residential accounts.~~

~~(g) A \$200.00 per container deposit will be charged for all commercial accounts.~~

(g) Additional Commercial Service Fees:

- (1) Washing of Commercial Container: \$40.00.
- (2) Lock Bar: \$50.00.
- (3) Return Pick-up for Commercial Container: \$40.00.
- (4) Return Pick-up for Roll-Off Container: \$40.00.

(h) Deposit Fees.

- (1) A \$50.00 deposit will be charged for each Class I container.
- ~~(2) A \$200.00 per container deposit will be charged for each Class II, III, IV, V, or VI container.~~
- (3) A \$400.00 deposit will be charged for each Class X container.

SECTION 2. Effective Date. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until fifteen (15) days has passed after its first reading.

SECTION 3. Publication. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 4. Codification. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 5. Severability. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 6. Repealer Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of September, 2022.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of September, 2022.

CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:

PALACIOS GARZA & THOMPSON, P.C.

BY: _____
City Attorney

Division 2. Rates, Charges and Billing

Sec. 13.02.051 Customer classifications; rate schedule

(a) Classifications.

(1) Class I, single-family service 90 gallon container. Shall include all single-family residences as well as mobile home/travel trailer parks.

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(3) Class III, 3 cubic yard container. Includes all other customers not included in class I and II.

(4) Class IV. 6 cubic yard container.

(5) Class V. 8 cubic yard container.

(6) Class VI. 10 cubic yard container.

(7) Class VII, pickup trucks. All size noncommercial pickup.

(8) Class VIII, trailers. All size noncommercial trailers.

(9) Class IX, brush truck. All size noncommercial brush trucks.

(10) Class X, roll off trucks. All size noncommercial roll off trucks.

(b) Monthly rates.

	Container	Service	Rate	Stormwater fee*
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		Twice a week	\$135.83	13.50
		Three times a week	\$196.25	20.25
Class III	3 cubic yard	Once a week	\$74.11	\$6.75
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		Five times a week	\$625.96	\$62.00
		Six times a week	\$745.15	\$74.00
Class VI	10 cubic yard	Once a week	\$179.20	\$16.00
		Twice a week	\$298.39	\$28.00
		Three times a week	\$417.58	\$40.00
		Four times a week	\$536.77	\$52.00

		Five times a week	\$655.96	\$64.00
		Six times a week	\$775.15	\$76.00

*Stormwater pollution prevention fee: This fee shall be used to purchase or finance a street sweeper and/or a road patcher and all the expenses associated with the operation of these machines including personnel. Funds may also be used towards the purchase of asphalt for the patching of potholes throughout the city or for drainage improvement projects. The stormwater pollution prevention fees are to be held in a separate fund account.

(c) Disposal of construction & non-schedule brush collection rates. Must show proof of city residency and building permit:

- (1) Class VII, pick-up truck: ~~\$55.00.~~ **\$75.00**
- (2) Class VIII, trailer: ~~\$435.00.~~ **\$175.00**
- (3) Class IX, brush truck: ~~\$200.00.~~ **\$325.00**
- (4) ~~Class X, roll off container: \$325.00.~~

(d) Roll-Off Container Rental and Service Rates.

- (1) Waste Pick Up: ~~\$165.00~~ per pick up **\$200.00**
- (2) Waste Disposal Fee: ~~\$25.00~~ **\$35.00** per ton (up to 14 tons) - **\$45.00**
Disposal Fee per ton (in excess of 14 tons)
- (3) Tire Disposal: \$5.00 per tire disposal.
- (4) Daily Rental Fee: ~~\$4.00~~ per day. **\$10.00**
- (5) Inactivity Charge: ~~\$165.00~~ (up to 30 days) **\$250.00** (31-60 days) **\$300**
(61-90 days) **\$350** (91 days or more) **\$400**
- (6) Relocation Fee: \$125.00
- (7) **Return Trip Fee: \$40.00**
- (8) **Only City of San Juan roll-off containers will be allowed for disposal. If a City of San Juan roll-off container isn't available, a chicken wire containment will be allowed until a container can become available.**

(e) Multiple classifications. In cases in which the premises consist of more than one classification (i.e., residential and commercial), the rates to be charged shall be established as a combination of the rate for the highest rate for one of the classifications, plus fifty-percent (50%) of the rate for the additional classifications.

(f) Additional containers **Residential Service Fees**. Upon request, an additional container shall be provided to a Class I user at an additional rate of \$10.00 per month.

(1) **Additional Residential 96-Gallon Container: \$10.00/mo**

(2) **Washing of Residential 96-Gallon Container: \$25.00**

(3) **Recycling 96-Gallon Container: \$10.00/mo.**

(4) **Return Pick-Up for Residential/Recycling 96-Gallon Container: \$15.00**

(5) **Additional Pick-Up of Residential/Recycling 96-Gallon Container: \$15.00**

(g) **Additional Commercial Service Fees**

(1) **Washing of Commercial Container: \$75.00**

(2) **Lock Bar: \$50.00**

(3) **Return Pick-Up for Commercial Container: \$40.00**

(4) **Return Pick-Up for Roll Off Container: \$40.00**

Commercial Pick-Up – See Section C.

(h) Deposit Fees.

(1) A \$50.00 deposit will be charged for all residential accounts.

(2) A \$200.00 per container deposit will be charged for all commercial accounts.

(3) a \$400 deposit will be charged for each Class X container.

(Ordinance 18-04 adopted 4/10/18)

 Sec. 13.02.052 Special classifications; classification and rate adjustments

- (a) Property, premises, or buildings with two or more classifications. If any business or commercial institution in the city shall, in the same building, premises or area, engage in business activities listed in more than one of the use schedules above, the primary business activity of said business or commercial institution shall prevail in the determination of the classification and rate to be charged.
- (b) Business property, premises or building not otherwise classified or covered. If any business, commercial institution, or property situated in the city is not specifically listed in any of the foregoing schedules, said business, institution, or property shall be classified and charged the rate of a similar business listed in said schedule.
- (c) Classification adjustments. If a business function or activity cannot be properly classified according to the above schedules, or where the classification rate in the customer's opinion is manifestly unfair, and equitable rates under their circumstances, the city manager is given the exclusive authority to resolve the classification, with the right of appeal by the customer to the city commission, who shall, after a hearing with the affected party, set the reasonable rate.
- (d) Reporting. In all cases in which a rate adjustment has been made hereunder, the city manager shall keep a record of same, which shall be a public record.

 Sec. 13.02.053 Applicability of charges; appeal procedure

- (a) The charges fixed for collection, removal, and disposal of garbage and trash within the city shall be levied and assessed by the city against all occupants of a building, structure, premises, or other location where such service is received or is available.
- (b) As soon as reasonably practicable after approval of this article, the city manager shall develop a written procedure for hearing of appeals by customers which shall be finally resolved at the city manager's level and submit same for approval by the city commission.

 Sec. 13.02.054 Billing and payment of charges

- (a) Charges for garbage collection shall be billed by the city each month as a separate item on the water bill of all persons who received water bills from the utility billing department. For customers that get water from the North Alamo Water Supply Corporation the garbage fee shall be billed through the North Alamo Water Supply Corporation utility bill.

(b) Such charges shall be due and payable at the time and place and in the same manner as such water bills.

(c) A person who receives garbage and/or trash collection service and has a sewer or water charge, shall be billed each month through regular U.S. Mail channels, addressed to such person's address, and the charge shall be due and payable by such person to the city within ten (10) days after the date of the bill. The utility billing department is authorized to collect all garbage and trash collection charges for the city, and shall account to the city for such collections, and such charges shall be paid into the general fund of the city. The garbage department shall pay the utility billing department a reasonable sum for its billing, collecting, and recordkeeping service for garbage and trash.

(d) A person who does not receive water services from the city or the North Alamo Water Supply Corporation shall pay to a third party as instructed by the city manager consistent with any agreement which may be made by the city.

 Sec. 13.02.055 Failure to pay charges

(a) Any person required to pay charges and who fails to do so before same becomes delinquent, i.e. ten (10) days after the due date, shall have his/her water and sewer service through the municipal system discontinued and his/her water meter cut off or disconnected. The city may refuse to provide water service until such time as the delinquent garbage and trash service charge is paid in full.

(b) If any person has his/her garbage and trash collection service discontinued by the city, said garbage must otherwise be collected and disposed of by such person. It shall be a violation to fail to collect and dispose of said garbage and trash.

 Secs. 13.02.056–13.02.100 Reserved

 Division 3. Private Collectors

 Sec. 13.02.101 City to be notified of yard and construction site cleanup

Any property owner who engages the services of a person to perform yard cleanup, including trimming trees and brush or construction site cleanup, and who will produce trimmings or other material that can be disposed of in the city's standard solid waste containers, shall promptly notify the city of the week during which the cleanup will take place.

 Sec. 13.02.102 Vehicles; containers; duties of permittee on termination of service

- (a) All vehicles used in the collection of garbage and trash by any permittee within the city shall meet the minimum specifications relating to safety and health as promulgated and established by the department of state health services for the purposes of collection of garbage and trash within the city.
- (b) It shall be the obligation of the permittee to see that all containers used for trash collection by the permittee meet the specifications for such containers.
- (c) It shall be unlawful to use city right-of-way for the purpose of storing or collecting garbage or trash from any commercial-type dumpster container, by any permittee.
- (d) It shall be the responsibility of the permittee to remove the container and any accumulation of garbage, trash, or brush should any customer of a permittee cancel or have service canceled as a final collection. The permittee shall notify the city of the date of termination and the date of the above-mentioned final collection.



Sec. 13.02.103 Collectors operating on effective date

All persons collecting garbage and trash, other than the city, who come under the provisions of this division shall apply for a permit from the city within thirty (30) days from the effective date. Any such persons applying for a permit within the time limit as specified above or who shall have applied for renewal of a permit within the appropriate time period shall have the right to continue operations during the pendency of the consideration of such person's permit application.

(Ordinance 15-03 adopted 2/17/15)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider an Ordinance Adopting the Budget for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2022 through September 30, 2023.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider an Ordinance Adopting the Budget for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2022 through September 30, 2023.

RECOMMENDATION:

Approve Ordinance Adopting the Proposed Budget for the City of San Juan, Texas for Fiscal Year Beginning October 1, 2022 through September 30, 2023.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE No. ____

AN ORDINANCE BY THE SAN JUAN CITY COMMISSION ADOPTING THE BUDGET OF THE CITY OF SAN JUAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SAN JUAN, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION I: The Budget for the City of San Juan, Texas for the fiscal year beginning October 1, 2022, and ending September 30, 2023, as submitted by the City Manager is hereby approved in all respects, and adopted as the City's budget for the fiscal year beginning the 1st day of October, 2022 and ending the 30th day of September, 2023.

The **General Fund** Budget is hereby approved in the amount of **\$15,878,618**; the **Utility Fund** Budget is hereby approved in the amount of **\$4,326,113**; the **Solid Waste Fund** Budget is hereby approved in the amount of **\$4,008,060**; the **Asset Forfeiture-State Fund** Budget is hereby approved in the amount of **\$15,000**; the **Miscellaneous Grants Fund** is hereby approved in the amount of **\$81,353**; the **Hotel/Motel Occupancy Tax Fund** is hereby approved in the amount of **\$18,650**; and the **Asset Forfeiture-Federal Fund** Budget is hereby approved in the amount of **\$100,000**; the **StormWater Fund** Budget is hereby approved in the amount of **\$305,000**.

The adoption of this Ordinance specifically amends the proposed Budget as filed with the City Secretary, as required by the law, and the Board of Commissioners hereby finds such amendments to be in the best interest of the taxpayers of the City of San Juan, Texas.

SECTION II: That there is hereby appropriated the amount shown in said budget necessary to provide for a Debt Service Fund for the payment of the principal and interest and the retirement of the bonded indebtedness of the City of San Juan, Texas in the amount of **\$2,399,750**; included within the above stipulated amounts.

SECTION III: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION IV: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION V: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions**; but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

SECTION VII: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED and APPROVED on **FIRST READING** at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on the **13th day of September 2022**.

READ, CONSIDERED, PASSED and APPROVED on **SECOND READING** at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on the **27th day of September 2022**.

CITY OF SAN JUAN

By: _____
Mario Garza, Mayor

ATTEST:

By: _____
Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Approval of the Tax Collection Report for the Month of August 20, 2022.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of August 20, 2022

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: September 16, 2022
Subject: Monthly Collection Report – August, 2022

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	8,178,632.33	7,793,728.78	7,286,363.64	7,112,363.88
Adjustment to date	65,817.85	267,480.56	(31,767.84)	(16,319.15)	(4,985.64)
Adjusted Tax Levy	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49	7,107,378.24
Collections to date	8,805,648.29	8,133,995.20	7,396,436.76	6,913,739.06	6,751,777.82
Percentage Collected	96.16%	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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
AUGUST 2022**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2021/2022	COLLECTED 2020/2021
2021 TAX ROLL	9,088,383.56	8,805,648.29		65,817.85	348,553.12	96.19%	96.05%
2020 & PRIOR YRS	1,310,937.78	352,906.45	(3,647.87)	(18,227.48)	936,155.98	27.38%	26.01%
ROLLBACK	8,033.72	14,414.64		11,264.86	4,883.94	74.69%	90.93%
TOTALS	10,407,355.06	9,172,969.38	(3,647.87)	58,855.23	1,289,593.04		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2022

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	29,388.62	(4,674.09) CURRENT
CURRENT YEAR-P&I	5,732.26	
PRIOR YEARS-BASE TAX	25,997.15	(69.26) PRIOR
PRIOR YEARS-P&I	13,465.12	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	8,796.89	- PURGED
TOTAL COLLECTIONS	83,380.04	(4,743.35)
LESS TRANSFERRED	49,140.72	
LESS IN TRANSIT	30,852.07	
LESS DUE TO HCAD COMM. FEE	11.25	
LESS DUE TO CO TREASURER	3,376.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2022 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF SEPTEMBER 2022 A.D.

Mark Martinez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF AUGUST 2022

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2021-2022</u>	<u>2020-2021</u>	<u>DIFFERENCE</u>
<u>2021 CURRENT</u>			
ORIGINAL LEVY	9,088,383.56	8,178,632.23	909,751.33
MODIFICATIONS	65,817.85	267,480.56	(201,662.71)
CURRENT LEVY	9,154,201.41	8,446,112.79	708,088.62
CURRENT COLLECTIONS THIS MONTH	29,388.62	23,467.00	5,921.62
CURRENT COLLECTIONS TO DATE	8,805,648.29	8,112,398.19	693,250.10
OUTSTANDING TO DATE	348,553.12	333,714.60	14,838.52
PERCENT COLLECTED/ORIGINAL	96.89%	99.19%	-2.30%
PERCENT COLLECTED/MODIFIED	96.19%	96.05%	0.14%
TOTAL COLLECTIONS FISCAL YEAR	8,805,648.29	8,112,398.19	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,310,937.78	1,400,520.59	(89,582.81)
MODIFICATIONS	(21,875.35)	(10,272.62)	(11,602.73)
DELINQUENT LEVY	1,289,062.43	1,390,247.97	(101,185.54)
DELINQUENT COLLECTIONS THIS MONTH	25,997.15	21,804.85	4,192.30
DELINQUENT COLLECTIONS TO DATE	352,906.45	361,579.78	(8,673.33)
OUTSTANDING TO DATE	936,155.98	1,028,668.19	(92,512.21)
PERCENT COLLECTED/ORIGINAL	26.92%	25.82%	1.10%
PERCENT COLLECTED/MODIFIED	27.38%	26.01%	1.37%
TOTAL COLLECTIONS FISCAL YEAR	352,906.45	361,579.78	
<u>ROLLBACK</u>			
ORIGINAL LEVY	8,033.72	0.00	8,033.72
MODIFICATIONS	11,264.86	12,094.63	(829.77)
ROLLBACK LEVY	19,298.58	12,094.63	7,203.95
ROLLBACK COLLECTIONS THIS MONTH	0.00	10,997.17	(10,997.17)
ROLLBACK COLLECTIONS TO DATE	14,414.64	10,997.17	3,417.47
OUTSTANDING TO DATE	4,883.94	1,097.46	3,786.48
PERCENT COLLECTED/ORIGINAL	179.43%	#DIV/0!	#DIV/0!
PERCENT COLLECTED/MODIFIED	74.69%	90.93%	-16.24%
TOTAL COLLECTIONS FISCAL YEAR	14,414.64	10,997.17	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: August 2022

37 - CSJ

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
2-Aug	470.07	73.70			157.73	65.40		102.90		869.80		869.80	
3-Aug	2,183.04	400.61			250.46	76.44		435.00		3,345.55		3,345.55	
4-Aug	1,308.96	187.83			1,009.63	378.34		242.86		3,127.62	3,966.97	(839.35)	12-Aug
5-Aug	544.47	91.88			284.86	227.17		112.90		1,261.28	1,261.28	0.00	15-Aug
6-Aug	(4,804.59)	(3.79)			(69.26)	-		-		(4,877.64)		(4,877.64)	
8-Aug	571.47	102.31			289.18	105.44		155.22		1,223.62		1,223.62	
9-Aug	481.70	91.52			928.24	459.31		293.96		2,254.73		2,254.73	
10-Aug	983.46	137.43			1,725.13	489.73		394.48		3,730.23	2,330.94	1,399.29	16-Aug
11-Aug	1,445.24	156.22			178.91	194.04		177.50		2,151.91	2,151.91	-	17-Aug
12-Aug	1,315.33	244.40			193.55	89.50		251.93		2,094.71	2,094.71	-	18-Aug
15-Aug	856.16	130.58			26.23	18.36		122.96		1,154.29	1,154.29	-	19-Aug
16-Aug	1,661.59	315.80			145.35	53.96		326.51		2,503.21	2,503.21	-	22-Aug
17-Aug	1,158.22	220.07			736.68	260.86		356.38		2,732.21	2,732.21	-	23-Aug
18-Aug	5,508.28	1,014.58			2,396.67	1,123.20		1,272.12		11,314.85	11,314.85	(0.00)	24-Aug
19-Aug	1,297.45	215.06			590.07	210.66		316.81		2,630.05	2,630.05	(0.00)	25-Aug
22-Aug	541.93	93.32			58.36	32.58		92.38		818.57	818.57	-	26-Aug
23-Aug	1,166.71	166.26			2,135.48	775.18		418.28		4,661.91	4,661.91	-	29-Aug
24-Aug	83.36	8.84			66.73	71.24		22.59		252.76	252.76	0.00	
25-Aug	4,252.50	689.97			2,863.34	2,084.03		1,377.22		11,267.06	11,267.06	-	31-Aug
26-Aug	2,972.60	461.41			3,035.89	885.05		605.35		7,960.30	7,960.30	-	1-Sep
29-Aug	2,877.01	546.64			12.34	14.43		513.54		3,963.96	3,963.96	-	2-Sep
30-Aug	1,454.11	195.46			8,246.55	5,416.56		879.27		16,191.95	16,191.95	-	6-Sep
31-Aug	1,059.55	192.16			735.03	433.64		326.73		2,747.11	2,735.86	11.25	8-Sep
TTL	29,388.62	5,732.26	0.00	0.00	25,997.15	13,465.12	0.00	8,796.89	0.00	83,380.04	79,992.79	3,387.25	

OVERALL TOTAL	83,380.04
LESS REFUNDS	0.00
LESS HCAD COMM FEES	11.25
LESS COMM/COST	3,376.00
BALANCE	79,992.79
LESS TRANSFERRED	49,140.72
LESS TRANSF IN TRANSIT	30,852.07
BALANCE PENDING	0.00

FISCAL START: 10/01/2021 END: 09/30/2022 JURISDICTION: 0037 CITY OF SAN JUAN

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	9,088,383.56	4,674.09-	65,817.85	29,388.62	8,805,648.29	348,553.12	96.19	0.00
2020	312,117.59	69.26-	11,787.49-	7,138.80	157,307.27	143,022.83	52.38	1,085.52-
2019	164,177.50	.00	3,474.25-	5,346.98	61,828.68	98,874.57	38.47	1,030.80-
2018	105,283.41	.00	1,039.21-	2,634.02	28,900.36	75,343.84	27.72	447.30-
2017	83,971.33	.00	3,870.31-	2,268.66	20,047.91	60,053.11	25.03	393.75-
2016	66,281.08	.00	233.52-	1,016.10	11,706.28	54,341.28	17.72	198.56-
2015	59,065.98	.00	176.35-	811.96	8,016.78	50,872.85	13.61	176.35-
2014	51,960.23	.00	176.34-	1,231.75	7,191.05	44,592.84	13.89	176.34-
2013	49,204.50	.00	192.57-	1,094.48	7,077.12	41,934.81	14.44	192.57-
2012	47,521.87	.00	198.11-	759.03	6,880.37	40,443.39	14.54	198.11-
2011	58,305.36	.00	202.25-	183.07	6,206.64	51,896.47	10.68	202.25-
2010	43,687.27	.00	170.03-	491.05	6,712.57	36,804.67	15.43	170.03-
2009	42,731.21	.00	96.68-	575.73	5,718.24	36,916.29	13.41	96.68-
2008	33,944.94	.00	19.86-	531.82	3,424.10	30,500.98	10.09	19.86-
2007	29,329.45	.00	0.00	573.35	1,969.31	27,360.14	6.71	0.00
2006	26,114.72	.00	0.00	556.62	2,305.48	23,809.24	8.83	0.00
2005	23,041.36	.00	0.00	693.89	2,738.43	20,302.93	11.88	0.00
2004	16,841.16	.00	0.00	5.24	2,028.64	14,812.52	12.05	0.00
2003	17,352.08	.00	0.00	0.00	2,016.30	15,335.78	11.62	0.00
2002	14,005.44	.00	0.00	5.45	1,219.18	12,786.26	8.71	0.00
2001	11,920.15	.00	238.38-	31.29	1,579.48	10,102.29	13.52	0.00
2000	54,081.15	.00	0.00	47.86	8,032.26	46,048.89	14.85	0.00
***	10,399,321.34	4,743.35-	43,942.50	55,385.77	9,158,554.74	1,284,709.10		4,388.12-

CITY OF SAN JUAN, TEXAS
AS OF July 2022

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
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	
Adjstid Levy	9,191,852.10	9,190,387.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,088,383.56
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,133,995.20
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	89.50

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
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
Adjstid 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

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjstid Levy	7,796,610.63	7,784,735.25	7,773,502.76	7,768,074.49	7,757,616.97	7,744,123.63	7,731,618.00	7,717,842.80	7,704,126.96	7,690,401.12	7,676,616.15	7,662,831.18
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjstid Levy	7,287,841.76	7,286,667.28	7,285,197.95	7,279,737.86	7,270,564.91	7,260,392.55	7,250,213.89	7,239,527.15	7,228,308.54	7,217,089.93	7,205,871.32	7,194,652.71
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstid Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstid Levy	6,640,522.51	6,642,817.69	6,634,218.74	6,627,026.27	6,616,750.30	6,602,362.84	6,586,207.91	6,569,088.31	6,550,283.00	6,530,745.58	6,511,208.16	6,491,668.89
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)												
6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjstid Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,866,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35
Levy 2014 (14-15 YR)												
6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjstid Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01
Levy 2013 (13-14 YR)												
6,026,969.81	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)	(12,883.32)	(15,059.23)	(15,348.77)	(16,498.87)
Adjstid 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)	(14,310.29)	(15,355.04)
Adjstid 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)												
5,607,342.89	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)
Adjstid Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	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)
Adjstid 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

Levy 2009 (FY 09-10)												
5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
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	2,062,388.38	3,823,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47
Levy 2008 (FY 08-09)												
5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
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	5,047,432.22	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68
Levy 2007 (FY 07-08)												
4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,327.65	75,857.78	75,857.78	71,443.44
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
Levy 2006 (FY 06-07)												
3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
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
Levy 2005 (FY 05-06)												
3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
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												September 16, 2022

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 27, 2022

Consider Approval of the Budget Expenditure Report for the Month of August, 2022.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of August, 2022.

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: September 19, 2022
Subject: Budget Expenditure Report – August 31, 2022

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

The funds are listed as follows:

<u>Approved Budgets:</u>	<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
<u>Other City Funds:</u>		
• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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

Other City Funds –Continue

h. 2020 Bond	49	34
i. TDEM Fund	51	35
i. Certificate of Obligation 2007	52	36
j. Capital Projects Fire Station	53	37
k. 2014 Bond	54	38
l. 2022 Bond – Fire Truck	57	39

Component Unit:

• San Juan E.D.C.	24	40
• San Juan Economic Development Corp.	29	41

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
August 31, 2022

							Budget Target 92%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,231,770	7,235,759	-	3,989	79,381	56,964	100.06
SALES TAX REVENUE	3,547,922	3,733,163	-	185,241	369,180	398,559	105.22
FRANCHISE TAX	1,000,000	914,985	-	(85,015)	82,274	104,513	91.50
LICENSES & PERMITS	626,175	643,761	-	17,586	43,014	46,422	102.81
FEES & FINES	240,577	160,533	-	(80,044)	15,643	14,340	66.73
INTERGOVERNMENTAL REVENUE	918,877	756,452	-	(162,425)	53,243	53,574	82.32
OTHER REVENUE	399,424	407,471	-	8,047	23,084	41,672	102.01
Transfer Inn	3,000,000	-	-	(3,000,000)	-	-	-
TOTAL REVENUES	16,964,745	13,852,126	-	(3,112,619)	665,819	716,044	81.65
EXPENDITURE SUMMARY							
LEGISLATIVE							
PURCHASED PROF/TECH SRVS	-	328		(328)	-	328	-
PUR PROP SRVS & OTH SRVS	24,700	20,783	1,055	2,862	6,002	-	88.41
SUPPLIES	7,500	7,014	83	404	256	154	94.62
MISCELLANEOUS	123,900	118,981	181	4,739	1,535	-	96.18
LEGISLATIVE	156,100	147,106	1,318	7,677	7,793	482	95.08
CITY MANAGER							
SALARIES & WAGES/BENEFIT	188,137	133,524		54,613	16,408	11,240	70.97
PURCHASED PROF/TECH SRVS	169,000	150,500	11,000	7,500	17,000	8,000	95.56
PUR PROP SRVS & OTH SRVS	7,825	3,563	275	3,987	-	9	49.05
SUPPLIES	1,950	419	-	1,531	118	-	21.46
CAPITAL OUTLAY	53,650	-		53,650	-	-	-
MISCELLANEOUS	950	-		950	-	-	-
CITY MANAGER	421,512	288,006	11,275	122,231	33,527	19,249	71.00
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	143,179	119,134		24,045	16,663	11,488	83.21
PURCHASED PROF/TECH SRVS	25,500	24,701	-	799	3,199	1,000	96.87
PUR PROP SRVS & OTH SRVS	9,037	6,662	361	2,014	431	1,545	77.71
SUPPLIES	3,300	2,517	49	734	411	-	77.76
MISCELLANEOUS	44,163	29,111	89	14,963	-	-	66.12
CITY SECRETARY	225,179	182,124	499	42,556	20,704	14,033	81.10
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	208,685	185,298		23,387	22,939	15,819	88.79
PURCHASED PROF/TECH SRVS	66,184	47,575	17,933	676	14,074	255	98.98
PUR PROP SRVS & OTH SRVS	9,705	5,066	5	4,634	183	40	52.25
SUPPLIES	6,439	4,173	4	2,262	974	76	64.86
MISCELLANEOUS	190	55		135	-	-	28.95
MUNICIPAL COURT	291,203	242,167	17,942	31,094	38,170	16,190	89.32

City of San Juan, Texas
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							Budget Target 92%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	391,060	350,548	-	40,512	44,175	30,692	89.64
PURCHASED PROF/TECH SRVS	3,600	3,503	-	98	-	-	97.29
PUR PROP SRVS & OTH SRVS	13,509	11,507	1,718	284	2,790	(973)	97.90
SUPPLIES	4,020	2,567	199	1,254	294	-	68.80
MISCELLANEOUS	20,395	21,948	219	(1,773)	1,643	1,690	108.69
FINANCE	432,584	390,073	2,136	40,375	48,902	31,409	90.67
PLANNING							
SALARIES & WAGES/BENEFIT	545,599	453,801		91,798	60,293	39,564	83.17
PURCHASED PROF/TECH SRVS	18,000	7,671	(195)	10,524	1,192	1,054	41.54
PUR PROP SRVS & OTH SRVS	22,200	14,339	735	7,126	736	1,711	67.90
SUPPLIES	29,905	19,078	280	10,547	1,716	2,042	64.73
CAPITAL OUTLAY	11,000	9,895	72	1,033	-	-	90.61
MISCELLANEOUS	19,675	3,841	140	15,694	-	-	20.23
PLANNING	646,379	508,625	1,032	136,722	63,937	44,371	78.85
POLICE							
SALARIES & WAGES/BENEFIT	3,978,213	2,639,834		1,338,379	300,572	178,763	66.36
PURCHASED PROF/TECH SRVS	49,278	18,541	3,721	27,016	7,161	2,030	45.18
PUR PROP SRVS & OTH SRVS	146,258	103,056	5,618	37,584	13,810	6,495	74.30
SUPPLIES	347,569	232,599	37,741	77,229	12,152	18,187	77.78
CAPITAL OUTLAY	29,700	796	5,208	23,696	-	-	20.22
MISCELLANEOUS	44,065	38,461	1,600	4,004	880	1,665	90.91
POLICE	4,595,083	3,033,287	53,889	1,507,908	334,575	207,140	67.18
FIRE							
SALARIES & WAGES/BENEFIT	1,909,220	1,474,318		434,902	189,179	127,229	77.22
PURCHASED PROF/TECH SRVS	33,200	24,258	70	8,872	-	2,401	73.28
PUR PROP SRVS & OTH SRVS	94,967	82,316	4,006	8,646	8,852	4,316	90.90
SUPPLIES	114,800	88,291	19,419	7,089	8,830	11,631	93.82
CAPITAL OUTLAY	266,980	67,058	190,834	9,088	-	5,922	96.60
DEBT SERVICE	124,579	124,578		1	-	4,400	100.00
MISCELLANEOUS	9,075	3,888	-	5,187	-	-	42.85
FIRE	2,552,821	1,864,707	214,329	473,785	206,862	155,898	81.44
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	350,291	286,154		64,137	33,940	22,081	81.69
PUR PROP SRVS & OTH SRVS	300,350	304,227	1,586	(5,463)	31,280	20,069	101.82
SUPPLIES	124,136	96,852	6,880	20,404	15,250	8,791	83.56
CAPITAL OUTLAY	-	211,150	-	(211,150)	-	211,150	-
MISCELLANEOUS	7,550	1,000	75	6,475	-	-	14.24
STREETS, ALLEY, OTHER	782,327	899,383	8,541	(125,597)	80,471	262,091	116.05

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED	Budget Target 92%
CENTRAL GARAGE								
SALARIES & WAGES/BENEFIT	201,982	178,848		23,134	22,038	16,654	88.55	
PURCHASED PROF/TECH SRVS	5,500	5,500		-	-	-	100.00	
PUR PROP SRVS & OTH SRVS	3,000	1,573	-	1,427	157	160	52.42	
SUPPLIES	16,577	14,828	1,018	730	647	826	95.59	
CAPITAL OUTLAY	12,000	10,129	-	1,871	-	-	84.41	
CENTRAL GARAGE	239,059	210,878	1,018	27,163	22,843	17,640	88.64	
PARKS								
SALARIES & WAGES/BENEFIT	938,284	810,317		127,967	140,463	64,534	86.36	
PURCHASED PROF/TECH SRVS	1,750	2,522		(772)	211	242	144.10	
PUR PROP SRVS & OTH SRVS	123,520	117,765	2,321	3,434	9,466	9,235	97.22	
SUPPLIES	46,005	52,384	2,729	(9,108)	3,991	4,687	119.80	
CAPITAL OUTLAY	8,200	7,565	-	635	-	-	92.26	
DEBT SERVICE	58,394	58,393		1	-	-	100.00	
MISCELLANEOUS	365,100	342,289	1,696	21,115	48,180	11,519	94.22	
PARKS	1,541,253	1,391,234	6,746	143,272	202,311	90,216	90.70	
BUILDING MAINTENANCE								
SALARIES & WAGES/BENEFIT	291,791	228,258	-	63,533	26,397	18,893	78.23	
PURCHASED PROF/TECH SRVS	2,500	550	-	1,950	-	550	22.00	
PUR PROP SRVS & OTH SRVS	81,300	66,597	672	14,031	6,616	5,094	82.74	
SUPPLIES	42,020	39,197	1,119	1,704	2,776	3,894	95.94	
BUILDING MAINTENANCE	417,611	334,602	1,791	81,218	35,789	28,431	80.55	
LIBRARY								
SALARIES & WAGES/BENEFIT	297,031	218,850	-	78,181	31,148	23,502	73.68	
PURCHASED PROF/TECH SRVS	1,809	1,229	-	580	41	49	67.94	
PUR PROP SRVS & OTH SRVS	24,563	19,403	-	5,160	1,760	587	78.99	
SUPPLIES	3,378	1,367	1,883	127	530	-	96.23	
MISCELLANEOUS	9,300	8,209	-	1,091	424	3,851	88.27	
LIBRARY	336,081	249,059	1,883	85,139	33,903	27,988	74.67	

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	419,994	286,580	-	133,414	47,003	8,912	68.23
PUR PROP SRVS & OTH SRVS	337,080	312,470	7	24,603	19,975	18,131	92.70
SUPPLIES	2,454	2,445	-	9	131	53	99.64
CAPITAL OUTLAY	2,005,213	-	-	2,005,213	-	-	-
DEBT SERVICE	132,300	132,300	-	-	-	27,900	100.00
MISCELLANEOUS	52,000	-	-	52,000	-	-	-
ADMINISTRATION	2,949,041	733,795	7	2,215,239	67,109	54,997	24.88
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	204,675	181,256	-	23,419	22,721	16,626	88.56
PURCHASED PROF/TECH SRVS	10,500	5,955	2,427	2,118	900	255	79.83
PUR PROP SRVS & OTH SRVS	11,500	11,428	867	(795)	1,906	1,106	106.92
SUPPLIES	2,740	2,570	-	170	205	75	93.80
MISCELLANEOUS	785	579	-	206	-	-	73.76
HUMAN RESOURCES	230,200	201,789	3,294	25,117	25,732	18,061	89.09
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	430,950	387,053	-	43,897	50,741	37,754	89.81
PURCHASED PROF/TECH SRVS	166,564	159,839	1,080	5,645	230	7,458	96.61
PUR PROP SRVS & OTH SRVS	166,620	153,610	898	12,112	24,850	12,381	92.73
SUPPLIES	77,991	76,679	-	1,312	1,349	818	98.32
CAPITAL OUTLAY	71,120	71,119	-	1	-	28,833	100.00
MISCELLANEOUS	47,510	47,510	-	0	2,638	69	100.00
INFORMATION TECHNOLOGY	960,755	895,811	1,978	62,966	79,807	87,314	93.45

Budget Target 92%

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10 -GENERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	21,500	15,966	-	5,535	-	-	74.26
PUR PROP SRVS & OTH SRVS	5,800	200	1,008	4,592	-	-	20.83
SUPPLIES	12,000	2,296	-	9,704	-	-	19.13
CAPITAL OUTLAY	55,000	34,649	10,252	10,099	-	-	81.64
EMERGENCY MANAGEMENT	94,300	53,111	11,260	29,929	-	-	68.26
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	82,308	37,413		44,895	4,599	3,017	45.45
PURCHASED PROF/TECH SRVS	3,400	-		3,400	-	-	-
SUPPLIES	19,750	7,429	-	12,321	501	2,993	37.62
CAPITAL OUTLAY	14,000	-		14,000	-	-	-
MISCELLANEOUS	100,100	77,290	22,710	100	14,445	-	99.90
ANIMAL CONTROL	219,558	122,132	22,710	74,716	19,545	6,010	65.97
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	17,091,046	11,747,888	361,648	4,981,511	1,321,980	1,081,522	70.85
REVENUES OVER/(UNDER) EXPENDITURES	(126,301)	2,104,238	(361,648)	1,868,891	(656,162)	(365,478)	(1,379.71)

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							Budget Target 92%
22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,480,700	2,796,114	-	(684,586)	265,487	337,973	80.33
OTHER REVENUE	30,550	39,794	-	9,244	4,994	2,534	130.26
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	3,511,250	2,835,909	-	(675,342)	270,481	340,507	80.77
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,147,228	869,402	-	277,826	101,504	70,166	75.78
PUR PROF/TECH SRVS	7,200	1,083	-	6,117	25	48	15.05
PUR PROP SRVS & OTH SRVS	345,711	298,900	8,211	38,599	30,885	38,994	88.83
SUPPLIES	565,856	633,406	4,032	(71,582)	40,969	77,784	112.65
MISCELLANEOUS	581,900	572,458	158,890	(149,448)	2,345	114,718	125.68
SANITATION	2,647,895	2,375,249	171,134	101,512	175,728	301,710	96.17
RECYCLING							
SALARIES & WAGES/BENEFIT	153,898	125,728	-	28,170	14,206	9,073	81.70
PUR PROP SRVS & OTH SRVS	5,000	570	115	4,315	-	140	13.71
SUPPLIES	41,314	10,879	2,243	28,192	1,278	6,504	31.76
MISCELLANEOUS	9,500	1,992	-	7,508	38	524	20.97
RECYCLING	209,712	139,169	2,358	68,185	15,521	16,241	67.49
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	85,000	70,652	-	14,348	5,907	12,001	83.12
PUR PROP SRVS & OTH SRVS	52,054	47,073	-	4,981	4,511	4,260	90.43
DEBT SERVICE	318,817	307,782	-	11,035	-	16,588	96.54
MISCELLANEOUS	213,930	352,338	-	(138,408)	173,570	17,619	164.70
ORGANIZATIONAL	669,801	777,845	-	(108,044)	183,988	50,468	116.13
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	3,527,408	3,292,264	173,492	61,652	375,237	368,419	98.25
REVENUES OVER/(UNDER) EXPENDITURES	(16,158)	(456,355)	(173,492)	(613,689)	(104,756)	(27,912)	3,898.05

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							Budget Target 92%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,843,680	2,335,333	-	(508,347)	272,473	272,555	82.12
SEWER SYSTEMS	2,915,200	2,653,087	-	(262,113)	292,855	365,271	91.01
OTHER REVENUES	-	(166)	-	(166)	(92)	-	-
OTHER REVENUES	55,600	89,603	-	34,003	5,451	7,993	161.16
OTHER	(162,264)	(1,629,308)	-	(1,467,044)	(32,956)	(32,956)	1,004.11
TOTAL REVENUES	5,652,216	3,448,548	-	(2,203,668)	537,732	612,862	61.01
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EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	291,087	226,376	-	64,711	29,979	20,705	77.77
PURCHASED PROF/TECH SRVS	23,308	9,750	-	13,558	244	244	41.83
PUR PROP SRVS & OTH SRVS	96,715	78,612	33	18,071	13,034	3,998	81.32
SUPPLIES	18,332	18,796	1,193	(1,657)	2,534	1,334	109.04
CAPITAL OUTLAY	9,350	9,350	-	-	-	-	100.00
MISCELLANEOUS	47,527	59,050	219	(11,743)	6,417	6,163	124.71
UTILITY BILLING & COLLEC	486,319	401,934	1,444	82,940	52,208	32,444	82.95
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	223,043	159,636	-	63,407	15,408	14,260	71.57
PURCHASED PROF/TECH SRVS	12,000	31,278	-	(19,278)	-	-	260.65
PUR PROP SRVS & OTH SRVS	33,620	22,474	349	10,798	49	5,028	67.88
SUPPLIES	12,087	12,465	20	(398)	1,591	1,917	103.30
CAPITAL OUTLAY	1,500	1,327	-	173	-	-	88.48
MISCELLANEOUS	2,415	1,704	-	711	-	11	70.55
UTILITY ADMINISTRATION	284,665	228,884	369	55,412	17,047	21,216	80.53
WATER PLANT							
SALARIES & WAGES/BENEFIT	487,902	400,280	-	87,622	48,171	32,157	82.04
PURCHASED PROF/TECH SRVS	40,000	32,992	1,126	5,882	4,937	6,850	85.29
PUR PROP SRVS & OTH SRVS	416,130	331,955	32,833	51,342	24,072	17,317	87.66
SUPPLIES	335,621	284,835	20,768	30,017	40,682	31,000	91.06
CAPITAL OUTLAY	44,820	-	31,152	13,668	-	-	69.50
MISCELLANEOUS	128,476	73,611	15,344	39,521	4,488	1,716	69.24
WATER PLANT	1,452,949	1,123,673	101,223	228,053	122,350	89,040	84.30
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	300,771	205,513	-	95,258	29,717	20,776	68.33
PUR PROP SRVS & OTH SRVS	16,930	12,035	1,723	3,172	3,858	(849)	81.26
SUPPLIES	100,785	55,165	10,479	35,140	3,893	18,135	65.13
CAPITAL OUTLAY	722,163	64,856	-	657,307	-	64,856	8.98
MISCELLANEOUS	2,842	805	-	2,037	-	55	28.33
WATER DISTRIBUTION	1,143,491	338,374	12,202	792,914	37,468	102,973	30.66
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	340,550	196,865	-	143,685	25,979	17,913	57.81
PURCHASED PROF/TECH SRVS	8,352	6,102	-	2,251	-	-	73.05
PUR PROP SRVS & OTH SRVS	672,390	293,513	141,961	236,916	21,951	18,613	64.77
SUPPLIES	173,848	61,659	12,585	99,604	6,827	5,523	42.71
CAPITAL OUTLAY	163,825	13,823	36,688	113,314	-	-	30.83
MISCELLANEOUS	13,670	708	-	12,962	-	33	5.18
SEWER COLLECTION	1,372,635	572,669	191,234	608,732	54,757	42,082	55.65

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56 -UTILITY FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED	Budget Target 92%	
SEWER PLANT									
SALARIES & WAGES/BENEFIT	267,750	182,166	-	85,584	24,491	17,309	68.04		
PURCHASED PROF/TECH SRVS	48,000	40,507	-	7,493	1,986	5,292	84.39		
PUR PROP SRVS & OTH SRVS	310,875	233,136	8,657	69,082	30,396	3,089	77.78		
SUPPLIES	204,626	142,430	8,147	54,048	41,294	3,924	73.59		
CAPITAL OUTLAY	140,000	-	129,769	10,231	-	-	92.69		
MISCELLANEOUS	151,632	129,506	-	22,126	12,342	14,569	85.41		
SEWER PLANT	1,122,883	727,745	146,573	248,565	110,509	44,182	77.86		
ORGANIZATIONAL									
PURCHASED PROF/TECH SRVS	71,663	58,408	-	13,255	3,962	8,141	81.50		
PUR PROP SRVS & OTH SRVS	115,723	104,649	-	11,074	10,028	9,471	90.43		
DEBT SERVICE	1,000	-	-	1,000	-	-	-		
MISCELLANEOUS	414,820	374,555	-	40,265	33,985	33,985	90.29		
ORGANIZATIONAL	603,206	537,611	-	65,595	47,975	51,597	89.13		
TOTAL EXPENDITURES	6,466,148	3,930,891	453,046	2,082,211	442,315	383,535	67.80		
	=====	=====	=====	=====	=====	=====	=====		
REVENUES OVER/(UNDER) EXPENDITURES	(813,932)	(482,343)	(453,046)	(121,457)	95,417	229,328	114.92		
TRANSFER IN	-	-	-	-	-	-	-		
TRANSFER OUT	-	-	-	-	-	-	-		
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(813,932)	(482,343)	(453,046)	(121,457)	95,417	229,328	114.92		
	=====	=====	=====	=====	=====	=====	=====		

City of San Juan, Texas
Budget Expenditures Report
August 31, 2022

							Budget Target 92%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,600,889	1,573,893		(26,996)	28,060	28,146	98.31
TOTAL REVENUES	1,600,889	1,573,893	-	(26,996)	28,060	28,146	98.31
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,600,889	1,612,859	-	(11,970)	8,020	76,547	100.75
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,600,889	1,612,859	-	(11,970)	8,020	76,547	100.75
TOTAL EXPENDITURES	1,600,889	1,612,859	-	(11,970)	8,020	76,547	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(38,966)	-	(38,966)	-	(48,401)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	-	(38,966)	-	(38,966)	-	(48,401)	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	57,650	-	(3,726)	5,474	5,614	93.93
TOTAL REVENUES	61,376	57,650	-	(3,726)	5,474	5,614	93.93
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	61,376	57,650	-	(3,726)	5,474	5,614	93.93
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	57,650	-	(3,726)	5,474	5,614	93.93
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
August 31, 2022

Budget Target 92%

18 -LOCAL TRUANCY PREVENTION &
DIVERSION FUND
FINANCIAL SUMMARY

	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	-	4,112	-	4,112	280	361	-
TOTAL REVENUES	-	4,112	-	4,112	280	361	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	-	82	-	82	6	7	-
TOTAL REVENUES	-	82	-	82	6	7	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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Budget Target 92%

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	4,448	-	(1,552)	319	403	74.14
TOTAL REVENUES	6,000	4,448	-	(1,552)	319	403	74.14
	=====	=====	=====	=====	=====	=====	=====
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	6,000	4,448	-	(1,552)	-	403	74.14

City of San Juan, Texas
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Budget Target 92%

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	3,736	-	(2,264)	284	345	62.26
TOTAL REVENUES	6,000	3,736	-	(2,264)	284	345	62.26
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		200		(200)	-	-	-
CAPITAL OUTLAY	4,500	-	-	4,500	-	-	-
MUNICIPAL COURT	4,500	200	-	4,300	-	-	4.44
TOTAL EXPENDITURES	4,500	200	-	4,300	-	-	4.44
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	1,500	3,536	-	2,036	-	345	235.71

City of San Juan, Texas
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Budget Target 92%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	(41)	-	(41)	1	2	-
TOTAL REVENUES	-	(41)	-	(41)	1	2	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	(41)	-	(41)	1	2	-

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Budget Target 92%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	1,732	-	732	5	197	173.18
TOTAL REVENUES	1,000	1,732	-	732	5	197	173.18
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	1,732	-	732		-	173.18

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							Budget Target 92%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,010	75,820	-	50,810	179	249	303.16
TOTAL REVENUES	25,010	75,820	-	50,810	179	249	303.16
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	75,820	-	75,810	-	249	758,199.90

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Budget Target 92%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	7,900	8,745	-	845	1,930	10	110.70
TOTAL REVENUES	7,900	8,745	-	845	1,930	10	110.70
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	300	-	-	300	-	-	-
SUPPLIES	10,000	2,129	-	7,871	-	-	21.29
MISCELLANEOUS	5,000	2,550	-	2,450	-	-	50.99
ADMINISTRATION	20,300	4,678	-	15,622	-	-	23.05
TOTAL EXPENDITURES	20,300	4,678	-	15,622	-	-	23.05
REVENUES OVER/(UNDER) EXPENDITURES	(12,400)	4,067	-	16,467	-	10	(32.79)

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28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	35	-	(1,465)	-	-	2.33
FORFEIT LOCAL	7,000	565	-	(6,435)	-	-	8.07
TOTAL REVENUES	8,500	600	-	(7,900)	-	-	7.06
=====							
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	1,500	4,200	-	(2,700)	-	-	280.00
SUPPLIES	8,500	1,800		6,700	-	-	21.18
POLICE	15,000	6,000	-	9,000	-	-	40.00
TOTAL EXPENDITURES	15,000	6,000	-	9,000	-	-	40.00
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(6,500)	(5,400)	-	1,100	-	-	83.08

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Budget Target 92%

30 - MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	650,234	137,162	-	(513,072)	21,299	(55,406)	21.09
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	650,234	137,162	-	(513,072)	21,299	(55,406)	21.09
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	321,050	138,604	-	182,446	15,237	10,484	43.17
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	28,500	-	-	28,500	-	-	-
CAPITAL OUTLAY	237,452	-	-	237,452	(56,278)	-	-
POLICE	587,002	138,604	-	448,398	(41,041)	10,484	23.61
FIRE							
SALARIES & WAGES/BENEFIT	36,644	79,044	-	(42,400)	56	56	215.71
FIRE	36,644	79,044	-	(42,400)	56	56	215.71
LIBRARY							
PURCHASED PROF/TECH SRVS	2,000	-	-	2,000	-	-	-
PUR PROP SRVS & OTH SRVS	8,713	7,654	-	1,059	-	-	87.85
SUPPLIES	1,200	-	-	1,200	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	2,950	888	-	2,062	-	752.15	30.11
LIBRARY	14,863	8,542	-	6,321	-	752	57.47
TOTAL EXPENDITURES	638,509.00	226,190	-	412,319	(40,985)	11,292	35.42
REVENUES OVER/(UNDER) EXPENDITURE	11,725	(89,028)	-	(100,753)	-	(66,698)	(759.30)

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Budget Target 92%

32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	15,000	-	-	(15,000)	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	15,000	-	-	(15,000)	-	-	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	15,000	(4,258)	-	19,258	-	-	(28.38)
POLICE	15,000	(4,258)	-	19,258	-	-	(28.38)
TOTAL EXPENDITURES	15,000	(4,258)	-	19,258	-	-	(28.38)
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	4,258	-	4,258	-	-	-

City of San Juan, Texas
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							Budget Target 92%
33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	24,600	14,379	-	(10,221)	2,457	1,236	58.45
FINES & FEES	150	12,800	-	12,650	(100)	-	8,533.33
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	24,750	27,179	-	2,429	2,357	1,236	109.81
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
CITY EVENTS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	24,750	27,179	-	2,429	-	1,236	109.81
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-

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Budget
Target
92%

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	800	14,379	-	13,579	131	195	(1,797.40)
FORFEIT FEDERAL	140,000	167,795	-	27,795	-	-	119.85
TOTAL REVENUES	140,800	182,174	-	41,374	131	195	129.39
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	27,950	1,478	-	26,472	-	-	5.29
SUPPLIES	47,000	16,490	-	30,510	-	-	35.08
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	36,080	143,604	(179,684)	-	-	-
POLICE	74,950	54,048	143,604	(122,702)	-	-	263.71
TOTAL EXPENDITURES	74,950	54,048	143,604	(122,702)	-	-	263.71
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	65,850.00	128,126	(143,604)	(81,328)	-	195	(23.50)

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Budget
Target
92%

55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	253,178	-	(51,822)	24,881	30,563	83.01
TOTAL REVENUES	305,000	253,178	-	(51,822)	24,881	30,563	83.01
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	243,027	185,049	-	57,978	22,929	18,522	76.14
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	18,572	1,359	-	17,213	-	150	7.32
SUPPLIES	29,970	8,719	5,842	15,409	684	842	48.59
CAPITAL OUTLAY	3,800	-	-	3,800	-	-	-
MISCELLANEOUS	12,500	12,092	-	408	11,992	-	96.74
STORM WATER	307,869	207,219	5,842	94,808	35,605	19,515	69.21
TOTAL EXPENDITURES	307,869	207,219	5,842	94,808	35,605	19,515	69.21
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(2,869)	45,959	(5,842)	42,985	-	11,048	(1,398.27)

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							Budget Target 92%
36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,153,734	2,156,630	-	2,896	24,391	17,619	100.13
OTHER REVENUE	500	6,881	-	6,381	1,194	1,661	1,376.27
TOTAL REVENUES	2,154,234	2,163,511	-	9,277	25,585	19,280	100.43
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	1,930,788	2,338,822	-	(408,034)	-	436,697	121.13
MISCELLANEOUS	8,000	8,020	-	(20)	8,020	-	100.25
ORGANIZATIONAL EXPENSE	1,938,788	2,346,842	-	(408,054)	8,020	436,697	121.05
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	1,938,788	2,346,842	-	(408,054)	8,020	436,697	121.05
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	215,446	(183,331)	-	(398,777)	-	(417,417)	(85.09)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	215,446	(183,331)	-	(398,777)	-	(417,417)	(85.09)
	=====	=====	=====	=====	=====	=====	=====

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41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	13,480	-	13,480	3,936	3,649.77	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	13,480	-	13,480	3,936	3,650	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	4,382,113	3,309,317	5,627,724	(4,554,928)	3,839	1,189,960	203.94
CITY MANAGER	4,382,113	3,309,317	5,627,724	(4,554,928)	3,839	1,189,960	203.94
PARK AND RECREATION							
CAPITAL OUTLAY	19,994	-	-	19,994	-	-	-
PARK	19,994	-	-	19,994	-	-	-
ADMINISTRATION							
CAPITAL OUTLAY	-	-	964,842	(964,842)	-	-	-
ADMINISTRATION	-	-	964,842	(964,842)	-	-	-
TOTAL EXPENDITURES	4,402,107	3,309,317	6,592,566	(5,499,776)	3,839	1,189,960	224.94
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(4,402,107)	(3,295,837)	(6,592,566)	(5,486,296)	-	(1,186,311)	224.63

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42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	12,866	-	12,866	3,673	7,021	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	12,866	-	12,866	3,673	7,021	-
	=====	=====	=====	=====	=====	=====	=====
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	-	12,866	(254,000)	(241,134)	-	7,021	-

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43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	3,089	-	3,089	931	1,606	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	3,089	-	3,089	931	1,606	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	378,879	501,821	(880,700)	313,180	59,699	-
COST OF ISSUANCE	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	378,879	501,821	(880,700)	-	59,699	-
TOTAL EXPENDITURES	-	378,879	501,821	(880,700)	-	59,699	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(375,790)	(501,821)	(877,611)	-	(58,093)	-

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44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	1,388	-	1,388	359	499	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	1,388	-	1,388	359	499	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	-	-	-	-	-	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	1,388	-	1,388	-	499	-

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45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%	
							% RECEIV.	EXPENDED
REVENUE SUMMARY								
INTERGOV'T REVENUE	-	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY								
LIBRARY	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-	-
LONG TERM DEBT								
DEBT SERVICE	-	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-	-

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							Budget Target 92%
46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	(26)	-	(26)	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	(26)	-	(26)	-	-	-
=====							
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	79,928	21,875	(101,803)	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	79,928	21,875	(101,803)	-	-	-
TOTAL EXPENDITURES	-	79,928	21,875	(101,803)	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	(79,954)	(21,875)	(101,829)	-	-	-

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47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	4,611	-	4,611	1,192	1,659	-
TOTAL REVENUES	-	4,611	-	4,611	1,192	1,659	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	4,611	-	4,611		1,659	-

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48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
Other Revenue	-	4,623	-	4,623	1,195	1,663	-
TOTAL REVENUES	-	4,623	-	4,623	1,195	1,663	-
EXPENDITURE SUMMARY							
DEBT 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)	-	-	-
TOTAL EXPENDITURES	-	-	10,534	(10,534)	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	4,623	(10,534)	(5,911)	-	1,663	-

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49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
=====							
EXPENDITURE SUMMARY							
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)	-	-	-
TOTAL EXPENDITURES	-	110,862	-	(110,862)	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	110,862	-	(110,862)	-	-	-

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51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	18,725	-	18,725	2,249	3,294	-
TOTAL REVENUES	-	18,725	-	18,725	2,249	3,294	-
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		10,000	-	(10,000)	-	-	-
ADMINISTRATION	-	10,000	-	(10,000)	-	-	-
WATER PLANT							
CAPITAL OUTLAY		3,240	174,233	(177,473)	-	-	-
WATER PLANT	-	3,240	174,233	(177,473)	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY		1,530		(1,530)	-	-	-
SEWER COLLECTION	-	1,530	-	(1,530)	-	-	-
TOTAL EXPENDITURES	-	14,770	174,233	(189,003)	-	-	
REVENUES OVER/(UNDER) EXPENDITURES	-	3,955	(174,233)	(170,277)		3,294	

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52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	29,290	-	29,290	7,862	9,798	-
TOTAL REVENUES	-	29,290	-	29,290	7,862	9,798	-
=====							
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	2,091,000	100,603		1,990,397	5,741	21,339	4.81
FIRE	2,091,000	100,603	-	1,990,397	5,741	21,339	4.81
STREETS & ALLEYS							
CAPITAL OUTLAY	1,970,000	1,551,958	233,280	184,762	-	56,046	90.62
STREETS & ALLEYS	1,970,000	1,551,958	233,280	184,762	-	56,046	90.62
PARKS & RECREATION							
CAPITAL OUTLAY	1,245,173	201,635	5,750	1,037,788	675	200,960	16.66
PARKS & RECREATION	1,245,173	201,635	5,750	1,037,788	675	200,960	16.66
SANITATION							
CAPITAL OUTLAY	3,711,000	2,143,708	765,530	801,762	301,675	56,046	78.39
SANITATION	3,711,000	2,143,708	765,530	801,762	301,675	56,046	78.39
ADMINISTRATION	-	-	-	-	-	-	-
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	9,017,173	3,997,905	1,004,560	4,014,709	308,091	334,391	55.48
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(9,017,173)	(3,968,615)	(1,004,560)	4,043,998	-	(324,593)	55.15

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54-2014 BOND FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	925	-	925	239	333	-
TOTAL REVENUES	-	925	-	925	239	333	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	925	-	925	-	333	-

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57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	577,000	-	577,000	-	-	-
TOTAL REVENUES	-	577,000	-	577,000	-	-	-
=====							
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	19,289	-	(19,289)	-	-	-
COST OF ISSUANCE	-	12,712	-	(12,712)	-	-	-
CAPITAL OUTLAY		545,000	-	(545,000)	-	-	-
FIRE	-	577,000	-	(577,000)	-	-	-
TOTAL EXPENDITURES	-	-	-	(577,000)	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	Budget Target 92%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,301,000	1,241,229	-	(59,771)	122,695	132,677	95.41
OTHER REVENUE	1,400	5,589	-	4,189	1,474	2,097	399.19
OTHR FINANCING SOURCES/U	(104,593)	(95,974)	-	8,619	(8,619)	(8,619)	91.76
TOTAL REVENUES	1,197,807	1,150,844	-	(46,963)	115,549	126,155	96.08
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	208,957	149,913	-	59,044	16,101	12,325	71.74
PURCHASED PROF/TECH SRVS	289,100	163,929	-	125,171	16,500	18,637	56.70
PUR PROP SRVS & OTH SRVS	91,800	69,443	-	22,357	5,124	5,947	75.65
SUPPLIES	25,800	16,533	-	9,267	998	1,578	64.08
CAPITAL OUTLAY	10,000	1,632	5,596.15	2,772	53	667	72.28
DEBT SERVICE	212,475	226,687	-	(14,212)	-	51,837	106.69
MISCELLANEOUS	359,675	181,358	-	178,317	52,150	16,728	50.42
SAN JUAN ECONOMIC DEV	1,197,807	809,494	5,596.15	382,717	90,925	107,719	68.05
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,197,807	809,494	5,596.15	382,717	90,925	107,719	68.05
REVENUES OVER/(UNDER) EXPENDITURES	-	341,350	(5,596.15)	335,754	-	18,436	-

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Budget Target 92%

29 -SAN JUAN ECONOMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2020-2021	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jul-22	Aug-22	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		(22)	-	(22)	12	30	-
OTHR FINANCING SOURCES/U	104,827	95,974	-	(8,853)	8,619	8,619	91.55
TOTAL REVENUES	104,827	95,952	-	(8,875)	8,630	8,649	91.53
=====							
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	104,827	90,615	-	14,213	-	-	86.44
ORGANIZATIONAL EXPENSES	104,827	90,615	-	14,213	-	-	86.44
TOTAL EXPENDITURES	104,827	90,615	-	14,213	-	-	86.44
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	5,337	-	5,337	-	8,649	-